BOARD OF TRUSTEES

REGULAR MEETING AGENDA

October 28, 2020
7:00 PM
Virtual Meeting
2 Park Avenue
Firestone, CO 80504

PRE-MEETING WORK SESSION 6:30 PM IN THE TRAINING ROOM

AGENDA FOR THE WORK SESSION IS A DISCUSSION OF THE REGULAR MEETING AGENDA BELOW

REGULAR MEETING 7:00 PM IN THE COURT ROOM

1. Access Information

1.a. Town of Firestone is inviting you to a scheduled Zoom meeting.

Topic: 10-28-2020 Board of Trustees Meeting
Time: Oct 28, 2020 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/88526229154?pwd=TXM3MlZrdmJMY1BYbSt4QmI2SWM2Zz09

Meeting ID: 885 2622 9154
Passcode: 142961
One tap mobile
+16699009128,,88526229154#,,,,,,0#,,142961# US (San Jose)
+12532158782,,88526229154#,,,,,,0#,,142961# US (Tacoma)

Dial by your location
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
Meeting ID: 885 2622 9154
Passcode: 142961
Find your local number: https://us02web.zoom.us/u/kb1Rbw1Pn0

* 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 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

2. Call to Order & Roll Call

3. Pledge of Allegiance

4. Approval of Agenda

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

6. Consent Agenda

6.a. Approval of October 14, 2020 Meeting Minutes

6.b. **Resolution 20-93**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

6.c. **Resolution 20-102:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCCi LLC FOR RECORDS MANAGEMENT SERVICES

6.d. **Resolution 20-104:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE PARTIAL ASSIGNMENT OF INTEREST IN THE SUBDIVISION AGREEMENT FOR COTTONWOOD HOLLOW, FILING NO. 1 FROM MORTGAGE CONSULTANTS, LLC TO MELODY HOMES, INC.

6.e. **Resolution 20-105:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AMENDMENT TO THE SUBDIVISION AGREEMENT FOR COTTONWOOD HOLLOW, FILING NO. 1

7. Proclamation

8. Presentation

8.a. Frederick-Firestone Fire Protection District Emergency Operations Plan

9. Land Development

9.a. **PUBLIC HEARING: Resolution 20-98**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A

* 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.

FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR 19 & 26 CROSSINGS FILING NO. 1

9.b. **PUBLIC HEARING: Resolution 20-99**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN 19 & 26 CROSSINGS FILING NO. 1

9.c. **PUBLIC HEARING: Ordinance 982:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AMENDING SECTIONS 16.3.3, 16.4.2, 16.6.4, 16.6.6, 16.6.8, 16.6.14, 16.7.2, 16.7.5, 16.11.3, 16.12.5, AND TABLES 4-1 AND 7.2 OF CHAPTER 16.04 (FIRESTONE DEVELOPMENT CODE) OF TITLE 16 OF THE FIRESTONE MUNICIPAL CODE

9.d. **Resolution 20-100:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ADOPTING THE FIRESTONE DEVELOPMENT REVIEW FEE SCHEDULE

10. Discussion/Action

10.a. **Ordinance 983:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTIONS 1.08.050 AND 13.08.010 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE TOWN'S SINGLE FAMILY RESIDENTIAL WATER DEDICATION REQUIREMENT

10.b. **Resolution 20-103**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE FIRESTONE NATIVE WATER DEDICATION POLICY

10.c. 2021 Budget Discussion

10.d. Dias Functionality Discussion

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

12. Reports

12.a. Staff

12.a.i. September Monthly Financial Report

12.b. Mayor

* 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.

12.c. Trustees

13. Adjournment

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

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town 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#:** 6.a **Consent Agenda** **Meeting Date:** October 28, 2020 **Initiated By:** Jessica Koenig **Dept:** Town Clerk

AGENDA TITLE
Approval of October 14, 2020 Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION
Approval of October 14, 2020 Draft Meeting Minutes

ALTERNATIVES

ATTACHMENTS
1. 10-14-2020 Draft BoT Meeting Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
October 14, 2020

1. Access Information

1.a. Town of Firestone is inviting you to a scheduled Zoom meeting.

Topic: 10-14-2020 Board of Trustees Meeting
Time: Oct 14, 2020 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/81719851117?pwd=SnkzWjUyREJ3R0lzdlFTQm1kejFsZz09

Meeting ID: 817 1985 1117
Passcode: 199973
One tap mobile
+16699009128,,81719851117#,,,,,,0#,,199973# US (San Jose)
+12532158782,,81719851117#,,,,,,0#,,199973# US (Tacoma)

Dial by your location
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
Meeting ID: 817 1985 1117
Passcode: 199973
Find your local number: https://us02web.zoom.us/u/keeC8Ktb7g

2. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on October 14, 2020, at the Police Department, 2 Park Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:03 pm.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar
Mayor Pro-tem: Frank A. Jimenez
Trustees: Don Conyac
David Whelan
Samantha Meiring

DRAFT

Sean Doherty
Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning; Jessica Koenig, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

3. Pledge of Allegiance

Mayor Sindelar led the pledge of allegiance.

4. Approval of Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to Amend the Agenda to remove Agenda Item 6b from the Agenda
Roll Call Vote:
Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp
No: None
Abstain: None
Motion carried.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Whelan, to Approve the Agenda
Roll Call Vote:
Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp
No: None
Abstain: None
Motion carried.

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

There was no one present that wished to give public comment.

6. Consent Agenda

Motion by Trustee Doherty, **second** by Trustee Conyac, to Approve the Consent Agenda
Roll Call Vote:
Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp
No: None
Abstain: None
Motion carried.

6.a. Approval of September 23, 2020 Meeting Minutes

6.b. **Resolution 20-93**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

6.c. **Resolution 20-97:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, CONCERNING THE MEMBERSHIP, ROLES AND RESPONSIBILITIES OF THE TOWN OF FIRESTONE FINANCE COMMITTEE

7. Presentation

7.a. STAR Award

8. Land Development

8.a. **Ordinance 981:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING IN THEIR ENTIRETY CHAPTERS 15.04 (BUILDING CODE), 15.06 (INTERNATIONAL RESIDENTIAL CODE), 15.08 (NATIONAL ELECTRIC CODE), 15.10 (INTERNATIONAL EXISTING BUILDING CODE), 15.12 (INTERNATIONAL FUEL GAS CODE), 15.32 (INTERNATIONAL FIRE CODE), AND 15.36 (INTERNATIONAL ENERGY CONSERVATION CODE) OF THE FIRESTONE MUNICIPAL CODE; AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.14 REGARDING ADOPTION OF THE 2018 INTERNATIONAL MECHANICAL CODE; AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.16 REGARDING ADOPTION OF THE 2018 INTERNATIONAL PLUMBING CODE; AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.18 REGARDING ADOPTION OF THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE; AND AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.20 REGARDING ADOPTION OF THE 2018 INTERNATIONAL SWIMMING POOL AND SPA CODE

Motion by Trustee Conyac, **second** by Trustee Whelan, to set a Public Hearing date of October 28, 2020, for **Ordinance 981:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING IN THEIR ENTIRETY CHAPTERS 15.04 (BUILDING CODE), 15.06 (INTERNATIONAL RESIDENTIAL CODE), 15.08 (NATIONAL ELECTRIC CODE), 15.10 (INTERNATIONAL EXISTING BUILDING CODE), 15.12 (INTERNATIONAL FUEL GAS CODE), 15.32 (INTERNATIONAL FIRE CODE), AND 15.36 (INTERNATIONAL ENERGY CONSERVATION CODE) OF THE FIRESTONE MUNICIPAL CODE; AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.14 REGARDING ADOPTION OF THE 2018 INTERNATIONAL MECHANICAL CODE; AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.16 REGARDING ADOPTION OF THE

2018 INTERNATIONAL PLUMBING CODE; AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.18 REGARDING ADOPTION OF THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE; AND AMENDING TITLE 15 OF THE FIRESTONE MUNICIPAL CODE TO ADD A NEW CHAPTER 15.20 REGARDING ADOPTION OF THE 2018 INTERNATIONAL SWIMMING POOL AND SPA CODE

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

9. Discussion/Action

9.a. **Resolution 20-95:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CENTENNIAL ARCHAEOLOGY LLC FOR A CLASS III PEDESTRIAN AND CULTURAL INVENTORY OF THE TOWN OF FIRESTONE'S INJECTION WELL PAD AND ASSOCIATED FACILITIES SITE

Motion by Trustee Meiring, **second** by Trustee Sharp, to Approve **Resolution 20-95:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CENTENNIAL ARCHAEOLOGY LLC FOR A CLASS III PEDESTRIAN AND CULTURAL INVENTORY OF THE TOWN OF FIRESTONE'S INJECTION WELL PAD AND ASSOCIATED FACILITIES SITE

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

9.b. Finance Committee Appointments

Motion by Trustee Sharp, **second** by Trustee Conyac, to Approve the following Finance Committee Appointments as nominated by Mayor Pro Tem Jimenez:

- Alexandra Kim and Anna Thigpen to terms expiring in April 2024.
- Raymond Byrd to a term expiring in April 2022.
- Trustee Doherty to a term expiring in April 2024.
- Mayor Pro Tem Jimenez to a term expiring in April 2022.

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

9.c. **Resolution 20-91:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SUMMARY OF GRANT AWARD TERMS AND CONDITIONS BETWEEN THE TOWN OF FIRESTONE AND THE STATE OF COLORADO

Motion by Trustee Meiring, **second** by Trustee Conyac, to Approve **Resolution 20-91:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SUMMARY OF GRANT AWARD TERMS AND CONDITIONS BETWEEN THE TOWN OF FIRESTONE AND THE STATE OF COLORADO
Roll Call Vote:
Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp
No: None
Abstain: None
Motion carried.

9.d. **Resolution 20-92:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FRANSEN PITTMAN CONSTRUCTION COMPANY REGARDING CONSTRUCTION SERVICES FOR THE FIRESTONE TOWN HALL CONSTRUCTION PROJECT

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to Approve **Resolution 20-92:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FRANSEN PITTMAN CONSTRUCTION COMPANY REGARDING CONSTRUCTION SERVICES FOR THE FIRESTONE TOWN HALL CONSTRUCTION PROJECT
Roll Call Vote:
Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp
No: None
Abstain: None
Motion carried.

9.e. **Ordinance 980:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AUTHORIZING THE FINANCING OF THE CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS AND THE REFINANCING OF CERTAIN OUTSTANDING LEASE OBLIGATIONS; AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDMENTS TO 2018 AND 2019 SITE LEASES AND 2018 AND 2019 LEASE PURCHASE AGREEMENTS AND APPROVAL OF CERTAIN OTHER DOCUMENTS AND MATTERS RELATED THERETO; AND AUTHORIZING OFFICIALS OF THE TOWN TO TAKE ALL ACTION NECESSARY THERETO

Motion by Trustee Sharp, **second** by Trustee Doherty, to Approve **Ordinance 980:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AUTHORIZING THE FINANCING OF THE CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS AND THE REFINANCING OF CERTAIN OUTSTANDING LEASE

OBLIGATIONS; AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDMENTS TO 2018 AND 2019 SITE LEASES AND 2018 AND 2019 LEASE PURCHASE AGREEMENTS AND APPROVAL OF CERTAIN OTHER DOCUMENTS AND MATTERS RELATED THERETO; AND AUTHORIZING OFFICIALS OF THE TOWN TO TAKE ALL ACTION NECESSARY THERETO

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

9.f. **Resolution 20-94:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BOHANNAN HUSTON INC FOR A TRANSPORTATION MASTER PLAN

Motion by Trustee Meiring, **second** by Trustee Whelan, to Approve **Resolution 20-94:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BOHANNAN HUSTON INC FOR A TRANSPORTATION MASTER PLAN

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

9.g. **Resolution 20-96:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WESTWATER RESEARCH LLC FOR WATER RIGHTS ACQUISITION ASSISTANCE REGARDING NATIVE DITCH WATER RIGHTS

Motion by Trustee Whelan, **second** by Trustee Conyac, to Approve **Resolution 20-96:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WESTWATER RESEARCH LLC FOR WATER RIGHTS ACQUISITION ASSISTANCE REGARDING NATIVE DITCH WATER RIGHTS

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

9.h. Broadband Initiative Update

The Board of Trustees reached a consensus to schedule a presentation from Allo on October 21, 2020.

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

There was no one present that wished to give public comment.

11. Reports

11.a. Staff

AJ Krieger, Town Manager, reported that the Scope of Work for the Central Park Master Plan and an additional budget discussion is scheduled for the October 21, 2020 Board of Trustees Work Session. Mr. Krieger reported that October 28, 2020, would be set aside for final budget changes and that adoption of the budget is anticipated for November 18, 2020.

11.b. Mayor

11.c. Trustees

Trustee Meiring reported on the Colorado Municipal League's Policy Meeting on last Friday.

Mayor Pro Tem Jimenez reported that the next St. Vrain Water Authority meeting is scheduled for next Monday.

Trustee Whelan reported that a resident expressed concerns on Next Door regarding the timeline for processing development applications. Trustee Whelan requested the Director of Planning & Development summarize the timeline to process development applications.

12. Adjournment

Motion by Trustee Conyac, **second** by Trustee Meiring, to Adjourn at 9:10 pm. All in Favor, **Motion carried**.

Introduced and Approved the 28th of October, 2020.

TOWN OF FIRESTONE, COLORADO

ATTEST

Bobbi Sindelar, Mayor

Jessica Koenig, Town Clerk

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 6.b **Consent Agenda** **Meeting Date:** October 28, 2020 **Initiated By:** Leah Vanarsdall **Dept:** Police

AGENDA TITLE

Resolution 20-93: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

SUMMARY

Attached is an agreement between the Town and the St. Vrain Valley School District (SVVSD) for the 2020/2021 school year to provide a School Resource Officer Program. This agreement has been reviewed by the Town and SVVSD staff and is a cooperative effort to provide a public safety presence and outreach in the SVVSD schools within Firestone's Town limits.

HISTORY AND PREVIOUS BOARD ACTION

An IGA for a Joint School Resource Officer has been executed annually since 2009.

RECOMMENDATION

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

ALTERNATIVES

Provide staff with additional direction.

ATTACHMENTS

1. SVVSD Reso 20-93
2. Draft SRO IGA 20-21

FINANCIAL CONSIDERATIONS

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

RESOLUTION 20-93

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

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

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

WHEREAS, the Town and the St. Vrain Valley School District have jointly developed a School Resource Officer Program to provide a district wide school based approach to establish a positive relationship between students and law enforcement, and prevent delinquency, alcohol and substance abuse, and gang involvement by the community's youth; and

WHEREAS, such programs are recognized as being effective in developing positive relationships between law enforcement and students and decreasing delinquency.

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

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

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

TOWN OF FIRESTONE, COLORADO

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

INTERGOVERMENTAL AGREEMENT BETWEEN
TOWN OF FIRESTONE AND ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT (this "Agreement") is made by and between **TOWN OF FIRESTONE** (the "Governmental Unit") through the police or sheriff's office, as applicable, and the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J** (the "School District").

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

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

WHEREAS, the Governmental Unit and the School District have jointly developed a program to provide a school-based approach to the development of a positive relationship between students and the police and the prevention of delinquency, alcohol and substance abuse, and gang involvement by our community's young people (the "School Resource Officer Program"); and

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

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

I.

SCOPE OF SERVICES

To facilitate School Resource Officer Program, the Governmental Unit shall hire police officers to work in the School District's schools (the "School Resource Officers"). The School Resource Officers shall be assigned to work with the administration, faculty, and students on school sites located within the School District and identified on **Exhibit A**. An emphasis will be made to select secondary level sites (high school and middle school campuses) with the intention to continue services at the elementary level as resources allow.

The School Resource Officers may perform functions including, but not limited to the following:

1. Assist school administration in the prevention and control of crime, delinquency, truancy,

and disorder on the campus.

2. Conduct or assist in the investigation of offenses on campus.

3. Provide presentations and available educational resources in the following areas: alcohol and substance abuse, law related education, criminal justice system orientation, delinquency prevention, gang involvement and awareness, and community responsibility, for students, parents, and other groups associated with the school.

4. As requested by school staff, provide instructional resources for classroom presentations as time permits.

5. Enforce federal and state statutes and municipal ordinances as appropriate.

6. Appear in court and assist in prosecution and other judicial processes as appropriate.

7. Assist in the coordination of efforts of other enforcement agencies on the campus.

8. Provide visible presence on the campus.

9. Assist campus supervisors with appropriate monitoring and enforcement in the parking lots and other grounds of the school.

10. Attend school-related functions during normal classroom hours, as well as nighttime hours to include attending social events, such as school dances and sporting events, etc., as regular duty hours. This will not replace security and off duty work already in place. If School District approves of overtime duty for School Resource Officers, the Governmental Unit will bill the School District separately for those services.

11. Contribute to the positive police-school-community relations efforts, especially as these efforts relate to students and parents.

II.

PROGRAM ADMINISTRATION

A. **EMPLOYMENT.** The School Resource Officers shall be regular employees and certified police officers of the appropriate Governmental Unit police or sheriff's office. The officers will be subject to the ordinances, policies, procedures, rules, regulations, directives, and orders of the Governmental Unit and the appropriate Governmental Unit police or sheriff's office. The officers also will comply with the policies and regulations of the School District, to the extent that such policies and regulations are not in conflict with those of the Governmental Unit; are not in conflict with terms contained here or direction of the appropriate Governmental Unit police or sheriff's office; and are not in conflict with federal, state, or city laws.

B. **SALARY AND BENEFITS.** The Governmental Unit and the School District jointly fund the School Resource Officer Program. The School Resource Officers will receive salary and employee benefits and normally-issued equipment and supplies from the Governmental Unit. The School District agrees to pay its share for each officer as identified in **Exhibit A** on or before November 1st of each year this Agreement is in effect. If, during the course of this Agreement, the number of School Resource Officers provided for in **Exhibit A** is reduced, the School District's obligation for funding School Resource Officers at 100% will be reduced prior to the School District's obligation to jointly fund the School Resource Officer's position with the Governmental Unit.

C. **SCHEDULE.** The School Resource Officers will work a schedule consistent with Governmental Unit ordinances, policies, and procedures and subject to the Fair Labor Standards Act. Except as otherwise provided in this Agreement, during times when the schools are in session, the School Resource Officers will devote such officers' full shifts to the school calendar day, except for required duties such as court appearances. During the schools' summer vacation, spring break, holiday breaks, and on other days when the schools are not in session, and the officers are not involved in assigned school related activities, the School Resource Officers will participate in police department or school training, take accumulated vacation, compensatory, or holiday time off, or engage in prevention, enforcement, and other activities as assigned by the appropriate Governmental Unit police or sheriff's office. School Resource Officers will be able to take leave with the authorization of the appropriate Governmental Unit police or sheriff's office and with School District approval ensuring coverage at the school is present. In the event of an emergency, as determined by the appropriate Governmental Unit police or sheriff's office, the School Resource Officers may be required to perform general police duties. The School Resource Officers shall attend in-service and specialized assignment training conducted by the appropriate Governmental Unit police or sheriff's office scheduled throughout the year.

D. **SUPERVISION.** The School Resource Officers are subject to the appropriate Governmental Unit police or sheriff's office chain of command and are subject to the supervision and control of the Governmental Unit police chief, sheriff, or designee ("Police Supervisor"). Day-to-day supervision will be by assigned Police Supervisors. The assigned Police Supervisor will be responsible for maintaining contact with the principals, school administration, and their management staffs. The School Resource Officers will work closely with school administrators, and faculty to determine the most effective use of the officers' time and expertise, but shall not be subject to supervision or direction by the School District, its officers, agents, or employees.

E. **EXTRA DUTY.** It is common that the School District requests assistance from the Governmental Unit to provide services at after-hours School District events. In such cases, the Governmental Unit may provide School Resource Officers or other officers to perform such duties. The following guidelines shall direct the conduct of all officers, School Resource Officers and non-School Resources Officers, while conducting extra duty assignments. The School District shall pay for extra duty support as set forth on **Exhibit A**.

1. Assignment of Officers. The Governmental Unit shall allow the assignment of

otherwise off-duty Governmental Unit police officers for the purpose of performing services for the School District.

2. Provision of Services. The following shall apply to all services performed pursuant to this Agreement and to each officer assigned by the Governmental Unit in connection with such services:

a. The officer shall be responsible for the enforcement of Governmental Unit ordinances and applicable laws, and activities related thereto.

b. The officer's performance of services pursuant to this Agreement shall be deemed to be normal law enforcement functions undertaken in the regular course of the officer's assigned duties and shall be deemed to be within the performance of the officer's duties and the scope of the officer's employment with the Governmental Unit.

c. The officer shall be under the supervisions and control of the Governmental Unit Police Supervisor.

d. Unless the Governmental Unit Police Supervisor has approved an officer for plainclothes work, officers shall wear the official uniform and badge of the appropriate Governmental Unit police or sheriff's office and the badge shall be plainly visible.

e. The officer shall be responsible for completing the appropriate reports and forms necessary to conclude an incident unless otherwise directed by the Governmental Unit Police Supervisor.

f. The officer shall at all times follow the ordinances, rules, regulations, and policies of the Governmental Unit and the appropriate Governmental Unit police or sheriff's office, and other applicable laws.

g. The Governmental Unit Police Supervisor may authorize the use of Governmental Unit equipment by the officer when such use is determined by the Governmental Unit Police Supervisor to be in the best interests of the public safety and necessary to the assignment.

h. For school-related functions (i.e., sporting events, prom, graduation, etc.) extra duty must be approved by the principal of the school requesting extra duty assignments; for extra duty assignments that extend the officer's normal duties, there must be prior approval from the School District Superintendent's office.

F. **PERFORMANCE APPRAISAL.** The School Resource Officers' performance will be evaluated consistent with Governmental Unit policy and procedures by the assigned police supervisor, who will seek and accept input from the respective school principal or their designees.

G. **SELECTION.** The School Resource Officer will be selected in a manner as agreed upon by the Governmental Unit's police chief or sheriff, as applicable, with input by members of the School District.

H. **VEHICLE.** As necessary to the duties of the position, and subject to availability, the School Resource Officers will be provided on-duty use of a appropriate Governmental Unit police or sheriff's office vehicle.

I. **LIABILITY COVERAGE.** The Governmental Unit and School District shall exchange evidence of insurance showing general liability coverage for the School District and general liability and police professional coverage of the Governmental Unit in the minimum amount established by the Colorado Governmental Immunity Act for protection from claims for bodily injury, death, property damage, or personal injury which may arise through the execution of this Agreement, through the Governmental Unit's Risk Manager and the School District's Superintendent. Such evidence shall be approved by each recipient prior the commencement of this Agreement. Nothing set forth herein shall be interpreted to supersede the provisions of § 29-5-101, C.R.S. and following, to the extent applicable, and such statute shall control in the event of a conflict between the statute and this Agreement.

J. **TERMINATION.** Either the Governmental Unit or School District may terminate this Agreement without cause upon 30 days written notice. Upon termination, any funds provided by the School District for the services of a School Resource Officer under this Agreement that have not been provided as of the termination date, shall be returned to the School District. Upon termination, all services of a School Resource Officer provided by the Governmental Unit under this Agreement prior to the termination date that have not been paid for by the School District as of the termination date, shall be paid by the School District within thirty days of the effective date of termination of this Agreement. Notice shall be given to the Governmental Unit police chief or sheriff, as applicable, or the School District Superintendent as appropriate.

K. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. Amendment of this Agreement may be made only in writing and signed by the parties hereto.

L. **RELATIONSHIP OF THE PARTIES.** It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed as in any way establishing the relationship of co-partners or a joint venture between the Governmental Unit and the School District or as construing the School District, including its officers, agents, volunteers and employees, as an agent of the Governmental Unit or of construing the Governmental Unit, including its officers, agents, volunteers and employees as an agent of the School District. The School District shall not represent that the School Resource Officers are employees or agents of the School District in any capacity. The School Resource Officers shall not represent that they are employees or agents of the School District in any capacity. The School Resource Officers shall remain solely employees of the Governmental Unit.

M. **NO THIRD PARTY BENEFICIARIES.** None of the terms or conditions in this Agreement gives or allows any claim, benefit, or right of action by any third person not a party

hereto. Any person other than the Governmental Unit or the School District receiving services or benefits under this Agreement is only an incidental beneficiary. Nothing in this Agreement shall be deemed as a waiver of immunity or liability granted to the Governmental Unit and the School District under the Colorado Governmental Immunity Act.

N. **COVID-19 PANDEMIC**.

a. As of the date of this Agreement, the COVID-19 pandemic has caused several non-traditional scenarios for the operation of the School District's schools. Those scenarios range from fulltime online, to hybrid (half in-person/half online), to fulltime in-person instruction. How long each of these scenarios may last is unknown. The School District is working closely with state, county, and municipal health agencies to ensure compliance with all applicable rules and regulations related to the COVID-19 pandemic. Regardless of the scenario, educational services will continue at School District buildings. Those services may include, but are not limited to:

   i. teacher instruction (both in-person and online),

   ii. administrative operations, including in-person communications with parents and community members, as well as, supervision of teachers and staff, and direct student interaction under different scenarios,

   iii. student testing for classes such as Advanced Placement, SAT/ACT, and state-required standardized tests,

   iv. breakfast and lunch distribution for eligible students, and

   v. iPad and technology distribution for students, faculty and staff.

   In light of these ongoing operations at the School District schools, it is necessary that the School Resource Officer Program continue during the COVID-19 pandemic even though students may not be at the schools during a traditional, 5-day per week schedule.

b. The parties further recognize that, during the pandemic, the applicable Governmental Unit's police or sheriff's office may need additional flexibility in its scheduling and operational schedules to meet its internal agency needs. The Parties are willing to collaborate to ensure each Party's particular needs are met, with the following, minimum standards for supervision of School District schools:

   i. School Resource Officers will stay connected with their assigned schools. This may include daily check-ins with school administration, site-visits, increased patrols around specific schools, or otherwise, but the intent is to continue incorporating School Resource Officers in the culture and

operations of their assigned schools to the greatest degree possible.

ii. Maintain an immediate line of communication with each assigned school. To the extent a School Resource Officer is engaged in different duties as assigned by the Governmental Unit Police Supervisor, the School Resource Officer shall also be reachable by cellular phone or handheld radio during School District working hours, and must be authorized by the applicable Governmental Unit Police Supervisor to respond immediately to potential incidents at School District schools.

iii. Finally, the Parties recognize that these are unique times and they pledge to work together, maintaining clear, transparent, and free communications at the highest levels between and among agencies and he School District, to ensure the safety and security of all School District students, teachers, administrators, and staff.

III.

TERM OF AGREEMENT

The term of this Agreement shall be July 1, 2020, through June 30, 2021. This Agreement may be renewed each year for one additional year upon written certification by each party that funds sufficient to pay the respective expenses of the Governmental Unit and the School District for any additional year have been authorized by the Governmental Unit and the School District respectively.

The respective costs for the Governmental Unit and the School District for each school year will be detailed in a new **Exhibit A** for each additional school year.

IV.

MISCELLANEOUS

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

B. INFORMATION SHARING. The appropriate Governmental Unit police or sheriff's office, the School District, Boulder County District Attorney's Office, Boulder County Juvenile Probation, Boulder County Department of Social Services, Boulder County District

Attorney's Office, and other governmental agencies have entered into a juvenile information exchange agreement and agree to abide by and share information that is in accordance with Colorado State law, C.R.S. § 19-3-303, that mandates the sharing of information between these separate agencies when dealing with delinquency, dependency, and neglect cases.

C. 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 Boulder County, Colorado.

D. NO WAIVER. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Governmental Unit or the School District shall not constitute a waiver of any of the other terms or obligation of 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 U.S. Mail to the party at the address set forth below:

To School District:	To Governmental Unit:
Superintendent	Town of Firestone
395 South Pratt Parkway	2 Park Avenue
Longmont, CO 80501	Firestone, CO 80504

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. 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.

H. NON-APPROPRIATION/TABOR. The parties understand and acknowledge that the Governmental Unit and the School District are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, any payment obligation of the School District is expressly dependent and conditioned upon the continuing availability of funds beyond the term of the current fiscal period ending upon the next succeeding June 30. Financial obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the School District, as applicable, and other applicable law. Notwithstanding any other provision of this Agreement concerning termination, upon the School District's failure to appropriate such funds, this Agreement shall automatically terminate.

I. BINDING ARBITRATION PROHIBITED. Neither party agrees to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

J. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. School District or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Governmental Unit hereby certifies and warrants that, during the term of this Agreement and any extensions, Governmental Unit has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the School District determines that Governmental Unit is in violation of this provision, the School District may exercise any and all remedies available at law, in equity, or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. School District Board Policy GBEA. The signatories aver that to their knowledge and without prior approval of the School District's Board of Education, no employee of the School District has any personal or beneficial interest in the service or property described in this Agreement. Governmental Unit has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Governmental Unit's services and Governmental Unit shall not employ any person having such known interests.

L. STUDENT DATA PRIVACY. §§22-16-101 et seq., C.R.S. Governmental Unit agrees that any data given to it by the School District in order to perform its obligations under this Agreement (i.e., student personally identifiable information, demographic data, financial data, etc., collectively referred to herein as "Confidential Data"), whether provided through electronic transfer or on physical drives, remains the sole property of the School District. Governmental Unit shall maintain the Confidential Data in the strictest confidence consistent with, and shall comply with, the Colorado Student Transparency and Security Act (in particular § 22-16-108 through 110, C.R.S.), Children's Online Privacy Protection Rule, and the Federal Education Rights and Privacy Act. Any discovery of Confidential Data by Governmental Unit in the ordinary course of business shall remain confidential and shall similarly be maintained in a manner consistent with all Colorado and federal laws. Confidential Data shall not be passed, transported, or otherwise moved outside the School District networks, Governmental Unit's secure data transmission site, or off School District property without written approval from the School District's Chief Technology Officer. Confidential Data stored on School District equipment shall not be duplicated or transferred to a different media without the School District's express written consent. Changes to Governmental Unit's practices, privacy policy, or end user license agreement that conflict with existing Colorado or federal laws and material breaches that involve the misuse or unauthorized release of Confidential Data may result in immediate termination of this Agreement.

1. **Data Transparency:** Governmental Unit shall provide clear information that is

understandable by a layperson explaining the data elements of the Confidential Data that Governmental Unit collects, the learning purpose for which Governmental Unit collects it, and how Governmental Unit uses and shares it. The information must include all Confidential Data that Governmental Unit collects regardless of whether it is initially collected or ultimately held individually or in the aggregate. Governmental Unit shall provide the information to the School District in a format that is easily accessible through a website. Governmental Unit shall update the information as necessary to maintain accuracy.

Governmental Unit shall provide clear notice to the School District before making material changes to its privacy policy for school services.

Governmental Unit shall facilitate access to and correction of any factually inaccurate Confidential Data by the School District in response to a request for correction that the School District receives and responds to in accordance with section 22-16-112(1)(c), C.R.S.

Upon discovering the misuse or unauthorized release of the Confidential Data held by Governmental Unit, a subcontractor of Governmental Unit, or a subsequent subcontractor, Governmental Unit shall notify the School District as soon as possible, regardless of whether the misuse or unauthorized release is a result of a material breach of the terms of this Agreement.

2. **Use of Confidential Data.** Governmental Unit shall not:

    a. Sell the Confidential Data; except that this prohibition does not apply to the purchase, merger, or other type of acquisition of Governmental Unit, or any assets of Governmental Unit, by another entity, so long as the successor entity continues to be subject to the provisions of C.R.S. § 22-16-101 et seq. with respect to the Confidential Data that Governmental Unit acquired while subject to the provisions of C.R.S. § 22-16-101 et seq.;

    b. Use or share Confidential Data for purposes of targeted advertising to students; or

    c. Use Confidential Data to create a personal profile of a student other than for supporting purposes authorized by the School District or with the consent of the student or the student's parent.

Notwithstanding any provision of C.R.S. § 22-16-101 et seq. to the contrary, Governmental Unit may use or disclose Confidential Data to:

    a. Ensure legal or regulatory compliance or to take precautions against

liability;

b. Respond to or participate in the judicial process;

c. Protect the safety of users or others on Governmental Unit's website, online service, online application, or mobile application; or

d. Investigate a matter related to public safety.

If Governmental Unit uses or discloses Confidential Data as allowed above, Governmental Unit shall notify the School District as soon as possible after the use or disclosure of the information.

Governmental Unit may use or disclose Confidential Data to a subcontractor only if Governmental Unit contractually requires the subcontractor to comply with C.R.S. § 22-16-101 and following. The provisions of this paragraph apply to the ability of an initial or subsequent subcontractor to further subcontract. If the School District determines that an initial or subsequent subcontractor has committed a material breach of this Agreement that involves the misuse or unauthorized release of Confidential Data, the School District shall comply with the requirements of section 22-16-105(5) (a) or 22-16-107 (2) (a), as applicable; except that the School District is not required to consider terminating this Agreement if Governmental Unit terminates this Agreement with the subcontractor as soon as possible after Governmental Unit knows or has reason to know of the initial or subsequent subcontractor's material breach.

A student may consent to the use, sharing, or retention of the student's Confidential Data only if the student is at least eighteen years of age or legally emancipated.

3. **Confidential Data Security and Destruction.** Governmental Unit shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of the Confidential Data. The information security program must make use of appropriate administrative, technological, and physical safeguards.

   During the term of this Agreement between Governmental Unit and the School District, if the School District requests destruction of a student's Confidential Data collected, generated, or inferred as a result of this Agreement, Governmental Unit shall destroy the information as soon as practicable after the date of the request unless:

   a. Governmental Unit obtains the consent of the student or the student's parent to retain the student's Confidential Data; or

   b. The student has transferred to another public education entity and the

receiving public education entity has requested that Governmental Unit retain the student's Confidential Data.

Following the termination or conclusion of this Agreement between Governmental Unit and the School District, Governmental Unit shall, within the time period specified in this Agreement, destroy all Confidential Data collected, generated, or inferred as a result of this Agreement. If this Agreement does not specify a period for destruction of the Confidential Data, Governmental Unit shall destroy the information when the information is no longer needed for the purpose of this Agreement between Governmental Unit and the School District. Governmental Unit shall notify the School District of the date upon which all of the Confidential Data is destroyed.

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

N. ATTORNEYS' FEES. For any dispute arising from or related to this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs whether or not legal proceedings are instituted.

O. AUTHORITY OF PARTIES/SIGNATORIES. Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of the MOU and the performance of such party's obligations hereunder have been duly authorized and that the MOU is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

[Remainder of page intentionally left blank; signatures appear on following page.]

Executed this_____ day of _____, 2020.

GOVERNMENTAL UNIT

_____
Bobbi Sindelar, Mayor
Town of Firestone

ATTEST:

_____
GOVERNMENTAL UNIT CLERK
APPROVED AS TO CONTENT:

_____
PROOFREAD

SCHOOL DISTRICT

_____
Dr. Don Haddad, Superintendent of Schools,
St. Vrain Valley School District

ATTEST:

_____
SECRETARY

EXHIBIT A
School Resource Officer Compensation

A. School Year

This document is an exhibit to the **INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM** and applies to the school year August 2020 through May 2021.

B. School Sites

School District school sites involved in the School Resource Officer Program shall be determined prior to the start of each school calendar (August-May) and should include School Resource Officer ("SRO") staffing expectations. School sites chosen for the 2020-21 school year are:

Prairie Ridge Elementary Centennial Elementary Coal Ridge Middle School	1 SRO

SRO support upon request at Middle/Elementary schools

C. Compensation by School Year

1. 2020-21 School Year. For the 2020-21 school year, School District shall pay to the Governmental Unit the below listed costs as its portion of the 2020 salaries of the SROs for the schools identified in paragraph B above:

1 SRO at 50% of 9 months 2020 salary =		$31,825.60
	Annual Salary =	$82,201.60
Total Payment for 2020 school year =		$31,825.60

2. Extra Duty Pay. Salary costs for the first officer assigned to perform extra duty services for a function will be covered by the appropriate Governmental Unit police or sheriff's office. For school-related functions (i.e., sporting events, prom, graduation, etc.) extra duty must be approved by the principal of the school requesting extra duty assignments. For extra duty assignments that extend the officer's normal duties, there must be prior approval from the School District Superintendent's office. For each additional officer assigned to the School District for

extra duty coverage, the School District will remit to the Governmental Unit a sum equal to **$59.28 per hour** of the assignment. Said payment will cover the applicable rate of compensation to the officer plus the Governmental Unit's additional costs, including but not limited to overtime compensation, payroll taxes, and other benefits and costs.

CERTIFICATION OF AVAILABLE FUNDS

Executed this _____ day of _____, 20___

I hereby certify that the School District has budgeted sufficient funds to pay its respective costs for the School Resource Officer Program for the school year identified in paragraph C above.

SCHOOL DISTRICT

_____

Dr. Don Haddad, Superintendent of Schools

St. Vrain Valley School District

****

I hereby certify that the Governmental Unit of the Town of Firestone did budget sufficient funds to pay its respective costs for the School Resource Officer Program for the school year identified in paragraph C above. I further represent that the appropriate Governmental Unit police or sheriff's office, as applicable, obtained sufficient funding in its 2020-2021 budget to pay its respective costs for the School Resource Officer Program.

_____ OF _____

_____

Bobbi Sindelar, Mayor
Town of Firestone

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 6.c **Consent Agenda** **Meeting Date:** October 28, 2020 **Initiated By:** Jessica Koenig **Dept:** Town Clerk

AGENDA TITLE

Resolution 20-102: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCCi LLC FOR RECORDS MANAGEMENT SERVICES

SUMMARY

COVID-19 has highlighted the need to have easily accessible electronic records organized within a robust records database to increase efficiency should working from home again became a necessity. MCCi was selected as a single provider of the unique combination of records management, records retention, application creation, publicly available record platform options, and workflow automation. The agreement is for an on-premise server-based Laserfiche records database approved by IT. The project timeline is to reach 80% completion by or before December 31, 2020.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of Resolution 20-102

ALTERNATIVES

Provide staff with additional feedback

ATTACHMENTS

1. MCCi Management Services Agmt Res
2. Laserfiche Agmt with Addendum 1 and Exhibit A

FINANCIAL CONSIDERATIONS

The one-time costs of implementing on-premise, server-based Laserfiche is $50,872. Staff plans to use CARES funds to cover the one-time costs of implementing Laserfiche.

The reoccurring annual costs of the Laserfiche software and support is $7,757.

RESOLUTION NO. 20-102

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCCi LLC FOR RECORDS MANAGEMENT SERVICES

WHEREAS, the Town of Firestone ("Town") is in need of records management services; and

WHEREAS, the Town selected MCCi LLC as a sole source provider as it was the only entity that offered records management software that included workflow automation, which is a service that improves the Town's administrative efficiency as it creates and populates forms for matters such as public records requests.

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

The Professional Services Agreement between the Town of Firestone and MCCi LLC for records management services is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, CMC, 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 **MCCI, LLC,** an independent contractor with a principal place of business at 3717 Apalachee Parkway, Suite 201, Tallahassee, Florida, 32311 ("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 **Addendum 1**, and Contractor's Master Service Agreement ("MSA:") ("Exhibit A") both of which are attached hereto and incorporated herein by this reference and known as: **Records Management Project. To the extent a conflict exists between Addendum 1 or Exhibit A and the terms and conditions set forth in this Agreement the Agreement shall prevail.**

B. A change in the Scope of Services shall not be effective unless authorized as an Addendum 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 be governed by the Termination clause in Contractor's MSA, 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 the dollar amount listed in Addendum 1 (and future orders approved by Town as additional Addendums to this Agreement. 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

MCCI, LLC

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

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 (or affirmed) before me this ___ day of _____, 2020, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public_____

FIRESTONE
COLORADO

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 16458

LASERFICHE AVANTE ORDER

Pursuant to Master Services Agreement No. 16458 ("**Agreement**"):

This Laserfiche Avante Order, designated as Addendum No. 1 is entered into as of _____, 2020 ("**Addendum Effective Date**") , by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC	**TOWN OF FIRESTONE ("Client")**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

PRICING: LASERFICHE AVANTE

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Ship/Bill to: Jessica Koenig jkoenig@firestoneco.gov

Client Name: Firestone, CO
Quote Number: 17920
Quote Type: Net New

Order Date: October 21, 2020

Product Description:	*Qty.*	*Unit Cost*	*Total*
CONTENT SERVICES SOFTWARE LICENSING FOR AVANTE			
☑ Laserfiche Avante Server for MS SQL with Workflow	1	$5,000.00	$5,000.00
☑ Laserfiche Avante Records Management Module	1	$6,000.00	$6,000.00
☑ Laserfiche Avante Named Full User with Web Client	2	$600.00	$1,200.00
☑ Laserfiche Avante Standard Audit Trail	2	$75.00	$150.00
☑ Laserfiche Avante Forms Professional	2	$50.00	$100.00
☑ Laserfiche Avante Forms Portal	1	$7,995.00	$7,995.00
Laserfiche Software Subtotal			***$20,445.00***

GRAND TOTAL - ONE-TIME SOFTWARE	***$20,445.00***

Product Description:	*Qty.*	*Unit Cost*	*Annual Total*
LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC			
☑ Laserfiche Avante Server for MS SQL with Workflow	1	$1,000.00	$1,000.00
☑ Laserfiche Avante Records Management Module	1	$1,200.00	$1,200.00
☑ Laserfiche Avante Named Full User with Web Client	2	$120.00	$240.00
☑ Laserfiche Avante Standard Audit Trail	2	$15.00	$30.00
☑ Laserfiche Avante Forms Professional	2	$10.00	$20.00
☑ Laserfiche Avante Forms Portal	1	$1,600.00	$1,600.00
Laserfiche Annual Recurring Software Support Subtotal			***$4,090.00***
MCCi ANNUAL SUBSCRIPTION			
☑ Training Center for Laserfiche (1-4 Users)	1	$495.00	$495.00
☑ MCCi SLA for Laserfiche (1-4 Users)	1	$400.00	$400.00
MCCi Annual Recurring Subscription Subtotal			***$895.00***
MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION			
☑ Managed Support Services for Laserfiche	1	$2,772.00	$2,772.00
- *Client needs are estimated based on the current components provided herein: up to 20 hours that will expire at the end of your renewal term.*			

MCCi Supplemental Support Services Annual Recurring Subscription Subtotal	***$2,772.00***

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	***$7,757.00***

For budgetary purposes, the Client should include $7,961.50 annually for renewal of the items above. If you subscribe to MCCi's Training Center or SLA, additional user licenses may increase its cost at the time of your next annual renewal. Sales tax will be invoiced where applicable and is not included above.

Service Description:	***Qty.***	***Unit Cost***	***Total***
MCCi SERVICE PACKAGES			
☑ Implementation Services Package *Cost is based on the current components provided herein. MCCi's certified personnel will administer these services to assist Client with implementing the software/subscription components purchased.*	1	$5,330.00	$5,330.00
☑ Laserfiche Installation Package for Avante	1	$5,125.00	$5,125.00
☑ Laserfiche Training Services, Remote Per Day *Workflow training and installation excluded.*	1	$1,640.00	$1,640.00
☑ Laserfiche Forms Training - Professional Comprehensive	1	$5,330.00	$5,330.00
☑ Laserfiche Records Management Module Training - Basic	1	$5,740.00	$5,740.00
Service Packages Subtotal			***$23,165.00***

GRAND TOTAL - ONE-TIME SERVICES	***$23,165.00***

☑ ***Initial Product Discount*** *Discount is based on this quote and if the quote changes the discount amount is subject to change.*	($495.00)

TOTAL LASERFICHE PROJECT COST	***$50,872.00***

All Quotes Expire in 30 Days

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal and will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All service packages include remote time due to COVID-19. If circumstances change to allow onsite services to be performed, a new quote must be requested.

PRODUCT ORDER & BILLING TERMS

PRODUCT ORDER

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Post Project Kick-Off.

BILLING

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ **Initial Sale:** Upon delivery of software or activation of the subscription. ▪ **Annual Renewal:** 75 days in advance of expiration date.
Service Packages	Upon delivery completion and Client acceptance.

MCCi shall not send any invoices, nor claim payment, for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be included where applicable and is NOT included in the Pricing section.

SUPPLEMENTAL SUPPORT & ANNUAL SUBSCRIPTION PACKAGES

As your first-tier solution provider, MCCi provides multiple options for technical support. Your annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi Managed Support Services (MSS) or Process Administration Support Services (PASS) packages are strongly encouraged to be included with every renewal.

LASERFICHE

	Managed Support Services
	MSS
Easy access to our team of Certified Technicians for application break/fix support issues (i.e. error codes, bug fixes, etc.)+	■
Remote access support through GoToMeeting+	■
Access to product update version and hotfixes (Client Download)+	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums+	■
Software/support credit eligible for Laserfiche platform changes++	■
Additional Remote Basic Training	■
Additional System Settings Consultation	■
Assistance with Implementation of Version Updates	■
Annual Review of Administration Settings	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■
Configuration and maintenance of *basic* business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	
Configuration of Laserfiche Quick Fields sessions	
Basic Records Management Module Overview Training	
Administration Configuration Services	
Dedicated Certified Professional	
Proactive recurring consultation calls upon Client's request	
Annual Review of business process configurations	
Institutional Knowledge of Your Solution	
Maintenance of MCCi/Client configured *complex* business processes	
Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm EDT and Saturday-Sunday from 12 pm to 4 pm EDT	
Basic JavaScript, CSS and Calculations for Laserfiche Forms*	

+ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is owned.

***** Excludes development of new integrations, large-scale development projects, and SQL queries.

**** Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed. None of the packages listed above are intended to be utilized for configuration of a new *complex* business process. In those instances, a separate SOW is required.

LASERFICHE SUPPORT/SUBSCRIPTION

Client's Laserfiche Support/Subscription Renewal covers:

- **BREAK/FIX SUPPORT**
  Our team of Certified Support Technicians will assist with break/fix issues including the resolution of error codes, bugs, etc.
- **CONTINUED EDUCATION**
  Your renewal grants you access to continued education through Webinars, User Groups, Seminars and more!
- **REMOTE ACCESS SUPPORT**
  Our Support Technicians can access your system remotely to resolve issues, saving both time and money.
- **LASERFICHE SITE ACCESS**
  You will have 24/7 access to the Laserfiche support site, which includes whitepapers, case studies, etc. You also have access Laserfiche answers, an online discussion forum. Ask questions and gain advice for other Laserfiche users, staff, and solution providers.
- **ACCESS TO VERSION UPDATES**
  Your Laserfiche renewal covers access to download the version updates for your software/subscription.
- **SOFTWARE/SUPPORT CREDIT**[++]
  When upgrading or trading in perpetual licensing, you will receive a one-time credit of the software and remaining prepaid support. When moving to Cloud/Subscription, you will receive a one-time credit of the remaining prepaid support.

PACKAGE DESCRIPTIONS

BUSINESS PROCESS DEFINITIONS

A Workflow, Forms, or Quick Fields process that automates or streamlines an organization-specific process.

- **BASIC:** A business process requiring minimal configuration and virtually no institutional knowledge, allowing a MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process.
- **COMPLEX:** A large business process with extensive configuration that is absolutely mission critical to the organization.
  - *EXAMPLES***:** Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
  - For new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with your Account Executive or Account Manager.
- **MCCi Packaged Solution:** A solution MCCi has created for a market that has a specific business process automation use.
  - *EXAMPLES:* Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
  - For new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with your Account Executive or Account Manager.

CLIENT RESPONSIBILITIES (ALL PACKAGES)

- Configuration/maintenance of backups and any general network, security, or operating system settings outside of your solution (Laserfiche, ABBYY, Blue Prism)
- Management and creation of retention policies related to Records Management Module
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary

- Providing remote access capabilities as needed. If Client requests MCCi to have unattended access, Client assumes all responsibility for the related session(s). Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- For **MSS 2, PASS** & **PASS 2**, create/provide process diagrams (and any other necessary paperwork/examples)

MANAGED SUPPORT SERVICES (MSS)

MCCi's **MSS** package provides additional training and assistance to Client's administrator and users. Pricing for the advanced block of hours is based on MCCi's Support Technician hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as your annual renewal. **MSS** can be used for the following:

- **ADDITIONAL REMOTE TRAINING**
  Additional web-based training is conducted to train new users or as refresher training for existing users.
- **ADDITIONAL SYSTEM SETTINGS CONSULTATION**
  MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.
- **REMOTE IMPLEMENTATION OF VERSION UPDATES**
  While your renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of **MSS**, MCCi is at your service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on complexity and Client's specific configurations, major software upgrades may or may not be covered and should be discussed with your Account Management Team.
- **ANNUAL SYSTEM REVIEW & ANALYSIS**
  MCCi will access your system to review how your organization uses your solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by Client.
- **LASERFICHE CERTIFICATIONS**
  Priority offering of complimentary Laserfiche certifications, based on availability.
- **LASERFICHE CONFERENCE REGISTRATION**
  Priority offering of complimentary Laserfiche Empower registration, based on availability.
- **ABBYY USER, GROUP, IMPORT PROFILE, AND BATCH UPDATES**
  MCCi will create or update users or groups, import profiles or batches within your ABBYY solution.

SERVICE LEVEL AGREEMENT (SLA)

MCCi's SLAs are offered as additional options to your annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in your organization to access over 500 Laserfiche training videos.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for your entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance your organization's internal Laserfiche training program

  **The Training Center subscription gate is based on Laserfiche full and retrieval users.*

SERVICE PACKAGES

IMPLEMENTATION SERVICES PACKAGE

MCCi's certified personnel will administer these services to assist Client with implementing the software/subscription components purchased.

MCCi DELIVERABLES

Professional Services may include any of the following for the purchased components:

- Project management associated with the proposed solution:
  - Outlining requirements
  - Setting expectations for project success
- Assistance with basic repository configuration and user account setup (Laserfiche only)
- Basic configuration of all software components and remote installation as needed
- Review of implemented solution

LASERFICHE INSTALLATION PACKAGES

CLIENT DELIVERABLES

- Install SSL/TLS Certificates
- Open necessary Firewall ports
- Grant remote server access to MCCi to perform installation

MCCi DELIVERABLES

- Install and configure one instance of each application in one environment (i.e. Test, Dev, Staging, QA, etc.) as outlined in MCCi Assumptions

EXCLUSIONS

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Training

LASERFICHE TRAINING SERVICES

Client is provided with instructor-led Laserfiche training, hands-on, or train-the-trainer.

SYSTEM ADMINISTRATION TRAINING

- Client and Server Installation
- Records Management
- System Settings
- Troubleshooting Procedures
- Users and Groups – Active Directory/SAML
- Document Relationships
- Back Up Procedures
- Technical Support Overview
- Volumes
- Templates
- Security
- Tags

FULL USER TRAINING

- Introduction to Laserfiche
- OCR and Full Text Indexing
- Briefcases and Migrating
- Extracting a Document
- Folders and the Folder Browser
- Searching & Annotations
- Scanning and Importing
- Index Card/Templates
- Document Display
- Security
- Customize Laserfiche
- Volumes

LASERFICHE FORMS TRAINING

MCCi's Laserfiche Forms Services are designed to be highly collaborative. The goal is to provide a customized package for your organization. Whether you need direct assistance implementing Laserfiche Forms, or hands-on training to empower your organization to create and maintain electronic forms, or both, MCCi has options available. Please see your Pricing section for the specific Laserfiche Forms Services quoted.

Forms Training Services Provided	Professional Comprehensive
Training Duration	Up to 2 Days
Forms Designer & Process Modeler	Yes
Workflow Configuration (For Forms Process Modeler Integration, and Filing Only)	Yes

LASERFICHE RECORDS MANAGEMENT MODULE TRAINING

Client should have full knowledge of internal records management policies and have prior experience in records management. This training will be quoted for clients with the Records Management functionality of Laserfiche.

RECORDS MANAGEMENT TRAINING

- Records Series
- Versioning
- Cutoff Criteria
- Hold Period
- Final Disposition
- Event Dispositions
- Records Folders
- Security Tags
- Cutoff Eligibility
- Disposition Actions
- Interim Transfers
- Permanent Records
- Document Links
- Vital Records
- Retention Period
- Time Dispositions
- Accession / Freezing
- Destruction

ADMIN CONSOLE SETUP

- Cycle Definitions Setup
- Retention Schedules Setup
- Locations Setup
- Cutoff Instructions Setup

Services Provided	Basic	Advanced	Comprehensive
Filing Workflow Basic Training	Not Included	Included	Included
Training Days	*1 Day:* 1 Day Records Management	*2 Days:* 1 Day Records Management 1 Day Workflow	*3 Days:* 1 Day Records Management 1 Day Workflow+ 1 Day Workshop+
Records Management Configuration Assistance Post Training	Remote 30 Days*	Remote 30 Days*	Remote 30 Days*

*Up to 30 calendar days from the initial training, not to exceed 10 hours

+Users can decide if they want to setup Flexible or Transparent Records Management.

++The 1 Day Workshop would include handholding/consulting to discuss records management processes. This could include records management matrix, filing concepts, providing proposals for new filing structures, additional discovery, etc.

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of our packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are reliant on Manufacturer's return policy.

LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

HARDWARE REQUIREMENTS & INSTALLATION

Client is responsible for ensuring they meet the recommended hardware requirements, which are available upon request. One of each of the following components will be installed as part of your Laserfiche solution by default unless your pricing, Statement of Work, or written correspondence with you states otherwise:

LASERFICHE RIO

- Laserfiche Server
- Windows Client & Administration Console
- Web Access/Client*
- Mobile
- Federated Search*
- Import Agent (if purchased)
- Directory Server (LFDS)*
- Workflow
- Forms*
- Discussions*
- Audit Trail

LASERFICHE AVANTE

- Laserfiche Server
- Windows Client & Administration Console
- Web Access/Client*
- Mobile
- Audit Trail (if purchased)
- Directory Server (LFDS)*
- Workflow
- Forms*
- Import Agent (if purchased)

LASERFICHE SUBSCRIPTION

- Laserfiche Server
- Windows Client & Administration Console
- Web Access/Client*
- Mobile
- Federated Search*
- Import Agent
- Directory Server (LFDS)*
- Records Management (Business tier)
- Workflow (Professional/Business only)
- Forms* (Professional/Business only)
- Audit Trail

**Requires SSL/TLS Certificate. Client is responsible for acquiring and installing prior to Laserfiche implementation.*

Note: *Configuring a test environment, setting up an external DMZ, and/or setting up failover/load balancing are not included by default and must be detailed and priced in Statement of Work to be implemented.*

LASERFICHE END USER LICENSE AGREEMENT (EULA)

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche EULA, which can be found at https://www.laserfiche.com/eula/home/.

- By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE ASSURANCE PLAN (LSAP)

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed.

ACTIVE LSAP BENEFITS INCLUDE:

- Easy access to our team of Laserfiche Gold Certified Support Technicians
- Remote desktop support through GoToMeeting

- Free Laserfiche version downloads
- Access to continued education through Webinars, User Groups, and Seminars
- Continued access to your Subscription environment (if applicable)
- 100% upgrade credit* for your existing software (in the event of a platform upgrade)
  ***** *Excludes moves to Subscription or Cloud*

LASERFICHE LATE PAYMENT POLICY

- If payment is not received before your Renewal Date, your Laserfiche support expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- If your on-premises support expires, your access to the Laserfiche website and Laserfiche technicians will no longer be available until payment is received.
- If your Subscription (if applicable) support expires, your access to Laserfiche will be turned off after 30 days and your access to the Laserfiche website, and Laserfiche technicians will no longer be available until payment is received.
- If your support expiration is just due to a late payment, you will still be able to access MCCi Support Technicians for 30 days.
  - However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until your support is renewed.

REINSTATEMENT FEES

- After your support has been expired for 30 days, Laserfiche will move your renewal date and will apply reinstatement fees.
  - Fees = 10% of Annual LSAP Total multiplied by the number of expired months

POLICIES

- All maintenance/subscriptions are prepaid and non-refundable.
- One year of LSAP must be purchased for all new products.
- *For new systems:*
  - The support date is set 30 days after MCCi submits software order to Laserfiche.
- *For platform upgrades to Avante or Rio:*
  - The support date is set immediately upon MCCi submitting software order to Laserfiche.
  - Remaining months of LSAP can be applied toward the new purchase.
  - To receive any available software credit for existing platform software at the time of the upgrade, Client's LSAP must be active (i.e. support/maintenance has not expired).
- *For product upgrades:*
  - To receive any available software credit for existing platform software at the time of the upgrade, Client's LSAP must be active (i.e. support/maintenance has not expired) and the support date is prorated to match Client's existing support date.
- *For moves from on-premises platforms to Subscription:*
  - Credits are not available when moving to Laserfiche Subscription licensing options from an alternative Laserfiche licensing model.
- *For additional software:* the support date is prorated to match Client's existing support date.
- *For Subscription licensing renewals:*
  - The support will automatically renew unless Laserfiche is notified of intent to cancel at least 30 days prior to the renewal date.
  - If your Laserfiche Subscription invoice remains outstanding 30 days after the renewal date, the entire Laserfiche system will be deactivated.
  - The Subscription renewal invoice will be sent 75 days prior to the anniversary date.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As your current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Solution Provider that can download software licenses and activations for you. Unless you decide to cancel your contract with MCCi or work with Laserfiche to formally change your Laserfiche Solution Provider of Record, future software purchases, upgrades, and support renewals will be processed and provided solely by MCCi.

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to Laserfiche may affect any customizations made by the user. If MCCi's help is required to correct/update any customizations made by Client, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

MASTER SERVICES AGREEMENT NO. 16458

This Master Services Agreement No. 16458 ("**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, and its Affiliates with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. It is agreed that Client's Affiliates shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

MCCi and Client may develop and enter into one or more sales orders, attached herein or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client (each, and as modified in writing by the Parties, an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (the "**Deliverables**"), and the acceptance criteria for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. To the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third party government purchasing agreement ("**Purchasing Vehicle**",) the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (collectively, "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional compensation by MCCi, until Client and MCCi have agreed in writing to change the terms of an applicable Order, or to execute a new Order, as appropriate.

2. Fees

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses quoted. Unless otherwise specified, Client will also reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, MCCi will follow Client's expense policy, to the best of its ability. If a dispute occurs regarding MCCi's billing of Order Expenses in conformity with Client's expense policy such dispute will be subject to investigation and correction; The Client acknowledges that it may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc., in the event that i) Client cancels or reschedules the event, after MCCi has made these arrangements; or ii) If Client site/team is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. In the event that MCCi is reselling a license and/or subscription to a third-party product to Client with at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. To the extent that Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefore, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth, and understands and accepts that any pricing defined in an Order does not include such taxes.

All recurring software maintenance support, subscriptions, and/or other service packages (**"Recurring Services"**) will automatically renew and be billed unless Client has terminated the Agreement per Section 4 below or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services. Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for a one (1) year period and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this

Agreement or any Order hereunder may occur upon any of the following:

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or

(b) Thirty (30) days after one Party notifies the other in writing that they are in breach or default of this Agreement, unless the negligent Party cures such breach or default within such thirty (30) day period; or

(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event"),** unless such Party cures such Bankruptcy Event within the fifteen (15) day period.

In all events, Client shall be liable for full payment for Services and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or puts on hold an Order between completed milestones, MCCi will invoice Client for a pro-rated share of the uncompleted milestone(s) for Services performed through the date of such termination or delay.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition of, or correction of any hardware or software problems that would affect the performance of Services; and (iv) any other items set forth in each Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel are or shall be deemed to be employees of Client but rather as independent contractors. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the employment of such personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will also not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi affirms to Client that these resources will adhere to and are subject to the same representations made by MCCi throughout this Agreement.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party shall be deemed to be a legal representative of the other nor has any authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

Each Party agrees not to directly or indirectly solicit, offer employment to, or accept any services outside of this Agreement from any employee or independent contractor of the other Party who provided services for the non-soliciting Party within the previous twelve (12) months, during the term of this Agreement, and for twelve (12) months thereafter. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment at such Party (including its affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its affiliates) regarding employment opportunities. The current employing Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, other Party agrees to pay a placement fee equal to fifty percent (50%) of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all

Confidential Information in any form or media obtained by a Recipient shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the Services provided under this Agreement. The Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, title to all materials, products and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to or owned by Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 8. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall immediately turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information (as hereinafter defined) of Client conveyed to MCCi. To the extent that any portion of the Deliverables includes information or material that falls within the exceptions to property of Client described in Subsection (iii) above, MCCi shall be deemed to have granted Client a paid up, world-wide, non-exclusive license to use any such information or material imbedded in the Deliverables for its internal business needs and a non-exclusive license to make copies thereof for use only in its and its affiliates' facilities, subject to third party license agreements, if any. Should MCCi, in performing any Services hereunder, use any computer program, code or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" or personal indentifying information (as defined by Client's State Data Protection Laws and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only with (i) MCCi Personnel, (ii) any third party service providers that has agreed to safeguard Personal Data in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Data when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as

required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Data and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing as soon as reasonably practicable but no later than within five (5) business days of discovering such Security Breach.

11. Warranty

(a) Services Warranty.

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiar with the subject matter for the Order in a professional, competent and workman-like manner.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon specifications, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above.

MCCi does not warrant that the Services or Deliverables will be uninterrupted or error-free, provided that MCCi shall remain obligated pursuant to this Section 11. If the Services fail to conform to the foregoing warranty in any material respect, Client's initial remedy will be for MCCi, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure. Upon failure of the foregoing, Client's remedies, and MCCi's entire liability, as a result of such failure, shall be subject to the limitations set forth in Section 12 below. The foregoing warranty is expressly conditioned upon (i) Client providing MCCi with prompt written notice of any claim thereunder prior to the expiration thereof, which notice must identify with particularity the non-conformity; (ii) Client's full cooperation with MCCi in all reasonable respects relating thereto, including, in the case of modified software, assisting MCCi to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than MCCi. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. MCCi also does not warrant any third-party products procured on behalf of Client, and if there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall, if the party at fault, pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi's then standard billing rates.

(b) General Warranty.

MCCi shall perform the Services in compliance with all applicable international, federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations and laws governing payments to and relationships with healthcare professionals, including 42 U.S.C. §1320a-7b(b); (ii) federal Food and Drug Administration laws, regulations and guidance, including the federal Food, Drug and Cosmetic Act and the Prescription Drug Marketing Act, (iii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iv) the Foreign Corrupt Practices Act of 1977, and the UK Bribery Act, the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and (v) international, federal and state privacy and data protection laws, including, but not limited to, the relevant European Union directives, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, Chapter 93H of The Massachusetts General Laws and its implementing regulations, 201 CMR 17.00, and Cal. Civ. Code § 1798.80-.84 (collectively, "**State Data Protection Laws**").

12. Indemnification and Limitation of Liability

(a) Mutual Indemnification.

Each Party (**"Indemnifying Party"**) shall to the extent permitted by law indemnify, defend and hold the other harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**"):

- For bodily injury or personal property damage arising out of the indemnifying Party's performance within the scope of its responsibilities under this Agreement.
- A breach of such the Indemnifying Party's obligations with respect to confidentiality
- A breach by the Indemnifying Party of applicable laws.

- Caused by negligent acts, omissions or willful misconduct of the Indemnifying Party.

(b) MCCi Indemnification.

MCCi shall defend, indemnify and hold Client harmless against Claims made or brought against Client by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by a party other than MCCi, or (z) arises from use of a Deliverable in combination with any other product or service not provided by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the Deliverable so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(c) Client Indemnification.

If the Services require MCCi to access or use any third party products provided or used by Client, Client warrants that it shall have all rights and licenses of third Parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to the extent permitted by law indemnify, hold harmless and defend MCCi from and against any Claims to the extent arising from MCCi's access to or use of such third party products.

(d) Indemnification Procedure.

Each indemnified Party shall give the indemnifying Party (a) prompt written notice of the Claim; (b) sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability); and (c) at indemnifying Party's cost, all reasonable assistance.

(e) Limitation of Liability.

In no event shall either Party be liable for special, exemplary, incidental, or consequential damages (including, without limitation, lost revenues, profits, savings or business) or loss of records or data, whether or not the possibility of such damages has been disclosed to such Party in advance or could have been reasonably foreseen by such Party, and whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise. Except for a Party's indemnification obligations, each Party's maximum aggregate liability for all claims, losses or other liability arising out of, or connected with, this Agreement, the Services contemplated hereunder or Client's use of any such Services or Deliverables, and whether based upon contract, warranty, strict liability, tort (including, without limitation, negligence), or otherwise, shall in no case exceed the aggregate amounts paid to MCCi by Client under the applicable Order, giving rise to such claim during the last six (6) months. Each Party's entire liability and Client's remedies under this Agreement shall be subject to the limitations contained in this Section 12. The limitations on warranty and liability specified in Sections 11 and 12 hereof will survive and apply even if any limited remedy herein is found to have failed of its essential purpose.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and $1,000,000 employers' liability
- Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate
- Professional Liability: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Errors and Omissions: $1,000,000 per occurrence
- Cyber and Technical Errors and Omissions: $3,000,000 in the aggregate

14. Notices

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to MCCi	If to Client:
MCCi, LLC	Firestone, CO
3717 Apalachee Parkway, Suite 201	PO Box 100
Tallahassee, FL 32311	Firestone, CO 80520
Attn: Legal Department	Attn: Jessica Koenig
Email: legal@mccinnovations.com	

15. Miscellaneous

(a) 3rd Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any 3rd party End User License Agreements (**"EULA"**), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

(b) Use of Open Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any

software or other Intellectual Property that is distributed or made available as "open source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source Materials includes software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCi Software Configuration Services.

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

(e) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(f) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify MCCi's records to confirm MCCi's billing to Client is correct.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

(g) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any Party or entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if the succeeding party or entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(h) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(i) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(j) Dispute Resolution.

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations or the working relations between the Parties under this Agreement or any Order, then the Parties will make every effort to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(k) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(l) Publicity.

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 7 of this Agreement.

(m) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other

prior or contemporaneous communications between the Parties relating to the subject matter herein.

(n) Counterparts.
This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

MASTER SERVICES AGREEMENT NO. 16458

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC	**FIRESTONE, CO ("Client")**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO BOX 100 FIRESTONE, CO 80520

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 6.d **Consent Agenda** **Meeting Date:** October 28, 2020 **Initiated By:** **Dept:** Planning & Development

AGENDA TITLE

Resolution 20-104: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE PARTIAL ASSIGNMENT OF INTEREST IN THE SUBDIVISION AGREEMENT FOR COTTONWOOD HOLLOW, FILING NO. 1 FROM MORTGAGE CONSULTANTS, LLC TO MELODY HOMES, INC.

SUMMARY

On May 1, 2019, Mortgage Consultants, the developer of Cottonwood Hollow Filing No. 1, entered into a Subdivision Agreement with the Town of Firestone. The Subdivision Agreement details the rights and obligations of the developer and the Town in order to construct Filing No. 1 of the subdivision.

Mortgage Consultants desires to convey certain lots and tracts of the subdivision and partially assign the Subdivision Agreement along with certain rights and obligations, including the improvement surety to Melody Homes. Consistent with Section 8.4 of the Subdivision Agreement, Mortgage Consultants has provided advance notice of this assignment and has requested written approval by the Town.

HISTORY AND PREVIOUS BOARD ACTION

On May 1, 2019, Mortgage Consultants, the developer of Cottonwood Hollow Filing No. 1, entered into a Subdivision Agreement with the Town of Firestone.

RECOMMENDATION

Staff recommends that the Board approve the attached resolution authorizing the Mayor to sign the Partial Assignment of Subdivision Agreement for Cottonwood Hollow Filing No. 1.

ALTERNATIVES

ATTACHMENTS

1. Reso 20-104 Cottonwood Hollow F1 Assignment Approval

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 20-104

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE PARTIAL ASSIGNMENT OF INTEREST IN THE SUBDIVISION AGREEMENT FOR COTTONWOOD HOLLOW, FILING NO. 1 FROM MORTGAGE CONSULTANTS, LLC TO MELODY HOMES, INC.

WHEREAS, Mortgage Consultants, LLC ("Mortgage Consultants"), a Colorado limited liability company, and the Town of Firestone ("Town") entered into that certain Subdivision Agreement ("Agreement") for Cottonwood Hollow Filing No. 1 recorded in the records of the Clerk and Recorder of Weld County, Colorado at Reception No. 4485835 on May 1, 2019; and

WHEREAS, Section 8.4 of the Agreement permits the assignment of the Agreement to other parties upon written approval of the Town; and

WHEREAS, Mortgage Consultants provided advance notice as required in Section 8.4 of the Agreement to the Town of its intent convey lots and tracts in Cottonwood Hollow Filing No. 1 to Melody Homes, Inc. ("Melody"), and assign certain rights and obligations of the Agreement to Melody; and

WHEREAS, Mortgage Consultants and Melody, who desires to fulfill the Agreement's obligations, to the extent such obligations apply to the property within the Subdivision that is being acquired by Melody, request the Town approve the proposed assignment of the Agreement; and

WHEREAS, the Board of Trustees of the Town of Firestone, Colorado has considered the proposed Assignment and Assumption Agreement, attached here to as Exhibit A, on October 28, 2020; and

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

Section 1. The Board of Trustees of the Town of Firestone hereby approves the Partial Assignment and Assumption Agreement, in substantially the same form as the copy attached hereto as Exhibit A and incorporated herein. The Town Manager, or his designee, is authorized hereafter to amend the terms and conditions of the Partial Assignment and Assumption Agreement, or to clarify the nature and extent of the rights and obligations to be assigned to Melody. The Mayor is authorized to execute the Partial Assignment and Assumption Agreement on behalf of the Town upon the Town receiving notification from Mortgage Consultants and Melody that the agreement has been duly executed by each party.

INTRODUCED, READ AND ADOPTED this 28th day of October, 2020.

TOWN OF FIRESTONE, COLORADO

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

Exhibit A

Partial Assignment and Assumption Agreement

PARTIAL ASSIGNMENT OF SUBDIVISION AGREEMENT
COTTONWOOD HOLLOW, FILING 1

THIS PARTIAL ASSIGNMENT OF SUBDIVISION AGREEMENT ("Assignment") is made and entered into this _____ day of _____, 2020, by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation ("Town"), **MORTGAGE CONSULTANTS, LLC**, a Colorado limited liability company ("Mortgage" or "Assignor"), and **MELODY HOMES, INC.**, a Delaware corporation ("Melody" or "Assignee").

WHEREAS, Mortgage Consultants and the Town entered into that certain SUBDIVISION AGREEMENT for COTTONWOOD HOLLOW FILING NO. 1 (the "Agreement"), recorded on May 1, 2019 at Reception No. 4485835 in the Office of the Weld County Clerk and Recorder, whereby Mortgage Consultants, as the Subdivider defined in the Agreement, agreed to plan for, install and construct public improvements required to serve the Cottonwood Hollow Filing 1 subdivision (the "Subdivision"), as legally described in the Agreement;

WHEREAS, Mortgage is under contract to sell to Melody all of the platted lots within the Subdivision which platted lots are identified and described on **Exhibit A**, attached hereto and incorporated herein ("Melody Property"); and

WHEREAS, under the contract for sale, Melody has agreed to complete the public improvements required to be constructed by Mortgage under the Agreement that are described and identified in Exhibit B to the Agreement ("Melody-Provided Public Improvements");

WHEREAS, Mortgage desires to assign to Melody a portion of its rights, title, interest, and obligations under the Agreement, but only to the extent such rights and obligations apply to the Melody Property and the Melody-Provided Public Improvements, and Melody desires to fulfill the Agreement's obligations to the extent such obligations apply to the Melody Property and Melody-Provided Public Improvements; and

WHEREAS, Section 8.4 of the Agreement requires Mortgage to provide to the Town written notice of any proposed transfer, assignment or delegation of all or any portion of Mortgage's rights and obligations under the Agreement to any successor; and

WHEREAS, Section 8.4 of the Agreement further provides that any of the rights and obligations of Mortgage under the Agreement may not be assigned without the written consent of the Town; and

WHEREAS, as required by Section 1.11 of the Agreement, Mortgage has posted cash in the amount of $3,900,254.00 to guarantee completion of the improvements required by the Agreement ("Improvement Guarantee")

WHEREAS, the Town consents to the proposed Assignment of the Agreement from Mortgage to Melody upon the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the recitals, promises, covenants and undertakings herein set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the Town, Mortgage Consultants and Melody agree as follows:

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

2. Partial Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgage hereby assigns, sets over and transfers to Melody all right, title, interest and obligations under the Agreement to the extent such right, interest and obligations apply to the Melody Property and Melody-Provided Public Improvements ("Assigned Rights and Obligations"). Notwithstanding the foregoing, Assignor shall retain all rights, title, obligations and interest in all sections of the Agreement other than the Assigned Rights and Obligations and that apply to any and all portions of the Subdivision not otherwise acquired by or conveyed to Assignee. Assignor shall further retain all obligations in the following sections of the Agreement and agrees to perform the same: Sections 2.1, 4.1, 4.3 and 4.4.

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

4. Replacement of Improvement Guarantee. Melody warrants that it shall replace Assignor's Improvement Guarantee with new security of its own in a form and in the amount required by Section 1.11 of the Agreement, but no less than the amount of Assignor's Improvement Guarantee, unless the Town determines at its sole discretion that such new security can be issued at a lesser amount. Melody shall provide the Town a new Improvement Guarantee within 30 days of execution of this Assignment. Such Improvement Guarantee shall be maintained in accordance with and shall otherwise be subject to all terms and requirements of the Agreement. Upon receipt of Assignee's Improvement Guarantee meeting the requirements of the Agreement, the Town shall return to Mortgage Consultants the Improvement Guarantee posted by it.

5. Effect. Notwithstanding anything in this Assignment to the contrary, this Assignment shall become effective upon the later of full execution by the parties hereto or the date Melody closes on the purchase of the Melody Property.

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

7. Successors and Assigns. This Assignment shall be binding upon the parties and the successor entity of any party and will be deemed a covenant running with land included within the Subdivision and will be binding upon all successors in ownership of the land within the Subdivision; provided, however, that in no event will the purchaser of any platted lot within the

Subdivision upon which a dwelling has been constructed and issued a certificate of occupancy be deemed to be a successor to Ass hereunder.

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

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

[signature page follows]

MELODY HOMES, INC.
a Delaware Corporation

By:_____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____, as _____ of **MELODY HOMES, INC.**, a Delaware corporation.

Witness my hand and official seal.

My commission expires:_____

(SEAL) _____
Notary Public

MORTGAGE CONSULTANTS, LLC
a Colorado limited liability company

By:_____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____, as _____ of **MORTGAGE CONSULTANTS, LLC**, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:_____

_____
(SEAL) Notary Public

ACKNOWLEDGEMENT OF NOTICE AND CONSENT TO ASSIGNMENT

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

TOWN OF FIRESTONE, COLORADO

By: _____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

Exhibit A
Melody Property

Lots 1 through 34, Block 1,
Lots 1 through 12, Block 2,
Lots 1 through 3, Block 3,
Lots 1 through 9, Block 4,
Lots 1 through 11, Block 5,
Lots 1 through 17, Block 6,
Cottonwood Hollow, Filing 1
Town of Firestone, Weld County, State of Colorado

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 6.e **Consent Agenda** **Meeting Date:** October 28, 2020 **Initiated By:** **Dept:** Planning & Development

AGENDA TITLE

Resolution 20-105: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AMENDMENT TO THE SUBDIVISION AGREEMENT FOR COTTONWOOD HOLLOW, FILING NO. 1

SUMMARY

On May 1, 2019, Mortgage Consultants, the developer of Cottonwood Hollow Filing No. 1, entered into a Subdivision Agreement with the Town of Firestone. The Subdivision Agreement details the rights and obligations of the developer and the Town in order to construct Filing No. 1 of the subdivision.

Mortgage Consultants desires to convey lots and tracts within the Filing to Melody Homes and desires to amend the Subdivision Agreement with certain provisions as detailed in the attached resolution to accommodate the successful conveyance.

HISTORY AND PREVIOUS BOARD ACTION

On May 1, 2019, Mortgage Consultants, the developer of Cottonwood Hollow Filing No. 1, entered into a Subdivision Agreement with the Town of Firestone.

RECOMMENDATION

Staff recommends that the Board approve the attached resolution authorizing the Mayor to sign the First Amendment to the Subdivision Agreement for Cottonwood Hollow Filing No. 1.

ALTERNATIVES

ATTACHMENTS

1. Reso 20-105 Cottonwood Hollow F1 SDA Amendment

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 20-105

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AMENDMENT TO THE SUBDIVISION AGREEMENT FOR COTTONWOOD HOLLOW, FILING NO. 1

WHEREAS, Mortgage Consultants, LLC ("Mortgage Consultants"), a Colorado limited liability company, and the Town of Firestone ("Town") entered into that certain Subdivision Agreement ("Agreement") for Cottonwood Hollow Filing No. 1 recorded in the records of the Clerk and Recorder of Weld County, Colorado at Reception No. 4485835 on May 1, 2019; and

WHEREAS, in anticipation of Mortgage Consultant's proposed transfer of certain lots and tracts in Cottonwood Hollow Filing No. 1 to Melody Homes, Inc. ("Melody"), the parties desire to amend, modify, change or alter certain provisions of the Agreement to facilitate the proposed transfer to Melody; and

WHEREAS, the Board of Trustees of the Town of Firestone, Colorado wishes to authorize the execution of a "First Amendment to Subdivision Agreement," attached here to as Exhibit A,

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

Section 1. The First Amendment to Subdivision Agreement pertaining to the Cottonwood Hollow Filing No. 1 Subdivision is approved in substantially the same form as the copy attached hereto as Exhibit A and incorporated herein. The Mayor is authorized to execute the amendment on behalf of the Town upon the Town receiving notification from Mortgage Consultants that the agreement has been duly executed by Mortgage Consultants.

INTRODUCED, READ AND ADOPTED this 28th day of October, 2020.

TOWN OF FIRESTONE, COLORADO

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

Exhibit A

Partial Assignment and Assumption Agreement

When recorded return to:
_____
_____
_____

FIRST AMENDMENT TO SUBDIVISION AGREEMENT
(Cottonwood Hollow, Filing 1)

THIS FIRST AMENDMENT TO SUBDIVISION AGREEMENT ("First Amendment") is made and entered into this ___ day of _____, 2020, with reference to that certain SUBDIVISION AGREEMENT for Cottonwood Hollow, Filing 1 by and between the TOWN OF FIRESTONE, a Colorado municipal corporation ("Town"), and Mortgage Consultants, LLC, a Colorado limited liability company ("Subdivider"), which Agreement was recorded May 1, 2019 as Reception No. 4485835 in the Office of the Weld County Clerk and Recorder ("Agreement").

WHEREAS, the Town and Subdivider desire to amend certain terms of the Agreement.

NOW THEREFORE, in consideration of the recitals, promises, covenants and undertakings herein set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the Town and Subdivider agree as follows:

1. Subdivider is under contract to sell the platted lots in the Subdivision to Melody Homes, Inc. ("Melody"). Provided that Melody closes on the acquisition of the lots pursuant to that contract, Section 1.3(b) of the Agreement is amended to change the date "October 1, 2020" to "October 1, 2021".

2. Sections 1.7 and 1.8 are amended to change "one (1) year" to "two (2) years".

3. Section 4.1 is amended to reference Exhibit D instead of Exhibit E, and Exhibit D is amended to remove Tract F. Subdivider shall convey Tract B, C, D, F, H, J, M through Q, S and T to the Cottonwood Hollow Residential Metropolitan District within five (5) days after the effective date of this First Amendment by special warranty deed.

4. Within five (5) days after the effective date of this First Amendment, Subdivider shall execute and record a correction deed for Tracts E, K and L in a form satisfactory to the Town.

5. In the event of any conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control.

6. Except as amended by this First Amendment, the Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Town and Subdivider have executed this First Amendment to Subdivision Agreement as of the day and year first above set forth.

TOWN OF FIRESTONE, COLORADO

By: _____
Bobbi Sindelar, Mayor

ATTEST:

By: _____
Town Clerk

SUBDIVIDER:
MORTGAGE CONSULTANTS, LLC
a Colorado corporation

By: _____
Name: _____
Its: _____

STATE OF COLORADO)
) ss
COUNTY OF _____)

The above and foregoing signature of _____, as _____of Mortgage Consultants, LLC, was subscribed and sworn to before me this _ day of _____, 2020.

Witness my hand and official seal.

My commission expires on: _____.

(SEAL)

_____
Notary Public

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 8.a **Presentation** **Meeting Date:** October 28, 2020 **Initiated By:** Jessica Koenig **Dept:** Town Clerk

AGENDA TITLE
Frederick-Firestone Fire Protection District Emergency Operations Plan

SUMMARY
Merrie Garner, Emergency Management Coordinator of the Frederick-Firestone Fire Protection District, will provide a report regarding the Carbon Valley Emergency Management Agency and the Emergency Operations Plan.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS
1. Frederick-Firestone Fire Protection District - Municipal Boards Report 10.06.2020

FINANCIAL CONSIDERATIONS

CARBON VALLEY
EMERGENCY MANAGEMENT AGENCY

CVEMA

10.12.2020

Elected Officials Report

The Carbon Valley Emergency Management Agency was established in April 2019.

☑ **Emergency Management Coordinator, Merrie Garner:**

- *14 years emergency management experience, Boulder County and Weld County.*
- *Qualifications:*
  - Bachelor of Science, Music and Business.
  - Master's degree Organizational Leadership, in progress, completion 2022.
  - Certified Emergency Manager (CO-CEM).
  - Certified FEMA Master Continuity Planner.

☑ **CVEMA Accomplishments:**

- *Defined CVEMA Service Area.*
- *Developed a CVEMA budget.*
- *Assisted municipalities and fire districts with emergency planning for community events.*
- *Developed needs assessment for CV Emergency Operations Center (EOC) and received grant funding for computers and equipment.*
- *Supported COVID-19 response, resource needs, situational awareness, recovery coordination.*
- *Developed an emergency management training plan for CV agencies.*
- *Presented disaster finance course for all agency finance directors and personnel.*
- *Began network with oil and gas for the CVEMA service area.*
- *Emergency Management Coordinator Garner co-chairing Carbon Valley Network group.*
- *Researched and revised current Emergency Operations Plan and 20 annexes with new comprehensive format; Coordinated with Weld County and State of Colorado plans.*

☑ **Ongoing activities:**

- *Activate the Carbon Valley Emergency Operations Center (EOC) in support of incident response and recovery.*
- *Attend all Weld County, regional and statewide meetings related to emergency management and develop relationships with partner agencies.*
- *Inclusive community disaster planning, preparedness outreach and education, and community resilience development.*

☑ **Upcoming actions:**

- *Revised Carbon Valley EOP and 20 supporting annexes. GOAL: Adopted by all Agencies by January 31, 2021. [Updated every three years]*
- *Updated Municipal Community Profiles – Weld County Hazard Mitigation Plan – Adopted by all Agencies February 2021 [Updated every five years]*

> *"We are not preparing for the world we live in; we are preparing for the world we find ourselves in."*
>
> *~Michael Mabee*

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 9.a **Land Development** **Meeting Date:** October 28, 2020 **Initiated By:** Marty Ostholthoff **Dept:** Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 20-98: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR 19 & 26 CROSSINGS FILING NO. 1

SUMMARY

The applicants and property owners, 19 & 26, LLC., are proposing a re-subdivision of Lot 1, Block 1, Mountain Vistas subdivision into two developable lots, one tract for future development, and one outlot for drainage and utility purposes. The final plat application is being processed concurrently with a final development plan for the proposed Lot 1.

HISTORY AND PREVIOUS BOARD ACTION

The Mountain Vistas subdivision was approved by the Board of Trustees in July 2008, and the 19 & 26 Crossings Outline Development Plan (ODP) or zoning was approved by the Board of Trustees in November 2017.

RECOMMENDATION

Town staff recommends the Board of Trustees approve Resolution 20-98, a resolution approving the 19 & 26 Crossings Final Plat application with the following conditions:

1. Modify plans and application materials pursuant to the Town Engineer's comments set forth in memoranda dated September 1, 2020, to the Town's satisfaction.
2. Modify plans and application materials pursuant to the Planning & Development Department's comments in memoranda dated September 9, 2020, to the Town's satisfaction.
3. Provide an updated title commitment when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
4. Technical corrections to the 19 & 26 Crossing Filing No. 1 Final Plat shall be made to the Town's satisfaction.

ALTERNATIVES

n/a

ATTACHMENTS

1. 19 & 26 Crossing FP-FDP BOT Staff Report
2. 19 & 26 Crossings Telephonic Acknowledgement
3. Reso 20-98 19 & 26 Crossings F1 Final Plat
4. 19 & 26 Crossings F1 Final Plat
5. Staff Presentation 19 & 26 Crossings F1 FP-FDP
6. Applicant Presentation 19&26 Crossing

FINANCIAL CONSIDERATIONS

n/a

Staff Report

19 & 26 Crossings Filing No. 1 Final Plat
and
Lot 1, 19 & 26 Crossings Final Development Plan

Prepared by the
Town of Firestone for the
Board of Trustees

October 28, 2020

Applications
This staff report is for the 19 & 26 Crossings Filing No. 1 Final Plat (Final Plat) and the Lot 1, 19 & 26 Crossings Final Development Plan (FDP). The applicant for the Final Plat and FDP is 19 and 26, LLC and member representative Don Strain.

Notice
Pursuant to the Town Code and Development Regulations, proper notification of the public hearings were published. Proof of notification to surrounding property owners and a property posting affidavit have been provided by the applicants.

Location and Process
The approximate location of the Final Plat and FDP is the southwest corner of Zinnia Avenue (WCR 26) and Locust Street (WCR 19). The Final Plat and FDP approvals are the final steps in the Firestone Development Code process prior to the building permit process.

Final Plat Analysis
The entirety of the 19 & 26 Crossings Filing No. 1 Final Plat property is zoned Planned Unit Development with Employment Center (EC PUD) and Regional Commercial (RC PUD) land uses and is approximately 36.82 acres in size as identified on the 19 & 26 Crossings Outline Development Plan (ODP). The proposed Final Plat creates two developable lots, one tract for future development, and one outlot for drainage and utility purposes. Access into Lot 1 will be from Locust Street and access into Lot 2 will be from Zinnia Avenue.

The Final Plat also shows the location of existing easements as well proposed easements, and their intended purpose on the property.

Final Development Plan Analysis
The Lot 1, 19 & 26 Crossings FDP is approximately 10.78 acres in size and is proposed to be developed with an industrial services building of approximately 10,000 square feet for the maintenance of industrial equipment and heavy trucks. Also included on this lot is approximately 8.7 acres of outdoor equipment and vehicular storage. The proposed use of Lot 1 is consistent with the approved ODP.

The proposed building and associated parking fronts onto Locust Street, with one access point into the site. The proposed outdoor vehicle and equipment storage is located behind the proposed building and is accessed via a gate. The outdoor storage area will be screened, to the maximum extent practicable, by 6 foot tall privacy fences consisting of wood fencing facing Locust Street and chain link fencing with slats along the north, south and west property lines.

Furthermore, the development will comply with applicable setback, landscape, lighting, architecture and signage requirements.

Concurrent with the development of Lot 1, the detention pond on Outlot A will need to be constructed and operational prior to the occupancy of the property for the proposed uses.

Building Height
The maximum building height allowed per zoning is 45 feet. The proposed building is approximately 30 feet in height.

Open Space
The annexation agreement for this property requires a minimum of 10 percent of the site to be dedicated for open space purposes or the equivalent amount to be paid as a fee-in-lieu of land dedication. The total dedication requirement for the entirety of the Final Plat is 3.68 acres. Staff has determined that 40 percent of this dedication or 1.472 acres will be collected with the Lot 1 FDP as fee-in-lieu. In the future, the Town will collect the remaining 2.208 acres of fee-in-lieu of dedication when Lot 2 is entitled through a future FDP application.

The applicant, per a condition of approval, will pay $36,800.00 as the pro-rata share (Lot 1 only) of the required fee-in-lieu of open space dedication prior to the recordation of the FDP.

Oil and Gas Facilities
There is one plugged and abandoned well on the property as shown on the Final Plat. Additionally, there are several active and abandoned oil/gas pipelines on the property. The active pipelines will be protected as surface parking will not be permitted over these active lines. The abandoned gas pipeline that runs due north through the property has been abandoned in place. This abandoned line will need to be physically removed from the property prior to the issuance of a building permit on the property.

Utility and Services
Water service will be provided directly from the Central Weld County Water District as the Town of Firestone does not have water infrastructure in reasonable proximity to the property.

Additionally, sanitary sewer service provided by the St. Vrain Sanitation District is not available in reasonable proximity to the property. Therefore, the applicant will be required to obtain a commercial septic permit from Weld County Department of Environmental Health Services.

The water tap and septic permit must be obtained prior to the issuance of a building permit on the property.

Electrical service is provided by United Power, which has existing service adjacent to the property. The existing overhead power lines along Locust Street will be undergrounded as part of this development.

Fiscal Analysis
The proposed development will provide employment opportunities as well as providing needed industrial services and storage areas.

_____

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.

RECOMMENDATIONS

Final Plat

Town staff recommends the Board of Trustees approve draft Resolution 20-98, a resolution approving the 19 & 26 Crossings Final Plat application with the following conditions:

1. Modify plans and application materials pursuant to comments of the Town Engineer set forth in memoranda dated September 1, 2020, to the Town's satisfaction.

2. Modify plans and application materials pursuant to comments of the Planning & Development Department set forth in memoranda dated September 9, 2020, to the Town's satisfaction.

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

4. Technical corrections to the 19 & 26 Crossing Filing No. 1 Final Plat shall be made to the Town's satisfaction.

Final Development Plan

Town staff recommends the Board of Trustees approve draft Resolution 20-99, a resolution approving the Lot 1, 19 & 26 Crossings Final Development Plan application with the following conditions:

1. Modify plans and application materials pursuant to comments of the Town Engineer set forth in memoranda dated September 1, 2020, to the Town's satisfaction.

2. Modify plans and application materials pursuant to comments of the Planning & Development Department set forth in memoranda dated September 9, 2020, to the Town's satisfaction.

3. Technical corrections to the Lot 1, 19 & 26 Crossing Filing No. 1 Final Development Plan shall be made to the Town's satisfaction.

4. Lot 1, 19 & 26 Crossing Filing No. 1 Final Development Plan shall not be recorded until the 19 & 26 Crossing Filing No. 1 Final Plat is recorded.

5. Fee-in-lieu of Open Space Dedication in the pro-rata share amount of $36,800.00 shall be paid to the Town prior to the recordation of the Lot 1, 19 & 26 Crossings Filing No. 1 Final Development Plan.

6. Removal of the underground oil/gas pipeline located within the fifty (50) foot wide easement recorded by Weld County at Reception No. 1707669, shall be removed prior to

the issuance of any building permit for Lot 1, 19 & 26 Crossings Final Development Plan.

7. No building permit shall be issued on Lot 1, 19 & 26 Crossings Final Development Plan until such time proof of payment has been made to United Power for the removal of overhead power lines located within and adjacent to Locust Street (WCR 19).

DocuSign Envelope ID: DD136BFF-3F3A-47AB-BFAD-9173B71A7841

October 7, 2020

To Whom It May Concern:

I represent 19 & 26, LLC Crossings in connection with its pending application with the Town of Firestone. 1919 & 26 Crossings, as the applicant in such application, hereby expressly authorizes the Town to proceed with conducting the Planning and Zoning Commission and Town Board public hearings for the Final Plan and Final Development Plan for 19 & 26 Crossings under the Town's Orientation Telephonic Participation Policy. The applicant understands that the hearing will include accommodations made for Telephonic Participation by the applicant and/or the public. The applicant is waiving any legal challenge on the basis that the hearing will be conducted via Telephone Participation.

Regards,

Jenni Lee Stults
Project Manager

RESOLUTION NO. 20-98

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR 19 & 26 CROSSINGS FILING NO. 1

WHEREAS, 19 & 26 LLC ("Applicant"), as owner of certain real property described as Lot 1, Block 1, Mountain Vistas final plat (the "Property"), has submitted a proposed final plat for the Property, entitled "19 & 26 Crossings Filing No. 1" (the "Final Plat"); and

WHEREAS, the Firestone Planning & Zoning Commission, after conducting a public hearing on the Final Plat on October 14, 2020 rendered a decision recommending approval of the Final Plat with four (4) conditions as more fully set forth in PC 20-16, dated October 14, 2020; and

WHEREAS, after reviewing the record of the Planning & 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 the proposed Final Plat to be in substantial compliance with the technical requirements of the Town of Firestone subdivision and zoning ordinances.

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

Section 1. The Board of Trustees acknowledges the Planning & Zoning Commission's findings of fact in this case, as detailed in Resolution PC 20-16.

Section 2. The above Recitals and Findings of the Board of Trustees are hereby incorporated into this resolution.

Section 3. The Board of Trustees hereby approves the final plat for 19 & 26 Crossings Filing No. 1, attached hereto as Exhibit A and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:.

(a) Modify plans and application materials pursuant to comments of the Town Engineer set forth in memoranda dated September 1, 2020, to the Town's satisfaction.

(b) Modify plans and application materials pursuant to comments of the Planning & Development Department set forth in memoranda dated September 9, 2020, to the Town's satisfaction.

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

(d) Technical corrections to the 19 & 26 Crossing Filing No. 1 final plat shall be made to the Town's satisfaction.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the Final Plat is hereby accepted by the Town of Firestone, subject however,

to the condition that the Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

Section 5. The Mayor and Town Clerk are hereby authorized and directed to certify upon the Final Plat the Town's approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the Final Plat with Weld County Clerk and Recorder's office upon fulfillment of all conditions as indicated herein.

Section 6**.** Unless otherwise extended by resolution of the Board of Trustees, the approval of the Final Plat shall be null and void if the conditions set forth in Section 3 are not complied with within one hundred and twenty (120) days of the date of this Resolution.

PASSED AND ADOPTED this 28th day of October, 2020.

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

EXHIBIT A
19 & 26 Crossings Filing No. 1 Final Plat

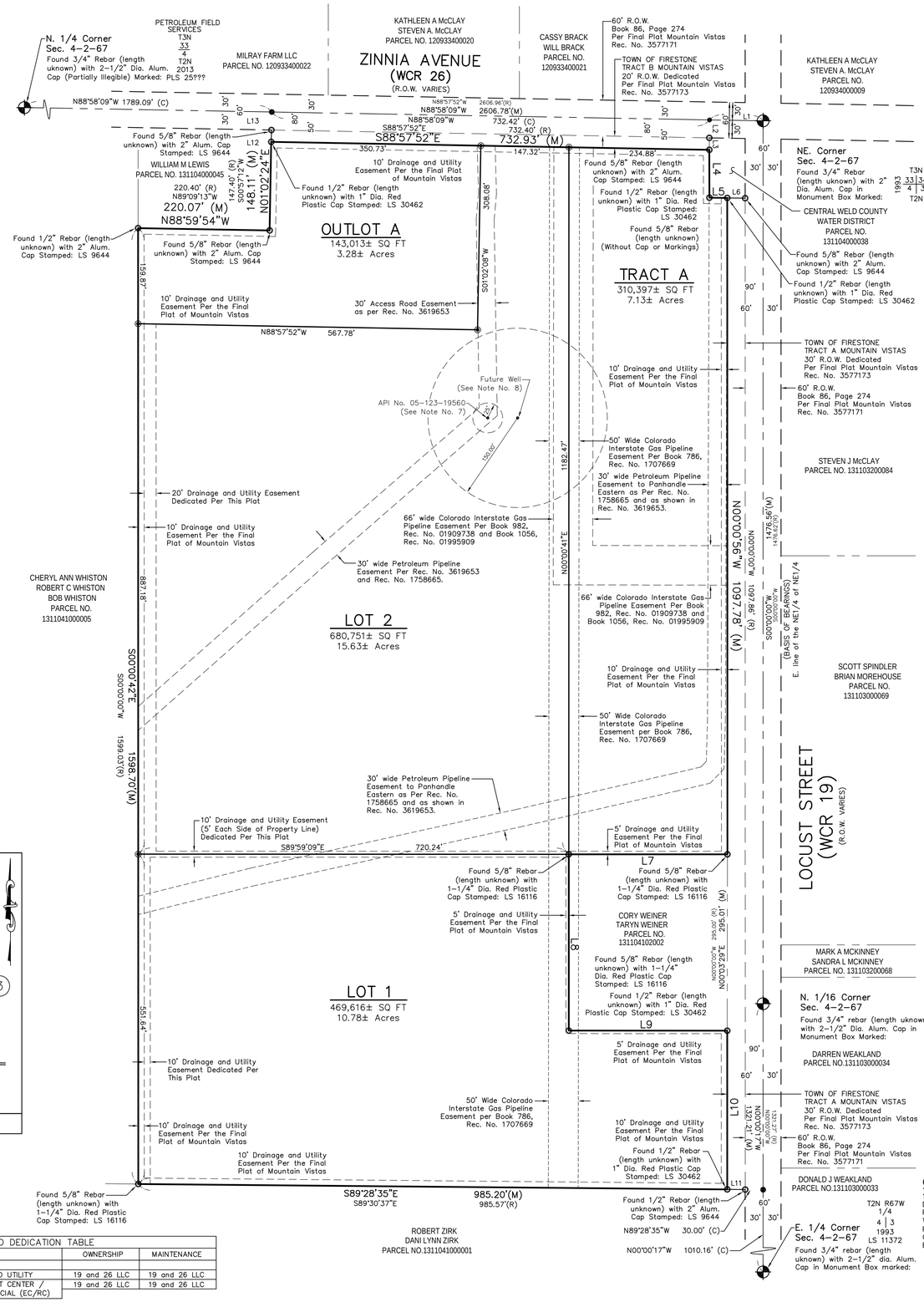
FINAL PLAT
19 & 26 CROSSINGS FILING NO. 1

A PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

NORTH
WEST EAST
SOUTH

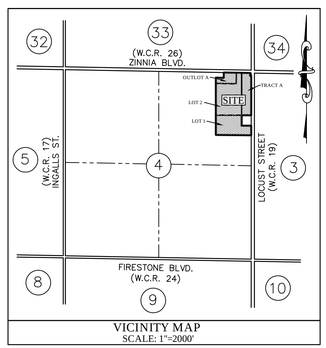
SCALE : 1" = 100'

STATEMENT OF LINEAR UNITS USED:
Linear Units Used for this survey – U.S. Survey Feet



LINE LEGEND:
Indicates Adjoining Property Line
Indicates Subject Property Boundary Line
Indicates Easement line
Indicates Road Right–of–Way Line
Indicates Section Line

LINE TABLE		
LINE	BEARING	DISTANCE
L1 (M)	N88°58'09"W	89.56'
L1 (R)	N88°57'52"W	89.56'
L2 (M)	S00°49'56"W	30.06'
L2 (R)	S01°02'08"W	30.00'
L3 (M)	S00°05'20"E	19.94'
L3 (R)	S00°01'17"E	20.00'
L4 (M)	S00°05'19"E	80.07'
L4 (R)	N00°01'17"W	79.85'
L5 (M)	N89°09'17"W	29.83'
L5 (R)	N88°54'03"W	30.07'
L6 (M)	S89°09'17"E	30.00'
L6 (R)	S88°54'03"E	30.00'
L7 (M)	S89°59'09"E	265.33'
L7 (R)	N90°00'00"E	265.32'
L8 (M)	N00°00'41"E	294.94'
L8 (R)	N00°00'00"W	295.00'
L9 (M)	N89°58'15"W	265.09'
L9 (R)	N90°00'00"W	265.32'
L10 (M)	N00°00'00"W	265.39'
L10 (R)	N00°00'00"W	265.04'
L11 (M)	N89°28'35"W	30.00'
L11 (R)	N89°30'37"W	30.00'
L12 (M)	S01°02'24"W	19.82'
L12 (R)	S00°57'12"W	20.00'
L13 (C)	S01°02'24"W	30.11'



VICINITY MAP
SCALE: 1"=2000'

TRACT OWNERSHIP AND DEDICATION TABLE					
PARCEL	AREA		USE	OWNERSHIP	MAINTENANCE
	SF	AC			
OUTLOT A	143,013	3.28	DRAINAGE AND UTILITY	19 and 26 LLC	19 and 26 LLC
TRACT A	310,397	7.13	PUD EMPLOYMENT CENTER / REGIONAL COMMERCIAL (EC/RC)	19 and 26 LLC	19 and 26 LLC

PROPERTY DESCRIPTION:

Lot 1, Block 1, Mountain Vistas, being a part of the Northeast Quarter of Section 4, Township 2 North, Range 67 West of the 6th P.M., Town of Firestone, County of Weld, State of Colorado.

OWNERSHIP AND DEDICATION:

Known all men by these presents, that the undersigned 19 and 26 LLC, a Colorado Limited Liability Company being the owner of the land shown in this final plat and described as follows:

All of Lot 1, Block 1, **MOUNTAIN VISTAS**, as recorded September 9, 2008 at Reception No. 3577173 of the records of Weld County, located in the Northeast Quarter of Section 4, Township 2 North, Range 67 West of the 6th Principle Meridian, Town of Firestone, County of Weld, State of Colorado. Said parcel contains 36.820 acres, more or less and is subject to all easement and right–of–way of record or existing or indicated on this plat.

Have laid out, subdivided and platted said land as per drawing hereon contained under the name and style of **19 & 26 CROSSINGS FILING 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 easement 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 utility, other serving public entities and/or Century Link, which when constructed or installed shall remain and/or become the property of such municipality franchised utility, other serving public entities, and/or Century Link, and shall not become the property of the Town of Firestone, Colorado.

Owner: 19 and 26 LLC, a Colorado Limited Liability Company

_____
By: Member of 19 and 26 LLC – Don Strain, Owner

State of Colorado)
SS
County of_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020.

My commission expires: _____.

Witness my Hand and Official Seal

_____
Notary Public

GENERAL NOTES:

1. **BASIS OF BEARINGS STATEMENT:** Basis of Bearings for this survey are based on a record bearing of N00°00'00"W on the East line of the Northeast Quarter of Section 4, Township 2 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado. Record bearing derived from said Final Plat of Mountain Vistas as filed for record in the Real Property Records of the Office of the Clerk and Recorder of Weld County, Colorado. Note: Monumentation of said line as shown on Map.
2. For all information regarding ownership of record, Intermill Land Surveying Inc. relied on the Title Commitment prepared for Westcor Land Title Insurance Company by Unified Title Company of Northern Colorado, LLC, File No.: 16847UTG, Version No. 1, dated January 7, 2019 at 8:00 am. The property shown and described hereon is described in said title commitment. Intermill Land Surveying Inc. has made no investigation or independent search for easements recorded/unrecorded, encumbrances, restrictive covenants, ownership title evidence or any other facts that an accurate and current title search may disclose.
3. Adjacent property owner information obtained from the Weld County Assessors web site on June 11, 2019. Verification of deeds for adjoining property owner information was not performed by Intermill Land Surveying, Inc. for this survey.
4. Outlot A shall hereby be dedicated as a Drainage and Utility easement.
5. FLOOD ZONE NOTE: Per the Flood Insurance Rate Map (FIRM) Community Panel No. 08123C1895E, (Effective Date of January 20, 2016) as prepared by the Federal Emergency Management Agency (FEMA) for this area, the subject property lies within Zone X (areas of limited flooding). As FEMA regulated flood areas do not appear to affect the subject properties, it is always in one's best interest to consult with the City of Fort Lupton, Colorado and/or Weld County, Colorado to discuss the possibility of additional 'locally' regulated flood hazard areas affecting the subject property.
6. Underground oil/gas facilities and/or utilities were not located for this plat, unless otherwise noted hereon. It is recommended prior to any construction that the property owner(s) coordinate with and/or verify the location of any said underground facilities and/or utilities.
7. No Structures, Temporary, or Permanent Shall Be Constructed within the 25' Setback for the Plugged and Abondoned Well Located on Lot 2.
8. No Structures, Temporary, or Permanent Shall Be Constructed within the 150' Setback for the Future Well Located on Lot 2.
9. 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.
10. MONUMENTATION:
    - (C) Indicates calculated bearing and/or distance. Did not find or set monumentation.
    - (M) Indicates measured bearing and/or distance.
    - (R) Indicates record bearing and/or distance per the Final Plat of Mountain Vistas as recorded at Reception No. 3577173 on September, 9, 2008.
    - ○ Indicates Found Monumentation as shown and labeled hereon.
    - ⊙ Indicates Set 1/2" Rebar (16" long) with 1" Red Plastic Cap Stamped: LS 30462.
    - ● Indicates Calculated Point. Did Not Find or Set Monument.

TOWN APPROVAL:

This is to certify that the Final Plat of 19 & 26 CROSSINGS FILING NO. 1 was approved on this day_____of_____,2020 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

LENDER CONSENT:

The undersigned,_____, a _____ Banking Corporation, as the beneficiary of a Deed of Trust recorded with the Weld County Clerk and Recorder at Reception Number_____ and that constitutes a lien upon the owner's Property, hereby consents to the dedication of the streets, avenues, easements, outlots, tracts, and other public places as shown on this Final Plat of **19 & 26 CROSSINGS FILING NO. 1**, and hereby forever releases said lands from said lien.

_____
By: As:

OWNER/DEVELOPER:

19 and 26 LLC, a Colorado Limited Liability Company
Don Strain
P.O. Box 745
Windsor, Colorado 80550
Phone: (970)289–0506
Contact: Don Strain
Email: don.strain@swabbco.com

TECHNICAL CONSULTANTS:

SURVEYING
Intermill Land Surveying Inc.
1301 N. Cleveland Avenue
Loveland, Colorado 80537
Phone: (970)669–0516
Contact: Mathew Stuesser
Email: mathew.liss@westoffice.net

PLANNING/ENGINEERING
Permontes Group
105 Sunset Street, Unit H
Longmont, Colorado 80501
Phone: (720)684–4981
Contact: Mickey Leyba
Email: mleyba@permontesgroup.com

SURVEYOR'S STATEMENT:

I Steven John Stencel, a registered Land Surveyor in the State of Colorado, do hereby certify that the Final Plat of **19 & 26 CROSSINGS FILING NO. 1** was made by me or under my direct supervision and the accompanying plat accurately and properly shows said subdivision.

FOR AND ON BEHALF OF:
INTERMILL LAND SURVEYING INC.
Steven John Stencel
Registered Land Surveyor
Colorado PLS No. 30462

COLORADO REGISTERED STEVEN JOHN STENCEL 30462 PROFESSIONAL LAND SURVEYOR

DATE:
BY:
REVISIONS:

INTERMILL LAND SURVEYING, INC.
1301 NORTH CLEVELAND AVENUE LOVELAND, COLORADO 80537 BUS. (970)–669–0516 / FAX (970)–635–9775

CLIENT: PERMONTES GROUP, INC.

TITLE: FINAL PLAT 19 & 26 CROSSINGS FILING NO. 1
A REPLAT OF LOT 1, BLOCK 1, MOUNTAIN VISTAS

DRAWN BY:	SJS/MES
CHECKED BY:	
APPROVED BY:	
DATE:	06–29–2020
SCALE:	1" = 100'
PROJECT NO.:	P-15-7919
SHEET	OF
1	1

\\Hp\Pr\P-7919-Permontes\dwg\FinalPlat-06-22-2020.dwg

19 & 26 CROSSINGS FILING NO. 1
Final Plat

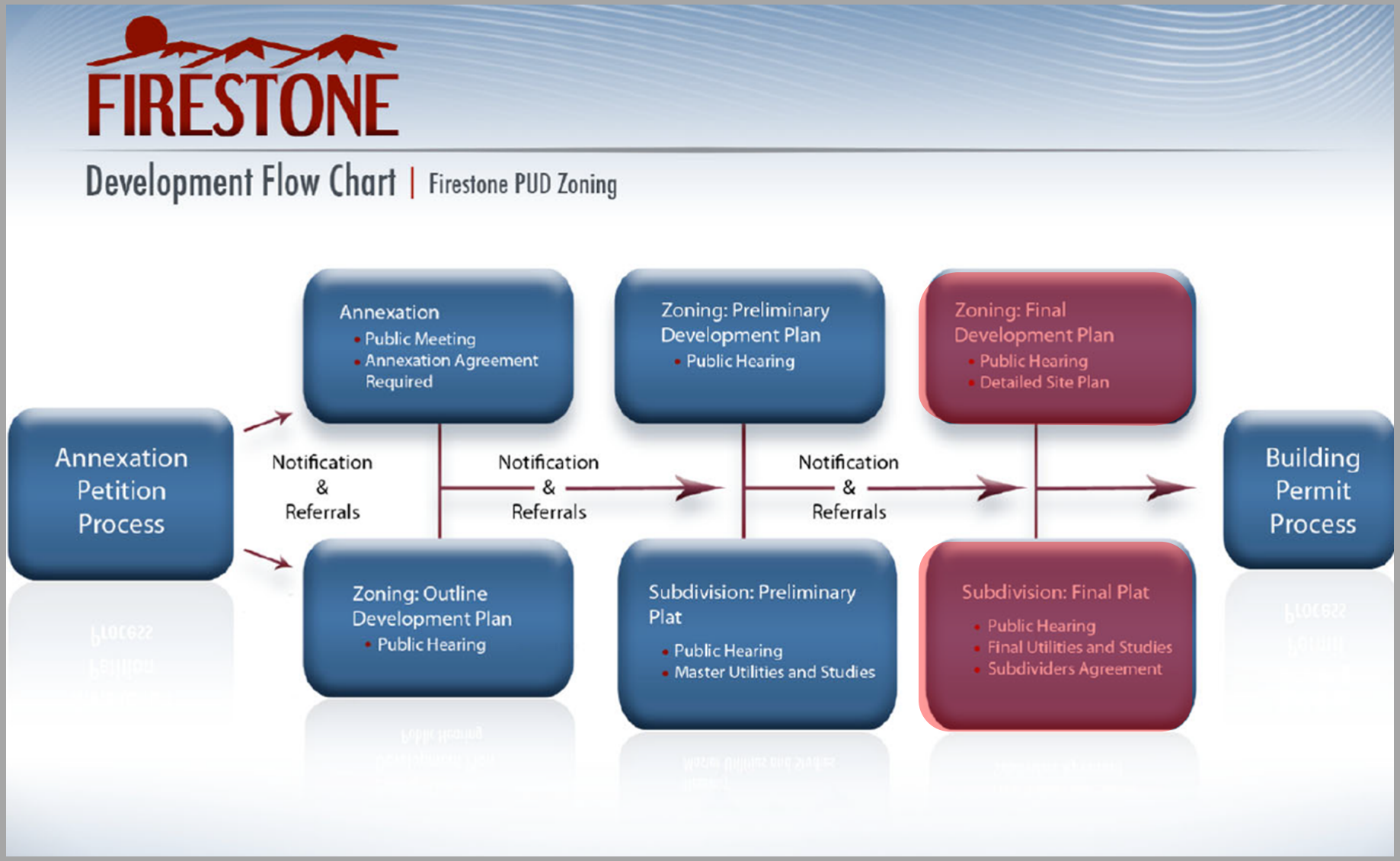
AND

LOT 1, 19 & 26 CROSSINGS FILING NO. 1
Final Development Plan

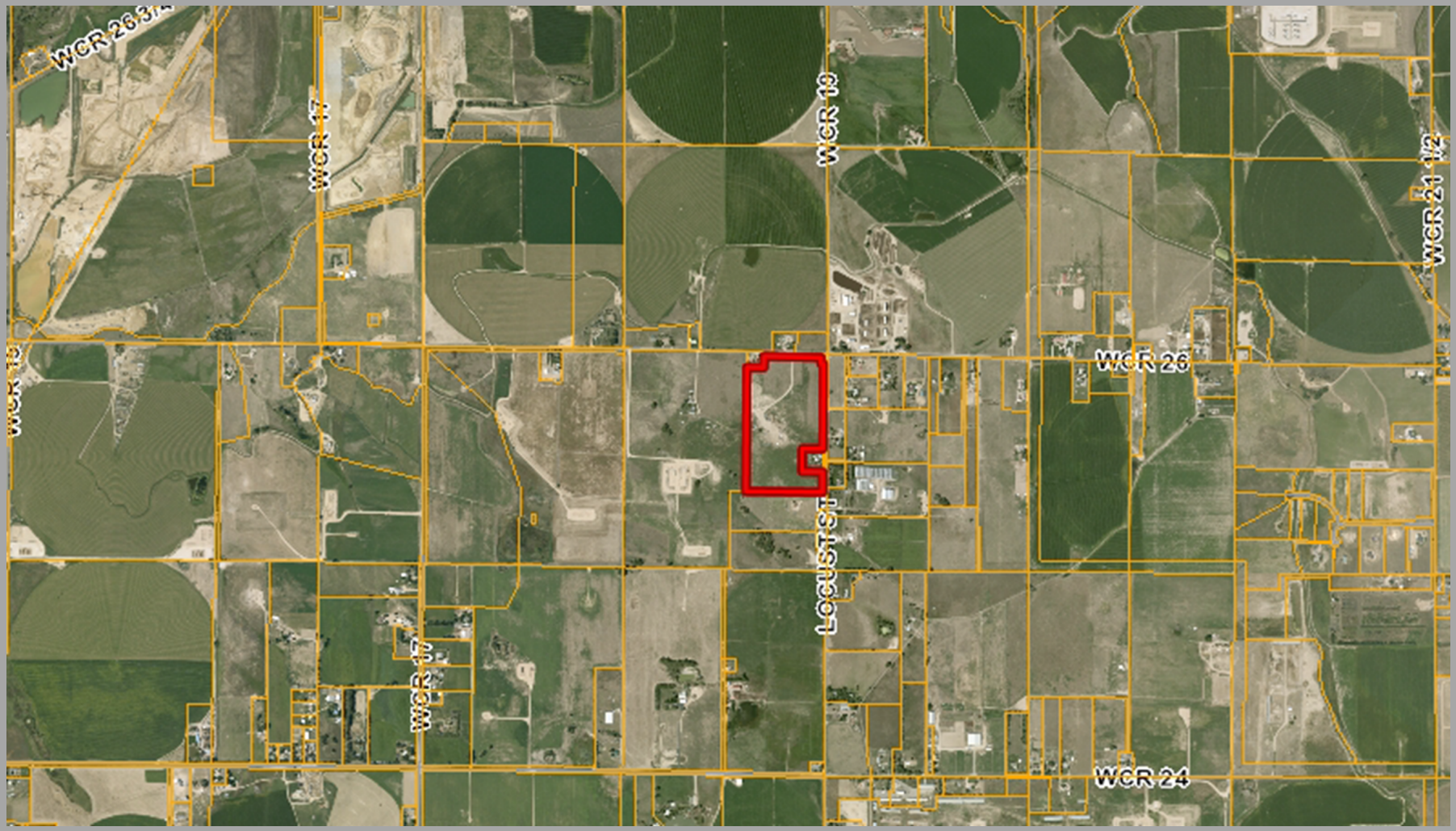
FIRESTONE
COLORADO

Board of Trustees – October 28, 2020

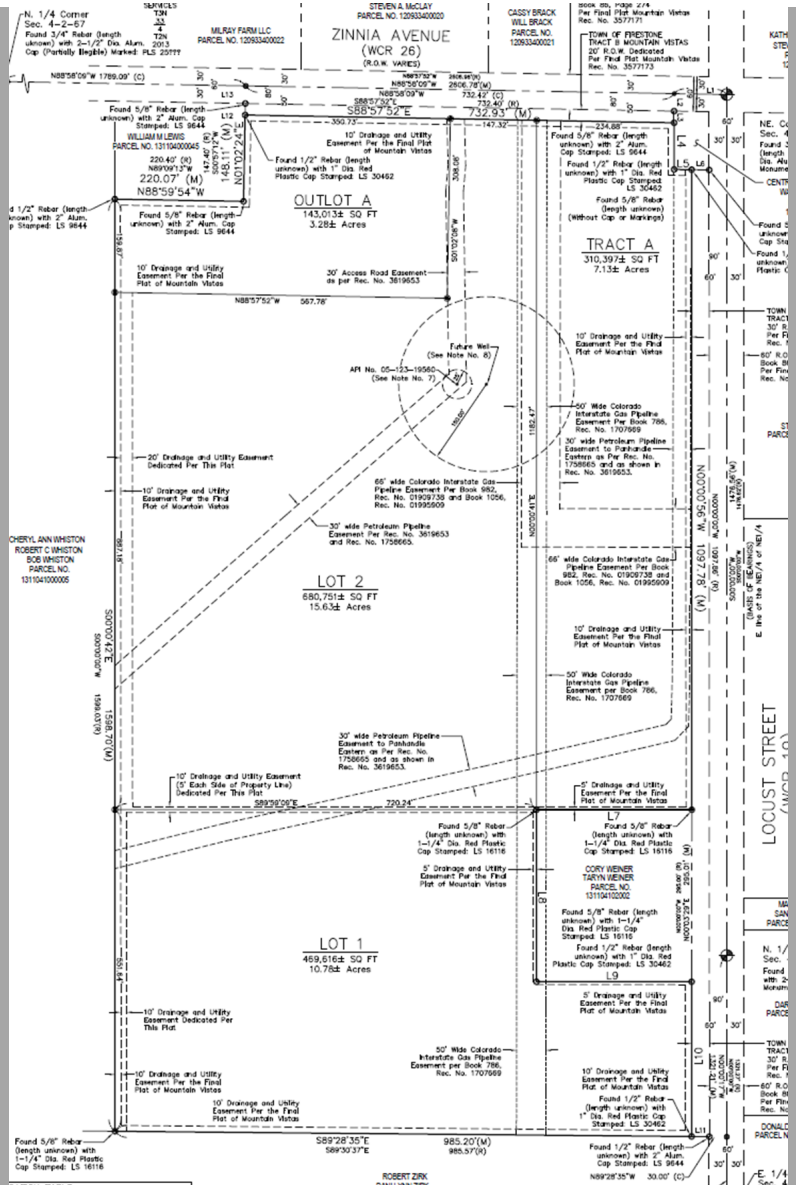
Process


FIRESTONE
Development Flow Chart | Firestone PUD Zoning
Annexation Petition Process
Annexation
• Public Meeting
• Annexation Agreement Required
Zoning: Outline Development Plan
• Public Hearing
Notification & Referrals
Notification & Referrals
Notification & Referrals
Zoning: Preliminary Development Plan
• Public Hearing
Subdivision: Preliminary Plat
• Public Hearing
• Master Utilities and Studies
Zoning: Final Development Plan
• Public Hearing
• Detailed Site Plan
Subdivision: Final Plat
• Public Hearing
• Final Utilities and Studies
• Subdividers Agreement
Building Permit Process

Location

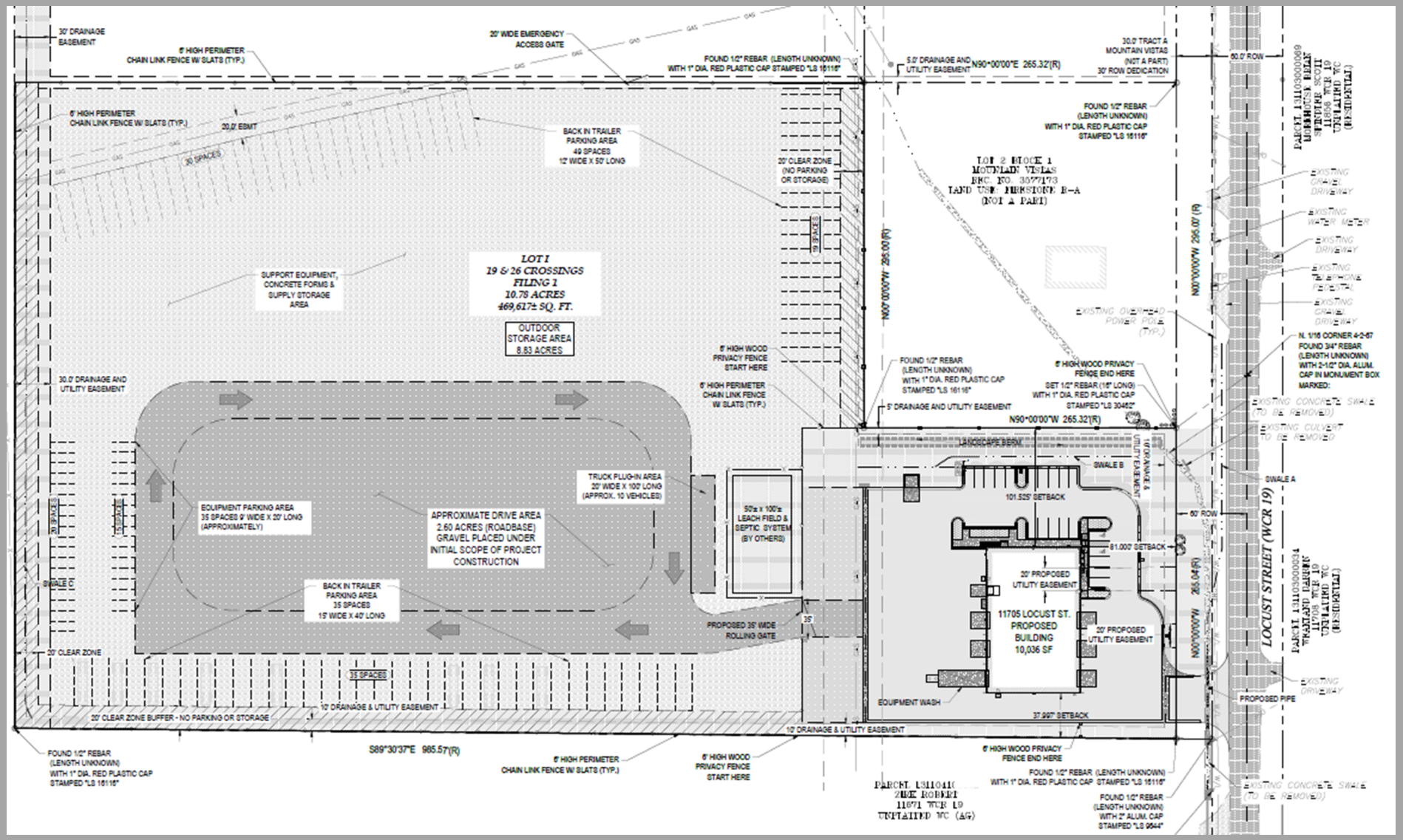


Final Plat

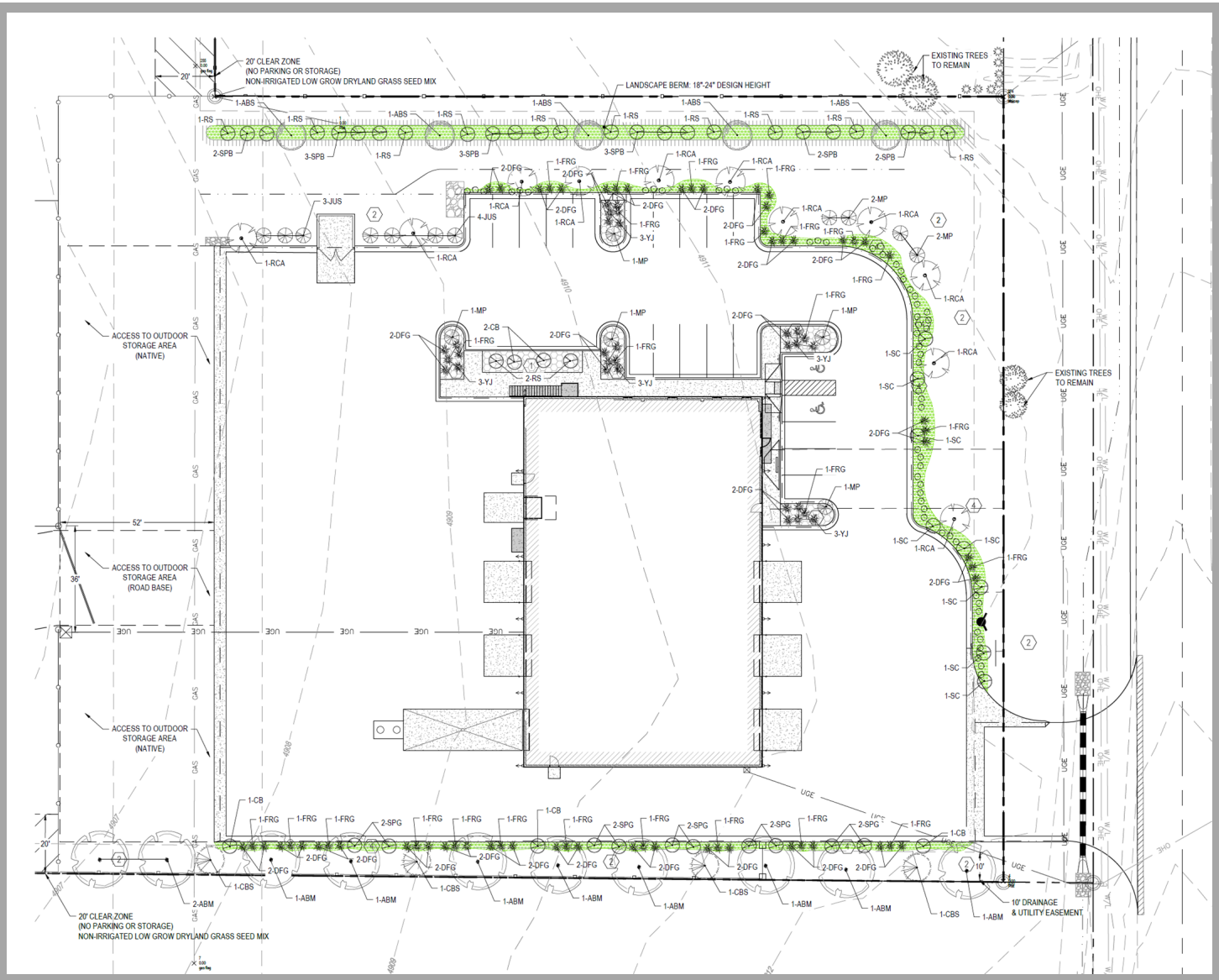

ZINNIA AVENUE
(WCR 26)
OUTLOT A
143,013± SQ FT
3.28± Acres
TRACT A
310,397± SQ FT
7.13± Acres
LOT 2
680,751± SQ FT
15.63± Acres
LOT 1
469,616± SQ FT
10.78± Acres
LOCUST STREET
S88°57'52"E
732.93' (M)
N88°59'54"W
220.07' (M)
N88°58'09"W 1789.09' (C)
S89°28'35"E
985.20'(M)
985.57'(R)
S89°30'37"E
N89°28'35"W 30.00' (C)
S00°00'00"E
N00°00'00"W
1097.76' (M)
1095.60'(R)
1182.47'
MILRAY FARM LLC
PARCEL NO. 120933400022
STEVEN A. McCLAY
PARCEL NO. 120933400020
CASEY BRACK
WILL BRACK
PARCEL NO.
120933400021
TOWN OF FIRESTONE
TRACT B MOUNTAIN VISTAS
20' R.O.W. Dedicated
Per Final Plat Mountain Vistas
Rec. No. 3577173
WILLIAM M. LEWIS
PARCEL NO. 131104000045
CHERYL ANN WHISTON
ROBERT C WHISTON
BOB WHISTON
PARCEL NO.
131104100005
CORY WEINER
TARYN WEINER
PARCEL NO.
131104102002
ROBERT ZIRK
Found 5/8" Rebar (length unknown) with 2" Alum. Cap Stamped: LS 9644
Found 1/2" Rebar (length unknown) with 1" Dia. Red Plastic Cap Stamped: LS 30462
Found 5/8" Rebar (length unknown) with 1-1/4" Dia. Red Plastic Cap Stamped: LS 16116
10' Drainage and Utility Easement Per the Final Plat of Mountain Vistas
30' Access Road Easement as per Rec. No. 3619653
20' Drainage and Utility Easement Dedicated Per This Plat
10' Drainage and Utility Easement Dedicated Per This Plat
66' wide Colorado Interstate Gas Pipeline Easement Per Book 982, Rec. No. 01909738 and Book 1056, Rec. No. 01995609
30' wide Petroleum Pipeline Easement Per Rec. No. 3619653 and Rec. No. 1758665.
50' Wide Colorado Interstate Gas Pipeline Easement per Book 786, Rec. No. 1707669
30' wide Petroleum Pipeline Easement to Panhandle Eastern as Per Rec. No. 1758665 and as shown in Rec. No. 3619653.
10' Drainage and Utility Easement (5' Each Side of Property Line) Dedicated Per This Plat
5' Drainage and Utility Easement Per the Final Plat of Mountain Vistas
Future Well (See Note No. 8)
API No. 05-123-19560 (See Note No. 7)
L7
L9
L10
L11
L12
L13

Final Development Plan

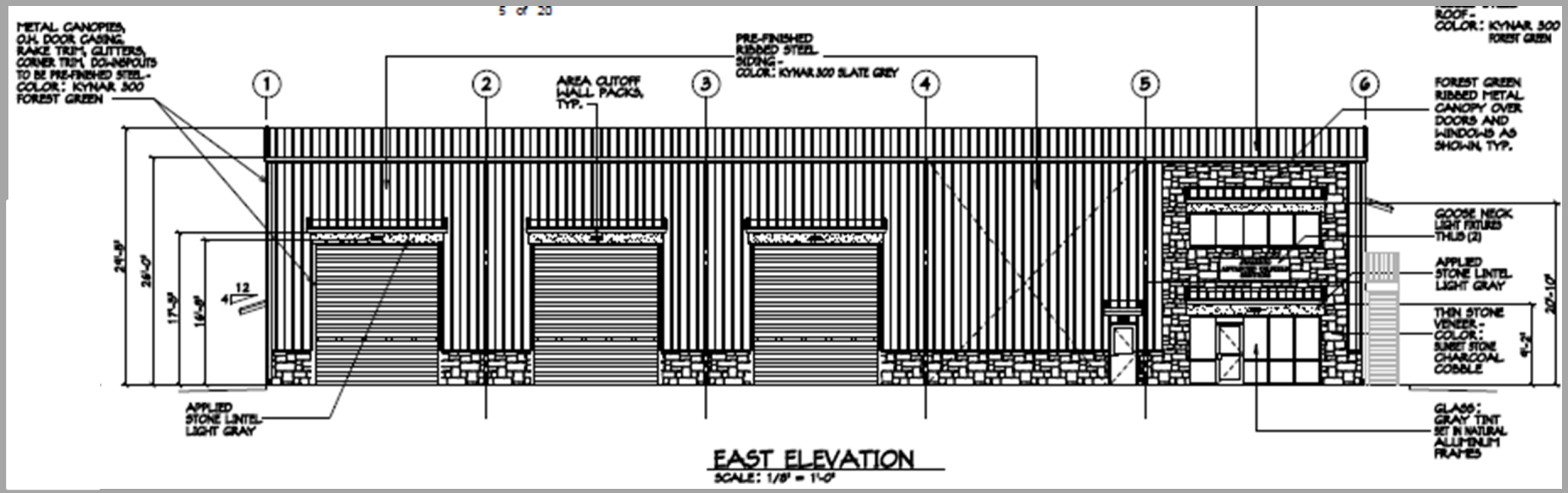
FIRESTONE
COLORADO

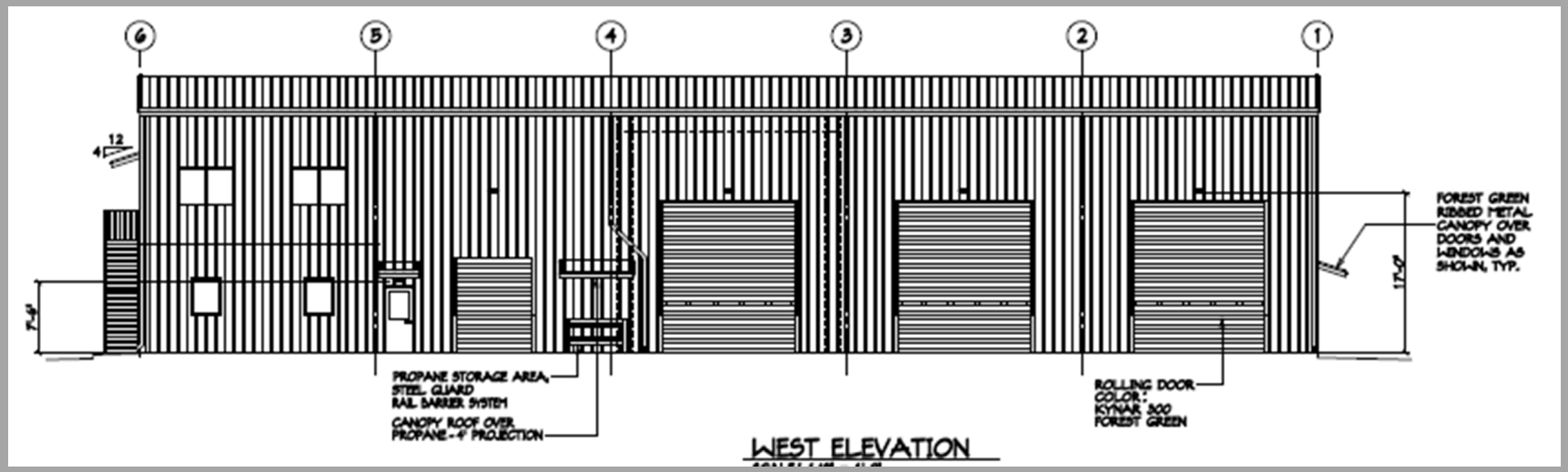


Final Development Plan

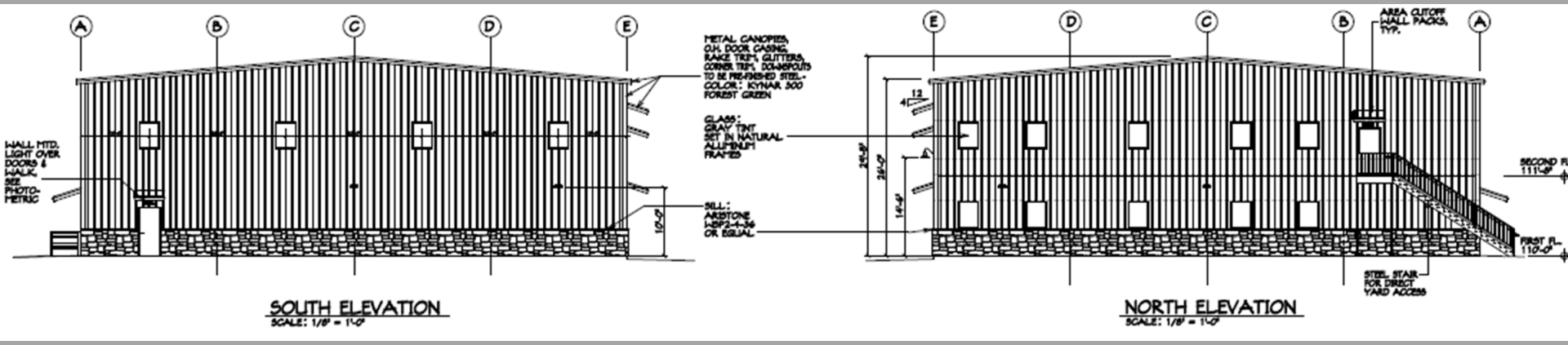


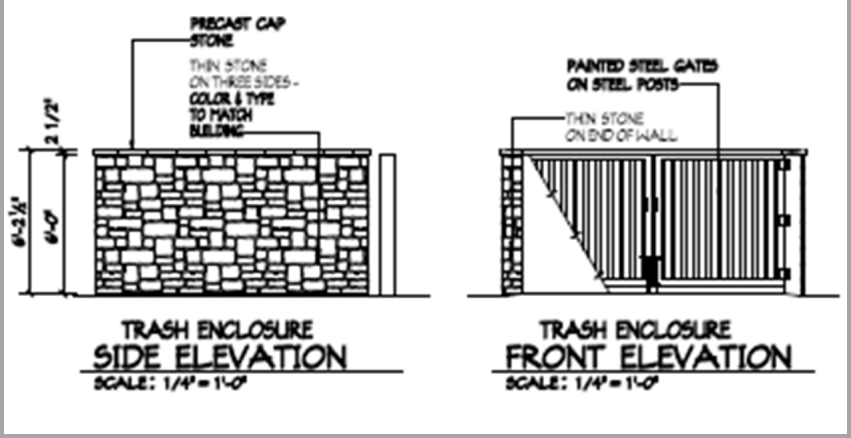
FDP-Building Elevations





FDP-Building Elevations





Staff Recommendations-Final Plat

Staff Recommends the Board of Trustees:

Approve Resolution 20-98; a resolution approving the 19 & 26 Crossings Filing No. 1 Final Plat with the following conditions:

1) Modify plans and application materials pursuant to comments of the Town Engineer set forth in memoranda dated September 1, 2020, to the Town's satisfaction.
2) Modify plans and application materials pursuant to comments of the Planning & Development Department set forth in memoranda dated September 9, 2020, to the Town's satisfaction.
3) Provide an updated title commitment when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
4) Technical corrections to the 19 & 26 Crossing Filing No. 1 Final Plat shall be made to the Town's satisfaction.

Staff Recommendations-FDP

Staff Recommends the Board of Trustees:

Approve Resolution 20-99; a resolution approving the Lot 1, 19 & 26 Crossings Filing No. 1 Final Development Plan with the following conditions:

1) Modify plans and application materials pursuant to comments of the Town Engineer set forth in memoranda dated September 1, 2020, to the Town's satisfaction.
2) Modify plans and application materials pursuant to comments of the Planning & Development Department set forth in memoranda dated September 9, 2020, to the Town's satisfaction.
3) Technical corrections to the Lot 1, 19 & 26 Crossing Filing No. 1 Final Development Plan shall be made to the Town's satisfaction.
4) Lot 1, 19 & 26 Crossing Filing No. 1 Final Development Plan shall not be recorded until the 19 & 26 Crossing Filing No. 1 Final Plat is recorded.
5) Fee-in-lieu of Open Space Dedication in the pro-rata share amount of $36,800.00 shall be paid to the Town prior to the recordation of the Lot 1, 19 & 26 Crossings Filing No. 1 Final Development Plan.
6) Removal of the underground oil/gas pipeline located within the fifty (50) foot wide easement recorded by Weld County at Reception No. 1707669, shall be removed prior to the issuance of any building permit for Lot 1, 19 & 26 Crossings Filing No. 1 Final Development Plan.
7) No building permit shall be issued on Lot 1, 19 & 26 Crossings Filing No. 1 Final Development Plan until such time proof of payment has been made to United Power for the removal of overhead power lines located within and adjacent to Locust Street (WCR 19).

19 & 26 CROSSINGS FILING NO. 1 FINAL PLAT

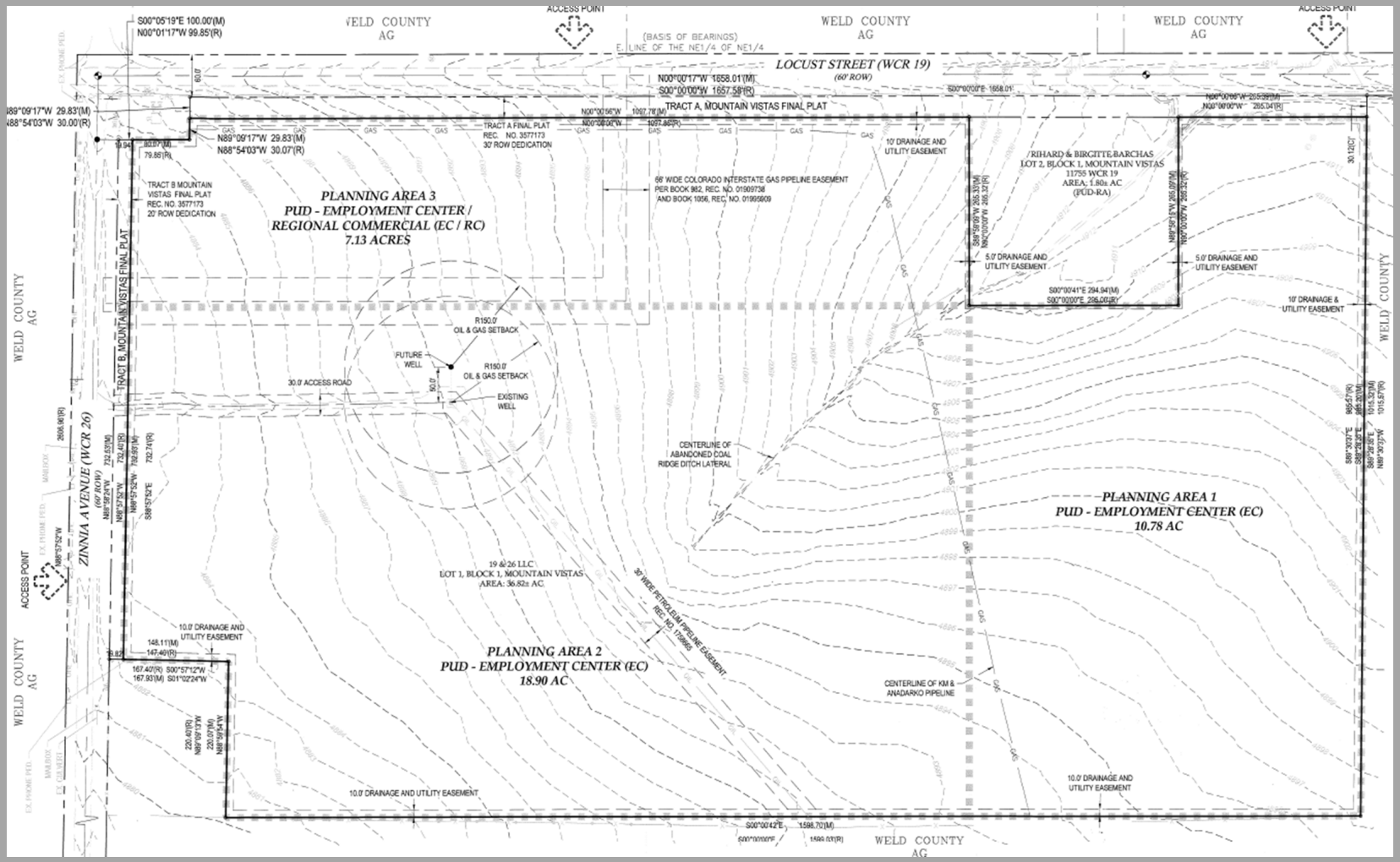
AND

LOT 1, 19 & 26 CROSSINGS FILING NO. 1 FINAL DEVELOPMENT PLAN

FIRESTONE
COLORADO

Board of Trustees – October 28, 2020

Outline Development Plan



19 & 26 Crossing

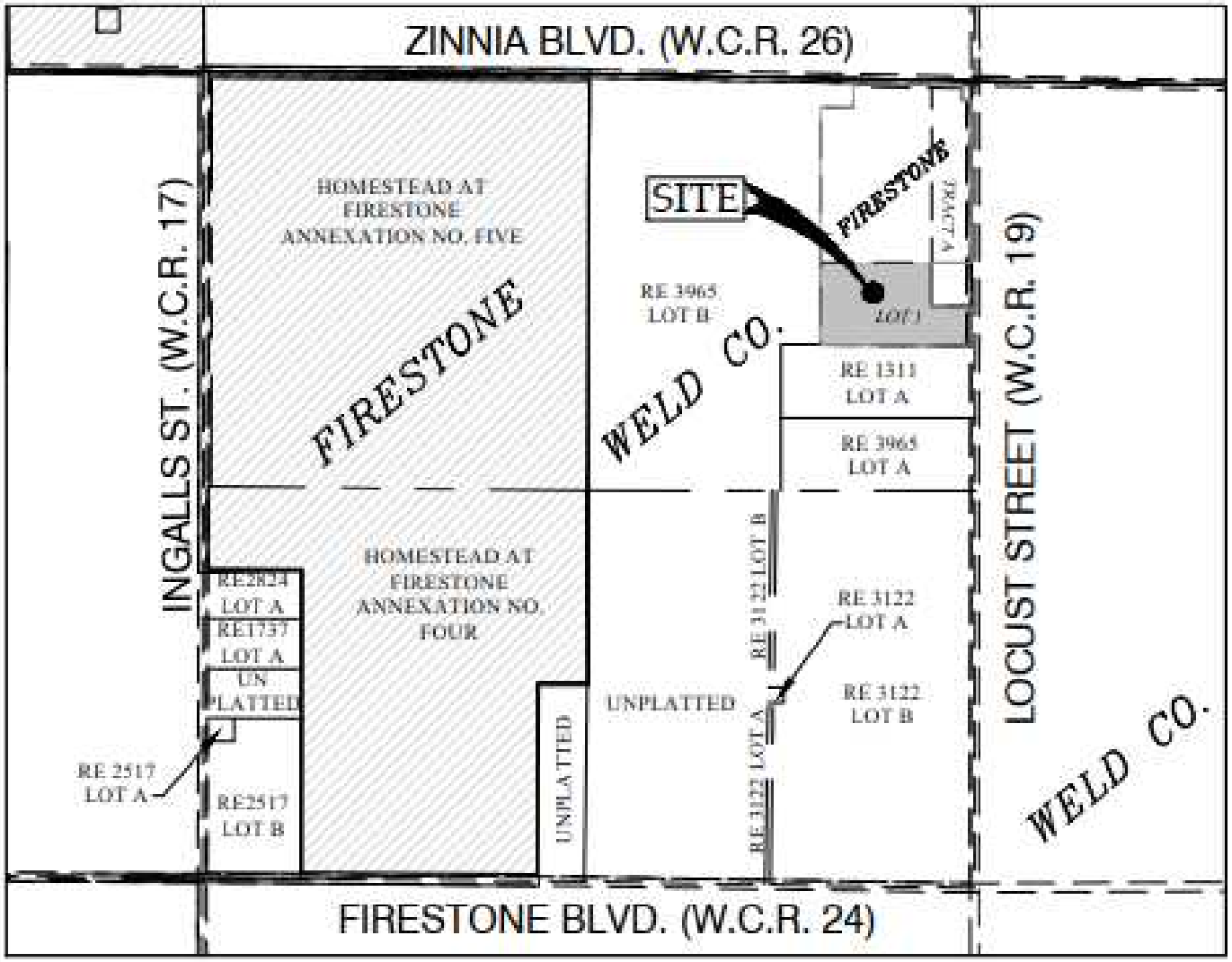
Final Plat &
Lot 1 Final Development Plan

Board of Trustees Hearing

October 28, 2020

permontesgroup

Vicinity Map

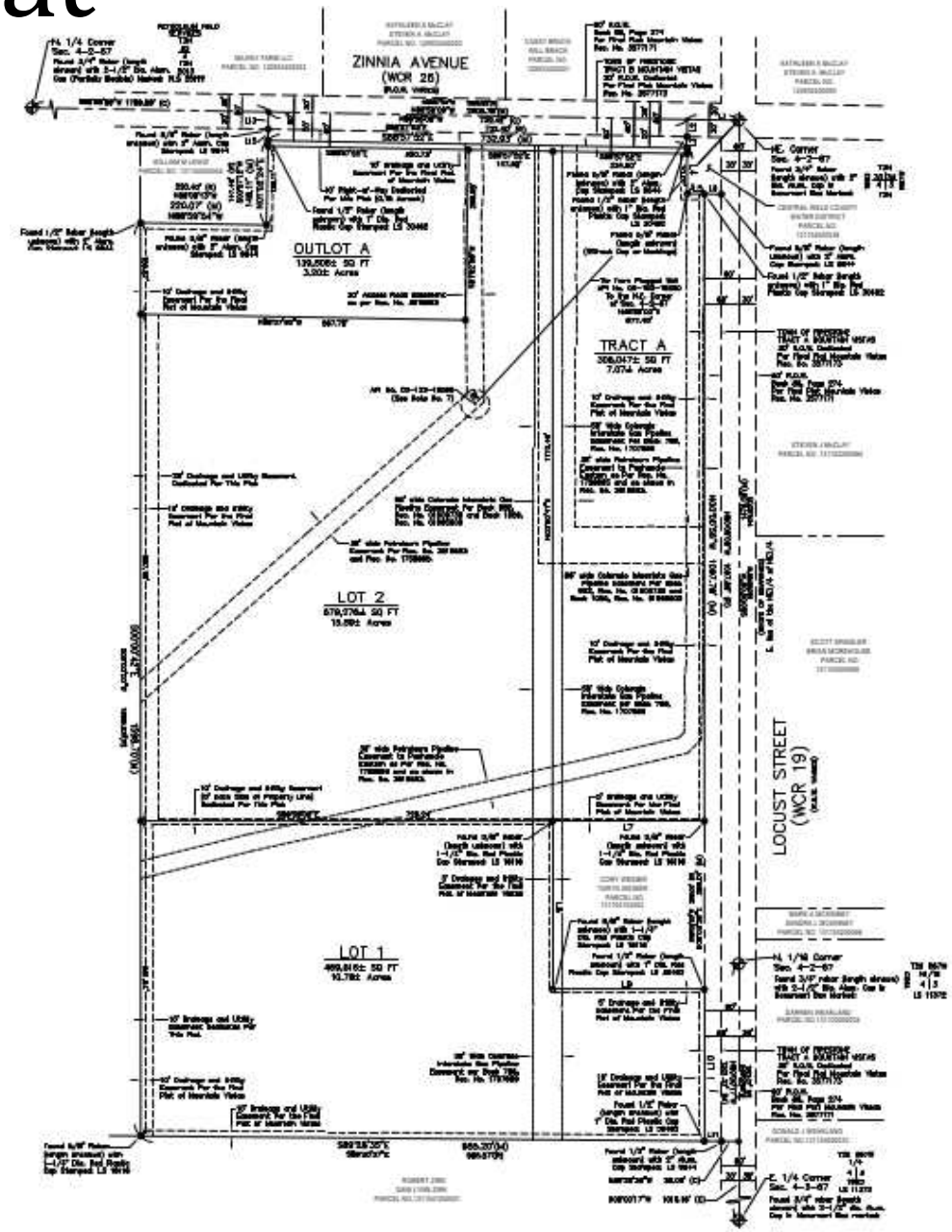


VICINITY MAP

1"= 1000'

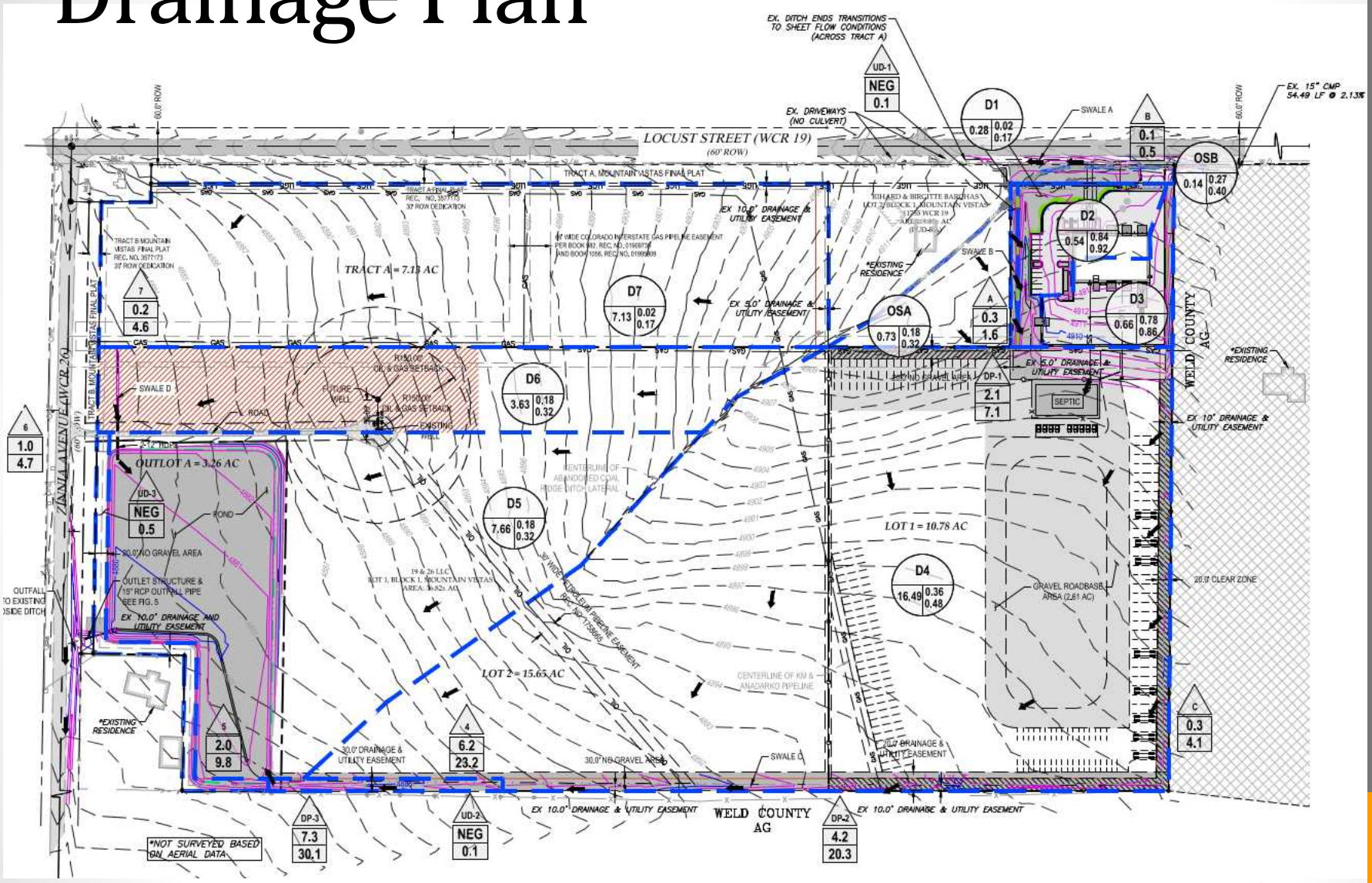
permontesgroup

Final Plat



permontesgroup

Drainage Plan

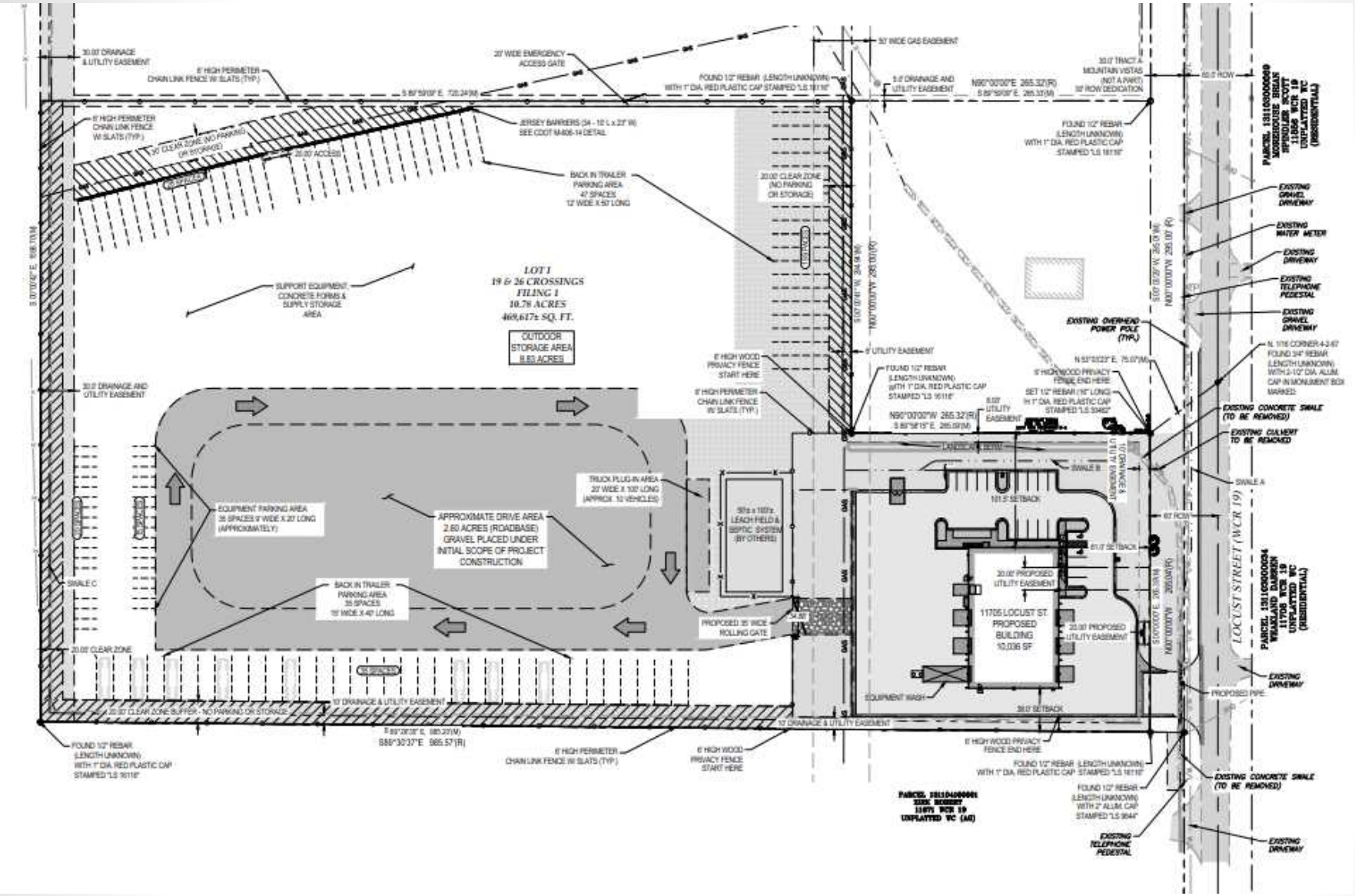


permontesgroup

Project Concept

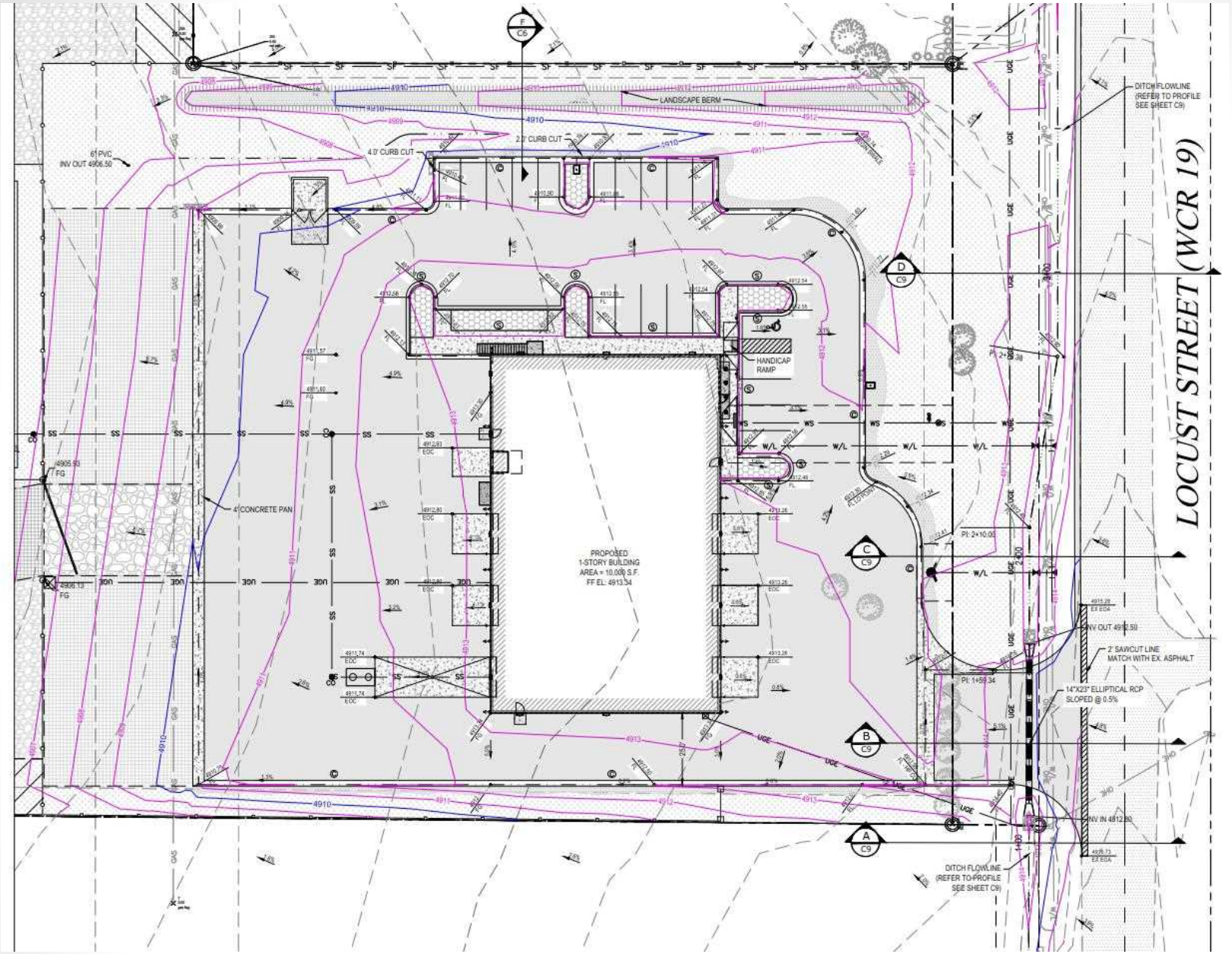
- Lot 1, 19 & 26 Crossing will be developed into an industrial business and storage yard
  - 10,000 square foot building
  - 8.7-acre storage yard
- Zoning is PUD with Employment Center (EC) Land Use
- Architectural intent will maintain consistency in character and design with surrounding area

permontesgroup



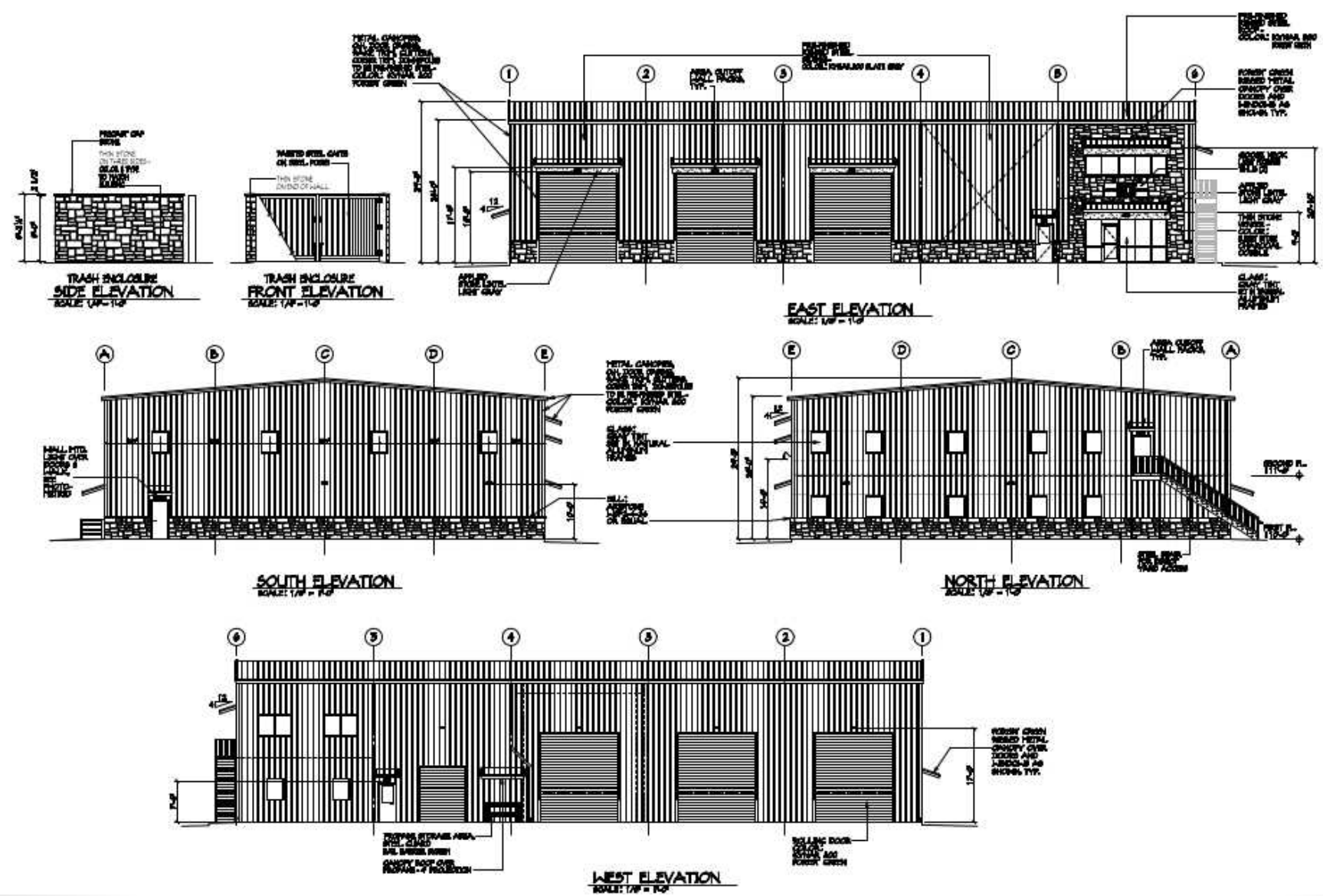
Overall Site Plan

permontesgroup



Grading Plan

permontesgroup



Architectural Elevations

permontesgroup

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 9.b **Land Development** **Meeting Date:** October 28, 2020 **Initiated By:** Marty Ostholthoff **Dept:** Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 20-99: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN 19 & 26 CROSSINGS FILING NO. 1

SUMMARY

The applicants and property owners, 19 & 26, LLC., are proposing to construct an industrial service building of approximately 10,000 square feet for the maintenance of industrial equipment and trucks. Also proposed is an outdoor storage yard for the storage of said equipment and trucks.

HISTORY AND PREVIOUS BOARD ACTION

The Mountain Vistas subdivision was approved by the Board of Trustees in July 2008, and the 19 & 26 Crossings Outline Development Plan (ODP) or zoning was approved by the Town Board in November 2017.

RECOMMENDATION

Town staff recommends the Board of Trustees approve Resolution 20-99, a resolution approving the Lot 1, 19 & 26 Crossings Final Development Plan application with the following conditions:

1. Modify plans and application materials pursuant to the Town Engineer's comments set forth in memoranda dated September 1, 2020, to the Town's satisfaction.
2. Modify plans and application materials pursuant to the Planning & Development Department's comments in memoranda dated September 9, 2020, to the Town's satisfaction.
3. Technical corrections to the Lot 1, 19 & 26 Crossing Filing No. 1 Final Development Plan shall be made to the Town's satisfaction.
4. Lot 1, 19 & 26 Crossing Filing No. 1 Final Development Plan shall not be recorded until the 19 & 26 Crossing Filing No. 1 Final Plat is recorded.
5. Fee-in-lieu of Open Space Dedication in the pro-rata share amount of $36,800.00 shall be paid to the Town prior to the recordation of the Lot 1, 19 & 26 Crossings Filing No. 1 Final Development Plan.
6. Removal of the underground oil/gas pipeline located within the fifty (50) foot wide easement recorded by Weld County at Reception No. 1707669 shall be removed prior to the issuance of any building permit for Lot 1, 19 & 26 Crossings Filing No. 1 Final Development Plan.
7. No building permit shall be issued on Lot 1, 19 & 26 Crossings Filing No. 1 Final Development Plan until such time proof of payment has been made to United Power for the removal of overhead power lines located within and adjacent to Locust Street (WCR 19).

ALTERNATIVES

n/a

ATTACHMENTS

1. 19 & 26 Crossing FP-FDP BOT Staff Report
2. 19 & 26 Crossings Telephonic Acknowledgement

3. Reso 20-99 19 & 26 Crossings F1 FDP
4. Lot 1, 19 & 26 Crossings F1 FDP
5. Staff Presentation 19 & 26 Crossings F1 FP-FDP
6. Applicant Presentation 19&26 Crossing

FINANCIAL CONSIDERATIONS

n/a

Staff Report

19 & 26 Crossings Filing No. 1 Final Plat
and
Lot 1, 19 & 26 Crossings Final Development Plan

Prepared by the
Town of Firestone for the
Board of Trustees

October 28, 2020

Applications
This staff report is for the 19 & 26 Crossings Filing No. 1 Final Plat (Final Plat) and the Lot 1, 19 & 26 Crossings Final Development Plan (FDP). The applicant for the Final Plat and FDP is 19 and 26, LLC and member representative Don Strain.

Notice
Pursuant to the Town Code and Development Regulations, proper notification of the public hearings were published. Proof of notification to surrounding property owners and a property posting affidavit have been provided by the applicants.

Location and Process
The approximate location of the Final Plat and FDP is the southwest corner of Zinnia Avenue (WCR 26) and Locust Street (WCR 19). The Final Plat and FDP approvals are the final steps in the Firestone Development Code process prior to the building permit process.

Final Plat Analysis
The entirety of the 19 & 26 Crossings Filing No. 1 Final Plat property is zoned Planned Unit Development with Employment Center (EC PUD) and Regional Commercial (RC PUD) land uses and is approximately 36.82 acres in size as identified on the 19 & 26 Crossings Outline Development Plan (ODP). The proposed Final Plat creates two developable lots, one tract for future development, and one outlot for drainage and utility purposes. Access into Lot 1 will be from Locust Street and access into Lot 2 will be from Zinnia Avenue.

The Final Plat also shows the location of existing easements as well proposed easements, and their intended purpose on the property.

Final Development Plan Analysis
The Lot 1, 19 & 26 Crossings FDP is approximately 10.78 acres in size and is proposed to be developed with an industrial services building of approximately 10,000 square feet for the maintenance of industrial equipment and heavy trucks. Also included on this lot is approximately 8.7 acres of outdoor equipment and vehicular storage. The proposed use of Lot 1 is consistent with the approved ODP.

The proposed building and associated parking fronts onto Locust Street, with one access point into the site. The proposed outdoor vehicle and equipment storage is located behind the proposed building and is accessed via a gate. The outdoor storage area will be screened, to the maximum extent practicable, by 6 foot tall privacy fences consisting of wood fencing facing Locust Street and chain link fencing with slats along the north, south and west property lines.

Furthermore, the development will comply with applicable setback, landscape, lighting, architecture and signage requirements.

Concurrent with the development of Lot 1, the detention pond on Outlot A will need to be constructed and operational prior to the occupancy of the property for the proposed uses.

Building Height
The maximum building height allowed per zoning is 45 feet. The proposed building is approximately 30 feet in height.

Open Space
The annexation agreement for this property requires a minimum of 10 percent of the site to be dedicated for open space purposes or the equivalent amount to be paid as a fee-in-lieu of land dedication. The total dedication requirement for the entirety of the Final Plat is 3.68 acres. Staff has determined that 40 percent of this dedication or 1.472 acres will be collected with the Lot 1 FDP as fee-in-lieu. In the future, the Town will collect the remaining 2.208 acres of fee-in-lieu of dedication when Lot 2 is entitled through a future FDP application.

The applicant, per a condition of approval, will pay $36,800.00 as the pro-rata share (Lot 1 only) of the required fee-in-lieu of open space dedication prior to the recordation of the FDP.

Oil and Gas Facilities
There is one plugged and abandoned well on the property as shown on the Final Plat. Additionally, there are several active and abandoned oil/gas pipelines on the property. The active pipelines will be protected as surface parking will not be permitted over these active lines. The abandoned gas pipeline that runs due north through the property has been abandoned in place. This abandoned line will need to be physically removed from the property prior to the issuance of a building permit on the property.

Utility and Services
Water service will be provided directly from the Central Weld County Water District as the Town of Firestone does not have water infrastructure in reasonable proximity to the property.

Additionally, sanitary sewer service provided by the St. Vrain Sanitation District is not available in reasonable proximity to the property. Therefore, the applicant will be required to obtain a commercial septic permit from Weld County Department of Environmental Health Services.

The water tap and septic permit must be obtained prior to the issuance of a building permit on the property.

Electrical service is provided by United Power, which has existing service adjacent to the property. The existing overhead power lines along Locust Street will be undergrounded as part of this development.

Fiscal Analysis
The proposed development will provide employment opportunities as well as providing needed industrial services and storage areas.

_____

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.

RECOMMENDATIONS

Final Plat

Town staff recommends the Board of Trustees approve draft Resolution 20-98, a resolution approving the 19 & 26 Crossings Final Plat application with the following conditions:

1. Modify plans and application materials pursuant to comments of the Town Engineer set forth in memoranda dated September 1, 2020, to the Town's satisfaction.

2. Modify plans and application materials pursuant to comments of the Planning & Development Department set forth in memoranda dated September 9, 2020, to the Town's satisfaction.

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

4. Technical corrections to the 19 & 26 Crossing Filing No. 1 Final Plat shall be made to the Town's satisfaction.

Final Development Plan

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3. Technical corrections to the Lot 1, 19 & 26 Crossing Filing No. 1 Final Development Plan shall be made to the Town's satisfaction.

4. Lot 1, 19 & 26 Crossing Filing No. 1 Final Development Plan shall not be recorded until the 19 & 26 Crossing Filing No. 1 Final Plat is recorded.

5. Fee-in-lieu of Open Space Dedication in the pro-rata share amount of $36,800.00 shall be paid to the Town prior to the recordation of the Lot 1, 19 & 26 Crossings Filing No. 1 Final Development Plan.

6. Removal of the underground oil/gas pipeline located within the fifty (50) foot wide easement recorded by Weld County at Reception No. 1707669, shall be removed prior to

the issuance of any building permit for Lot 1, 19 & 26 Crossings Final Development Plan.

7. No building permit shall be issued on Lot 1, 19 & 26 Crossings Final Development Plan until such time proof of payment has been made to United Power for the removal of overhead power lines located within and adjacent to Locust Street (WCR 19).

DocuSign Envelope ID: DD136BFF-3F3A-47AB-BFAD-9173B71A7841

October 7, 2020

To Whom It May Concern:

I represent 19 & 26, LLC Crossings in connection with its pending application with the Town of Firestone. 1919 & 26 Crossings, as the applicant in such application, hereby expressly authorizes the Town to proceed with conducting the Planning and Zoning Commission and Town Board public hearings for the Final Plan and Final Development Plan for 19 & 26 Crossings under the Town's Orientation Telephonic Participation Policy. The applicant understands that the hearing will include accommodations made for Telephonic Participation by the applicant and/or the public. The applicant is waiving any legal challenge on the basis that the hearing will be conducted via Telephone Participation.

Regards,

Jenni Lee Stults
Project Manager

RESOLUTION NO. 20-99

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN 19 & 26 CROSSINGS FILING NO. 1

WHEREAS, 19 & 26 LLC ("Applicant"), has submitted a proposed final development plan for the Property, entitled "Lot 1, 19 & 26 Crossings Filing No. 1" (the "Final Development Plan"); and

WHEREAS, the Firestone Planning & Zoning Commission, after conducting a public hearing on the Final Development Plan on October 14, 2020 rendered a decision recommending approval of the Final Development Plan with seven (7) conditions as more fully set forth in PC 20-17, dated October 14, 2020; and

WHEREAS, after reviewing the record of the Planning & 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 the proposed Final Development Plan to be in substantial compliance with the technical requirements of the Town of Firestone subdivision and zoning ordinances.

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

Section 1. The Board of Trustees acknowledges the Planning & Zoning Commission's findings of fact in this case, as detailed in Resolution PC 20-17.

Section 2. The above Recitals and Findings of the Board of Trustees are hereby incorporated into this resolution.

Section 3. The Board of Trustees hereby approves the final development plan for Lot 1, 19 & 26 Crossings Filing No. 1, attached hereto as Exhibit A and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:.

(a) Modify plans and application materials pursuant to comments of the Town Engineer set forth in memoranda dated September 1, 2020, to the Town's satisfaction.

(b) Modify plans and application materials pursuant to comments of the Planning & Development Department set forth in memoranda dated September 9, 2020, to the Town's satisfaction.

(c) Technical corrections to the Lot 1, 19 & 26 Crossing Filing No. 1 final development plan shall be made to the Town's satisfaction.

(d) Lot 1, 19 & 26 Crossing Filing No. 1 final development plan shall not be recorded until the 19 & 26 Crossing Filing No. 1 final plat is recorded.

(e) Fee-in-lieu of Open Space Dedication in the pro-rata share amount of

$36,800.00 shall be paid to the Town prior to the recordation of the Lot 1, 19 & 26 Crossings Filing No. 1 final development plan.

(f) Removal of the underground oil/gas pipeline located within the fifty (50) foot wide easement recorded by Weld County at Reception No. 1707669, shall be removed prior to the issuance of any building permit for Lot 1, 19 & 26 Crossings final development plan.

(g) No building permit shall be issued on Lot 1, 19 & 26 Crossings final development plan until such time proof of payment has been made to United Power for the removal of overhead power lines located within and adjacent to Locust Street (WCR 19).

Section 5. The Mayor and Town Clerk are hereby authorized and directed to certify upon the Final Development Plan the Town's approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the Final Development Plan with Weld County Clerk and Recorder's office upon fulfillment of all conditions as indicated herein.

Section 6**.** Unless otherwise extended by resolution of the Board of Trustees, the approval of the Final Development Plan shall be null and void if the conditions set forth in Section 3 are not complied with within one hundred and twenty (120) days of the date of this Resolution.

PASSED AND ADOPTED this 28th day of October, 2020.

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

EXHIBIT A
19 & 26 Crossings Filing No. 1 Final Development Plan

FINAL DEVELOPMENT PLAN

SWABBCO

TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO
1 OF 20

PROJECT TEAM

OWNER/ APPLICANT

OWNER/ APPLICANT:
19&26, LLC
DON STRAIN
PO BOX 745
WINDSOR, CO 80550
PHONE: 970-289-0506
CONTACT DON STRAIN
don.strain@swabbco.com

TECHNICAL CONSULTANTS

SURVEYING
INTERMILL LAND SURVEYING, INC.
1301 North Cleveland Avenue
Loveland, Colorado 80537
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PLANNING/ENGINEERING
PERMONTES GROUP
105 S. SUNSET STREET, UNIT H
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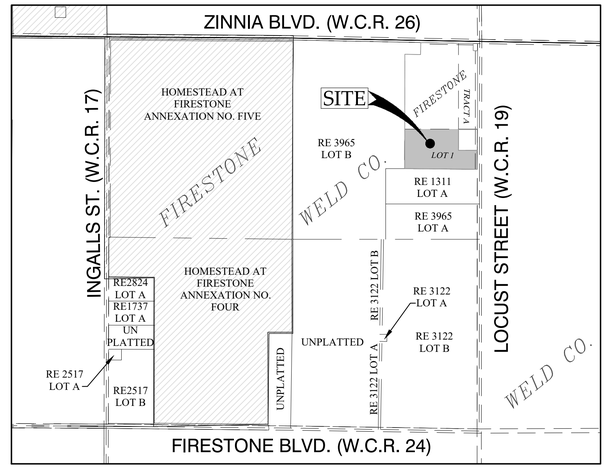
mleyba@permontesgroup.com



VICINITY MAP
1"= 1000'

LEGAL DESCRIPTION:

LOT 1 OF FINAL PLAT RECORDED ON _____, AT RECEPTION NO. _____ AT THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER, BEING LOCATED IN NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO. SAID PARCEL CONTAINS 10.781 ACRES (469,616 SQUARE FEET) MORE OR LESS.

BASIS OF BEARINGS:

THE RECORD BEARING OF NORTH 00°00'00" EAST ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4-2-67 AS PER THE FINAL PLAT OF MOUNTAIN VISTAS TO THE TOWN OF FIRESTONE.
NOTE: MONUMENTATION OF SAID LINE AS SHOWN HEREON.

BENCHMARK INFORMATION:

THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 67 WEST MONUMENTED AS A 2" DIAMETER ALUMINUM CAP IN MONUMENT BOX. TOP OF CAP ELEVATION = 4885.81. CONTOUR INTERVAL = 1 FOOT.

SHEET INDEX

SHEET NO.	SHEET NAME	SHEET INDEX
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C4	DETAILED SITE PLAN	4
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C10	POND PROFILES & SECTIONS	11
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C15	LANDSCAPING PLAN	16
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I2	IRRIGATION DETAILS*	19
E1	SITE PHOTOMETRICS & LIGHTING DETAILS*	20

BY OTHERS*

ACCEPTANCE BLOCK AND NOTARY:

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

_____
DON STRAIN, AS MEMBER OF 19 AND 26, LLC., A COLORADO LIMITED LIABILITY COMPANY

STATE OF COLORADO)
)SS
COUNTY OF WELD)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS____DAY OF _____ , 20__
BY DON STRAIN, AS MEMBER OF 19 AND 26, LLC., A COLORADO LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES

TOWN 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

DRAWING LEGEND

EXISTING / PROPOSED

SITE BOUNDARY LINE
ROW OR PROPERTY LINE
SECTION LINE
CENTER LINE
EASEMENT LINE
CONTOURS (4885 / 4685; 4684 / 4684)
SANITARY SEWER LINE (S/L)
SANITARY SERVICE LINE (SS)
STORM DRAIN LINE
WATER LINE (W/L)
WATER SERVICE LINE (WS)
ELECTRIC LINE (E)
OVERHEAD ELEC LINE (OHE)
UNDERGROUND ELEC LINE (UGE)
GAS LINE (G)
TELEPHONE LINE (T)
OVERHEAD TEL LINE (OHT)
UNDERGROUND TEL LINE (UGT)
FIBER OPTIC LINE (FO)
SANITARY MANHOLE
STORM DRAIN MANHOLE
DRAINAGE SWALE
CURB & GUTTER
BARB-WIRE FENCE (X)
CHAIN-LINK FENCE
WOOD FENCE
RR TRACKS
TOP OF DETENTION POND

EXISTING / PROPOSED

SANITARY CLEANOUT (CO)
STORM DRAIN INLET (TYPE "R")
STORM DRAIN INLET (TYPE "C")
WATER METER (M)
SUMP PIT
GATE VALVE
FIRE HYDRANT
DOWNSPOUT DRAIN
ELECTRIC TRANSFORMER
TELEPHONE PEDESTAL (T)
UTILITY POLE
LIGHT POLE (EXTERIOR LIGHTING)
SECTION CORNER
SURVEY MARKER/MONUMENT

ASPHALT PAVING
GRAVEL DRIVE/ YARD STORAGE AREA
CONCRETE PAVEMENT
RIPRAP
BUILDING
DETENTION POND AREA SEEDING
HYDROMULCH AND RECLAIM STORAGE AREA/ EQUIPMENT, CONCRETE FORMS & SUPPLY STORAGE AREA (NATIVE GROUND)
20' CLEAR ZONE - NO PARKING OR STORAGE
EQUIPMENT/ TRAILER PARKING AREA (NATIVE GROUND)

DETAIL/SECTION REFERENCE (A / C16) — DETAIL OR SECT # — SHEET #

FIRESTONE INFORMATION BLOCK	
COVER SHEET	
Name of Submittal:	SWABBCO
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	2/6/2019
Revisions Date:	04/25/2019
Revisions Date:	#
Revisions Date:	#
Revisions Date:	#
SHEET 1 of 20	

REV.	DATE	DESCRIPTION
1	4/4/2019	BY AKM 0668-0279-01 FIRST SUBMITTAL

REVISION BLOCK

UNCC UNIVERSITY OF COLORADO
811 Know what's below. Call before you dig.

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PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO
LOT 1 19 & 26 CROSSINGS - FILING 1
FINAL DEVELOPMENT PLAN
COVER SHEET

DESIGNED BY:	ML
DRAWN BY:	SDW
CHECKED BY:	ML
APPROVED BY:	ML
PROJECT NO.:	251.001
DATE:	2/6/2019
SCALE:	AS SHOWN

SHEET NO.
C1
SHEET 1 OF 20

CTB: PG_2017_MONO-COLOR.CTB
PLOT DATE: 7/21/2020 3:10 PM BY: STEPHEN WILLIAMS
DRAWING FILE: S:\PROJECTS\251.001 19&26 CROSSINGS\3. ENGINEERING\DRAWINGS\FDP\251.001 COVER.DWG

FINAL DEVELOPMENT PLAN

SWABBCO

TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO

PROJECT CONCEPT

LOT 1, 19 & 26 CROSSINGS WILL BE DEVELOPED INTO AN INDUSTRIAL USE INCOROPORATING AN OUTDOOR STORAGE YARD TO SUPPORT THE INDUSTRIAL BUSINESSES. THE LOT 1 FINAL DEVELOPMENT PLAN (FDP) DETAILS THE PROPOSED USE FOR LOT 1 AS AN INDUSTRIAL PROPERTY INCLUDING 10,000 SQUARE FOOT BUILDING AND 8.7-ACRE OUTDOOR STORAGE, TRUCK DOCK, WASH BAY, PARKING AREA, LANDSCAPING, AND DETENTION POND.

THE ARCHITECTURE AND LANDSCAPING OF THE INDUSTRIAL BUILDING WILL COMPLEMENT THE AREA. SIMILARLY, THE LOCATION OF THE INDUSTRIAL OFFICE BUILDING WILL BRING NEW EMPLOYMENT TO THE NORTHERN BOUNDARY OF THE TOWN OF FIRESTONE, INCREASING BUSINESS DEVELOPMENT IN THE AREA.

THE PROPOSED BUILDING WILL ENCOMPASS 6 TO 10 FULL TIME ADMINISTRATIVE OFFICE HELP AND 2 SHOP EMPLOYEES, REPAIRING AND MAINTAINING EQUIPEMENT, INCLUDING HEAVY TRUCKS. THE BUILDING WILL BE OPERATED DURING NORMAL BUSINESS HOURS OF 8AM TO 5PM. IT IS EXPECTED THAT 8 TO 12 EMPLOYEES WILL OCCUPY THE BUILDING ON A DAILY BASIS. THE ANTICIPATED ADDITIONAL EMPLOYEES AT THIS LOCATION ARE ANTICIPATED TO BE DRIVERS WHO ARE ONLY ON SITE TO GAIN ACCESS TO THE OUTDOOR STORAGE YARD. ACCESS TO THE STORAGE YARD WILL BE VIA GATED KEY ENTRY DURING DAYLIGHT HOURS ONLY.

PRIVATE MAINTENANCE AND ENFORCEMENT

DECLARATIONS OF EASEMENTS AND RESTRICTIONS WILL BE PROVIDED AS PART OF THE 19&26 CROSSINGS FINAL PLAT. DEVELOPMENT OF LOT 1, 19 & 26 CROSSINGS WILL BE MAINTAINED BY THE OWNER OR THEIR ASSIGNS PURSUANT TO THE DECLARATIONS, THIS FDP AND THE TOWN OF FIRESTONE MUNICIPAL CODE. IT WILL BE THE OWNER'S OR THE OWNER'S ASSIGN RESPONSIBILITY TO ENSURE PROPERTY MAINTENANCE OF LOT 1.

PARKS TRAILS AND OPEN SPACE

NO PARK OR OPEN SPACE DEDICATIONS ARE PLANNED WITH THIS DEVELOPMENT.

CONTROLS

THE DECLARATIONS OF EASEMENTS AND RESTRICTIONS WILL BE PROVIDED AS PART OF THE 19&26 CROSSINGS FINAL PLAT.

DRAINAGE

REFER TO THE DRAINAGE REPORT BY PERMONTES GROUP, INC., WHICH IS FILED AS PART OF THE ODP AMENDMENT AND FINAL PLAT. THE GENERAL CONCEPT OF THE DRAINAGE DESIGN IS TO FOLLOW THE HISTORICAL FLOW PATTERNS. THE STORM DRAINAGE SYSTEM HAS BEEN DESIGNED IN CONFORMANCE WITH THE TOWN REQUIREMENTS.

DEVELOPMENT WILL OCCUR ON LOT 1, WHICH IS 10.78 ACRES. APPROXIMATELY 3.5 ACRES WILL BE GRADED TO ACCOMMODATE PAVED AREAS, A BUILDING SITE, LANDSCAPING, AND GRASS SWALES. THE REMAINDER OF LOT 1 WILL BE AN OUTDOOR STORAGE YARD THAT WILL BE MINIMALLY GRADED. A COLLECTOR SWALE WILL BE LOCATED ALONG THE WESTERN PROPERTY LINE OF BOTH LOTS 1 AND 2, WHICH CONVEYS FLOWS NORTH AND INTO A DETENTION POND WITHIN OUTLOT A.

THAT PORTION OF THE EXISTING CONCRETE DITCH LATERAL THAT PARALLELS THIS SITE WILL BE REMOVED. ACCESS TO THE SITE IS FROM THE EAST. THE ACCESS DRIVE WILL BE GRADED TO ACCOMMODATE A DRIVEWAY CULVERT AND A ROADSIDE SWALE WILL BE CREATED ALONG THE EAST PROPERTY LINE. RUNOFF FLOW PATTERNS WILL REMAIN UNCHANGED. SITE AND OFFSITE RUNOFF WILL BE DIRECTED TOWARDS THE POND. OFFSITE RUNOFF WILL BE RELEASE UNDETAINED WHILE SITE RUNOFF WILL BE RELEASED FROM THE POND AT HISTORICAL RATES.

UTILITIES

UTILITY SERVICES FOR WATER AND SANITARY SEWER WILL BE CONSTRUCTED AS PART OF FUTURE SITE DEVELOPMENT. THIS PROPERTY IS WITHIN THE CENTRAL WELD COUNTY WATER DISTRICT (CWCWD). LOT 1 DEVELOPMENT PROPOSES A NEW 1" WATER METER, FIRE SPRINKLER SYSTEM, AND ONE NEW FIRE HYDRANT TO BE INSTALLED. THE FIRE HYDRANT AND WATER METER WILL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS OF CWCWD. THE PROPERTY WILL BE SERVED BY CWCWD AND THAT SERVICE MAY CONTINUE UNTIL THE FACILITY IS REQUIRED TO CONNECT TO THE TOWN'S POTABLE WATER SYSTEM FOR SERVICE, IF THE TOWN'S DISTRIBUTION SYSTEM HAS BEEN EXTENDED TO ANY OF THE ADJACENT PROPERTIES. THE OWNER SHALL, AT THEIR SOLE COST, OBTAIN A WATER TAP FOR TOWN WATER SERVICE, CONNECT TO THE TOWN WATER SYSTEM, AND MEET THE TOWN'S THEN CURRENT RAW WATER DEDICATION REQUIREMENT FOR SUCH FACILITY.

THE SEWAGE DISPOSAL SYSTEM PROPOSED FOR THE PROPERTY IS AN INDIVIDUAL ONSITE SEPTIC SYSTEM. THE PROPOSED FIELD WILL BE LOCATED NORTHWEST OF THE PROPOSED BUILDING. THE SEWAGE DISPOSAL SYSTEM WILL BE PERMITTED BY WELD COUNTY HEALTH DEPARTMENT. 19 & 26 CROSSINGS WILL BE REQUIRED TO CONNECT TO THE ST VRAIN SANITATION DISTRICTS SEWER MAIN AT THE TIME IT IS EXTENDED TO THE DEVELOPMENT.

THE SITE HAS ACCESS TO DRY UTILITIES LOCATED IN LOCUST STREET.

PROPOSED LAND USE TABLE:

BUILDING.	10,036 SF	(0.23 AC.)	2.14%
SIDEWALK/ CONCRETE	4,471 SF	(0.10 AC.)	0.95%
ROADBASE	123,905 SF	(2.84 AC.)	26.38%
PAVEMENT	34,551 SF	(0.79 AC.)	7.36%
LANDSCAPE	46,841 SF	(1.08 AC.)	9.97%
NATIVE GROUND	249,812 SF	(5.74 AC.)	53.20%
TOTAL SITE AREA:	**469,616 SF**	**10.78 AC.**	**100.0%**

NOTE: THIS LAND USE TABLE'S AREAS ARE BASED ON THE CURRENT SCOPE OF CONSTRUCTION WORK (LOT 1 - WITH GRAVEL LOOP ROAD).

PARKING

LOT 1 PARKING WILL BE SUFFICIENT FOR THE PUD-EC ZONING AS STATED IN THE TOWN OF FIRESTONE STANDARDS.

PROPOSED PARKING:

REGULAR PARKING SPACES:	20 SPACES
HANDICAP PARKING SPACES:	2 SPACE
TOTAL PROVIDED:	22 SPACES

ARCHITECTURE

THE ARCHITECTURAL INTENT OF LOT 1 WILL INCLUDE A SCHEME THAT WILL MAINTAIN CONSISTENCY IN CHARACTER AND DESIGN OR A COMPLEMENTARY LOOK OF THE SURROUNDING AREA.

FENCE

THE NORTHERN EDGE OF LOT 1 ALONG LOT 2 WILL BE FENCED WITH 6' HIGH CHAINLINK FENCE WITH SLATS. THIS FENCING TYPE WILL ALSO RUN ALONG THE WESTERN AND SOUTHERN EDGES OF THE PROPERTY, UNITL IT TRANSITIONS TO 6' HIGH WOOD FENCE ROUGHLY 300' FROM LOCUST STREET, CONTINUING ALONG THE SOUTHERN EDGE OF THE PROPERTY UNTIL ALIGNING WITH THE EASTERN CORNER OF THE BUILDING, TURNING NORTH TOWARDS THE BUILDING ACROSS THE EASEMENT. THE 6' HIGH WOOD FENCE WILL ALSO RUN THE LENGTH OF LOT 1 ALONG THE WESTERN AND SOUTHERN PROPERTY LINES TO LOT 2 BLOCK 1 OF MOUNTAIN VISTAS. FINALLY, A 6' HIGH CHAIN LINK WITH SLATS AND A SLIDING GATE WILL SEPARATE THE BUILDING SITE FROM THE OUTDOOR STORAGE AREA ON THE EASTERN BOUNDARY OF THE BUILDING SITE.

SETBACKS

PRINCIPAL BUILDING SETBACKS SHALL BE AS STATED IN THE FIRESTONE DEVELOPMENT REGULATIONS OR AS APPROVED BY THE TOWN AS PART OF THE FUTURE FDP AMMENDMENT.

LAND USES

THE LAND USE FOR LOT 1, 19 & 26 CROSSINGS IS PER THE 19 & 26 CROSSINGS ODP AMDENDMENT, FORMERLY KNOWN AS LOT 1, MOUNTAIN VISTAS. THE ZONING OF LOT 1 IS PUD WITH AN EMPOLYMENT CENTER (EC) LAND USE CATEGORY.

DEVELOPMENT SCHEDULE

A BUILDING PERMIT APPLICATION IS PROJECTED TO BE SUBMITTED FOLLOWING APPROVAL OF THE 19&26 CROSSINGS FINAL PLAT AND LOT 1 FINAL DEVELOPMENT PLAN BY THE TOWN OF FIRESTONE. CONSTRUCTION OF THE BUILDING IS PROJECTED WITHIN SIX (6) MONTHS OF THE BUILDING APPROVAL.

FENCING IS TO BE INSTALLED PRIOR TO ANY USE OF THE OUTDOOR STORAGE AREA.

IF A CERTIFICATE OF OCCUPANCY IS NOT ISSUED FOR THIS FDP BY DECEMBER 31, 2022, THEN THIS FDP IS NULL AND VOID.

CONSTRUCTION START: THIRD QUARTER, 2020

SIGN PROGRAM

NO SIGNAGE WILL BE PRESENT ON THE PROJECT SITE. THIS FDP IS NOT REQUESTING ANY SIGN EASEMENT TO BE INCLUDED FOR LOT 1. ALL SIGNAGE MUST CONFORM TO THE FIRESTONE SIGN CODE.

CONTROLS

ONGOING MAINTENANCE OF THE DEVELOPMENT WILL BE THE RESPONSIBILITY OF THE LOT 1 OWNER OR THEIR ASSIGNS.

BUILDING ADDRESS

THE PHYSICAL ADDRESS FOR THE BUILDING SHALL BE: 11705 LOCUST STREET

WATER DEDICATION

WATER DEDICATION WAS DETERMINED BASED ON INFORMATION PROVIDED BY THE APPLICANT. THE TOTAL AMOUNT OF CBT WATER TO BE DEDICATED TO THE TOWN WAS CALCULATED BASED ON ACRES OF IRRIGATED LANDSCAPING ON THE SITE AND TOTAL ESTIMATED DOMESTIC (IN-BUILDING) DEMAND. THE TOWN SHALL AT ALL TIMES HAVE THE RIGHT TO REQUIRE ADDITIONAL WATER DEDICATION IF ACTUAL CONSUMPTION EXCEEDS THIS CALCULATED ESTIMATE. IF THE TOWN DETERMINES THAT ADDITIONAL CBT WATER IS TO BE DEDICATED THE LOT OWNER SHALL PROVIDE THE WATER WITHIN 30 DAYS WRITTEN NOTICE BY THE TOWN. THE ADDITIONAL DEDICATION SHALL BE BASED ON THE TOWN'S THEN CURRENT WATER DEDICATION POLICIES.

THE TOWN OF FIRESTONE HAS DETERMINED THAT THE REQUIRED CBT DEDICATION TO BE:

IRRIGATION DEMAND = _____ SHARES

DOMESTIC DEMAND = _____ SHARES

A TOTAL OF _____ SHARES SHALL BE TRANSFERRED TO THE TOWN PRIOR TO ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY.

ENVIRONMENTAL IMPACT MITIGATION

THERE ARE NO OIL AND OR GAS WELLS AND OR APPURTENANCES AND NO NEW/ ADDITIONAL OIL OR GAS FACILITIES ARE PLANNED ON THIS SITE. THERE IS AN ABANDONED CONCRETE DITCH RUNNING ACROSS THE NE CORNER OF THE SITE AS REFERENCED "EXISTING CONCRETE SWALE" ON SHEET C3. STORM WATER DRAINAGE AND MANAGEMENT WILL BE DESIGNED PER THE TOWN OF FIRESTONE CRITERIA.

THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION

FIRESTONE INFORMATION BLOCK

TEXT NARRATIVE

Name of Submittal:	SWABBCO
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	2/6/2019
Revisions Date:	04/25/2019
Revisions Date:	#
Revisions Date:	#
Revisions Date:	#

SHEET 2 of 20

REV.	DATE	DESCRIPTION
1	4/4/2019	BY AKM 0668-0279-01 FIRST SUBMITTAL

REVISION BLOCK

UNCC UNIVERSITY OF COLORADO

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PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO
LOT 1 19 & 26 CROSSINGS - FILING 1
FINAL DEVELOPMENT PLAN
TEXT NARRATIVE

DESIGNED BY:	ML
DRAWN BY:	SDW
CHECKED BY:	ML
APPROVED BY:	ML
PROJECT NO.:	251.001
DATE:	11/27/2018
SCALE:	AS SHOWN

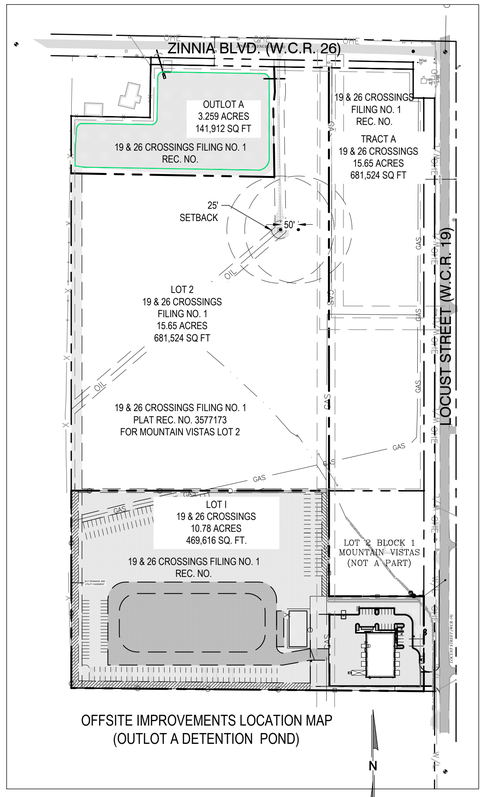
SHEET NO.
C2
SHEET 2 OF 20

CTB: PG_2017_MONO-COLOR.CTB
PLOT DATE: 7/21/2020 3:10 PM BY: STEPHEN WILLIAMS
DRAWING FILE: S:\PROJECTS\251.001 19&26 CROSSINGS\3. ENGINEERING\DRAWINGS\FDP\251.001 COVER.DWG

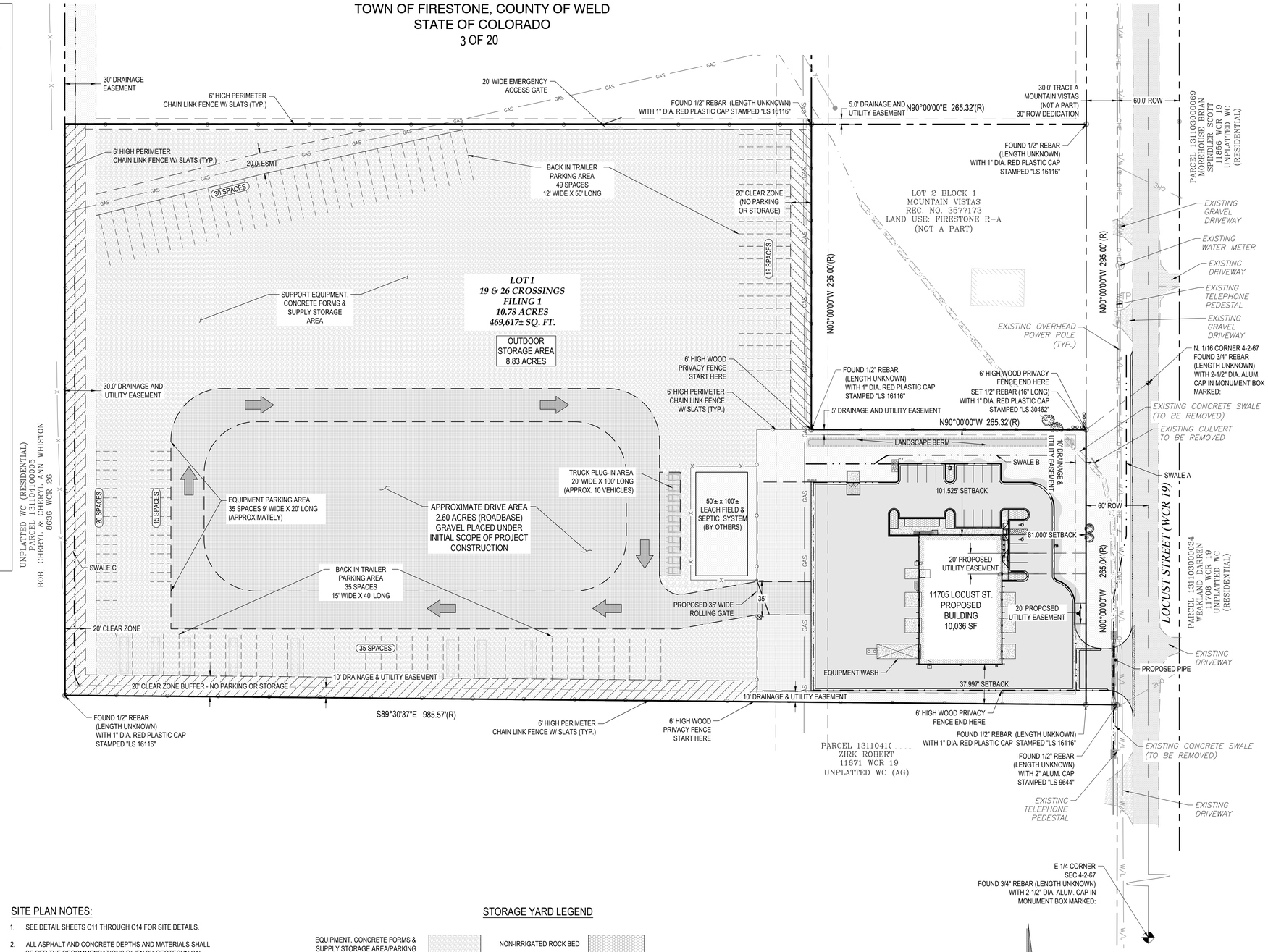
FINAL DEVELOPMENT PLAN

SWABBCO

TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO
3 OF 20



OFFSITE IMPROVEMENTS LOCATION MAP
(OUTLOT A DETENTION POND)



THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION

SITE SUMMARY TABLE

1. SITE AREA:	469,616 S.F. (10.78 ACRES)	100%
2. OUTDOOR STORAGE YARD:	351,626 S.F. (8.11 AC)	74.87%
3. BUILDING COVERAGE:		
COMMERCIAL:	10,036 S.F.	2.14%
4. BUILDING HEIGHT:	26'-0"	
5. PARKING AREAS:		
PARKING/DRIVE AISLES:	34,551 S.F.	7.36%
SIDEWALK/CONCRETE:	4,471 S.F.	0.95%
ROADBASE:	123,905 S.F.	26.38%
NATIVE GROUND:	249,812 S.F.	53.20%
TOTAL:	412,739 S.F.	87.89%
6. LANDSCAPING:		
NATIVE SEED:	42,780 SF	9.11%
MULCH BED W/ DRIPLINE:	3,136 SF	0.67 %
NON-IRRIGATED ROCK BED:	925 SF	0.19 %
TOTAL:	46,841 SF	9.97 %
7. PROVIDED BUILDING SETBACKS:		
NORTH	101.55'	
SOUTH	37.45'	
WEST	823.88'	
EAST	81.00'	
8. *PARKING PROVIDED:		
REGULAR PARKING SPACES:		20 SPACES
HANDICAP PARKING SPACES:		2 SPACE
TOTAL PROVIDED:		22 SPACES

1 PER 300 SF OF OFFICE SPACE - YIELDS 4 SPACES REQUIRED.
1 PER 750 SF OF WAREHOUSE/VEHICLE MAINTENANCE-ORIENTED - YIELDS 12 SPACES REQUIRED. SINCE THERE ARE 0-25 SPACES TOTAL - ONLY 1 HC SPACE REQUIRED (PER ADA).
THE ANTICIPATED NUMBER OF MAX. FULL-TIME EMPLOYEES IS 12.
16 SPACES TOTAL REQUIRED (INCLUDING 1 x HC)

SITE PLAN NOTES:

1. SEE DETAIL SHEETS C11 THROUGH C14 FOR SITE DETAILS.
2. ALL ASPHALT AND CONCRETE DEPTHS AND MATERIALS SHALL BE PER THE RECOMMENDATIONS GIVEN BY GEOTECHNICAL ENGINEERING REPORT.
3. REFER TO LIGHTING & SIGNAGE DETAIL SHEET E1 FOR LIGHTING DETAILS.
4. ROADBASE: 30% OF STORAGE AREA TO BE DONE WITH CURRENT SCOPE OF CONSTRUCTION. THE REMAINING 70% WILL BE DONE IN THE FUTURE.
5. STORAGE YARD SCREENING TO INCLUDE 6' HIGH CHAIN LINK FENCE WITH BEIGE SLATS.
6. ALL OFF-SITE IMPROVEMENT AND DEMOLITION WILL ONLY BE DONE AFTER OBTAINING PERMISSION FROM APPROPRIATE PARTIES.

STORAGE YARD LEGEND

- EQUIPMENT, CONCRETE FORMS & SUPPLY STORAGE AREA/PARKING AREA (NATIVE GROUND)
- YARD STORAGE AREA/ GRAVEL DRIVE AREA (ROADBASE) TOTAL ROADBASE = 2.84 ACRES
- 20' CLEAR ZONE - NO PARKING OR STORAGE
- NON-IRRIGATED ROCK BED
- MULCH BED (BARK MULCH: 3" THICK), WITH DRIPLINE
- DETENTION POND & SWALE AREA SEEDING
- CIRCULATION DIRECTION

FIRESTONE INFORMATION BLOCK

OVERALL SITE PLAN

Name of Submittal:	SWABBCO
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	2/6/2019
Revisions Date:	04/25/2019
Revisions Date:	#
Revisions Date:	#
Revisions Date:	#

SHEET 3 of 20

REV.	DATE	DESCRIPTION
1	4/4/2019	BY AKM 0668-0279-01 FIRST SUBMITTAL

REVISION BLOCK

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PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO
LOT 1 19 & 26 CROSSINGS - FILING 1
FINAL DEVELOPMENT PLAN
OVERALL SITE PLAN

DESIGNED BY:	ML
DRAWN BY:	SDW
CHECKED BY:	ML
APPROVED BY:	ML
PROJECT NO.:	251.001
DATE:	2/6/2019
SCALE:	AS SHOWN

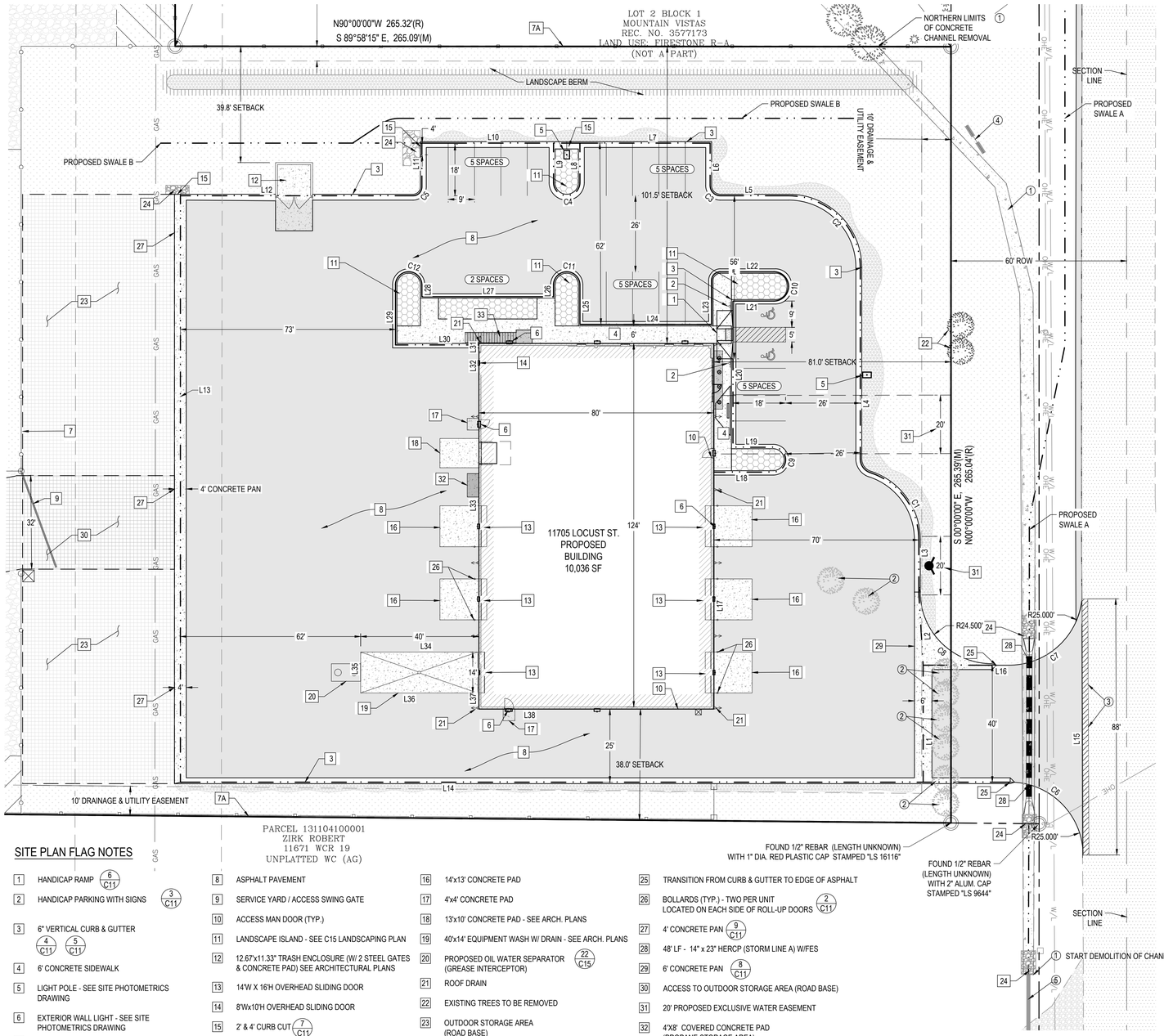
SHEET NO.
C3
SHEET 3 OF 20

CTB: PC_2017_MONO-COLOR.CTB
PLOT DATE: 7/21/2020 3:05 PM BY: STEPHEN WILLIAMS
DRAWING FILE: S:\PROJECTS\251.001 19&26 CROSSINGS\3- ENGINEERING\DRAWINGS\FDP\251.001 SITE PLAN.DWG

FINAL DEVELOPMENT PLAN

SWABBCO

TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO
4 OF 20



FLOW LINE/ EDGE OF ASPHALT LINE TABLE				
LINE #	LENGTH	DIRECTION	START POINT (N,E)	END POINT (N,E)
L1	40.00	N00°00'00"E	(3223.02, 4934.73)	(3263.02, 4934.73)
L2	25.04	N03°26'01"W	(3263.02, 4934.73)	(3288.02, 4933.23)
L3	18.00	N00°00'00"E	(3288.02, 4933.23)	(3306.02, 4933.23)
L4	65.43	N00°00'00"E	(3333.59, 4913.23)	(3399.02, 4913.23)
L5	23.29	N90°00'00"W	(3423.52, 4888.73)	(3423.52, 4865.44)
L6	14.50	N00°00'00"E	(3427.02, 4861.94)	(3441.52, 4861.94)
L7	44.50	N90°00'00"W	(3441.52, 4861.94)	(3441.52, 4817.44)
L8	13.50	S00°00'00"E	(3441.52, 4817.44)	(3428.02, 4817.44)
L9	13.50	N00°00'00"E	(3428.02, 4808.44)	(3441.52, 4808.44)
L10	36.00	N90°00'00"W	(3441.52, 4808.44)	(3441.52, 4772.44)
L11	15.00	S00°00'00"E	(3441.52, 4763.44)	(3426.52, 4763.44)
L12	76.77	N90°00'00"W	(3423.52, 4757.71)	(3423.52, 4680.94)
L13	200.50	S00°00'00"E	(3423.52, 4680.94)	(3223.02, 4680.94)
L14	283.42	N90°00'00"E	(3223.02, 4680.94)	(3223.02, 4964.36)
L15	87.58	S00°15'03"E	(3285.67, 4988.98)	(3198.09, 4989.36)
L16	4.35	N90°00'00"E	(3263.02, 4959.73)	(3263.02, 4964.09)
L17	81.00	N00°00'00"E	(3248.02, 4863.23)	(3329.02, 4863.23)
L18	20.25	N90°00'00"E	(3329.02, 4863.23)	(3329.02, 4883.48)
L19	14.12	N89°56'04"W	(3337.50, 4883.85)	(3337.52, 4869.73)
L20	50.00	N00°00'00"E	(3337.52, 4869.73)	(3387.52, 4869.73)
L21	14.00	N89°59'50"E	(3387.52, 4869.73)	(3387.52, 4883.73)
L22	18.29	N90°00'00"W	(3397.52, 4883.73)	(3397.52, 4865.44)
L23	15.00	S00°00'00"E	(3394.52, 4862.44)	(3379.52, 4862.44)
L24	45.00	N90°00'00"W	(3379.52, 4862.44)	(3379.52, 4817.44)
L25	13.50	N00°00'00"E	(3379.52, 4817.44)	(3393.02, 4817.44)
L26	4.03	S00°00'00"E	(3393.02, 4808.44)	(3388.98, 4808.44)
L27	45.00	N90°00'00"W	(3388.98, 4808.44)	(3388.98, 4763.44)
L28	4.03	N00°00'00"W	(3388.98, 4763.44)	(3393.02, 4763.44)
L29	20.50	S00°00'00"E	(3393.02, 4754.44)	(3372.52, 4754.44)
L30	28.50	N90°00'00"E	(3372.52, 4754.44)	(3372.52, 4782.94)
L31	2.17	S00°00'00"E	(3372.52, 4782.94)	(3370.35, 4782.94)
L32	10.00	S00°00'00"E	(3370.35, 4782.94)	(3360.35, 4782.94)
L33	92.83	S00°00'00"W	(3360.35, 4782.94)	(3267.52, 4782.94)
L34	40.42	N90°00'00"W	(3267.52, 4782.94)	(3267.52, 4742.52)
L35	14.00	S00°00'00"E	(3267.52, 4742.52)	(3253.52, 4742.52)
L36	40.42	S90°00'00"E	(3253.52, 4742.52)	(3253.52, 4782.94)
L37	5.50	S00°00'00"W	(3253.52, 4782.94)	(3248.02, 4782.94)
L38	80.29	S90°00'00"E	(3248.02, 4782.94)	(3248.02, 4863.23)

FLOW LINE/ EDGE OF ASPHALT CURB TABLE					
CURVE #	RADIUS	LENGTH	DELTA	STARTING POINT (N,E)	END POINT (N,E)
C1	24.00	30.13	71°55'12"	(3306.02, 4933.23)	(3328.83, 4916.68)
C2	24.50	38.48	90°00'00"	(3399.02, 4913.23)	(3423.52, 4888.73)
C3	3.50	5.50	90°00'00"	(3427.02, 4861.94)	(3423.52, 4865.44)
C4	4.50	14.14	180°00'00"	(3428.02, 4808.44)	(3428.02, 4817.44)
C5	3.00	4.71	90°00'00"	(3423.52, 4760.44)	(3426.52, 4763.44)
C6	25.00	39.19	89°49'34"	(3198.09, 4989.36)	(3223.02, 4964.36)
C7	25.00	36.92	84°36'45"	(3263.02, 4964.09)	(3285.67, 4988.98)
C8	24.50	38.48	90°00'00"	(3288.02, 4933.73)	(3263.52, 4958.23)
C9	4.25	13.06	176°11'31"	(3329.02, 4883.48)	(3337.50, 4883.85)
C10	5.00	15.71	180°00'00"	(3387.52, 4883.73)	(3397.52, 4883.73)
C11	4.50	14.14	180°00'00"	(3393.02, 4817.44)	(3393.02, 4808.44)
C12	4.50	14.14	180°00'00"	(3393.02, 4763.44)	(3393.02, 4754.44)

SITE PLAN FLAG NOTES

1. HANDICAP RAMP (6/C11)
2. HANDICAP PARKING WITH SIGNS (3/C11)
3. 6" VERTICAL CURB & GUTTER (4/C11) (5/C11)
4. 6' CONCRETE SIDEWALK
5. LIGHT POLE - SEE SITE PHOTOMETRICS DRAWING
6. EXTERIOR WALL LIGHT - SEE SITE PHOTOMETRICS DRAWING
7. PERIMETER FENCING -BARB WIRE
7A. 6' HIGH WOOD PRIVACY FENCE
8. ASPHALT PAVEMENT
9. SERVICE YARD / ACCESS SWING GATE
10. ACCESS MAN DOOR (TYP.)
11. LANDSCAPE ISLAND - SEE C15 LANDSCAPING PLAN
12. 12.67'x11.33" TRASH ENCLOSURE (W/ 2 STEEL GATES & CONCRETE PAD) SEE ARCHITECTURAL PLANS
13. 14'W X 16'H OVERHEAD SLIDING DOOR
14. 8'Wx10'H OVERHEAD SLIDING DOOR
15. 2' & 4' CURB CUT (7/C11)
16. 14'x13' CONCRETE PAD
17. 4'x4' CONCRETE PAD
18. 13'x10' CONCRETE PAD - SEE ARCH. PLANS
19. 40'x14' EQUIPMENT WASH W/ DRAIN - SEE ARCH. PLANS
20. PROPOSED OIL WATER SEPARATOR (GREASE INTERCEPTOR) (22/C15)
21. ROOF DRAIN
22. EXISTING TREES TO BE REMOVED
23. OUTDOOR STORAGE AREA (ROAD BASE)
24. TYPE L RIPRAP - SHEET C7 - OVERALL GRADING PLAN
25. TRANSITION FROM CURB & GUTTER TO EDGE OF ASPHALT
26. BOLLARDS (TYP.) - TWO PER UNIT LOCATED ON EACH SIDE OF ROLL-UP DOORS (2/C11)
27. 4' CONCRETE PAN (9/C11)
28. 48' LF - 14" x 23" HERCP (STORM LINE A) W/FES
29. 6' CONCRETE PAN (8/C11)
30. ACCESS TO OUTDOOR STORAGE AREA (ROAD BASE)
31. 20' PROPOSED EXCLUSIVE WATER EASEMENT
32. 4'X8' COVERED CONCRETE PAD (PROPANE STORAGE AREA)
33. STEEL STAIR FOR DIRECT YARD ACCESS

DEMOLITION FLAG NOTES

1. REMOVE 330 LF - 5' WIDE CONCRETE CHANNEL
2. EXISTING TREES TO BE REMOVED - 8 TREES TOTAL
3. 2' SAW CUT EXISTING PAVEMENT FOR CLEAN BREAK WITH NEW PAVEMENT - 88' L.F.± (1/C11)
4. EXISTING CULVERT TO BE REMOVED
5. EXISTING CULVERT TO REMAIN

N

0 20' 40'
SCALE: 1" = 20'

THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION

FIRESTONE INFORMATION BLOCK	
DETAILED SITE PLAN	
Name of Submittal:	SWABBCO
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	2/6/2019
Revisions Date:	04/25/2019
Revisions Date:	#
Revisions Date:	#
Revisions Date:	#
SHEET 4 of 20	

REV.	DATE	DESCRIPTION
1	4/4/2019	BY AKM 0668-0279-01 FIRST SUBMITTAL

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PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO
LOT 1 19 & 26 CROSSINGS - FILING 1
FINAL DEVELOPMENT PLAN
DETAILED SITE PLAN

DESIGNED BY:	ML
DRAWN BY:	SDW
CHECKED BY:	ML
APPROVED BY:	ML
PROJECT NO.:	251.001
DATE:	2/6/2019
SCALE:	AS SHOWN

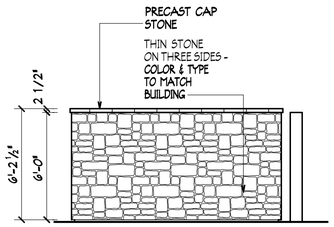
SHEET NO.
C4
SHEET 4 OF 20

CTB: PC_2017_MONO-COLOR.CTB
PLOT DATE: 7/21/2020 3:05 PM BY: STEPHEN WILLIAMS
DRAWING FILE: S:\PROJECTS\251.001 19&26 CROSSINGS\3. ENGINEERING\DRAWINGS\FDP\251.001 SITE PLAN.DWG

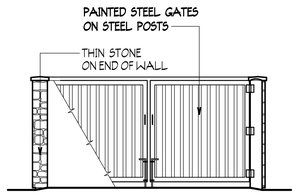
FINAL DEVELOPMENT PLAN

SWABBCO

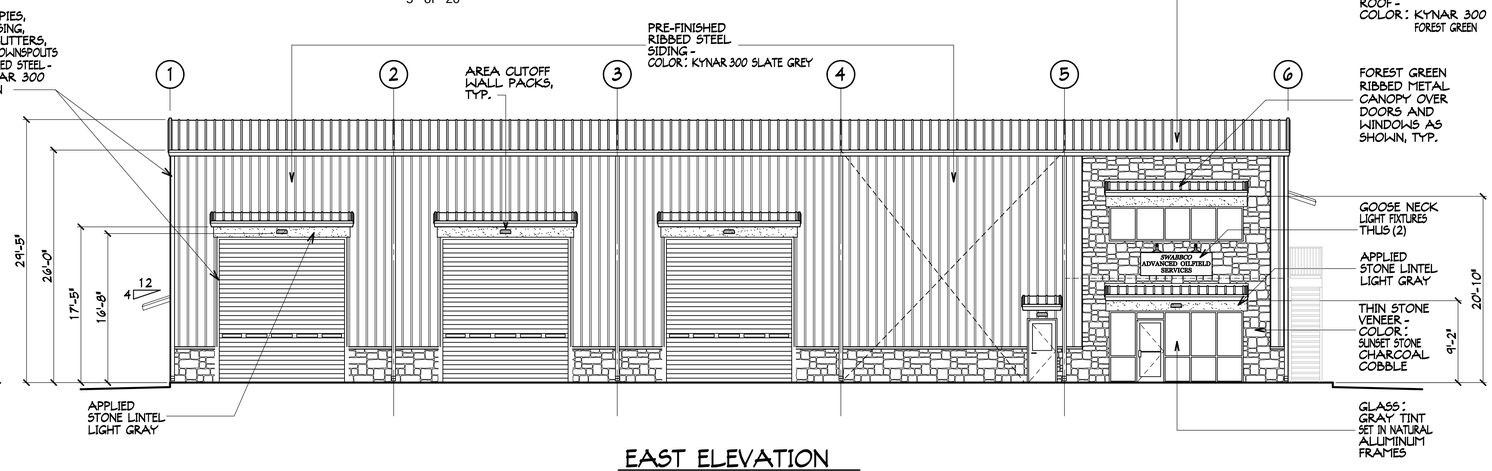
TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO



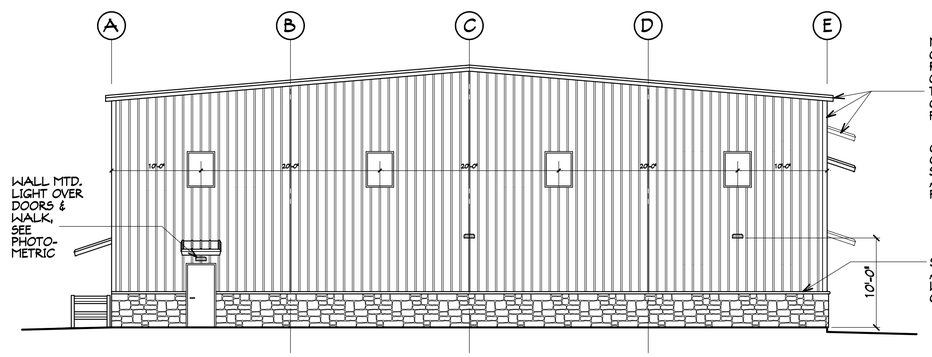
TRASH ENCLOSURE
SIDE ELEVATION
SCALE: 1/4" = 1'-0"



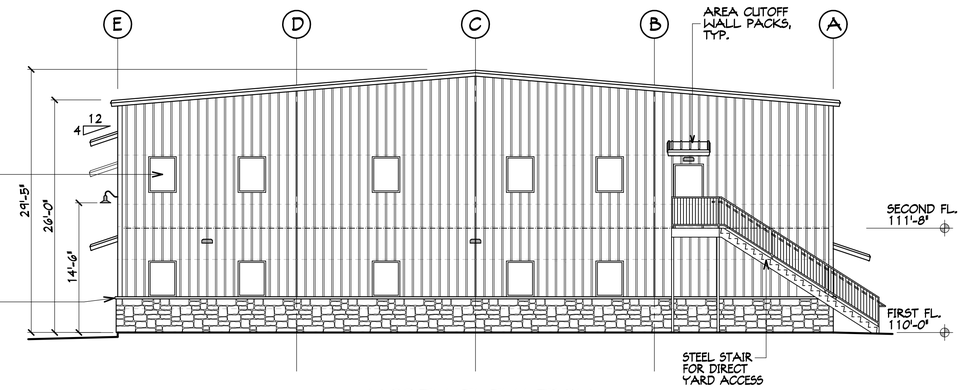
TRASH ENCLOSURE
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



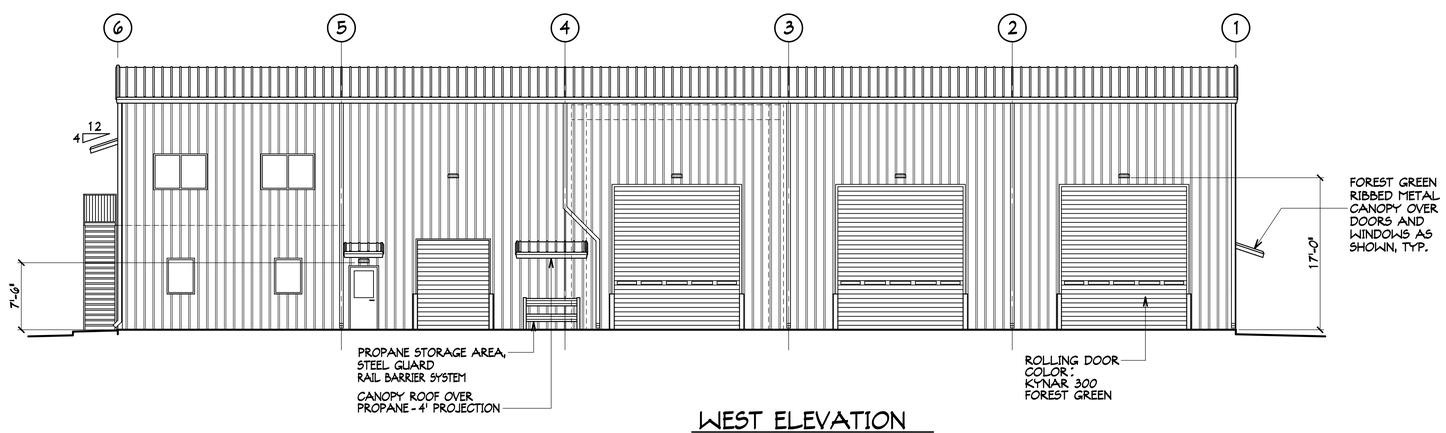
EAST ELEVATION
SCALE: 1/8" = 1'-0"



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



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



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

FIRESTONE INFORMATION BLOCK

BUILDING ELEVATIONS

Name of Submittal:	19 & 26 CROSSINGS
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	02/06/2019
Revisions Date:	04/25/2019
Revisions Date:	06/18/2019
Revisions Date:	
Revisions Date:	
SHEET	5 of 20

REV.	DATE	DESCRIPTION

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PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO
FINAL DEVELOPMENT PLAN
COVER SHEET

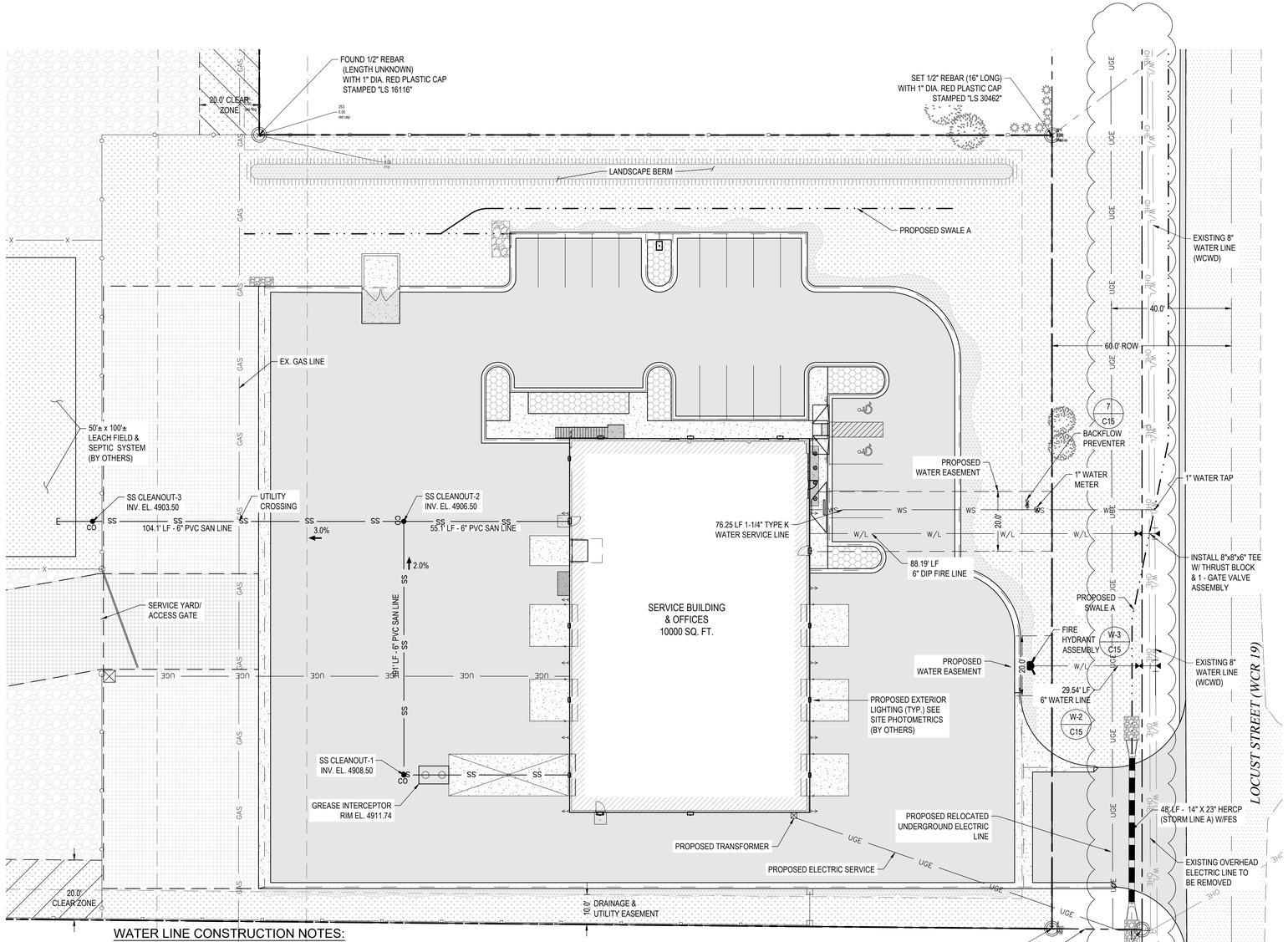
DESIGNED BY:	CDA
DRAWN BY:	CDA
CHECKED BY:	CDA
APPROVED BY:	CDA
PROJECT NO.:	18342
DATE:	02/06/2019
SCALE:	AS SHOWN

SHEET NO.
5

FINAL DEVELOPMENT PLAN

SWABBCO

TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO



THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION

WELD COUNTY ON-SITE WASTEWATER TREATMENT SYSTEM REGULATIONS (WELD COUNT CODE ORDINANCE 2013-13):

REVISED 2014

1. SEPTIC SYSTEM TO BE DESIGNED AND INSTALLED BY OTHERS.

SEC. 30-8-10. - PERFORMANCE.

*OWTS SHALL BE DESIGNED AND CONSTRUCTED TO ACHIEVE THE TREATMENT LEVEL SPECIFIED BY THE DESIGN.

(WELD COUNTY CODE ORDINANCE 2013-13)

SEC. 30-8-20. - RELIABILITY.

OWTS SHALL BE DESIGNED AND CONSTRUCTED SUCH THAT EACH COMPONENT SHALL FUNCTION, WHEN INSTALLED AND OPERATED, IN A MANNER NOT ADVERSELY AFFECTED BY NORMAL OPERATING CONDITIONS, INCLUDING EROSION, CORROSION, VIBRATION, SHOCK, CLIMATIC CONDITIONS AND USUAL HOUSEHOLD CHEMICALS. EACH COMPONENT SHALL BE FREE OF NONFUNCTIONAL PROTRUSIONS OR SHARP EDGES OR OTHER HAZARDS, WHICH COULD CAUSE INJURY TO PERSONS, ANIMALS OR PROPERTIES. DESIGN SHALL BE SUCH AS TO EXCLUDE FLIES AND RODENTS AND OTHER VECTORS AND TO PREVENT THE CREATION OF NUISANCES AND PUBLIC HEALTH HAZARDS AND SHALL PROVIDE FOR EFFICIENT OPERATION AND MAINTENANCE.

(WELD COUNTY CODE ORDINANCE 2013-13)

SEC. 30-8-30. - ACCESSIBILITY FOR INSPECTION, MAINTENANCE AND SERVICING.

A. SEPTIC TANKS SHALL HAVE RISERS OVER EACH ACCESS MANHOLE, AND ALL RISERS SHALL EXTEND TO OR ABOVE FINAL GRADE.

B. EACH TREATMENT COMPONENT OF AN OWTS, OTHER THAN THE SEPTIC TANK AND SOIL TREATMENT AREA, SHALL BE EQUIPPED WITH ACCESS MANHOLES WITH RISERS THAT EXTEND TO OR ABOVE FINAL GRADE, LOCATED TO PERMIT PERIODIC PHYSICAL INSPECTION, COLLECTION AND TESTING OF SAMPLES AND MAINTENANCE OF ALL COMPONENTS AND COMPARTMENTS.

C. RISER LIDS. EACH RISER LID BROUGHT TO THE SURFACE SHALL HAVE A SECURE CLOSING MECHANISM, SUCH AS A LOCK, SPECIAL-HEADED BOLTS OR SCREWS, OR SUFFICIENT WEIGHT TO PREVENT UNAUTHORIZED ACCESS.

D. COMPONENTS THAT REQUIRE ACCESS FOR MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO, SUBMERGED BEARINGS, MOVING PARTS, PUMPS, SIPHONS, VALVES, TUBES, INTAKES, SLOTS, DISTRIBUTION BOXES, DROP BOXES, CLEANOUTS, EFFLUENT SCREENS, FILTERS, INLET AND OUTLET BAFFLES, AERATORS, TREATMENT EQUIPMENT AND OTHER DEVICES.

E. COMPONENTS SHALL BE DESIGNED AND CONSTRUCTED SO THAT, WHEN INSTALLED, THEY SHALL BE EASILY MAINTAINED, SAMPLED AND SERVICED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS. EASY PHYSICAL ACCESS TO TREATMENT COMPONENTS BY MAINTENANCE PERSONNEL AND EQUIPMENT SHALL BE PROVIDED.

SEC. 30-9-40. - PIPE STANDARDS AND BEDDING REQUIREMENTS.

A. PIPE STANDARDS.

1. ALL WASTEWATER LINES USED IN AN OWTS SHALL BE CONSTRUCTED OF COMPATIBLE PIPE, PRIMER, BONDING AGENT AND FITTINGS.
2. WHERE UNPERFORATED PLASTIC PIPE AND FITTINGS ARE USED FOR GRAVITY FLOW, THE MINIMUM WALL THICKNESS OF THE PIPE SHALL CONFORM TO ASTM STANDARD D 3034 OR EQUIVALENT OR GREATER STRENGTH. SCHEDULE 40 PIPE IS PREFERRED.
3. PERFORATED DISTRIBUTION PIPE SURROUNDED BY ROCK WITHIN A SOIL TREATMENT AREA SHALL HAVE A MINIMUM WALL THICKNESS AND PERFORATIONS CONFORMING TO ASTM STANDARD D 2729 OR EQUIVALENT OR GREATER STRENGTH. CORRUGATED POLYETHYLENE PIPE WITH SMOOTH INTERIOR THAT MEETS ASTM F405 OR AASHTO M252 SPECIFICATIONS OR EQUIVALENT MAY BE USED.
4. SCHEDULE 40 OR PIPE OF EQUIVALENT OR GREATER STRENGTH SHALL BE USED FOR THE PLACEMENT OF PIPING UNDER DRIVEWAYS OR ROADWAYS AND IN INSTANCES WHERE SEWER LINE SETBACK DISTANCES ARE GRANTED A VARIANCE FOR ANY REASON.
5. TILE PIPE, OPEN-JOINT PIPE AND CAST IRON PIPE MUST NOT BE USED IN AN OWTS.
6. PRESSURE PIPE MUST BE RATED FOR THE INTENDED USE TO ACCOMMODATE PUMP DISCHARGE PRESSURE.

B. BEDDING. ALL SYSTEM PIPING, EXCEPT FOR DISTRIBUTION LATERALS WITHIN THE SOIL TREATMENT AREA, SHALL BE BEDDED WITH SELECT MATERIAL BEFORE FINAL INSPECTION BY THE DIVISION. SELECT BEDDING MATERIAL SHALL CONSIST OF LOOSE, GRANULAR MATERIAL FREE FROM STONES, CLODS, FROZEN SOIL OR OTHER DELETERIOUS MATERIAL. SELECT MATERIAL MAY CONSIST OF ON-SITE JOB-EXCAVATED OR IMPORTED MATERIAL. BEDDING MATERIAL MUST BE MECHANICALLY COMPACTED TO SUPPORT PIPING.

C. PIPE IDENTIFICATION AND DATA MARKING MUST BE VISIBLE FOR THE PURPOSE OF INSPECTION BEFORE BACKFILLING.

*OWTS MEAN S THE ON-SITE WASTEWATER TREATMENT SYSTEM

UTILITY NOTES

1. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UNDERGROUND UTILITY LINES BEFORE COMMENCING CONSTRUCTION ACTIVITIES.
2. THE CONTRACTOR SHALL CONFIRM ALL EXISTING UTILITY EASEMENTS AND THEIR APPLICABLE REGULATIONS PRIOR TO INITIATING CONSTRUCTION.
3. ALL CONSTRUCTION SHALL BE PERFORMED PER TOWN OF FIRESTONE CONSTRUCTION STANDARDS AND SPECIFICATIONS, AS WELL AS THE APPLICABLE UTILITY PROVIDER REQUIREMENTS.
4. THE BUILDING WILL INCLUDE A FIRE SPRINKLER SYSTEM BUILT TO APPLICABLE STANDARDS.
5. THE BUILDING LIGHTING SHALL BE AIMED AT THE BUILDING SO THAT LIGHT DOES NOT ILLUMINATE OFF THE SITE.
6. CONTRACTOR SHALL COORDINATE DRY UTILITIES WITH APPROPRIATE AGENCIES.
7. CONTRACTOR SHALL COORDINATE TRANSFORMER LOCATION AND CONNECTION WITH UNITED POWER
8. THE DEVELOPMENT PROPERTY IS CURRENTLY SERVED BY THE FOLLOWING UTILITY COMPANIES:

   POTABLE WATER - TOWN OF FIRESTONE VIA CENTRAL WELD COUNTY WATER DISTRICT
   ELECTRIC - UNITED POWER
   NATURAL GAS - BLACK HILL ENERGY
   TELEPHONE - CENTURY LINK
9. REFER TO SHEET C13 FOR WATER & SANITARY SEWER DETAILS.

WATER METER TABLE		
QUANTITY	SIZE	TYPE
1	1	COMMERCIAL

WATER LINE CONSTRUCTION NOTES:

1. REFER TO SHEET C15 FOR WATERLINE DETAILS.
2. ALL NEW VALVES AND FITTINGS TO BE INSTALLED SHALL HAVE MECHANICAL JOINTS WITH JOINT RESTRAINTS AND SHALL BE WRAPPED WITH 8 MIL POLYETHYLENE. ALL NEW FITTINGS TO BE INSTALLED SHALL BE DUCTILE IRON FITTINGS.
3. ALL VALVES TO BE MECHANICALLY RESTRAINED OR INSTALLED WITH FOSTER ADAPTER COUPLINGS TO ELIMINATE THE NEED FOR LONG SPOOL PIPE PIECES BETWEEN FITTINGS AND VALVES.
4. ALL NEW PVC WATER LINES TO BE INSTALLED SHALL CONFORM TO AWWA C900 AND C905, DR18 150 PSI PRESSURE CLASS. ALL WATER LINES SHALL BE INSTALLED WITH TRACER WIRE OF A MINIMUM OR 14 GA., INSULATED WIRE.
5. ALL BACKFILL SHALL BE COMPACTED PER TOWN OF FIRESTONE SPECIFICATION. THE TOWN WILL PROVIDE THE GEOTECHNICAL TESTING FIRM, AND THE CONTRACTOR SHALL COORDINATE TESTING.
6. ALL WATER LINES SHALL BE INSTALLED WITH A MINIMUM COVER FROM FINISHED GRADE TO THE TOP OF PIPE OF 5 FEET. MAXIMUM COVER SHALL BE 6 FEET UNLESS APPROVED BY THE TOWN ENGINEER.

FIRESTONE INFORMATION BLOCK	
UTILITY PLAN	
Name of Submittal:	SWABBCO
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	2/6/2019
Revisions Date:	04/25/2019
Revisions Date:	#
Revisions Date:	#
Revisions Date:	#
SHEET 6 of 20	

REV.	DATE	DESCRIPTION
1	4/4/2019	BY AKM 0668-0279-01 FIRST SUBMITTAL

REVISION BLOCK

UNCC UNIVERSITY OF COLORADO

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PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO
LOT 1 19 & 26 CROSSINGS - FILING 1
FINAL DEVELOPMENT PLAN
UTILITY PLAN

DESIGNED BY:	ML
DRAWN BY:	SDW
CHECKED BY:	ML
APPROVED BY:	ML
PROJECT NO.:	251.001
DATE:	2/6/2019
SCALE:	AS SHOWN

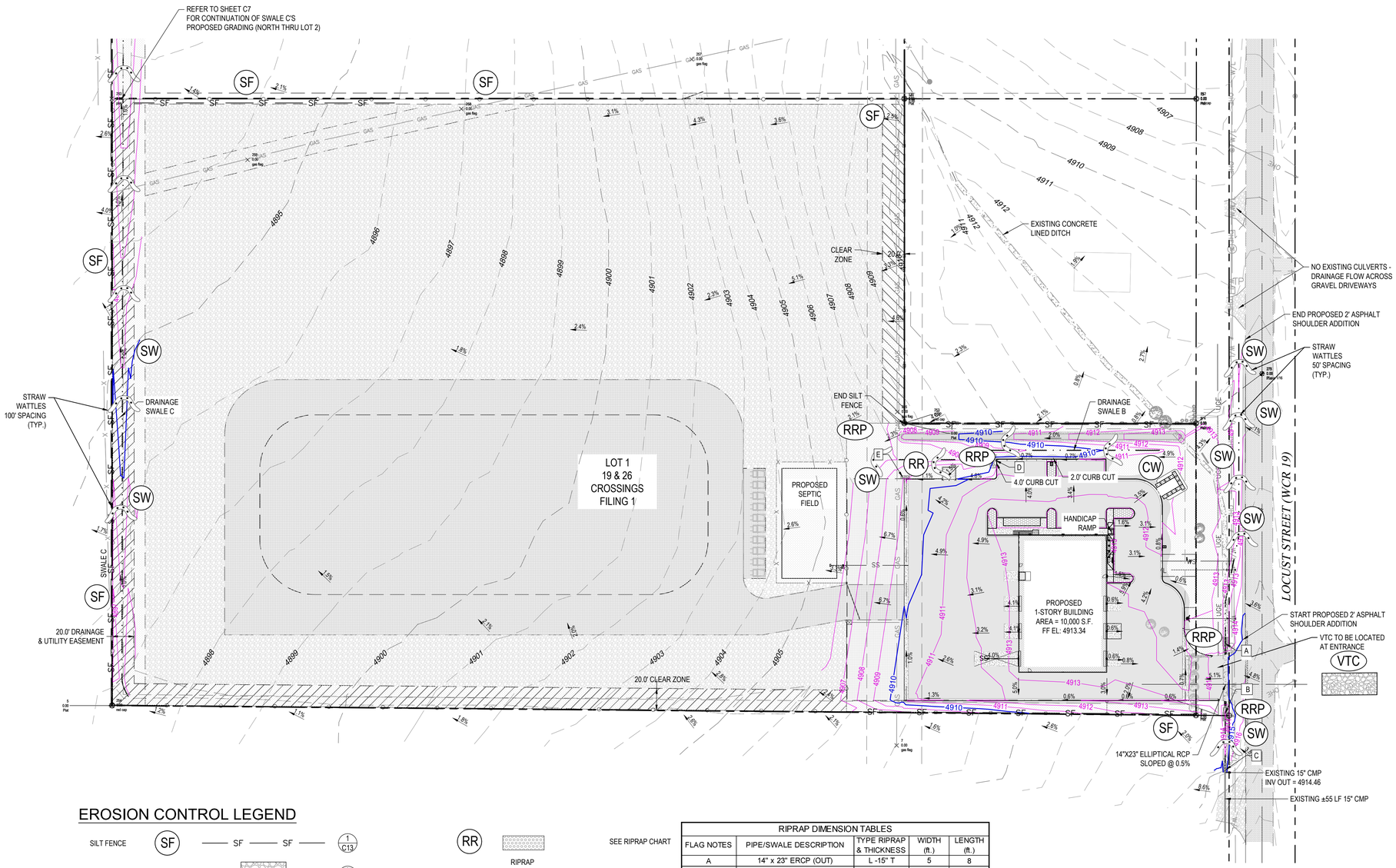
SHEET NO.
C5
SHEET 6 OF 20

CTB: PC_2017_MONO-COLOR.CTB
PLOT DATE: 7/21/2020 3:04 PM BY: STEPHEN WILLIAMS
DRAWING FILE: S:\PROJECTS\251.001 19&26 CROSSINGS\3. ENGINEERING\DRAWINGS\FDP\251.001 UTILITY.DWG

FINAL DEVELOPMENT PLAN

SWABBCO

TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO



GRADING NOTES:

SITE GRADING:

1. ALL SPOT ELEVATIONS ARE TO FL UNLESS OTHERWISE SPECIFIED.
2. ADA PARKING SPACES SHALL NOT EXCEED 5% LONGITUDINAL SLOPE OR 2% CROSS SLOPE AT ANY POINT.
3. THE PROPERTY IS OUTSIDE OF THE 100-YEAR FLOOD PLAIN, ACCORDING TO FLOOD INSURANCE RATE MAP WELD COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 08123C1895E, PANEL NO. 1895 OF 2250, EFFECTIVE JANUARY 20, 2016.
4. ALL EARTHWORK TO BE INSTALLED IN ACCORDANCE WITH RECOMMENDATIONS SPECIFIED IN THE SOILS REPORT, GEOTECHNICAL ENGINEERING REPORT, AND THE TOWN OF FIRESTONE STANDARDS.
5. ALL ASPHALT SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS SPECIFIED IN THE GEOTECHNICAL ENGINEERING REPORT.
6. COMPACT ALL FILL PER SOILS ENGINEER.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY GROUND WATER ENCOUNTERED DURING THE CONSTRUCTION OF ANY PORTION OF THIS PROJECT. GROUND WATER SHALL BE PUMPED, PIPED, REMOVED AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF EXISTING STREETS NOR EROSION ON ABUTTING PROPERTIES IN ORDER TO CONSTRUCT THE IMPROVEMENTS SHOWN ON THESE PLANS. NO CONCRETE SHALL BE PLACED WHERE GROUND WATER IS VISIBLE OR UNTIL THE GROUND WATER TABLE HAS BEEN LOWERED BELOW THE IMPROVEMENTS. ANY UNSTABLE AREAS, AS A RESULT OF GROUND WATER, ENCOUNTERED DURING THE CONSTRUCTION OF THE IMPROVEMENTS SHALL BE STABILIZED AS AGREED UPON BY THE CONTRACTOR, THE TOWN, AND THE DESIGN ENGINEER AT THE TIME OF THEIR OCCURRENCE.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND REPAIR OF UTILITIES ENCOUNTERED DURING CONSTRUCTION, WHETHER SHOWN ON THESE PLANS OR NOT. CONTRACTOR SHALL CONTACT REPRESENTATIVES OF THE RESPECTIVE UTILITIES AND HAVE ALL UTILITIES FIELD LOCATED PRIOR TO CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL LOCATIONS OF EXISTING STRUCTURES AND UTILITIES SHOWN ON THE DRAWINGS, TO ASCERTAIN WHETHER ANY STRUCTURES AND UTILITIES MAY EXIST, AND REPAIR AND/OR REPLACE ANY STRUCTURES AND/OR UTILITIES THAT ARE DAMAGED BY THE CONTRACTOR.
9. CONTRACTOR TO FOLLOW ALL RECOMMENDATIONS FROM THE GEOTECHNICAL REPORT..
10. ALL FILL MATERIAL AND PLACEMENT OF FILL BELOW THE BUILDINGS TO BE REVIEWED AND APPROVED BY SOILS ENGINEER PRIOR TO/DURING PLACEMENT. COMPACTION TO BE IN ACCORDANCE WITH SOILS REPORT DESIGN STANDARDS.
11. ALL GRADES SHOWN ON THIS PLAN ARE TO FINISHED GRADE.
12. OVERLOT GRADING SHALL BE TO SUBGRADE OF THE BUILDINGS AND ASPHALT PARKING LOT.
13. FINAL FINISHED FLOOR ELEVATION SHALL NOT EXCEED MINIMUM FINISHED FLOOR ELEVATION BY MORE THAN TWO (2) FEET.

SUBGRADE PREPARATION:

ALL FILL PLACED BELOW PAVEMENTS SHOULD BE COMPACTED TO AT LEAST 95 PERCENT OF THE MAXIMUM STANDARD PROCTOR DENSITY WITHIN ±2 PERCENT OF THE OPTIMUM MOISTURE CONTENT. IN CUT AND FILL AREAS, THE SUBGRADE SHOULD BE SCARIFIED TO A MINIMUM DEPTH OF 6 INCHES OR AS DESCRIBED IN THE APPROPRIATE OPTION, ADJUSTED TO NEAR OPTIMUM MOISTURE CONTENT AND RECOMPACTED TO A MINIMUM OF 95 PERCENT OF THE MAXIMUM STANDARD PROCTOR DENSITY AS DETERMINED BY ASTM D698. PRIOR TO PLACEMENT OF THE PAVEMENT, THE SUBGRADE SHOULD BE PROOF ROLLED WITH A HEAVY, PNEUMATIC TIRED VEHICLE WHILE BEING OBSERVED BY THE GEOTECHNICAL ENGINEER. AREAS WHICH DEFORM UNDER WHEEL LOADS SHOULD BE REMOVED AND REPLACED.

STREET CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN PREPARED BY A LICENSED CIVIL ENGINEER, A.T.S.S.A. (AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION) OR C.C.A. (COLORADO CONTRACTOR'S ASSOCIATION) CERTIFIED TRAFFIC TECHNICIAN FOR REVIEW AND APPROVAL BY THE TOWN ENGINEER PRIOR TO COMMENCEMENT OF ANY WORK. THE PLAN SHALL ACCOMMODATE TWO WAY TRAFFIC TO THE EXTENT POSSIBLE BETWEEN THE HOURS OF 8:00 AM AND 5:00 PM. TWO WAY TRAFFIC MUST BE RESTORED BETWEEN THE HOURS OF 5:00 PM AND 8:00 AM. TRAFFIC MAY BE REDUCED TO SINGLE LANE FOR SHORT PERIODS DURING THE DAY WITH APPROPRIATE FLAGGERS. TRAFFIC MAY BE STOPPED IN BOTH DIRECTIONS ONLY TO ALLOW CONSTRUCTION EQUIPMENT TO CROSS THE ROADWAY. TCS (TRAFFIC CONTROL SUPERVISOR) SHALL BE ON SITE AT ALL TIMES WHEN FLAG PERSONNEL ARE IN USE. UNSAFE TRAFFIC CONDITIONS AT THE TOWN'S DISCRETION SHALL WARRANT WORK STOPPAGE.
2. WHEN AN EXISTING ASPHALT STREET MUST BE CUT, THE STREET MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION. THE EXISTING STREET CONDITION SHALL BE DOCUMENTED BY THE TOWN BEFORE ANY CUTS ARE MADE. PATCHING SHALL BE DONE IN CONFORMANCE WITH THE TOWN OF FIRESTONE CURRENT STREET REPAIR REQUIREMENTS. PATCH SHALL BLEND SMOOTHLY INTO THE EXISTING SURFACE.

GRADING LEGEND:

4860	EXISTING MAJOR CONTOURS
4860	EXISTING MINOR CONTOURS
4860	PROPOSED MAJOR CONTOURS
4860	PROPOSED MINOR CONTOURS
1.5%	FINISHED GRADE SLOPE

EROSION CONTROL LEGEND

SILT FENCE	SF	1 C13
VEHICLE TRACKING PAD	VTC	2 C13
CONCRETE WASHOUT	CW	3 C13
STRAW WATTLE	SW	4 C13

NOTE:
VEHICLE TRACKING CONTROL (VTC) SHALL BE USED DURING ALL PHASES OF CONSTRUCTION AT CONTRACTOR'S AND TOWN OF FIRESTONE INSPECTOR'S DISCRETION.

RR	RIPRAP	SEE RIPRAP CHART
RRP	RIPRAP-OUTLET PROTECTION	5 C13 SEE RIPRAP CHART

RIPRAP DIMENSION TABLES

FLAG NOTES	PIPE/SWALE DESCRIPTION	TYPE RIPRAP & THICKNESS	WIDTH (ft.)	LENGTH (ft.)
A	14" x 23" ERCP (OUT)	L -15" T	5	8
B	14" x 23" ERCP (IN)	L -15" T	5	8
C	15" CMP (OUT)	L -15" T	5	8
D	4' CURB CUT	L -15" T	6	12
E	END - 4' PAN	L -15" T	6	12
F	END - SWALE C	L -18" T (BURIED)	10	20
G	POND OUTLET PIPE	L -18" T (BURIED)	6	12
H	EMERG. SPILLWAY SECTION	L -18" T (BURIED)	24	30

N

0 50' 100'
SCALE: 1" = 50'

THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION

FIRESTONE INFORMATION BLOCK

OVERALL GRADING & ER CONTROL PLAN

Name of Submittal:	SWABBCO
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	2/6/2019
Revisions Date:	04/25/2019
Revisions Date:	#
Revisions Date:	#
Revisions Date:	#

SHEET 7 of 20

REV.	DATE	DESCRIPTION
1	4/4/2019	BY AKM 0668-0279-01 FIRST SUBMITTAL

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PREPARED FOR:
19 & 26, LLC

SHEET TITLE:
SWABBCO
LOT 1 19 & 26 CROSSINGS - FILING 1
FINAL DEVELOPMENT PLAN
OVERALL GRADING & ER CONTROL PLAN

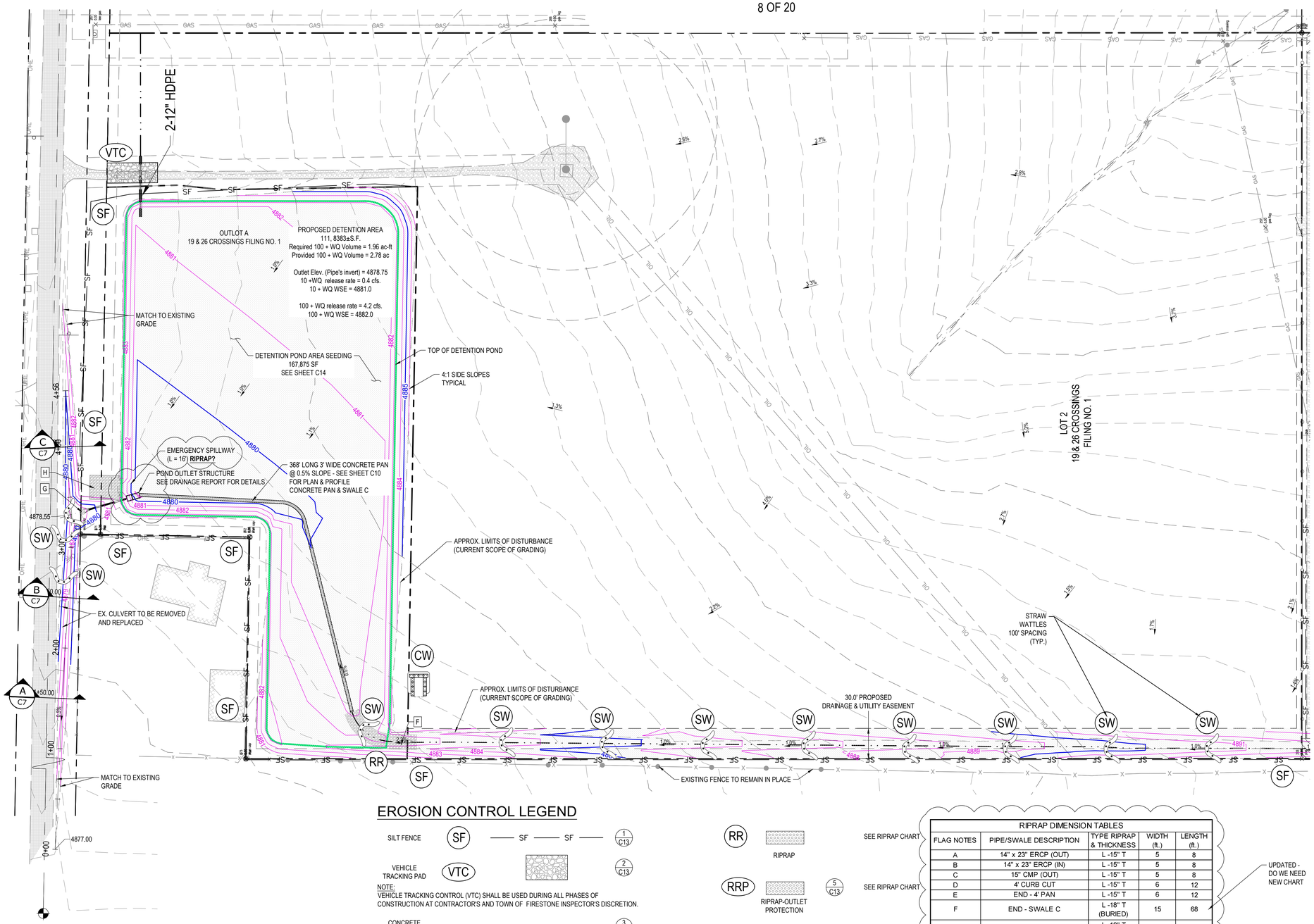
DESIGNED BY:	ML
DRAWN BY:	SDW
CHECKED BY:	ML
APPROVED BY:	ML
PROJECT NO.:	251.001
DATE:	2/6/2019
SCALE:	AS SHOWN

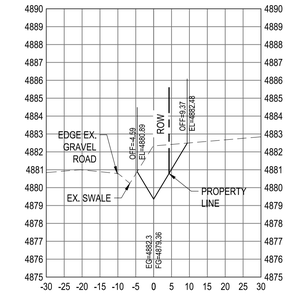
SHEET NO.
C6
SHEET 7 OF 20

FINAL DEVELOPMENT PLAN

SWABBCO

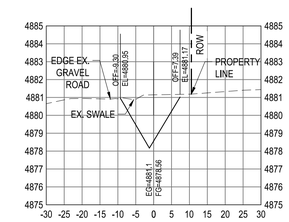
TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO
8 OF 20





4+00.00

C/C7 SECTION - STA. 4+00
HORIZ. SCALE: 1" = 20'
VERT. SCALE: 1" = 4'



2+50.00

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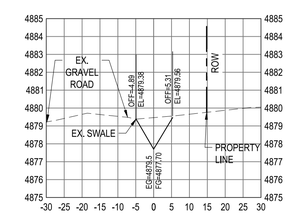
VERT. SCALE: 1" = 4'



1+50.00

A/C7 SECTION - STA. 1+50
HORIZ. SCALE: 1" = 20'
VERT. SCALE: 1" = 4'

GRADING LEGEND:

4860	EXISTING MAJOR CONTOURS
4860	EXISTING MINOR CONTOURS
4860	PROPOSED MAJOR CONTOURS
4860	PROPOSED MINOR CONTOURS
1.5%	FINISHED GRADE SLOPE

EROSION CONTROL LEGEND

SILT FENCE	SF	1/C13
VEHICLE TRACKING PAD	VTC	2/C13
CONCRETE WASHOUT		3/C12
STRAW WATTLE	SW	4/C12
RIPRAP	RR	SEE RIPRAP CHART
RIPRAP-OUTLET PROTECTION	RRP	5/C13 SEE RIPRAP CHART

NOTE:
VEHICLE TRACKING CONTROL (VTC) SHALL BE USED DURING ALL PHASES OF CONSTRUCTION AT CONTRACTOR'S AND TOWN OF FIRESTONE INSPECTOR'S DISCRETION.

RIPRAP DIMENSION TABLES

FLAG NOTES	PIPE/SWALE DESCRIPTION	TYPE RIPRAP & THICKNESS	WIDTH (ft.)	LENGTH (ft.)
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C	15" CMP (OUT)	L -15" T	5	8
D	4' CURB CUT	L -15" T	6	12
E	END - 4' PAN	L -15" T	6	12
F	END - SWALE C	L -18" T (BURIED)	15	68
G	POND OUTLET PIPE	L -18" T (BURIED)	6	12
H	EMERG. SPILLWAY SECTION	L -18" T (BURIED)	24	30

UPDATED - DO WE NEED NEW CHART

0 50' 100'
SCALE: 1" = 50'

THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION

FIRESTONE INFORMATION BLOCK

OFFSITE GRADING & ER CONTROL PLAN

Name of Submittal:	SWABBCO
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	2/6/2019
Revisions Date:	04/25/2019
Revisions Date:	#
Revisions Date:	#
Revisions Date:	#

SHEET 8 of 20

REV.	DATE	DESCRIPTION
1	4/4/2019	BY AKM 0668-0279-01 FIRST SUBMITTAL

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PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO
LOT 1 19 & 26 CROSSINGS - FILING 1
FINAL DEVELOPMENT PLAN
OFFSITE GRADING & ER CONTROL PLAN

DESIGNED BY:	ML
DRAWN BY:	SDW
CHECKED BY:	ML
APPROVED BY:	ML
PROJECT NO.:	251.001
DATE:	2/6/2019
SCALE:	AS SHOWN

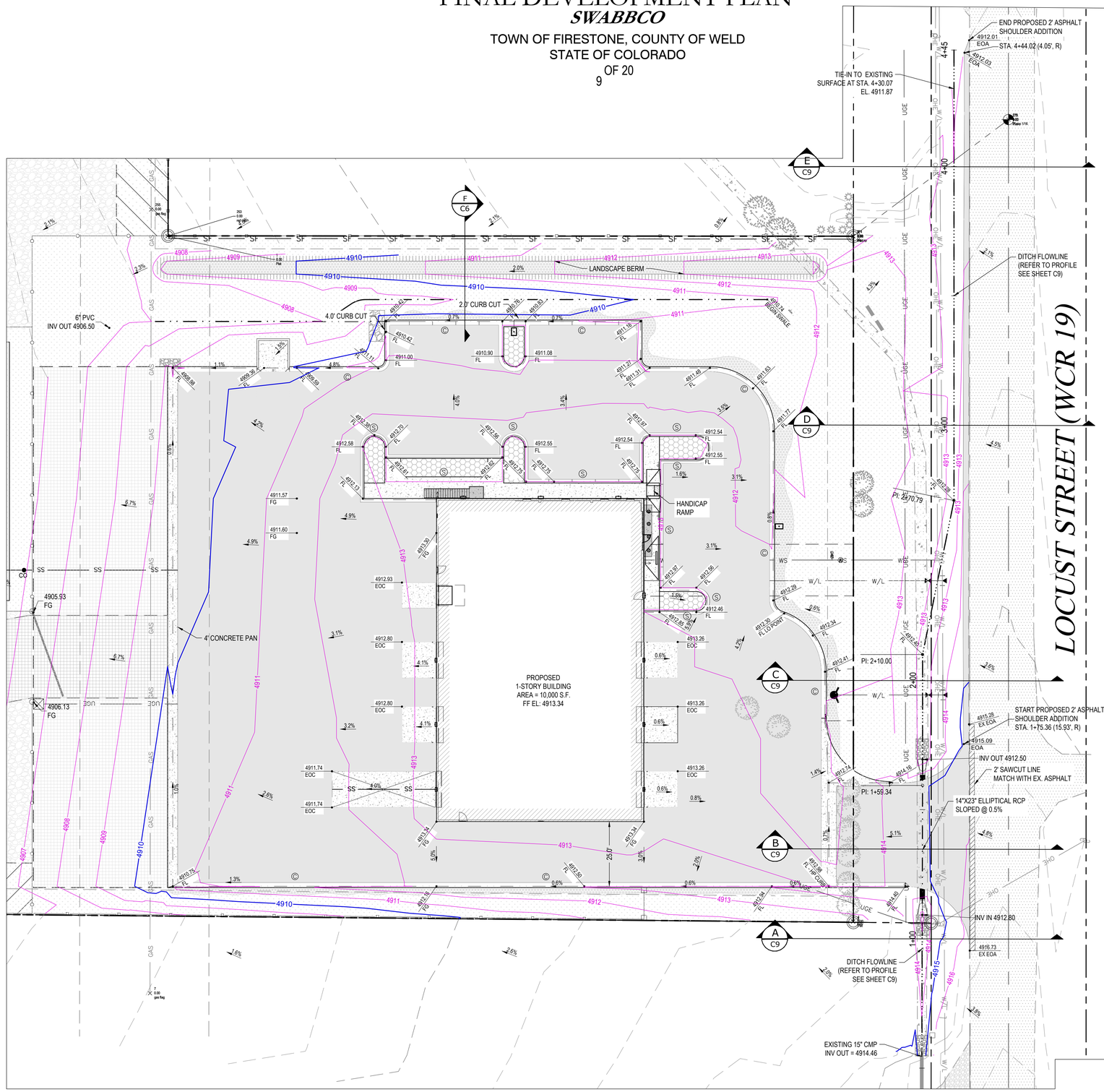
SHEET NO.
C7
SHEET 8 OF 20

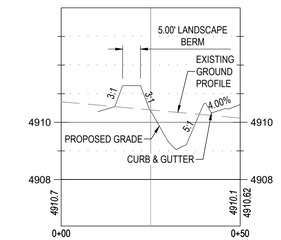
CTB: PC_2017_MONO-COLOR.CTB
PLOT DATE: 7/21/2020 1:38 PM BY: STEPHEN WILLIAMS
DRAWING FILE: S:\PROJECTS\251.001 19&26 CROSSINGS\3. ENGINEERING\DRAWINGS\FDP\251.001 GRADING.DWG

FINAL DEVELOPMENT PLAN

SWABBCO

TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO





F LANDSCAPE BERM
HORIZ. SCALE: 1" = 20'
VERT. SCALE: 1" = 2.5'

LEGEND

(C) CATCH CURB
(S) SPILL CURB

1.5% FINISHED GRADE SLOPE

1.5% FINISHED GRADE SLOPE

PROPOSED SPOT ELEVATIONS

N

0 20' 40'
SCALE: 1" = 20'

THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION

FIRESTONE INFORMATION BLOCK

DETAILED GRADING PLAN

Name of Submittal:	SWABBCO
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	2/6/2019
Revisions Date:	04/25/2019
Revisions Date:	#
Revisions Date:	#
Revisions Date:	#

SHEET 9 of 20

REV.	DATE	DESCRIPTION
1	4/4/2019	BY AKM 0668-0279-01 FIRST SUBMITTAL

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PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO
LOT 1 19 & 26 CROSSINGS - FILING 1
FINAL DEVELOPMENT PLAN
DETAILED GRADING PLAN

DESIGNED BY:	ML
DRAWN BY:	SDW
CHECKED BY:	ML
APPROVED BY:	ML
PROJECT NO.:	251.001
DATE:	3/23/2018
SCALE:	AS SHOWN

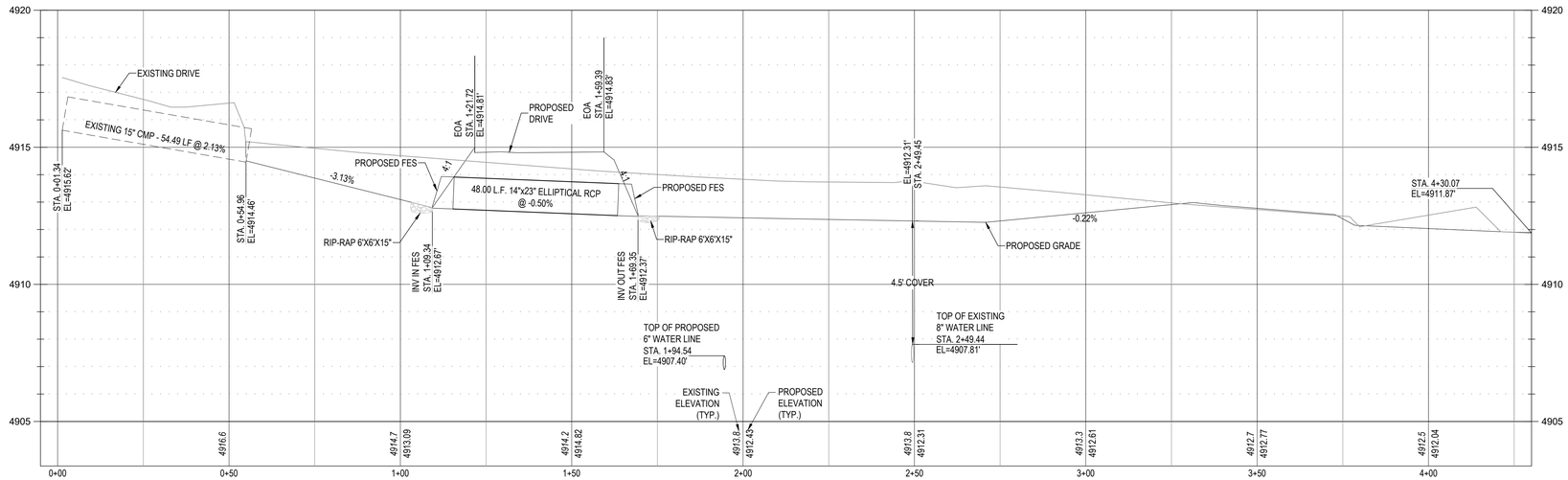
SHEET NO.
C8
SHEET 9 OF 20

CTB: PC_2017_MONO-COLOR.CTB
PLOT DATE: 7/21/2020 1:38 PM BY: STEPHEN WILLIAMS
DRAWING FILE: S:\PROJECTS\251.001 19&26 CROSSINGS\3. ENGINEERING\DRAWINGS\FDP\251.001 GRADING.DWG

FINAL DEVELOPMENT PLAN

SWABBCO

TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO



PROFILE A - WEST ROADSIDE DITCH (LOCUST STREET)
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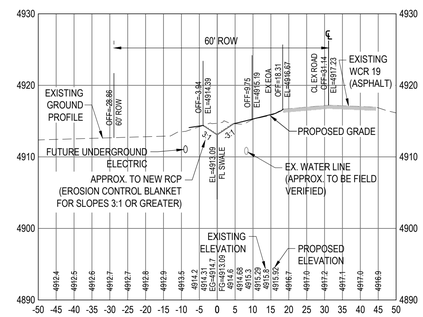
VERT. SCALE: 1" = 2.5'



SECTION A - STA. 1+00
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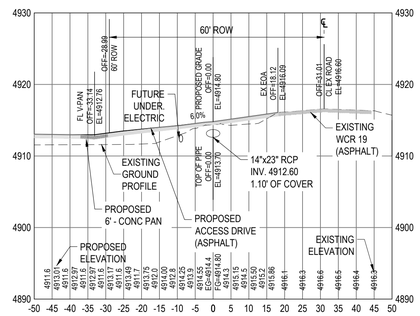
VERT. SCALE: 1" = 10'



SECTION B - STA. 1+34.43 - ACCESS DRIVEWAY
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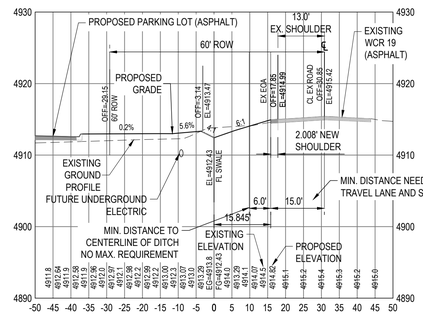

SECTION C - STA. 2+00
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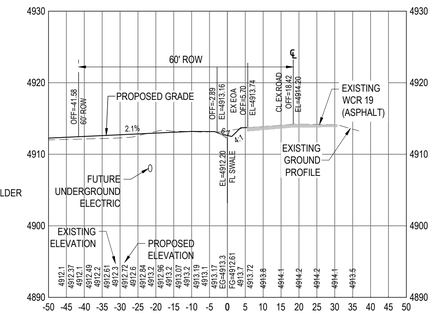

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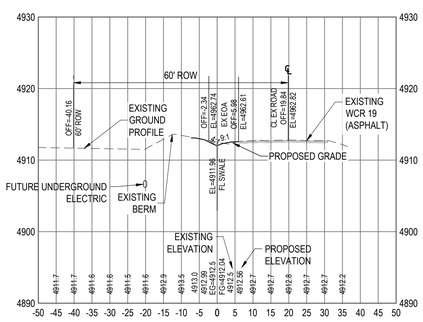
VERT. SCALE: 1" = 10'



SECTION E - STA. 4+00
HORIZ. SCALE: 1" = 20'
VERT. SCALE: 1" = 10'

N

0 20' 40'
1" = 20' (HORIZONTAL)
1" = 2.5' (VERTICAL)

THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION

FIRESTONE INFORMATION BLOCK	
LOCUST ST. SWALE PROFILE & SECTIONS	
Name of Submittal:	SWABBCO
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	2/6/2019
Revisions Date:	04/25/2019
Revisions Date:	#
Revisions Date:	#
Revisions Date:	#
SHEET 10 of 20	

REV.	DATE	DESCRIPTION
1	4/4/2019	BY AKM 0668-0279-01 FIRST SUBMITTAL

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PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO
LOT 1 19 & 26 CROSSINGS - FILING 1
FINAL DEVELOPMENT PLAN
LOCUST ST. SWALE PROFILE & SECTIONS

DESIGNED BY:	ML
DRAWN BY:	SDW
CHECKED BY:	ML
APPROVED BY:	ML
PROJECT NO.:	251.001
DATE:	1/4/2019
SCALE:	AS SHOWN

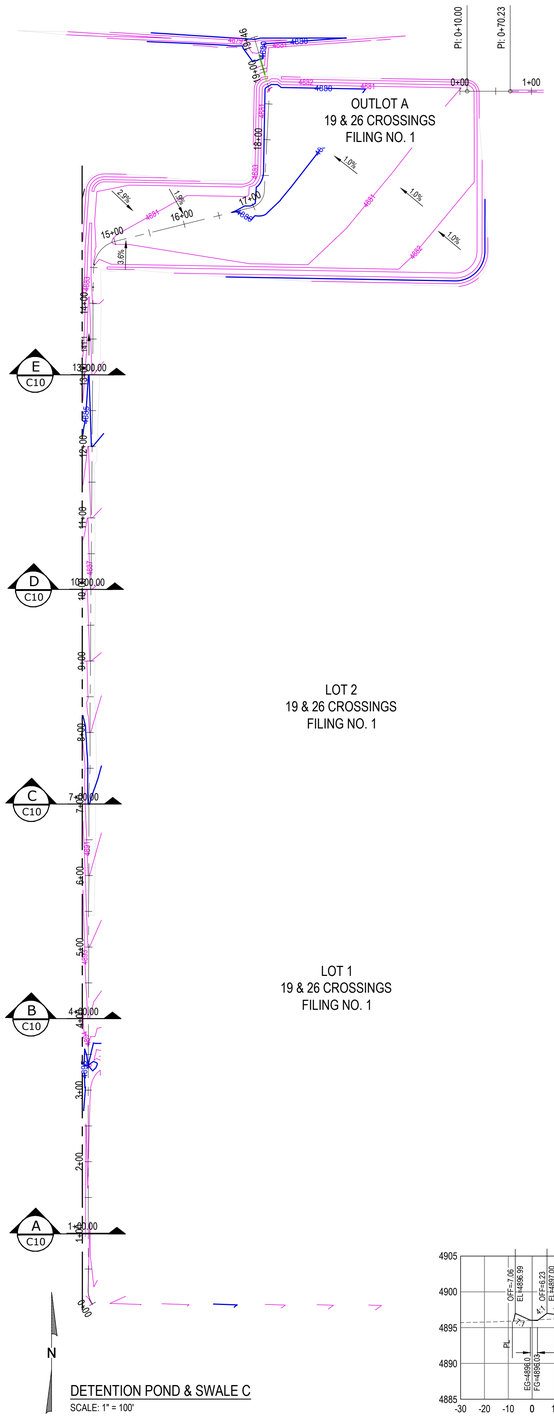
SHEET NO.
C9
SHEET 10 OF 20

CTB: PG_2017_MONO-COLOR.CTB
PLOT DATE: 7/21/2020 1:35 PM BY: STEPHEN WILLIAMS
DRAWING FILE: S:\PROJECTS\251.001 19&26 CROSSINGS\3- ENGINEERING\DRAWINGS\FDP\251.001 PROFILES & SECTIONS.DWG

FINAL DEVELOPMENT PLAN

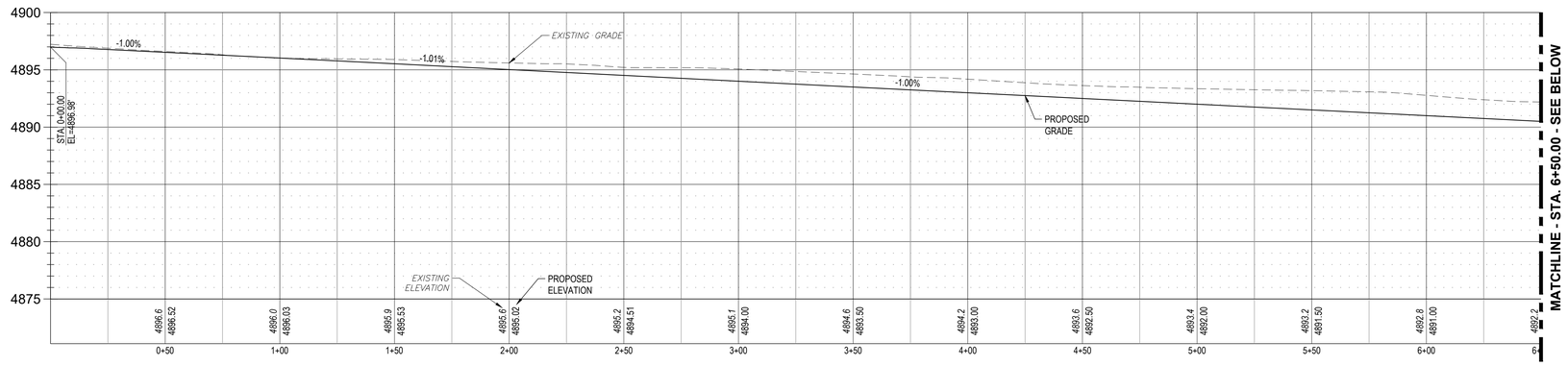
SWABBCO

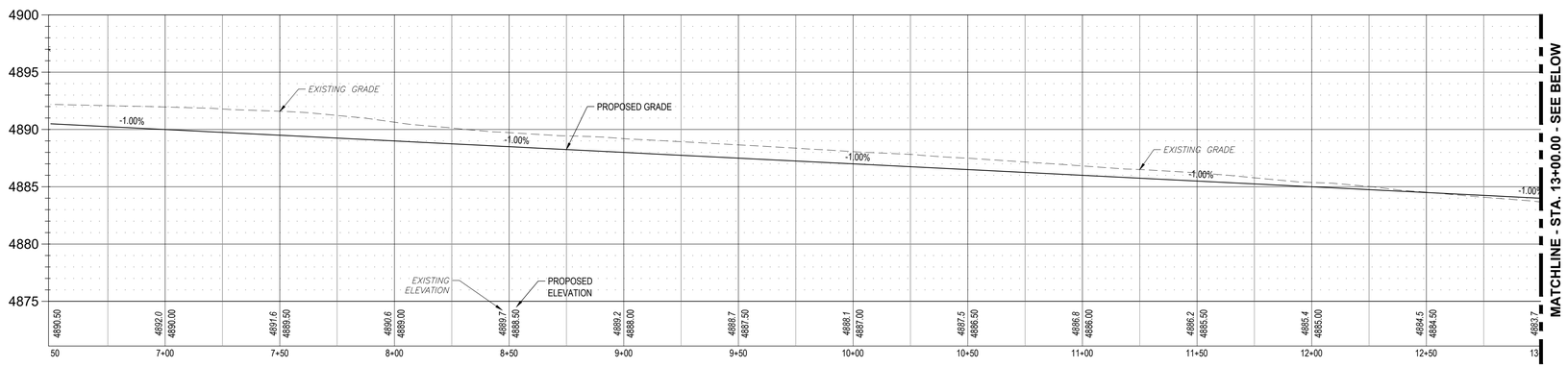
TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO

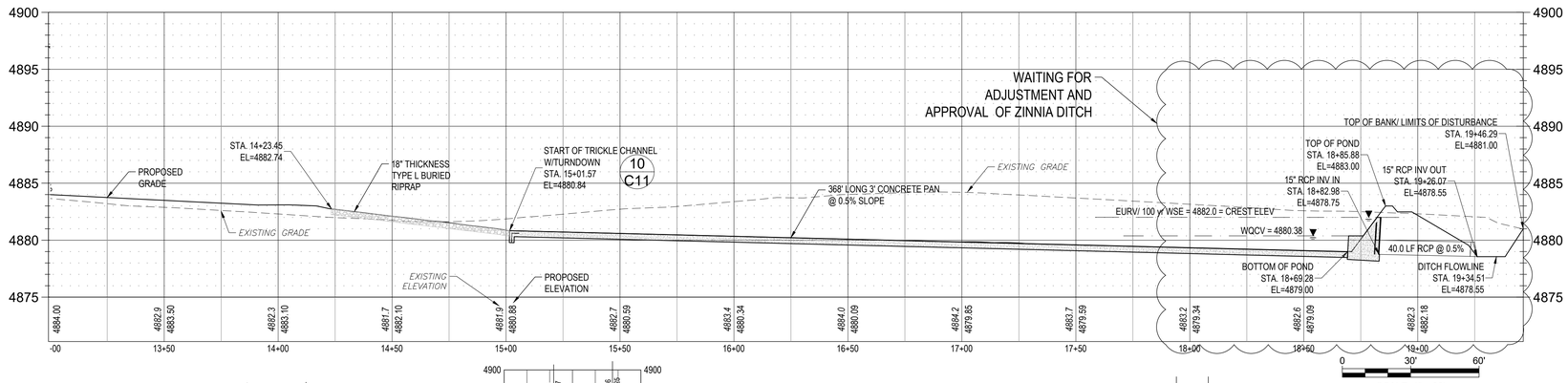


DETENTION POND & SWALE C
SCALE: 1" = 100'

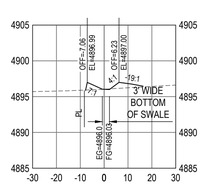
THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION



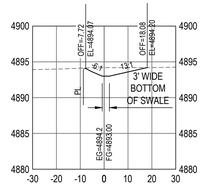




SCALE: 1" = 30'
1" = 30' (HORIZONTAL)
1" = 6' (VERTICAL)



1+00.00
A C10 SECTION - STA. 1+00
C10 HORIZ. SCALE: 1" = 30'
VERT. SCALE: 1" = 10'



4+00.00
B C10 SECTION - STA. 4+00
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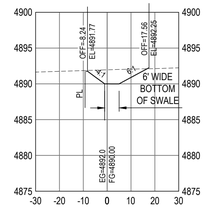
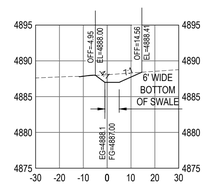
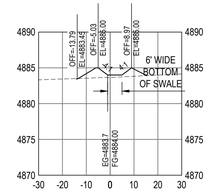
VERT. SCALE: 1" = 10'



7+00.00
C C10 SECTION - STA. 7+00
C10 HORIZ. SCALE: 1" = 30'
VERT. SCALE: 1" = 10'



10+00.00
D C10 SECTION - STA. 10+00
C10 HORIZ. SCALE: 1" = 30'
VERT. SCALE: 1" = 10'



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E C10 SECTION - STA. 13+00
C10 HORIZ. SCALE: 1" = 30'
VERT. SCALE: 1" = 10'

FIRESTONE INFORMATION BLOCK

POND PROFILES & SECTIONS

Name of Submittal:	SWABBCO
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	2/6/2019
Revisions Date:	04/25/2019
Revisions Date:	#
Revisions Date:	#
Revisions Date:	#

SHEET 11 of 20

REV.	DATE	DESCRIPTION
1	4/4/2019	BY AKM 0668-0279-01 FIRST SUBMITTAL

REVISION BLOCK

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PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO
LOT 1 19 & 26 CROSSINGS - FILING 1
FINAL DEVELOPMENT PLAN
POND PROFILES & SECTIONS

DESIGNED BY:	ML
DRAWN BY:	SDW
CHECKED BY:	ML
APPROVED BY:	ML
PROJECT NO.:	251.001
DATE:	2/6/2019
SCALE:	AS SHOWN

SHEET NO.
C10
SHEET 11 OF 20

FINAL DEVELOPMENT PLAN
SWABBCO

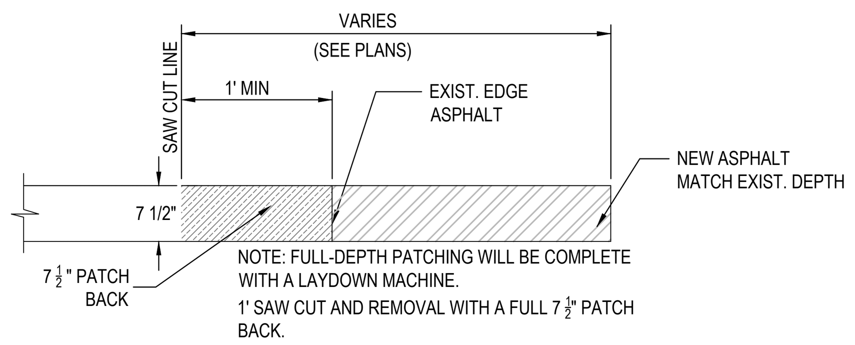
TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO
12 OF 20

GENERAL CONSTRUCTION NOTES:

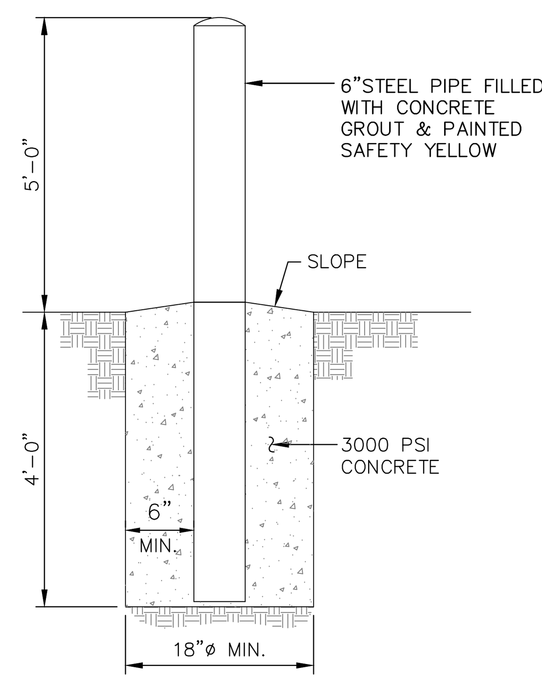
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF FIRESTONE'S MOST RECENT DEVELOPMENT STANDARDS AND SPECIFICATIONS GOVERNING THE CONSTRUCTION OF PUBLIC IMPROVEMENTS. A COPY SHALL REMAIN ON SITE FOR REFERENCE AT ALL TIMES.
2. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) AT 1-800-922-1987, AT LEAST 2 WORKING DAYS PRIOR TO BEGINNING EXCAVATION OR GRADING, TO HAVE ALL REGISTERED UTILITY LOCATIONS MARKED. OTHER UNREGISTERED UTILITY ENTITIES (I.E. DITCH COMPANY, CENTRAL WELD WATER DISTRICT, ST. VRAIN SANITATION DISTRICT) ARE TO BE LOCATED BY CONTACTING THE RESPECTIVE REPRESENTATIVE. UTILITY SERVICE LATERALS ARE ALSO TO BE LOCATED PRIOR TO BEGINNING EXCAVATION OR GRADING.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION AND FOR COORDINATING WITH THE APPROPRIATE UTILITY COMPANY FOR ANY UTILITY CROSSINGS REQUIRED. REPAIR OF DAMAGED UTILITIES SHALL BE AT THE CONTRACTORS EXPENSE, INCLUDING UNKNOWN UNDERGROUND UTILITIES.
4. DURING CONSTRUCTION AND UPON COMPLETION OF CONSTRUCTION, THE SITE SHALL BE CLEANED AND RESTORED TO A CONDITION EQUAL TO , OR BETTER THAN, THAT WHICH EXISTED BEFORE CONSTRUCTION, OR TO THE GRADES AND CONDITION AS REQUIRED BY THESE PLANS.
5. THE CONTRACTOR SHALL CONFORM TO ALL SAFETY PRECAUTIONS DURING CONSTRUCTION AS SET FORTH BY BOTH OSHA PUBLICATION 2226 FOR EXCAVATING AND TRENCHING OPERATIONS, AND INCLUDING ALL STATE AND FEDERAL REGULATIONS SET FORTH IN CFR (CODE OF FEDERAL REGULATIONS) 29, ALL PARTS.
6. THE CONTRACTOR SHALL KEEP A COPY OF THE APPROVED SET OF PLANS, THE PROJECT MANUAL, AND THE FIRESTONE DESIGN CRITERIA AND CONSTRUCTION REGULATIONS MANUAL ON-SITE AT ALL TIMES.
7. EXISTING FENCES, TREES, SIDEWALKS, CURBS AND GUTTERS, LANDSCAPING, STRUCTURES, AND IMPROVEMENTS DESTROYED, DAMAGED OR REMOVED DUE TO CONSTRUCTION OF THIS PROJECT SHALL BE REPLACED OR RESTORED IN LIKE KIND AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE INDICATED ON THESE PLANS.
8. A COLORADO DEPARTMENT OF HEALTH CONSTRUCTION DEWATERING WASTEWATER DISCHARGE PERMIT IS REQUIRED IF DEWATERING IS REQUIRED TO INSTALL UTILITIES AND WATER IS DISCHARGED INTO A STORM SEWER, CHANNEL, IRRIGATION DITCH OR ANY WATERS OF THE UNITED STATES.
9. ALL DISTURBED SOIL, ON- OR OFF-SITE, AND RELATED TO WORK AT THIS PROJECT SITE, IS REQUIRED TO BE PROTECTED FROM WIND AND STORM WATER EROSION.
10. THE CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATING AND VERIFYING ELEVATIONS OF ALL EXISTING SEWER MAINS, WATER MAINS, CURBS, GUTTERS, AND OTHER UTILITIES AT THE POINTS OF CONNECTION SHOWN ON THE PLANS, AND AT ANY UTILITY CROSSINGS PRIOR TO INSTALLING ANY OF THE NEW IMPROVEMENTS. IF A CONFLICT EXISTS AND/OR A DESIGN MODIFICATION IS REQUIRED, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO MODIFY THE DESIGN.
11. THE TYPE, SIZE, LOCATION AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF THE WORK BEFORE COMMENCING NEW CONSTRUCTION.
12. ANY DISRUPTION OF UTILITY SERVICE THAT IS REQUIRED TO ADJUST, EXTEND, RELOCATE OR OTHERWISE MODIFY ANY UTILITY WITHIN THE PROJECT AREA SHALL BE COORDINATED IN ADVANCE WITH THE AFFECTED UTILITY ENTITY AND CUSTOMERS SHALL BE NOTIFIED 48 HOURS PRIOR TO THE START OF DISRUPTION.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL OTHER APPLICABLE PERMITS NOT SPECIFICALLY REQUIRED BY THE TOWN OF FIRESTONE.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT NO MUD OR DEBRIS SHALL BE TRACKED ONTO THE EXISTING PUBLIC STREET SYSTEM. MUD AND DEBRIS MUST BE REMOVED IMMEDIATELY BY AN APPROPRIATE METHOD (I.E. MACHINE BROOM SWEEP, LIGHT DUTY FRONT-END LOADER, HANDWORK, ETC.) AND APPROVED BY THE INSPECTOR. THE FREQUENCY AND EFFORT OF STREET CLEANING OPERATIONS SHALL BE DIRECTLY RELATED TO THE AMOUNT OF CONSTRUCTION TRAFFIC AND WEATHER CONDITIONS. THE CONTRACTOR SHALL IMMEDIATELY ADDRESS ANY STREET CLEANING PROBLEMS IDENTIFIED BY THE TOWN.
15. AFTER ACCEPTANCE BY THE TOWN, PUBLIC IMPROVEMENTS DEPICTED IN THESE PLANS SHALL BE GUARANTEED TO BE FREE FROM MATERIAL AND WORKMANSHIP DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE.
16. CONSTRUCTION WORK SHALL NOT OCCUR BEFORE 7 AM OR AFTER 7 PM ON WEEKDAYS
17. CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITY CONFLICTS WITH PROPOSED UTILITIES AND IMPROVEMENTS WITHIN THE FIRST TWO WEEKS OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ALL EXISTING UTILITY INFORMATION.

GEOTECHNICAL NOTE:

ALL GEOTECHNICAL SUBSURFACE, GROUNDWATER, AND PAVEMENT DESIGN ISSUES ARE TO FOLLOW THE DESIGN CRITERIA AND RECOMMENDATIONS ADDRESSED IN THE "SUBSURFACE EXPLORATION REPORT THREE D WAREHOUSE/OFFICE BUILDING – CROSSINGS AT WCR 26 & 19 WELD COUNTY ROADS (WCR) 19 AND 26TOWN OF FIRESTONE, WELD COUNTY, COLORADO EEC PROJECT NO. 1172011" PREPARED BY EARTH ENGINEERING CONSULTANTS, LLC., AND DATED MARCH 16, 2017.



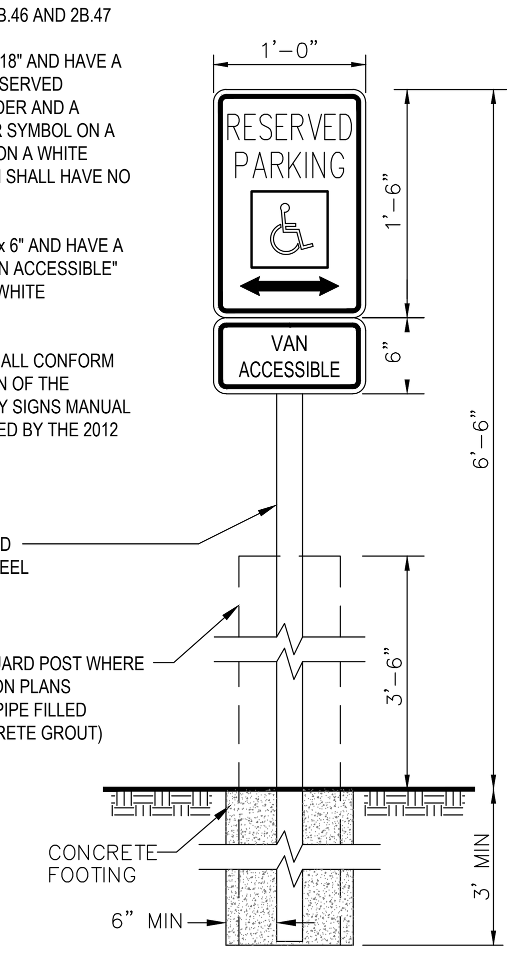
1/C4 SAWCUT DETAIL
N.T.S.



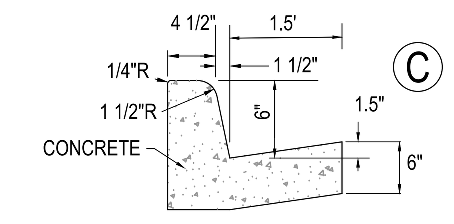
2/C4 BOLLARD
N.T.S.

NOTES:

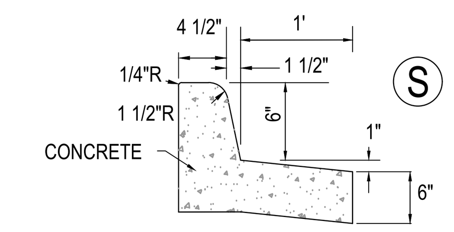
1. SIGNS SHALL CONFORM TO 2009 MUTCD SECTIONS 2B.46 AND 2B.47
2. R7-8 SHALL BE 12" x 18" AND HAVE A GREEN LEGEND "RESERVED PARKING" AND BORDER AND A WHITE WHEELCHAIR SYMBOL ON A BLUE SQUARE, ALL ON A WHITE BACKGROUND. SIGN SHALL HAVE NO ARROW.
3. R7-8P SHALL BE 12" x 6" AND HAVE A GREEN LEGEND "VAN ACCESSIBLE" AND BORDER ON A WHITE BACKGROUND.
4. ALL DIMENSIONS SHALL CONFORM TO THE 2004 EDITION OF THE STANDARD HIGHWAY SIGNS MANUAL UNLESS SUPERCEDED BY THE 2012 SUPPLEMENT



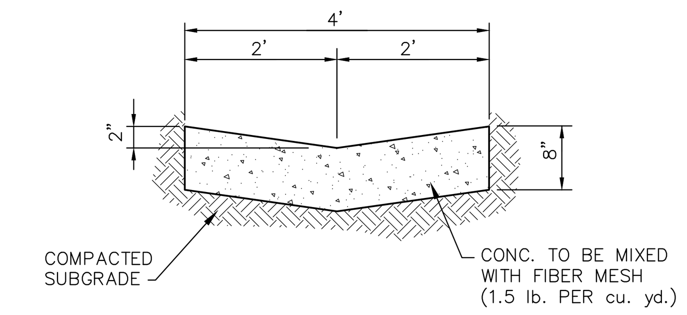
3/C4 ADA SIGN
N. T. S.



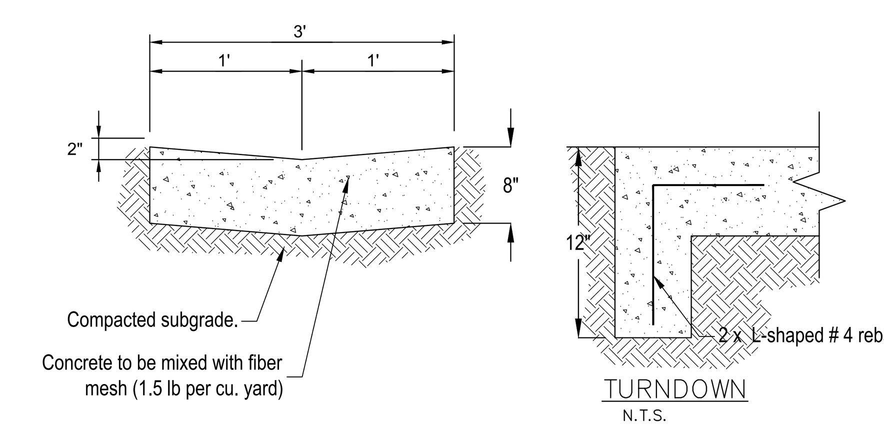
4/C4 6" VERTICAL CURB (CATCH PAN)
N.T.S.



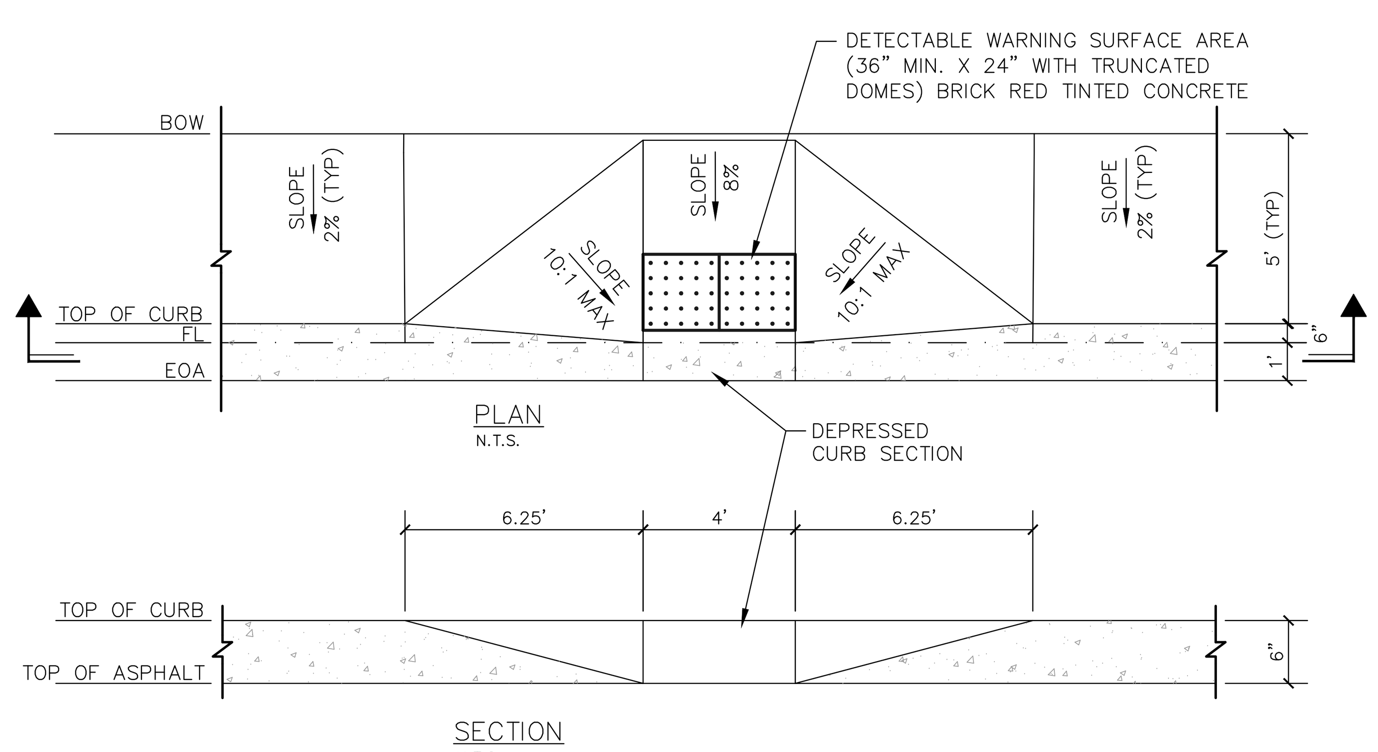
5/C4 6" VERTICAL CURB (SPILL PAN)
N.T.S.



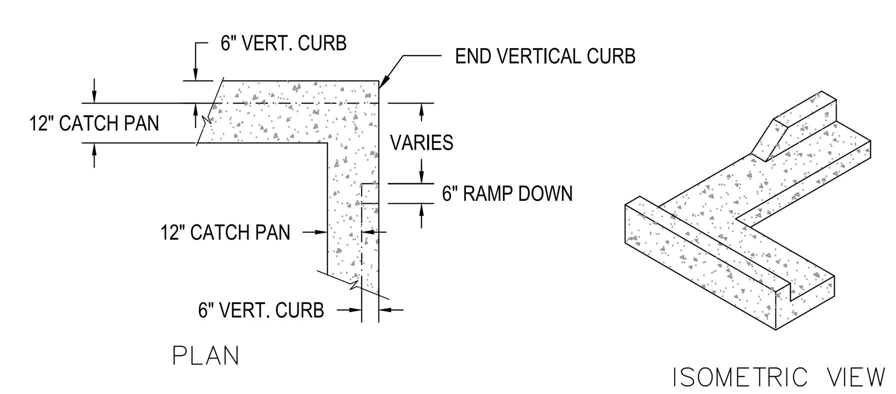
9/C4 4' CONCRETE PAN
N.T.S.



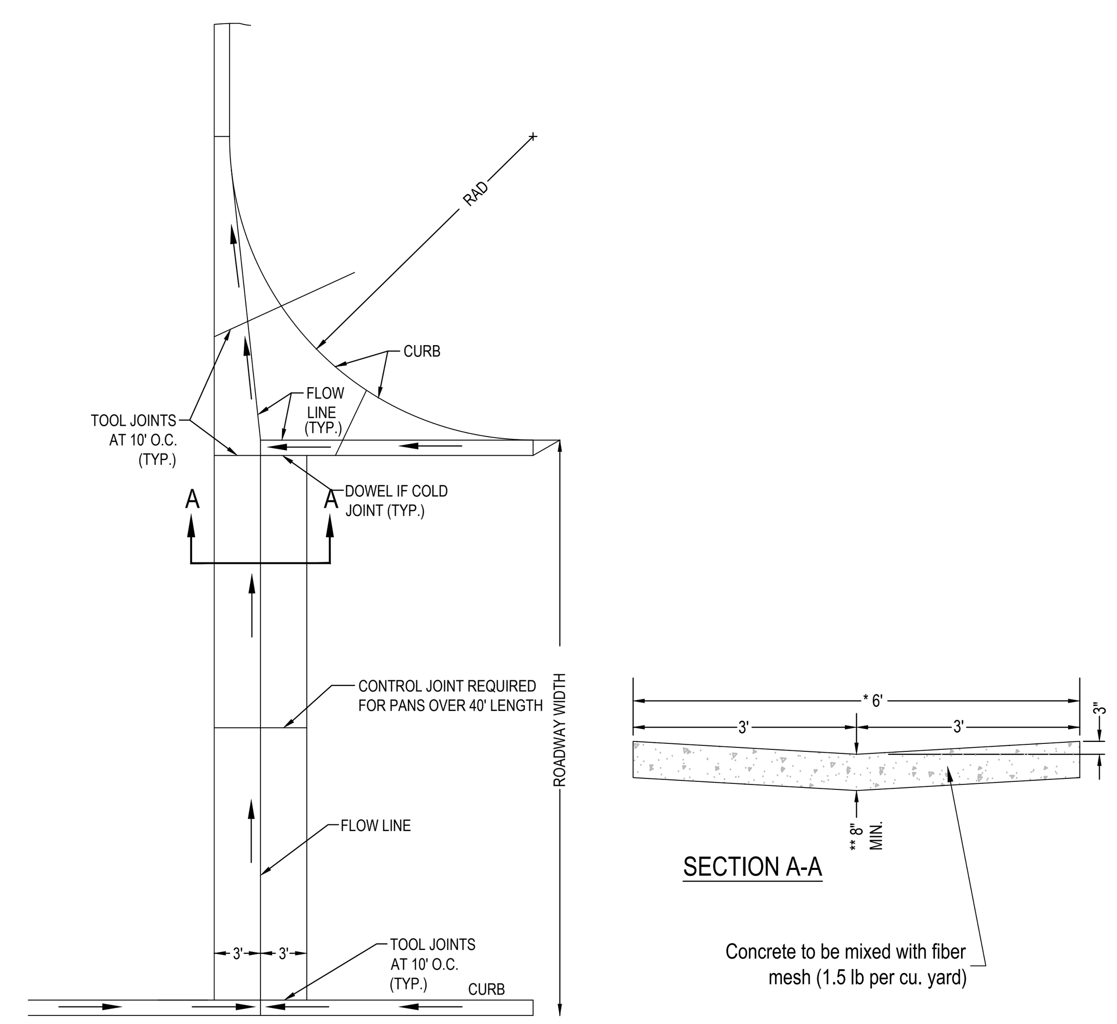
10/C7 3' CONCRETE TRICKLE PAN W/ TURNDOWN
N.T.S.



6/C4 HANDICAP/ CURB RAMP
N.T.S.



7/C4 CURB CUT
N.T.S.



8/C4 6' MODIFIED CROSSPAN DETAIL
N.T.S.

NOTES:

- * MINIMUM 6' WIDE CROSSPAN FOR RESIDENTIAL STREETS.
- * MINIMUM 8' WIDE CROSSPAN FOR COLLECTOR & ARTERIAL STREETS.
- ** MINIMUM 8" THICK CROSSPAN FOR RESIDENTIAL STREETS.
- ** MINIMUM CROSSPAN THICKNESS FOR COLLECTOR & ARTERIAL STREETS TO USE CONCRETE PAVEMENT DESIGN + 1/2".
- ALL INTERSECTIONS TO HAVE ACCESS RAMPS.

THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION

FIRESTONE INFORMATION BLOCK	
CIVIL DETAILS	
Name of Submittal:	SWABBCO
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	2/6/2019
Revisions Date:	04/25/2019
Revisions Date:	#
Revisions Date:	#
Revisions Date:	#
SHEET 12 of 20	

REV.	DATE	DESCRIPTION
1	4/4/2019	BY AKM 0668-0279-01 FIRST SUBMITTAL

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PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO
LOT 1 19 & 26 CROSSINGS - FILING 1
FINAL DEVELOPMENT PLAN
CIVIL DETAILS

DESIGNED BY:	ML
DRAWN BY:	SDW
CHECKED BY:	ML
APPROVED BY:	ML
PROJECT NO.:	251.001
DATE:	2/6/2019
SCALE:	AS SHOWN

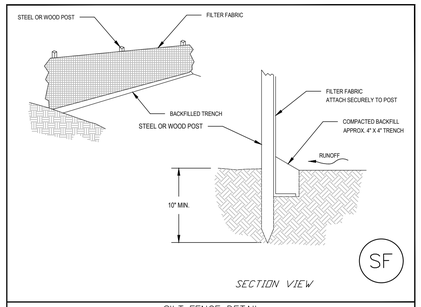
SHEET NO.
C11
SHEET 12 OF 20

CTB: PG_2017_MONO-COLOR.CTB BY: STEPHEN WILLIAMS PLOT DATE: 7/21/2020 3:09 PM
DRAWING FILE: S:\PROJECTS\251.001 19&26 CROSSINGS\3. ENGINEERING\DRAWINGS\FDP\251.001 DETAILS.DWG

FINAL DEVELOPMENT PLAN

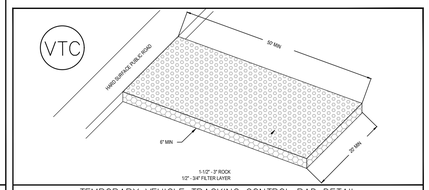
SWABBCO

TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO
13 OF 20



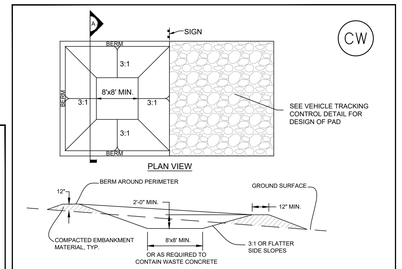
SILT FENCE DETAIL

FIRESTONE — A COMMUNITY IN MOTION | EROSION CONTROL CONSTRUCTION DRAWINGS | SCALE: N.T.S. | DATE: JULY 2008 | 1



TEMPORARY VEHICLE TRACKING CONTROL PAD DETAIL

FIRESTONE — A COMMUNITY IN MOTION | EROSION CONTROL CONSTRUCTION DRAWINGS | SCALE: N.T.S. | DATE: JULY 2008 | 2



CONCRETE WASHOUT AREA INSTALLATION NOTES:

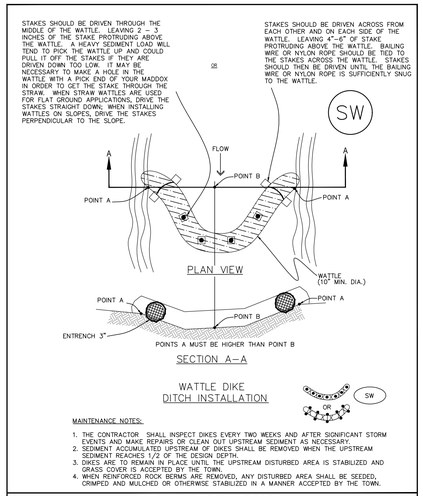
1. SEE PLAN VIEW FOR LOCATIONS OF CONCRETE WASHOUT AREA.
2. THE CONCRETE WASHOUT AREA SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
3. VEHICLE TRACKING CONTROL IS REQUIRED AT THE ACCESS POINT.
4. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE AT THE WASHOUT AREA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT AREA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
5. EXCAVATED MATERIALS SHALL BE UTILIZED IN PERIMETER BERM CONSTRUCTION.

CONCRETE WASHOUT AREA MAINTENANCE NOTES

1. THE CONCRETE WASHOUT AREA SHALL BE REPAIRED AND ENLARGED OR CLEANED OUT AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE.
2. AT THE END OF CONSTRUCTION, ALL CONCRETE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN APPROVED WASTE SITE.
3. WHEN THE CONCRETE WASHOUT AREA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL, DRILL SEED AND CRIMP MULCH OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE TOWN.
4. INSPECT WEEKLY, DURING AND AFTER ANY STORM EVENT.

CONCRETE WASHOUT AREA

FIRESTONE — A COMMUNITY IN MOTION | EROSION CONTROL CONSTRUCTION DRAWINGS | SCALE: N.T.S. | DATE: MAY 2009 | 3

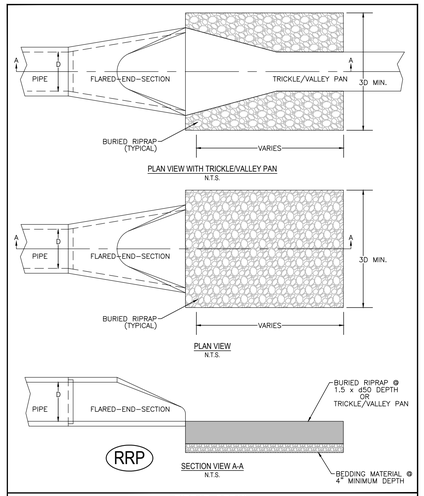


MAINTENANCE NOTES:

1. THE CONTRACTOR SHALL INSPECT DIKES EVERY TWO WEEKS AND AFTER SIGNIFICANT STORM EVENTS AND MAKE REPAIRS OR CLEAN OUT UPSTREAM SEDIMENT AS NECESSARY.
2. SEDIMENT ACCUMULATED UPSTREAM OF DIKES SHALL BE REMOVED WHEN THE UPSTREAM SEDIMENT REACHES 1/2 OF THE DESIGN DEPTH.
3. DIKES ARE TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND GRASS COVER IS ACCEPTED BY THE TOWN.
4. WHEN REINFORCED ROCK BERMS ARE REMOVED, ANY DISTURBED AREA SHALL BE SEEDED, CRIMPED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER ACCEPTED BY THE TOWN.

STRAW WATTLE DIKE DETAIL

FIRESTONE — A COMMUNITY IN MOTION | EROSION CONTROL CONSTRUCTION DRAWINGS | SCALE: N.T.S. | DATE: JUNE 2009 | 4



RIPRAP DETAIL

FIRESTONE — A COMMUNITY IN MOTION | EROSION CONTROL CONSTRUCTION DRAWINGS | SCALE: N.T.S. | DATE: JULY 2008 | 5

THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION

FIRESTONE INFORMATION BLOCK

STORMWATER & ER CONTROL DETAILS

Name of Submittal:	SWABBCO
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	2/6/2019
Revisions Date:	04/25/2019
Revisions Date:	#
Revisions Date:	#
Revisions Date:	#

SHEET 13 of 20

REV.	DATE	DESCRIPTION
1	4/4/2019	BY AKM 0668-0279-01 FIRST SUBMITTAL

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PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO
LOT 1 19 & 26 CROSSINGS - FILING 1
FINAL DEVELOPMENT PLAN
STORMWATER & ER CONTROL DETAILS

DESIGNED BY:	ML
DRAWN BY:	SDW
CHECKED BY:	ML
APPROVED BY:	ML
PROJECT NO.:	251.001
DATE:	2/6/2019
SCALE:	AS SHOWN

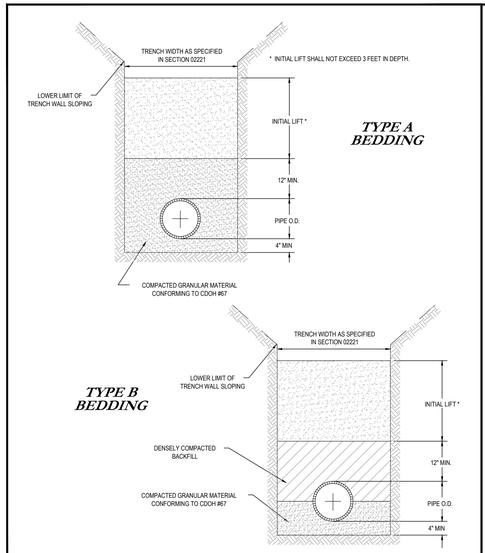
SHEET NO.
C12
SHEET 13 OF 20

CTB: PC_2017_MONO-COLOR.CTB
PLOT DATE: 7/21/2020 3:09 PM BY: STEPHEN WILLIAMS
DRAWING FILE: S:\PROJECTS\251.001 19&26 CROSSINGS\3. ENGINEERING\DRAWINGS\FDP\251.001 DETAILS.DWG

FINAL DEVELOPMENT PLAN

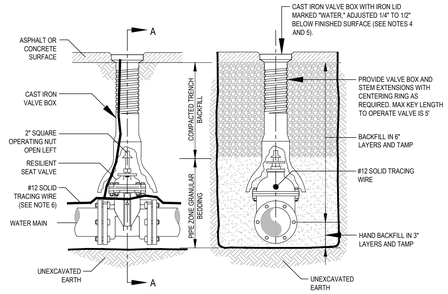
SWABBCO

TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO
14 OF 20



PIPE BEDDING DETAIL

FIRESTONE A COMMUNITY IN MOTION	WATER CONSTRUCTION DRAWINGS	BY: CCG SCALE: NTS DATE: JAN 2014	DRAWING W—1



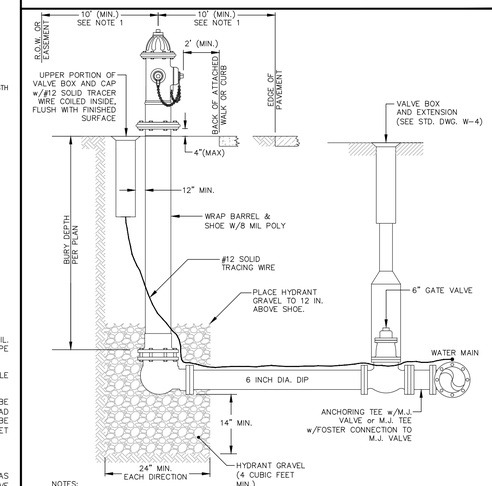
SECTION A—A

NOTES:

1. GATE VALVES: REFERENCE TOWN OF FIRESTONE STANDARDS.
2. ALL VALVES SHALL BE ENCASED IN A MINIMUM 8 MIL. POLYETHYLENE WRAP. A 2" WIDE, TEN MIL. THICK POLYETHYLENE, PRESSURE-SENSITIVE TAPE SHALL BE USED TO CLOSE SEAMS, SECURE TO PIPE OR HOLD OVERLAPS. ALL-THREAD RODS AND NUTS SHALL BE 316 STAINLESS STEEL.
3. ALL VALVES BOXES SHALL BE OF CAST IRON CONSTRUCTION, TWO PIECE THREADED ADJUSTABLE DESIGN PER TOWN OF FIRESTONE STANDARDS.
4. WITHIN OPEN AREAS OR AREAS TO BE DEVELOPED IN THE FUTURE, VALVE BOX LID SHALL BE ADJUSTED TO SIX INCHES (6") BELOW EXISTING GRADE. POUR 18"ø BY 8" THICK CONCRETE PAD AROUND VALVE BOX. MARK VALVE LOCATION WITH FLEXIBLE MARKER POST. MARKER POST TO BE CARSONITE CUM-375 WITH REFLECTIVE LABEL STATING "TOWN OF FIRESTONE WATER LINE OFFSET ____ FT."
5. FOR FIRE SERVICE LINES ONLY, IRON LIDS SHALL BE LOCKING TYPE.
6. TRACER WIRE TO BE TYPICALLY DAYLIGHTED AT FIRE HYDRANT. PROVIDE AT MAINLINE VALVE AS SHOWN ABOVE, ONLY IF HYDRANT IS NOT AVAILABLE. COIL ADDITIONAL 3' OF TRACER WIRE IN VALVE BOX.
7. GATE VALVE SHOWN, SIMILAR FOR BUTTERFLY VALVE.

VALVE BOX ASSEMBLY DETAIL OR GATE VALVE DETAIL

FIRESTONE A COMMUNITY IN MOTION	WATER CONSTRUCTION DRAWINGS	BY: CCG SCALE: NTS DATE: JAN 2014	DRAWING W—2



NOTES:

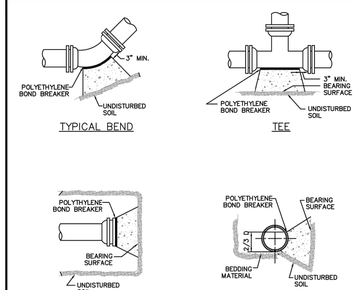
1. FIRE HYDRANTS SHALL BE LOCATED 2'-0" MIN. FROM BACK OF CURB OR 2' MIN. FROM BACK EDGE OF SIDEWALK OR 10'-0" MIN. FROM EDGE OF PAVEMENT IF NO CURB IS PRESENT.
2. LATERAL PIPE BETWEEN GATE VALVE AND HYDRANT SHALL BE 6" DIP.
3. ALL FITTINGS AND VALVES SHALL BE ENCASED WITH A MINIMUM 8 MIL POLYETHYLENE WRAP.
4. ALL JOINTS SHALL BE RESTRAINED BY USE OF MECHANICAL JOINT RESTRAINTS PER SECTION 4.4.3.A AND B.

FIRE HYDRANT DETAIL

FIRESTONE A COMMUNITY IN MOTION	WATER CONSTRUCTION DRAWINGS	BY: CCG SCALE: NTS DATE: JAN 2014	DRAWING W—3

BEARING AREAS (SQUARE FEET) FOR CONCRETE THRUST BLOCKS

PIPE SIZE (Inches)	BENDS (Degrees) 90	45	22.5	11.25	TEES	DEAD ENDS	CROSS W/1 PLUG	CROSS W/2 PLUGS
3	1.5	0.8	0.4	0.2	1.1	1.1	1.1	1.1
4	2.7	1.4	0.7	0.4	1.9	1.9	1.9	1.9
6	6.0	3.2	1.7	0.8	4.2	4.2	4.2	4.2
8	10.7	5.8	2.9	1.5	7.5	7.5	7.5	7.5



NOTES:

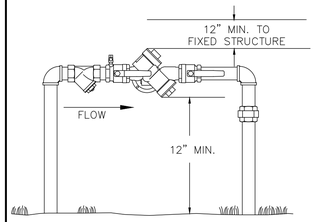
1. REFER TO CONCRETE THRUST BLOCK TABLE FOR MINIMUM BEARING SURFACE AREAS.
2. ALL FITTINGS TO BE WRAPPED WITH POLYETHYLENE.
3. PIPE INSTALLED UNDER CONDITIONS DIFFERENT FROM THOSE NORMALLY ENCOUNTERED SHALL REQUIRE THRUST BLOCKS DESIGNED FOR THOSE PARTICULAR CONDITIONS.
4. THRUST BLOCKS ON PIPE LARGER THAN 12" SHALL BE DESIGNED FOR CONDITIONS EXISTING AT THE INSTALLATION SITE.
5. REFER TO SECTION 03300 FOR CONCRETE REQUIREMENTS.

CONCRETE THRUST BLOCK DETAIL

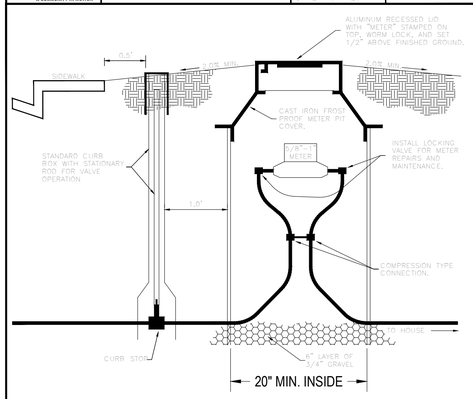
FIRESTONE A COMMUNITY IN MOTION	WATER CONSTRUCTION DRAWINGS	BY: CCG SCALE: NTS DATE: JAN 2014	DRAWING W—16

NOTES:

1. BACKFLOW PREVENTER SHALL BE A 1" REDUCED PRESSURE ASSEMBLY.
2. BACKFLOW PREVENTION DEVICE SHALL BE LOCATED AFTER THE 1" METER VAULT.
3. FEBCO 765 BACKFLOW PREVENTION DEVICE SHALL HAVE A SBBC STRONG BOX COVER INSTALLED FOR PROTECTION.



7 C6 RED. PRESSURE BACKFLOW PREVENTER



NOTES:

1. METER PIT AND CURB STOP ARE NOT TO BE INSTALLED IN ANY STREET, ALLEY, DRIVEWAY, SIDEWALK, OR PARKING AREA.
2. NO SHRUBS, BOULDERS, RETAINING WALLS OR OTHER LANDSCAPING FEATURES SHALL BE INSTALLED WITHIN 5' OF THE METER PIT. NO TREES SHALL BE INSTALLED WITHIN 10' OF THE METER PIT. IF LANDSCAPING CHANGES THE GRADE AROUND THE METER PIT THE OWNER SHALL BE REQUIRED TO ADJUST THE METER PIT COVER TO BE 1/2" ABOVE THE FINISHED GRADE AND ENSURE POSITIVE DRAINAGE AWAY FROM THE METER PIT IN ALL DIRECTIONS.
3. THE TOWN SHALL PROVIDE THE METER, SETTER AND PIT . NOTIFY THE TOWN CLERK ONE WEEK IN ADVANCE OF INSTALLATION SO THAT THE UNITS CAN BE ORDERED IF THERE ARE NONE IN STOCK. THE TOWN SHALL INSTALL THE METER.
4. RESIDENTIAL METER PITS SHOULD BE INSTALLED DURING CONSTRUCTION OF THE HOME TO ENSURE PROPER LOCATION AND PREVENT DAMAGE DURING THE TIME THE INFRASTRUCTURE IS BEING COMPLETED AND THE HOME IS BUILT.
5. METER PITS FOR COMMERCIAL BUILDINGS OR OTHER APPLICATIONS REQUIRING LARGER METERS WILL BE OF A SIMILAR DESIGN. DETAILS FOR LARGER METERS SHALL BE DISCUSSED ON A CASE BY CASE BASIS WITH THE TOWN BEFORE INSTALLATION.

5/8" – 1" WATER METER DETAIL

FIRESTONE A COMMUNITY IN MOTION	WATER CONSTRUCTION DRAWINGS	BY: CCG SCALE: NTS DATE: JAN 2014	DRAWING W—8

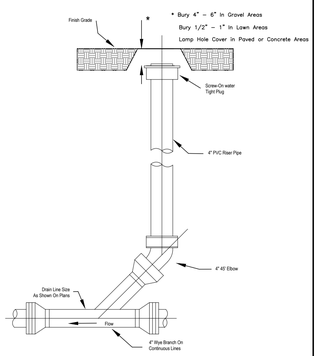
GENERAL METER NOTES

1. LOCATION OF THE METER TO BE ESTABLISHED BY THE DEVELOPMENT ENGINEER.
2. ALL SETTINGS MUST BE INSPECTED BY THE RESIDENT PROJECT REPRESENTATIVE.
3. IF THE STREET OR GROUND IS NOT TO OFFICIAL GRADE AT THE TIME OF INSTALLATION OF THE METER, THE OWNER MUST RAISE OR LOWER THE METER VAULT WHEN THE FINAL GRADE IS ESTABLISHED.
4. LEADED JOINTS AND GALVANIZED PIPING SHALL NOT BE ALLOWED INSIDE THE METER VAULTS.
5. A BYPASS IS TO BE INSTALLED ON 1-1/2" AND LARGER METERS UNLESS OTHERWISE SPECIFIED.
6. THE SERVICE LINE THROUGH AND ON BOTH SIDES OF THE METER PIT MUST BE OF THE SAME MATERIAL.
7. NO CONNECTIONS SHALL BE MADE IN THE METER PIT. SPRINKLER CONNECTIONS MUST BE MADE MORE THAN FIVE (5) FEET FROM THE METER PIT ON THE DOWNSTREAM SIDE.
8. GATE VALVES:
   A. ALL GATE VALVES UNDER 3" FOR USE W/COPPER PIPE SHALL BE ALL BRONZE, W/ NON-RISING STEMS AND SOLID WEDGE DISC, MANUFACTURED IN ACCORDANCE WITH A.S.T.M. SPEC. B62 AND FEDERAL SPEC. W.W.-V-54 CLASS A, 125PSI W.S.P., 200PSI W.O.G. OR CURB STOPS IN ACCORDANCE WITH AWWA C800 AND MS-23 OF THE MATERIAL SPECIFICATIONS.
   B. ALL GATE VALVES 3" AND LARGER SHALL CONFORM WITH THE TOWN OF FIRESTONE'S STANDARD SPECIFICATIONS.
9. ALL DRESSER (OR APPROVED EQUAL) COUPLINGS SHALL HAVE THE PIPE STOP REMOVED.

WATERMETER NOTES

FIRESTONE A COMMUNITY IN MOTION	WATER CONSTRUCTION DRAWINGS	BY: CCG SCALE: NTS DATE: JAN 2014	DRAWING W—10

ST. VRAIN SANITATION DISTRICT SEWER SERVICE CLEANOUT

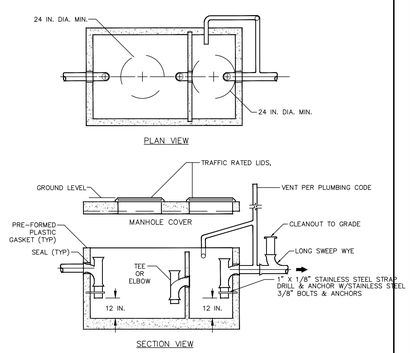


NOTES:

1. Cleanout shall be constructed so that surface load will not be transfered to main.
2. Service line cleanout may be installed approximately 5 feet outside the building foundation.
3. A cleanout is required on all service lines every 100 feet, at every Y or after a combined total of 135 degrees of bend.

Detail Number: 8
REVISED: 3/2015

ST. VRAIN SANITATION DISTRICT TYPICAL GREASE INTERCEPTOR



NOTES:

1. SECONDARY OUTLET COMPARTMENT HAS VOLUME EQUAL TO 1/3 OF TOTAL CAPACITY.
2. CHECK WITH SUPPLIER FOR EXACT DIMENSIONS.
3. INTERCEPTORS TO BE SIZED BY DESIGN ENGINEER, SUBJECT TO DISTRICT APPROVAL.
4. GREASE INTERCEPTORS SHALL BE LOCATED ON PRIVATE PROPERTY AND SHALL BE EASILY ACCESSIBLE AT ALL TIMES, FOR MAINTENANCE AND INSPECTION.
5. INLET AND OUTLET SHALL HAVE SANITARY TEES; CENTER BAFFLE MAY HAVE TEE OR ELBOW.
6. INTERIOR PIPING TO BE SCHEDULE 40 PVC WITH STAINLESS STRAP, ANCHORING STRAP TO PIPE TO WALL.

Detail Number: 22
REVISED: 3/2015

THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION

FIRESTONE INFORMATION BLOCK

UTILITY DETAILS

Name of Submittal:	SWABBCO
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	2/6/2019
Revisions Date:	04/25/2019
Revisions Date:	#
Revisions Date:	#
Revisions Date:	#

SHEET 14 of 20

REV.	DATE	DESCRIPTION
1	4/4/2019	BY AKM 0668-0279-01 FIRST SUBMITTAL

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PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO
LOT 1 19 & 26 CROSSINGS - FILING 1
FINAL DEVELOPMENT PLAN
UTILITY DETAILS

DESIGNED BY:	ML
DRAWN BY:	SDW
CHECKED BY:	ML
APPROVED BY:	ML
PROJECT NO.:	251.001
DATE:	2/6/2019
SCALE:	AS SHOWN

SHEET NO. C13

SHEET 14 OF 20

CTB: PC_2017_MONO-COLOR.CTB
PLOT DATE: 7/21/2020 3:09 PM BY: STEPHEN WILLIAMS
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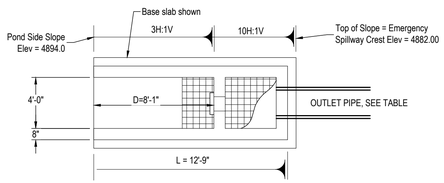
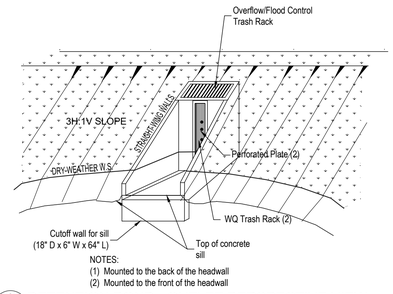
FINAL DEVELOPMENT PLAN

SWABBCO

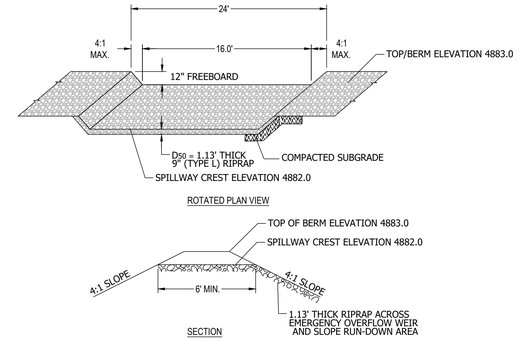
TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO
OF 20



1 C11 DETENTION POND - OUTLET PLAN VIEW
N.T.S.



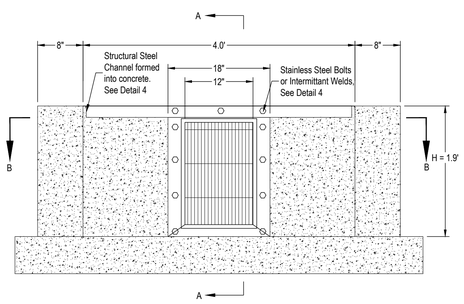
2 C11 DETENTION POND - OUTLET PERSPECTIVE VIEW
N.T.S.



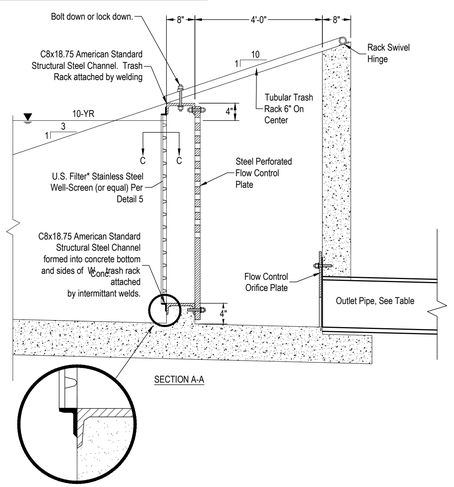
3 C11 EMERGENCY OVERFLOW WEIR
N.T.S.

POND DESIGN VOLUMES & WATER SURFACE ELEVATIONS

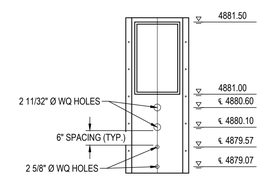
	POND VOLUMES (Cubic Feet)		DESIGN OUTFLOW (cfs)	POND STAGE	WATER SURFACE
	REQUIRED	PROVIDED		DESCRIPTION	ELEVATION (Feet)
				Pond Bottom =	4879.00
10-yr = WQ =	43,299	42,994	**0.4**	10 yr = WQCV W.S. =	4880.44
100-yr = WQ =	85,247	107,158	**4.2**	100 yr = WQCV W.S. =	4881.60
Top Spillway =	12" Freeboard	224,605	Peak Overflow = 47.3	Freeboard @GE =	4882.60
** NOTE: This table indicates Pond's Design Data, for Project's "Build-Out" conditions (i.e., Full Gravel placed on Lots 1 & 2).				Top of Pond =	4883.00
				Invert at Outlet Structure (Inflow) =	4879.00
				Upstream Invert at Outlet Pipe =	4878.75



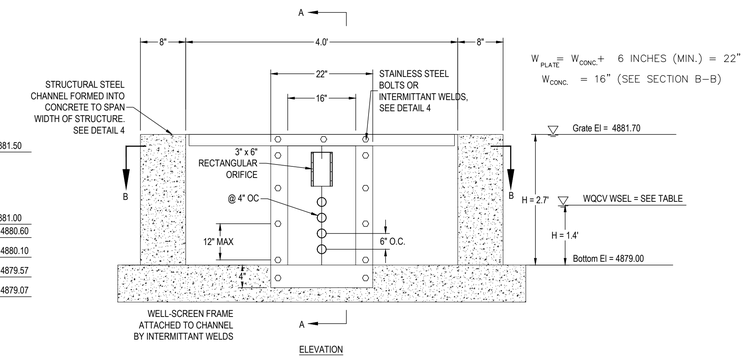
ELEVATION



SECTION A-A



ORIFACE PLATE WITH WQCV HOLES



$W_{PLATE} = W_{CONC.} + 6$ INCHES (MIN.) = 22"
$W_{CONC.} = 16$" (SEE SECTION B–B)

ELEVATION

6 C11 DETENTION POND - OUTLET STRUCTURE ORIFICE PERFORATIONS
N.T.S.

WQCV TRASH RACK:

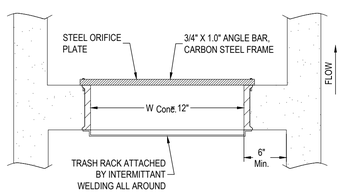
1. WELL-SCREEN FRAME ATTACHED TO CHANNEL BY INTERMITTANT WELDS
2. WELL-SCREEN TRASH RACKS SHALL BE STAINLESS STEEL AND SHALL BE ATTACHED BY INTERMITTANT WELDS ALONG THE EDGE OF THE MOUNTING FRAME. WELL-SCREEN TRASH RACK SPECIFICATIONS ARE:

   US FILTER TM STAINLESS STEEL WELL-SCREEN TRASH RACK DIMENSIONS & DESIGN SPECIFICATIONS:
   - TRASH RACK DIMENSIONS WITH THE MOUNTING FRAME = 15" WIDE X 19" HIGH
   - SCREEN #93 VEE WIRE SLOT OPENING = 0.139
   - SUPPORT ROD TYPE = #156 VEE
   - SUPPORT ROD, ON-CENTER SPACING = $\frac{3}{8}$"
   - TOTAL SCREEN THICKNESS = 0.31"
   - CARBON STEEL FRAME TYPE = $\frac{3}{8}$" X 1" FLAT BAR

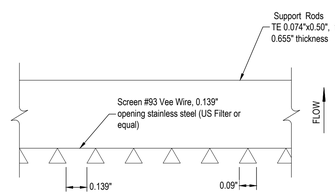
POND SUMMARY TABLE – (Build-Out Conditions)

	Volume (ac-ft)	Volume Stage	Elevation (ft)	Stage (ft)
		Pond Bottom =	4879.00	
		Invert Out (15" RCP) =	4878.75	
WQCV =	0.161	WQCV WSE =	4880.00	1.00
10-yr + WQ Vol. =	0.401	10-yr + WQ WSE =	4880.44	1.44
	0.987		4881.00	2.00
100-yr = WQ Vol. =	1.957	100-yr + WQ WSE =	4881.60	2.60
Emergency Overflow =	2.784	Emergency Overflow WSE =	4882.00	3.00
Top Pond =	5.156	12" Freeboard WSE =	4883.00	4.00

5 C11 DETENTION POND - OUTLET STRUCTURE
N.T.S.



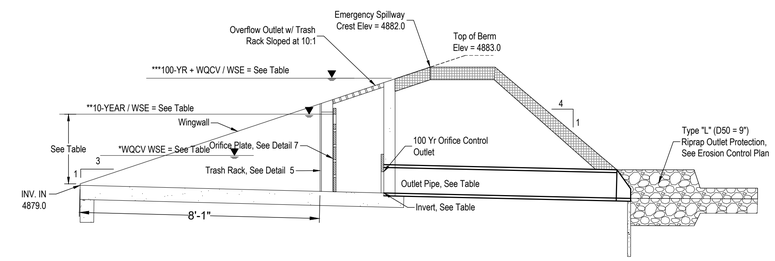
SECTION B-B - PLAN VIEW



R Value = (net open area)/(gross rack area) = 0.60

SECTION C-C

7 C11 DETENTION POND - WQCV OUTLETS W/ CIRCULAR OPENINGS
N.T.S.



8 C11 DETENTION POND - DROP BOX OUTLET
N.T.S.

THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION

FIRESTONE INFORMATION BLOCK

DRAINAGE POND DETAILS

Name of Submittal:	SWABBCO
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	2/6/2019
Revisions Date:	04/25/2019
Revisions Date:	#
Revisions Date:	#
Revisions Date:	#

SHEET 15 of 20

REV.	DATE	DESCRIPTION
1	4/4/2019	BY AKM 0668-0279-01 FIRST SUBMITTAL

REVISION BLOCK

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PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO
LOT 1 19 & 26 CROSSINGS - FILING 1
FINAL DEVELOPMENT PLAN
DRAINAGE POND DETAILS

DESIGNED BY:	ML
DRAWN BY:	SDW
CHECKED BY:	ML
APPROVED BY:	ML
PROJECT NO.:	251.001
DATE:	2/6/2019
SCALE:	AS SHOWN

SHEET NO.
C14
SHEET 15 OF 20

CTB: PC_2017_MONO-COLOR.CTB
PLOT DATE: 7/21/2020 1:38 PM BY: STEPHEN WILLIAMS
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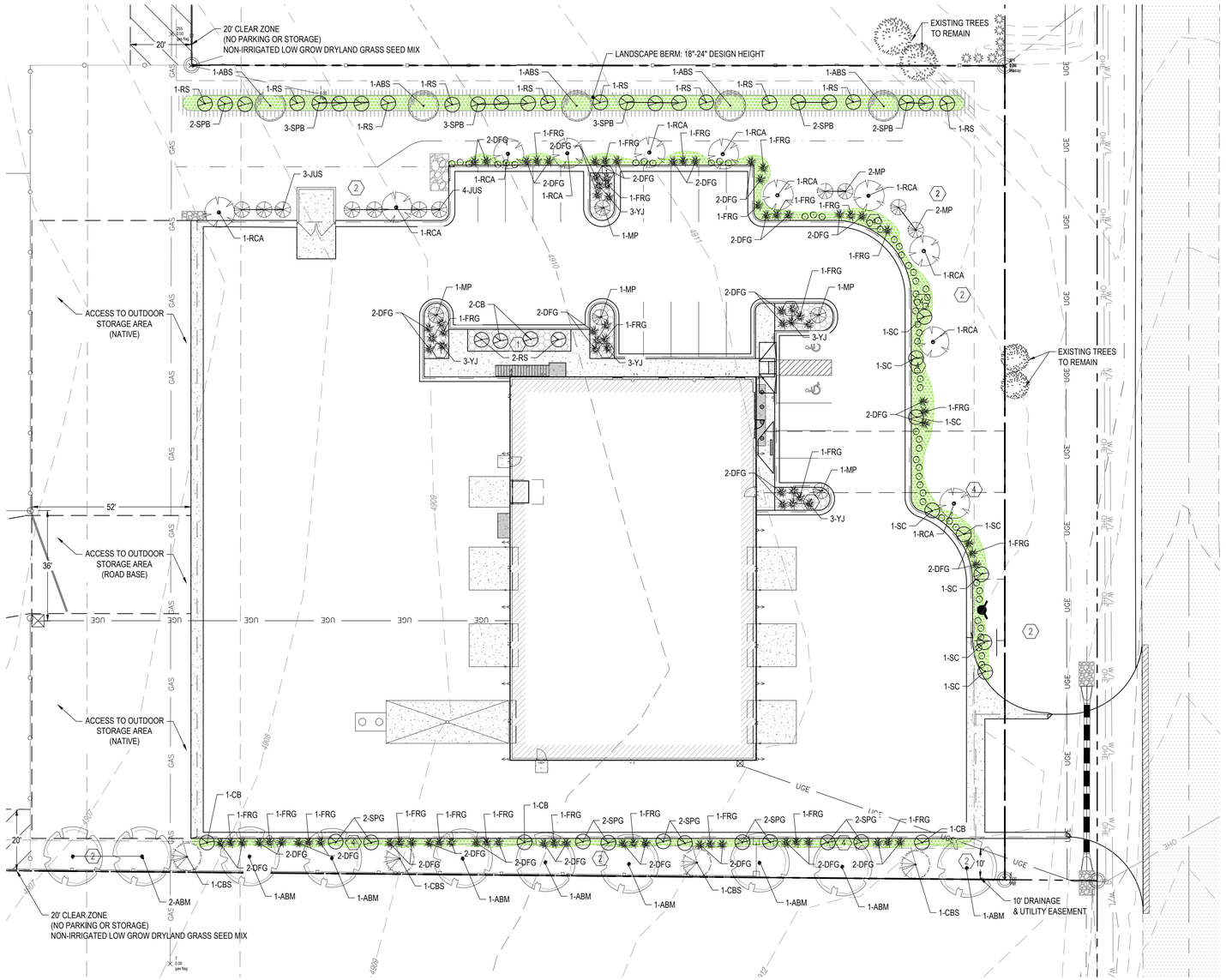
FINAL DEVELOPMENT PLAN

SWABBCO

TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO
16 OF 20



DESIGN INTENT

THIS LANDSCAPE PLAN FOLLOWS THE EXISTING CONCEPTS OF THE SURROUNDING PROPERTIES. PROPOSED PLANT MATERIALS SUPPORT LOW WATER USE AND EASE OF MAINTENANCE. PROPOSED SHRUBS AND GRASSES WILL PROVIDE YEAR ROUND INTEREST AND THE PLANTS SELECTED ARE APPROPRIATE FOR THE WATER AVAILABILITY AND CLIMATE OF NORTHERN COLORADO.

PLANTING SCHEDULE:

SYMBOL/ABBREV.	COMMON NAME	SIZE	QUANTITY
	DECIDUOUS SHADE TREES ABM AUTUMN BLAZE MAPLE ACER X FREMANII "AUTUMN BLAZE"	2 1/2" CALIPER/B & B	4
	DECIDUOUS ORNAMENTAL TREES RCA RADIANT CRABAPPLE "FRUITLESS" NOTE: "SPRING SNOW" MAY BE SUBSTITUTED TO MEET THE FRUITLESS REQUIREMENT. ABS AUTUMN BRILLANCE SERVICEBERRY	2" CALIPER/B & B 2" CALIPER/B & B	8 6
	EVERGREEN TREES CBS COLORADO BLUE SPRUCE ("FAT ALBERT")	6' MINIMUM HEIGHT	3
	DECIDUOUS SHRUBS CB BARBERRY CRIMSON PYGMY SPG "GOLDFLAME" SPIREA SPB "BLUE MIST" SPIREA RS RUSSIAN SAGE SC SPREADING COTONEASTER	5 GALLON	5 10 13 8 8
	EVERGREEN SHRUBS JUS "SCANDIA" JUNIPER MP MUGO PINE	5 GALLON	7 9
	ORNAMENTAL GRASSES FRG FEATHER REED GRASS ("KARL FOERSTER") YJ YAKU JIMA MAIDEN GRASS ("YAKU JIMA") DFG DWARF FOUNTAIN GRASS	5 GALLON 2 GALLON	27 6 38
	PERRENIALS DAY DAYLILY OD OXEYE DAISY DI DIANTHUS	1 GALLON 1 GALLON 1 GALLON	MIXED MIXED MIXED

ROCK BEDDING
3" LAYER OF 1.5" DIA. OR LARGER RIVER ROCK OVER WEED BARRIER FABRIC (ROCK BED)

NATIVE SEED MIX:

NON-IRRIGATED LOW GROW DRYLAND GRASS SEED MIX:

SPECIES	COMMON NAME	% BY SEED #	PLS/AC
BOUTELOUA GRACILIS	BLUE GRAMA - BAD RIVER	10	0.18
BOUTELOUA CURTIPENDULA	SIDEOATS GRAMA - VAUGHN	10	0.73
AGROPYRON CRISTATUM	CRESTED WHEATGRASS - NORDAN	35	4.85
FESTUCA ARUNDINACEA	TALL FESCUE - TURF TYPE	20	2.26
ELYMUS LANCEOLATUS VAR. PSAMMOPHILUS	STREAMBANK WHEATGRASS	15	1.47
ELYMUS LANCEOLATUS VAR. LANCEOLATUS	THICKSPIKE WHEATGRASS	10	0.99
	TOTAL	100	10.48

LANDSCAPE NOTE:

NO TREES ARE TO BE WITHIN 10' OF THE FIRE HYDRANT AND/OR WATER METER.
NO SHRUBS ARE TO BE WITHIN 5' OF THE FIRE HYDRANT AND/OR WATER METER.

N

0 20' 40'
SCALE: 1" = 20'

GROUND COVER (LANDSCAPE):

1	NON-IRRIGATED ROCK BED	925 SF
4	MULCH BED (BARK MULCH: 3" THICK), WITH DRIPLINE:	3,147 SF
	TOTAL	**4,072 SF**

GROUND COVER (NON-LANDSCAPE):

2	NATIVE SEED MIX	22,700 SF
3	SEEDED IN DETENTION POND: (SEE SHEET 3 & SHEET 8)	28,100 SF
	TOTAL	**50,800 SF**

NOTE:

INTERNAL PARKING STALLS & AREA = 1960 SF
INTERNAL LANDSCAPING = 808 SF
ASPHALT AREA FOR PARKING/ INGRESS & EGRESS = 35, 809 SF OF ASPHALT EXCLUDING BUILDING

THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION

FIRESTONE INFORMATION BLOCK

LANDSCAPING PLAN

Name of Submittal:	SWABBCO
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	2/6/2019
Revisions Date:	04/25/2019
Revisions Date:	#
Revisions Date:	#
Revisions Date:	#

SHEET 16 of 20

REV.	DATE	DESCRIPTION
1	4/4/2019	BY AKM 0668-0279-01 FIRST SUBMITTAL

REVISION BLOCK

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F: (866) 716-2411
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PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO
LOT 1 19 & 26 CROSSINGS - FILING 1
FINAL DEVELOPMENT PLAN
LANDSCAPING PLAN

DESIGNED BY:	ML
DRAWN BY:	SDW
CHECKED BY:	ML
APPROVED BY:	ML
PROJECT NO.:	251.001
DATE:	2/6/2019
SCALE:	AS SHOWN

SHEET NO.
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SHEET 16 OF 20

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PLOT DATE: 7/21/2020 3:10 PM BY: STEPHEN WILLIAMS
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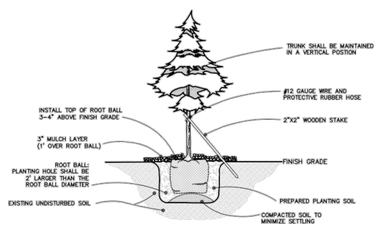
FINAL DEVELOPMENT PLAN

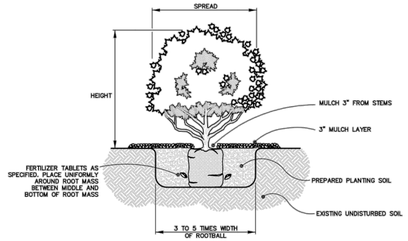
SWABBCO

TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO
14 OF 20

Firestone Parks Design Criteria Manual
Attachment 8
Standard Landscape Notes and Details

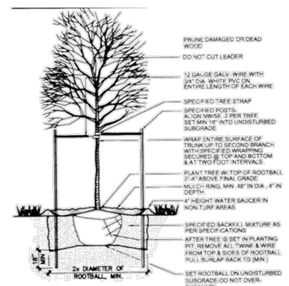


PINE TREE PLANTING DETAIL

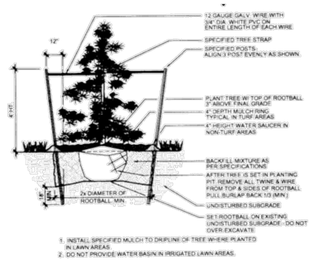


SHRUB & GROUNDCOVER PLANTING DETAIL

Firestone Parks Design Criteria Manual
Attachment 8
Standard Landscape Notes and Details



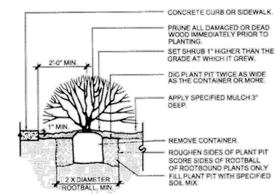
1 L6 DECIDUOUS TREE PLANTING
NOT TO SCALE



1. INSTALL SPECIFIED MULCH TO DRIPLINE OF TREE WHERE PLANTED IN LAWN AREAS.
2. DO NOT PROVIDE WATER BASIN IN IRRIGATED LAWN AREAS.

2 L6 EVERGREEN TREE PLANTING
NOT TO SCALE

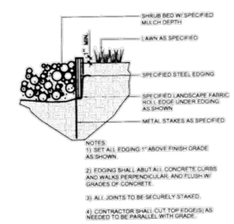
Firestone Parks Design Criteria Manual
Attachment 8
Standard Landscape Notes and Details



NOTE: ANY BROKEN OR CRUMBLING ROOTBALL WILL BE REJECTED. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS.

NOTE: HOLD GRADE 1" BELOW EDGE OF WALK OR CURB

3 L6 SHRUB PLANTING
NOT TO SCALE



NOTES:
1) SET ALL EDGING 1" ABOVE FINISH GRADE AS SHOWN.
2) EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR, AND FLUSH W/ GRADES OF CONCRETE.
3) ALL JOINTS TO BE SECURELY STAKED.
4) CONTRACTOR SHALL CUT TOP EDGE(S) AS NEEDED TO BE PARALLEL WITH GRADE.

4 L6 STEEL EDGER
NOT TO SCALE

THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION

FIRESTONE INFORMATION BLOCK	
LANDSCAPING DETAILS	
Name of Submittal:	SWABBCO
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	2/6/2019
Revisions Date:	04/25/2019
Revisions Date:	#
Revisions Date:	#
Revisions Date:	#

SHEET 17 of 20

REV.	DATE	DESCRIPTION
1	4/4/2019	BY AKM 0668-0279-01 FIRST SUBMITTAL

REVISION BLOCK

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PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO
LOT 1 19 & 26 CROSSINGS - FILING 1
FINAL DEVELOPMENT PLAN
LANDSCAPING DETAILS

DESIGNED BY:	ML
DRAWN BY:	SDW
CHECKED BY:	ML
APPROVED BY:	ML
PROJECT NO.:	251.001
DATE:	2/6/2019
SCALE:	AS SHOWN

SHEET NO.
C16
SHEET 17 OF 20

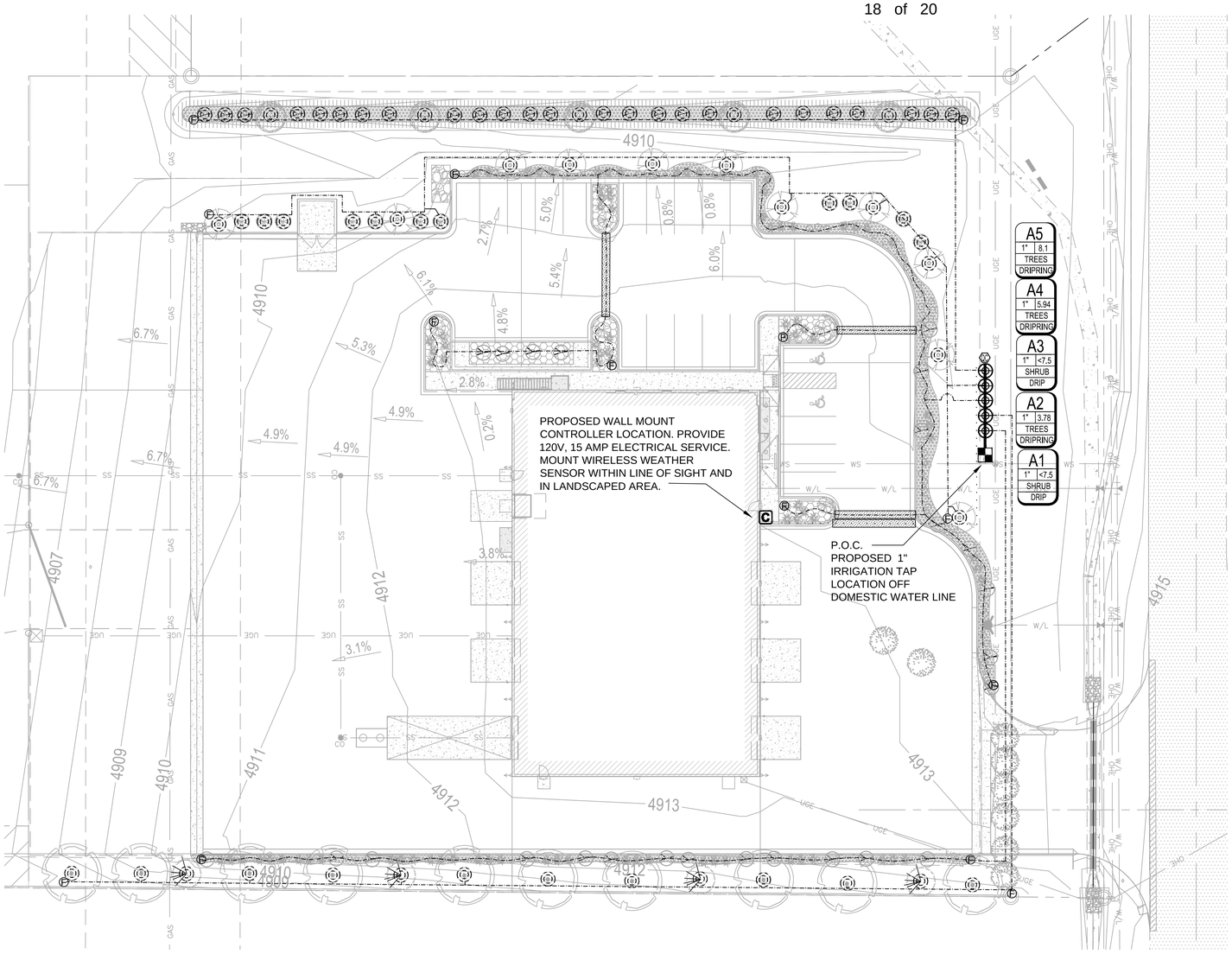
CTB: PC_2017_MONO-COLOR.CTB
PLOT DATE: 7/21/2020 3:09 PM BY: STEPHEN WILLIAMS
DRAWING FILE: S:\PROJECTS\251.001 19&26 CROSSINGS\3. ENGINEERING\DRAWINGS\FDP\251.001 DETAILS.DWG

FINAL DEVELOPMENT PLAN

SWABBCO

TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO
18 of 20

Smith IRRIGATION DESIGN, LLC
9490 HIGH CLIFFE STREET, HIGHLANDS RANCH, CO 80129
PHONE 303-471-7377 WWW.SMITH-IRRIGATION.COM



IRRIGATION LEGEND

Qty	Symbol	Description	Detail
AS REQ'D	NOT SHOWN	RAIN BIRD XB10PC 1.0 GPH PRESSURE COMPENSATING XERIBUG EMITTER	G/IR2
66		RAIN BIRD XFD-06-24 4 DIAMETER DRIP RING FOR 2 CALIPER PLANT MATERIAL	F/IR2
1		FEBCO 825YA - 1" REDUCED PRESSURE BACKFLOW PREVENTION DEVICE ASSEMBLY WITH MASTER VALVE AND FLOW SENSOR	A/IR2
5		RAINBIRD XCZ100PRBCOM 1" PESB REMOTE CONTROL DRIP VALVE ASSEMBLY WITH 40 PSI PRESSURE REGULATING BASKET FILTER	C/IR2
1	C	WEATHERMATIC SL1608-SLW5 8 STATION WALL MOUNT CONTROLLER WITH ITH WIRELESS WEATHER SENSOR	E/IR2
1		RAINBIRD 5LRC 1" QUICK COUPLING VALVE ASSEMBLY	B/IR2
15	F	MANUAL DRIP LINE FLUSH VALVE ASSEMBLY WITH INDICATOR	D/IR2
2,150 LF		1" POLYETHYLENE DRIP TUBING	
80 LF		3" CL200 PVC LATERAL SLEEVE PIPE	
120 LF		14 AWG 24 VOLT WIRE PATH	

IRRIGATION NOTES

1. ALL PIPING SHOWN ON PLANS IS DIAGRAMMATIC AND LOCATIONS SHOWN ARE FOR CLARITY ONLY. ALL PIPING SHALL BE ROUTED IN PLANTING AREAS AND SHALL AVOID TREE LOCATIONS. PIPING SHALL MAINTAIN A MINIMUM OF 10 LF FROM TREE ROOT BALLS.
2. IRRIGATION SYSTEM DESIGNED FOR 50 PSI DYNAMIC PRESSURE. CONTRACTOR TO STATIC PRESSURE PRIOR TO INSTALLATION. STATIC PRESSURE MUST BE MINIMUM 70 PSI.
3. CONTRACTOR SHALL INSTALL IRRITROL 700-1 1" MASTER VALVE AND WEATHERMATIC SLFSI-T10 1" FLOW SENSOR DOWNSTREAM OF BACKFLOW DEVICE AND RUN MANUFACTURER RECOMMENDED COMMUNICATION WIRE TO CONTROLLER AND MAKE ALL NECESSARY CONNECTIONS FOR PROPER OPERATION.
4. ALL COPPER PIPING DOWNSTREAM OF METER SHALL BE 1-1/4" DIAMETER AND SHALL TRANSITION TO PVC OUTSIDE OF BUILDING FOUNDATION AND AT MAINLINE DEPTH.
5. ALL SLEEVE PIPE SHALL BE CLASS 200 PVC AND SIZED AS FOLLOWS:
   - 5.1. ALL CLASS 200 PVC SUB-MAINLINE - ONE 4" DIAMETER CL 200 PVC SLEEVE
   - 5.2. ALL CLASS 200 PVC SPRINKLER LATERAL PIPE - ONE 4" DIAMETER CL 200 PVC SLEEVE
   - 5.3. 1" DRIP HEADER LINE- ONE 3" DIAMETER CL 200 PVC SLEEVE
6. ALL SLEEVE PIPE OPENINGS SHALL BE DOUBLE WRAPPED WITH 6 MIL POLYETHYLENE PLASTIC AND SECURED USING WIRE "ZIP" TIES AROUND SLEEVE AND PIPE.
7. MINIMUM PIPE SIZE SHALL BE 1" DIAMETER UNLESS OTHERWISE NOTED ON PLAN.
8. CONTRACTOR SHALL PROVIDE 120 VOLT 15 AMP ELECTRICAL SERVICE TO CONTROLLER LOCATION. ALL ELECTRICAL WORK SHALL BE IN COMPLIANCE WITH N.E.C. AND ALL LOCAL CODES.
9. ACTUAL CONTROLLER LOCATION SHALL BE DETERMINED IN THE FIELD BY OWNERS REPRESENTATIVE.
10. CONTRACTOR SHALL PROVIDE AND INSTALL WIRELESS RAIN/FREEZE SENSOR AT CONTROLLER LOCATION AND INSTALL WITH CLEAR ACCESS AND NO OBSTRUCTIONS.
11. DRIP HEADER LINES SHOWN ON PLANS INDICATE PROXIMITY OF DRIP ZONES. ALL TREES AND SHRUBS IN NATIVE SEEDED AREAS SHALL HAVE DRIP RINGS FOR TREES (24" SPACING) AND 18" GRID LAYOUTS OR INDIVIDUAL EMITTER LOCATIONS FOR ALL SHRUBS. EMITTER LOCATIONS AND DISTRIBUTION TUBING NOT SHOWN ON PLANS FOR GRAPHICAL AND CLARITY PURPOSES. ZONES ARE DESIGNED TO ACCOMMODATE 5 GPM NOT TO EXCEED 10 GPM USING RAIN BIRD PRESSURE COMPENSATING XERI-BUG 1.0 GPH EMITTERS (NOT TO EXCEED 600 EMITTERS PER ZONE)
12. DRIP EMITTERS SHALL BE PRESSURE COMPENSATING TYPE. DRIP EMITTER LOCATIONS ARE NOT SHOWN ON PLAN FOR GRAPHICAL PURPOSES. EMITTERS SHALL BE INSTALLED PER THE FOLLOWING QUANTITIES:
   - 12.1. #2 CONTAINER = TWO 1.0 GPH EMITTER
   - 12.2. #5 CONTAINER = THREE 1.0 GPH EMITTERS
   - 12.3. 2" CALIPER TREE & LARGER = DUAL LOOP DRIP LINE, 0.6 GPH @ 24" SPACING, 32" INNER LOOP (4 EMITTERS) AND 60" OUTER LOOP (8 EMITTERS)
13. ALL PIPING AND VALVE ASSEMBLIES SHALL BE LOCATED IN NATIVE OR SHRUB BED AREAS WHERE POSSIBLE. LOCATIONS SHOWN ARE DIAGRAMMATIC AND ARE FOR CLARITY PURPOSES ONLY.
14. REMOTE CONTROL VALVES FOR TURF SHALL BE INSTALLED IN ADJACENT SHRUB BEDS OR WITHIN 2LF OF WALKWAYS AND CURBS OR IN TURF AREAS NOT CONTROLLED BY VALVE IN QUESTION.
15. ANY QUANTITIES SHOWN ON PLAN ARE ESTIMATED QUANTITIES ONLY. FIELD CONDITIONS MAY VARY AND MAY ALTER ACTUAL QUANTITIES. CONTRACTOR TO VERIFY FIELD CONDITIONS PRIOR TO INSTALLATION.
16. ALL SPRINKLER NOZZLES SHALL BE ADJUSTED FOR OPTIMUM COVERAGE AND MINIMUM OVERSPRAY.
17. REMOTE CONTROL VALVES SHALL BE INSTALLED PER DETAILED DRAWINGS AND SHALL HAVE ONE CONTROL VALVE PER VALVE BOX.
18. BACK FLOW PREVENTION SHALL BE INSTALLED TO MEET ALL LOCAL CODES.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY EXCAVATION.
20. ALL TRENCHES SHALL BE BACKFILLED IN 6" LIFTS OF CLEAN SOIL FREE OF ROCKS AND RUBBISH AND COMPACTED TO 95% PROCTOR DENSITY. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY EXCAVATION.
21. CARE SHALL BE TAKEN TO ENSURE THAT NO SOIL OR DEBRIS ENTERS THE PIPE DURING INSTALLATION.
22. ALL PIPE ENDS SHALL BE PROPERLY CLEANED AND SHALL BE FREE OF ANY BURRS AND/OR SHAVINGS AS A RESULT OF THE PIPE BEING CUT.
23. ALL LINES SHALL BE THOROUGHLY FLUSHED PRIOR TO INSTALLATION OF NOZZLES.

CONTROLLER CHART

NOTE: THIS TABLE IS PROVIDED AS A GUIDLINE ONLY. SEASONAL AND MICRO CLIMATE CONDITIONS WILL ALTER ACTUAL STATION RUN TIMES AND IRRIGATION FREQUENCY. THIS TABLE IS NOT INTENDED FOR USE AS A GROW IN SCHEDULE. THIS IRRIGATION SYSTEM IS DESIGNED TO ACCOMMODATE ET DATA DOWNLOADS FOR AUTOMATED STATION SCHEDULING ADJUSTMENTS.

Cycles based on clay loam soil @ 0.2"/hr infiltration rate								
Application Amount		0.5	Note: 0.5" application = 1.5" per week irrigation 3 days/wk					
Station #	Plant Material Type	Irrigation Type	Head Model	Recommended Operating Pressure (in-head regulation)	PR (in/hr)	Zone Flow (GPM)	Total Run Time in Minutes to apply 0.50"	Cycles
1-1	Shrubs	Drip	Rain Bird Xeri-Bug Emitter	40 psi	0.26	7.5	115	2
1-2	Trees	DripRing	Dripline Ring	40 psi	0.26	3.8	115	2
1-3	Shrubs	Drip	Rain Bird Xeri-Bug Emitter	40 psi	0.26	7.5	115	2
1-4	Trees	DripRing	Dripline Ring	40 psi	0.26	5.9	115	2
1-5	Trees	DripRing	Dripline Ring	40 psi	0.26	8.1	115	2
						Total Run Time in Hrs - Tree Zones	5.8	
						Total Run Time in Hrs - Shrub zones (drip)	3.8	

PRESSURE LOSS WORKSHEET

Project:	SWABCO				
Date:	6/3/2019				
Tap ID		Static Pressure	60	Tap Elevation	4,912
Station/Zone ID	A5	Flow (gpm)	8.1	"Critical Head" Elevation	4,912
Head Type	Rotary Spray (Rain Bird R-VAN)				

Component	Description	Size	Length	Loss/Gain
Service Line	Type K Copper	1"	20	0.46
Meter		1"	n/a	(0.45)
Irrigation Backflow Device	Reduced Pressure Principle	1""	n/a	(11.00)
Master Valve	Rain Bird 100-PEB	1"	n/a	(1.80)
Mainline	Class 200 PVC	1"	10	(0.09)
Control Valve	Rain Bird 100-PEB	1"	n/a	(1.80)
Lateral Allowance	1" 100# POLY	Varies		(2.50)
Elevation Loss/Gain			-	-

Total Loss/Gain	-17.18

Recommended Mainline Operating Pressure at Control Valve: 50 psi
Pressure loss calculation is based on "Critical Head"
Dynamic pressure is does not reflect pressure regulation of remote control valves.

Dynamic Operating Pressure	42.82
Recommended Zone Operating Pressure	40.00
Differential (over 10 psi should be regulated at valve)	2.82

N

0 20' 40'
SCALE: 1" = 20'

THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION

FIRESTONE INFORMATION BLOCK

IRRIGATION PLAN

Name of Submittal:	SWABBCO
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	2/6/2019
Revisions Date:	04/25/2019
Revisions Date:	#
Revisions Date:	#
Revisions Date:	#

SHEET 18 of 20

REV.	DATE	DESCRIPTION
1	4/4/2019	BY AKM 0688-0279-01 FIRST SUBMITTAL

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www.permontesgroup.com

PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO LOT 1 19 & 26 CROSSINGS FINAL DEVELOPMENT PLAN LANDSCAPING PLAN

DESIGNED BY:	DJS
DRAWN BY:	DJS
CHECKED BY:	DJS
APPROVED BY:	ML
PROJECT NO.:	251.001
DATE:	06/03/19
SCALE:	AS SHOWN

SHEET NO. 18

SHEET 18 of 20

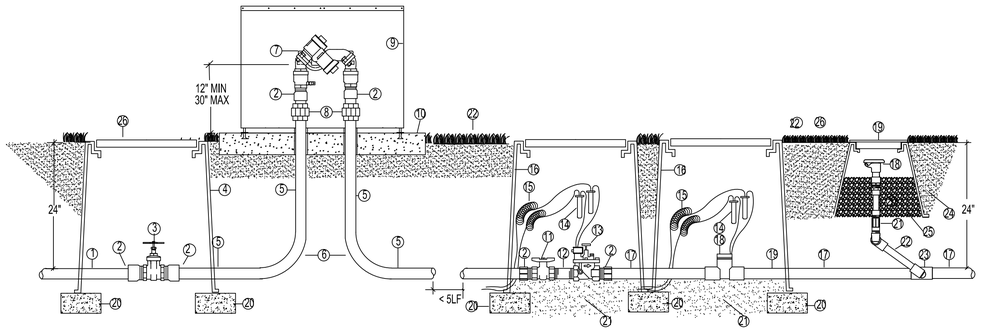
CTB: IRRIGATION.CTB
PLOT DATE: 6/4/2019 4:07 PM BY: DOUG SMITH
DRAWING FILE: C:\SMITH IRRIGATION\PROJECTS\PERMONTES GROUP\SWABCO\SID-SWABCO IRRIGATION.DWG

FINAL DEVELOPMENT PLAN

SWABBCO

TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO

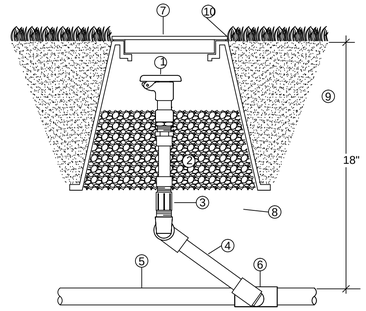
Smith IRRIGATION DESIGN, LLC
9499 HIGH CLIFFE STREET, HIGHLANDS RANCH, CO 80129
PHONE 303-471-7377 WWW.SMITH-IRRIGATION.COM



1. IRRIGATION SERVICE LINE FROM METER
2. MALE ADAPTER
3. MCDONALD 5420 STOP & WASTE VALVE
4. CARSON 1419 VALVE BOX W/ LID
5. TYPE K SOFT COPPER - LENGTH AS REQ'D
6. 18" RADIUS BEND
7. BACKFLOW PREVENTER (SEE LEGEND)
8. BRASS UNION
9. STRONG BOX SBBC-40ALHPI INSULATED ENCLOSURE
10. 3000 PSI POURED IN PLACE CONCRETE PAD
11. LASCO COLONIAL 235 PSI COMPACT PVC BALL VALVE
12. SCH 80 PVC NIPPLE TBE - 4" LENGTH
13. REMOTE CONTROL MASTER VALVE (SEE LEGEND)
14. 3M DBY CONNECTOR
15. EXPANSION LOOPS - 36" MINIMUM
16. CARSON 1419 VALVE BOX W/ LID
17. MAINLINE PIPE (SEE LEGEND) LENGTH = 10X PIPE DIA MIN
18. FLOW SENSOR (SEE LEGEND)
19. MAINLINE PIPE (SEE LEGEND)
20. WASHED PEA GRAVEL - 2 CF MINIMUM
21. CLEAN COMPACTED BACKFILL
22. FINISH GRADE

A BACKFLOW PREVENTION ASSEMBLY WITH ENCLOSURE

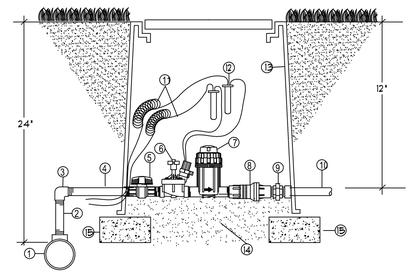
WITH MASTER VALVE, FLOW SENSOR, AND QUICK COUPLER — NTS



1. QUICK COUPLING VALVE(SEE LEGEND)
2. EXCALIBUR 1" X 6" FLEX NIPPLE
3. SCH 80 PVC THREADED COUPLING
4. LASCO G172-212 UNITIZED SWING JOINT
5. LATERAL PIPE (SEE LEGEND)
6. SCH 40 PVC LATERAL FITTING
7. CARSON 910 10" ROUND VALVE BOX
8. WASHED PEA GRAVEL - 1 CF MINIMUM
9. CLEAN COMPACTED BACKFILL
10. FINISH GRADE

B QUICK COUPLING VALVE ASSEMBLY

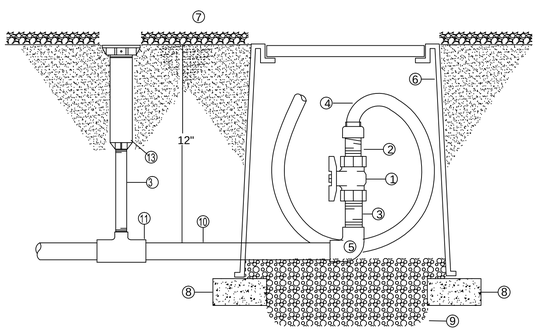
1" INLET — NTS



1. MAINLINE FITTING
2. SCH 80 PVC THREADED NIPPLE - 10" LENGTH
3. SCH 80 PVC THREADED ELBOW
4. SCH 80 PVC THREADED NIPPLE - 12" LENGTH
5. PVC BALL VALVE
6. REMOTE CONTROL VALVE (SEE LEGEND)
7. BASKET FILTER
8. PRESSURE REGULATOR
9. SCH. 80 PVC THREADED UNION
10. LATERAL PIPE (SEE LEGEND)
11. EXPANSION LOOPS - 36" MINIMUM
12. 3-M DBY CONNECTOR
13. CARSON 1419 VALVE BOX W/ LID (EXTENSIONS AS REQUIRED)
14. WASHED PEA GRAVEL - 2 CF MINIMUM
15. 4" X 8" X 16" CONCRETE BLOCK SUPPORT

C REMOTE CONTROL DRIP VALVE ASSY.

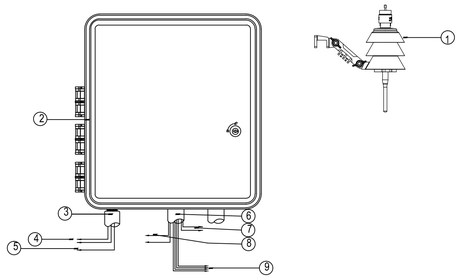
W/ FILTER & REGULATOR — NTS



1. SCH. 80 PVC BALL VALVE - 3/4"
2. BRASS ADAPTER - 3/4" MIPT X MHT
3. SCH. 80 PVC NIPPLE - 3/4" X 4" LENGTH
4. GARDEN HOSE SECTION - 48" MIN - 60" MAX
5. SCH 40 PVC 90 DEG ELBOW S X T
6. CARSON 1419 VALVE BOX W/ LID
7. FINISH GRADE
8. CMU BLOCK SUPPORT
9. 2 CUBIC FT WASHED PEA GRAVEL
10. LATERAL PIPE (SEE LEGEND)
11. SCH 40 PVC TEE S X T
12. HUNTER ECO-ID DRIP SYSTEM INDICATOR

D FLUSH VALVE ASSEMBLY

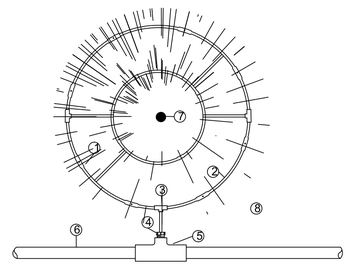
WITH DRIP SYSTEM INDICATOR — NTS



1. WIRELESS WEATHER SENSOR - SEE LEGEND
2. WALL MOUNT CONTROLLER - SEE LEGEND
3. CONDUIT 115V A.C.
4. POWER SUPPLY WIRES
5. GROUND WIRE
6. CONDUIT 24V A.C.
7. RAIN STAT WIRES
8. MASTER VALVE WIRE
9. 24V CONTROL VALVE WIRES

E WALL MOUNT CONTROLLER ASSEMBLY

WITH WIRELESS WEATHER SENSOR — NTS

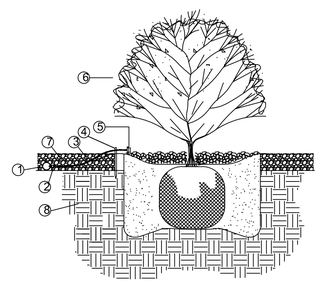


1. LANDSCAPE DRIPLINE - 30" DIAMETER INNER RING 60" DIAMETER OUTER RING
2. LANDSCAPE DRIPLINE EMITTER - INTEGRATED 24" SPACING
3. COMPRESSION FITTING -TEE
4. 1/2" MIPT X INSERT MALE ADAPTER
5. SCH. 40 PVC 1" X 1/2" REDUCING TEE
6. LATERAL DRIP FEEDER LINE
7. CENTER OF TREE OR SHRUB
8. CANOPY EDGE OF TREE OR SHRUB

NOTE: DRIPLINE FITTINGS BRAND MUST MATCH DRIPLINE TYPE

F TREE DRIP RING ASSEMBLY

PLAN VIEW — NTS



1. POLYETHYLENE DRIPLINE TUBING
2. TRANSFER BARB
3. 1/4" DISTRIBUTION TUBING
4. 1/4" TUBING STAKE
5. DRIP EMITTER - SEE IRRIGATION LEGEND / NOTES
6. TYPICAL PLANTING DETAIL - FOR REFERENCE ONLY. (SEE PLANTING PLANS)
7. MULCH - FOR REFERENCE ONLY (SEE PLANTING PLANS)
8. UNDISTURBED EARTH/COMPACTED BACKFILL - FOR REFERENCE ONLY (SEE PLANTING PLANS)

G TYPICAL DRIP EMITTER PLACEMENT

NTS

THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION

FIRESTONE INFORMATION BLOCK

IRRIGATION DETAILS

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Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	2/6/2019
Revisions Date:	04/25/2019
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Revisions Date:	#
Revisions Date:	#

SHEET 19 of 20

REV.	DATE	DESCRIPTION
1	4/4/2019	BY AKM 0668-0279-01 FIRST SUBMITTAL

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PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO
LOT 1 19 & 26 CROSSINGS
FINAL DEVELOPMENT PLAN
LANDSCAPING PLAN

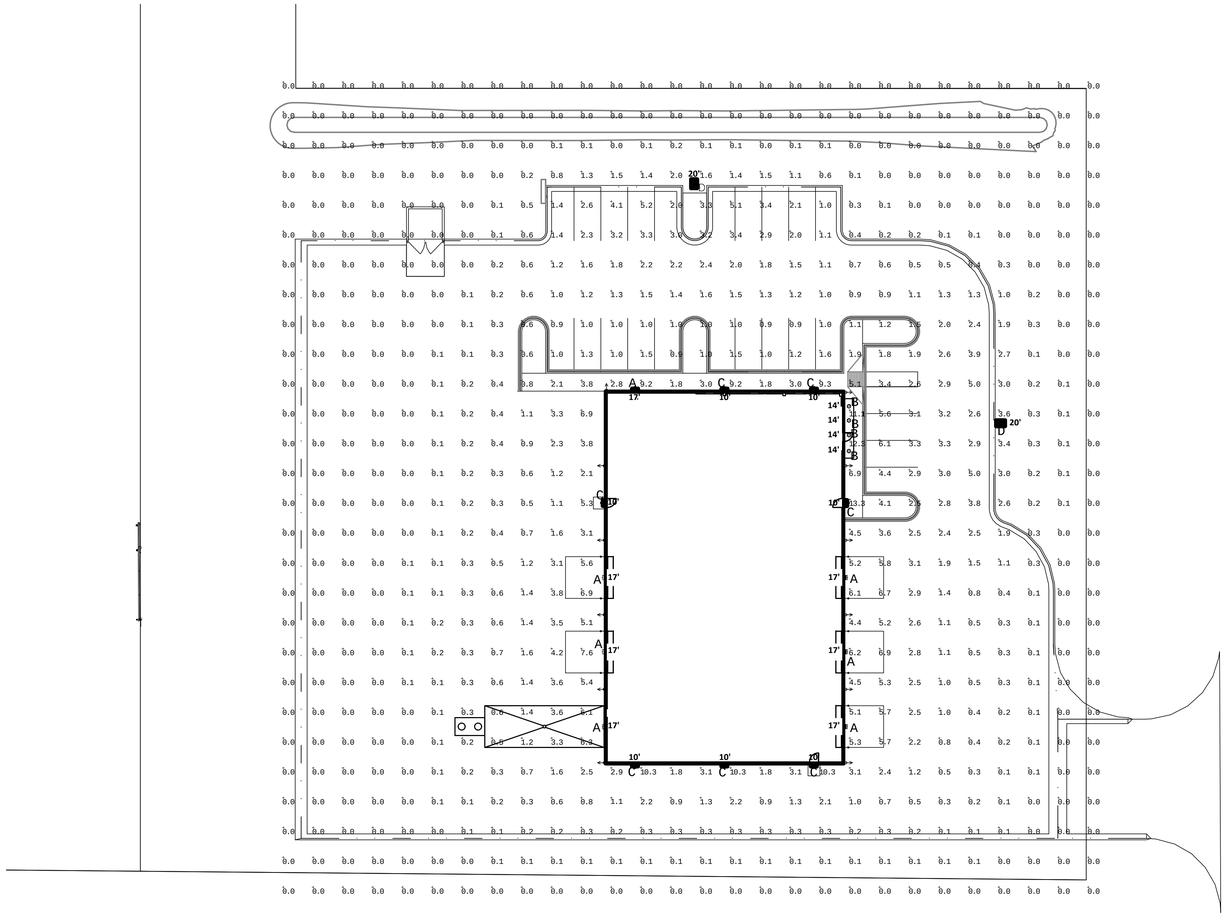
DESIGNED BY:	DJS
DRAWN BY:	DJS
CHECKED BY:	DJS
APPROVED BY:	ML
PROJECT NO.:	251.001
DATE:	6/3/2019
SCALE:	AS SHOWN

SHEET NO. 19

CTB: IRRIGATION.CTB
BY: DOUG SMITH
PLOT DATE: 6/4/2019 4:07 PM
DRAWING FILE: C:\SMITH IRRIGATION\PROJECTS\PERMONTES GROUP\SWABCO\SID-SWABCO IRRIGATION.DWG

FINAL DEVELOPMENT PLAN

SWABBCO
TOWN OF FIRESTONE, COUNTY OF WELD
STATE OF COLORADO
20 of 20



Luminaire Schedule						
Symbol	Qty	Label	LLF	Description	Lum. Watts	Lum. Lumens
	7	ILP Wallpack 50W LED	1.000	WPLP-50W	49.6	4184
	4	Barn Light Gooseneck	1.000	BLE-X-WMS16-XX-LED	26.58	1695
	8	ILP Wallpack 30W LED	1.000	WPSP-30WLED-UNIV-4000K	27.4	2358
	2	Gardco EcoForm 138W Type 3-IS	1.000	ECF-3-135LA-6470-NW-IS	138.4	11608

NORTH

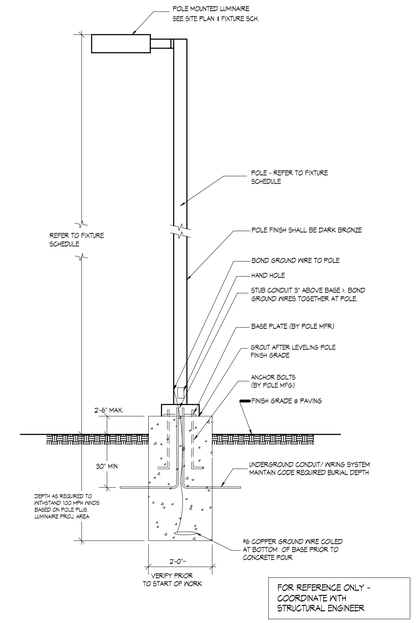
PHOTOMETRIC SITE PLAN

SCALE: 1/2" = 10'

TYPE "A"

TYPE "B"

TYPE "C"



DETAIL - POLE BASE
SCALE: NONE

ECF-APD-MRI

TYPE "D"

FIRESTONE INFORMATION BLOCK	
PHOTOMETRIC PLAN	
Name of Submittal:	19 & 26 CROSSINGS
Type of Submittal:	FINAL DEVELOPMENT PLAN
Filing Number:	N/A
Preparation Date:	02/06/2019
Revisions Date:	04/25/2019
Revisions Date:	06/18/2019
Revisions Date:	
Revisions Date:	
SHEET	20 of 20

REV.	DATE	DESCRIPTION

REVISION BLOCK

R. E. Design, Inc.
800 WESTWOOD DRIVE
PARK HILLS, MO 63601
PHONE: (720) 635-2324

permontesgroup
625 Main Street T: (720) 684-4981
Longmont, CO 80501 F: (866) 563-9212
www.permontesgroup.com

PREPARED FOR: 19 & 26, LLC

SHEET TITLE: SWABBCO
FINAL DEVELOPMENT PLAN
PHOTOMETRIC SITE PLAN

DESIGNED BY:	CDA
DRAWN BY:	CDA
CHECKED BY:	CDA
APPROVED BY:	CDA
PROJECT NO.:	18342
DATE:	02/06/2019
SCALE:	AS SHOWN

SHEET NO.
20

SHEET 20 of 20

19 & 26 CROSSINGS FILING NO. 1
Final Plat

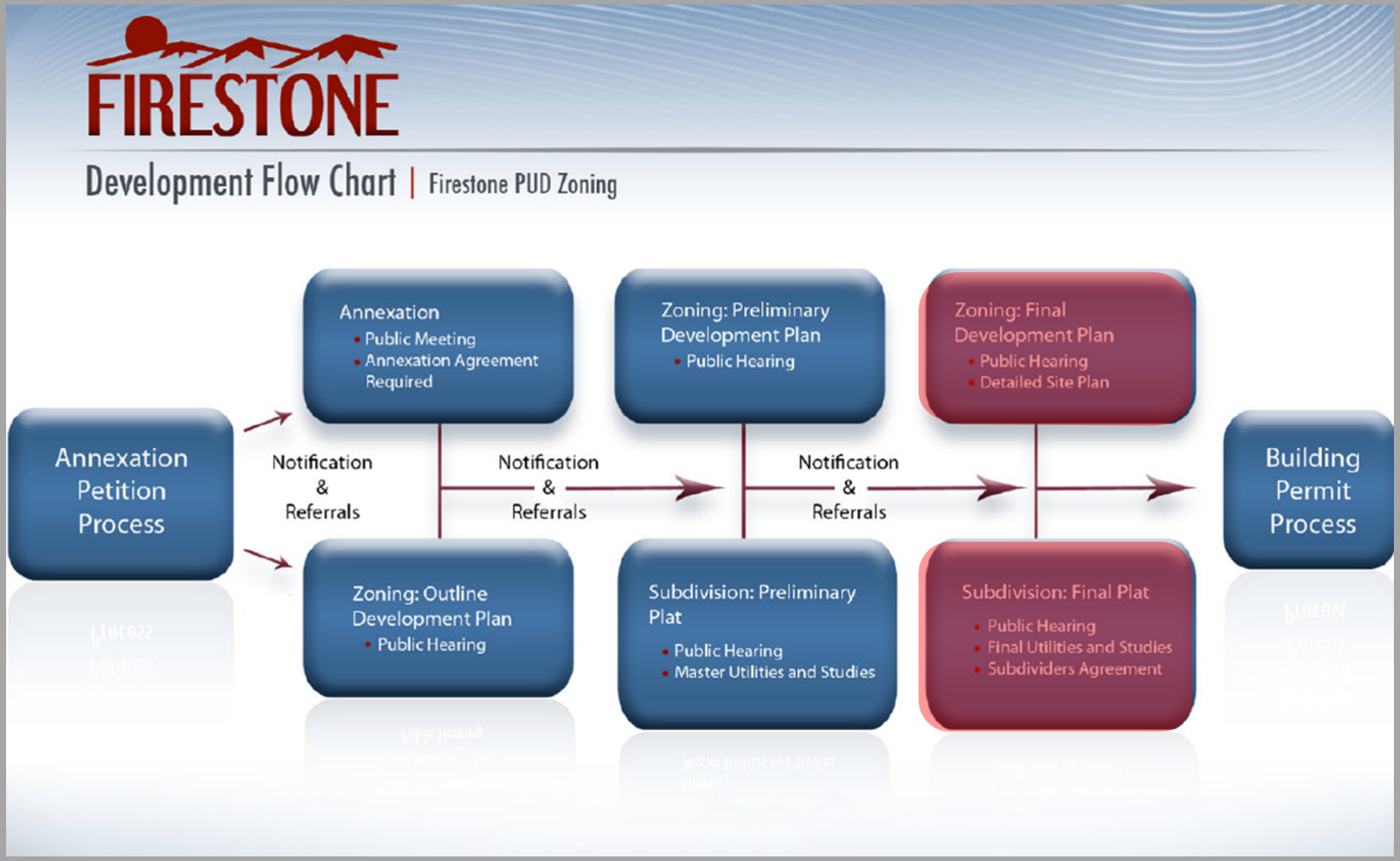
AND

LOT 1, 19 & 26 CROSSINGS FILING NO. 1
Final Development Plan

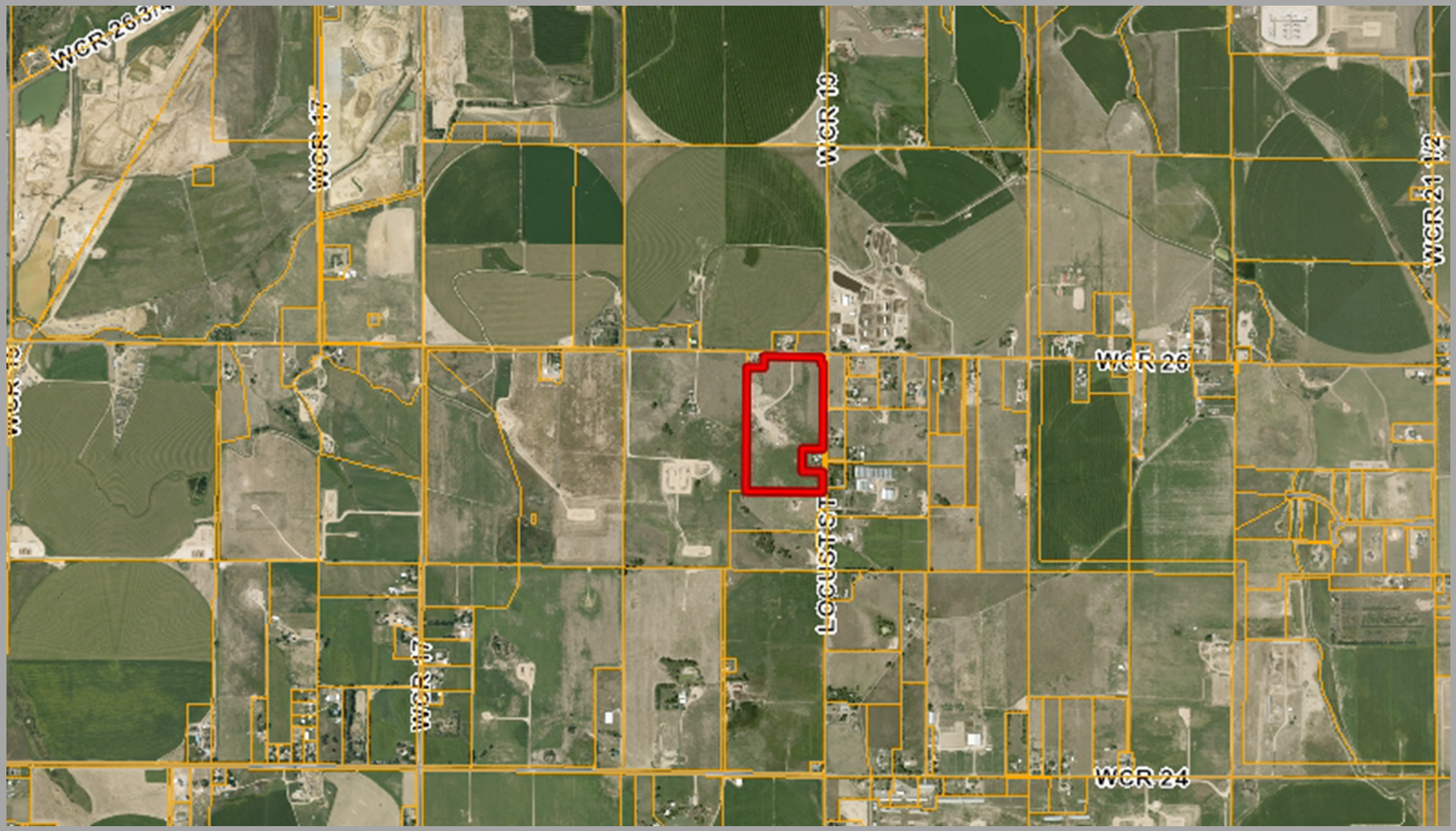
FIRESTONE
COLORADO

Board of Trustees – October 28, 2020

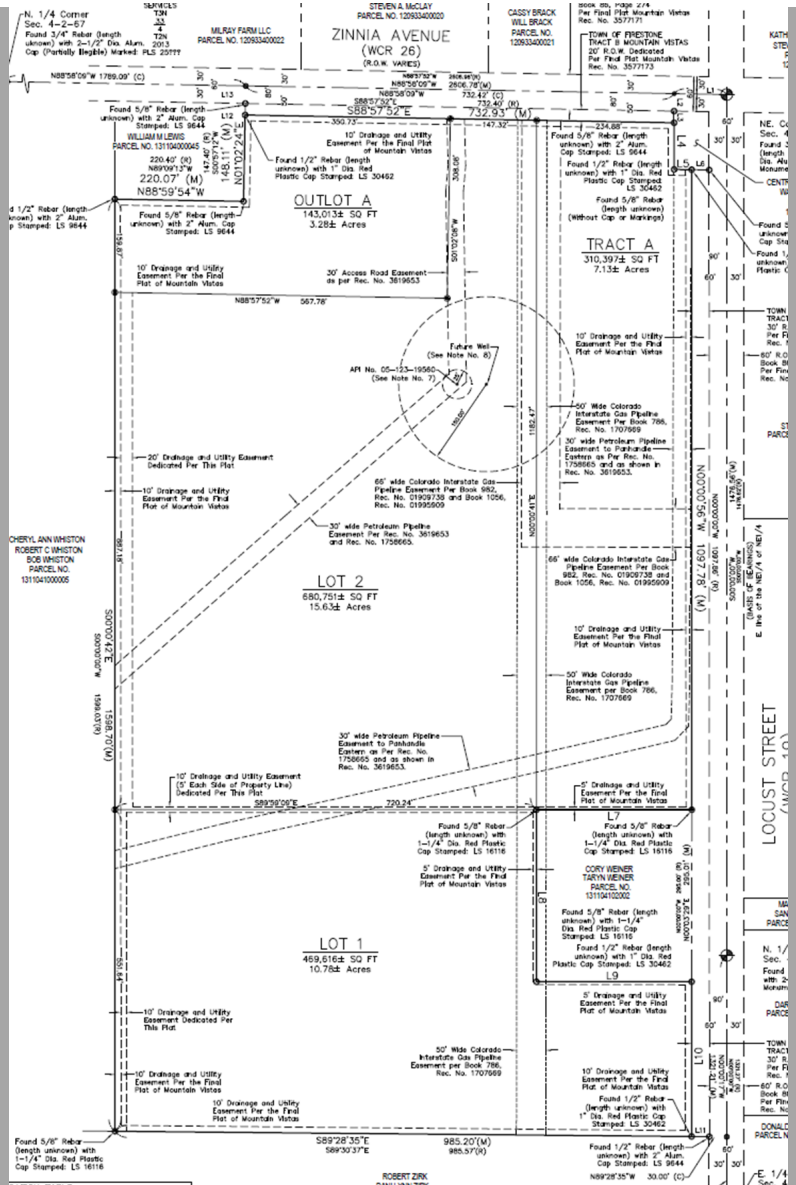
Process


FIRESTONE
Development Flow Chart | Firestone PUD Zoning
Annexation Petition Process
Annexation
• Public Meeting
• Annexation Agreement Required
Zoning: Outline Development Plan
• Public Hearing
Notification & Referrals
Notification & Referrals
Notification & Referrals
Zoning: Preliminary Development Plan
• Public Hearing
Subdivision: Preliminary Plat
• Public Hearing
• Master Utilities and Studies
Zoning: Final Development Plan
• Public Hearing
• Detailed Site Plan
Subdivision: Final Plat
• Public Hearing
• Final Utilities and Studies
• Subdividers Agreement
Building Permit Process

Location

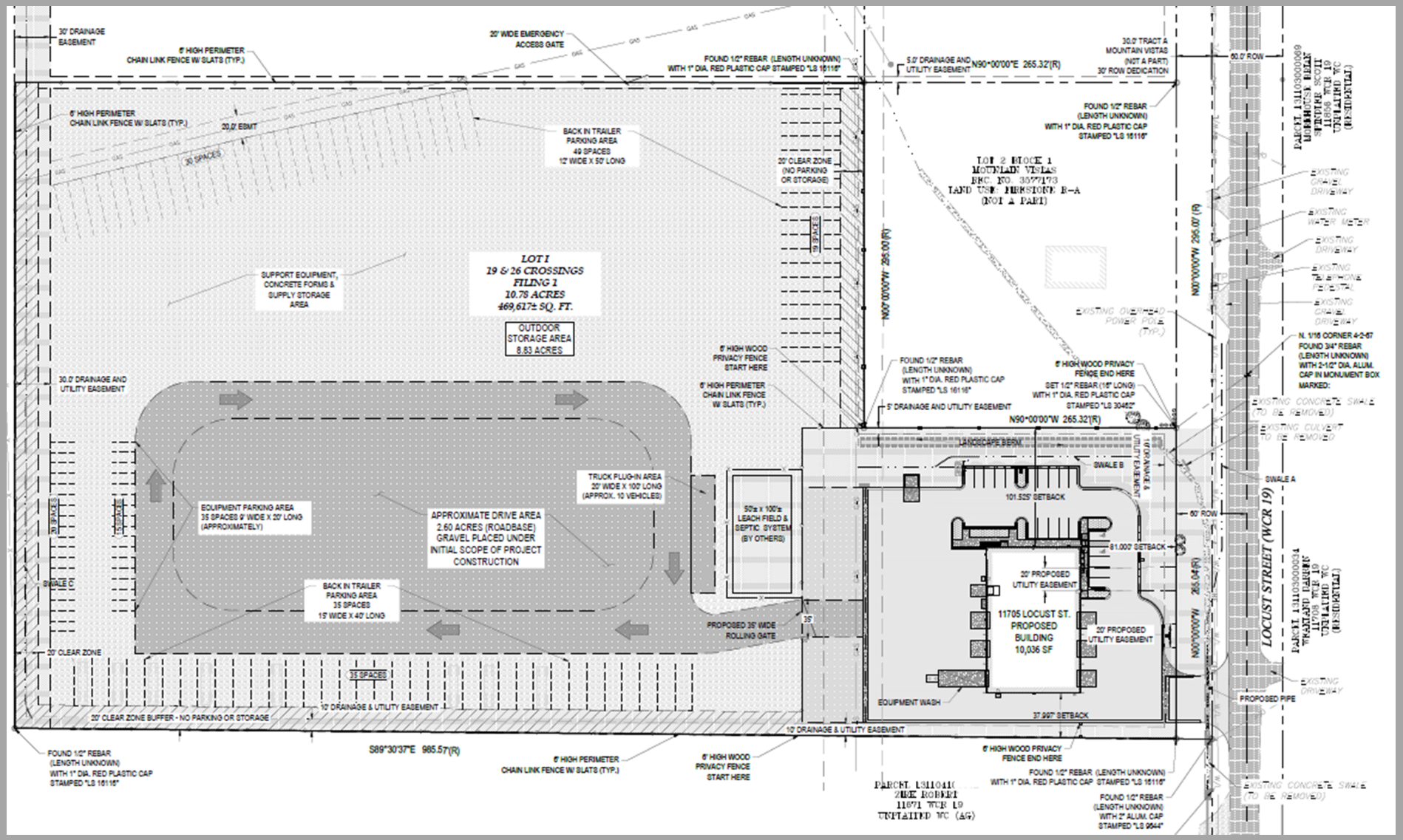


Final Plat

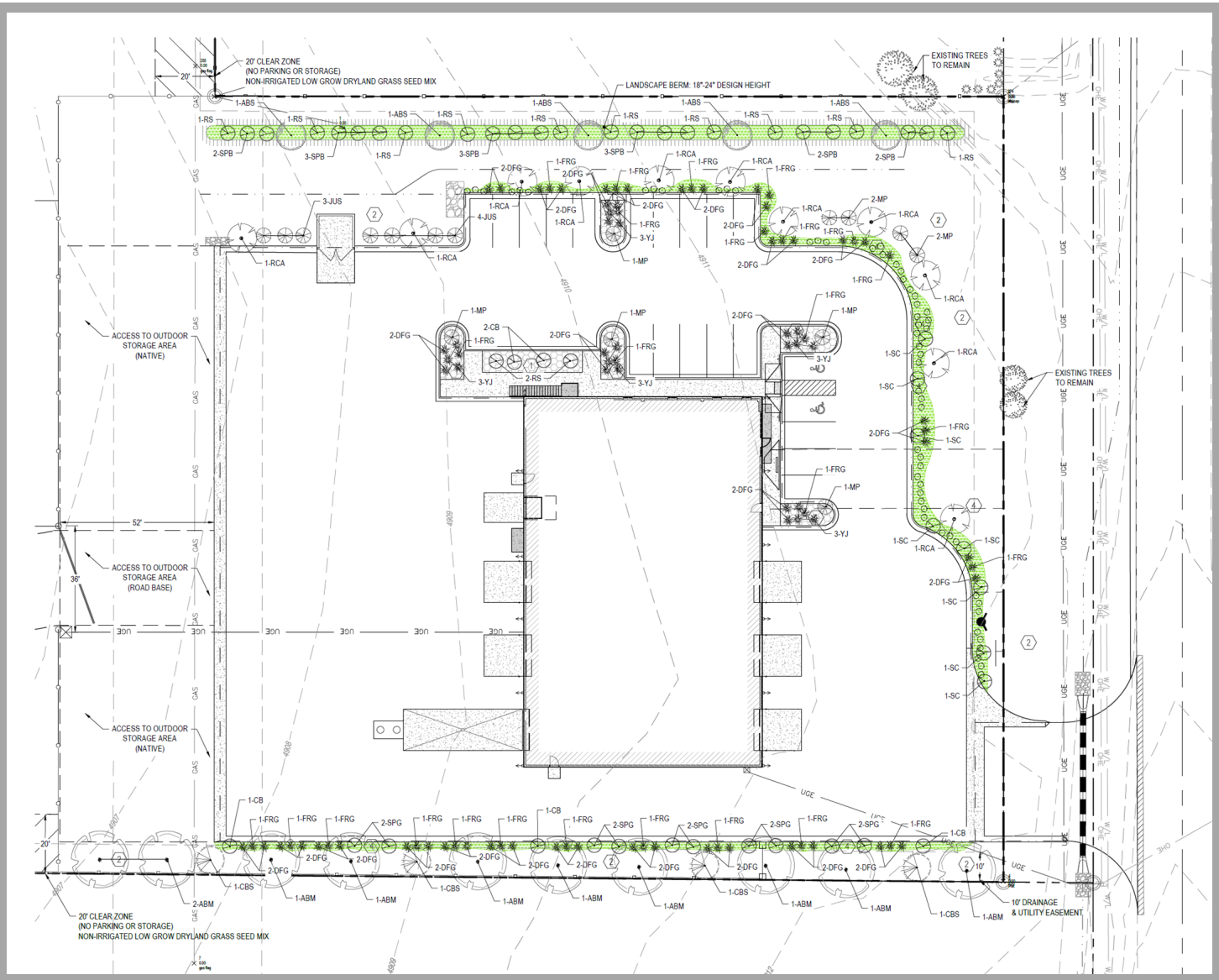

ZINNIA AVENUE
(WCR 26)
OUTLOT A
143,013± SQ FT
3.28± Acres
TRACT A
310,397± SQ FT
7.13± Acres
LOT 2
680,751± SQ FT
15.63± Acres
LOT 1
469,616± SQ FT
10.78± Acres
LOCUST STREET
S88°57'52"E
732.93' (M)
N88°59'54"W
220.07' (M)
N88°58'09"W 1789.09' (C)
S89°28'35"E
985.20'(M)
985.57'(R)
S89°30'37"E
N89°28'35"W 30.00' (C)
S00°00'00"E
N00°00'00"W
1097.76' (M)
1095.60'(R)
1182.47'
MILRAY FARM LLC
PARCEL NO. 120933400022
STEVEN A. McCLAY
PARCEL NO. 120933400020
CASEY BRACK
WILL BRACK
PARCEL NO.
120933400021
TOWN OF FIRESTONE
TRACT B MOUNTAIN VISTAS
20' R.O.W. Dedicated
Per Final Plat Mountain Vistas
Rec. No. 3577173
WILLIAM M. LEWIS
PARCEL NO. 131104000045
CHERYL ANN WHISTON
ROBERT C WHISTON
BOB WHISTON
PARCEL NO.
131104100005
CORY WEINER
TARYN WEINER
PARCEL NO.
131104102002
ROBERT ZIRK
Found 5/8" Rebar (length unknown) with 2" Alum. Cap Stamped: LS 9644
Found 1/2" Rebar (length unknown) with 1" Dia. Red Plastic Cap Stamped: LS 30462
Found 5/8" Rebar (length unknown) with 1-1/4" Dia. Red Plastic Cap Stamped: LS 16116
10' Drainage and Utility Easement Per the Final Plat of Mountain Vistas
30' Access Road Easement as per Rec. No. 3619653
20' Drainage and Utility Easement Dedicated Per This Plat
10' Drainage and Utility Easement Dedicated Per This Plat
66' wide Colorado Interstate Gas Pipeline Easement Per Book 982, Rec. No. 01909738 and Book 1056, Rec. No. 01995609
30' wide Petroleum Pipeline Easement Per Rec. No. 3619653 and Rec. No. 1758665.
50' Wide Colorado Interstate Gas Pipeline Easement per Book 786, Rec. No. 1707669
30' wide Petroleum Pipeline Easement to Panhandle Eastern as Per Rec. No. 1758665 and as shown in Rec. No. 3619653.
10' Drainage and Utility Easement (5' Each Side of Property Line) Dedicated Per This Plat
5' Drainage and Utility Easement Per the Final Plat of Mountain Vistas
Future Well (See Note No. 8)
API No. 05-123-19560 (See Note No. 7)
L7
L9
L10
L11
L12
L13

Final Development Plan

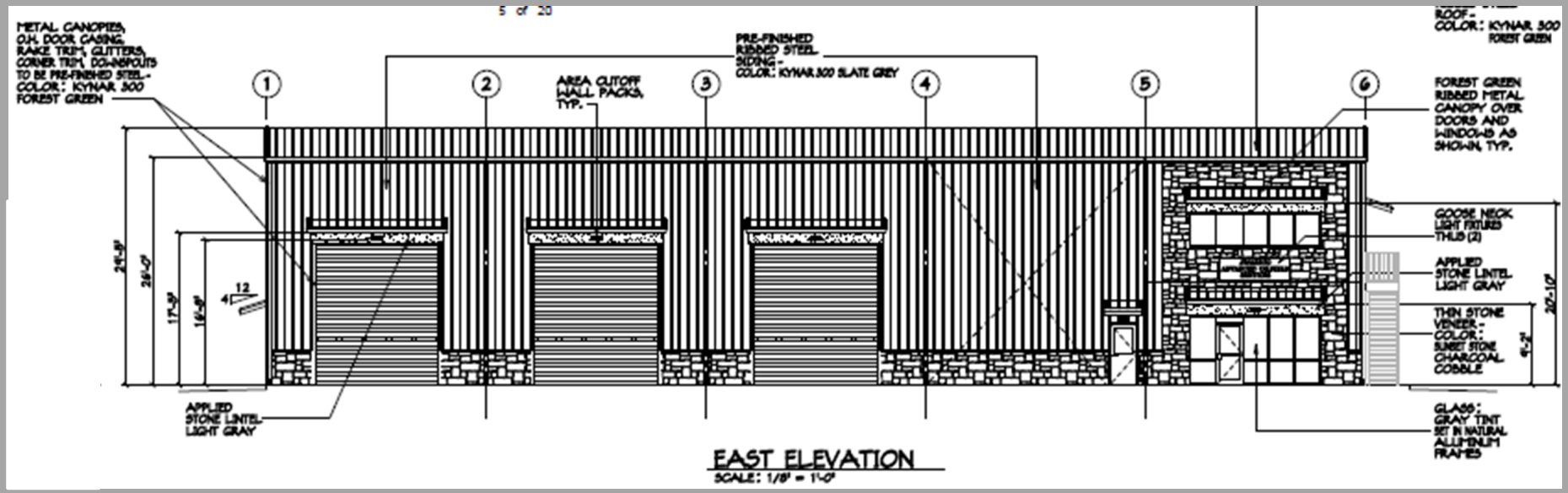
FIRESTONE
COLORADO

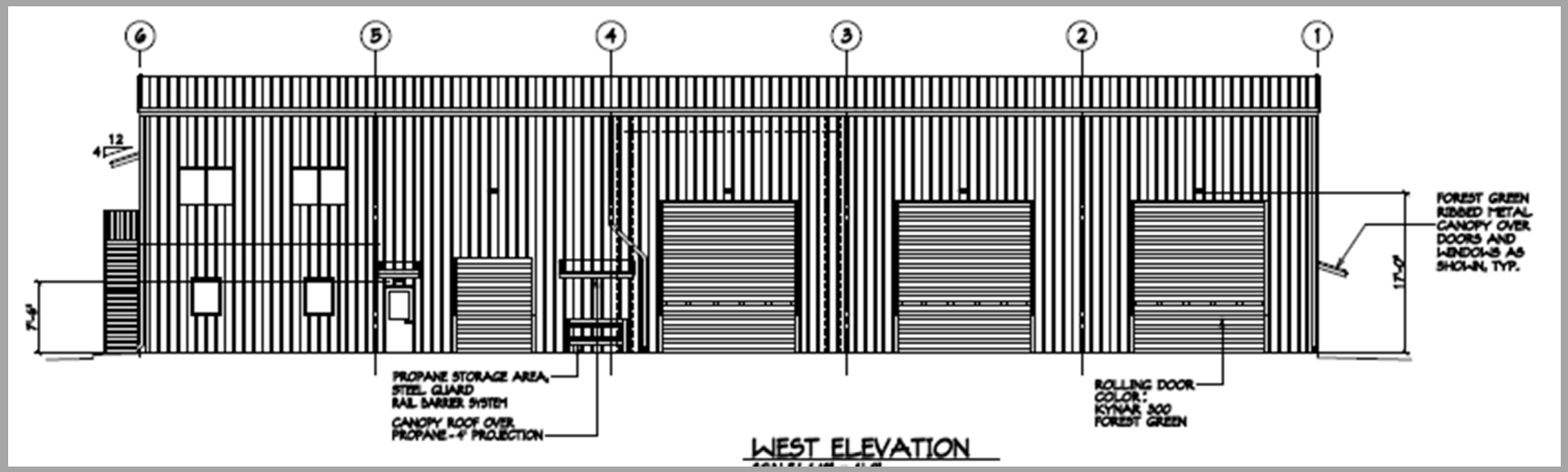


Final Development Plan

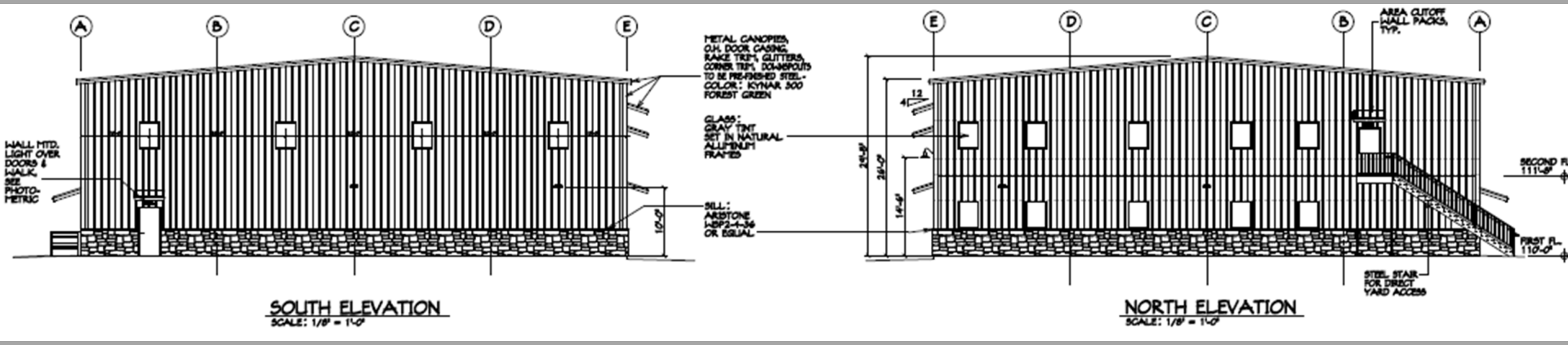


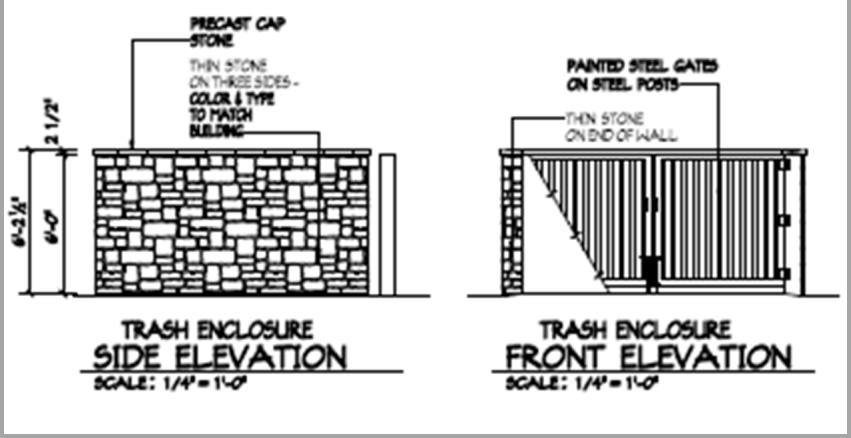
FDP-Building Elevations





FDP-Building Elevations





Staff Recommendations-Final Plat

Staff Recommends the Board of Trustees:

Approve Resolution 20-98; a resolution approving the 19 & 26 Crossings Filing No. 1 Final Plat with the following conditions:

1) Modify plans and application materials pursuant to comments of the Town Engineer set forth in memoranda dated September 1, 2020, to the Town's satisfaction.
2) Modify plans and application materials pursuant to comments of the Planning & Development Department set forth in memoranda dated September 9, 2020, to the Town's satisfaction.
3) Provide an updated title commitment when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
4) Technical corrections to the 19 & 26 Crossing Filing No. 1 Final Plat shall be made to the Town's satisfaction.

Staff Recommendations-FDP

Staff Recommends the Board of Trustees:

Approve Resolution 20-99; a resolution approving the Lot 1, 19 & 26 Crossings Filing No. 1 Final Development Plan with the following conditions:

1) Modify plans and application materials pursuant to comments of the Town Engineer set forth in memoranda dated September 1, 2020, to the Town's satisfaction.
2) Modify plans and application materials pursuant to comments of the Planning & Development Department set forth in memoranda dated September 9, 2020, to the Town's satisfaction.
3) Technical corrections to the Lot 1, 19 & 26 Crossing Filing No. 1 Final Development Plan shall be made to the Town's satisfaction.
4) Lot 1, 19 & 26 Crossing Filing No. 1 Final Development Plan shall not be recorded until the 19 & 26 Crossing Filing No. 1 Final Plat is recorded.
5) Fee-in-lieu of Open Space Dedication in the pro-rata share amount of $36,800.00 shall be paid to the Town prior to the recordation of the Lot 1, 19 & 26 Crossings Filing No. 1 Final Development Plan.
6) Removal of the underground oil/gas pipeline located within the fifty (50) foot wide easement recorded by Weld County at Reception No. 1707669, shall be removed prior to the issuance of any building permit for Lot 1, 19 & 26 Crossings Filing No. 1 Final Development Plan.
7) No building permit shall be issued on Lot 1, 19 & 26 Crossings Filing No. 1 Final Development Plan until such time proof of payment has been made to United Power for the removal of overhead power lines located within and adjacent to Locust Street (WCR 19).

19 & 26 CROSSINGS FILING NO. 1 FINAL PLAT

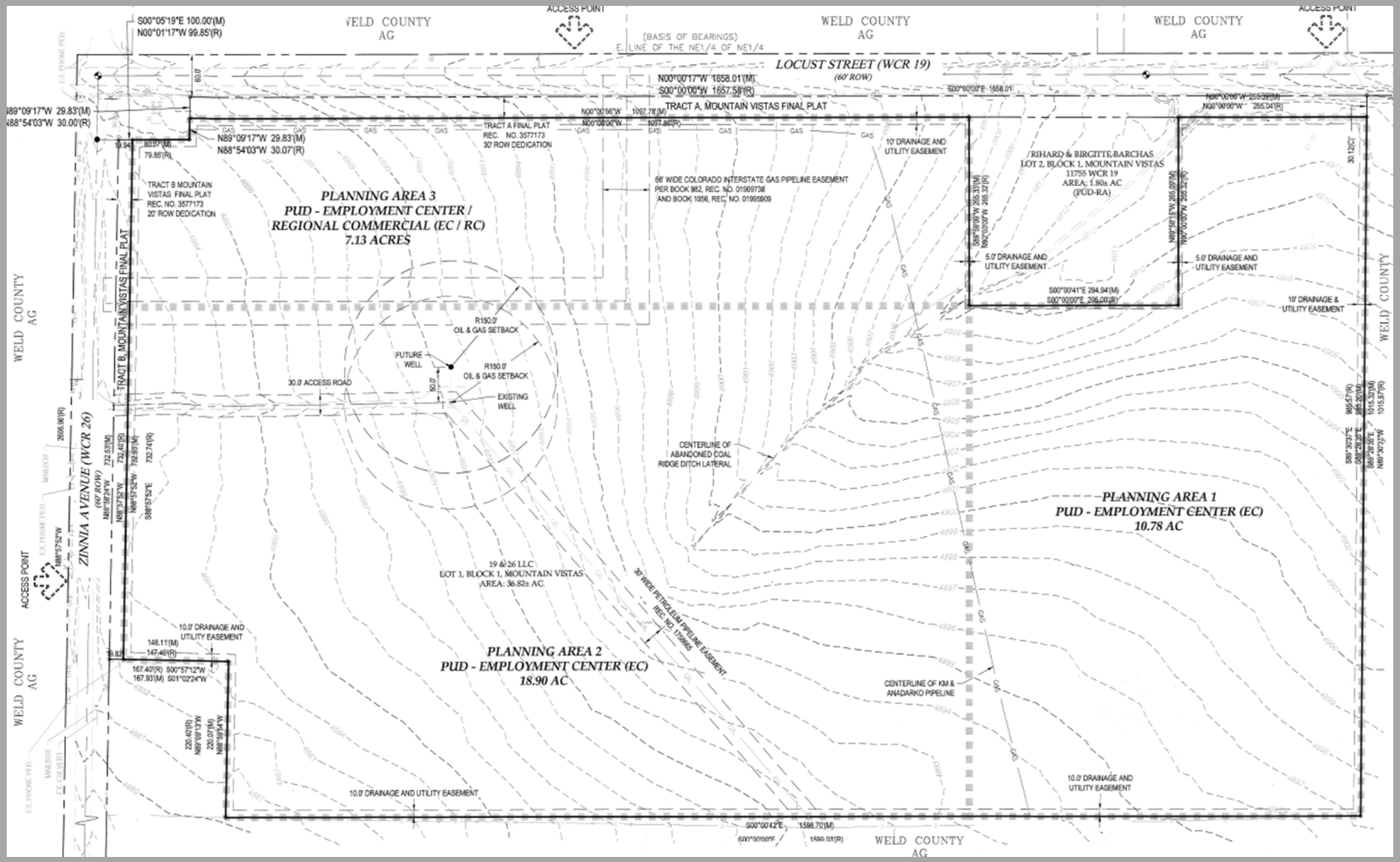
AND

LOT 1, 19 & 26 CROSSINGS FILING NO. 1 FINAL DEVELOPMENT PLAN

FIRESTONE
COLORADO

Board of Trustees – October 28, 2020

Outline Development Plan



19 & 26 Crossing

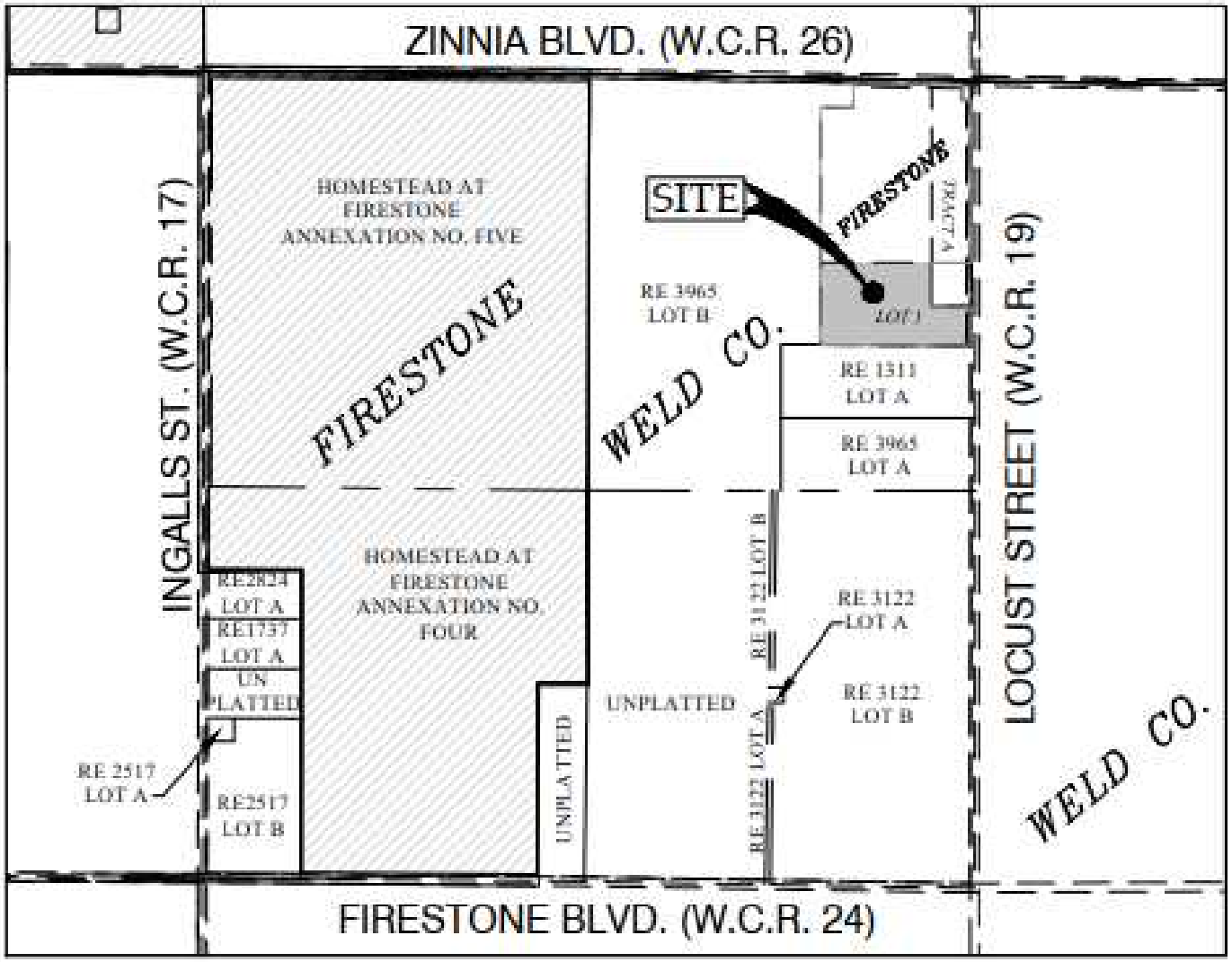
Final Plat &
Lot 1 Final Development Plan

Board of Trustees Hearing

October 28, 2020

permontesgroup

Vicinity Map

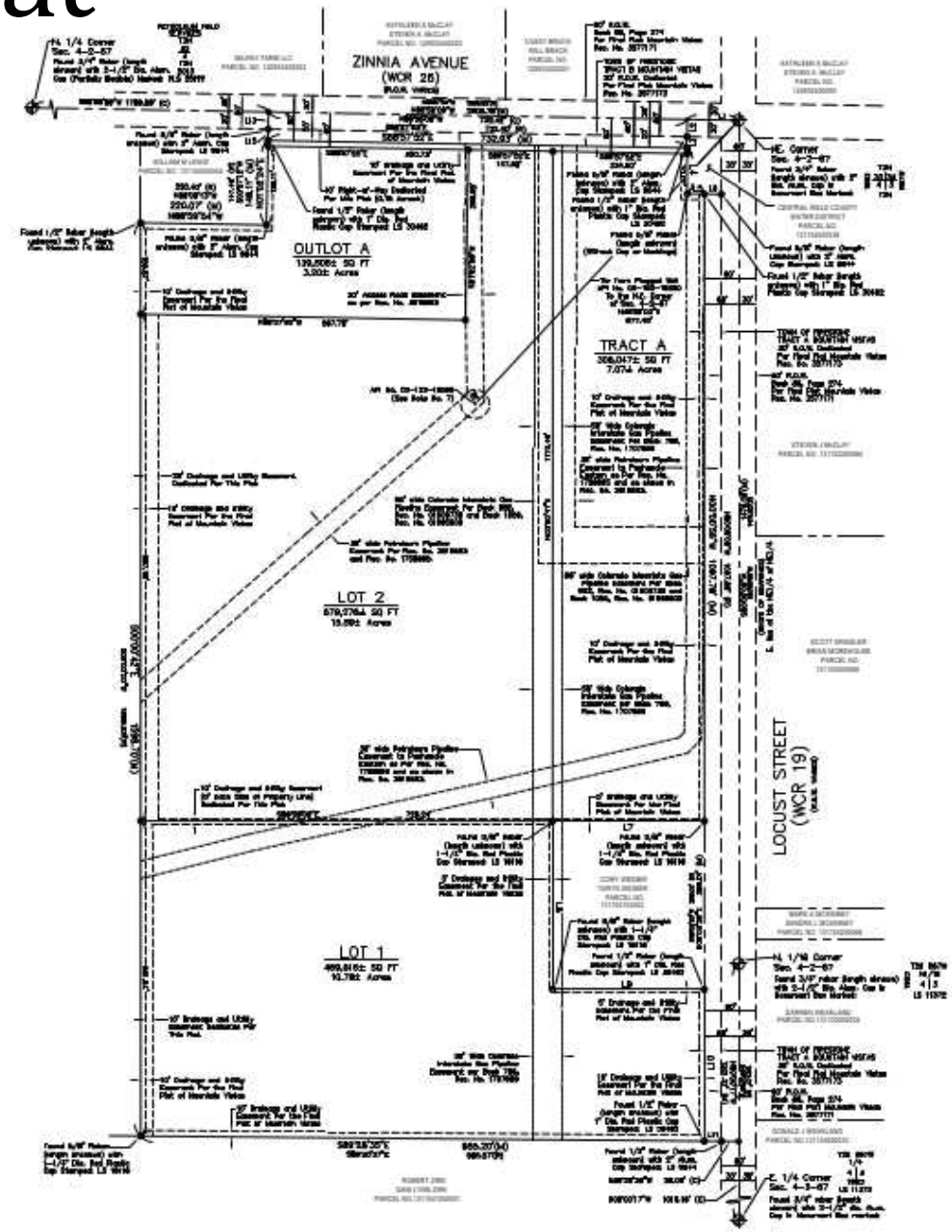


VICINITY MAP

1"= 1000'

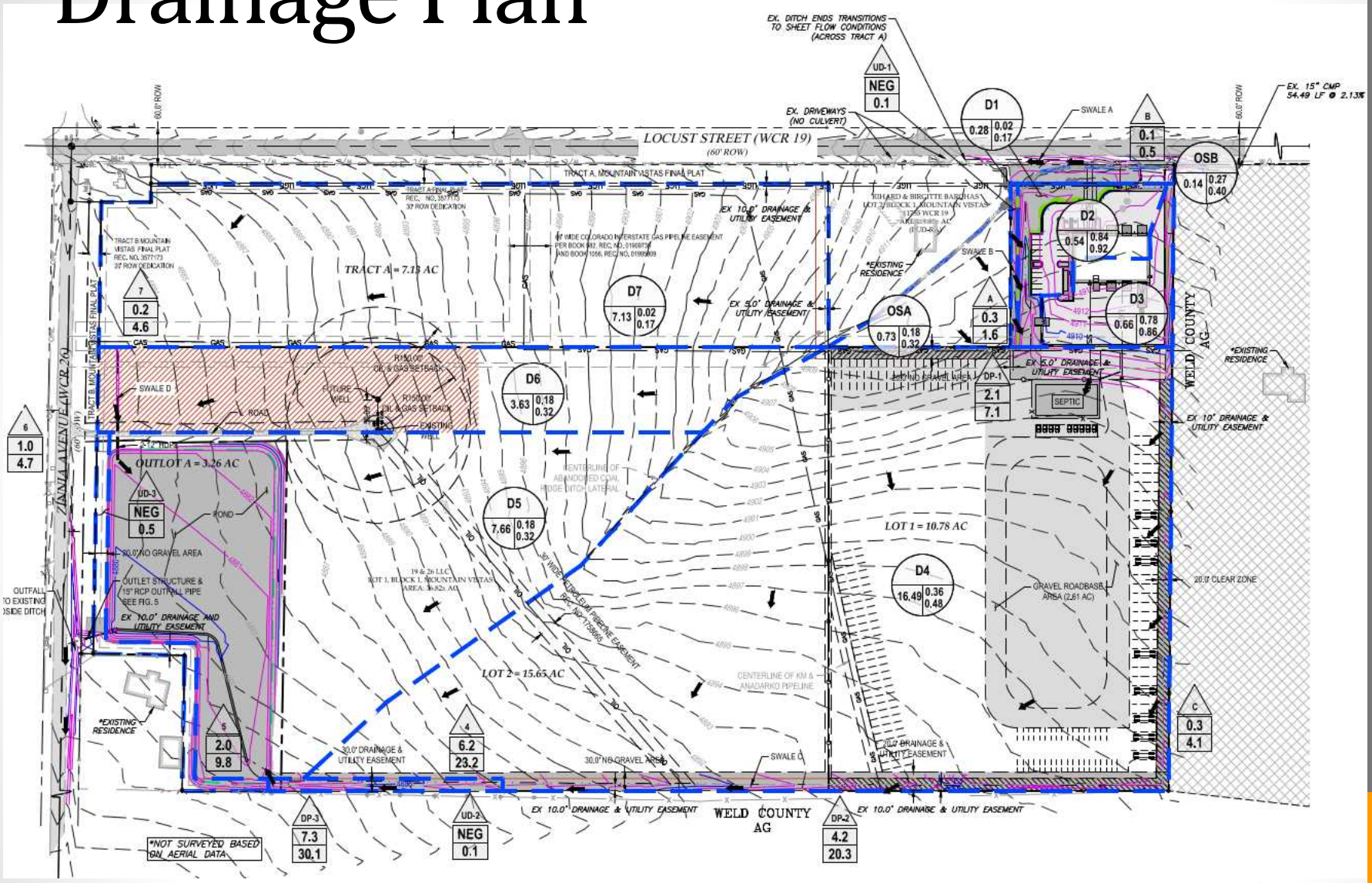
permontesgroup

Final Plat



permontesgroup

Drainage Plan



permontesgroup

Project Concept

- Lot 1, 19 & 26 Crossing will be developed into an industrial business and storage yard
  - 10,000 square foot building
  - 8.7-acre storage yard
- Zoning is PUD with Employment Center (EC) Land Use
- Architectural intent will maintain consistency in character and design with surrounding area

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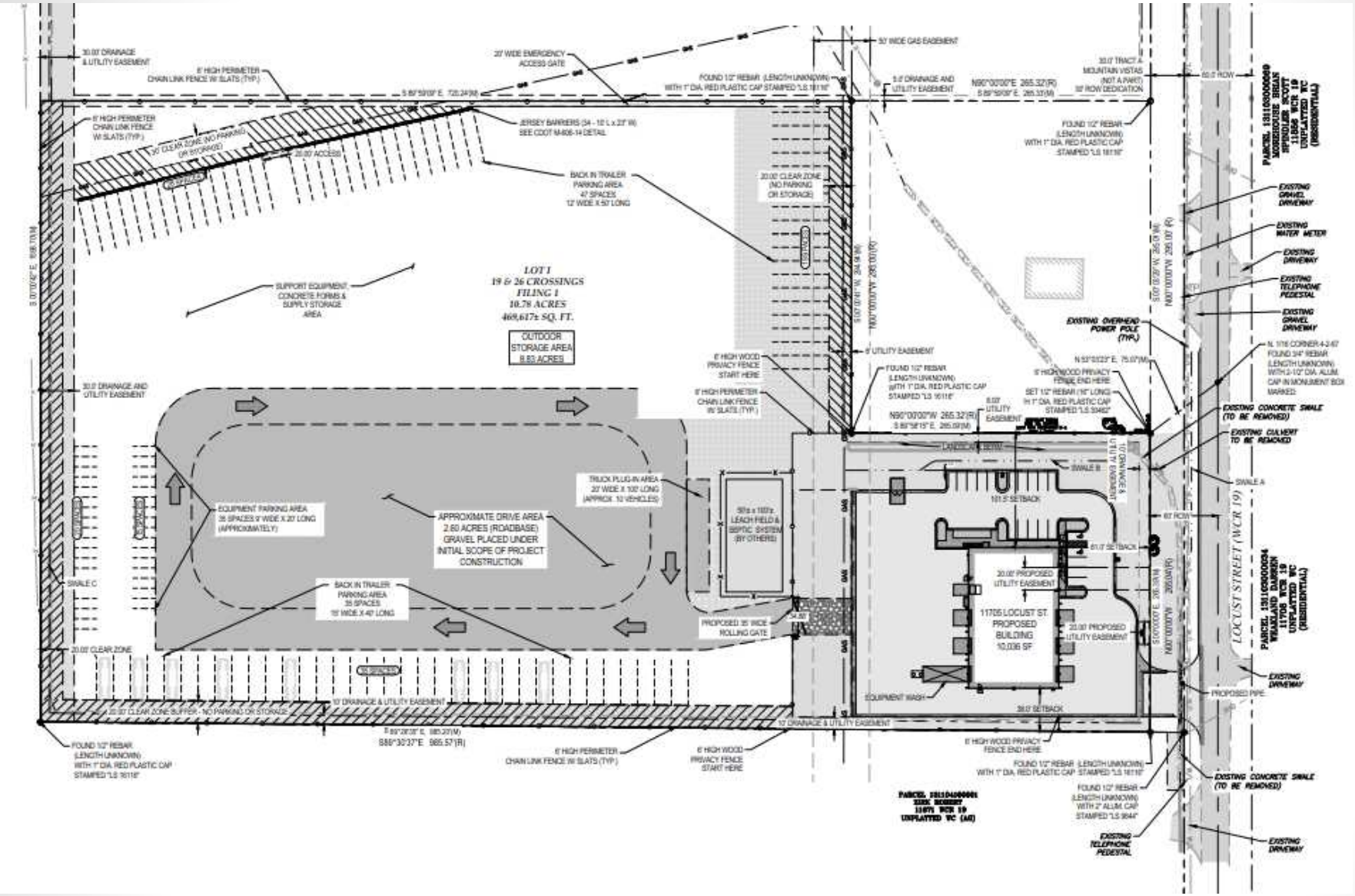
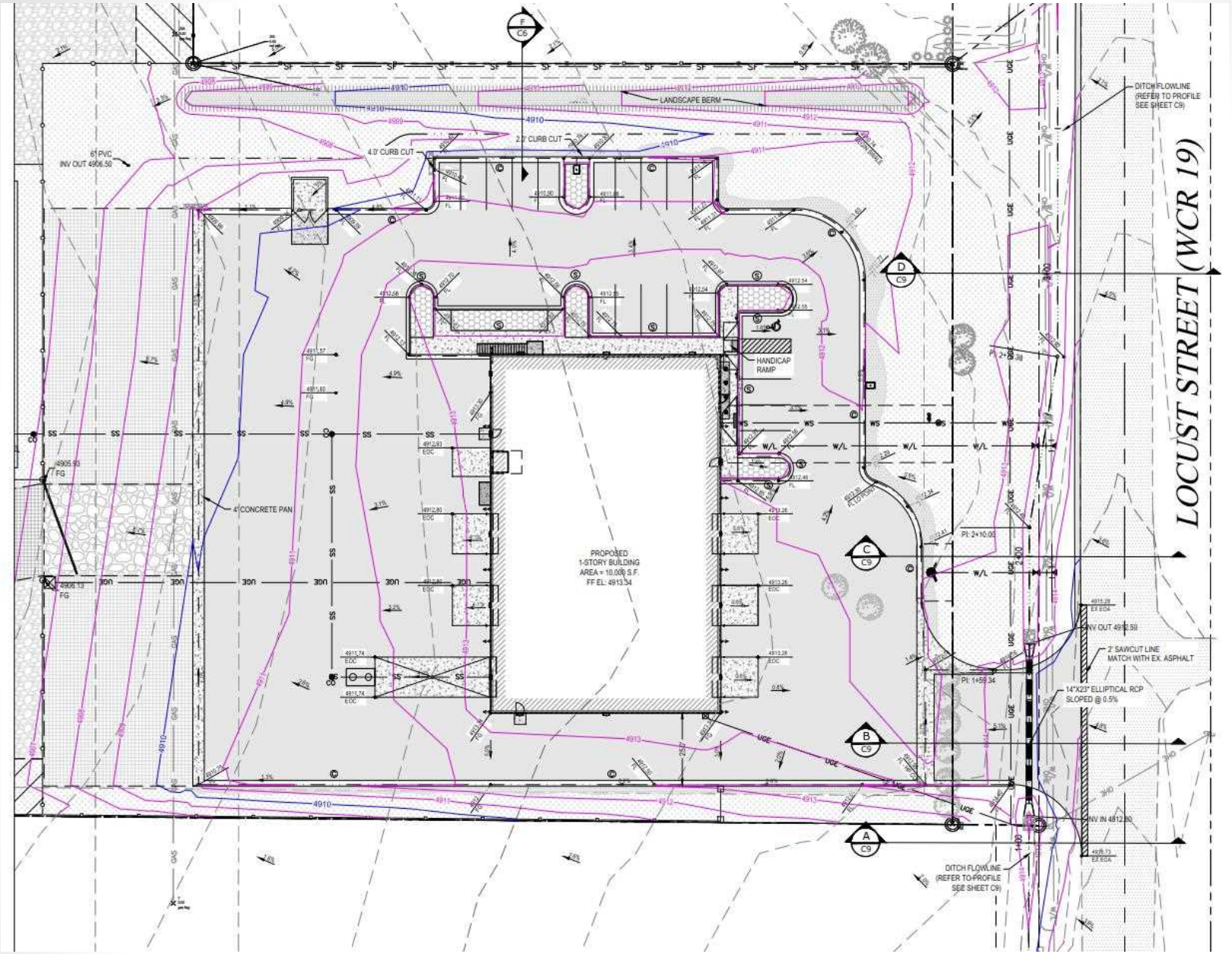


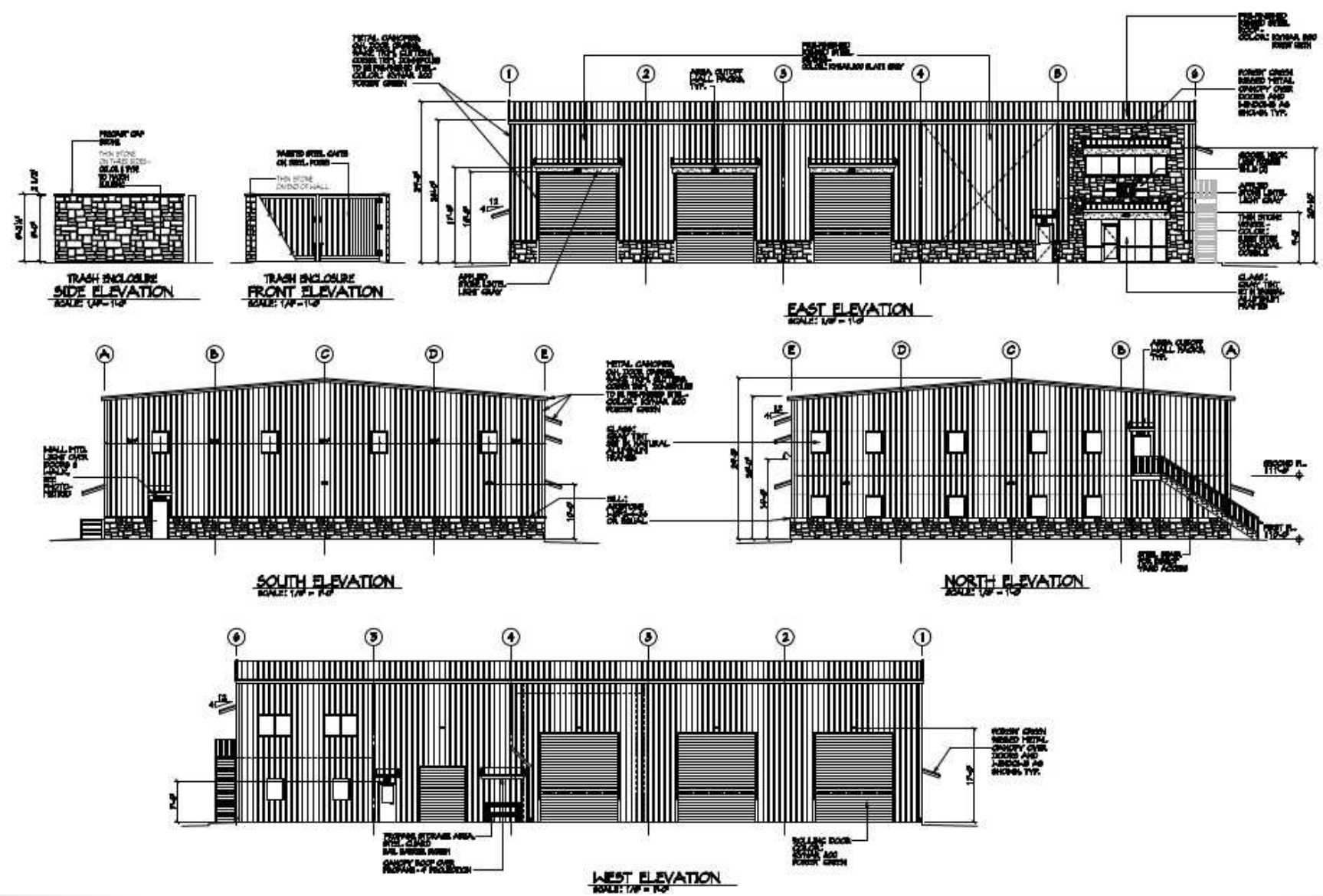
Overall Site Plan

permontesgroup



Grading Plan

permontesgroup



Architectural Elevations

permontesgroup

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 9.c **Land Development** **Meeting Date:** October 28, 2020 **Initiated By:** Todd Bjerkaas **Dept:** Planning & Development

AGENDA TITLE

PUBLIC HEARING: Ordinance 982: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AMENDING SECTIONS 16.3.3, 16.4.2, 16.6.4, 16.6.6, 16.6.8, 16.6.14, 16.7.2, 16.7.5, 16.11.3, 16.12.5, AND TABLES 4-1 AND 7.2 OF CHAPTER 16.04 (FIRESTONE DEVELOPMENT CODE) OF TITLE 16 OF THE FIRESTONE MUNICIPAL CODE

SUMMARY

During the work sessions leading up to and the hearings during which the new Firestone Development Code was considered, Town Staff mentioned the intent to present updates to the Planning & Zoning Commission and the Board of Trustees of the development code on an annual basis to be effective at the beginning of each calendar year. The purpose of an annual update is to correct typographical, formatting, and organization items as well as modifications for clarity, efficiency, and legality that are identified during the year but are not urgent or time-sensitive.

HISTORY AND PREVIOUS BOARD ACTION

The Planning & Zoning Commission considered the new Firestone Development Code (FDC) during a public hearing at its May 7, 2020, and May 21, 2020 regular meetings. The Commission approved Resolution PC-20-06 recommending approval of the Firestone Development Code on May 21, 2020.

The Town of Firestone Board of Trustees subsequently introduced the adopting ordinance on May 27, 2020, and held a public hearing to consider the Firestone Development Code on June 24, 2020. The Board adopted the FDC on June 24, 2020, and the code became effective on July 30, 2020.

The Planning & Zoning Commission considered the FDC Amendments contemplated in the attached Ordinance during a public hearing at its October 15, 2020 regular meeting. The Commission approved Resolution PC-20-18 recommending approval of the FDC Amendments to the Board of Trustees.

RECOMMENDATION

Staff recommends the Board of Trustees approve Ordinance 982, an ordinance approving amendments to the Firestone Development Code.

ALTERNATIVES

n/a

ATTACHMENTS

1. Ordinance 982 - 2021 FDC Annual Amendments
2. 2021 FDC Annual Update Redlines

FINANCIAL CONSIDERATIONS

n/a

ORDINANCE NO. 982

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AMENDING SECTIONS 16.3.3, 16.4.2, 16.6.4, 16.6.6, 16.6.8, 16.6.14, 16.7.2, 16.7.5, 16.11.3, 16.12.5, AND TABLES 4-1 AND 7.2 OF CHAPTER 16.04 (FIRESTONE DEVELOPMENT CODE) OF TITLE 16 OF THE FIRESTONE MUNICIPAL CODE

WHEREAS, Chapter 16.04 of the Firestone Municipal Code was enacted to adopt the Firestone Development Code ("FDC"), which establishes comprehensive regulations pertaining to the use and development of land within the Town of Firestone; and

WHEREAS, the Board of Trustees desires to amend various sections of the Firestone Development Code as part of the Town's overall annual FDC update process that will guide the growth and development of the Town and improve the administration of the FDC; and

WHEREAS, the Board of Trustees believes these amendments will improve the understanding and administration of the Firestone Development Code with regard to those regulations and their underlying goals.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:[1]

Section 1. Section 16.3.3.G.1.d.i, "Accessory Dwelling Units," of the Firestone Development Code is hereby amended to read as follows:

d. ***General Standards***
All accessory dwelling units shall meet the following standards:

i. *Districts Permitted*
Accessory dwelling units shall be permitted as accessory uses to single-family detached residential uses as depicted in Table 3-2. A minimum lot size of ~~5,000~~ 4,500 square feet is required.

Section 2. Section 16.3.3.G.5, "Keeping of Backyard Chicken Hens," of the Firestone Development Code is hereby amended to read as follows:

5. Keeping of Backyard Chicken Hens
The keeping of backyard chicken hens shall be a permitted accessory use to single-family detached dwelling units on lots greater than ~~5,000~~ 4,500 square feet in lot area that meet the following regulations:

[1] Additions to the current text of the Code are indicated by underlining, and deletions are indicated by ~~strikethrough~~.

Section 3. Table 4-1 is amended to appear as follows:

A. Dimensional and Density Standards

TABLE 4-1: DIMENSIONAL AND DENSITY STANDARDS – RESIDENTIAL AND COMMERCIAL DISTRICTS
(Additional standards may apply. See Use-Specific Standards in Section 3.2)

		Minimum Lot Standards		Minimum Setbacks (ft.) ②				Max Height (ft)
District	Max/Min Density (DU/Acre)	Width (ft)	Net Area ③ (sq ft)	Front	Street (all uses)	Interior Lot Line	Rear	
RR	1/na	100 (Flag lots: 50)	43,560	Principal: 30 Accessory: 40	30	10	Principal: 30 Accessory: 10	40
R-A	5/na	SFD: ~~50~~45 Corner: ~~60~~55 SFD-Alley: 35 Corner: 45 SFA: 25 Corner: 35 MF: none	SFD: ~~5,000~~4,500 SFD-Alley: 3,500 SFA: 2,000 SFA-Alley: 1,500 MF: 1,500 per DU	Principal SF: 14 10 for alley loaded 20 to front load garage Principal MF: 20 Accessory: 30	SF: 10 MF: 20	Principal SF: 5① Principal MF: 10① Accessory: 5①	Principal SF: 20 2 for alley loaded Principal MF: 20 Accessory SF: 5 Accessory MF: 10	Prin-SF: 35 Prin-MF: 45 Acc: 25
R-B	10/5							
R-C	20/10							

① Zero lot line setbacks shall be permitted for attached buildings provided that the building meets the zone district interior lot line setback on the side of the building not attached.

② Multiple principal buildings on a single lot shall be separated a distance equal to the distance that would be required if they were separated by a lot line.

③ Net area is the size of the lot; not to include tracts and streets and their right-of-ways.

Section 4. Section 16.4.2.A.1.b.ii, "General Setback Requirements," of the Firestone Development Code is hereby amended to read as follows:

ii. *Unroofed Landings, Decks and Stairs*
Unroofed landings, decks and stairs may encroach into side and rear required setbacks, provided that the floor shall not extend higher than thirty (30) inches above the finished grade level and the projection is at least five (5) feet from the lot line.

Section 5. Section 16.4.2.A.1.e of the Firestone Development Code is hereby deleted in its entirety.

Section 6. Section 16.6.4.F.2, "General Landscaping Requirements and Standards," of the Firestone Development Code is hereby deleted in its entirety and re-enacted to read as follows:

2. Artificial Materials

a. *General Standards*

i. Location, materials, appearance, installation, and maintenance of artificial turf areas shall comply with all requirements of this FDC.

ii. Artificial turf shall be natural in appearance and integrated into the overall landscape design.

iii. Turf material and aggregate or infill materials shall not be toxic to humans or pets or be harmful to the environment.

b. ***Locations***

i. For single-family dwellings, artificial turf shall be limited to a maximum of seventy-five (75) percent of the rear or side yard area. A minimum of twenty (25) percent of the rear and side yard landscape area shall be permeable surfaces with living and organic landscape material. The maximum area of artificial turf shall consider other impervious surfaces such as patios and walkways to ensure a minimum of twenty-five (25) percent of the yard area remains a permeable surface with living and organic landscape material.

ii. Artificial turf shall be permitted in multi-family residential and non-residential developers pursuant to the requirements of this FDC.

iii. A minimum of three (3) foot buffer comprised of permeable surfaces with living and organic landscape material shall be required between the edge of the artificial turf and any property line.

iv. Artificial turf shall not be installed on slopes greater than a five to one (5:1) slope.

v. Artificial turf placement, particularly under the dripline of trees, shall avoid negative impacts to trees at the time of placement and during the lifespan of the tree.

c. ***Materials***

i. The blade material shall be made of either lead-free polyethylene, polypropylene, vegetable based product or a blend of the three (3). Nylon or other plastic shall be prohibited.

ii. Backing

(A) The backing shall be of a lead-free polyethylene, polypropylene, vegetable based product or a blend of the three. Felt backing is not permitted

(B) The backing shall be permeable with holes spaced in a uniform grid pattern not to exceed four (4) inches by six (6) inches on center.

iii. Materials shall be protected with a minimum of an eight (8) year warranty.

iv. All materials shall be non-flammable.

d. ***Appearance***

i. Blade yarn colors shall mimic natural turf including green blade color(s) and include a tan thatch layer.

ii. Blade pile height shall be between one and three-quarters (1.75) inches and three (3) inches.

iii. Pile face weight shall be at least seventy (70) ounces.

e. ***Installation***

i. Artificial turf shall be installed in accordance with manufacturer specifications.

ii. The drainage pattern of the lot shall not be impeded or altered by the installation of artificial turf.

iii. Artificial turf shall be installed over a compacted and porous aggregate base material that is a minimum of three (3) inches deep to allow for adequate drainage both horizontally and vertically and to prevent excessive runoff or pooling. Artificial turf shall not be installed over existing grass or compacted dirt.

iv. Artificial turf shall be anchored at all edges and seams.

v. Artificial turf seams shall be taped or glued and not sewn.

vi. Artificial turf shall be separated from other landscape areas by a bender board, concrete curbing or similar material to conceal edges of the turf.

f. ***Maintenance***

i. Artificial turf shall be maintained in a manner to mimic healthy living turf.

ii. Artificial turf shall be cleaned as necessary and groomed to maintain its appearance.

iii. Artificial turf areas shall not contain weeds, holes, tears, stains, discolorations, seam separations, uplifted surfaces, heat degradation, depressions, odors, excessive wear, or similar deformities and measures of deterioration. Damaged or worn areas shall be repaired or removed and replaced in manner that results in consistent appearance with the existing artificial turf.

iv. Artificial turf shall be replaced after the life expectancy has been reached.

v. Infill material shall be a non-toxic anti-microbial material such as silica sand or acrylic coated sand to prevent odors and bacteria formation. Crumb rubber filler shall be prohibited.

g. ***Limitations***

Artificial turf or other artificial materials shall not be used as a means of complying with the live plant material landscaping regulations of this section

h. ***Permits***

Any person seeking to install artificial turf must first apply for and obtain a permit from the Town. All permit applications shall be submitted on a form supplied by the Town, and for single-family dwellings no fee shall be required to issue a permit under this section

Section 7. Section 16.6.6.E.3, "Parking Alternatives," of the Firestone Development Code is hereby amended to read as follows:

3. Old Town District Parking

a. ***Commercial Uses***

There shall be no minimum off-street parking requirements for any commercial use in the OTC district.

b. ***Residential Uses***

There shall be minimum off-street parking requirements for any residential uses in the OTR District and for non-conforming residential uses in the OTC District. ~~Old Town districts.~~

Section 8. Section 16.6.8.C.8, "Standards for the Neighborhood Center (NC), Regional Commercial (RC), and Public Land and Institutions (PLI)," of the Firestone Development Code is hereby amended to read as follows:

8. Bright Colors

Intense, bright, or fluorescent colors shall not be used as the predominant color on any wall or roof of any primary or accessory structure. These colors may be used as building accent colors, but shall not constitute more than ten (10) percent of the area of each elevation of a building. Permitted sign areas shall be ~~excluded from~~ included in this calculation.

Section 9. Section 16.6.14.A.3, "Existing Oil and Gas Wells and Production Facilities," of the Firestone Development Code is hereby amended to read as follows:

3. In order to minimize the impact on streets and pedestrian paths and tracking of debris onto streets and pedestrian paths, subdivision design shall provide the following Town requirements and improvements for access roads to oil and gas wells and associated production facilities:

a. Subdivision shall minimize the need for access roads to connect to streets with local street classifications.

b. An access plan for the well and production facilities shall be submitted to the Town identifying which local streets that are impacted by well access needs. The streets identified shall be designed to address the weight load requirements of the vehicles accessing the well and production facilities.

c. The well and production facilities access road shall be improved as a hard surface (concrete or asphalt) for the first one-hundred (100) ~~200~~ feet from the street, sidewalk, or trail and then improved as a crushed surface (concrete or asphalt) for the next one-hundred (100) feet past the hard

surface in the appropriate depth to support the weight load requirements of the vehicles accessing the well and production facilities.

d. The Town may require the developer to gate or restrict access (bollards) to the access road to minimize unauthorized use of the access.

e. If an access road intersects with a pedestrian trail or walk, the developer shall pave, as a hard surface (concrete or asphalt), the access road one-hundred (100) feet either side of the trail or walk and if necessary, replace the trail or walk to address the weight load requirements of the vehicles accessing the well and production facilities.

f. All proposed access road changes or restrictions shall be approved by the mineral right owner before Final Plat or Final Development Plan approval.

Section 10. Section 16.6.14.B.3, "Abandoned Oil and Gas Wells and Production Facilities," of the Firestone Development Code is hereby amended to read as follows:

3. All subdivisions with wellheads abandoned and reclaimed in accordance with state law and COGCC regulations shall use the following standards to plat lots and streets:

a. Streets may be platted over abandoned wellheads if conflicts do not occur with infrastructure requirements within the street.

b. A non-residential lot may contain an abandoned wellhead. The plat shall identify a building setback of fifty (50) feet from the monumented abandoned wellhead

c. A residential lot one (1) acre or greater in area may contain an abandoned wellhead. The Final Plat shall identify a building setback of fifty (50) feet from the monumented abandoned wellhead.

d. ~~c.~~ Abandoned wellheads, and the required setback of fifty (50) feet surrounding the abandoned wellhead, shall not be located in single-family lots.

e. ~~d.~~ Abandoned wellheads, and the required setback of fifty (50) feet surrounding the abandoned wellhead, shall not be located in multi-family lots.

f. ~~e.~~ In subdivisions where an abandoned wellhead cannot be placed in a street or non-residential lot meeting the standards of this Subsection; the abandoned wellhead shall be placed in a tract. The abandoned wellhead and required setback surrounding the abandoned wellhead may not be located in a Town required park as outlined in Section 6.3. ~~park.~~

Section 11. Table 7.2 is amended to appear as follows:

TABLE 7.2: SUMMARY OF DEVELOPMENT REVIEW PROCEDURES

NOTE: This table summarizes the processes and procedures contained in Chapter 7.

Y = Yes – The Common Procedure Applies
(7.XX) = The Section listing the Additional or Modified Procedure for a Specific Application
Blank Field = Not Applicable

Procedure	Step 1 Pre-App Conf.	Step 2 Submittal	Step 3 Comp. Review	Step 4 ~~Neigh. Meeting~~Referral	Step 5 ~~Referral~~ Neigh. Meeting	Step 6 Notice	Step 7 Hearing	Step 8 Decision/ Findings	Step 9 Approval Criteria	Step 10 Conditions	Step 11 Amend	Step 12 Lapse
Annexation	Y	Y (7.3)	Y	Y (7.3)	~~Y (7.3)~~	Y (7.3)	Y	Y (7.3)	Y (7.3)	Y		Y (7.3)
Initial Zoning	Y	Y	Y	Y	Y	Y	Y	Y (7.4)	Y (7.4)	Y		Y
Rezoning	Y	Y	Y	Y	Y	Y	Y	Y (7.4)	Y (7.4)	Y		Y (7.4)
Rezoning: Overlay	Y	Y (7.4)	Y	Y	Y	Y	Y	Y (7.4)	Y (7.4)	Y	Y (7.4)	Y (7.4)
Rezoning: PUD	Y (7.5)	Y (7.5)	Y	Y	Y	Y	Y	Y (7.5)	Y (7.5)	Y	Y (7.5)	Y (7.5)
Subdivision: Preliminary Plat	Y	Y (7.6.C)	Y	Y	Y	Y	Y	Y (7.6.C)	Y (7.6.C)	Y	Y	Y (7.6.C)
Subdivision: Final Plat	Y	Y (7.6.D)	Y	Y	~~Y~~			Y (7.6.D)	Y (7.6.D)	Y	Y	Y
Subdivision: Minor Plat	Y	Y	Y	Y	~~Y~~			Y (7.6.E)	Y (7.6.E)	Y	Y	Y
Subdivision: Non-Residential Plat	Y	Y	Y	Y	Y	Y	Y	Y (7.6.F)	Y (7.6.F)	Y	Y	Y
Minor Modification								Y (7.7)	Y (7.7)			
Variance	Y	Y	Y (7.8)	Y	~~Y~~	Y	Y	Y (7.8)	Y (7.8)	Y		Y (7.8)
Vacation	Y	Y	Y	Y ~~(7.9)~~	Y (7.9)			Y (7.9)	Y (7.9)	Y		
Final Development Plan	Y	Y	Y	Y	~~Y~~			Y (7.10)	Y (7.10)	Y	Y (7.10)	Y (7.10)
Special Review Use	Y	Y	Y	Y	Y	Y	Y	Y (7.11)	Y (7.11)	Y	Y	Y (7.11)
Architectural Review	Y	Y	Y	Y	~~Y~~			Y (7.12)	Y (7.12)	Y	Y	Y (7.12)
Temporary Use Permit	Y	Y (7.14)	Y	Y	~~Y~~			Y (7.14)	Y (7.14)	Y	Y	Y (7.14)
Amendment to Text of this FDC						Y (7.19)	Y (7.19)	Y (7.19)	Y (7.19)			

Section 12. Section 16.7.2.A.3, "Step 1 (Pre-Application Conference)," of the Firestone Development Code is hereby amended to read as follows:

3. Initiation of Pre-Application Conference

The applicant shall request a Pre-Application conference with the Planning & Development Department. ~~and pay the required fee, if applicable.~~ With the request for a Pre-Application conference, the applicant shall provide to the Planning & Development Department a description of the character, location, and magnitude of the proposed development and any other supporting documents, such as maps, drawings, models, and the type of application. It is the applicant's responsibility to provide sufficiently detailed plans and descriptions of the proposal for staff to make the informal recommendations discussed below.

Section 13. Section 16.7.2.B.5.c, "Step 2 (Development Application Submittal)," of the Firestone Development Code is hereby amended to read as follows:

c. Recovery of Costs

The applicant shall pay the development review fees and initial deposit imposed pursuant to this Section at the time of submittal of any development application. The initial deposit shall cover the costs billed by the Town for costs incurred, as required, for processing and reviewing the development application, including attorney fees, review fees from consultants acting as staff, referral agencies, or other fees. ~~A cost recovery agreement in a form approved by the Town Attorney must be submitted with the application and development review fee and deposit. This agreement requires the applicant to be responsible for all costs incurred by the Town during the Town's processing of the application.~~ Should the application be withdrawn at any time, the deposit shall be adjusted

to cover the Town's actual costs, including overhead, up to that time. Any funds remaining on deposit at the time of the completion or withdrawal of the application shall be returned to the depositor, after accounting for expenses incurred to date.

Section 14. Section 16.7.2.D, "Step 4 (Neighborhood Meeting)," of the Firestone Development Code is hereby deleted in its entirety and re-enacted to read as follows:

D. Step 4: Application Referral, Review and Staff Report

After determining that a development application is complete, Town Staff shall process the development application in the following manner.

1. **Referral Packets**
   Staff shall notify the applicant of the type and number of copies of the application and submittal information required for distribution to referral agencies. Staff shall distribute the submittals to designated referral agencies for review.

2. **Referral Review**
   Referral agencies shall provide comments to Town Staff on the application(s) within twenty-one (21) days of receiving a referral packet. The applicant is encouraged to meet with referral agencies prior to the end of the referral period. The applicant is required to pay fees assessed by referral agencies.

3. **Resolution of Issues**
   Staff shall compile and review all referral comments and provide a copy of all comments to the applicant. The applicant shall resolve outstanding issues to the maximum extent reasonably practicable. The applicant shall provide the Town with written responses addressing all referral and staff comment issues. At the discretion of the Director, referral comments requiring significant changes to a development application, plan or proposal may require re-referral to any and all referral agencies.

4. **Staff Report**
   After staff has scheduled an application for a review or public hearing, staff shall prepare a Staff Report. The Staff Report shall indicate whether, in the opinion of the staff, the development application complies with all applicable standards of this FDC. Staff may recommend approval, denial or conditions for approval may also be recommended to eliminate any areas of non-compliance or mitigate any adverse effects of the development proposal. The Staff Report shall be made available for inspection and copying by the applicant and the public prior to the scheduled public hearing on the development application.

Section 15. Section 16.7.2.E, "Step 5 (Application Referral, Review and Staff Report)," of the Firestone Development Code is hereby deleted in its entirety and re-enacted to read as follows:

E. Step 5: Neighborhood Meeting

In general, the Neighborhood Meeting should occur after the applicant has received the first round of referral responses as outlined in Subsection 7.2.D above.

1. **Purpose**
The purpose of a neighborhood meeting is to provide an informal opportunity to inform the residents and landowners of the surrounding neighborhood(s) of the details of a proposed development and application, how the developer intends to meet the standards contained in this FDC, and to receive public comment and encourage dialogue at an early time in the review process. No decision regarding the application will be made at the Neighborhood Meeting.

2. **Applicability**
A neighborhood meeting shall be required for any development proposal that will be subject to Planning & Zoning Commission and/or Board of Trustees review, unless otherwise indicated in this Chapter. However, the Director may waive the neighborhood meeting requirement if it is determined that the development proposal would not have significant impacts in any of the areas listed below. The waiver shall be in writing and shall be included as part of the case record.

   a. Traffic;

   b. Natural resources protected under this FDC;

   c. Provision of public services such as safety, schools, or parks;

   d. Compatibility of building design or scale; or

   e. Operational compatibility, such as lighting, hours of operation, odors, noise, litter, or glare.

3. **Notice of Neighborhood meeting**
The applicant shall give mailed and posted notice of the neighborhood meeting to property owners, pursuant to the general notice provisions of Subsection 7.2.F. An affidavit shall be submitted to the Town, by the applicant, stating that the notice requirement has been met.

4. **Attendance at Neighborhood Meeting**
If a neighborhood meeting is required, the applicant or applicant's representative shall attend the meeting. The applicant shall be responsible for scheduling the meeting, coordinating the meeting, and for retaining an independent facilitator if needed. Attendance at the meeting by Town Staff is not required.

5. **Summary of Neighborhood Meeting**
The applicant shall prepare a written summary including a list of attendees of the neighborhood meeting. The written summary shall be provided to Town Staff prior to noticing of any public hearing and included in the case record.

Section 16. Section 16.7.2.L, "Step 12 (Lapse)," of the Firestone Development Code is hereby amended to read as follows:

L. Step 12: Lapse

1. If applicable, the lapse of approval time frames established by the procedures of this FDC may be extended only when all of the following conditions exist:

   a. The provisions of this FDC must expressly allow the extension;

   b. An extension request must be filed prior to the applicable lapse-of-approval deadline;

   c. The extension request must be in writing and include justification; and

   d. Unless otherwise noted, authority to grant extensions of time shall rest with the decision-making body that granted the original approval.

2. The conditions of such approvals (if applicable) shall be met within ninety (90) days of approval. The approved documents shall be recorded (if applicable) within ninety (90) days of approval <u>or as otherwise approved by the Decision-Making Body</u>. Upon written request by the applicant, the Director may grant one (1) extension for a maximum of ninety (90) days due to unique circumstances that make it impractical to meet conditions of approval or record the approved documents within ninety (90) days from approval.

3. Approvals of land use applications shall be null and void and shall automatically lapse if not completed or recorded within the approval time frames established by the procedures of this FDC.

<u>Section 17</u>. Section 16.7.5.B.5, "Step 11 (Minor Modifications and Amendments)," of the Firestone Development Code is hereby amended to read as follows:

5. Step 11: (Minor Modifications and Amendments)

~~a. A request to change an approved PUD-DP may be filed the owner(s) of the fee interest of land within a subarea, platted lot, or metes and bounds parcel to which the proposed change applies, but shall be signed only by all the only by all the owners or agents of the owners of the property within the subarea, platted lots, or metes and bounds parcels to which the proposed amendment applies.~~

<u>a</u> ~~b~~. Any changes that constitute amendments under Section 2.5.D.7 require the filing of new application for a PUD District, subject to the submittal requirements listed above in Section 7.5.B.2., and shall follow the process identified in Subsection 7.5.B. The Board of Trustee's action regarding an application for an amended PUD-DP shall be by ordinance, following a recommendation from the planning commission.

<u>Section 18</u>. Section 16.7.5.B.6.a, "Step 12 (Lapse)," of the Firestone Development Code is hereby amended to read as follows:

6. Step 12: (Lapse)
Applicable, as modified:

a. The PUD-DP and other appropriate associated documents to the approved PUD zone district shall be recorded within ninety (90) days of approval or as otherwise approved by ordinance, unless stated otherwise in such approval. Upon written request by the applicant or staff, the Director may grant two (2) extensions for a maximum of sixty (60) days each due to unique circumstances that make it impracticable to file the documents.

Section 19. Section 16.11.3, "Terms Defined," of the Firestone Development Code is hereby amended to add the following definitions, to be inserted alphabetically:

Fire District.
The Frederick-Firestone Fire Protection District.

HOA/Metro District Facility
A building, structure or facility available for recreational clubs and activities. Such uses commonly include gathering areas, tennis courts, swimming pools, restaurants for members and guests only, and gymnasiums. Such uses may be either public or private, but typically are intended only for the residents and guests of a particular residential development or neighborhood and typically owned or operated by a Homeowners' Association or Metropolitan District.

Recreation Center
A facility primarily featuring equipment for exercise and other active physical fitness conditioning or recreational sports activities, such as swimming, skating, racquet sports, aerobic dance, gymnasium facilities, yoga, and other kinds of sports and fitness facilities

Section 20. Section 16.11.3, "Terms Defined," of the Firestone Development Code is hereby amended by deleting the terms "neighborhood recreation center," "fitness and recreational sports center," and "approach surface" in their entirety.

Section 21. Section 16.11.3, "Terms Defined," of the Firestone Development Code is hereby amended by modifying the following definitions, to read as follows:

Recreation and Entertainment, Indoor
Indoor Recreation and Entertainment uses provide recreation or entertainment activities within an enclosed environment. Accessory uses may include concessions, snack bars, parking, and maintenance facilities. Specific use types include, but are not limited to: **Adult Amusement or Entertainment; Commercial Amusement, Indoor; ~~Fitness and Recreational Sports Center;~~ Shooting Range, Indoor; or Sports Arena**.

Subdivision (lot line adjustment)
A consolidation of two (2) or more, but not more than six (6), previously platted lots for the purpose of creating a single lot; ~~or~~ the division of a single previously platted lot into two (2) lots; or the adjustment of property boundary lines between four (4) or fewer existing adjoining lots.~~lots.~~

Section 22. Section 16.12.5.A.9(e), "Additional Design Requirements," of the Firestone Development Code is hereby amended to read as follows:

e. Related Accessory Equipment. Accessory equipment for all WCFs shall meet the following requirements:

i. All buildings, shelter, cabinets, and other accessory components shall be grouped as closely as technically possible;

ii. The total footprint coverage area of the WCFs accessory equipment shall not exceed 350 square feet ~~unless approved by the Director through Alternative Equivalent Compliance~~;

iii. No related accessory equipment or accessory structure shall exceed 12 feet in height

iv. Accessory equipment, including but not limited too remote radio units, shall be located out of sight whenever possible by locating behind parapet walls or within equipment enclosures. Where such alternate locations are not available, the accessory equipment shall be camouflaged or concealed.

Section 23. 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 24. 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 25. 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

CHAPTER 1: GENERAL PROVISIONS

16.1.1 TITLE AND EFFECTIVE DATE

The Firestone Development Code may be referred to throughout this document as "this FDC."

16.1.2 AUTHORITY

This FDC is enacted pursuant to the powers granted and limitations imposed on municipalities by the laws of the State of Colorado, including without limitation C.R.S. §29-20-101 *et seq*. (Local Government and Land Use Enabling Act). This FDC has been adopted by reference into the Firestone Municipal Code (Ordinance No. 976) and as amended by Ordinance No. ___.

16.1.3 PURPOSE OF THIS TITLE

A. General Purpose

This FDC has as its general purpose the promotion of the health, safety, and general welfare of the Town of Firestone ("Town").

B. Specific Purposes

The provisions of this FDC are specifically intended to:

1. Foster quality, compatible, and efficient relationships among land uses;
2. Promote a healthy and convenient distribution of population by regulating and limiting the density of development;
3. Ensure greater public safety and accessibility through quality physical design and location of land use activities;
4. Encourage the efficient use of the available land supply;
5. Promote a balanced supply of residential, commercial, industrial, institutional, and transportation land uses that are substantially compatible with adjacent land uses and that have good access to transportation networks;
6. Preserve the character and quality of the Town's residential neighborhoods;
7. Promote a balanced, diverse supply of quality housing located in safe and livable neighborhoods;
8. Enhance the appearance, visual scale, orientation, quality, and mix of land uses of new developments;
9. Ensure that developments are substantially compatible with the Town's Comprehensive Master Plan;
10. Promote the vitality and development of the Town's major employment centers, town centers, and its other commercial and mixed-use districts;
11. Manage traffic congestion in the streets;
12. Ensure the provision of adequate open space for light, air, and recreation;
13. Preserve the value of buildings and land;
14. Manage the preservation of existing trees and vegetation, wetlands, floodplains, wildlife and habitat, stream corridors, scenic views, and other areas of scenic and environmental significance from adverse impacts of land development;

associated with a principal use, the total of all accessory use structures shall be subordinate in gross floor area, extent and purpose to the principal use.

Notwithstanding Subsection 3.3.G.1.d, the following are not required to be subordinate in gross floor area:

a. Barns and other agriculture buildings located in the AG district, shall be exempt.

b. Within the RR district, accessory structures shall not exceed two (2) times the gross floor area of the principal building.

G. Additional Standards for Specific Accessory Uses and Structures

1. Accessory Dwelling Units

a. ***Purpose***

Accessory dwelling units are intended to:

i. Provide a mix of housing that responds to changing family needs;

ii. Provide a means for residents, seniors, single parents and families with grown children to remain in their homes and neighborhoods, obtain extra income, security, companionship and services;

iii. Provide a broader range of accessible and more affordable housing;

iv. Create new housing dwelling units while respecting the look and scale of single-family detached neighborhoods; and

v. To establish a procedure to minimize potential impacts from these conversions on abutting single-family uses.

b. ***Exception from Impact Fee Requirements***

New accessory dwelling units shall not be subject to impact fee charges.

c. ***Construction of New Accessory Dwelling Units***

An accessory dwelling unit may be created by:

i. Converting an existing living area, attic, basement or garage;

ii. Addition of floor area to a single-family house;

iii. Construction of a detached accessory dwelling unit on the single-family lot; or

iv. Construction of a new single-family detached house with an internal or detached accessory dwelling unit.

d. ***General Standards***

All accessory dwelling units shall meet the following standards:

i. *Districts Permitted*

Accessory dwelling units shall be permitted as accessory uses to single-family detached residential uses as depicted in Table 3-2. A minimum lot size of 4,500~~5,000~~ square feet is required.

ii. *Where Permitted on Lot*

A permitted accessory dwelling unit shall comply with all applicable site and building design, access, and other standards in the zoning district in which the accessory dwelling unit will be located. Mobile homes, recreational vehicles, and travel trailers shall not be used as accessory dwelling units.

iii. *Size of Accessory Dwelling Unit*

b. Home occupations must be clearly secondary to the use of the building as a residence and shall not occupy more than twenty-five (25) percent of the total floor area.

c. The home occupation shall use the same water, electric and gas meters as the residence.

d. Home occupations shall be operated entirely from an enclosed structure with no exterior storage of business related vehicles, materials or equipment. The home occupation owner's individual business/personal passenger vehicle is exempt from this requirement.

e. There shall be no visible evidence of the operation, and it shall not change the residential character thereof.

f. Only persons residing in the residence can operate the home occupation at the residence. A maximum of two (2) non-occupant employees, independent contractors or others associated with the business may be at the residence at the same time for work, work assignments, supplies, etc.

g. The operation shall not generate objectionable traffic in the area, and off-street parking must be provided to accommodate all needs created by the home occupation.

h. The operation shall not be objectionable due to odor, dust, smoke, noise, vibration or other similar impacts.

i. The following uses, because of their tendency to go beyond the limits permitted for home occupations and thereby impair the use and value of the residential area shall not be permitted as home occupations: auto repair or motorized implement repair; dance, music or other types of instruction (if more than four (4) students are being instructed at one (1) time); dental offices; medical offices; the painting of vehicles, trailers or boats; private schools with organized classes; motor vehicle towing operation; barber shops having more than one (1) chair, beauty shops having more than one (1) chair; welding shops; nursing homes; bed and breakfast and other such transient lodging; and retail sales where products are stocked and sold to purchasers at the home occupation residence like a retail store.

5. Keeping of Backyard Chicken Hens

The keeping of backyard chicken hens shall be a permitted accessory use to single-family detached dwelling units on lots greater than ~~5,000~~4,500 square feet in lot area that meet the following regulations:

a. No more than six (6) backyard chicken hens are permitted per dwelling unit.

b. Roosters are prohibited.

c. Backyard chicken hens are required to be located within a designated chicken coop and chicken run that meet the following standards:

i. The chicken coop and chicken run shall be located in the rear yard of a property.

ii. The chicken coop and chicken run, nor any part thereof, shall be located between the rear of the principle structure and the front yard lot line.

iii. The chicken coop and chicken run shall have a minimum five (5) foot setback from any side or rear property line.

iv. The chicken coop shall not be located within any utility easement.

A. Dimensional and Density Standards

TABLE 4-1: DIMENSIONAL AND DENSITY STANDARDS – RESIDENTIAL AND COMMERCIAL DISTRICTS
(Additional standards may apply. See Use-Specific Standards in Section 3.2)

		Minimum Lot Standards		Minimum Setbacks (ft.) ②				Max Height (ft)
District	**Max/Min Density (DU/Acre)**	**Width (ft)**	**Net Area ③ (sq ft)**	**Front**	**Street (all uses)**	**Interior Lot Line**	**Rear**	
RR	1/na	100 (Flag lots: 50)	43,560	Principal: 30 Accessory: 40	30	10	Principal: 30 Accessory: 10	40
R-A	5/na	SFD: ~~50~~45 Corner: ~~60~~55 SFD-Alley: 35 Corner: 45 SFA: 25 Corner: 35 MF: none	SFD: ~~5,000~~4,500 SFD-Alley: 3,500 SFA: 2,000 SFA-Alley: 1,500 MF: 1,500 per DU	Principal SF: 14 10 for alley loaded 20 to front load garage Principal MF: 20 Accessory: 30	SF: 10 MF: 20	Principal SF: 5① Principal MF: 10① Accessory: 5①	Principal SF: 20 2 for alley loaded Principal MF: 20 Accessory SF: 5 Accessory MF: 10	Prin-SF: 35 Prin-MF: 45 Acc: 25
R-B	10/5							
R-C	20/10							

① Zero lot line setbacks shall be permitted for attached buildings provided that the building meets the zone district interior lot line setback on the side of the building not attached.

② Multiple principal buildings on a single lot shall be separated a distance equal to the distance that would be required if they were separated by a lot line.

③ Net area is the size of the lot; not to include tracts and streets and their right-of-ways.

16.4.2 MEASUREMENTS AND EXCEPTIONS

A. Setbacks

1. General Setback Requirements

a. ***Required Setbacks***

Setbacks shall be unoccupied and unobstructed by any structure or portion of a structure from thirty (30) inches above grade upward; provided, however, that fences, walls, trellises, poles, posts, ornaments, furniture and other customary yard accessories may be permitted in any setback subject to height limitations and requirements limiting obstruction of visibility.

i. A building, structure, or lot shall not be developed, used, or occupied unless it meets the minimum setback requirements set forth in Table 4-1 for the zoning district in which it is located, except as otherwise established in this FDC or unless a variance has been granted.

ii. A setback or other open space required by this FDC shall not be included as part of a setback or other open space required by this FDC for another building or structure or lot.

b. ***Encroachments into Required Setbacks, General***

The following structures may encroach into required front, side or rear setbacks as specified in this Subsection and as permitted by building code:

i. *Paved Patios or Terraces*

Paved patios or terraces may encroach into any required setback, provided that no structures placed on them shall violate other requirements of this FDC.

ii. *Unroofed Landings, Decks and Stairs*

Unroofed landings, decks and stairs may encroach into side and rear required setbacks, provided that the floor shall not extend higher than thirty (30) inches above the finished grade level and the projection is at least five (5) feet from the lot line.

iii. *Covered Decks and Exterior Balconies*

Covered Decks and exterior balconies may encroach into a required rear setback provided these encroachments are at least ten (10) feet from the rear lot line.

iv. *Incidental Architectural Features*

Cornices, eaves, canopies, window wells, chimneys, bay windows, ornamental features, and other similar architectural features may encroach not more than two (2) feet into any required setback.

v. *Covered Porches and Roofs Over Other Exterior Approaches*

Roofs over porches, stairways, landings, terraces, or other exterior approaches to pedestrian doorways may project up to four (4) feet into a front setback. The projection shall be at least ten (10) feet from the front property line.

vi. *Handicap Ramps*

The Director may allow the installation of handicap access ramps in required front, side, and rear setbacks. The design and placement of the ramps shall be reviewed to ensure that:

(A) The ramp has minimal visual impact on abutting properties;

(B) The width of the ramp does not exceed forty-eight (48) inches except as required by law.

vii. *Fences and Walls*
Fences and walls may project into any required setback and shall be in accordance with other requirements of this FDC.

c. ***Encroachments Into Easement and Right-of-ways Prohibited***
Encroachments shall not extend into any easement(s) or public right-of-way except as legally authorized by the easement holder.

d. ***Contextual Front Setbacks***
In addition to permitted projections described in Subsection 4.2.A.1.b above, the following exceptions to the front setback requirement for dwellings abutting local streets (not collector or arterial streets) are authorized for a lot in any district.

i. If there are dwelling units on both abutting lots with front setbacks of less than the required depth for the district, the front setback for the lot need not exceed the average front yard of the abutting dwelling units.

ii. If there is a dwelling unit on one (1) abutting lot with a front setback of less than the required depth for the district, the front setback for the lot need not exceed a depth one-half (1/2) way between the depth of the abutting lot and the required setback depth.

iii. Regardless of contextual front setback, any garage portion of the dwelling facing the front or street side shall have a setback of twenty (20) feet.

~~**e.** ***Corner Lots***~~
~~In the case of corner lots, unless the prevailing front setback pattern on adjoining lots indicates otherwise, front setbacks shall be provided on all frontages.~~

~~**f.**~~**e.** ***Corner Sight Distance (a.k.a. Sight or Vision Clearance Triangle)***
Where a driveway or private street intersects a public right-of-way or where property abuts the intersection of two (2) public right-of-ways, unobstructed sight distance as described in the Town Standards and Specifications shall be maintained at all times within the sight triangle area on the property adjacent to the intersection in order to ensure that safe and adequate sight distance is provided for the public use of the right-of-way.

B. Height Exceptions for Appurtenances

Except as specifically provided elsewhere in this FDC, the height limitations contained in this FDC do not apply to spires, belfries, cupolas, chimneys, heating and ventilation equipment, elevator housings, stairwell towers or similar appurtenances; provided, however, the following:

1. The appurtenance does not interfere with FAA Regulations;

2. The appurtenance does not extend more than twenty-five (25) feet above the maximum permitted building height;

3. The appurtenance is not constructed for the purpose of providing additional occupiable floor area in the building; and

4. The appurtenance complies with the screening requirements for mechanical equipment and appurtenances in Subsection 6.4.G.

8. Stormwater Facilities

a. To the maximum extent reasonably feasible, stormwater facilities shall be located, designed, and managed for use as year-round neighborhood open space and passive recreation areas. Alternatively, appropriately designed stormwater facilities may be located, designed, and managed to serve as an entryway feature for a development.

b. Stormwater facilities shall be designed to appear as an extension of the surrounding landscape, with a natural shape, natural slopes of four-to-one (4:1) or less and naturalized landscape plantings. Stormwater facilities shall be designed to allow for naturalization with trees and woody plant materials.

c. Berming to increase facility capacity shall be discouraged. If permitted, the maximum height of the berm shall be three (3) feet with berming to be contoured to take on a naturalized shape.

d. The use of concrete or other impervious materials in stormwater facilities shall be limited to areas necessary to prevent erosion that cannot be accomplished using other stormwater design or landscape techniques. Such erosion devices shall either be buried below live plant materials or designed in a naturalized manner.

e. In commercial and industrial developments, a more structured facility that is designed to complement the architecture and site design will be considered by the Town.

F. General Landscaping Requirements and Standards

1. Landscape Materials

Live plant materials shall be selected that are equally suitable for local soil and water conditions and would provide a high level of visual benefits. Plants shall not be invasive, noxious, or prohibited by the American Nursery and Landscape Association.

2. Artificial Materials

~~**a.** ***Location***~~

~~**b.** . Artificial turf shall be permitted in the rear yard and side yards of single-family dwellings per meeting the requirements of the FDC. Artificial turf shall be permitted in multi-family residential and non-residential developers pursuant to the requirements of this FDC.~~

~~**c.**~~**a.** ***General Standards***

i. Location, materials, appearance, installation, and maintenance of artificial turf areas shall comply with all requirements of this FDC.

ii. Artificial turf shall be natural in appearance and integrated into the overall landscape design.

iii. Turf material and aggregate or infill materials shall not be toxic to humans or pets or be harmful to the environment.

~~**d.**~~**b.** ***Locations***

i. For single-family dwellings, artificial turf shall be limited to a maximum of seventy-five (75) percent of the rear or side yard area. A minimum of twenty (25) percent of the rear and side yard landscape area shall be permeable surfaces with living and organic landscape material. The maximum area of artificial turf shall consider other impervious surfaces such as patios and walkways to ensure a minimum of twenty-five (25) percent of the yard area remains a permeable surface with living and organic landscape material.

ii. Artificial turf shall be permitted in multi-family residential and non-residential developers pursuant to the requirements of this FDC.

~~ii.~~iii. A minimum of three (3) foot buffer comprised of permeable surfaces with living and organic landscape material shall be required between the edge of the artificial turf and any property line.

~~iii.~~iv. Artificial turf shall not be installed on slopes greater than a five to one (5:1) slope.

~~iv.~~v. Artificial turf placement, particularly under the dripline of trees, shall avoid negative impacts to trees at the time of placement and during the lifespan of the tree.

~~e.~~c. ***Materials***

i. The blade material shall be made of either lead-free polyethylene, polypropylene, vegetable based product or a blend of the three (3). Nylon or other plastic shall be prohibited.

ii. Backing

(A) The backing shall be of a lead-free polyethylene, polypropylene, vegetable based product or a blend of the three. Felt backing is not permitted.

(B) The backing shall be permeable with holes spaced in a uniform grid pattern not to exceed four (4) inches by six (6) inches on center.

iii. Materials shall be protected with a minimum of an eight (8) year warranty.

iv. All materials shall be non-flammable.

~~f.~~d. ***Appearance***

i. Blade yarn colors shall mimic natural turf including green blade color(s) and include a tan thatch layer.

ii. Blade pile height shall be between one and three-quarters (1.75) inches and three (3) inches.

iii. Pile face weight shall be at least seventy (70) ounces.

~~g.~~e. ***Installation***

i. Artificial turf shall be installed in accordance with manufacturer specifications.

ii. The drainage pattern of the lot shall not be impeded or altered by the installation of artificial turf.

iii. Artificial turf shall be installed over a compacted and porous aggregate base material that is a minimum of three (3) inches deep to allow for adequate drainage both horizontally and vertically and to prevent excessive runoff or pooling. Artificial turf shall not be installed over existing grass or compacted dirt.

iv. Artificial turf shall be anchored at all edges and seams.

v. Artificial turf seams shall be taped or glued and not sewn.

vi. Artificial turf shall be separated from other landscape areas by a bender board, concrete curbing or similar material to conceal edges of the turf.

~~h.~~f. ***Maintenance***

Off-site parking spaces shall be located within a lot or tract in common ownership by all the owners of the properties that will use the lot or tract.

d. ***Ineligible Activities***

i. Off-site parking may not be used to satisfy the parking requirements for single-family residential uses.

e. ***Agreement for Off-Site Parking***

A written off-site parking agreement between the record owners shall be required. The agreement shall guarantee the use of the off-site parking area in perpetuity. An attested copy of the agreement between the owners of record shall be submitted to the Town for recordation in a form established by the Town Attorney. Recordation of the agreement shall take place before issuance of a building permit for any use to be served by the off-site parking area. An off-site parking agreement may be revoked only if all required off-street parking spaces will be provided in accordance with the requirements of this FDC. No use shall be continued if the parking is removed unless substitute parking facilities are provided, and the agreement shall not be amended or modified without Town consent.

f. ***On-street Parking***

On-street parking spaces in the right-of-way adjacent to the property may be counted to satisfy the minimum off-street parking requirements, if approved by the Director. In mixed-use districts, on-street parking meeting the above criteria shall be counted towards off-street parking requirements.

3. Old Town District Parking

a. ***Commercial Uses***

There shall be no minimum off-street parking requirements for any commercial use in the OTC district.

b. ***Residential Uses***

There shall be minimum off-street parking requirements for any residential uses in the OTR District and for non-conforming residential uses in the OTC District.~~Old Town districts.~~

4. Other Eligible Alternatives

At the Town's discretion, the Director may approve any other alternative to providing off-street parking spaces on the site of the subject development if the applicant demonstrates to the satisfaction of the Director that the proposed plan will protect surrounding neighborhoods, maintain traffic circulation patterns, and promote quality urban design to at least the same extent as would strict compliance with otherwise applicable off-street parking standards.

F. Off-Street Loading Requirements

No building or structure used for any commercial, business, industrial, or public/institutional use shall be erected, nor shall any such existing building or structure be altered so as to increase its gross floor area by twenty-five (25) percent, without prior provision for off-street loading space in conformance with the following minimum requirements:

1. Loading Hours

To the maximum extent practicable, loading and unloading, when not in a dedicated loading dock area, shall during off-peak or non-business hours to minimize disruption to businesses.

2. Location of Off-Street Loading Facilities

Loading facilities shall be in all cases on the same lot or parcel of land as the structure they are intended to serve and shown on the FDP. To the maximum extent reasonably feasible, loading areas shall be located to the rear of a site, shall not face adjacent residential areas or in an area with a residential zoning classification, and shall be oriented away from views

vi. Peaked roof forms;

vii. Outdoor patios;

viii. Display windows;

ix. Architectural tilework or moldings integrated into the building design; or

x. Integrated planters or wing walls that incorporate landscaped areas or seating areas.

5. Roofs

a. Where flat roofs are used, a parapet wall at least eighteen (18) inches in height shall be used on all sides of the structure. Long continuous runs of parapets shall be prohibited. Parapet detailing shall be integrated into overall building architecture.

b. On all structures exceeding two (2) stories in height, roofs shall internally drain, and external scuppers and wall drains shall be prohibited.

6. Ground Floor Treatment

Buildings shall incorporate a human scale at ground level on commercial buildings and along street facades and entryways through the use of such scale elements as windows, doors, columns, and beams.

7. Building Materials

a. No more than twenty-five (25) percent of each façade of the building shall be finished with metal material.

b. Vinyl siding, EIFS, and smooth face block are prohibited.

c. Façade building materials shall not create excessive glare when viewed from any public street or from any residential area. Mirrored glass is prohibited

8. Bright Colors

Intense, bright, or fluorescent colors shall not be used as the predominant color on any wall or roof of any primary or accessory structure. These colors may be used as building accent colors, but shall not constitute more than ten (10) percent of the area of each elevation of a building. Permitted sign areas shall be ~~excluded~~included from this calculation.

16.6.9 MANUFACTURING AND LIGHT INDUSTRIAL CATEGORIES AND DESIGN STANDARDS

A. Purpose

To encourage high-quality design appropriate for manufacturing and light industrial uses while promoting economic development, protecting adjacent uses and fostering a positive image for the community.

B. Application

All development or any structure in manufacturing and light industrial use categories in Chapter 3.

C. Standards

All standards from this Section 6.8.C. Standards for Neighborhood Center (NC), Regional Commercial (RC), and Public Land and Institutions (PLI) shall apply except as modified below.

1. Wall Articulation
Features shall be incorporated at least every one-hundred (100) feet in building length.

2. Ground Floor Treatment
Not applicable

(B) The non-residential lot is existing.

(C) The non-residential lot is proposed in a completed Preliminary Plat, Final Plat, or Minor Subdivision application submitted to the Town.

2. In a residential subdivision the well and associated production facilities shall be placed in a non-development tract.

3. In order to minimize the impact on streets and pedestrian paths and tracking of debris onto streets and pedestrian paths, subdivision design shall provide the following Town requirements and improvements for access roads to oil and gas wells and associated production facilities:

a. Subdivision shall minimize the need for access roads to connect to streets with local street classifications.

b. An access plan for the well and production facilities shall be submitted to the Town identifying which local streets that are impacted by well access needs. The streets identified shall be designed to address the weight load requirements of the vehicles accessing the well and production facilities.

c. The well and production facilities access road shall be improved as a hard surface (concrete or asphalt) for the first ~~2~~one-hundred (100)~~***200***~~ feet from the street, sidewalk, or trail and then improved as a crushed surface (concrete or asphalt) for the next one-hundred (100) feet past the hard surface in the appropriate depth to support the weight load requirements of the vehicles accessing the well and production facilities.

d. The Town may require the developer to gate or restrict access (bollards) to the access road to minimize unauthorized use of the access.

e. If an access road intersects with a pedestrian trail or walk, the developer shall pave, as a hard surface (concrete or asphalt), the access road one-hundred (100) feet either side of the trail or walk and if necessary, replace the trail or walk to address the weight load requirements of the vehicles accessing the well and production facilities.

f. All proposed access road changes or restrictions shall be approved by the mineral right owner before Final Plat or Final Development Plan approval.

4. Developments with existing oil and gas wells and associated above ground production facilities shall provide screening by installing naturally-shaped berms with landscaping to a height proportional to the facilities being screened. All proposed landscape improvements shall be approved by the mineral right owner either before Final Plat or Final Development Plan approval.

5. When fencing is required by the operator or for safety or security purposes, developments with existing oil and gas wells and associated above ground production facilities shall add fencing to non-fenced wells and facilities or upgrade fencing for wells and facilities in conformance with the following requirements.

a. Oil and gas well facilities (above ground) within the Town shall be fenced with wrought iron fencing or Ameristar Impasses or Stronghold fencing or approved equivalent, as determined by the Director.

b. The fencing color shall be black.

c. All proposed fencing changes shall be approved by the mineral right owner before Final Plat approval or for sites already platted, before Final Development Plan approval.

6. Developments with existing oil and gas wells and associated above ground production facilities shall paint the wells and associated above ground production facilities a color determined by the Director. All proposed paint improvements shall be approved by the mineral right owner either before Final Plat or Final Development Plan approval.

B. Abandoned Oil and Gas Wells and Production Facilities

1. Oil and gas wells and production facilities shown as plugged and abandoned on the Final Plat shall be plugged and abandoned before approval of a Final Plat. The following shall be completed before approval is granted by the Town:

a. The COGCC Well Abandonment Report shall be submitted to the Town regarding the completion of the abandonment and reclamation process in accordance with State law and COGCC regulations.

b. Recorded documentation of abandonment of drilling windows, operation areas, setbacks, easements, and other associated encumbrances with the well shall be submitted to the Town.

2. Capped wellheads shall be identified by a concrete and brass monument on site and will be tied to survey point and noted on the Final Plat.

3. All subdivisions with wellheads abandoned and reclaimed in accordance with state law and COGCC regulations shall use the following standards to plat lots and streets:

a. Streets may be platted over abandoned wellheads if conflicts do not occur with infrastructure requirements within the street.

b. A non-residential lot may contain an abandoned wellhead. The plat shall identify a building setback of fifty (50) feet from the monumented abandoned wellhead.

c. A residential lot one (1) acre or greater in area may contain an abandoned wellhead. The Final Plat shall identify a building setback of fifty (50) feet from the monumented abandoned wellhead.

~~c.~~d. Abandoned wellheads, and the required setback of fifty (50) feet surrounding the abandoned wellhead, shall not be located in single-family lots.

~~d.~~e. Abandoned wellheads, and the required setback of fifty (50) feet surrounding the abandoned wellhead, shall not be located in multi-family lots.

~~e.~~f. In subdivisions where an abandoned wellhead cannot be placed in a street or non-residential lot meeting the standards of this Subsection; the abandoned wellhead shall be placed in a tract. The abandoned wellhead and required setback surrounding the abandoned wellhead may not be located in a Town required park as outlined in Section 6.3~~park~~.

C. Future Oil and Gas Wells and Production Facilities

1. All subdivisions that have oil and gas rights associated with the property that have not been executed need to take those rights into consideration when platting. Co-location of future and/or existing wells may reduce the impact on subdivision of the property.

2. Any agreements between the property owner and mineral right owner shall be submitted to the Town upon application. Recordation of such agreements shall occur prior to recordation

TABLE 7.2: SUMMARY OF DEVELOPMENT REVIEW PROCEDURES

NOTE: This table summarizes the processes and procedures contained in Chapter 7.

Y = Yes – The Common Procedure Applies
(7.XX) = The Section listing the Additional or Modified Procedure for a Specific Application
Blank Field = Not Applicable

Procedure	Step 1 Pre-App Conf.	Step 2 Submittal	Step 3 Comp. Review	Step 4 ~~Neigh. Meeting~~Referral	Step 5 ~~Referral~~ Neigh. Meeting	Step 6 Notice	Step 7 Hearing	Step 8 Decision/ Findings	Step 9 Approval Criteria	Step 10 Conditions	Step 11 Amend	Step 12 Lapse
Annexation	Y	Y (7.3)	Y	Y (7.3)	~~Y (7.3)~~	Y (7.3)	Y	Y (7.3)	Y (7.3)	Y		Y (7.3)
Initial Zoning	Y	Y	Y	Y	Y	Y	Y	Y (7.4)	Y (7.4)	Y		Y
Rezoning	Y	Y	Y	Y	Y	Y	Y	Y (7.4)	Y (7.4)	Y		Y (7.4)
Rezoning: Overlay	Y	Y (7.4)	Y	Y	Y	Y	Y	Y (7.4)	Y (7.4)	Y	Y (7.4)	Y (7.4)
Rezoning: PUD	Y (7.5)	Y (7.5)	Y	Y	Y	Y	Y	Y (7.5)	Y (7.5)	Y	Y (7.5)	Y (7.5)
Subdivision: Preliminary Plat	Y	Y (7.6.C)	Y	Y	Y	Y	Y	Y (7.6.C)	Y (7.6.C)	Y	Y	Y (7.6.C)
Subdivision: Final Plat	Y	Y (7.6.D)	Y	Y	~~Y~~			Y (7.6.D)	Y (7.6.D)	Y	Y	Y
Subdivision: Minor Plat	Y	Y	Y	Y	~~Y~~			Y (7.6.E)	Y (7.6.E)	Y	Y	Y
Subdivision: Non-Residential Plat	Y	Y	Y	Y	Y	Y	Y	Y (7.6.F)	Y (7.6.F)	Y	Y	Y
Minor Modification								Y (7.7)	Y (7.7)			
Variance	Y	Y	Y (7.8)	Y	~~Y~~	Y	Y	Y (7.8)	Y (7.8)	Y		Y (7.8)
Vacation	Y	Y	Y	Y ~~(7.9)~~	Y (7.9)			Y (7.9)	Y (7.9)	Y		
Final Development Plan	Y	Y	Y	Y	~~Y~~			Y (7.10)	Y (7.10)	Y	Y (7.10)	Y (7.10)
Special Review Use	Y	Y	Y	Y	Y	Y	Y	Y (7.11)	Y (7.11)	Y	Y	Y (7.11)
Architectural Review	Y	Y	Y	Y	~~Y~~			Y (7.12)	Y (7.12)	Y	Y	Y (7.12)
Temporary Use Permit	Y	Y (7.14)	Y	Y	~~Y~~			Y (7.14)	Y (7.14)	Y	Y	Y (7.14)
Amendment to Text of this FDC						Y (7.19)	Y (7.19)	Y (7.19)	Y (7.19)			

16.7.2 COMMON DEVELOPMENT REVIEW PROCEDURES

The common development review procedures in this Section 7.2 shall apply to all types of development applications under this Chapter, unless an exception to the common procedures is expressly called for in the particular development application requirements in subsequent Sections of this Chapter.

A. Step 1: Pre-Application Conference

1. Purpose

The purpose of a Pre-Application conference is to provide an opportunity for an informal evaluation of the applicant's proposal and to familiarize the applicant and the Town Staff with the applicable provisions of this FDC, the Town's Comprehensive Master Plan, and other documents as may be appropriate, including the Town's POST Master Plan and the Town's Standards and Specifications, infrastructure requirements, and any other issues that may affect the applicant's proposal.

2. Applicability

a. *Required for New Applications*

A Pre-Application conference is required prior to certain types of applications, as listed in Table 7.2. Applications for these types of approvals shall not be accepted until after the Pre-Application conference is completed. The conference shall take place prior to any formal development application submittal to the Town.

b. *Optional for All Other Applications*

A Pre-Application conference is optional prior to submission of any other application under this FDC not listed as requiring a conference in Table 7.2.

3. Initiation of Pre-Application Conference

The applicant shall request a Pre-Application conference with the Planning & Development Department. ~~and pay the required fee, if applicable.~~ With the request for a Pre-Application conference, the applicant shall provide to the Planning & Development Department a description of the character, location, and magnitude of the proposed development and any other supporting documents, such as maps, drawings, models, and the type of application. It is the applicant's responsibility to provide sufficiently detailed plans and descriptions of the proposal for staff to make the informal recommendations discussed below.

4. Pre-Application Conference Content

The Planning & Development Department shall schedule a Pre-Application conference after receipt of a proper request. At the conference, the applicant, the Planning & Development designee, and any other persons the Planning & Development designee deems appropriate to attend shall discuss the proposed development. Based upon the information provided by the applicant and the provisions of this FDC, the parties should discuss in general the proposed development and the applicable requirements and standards of this FDC.

5. Informal Evaluation Not Binding

The informal evaluation of the Planning & Development Department Staff provided at the conference are not binding upon the applicant or the Town, but are intended to serve as a guide to the applicant in making the application and advising the applicant in advance of the formal application of issues which may be presented to the appropriate decision-making body.

6. Application Required Within 6 Months

After a Pre-Application conference has been held, an application must be submitted within six (6) months. If an application is not filed within such timeframe, a new Pre-Application conference shall be required prior to filing an application, unless waived by the Director.

c. *Recovery of Costs*

The applicant shall pay the development review fees and initial deposit imposed pursuant to this Section at the time of submittal of any development application. The initial deposit shall cover the costs billed by the Town for costs incurred, as required, for processing and reviewing the development application, including attorney fees, review fees from consultants acting as staff, referral agencies, or other fees. ~~A cost recovery agreement in a form approved by the Town Attorney must be submitted with the application and development review fee and deposit. This agreement requires the applicant to be responsible for all costs incurred by the Town during the Town's processing of the application.~~ Should the application be withdrawn at any time, the deposit shall be adjusted to cover the Town's actual costs, including overhead, up to that time. Any funds remaining on deposit at the time of the completion or withdrawal of the application shall be returned to the depositor, after accounting for expenses incurred to date.

6. Waivers

The Director may waive certain submittal requirements when such submittal requirements are unrelated to any project impacts, or to reduce the burden on the applicant by tailoring the requirements to produce only the information necessary to review any particular application. The Director may waive such requirements when it is determined that the projected size, complexity, anticipated impacts, or other factors associated with the proposed development clearly support such waiver.

7. Additional Information

Additional application-specific information may be required by the Director, Director of Public Works, Town Engineer, Planning & Zoning Commission, and/or Board of Trustees, as necessary and appropriate to evaluate fully whether an application complies with the requirements of this FDC.

8. Inactive Files

If an applicant fails to submit required information for a period of more than six (6) months, the application shall become void and the re-submittal of a new application and fees shall be required. The Director may grant no more than two (2) extensions of time to this provision, of no more than six (6) months each, upon a written request by the applicant.

C. Step 3: Determination of Application Completeness

After receipt of the development application, the Director or designee shall determine whether the application is complete and ready for formal processing.

1. If the application is determined to be complete, the application shall then be processed according to the procedures set forth in this FDC. An application shall be considered complete if it is submitted in the required form, includes all mandatory information and supporting materials specified in the User's Guide, and is accompanied by the applicable fee or fees. The determination of completeness by the Director shall not be based upon the perceived merits of the development proposal.

2. If an application is determined to be incomplete, the Director or designee shall provide notice to the applicant along with an explanation of the application's deficiencies. Further processing of an incomplete application shall not occur until the deficiencies are corrected and submitted.

D. Step 4: Application Referral, Review and Staff Report~~Neighborhood Meeting~~

After determining that a development application is complete, Town Staff shall process the development application in the following manner.

1. Referral Packets

Staff shall notify the applicant of the type and number of copies of the application and submittal information required for distribution to referral agencies. Staff shall distribute the submittals to designated referral agencies for review.

2. Referral Review

Referral agencies shall provide comments to Town Staff on the application(s) within twenty-one (21) days of receiving a referral packet. The applicant is encouraged to meet with referral agencies prior to the end of the referral period. The applicant is required to pay fees assessed by referral agencies.

3. Resolution of Issues

Staff shall compile and review all referral comments and provide a copy of all comments to the applicant. The applicant shall resolve outstanding issues to the maximum extent reasonably practicable. The applicant shall provide the Town with written responses addressing all referral and staff comment issues. At the discretion of the Director, referral comments requiring significant changes to a development application, plan or proposal may require re-referral to any and all referral agencies.

4. Staff Report

After staff has scheduled an application for a review or public hearing, staff shall prepare a Staff Report. The Staff Report shall indicate whether, in the opinion of the staff, the development application complies with all applicable standards of this FDC. Staff may recommend approval, denial or conditions for approval may also be recommended to eliminate any areas of non-compliance or mitigate any adverse effects of the development proposal. The Staff Report shall be made available for inspection and copying by the applicant and the public prior to the scheduled public hearing on the development application.

E. Step 5: Neighborhood Meeting

In general, the Neighborhood Meeting should occur after the applicant has received the first round of referral responses as outlined in Subsection 7.2.D above.

1. Purpose

The purpose of a neighborhood meeting is to provide an informal opportunity to inform the residents and landowners of the surrounding neighborhood(s) of the details of a proposed development and application, how the developer intends to meet the standards contained in this FDC, and to receive public comment and encourage dialogue at an early time in the review process. No decision regarding the application will be made at the Neighborhood Meeting.

2. Applicability

A neighborhood meeting shall be required for any development proposal that will be subject to Planning & Zoning Commission and/or Board of Trustees review, unless otherwise indicated in this Chapter. However, the Director may waive the neighborhood meeting requirement if it is determined that the development proposal would not have significant impacts in any of the areas listed below. The waiver shall be in writing and shall be included as part of the case record.

a. Traffic;

b. Natural resources protected under this FDC;

c. Provision of public services such as safety, schools, or parks;

d. Compatibility of building design or scale; or

e. Operational compatibility, such as lighting, hours of operation, odors, noise, litter, or glare.

3. Notice of Neighborhood Meeting
The applicant shall give mailed and posted notice of the neighborhood meeting to property owners, pursuant to the general notice provisions of Subsection 7.2.F. An affidavit shall be submitted to the Town, by the applicant, stating that the notice requirement has been met.

4. Attendance at Neighborhood Meeting
If a neighborhood meeting is required, the applicant or applicant's representative shall attend the meeting. The applicant shall be responsible for scheduling the meeting, coordinating the meeting, and for retaining an independent facilitator if needed. Attendance at the meeting by Town Staff is not required.

5. Summary of Neighborhood Meeting
The applicant shall prepare a written summary including a list of attendees of the neighborhood meeting. The written summary shall be provided to Town Staff prior to noticing of any public hearing and included in the case record.

~~**E. Step 5: Application Referral, Review and Staff Report**~~

~~After determining that a development application is complete, Town staff shall process the development application in the following manner.~~

~~**1. Referral Packets**~~
~~Staff shall notify the applicant of the type and number of copies of the application and submittal information required for distribution to referral agencies. Staff shall distribute the submittals to designated referral agencies for review.~~

~~**2.1. Referral Review**~~
~~Referral agencies shall provide comments to Town staff on the application(s) within 21 days of receiving a referral packet. The applicant is encouraged to meet with referral agencies prior to the end of the referral period. The applicant is required to pay fees assessed by referral agencies.~~

~~**3.1. Resolution of Issues**~~
~~Staff shall compile and review all referral comments and provide a copy of all comments to the applicant. The applicant shall resolve outstanding issues to the maximum extent reasonably practicable. The applicant shall provide the Town with written responses addressing all referral and staff comment issues. At the discretion of the Director of Planning & Development, referral comments requiring significant changes to a development application, plan or proposal may require re-referral to any and all referral agencies.~~

~~**4.1. Staff Report**~~
~~After staff has scheduled an application for a review or public hearing, staff shall prepare a Staff Report. The Staff Report shall indicate whether, in the opinion of the staff, the development application complies with all applicable standards of this FDC. Staff may recommend approval, denial or conditions for approval may also be recommended to eliminate any areas of non-compliance or mitigate any adverse effects of the development proposal. The Staff Report shall be made available for inspection and copying by the applicant and the public prior to the scheduled public hearing on the development application.~~

F. Step 6: Notice

1. Content of Notices
Notice of all public hearings required under this Chapter shall, unless otherwise specified in this FDC: (1) identify the date, time, and place of the public hearing, (2) if applicable, describe the property involved in the application by street address or by legal description and nearest

2. Major Amendments
Amendments to any approval that are not determined by the Director to be Minor Amendments under the criteria set forth in Subsection 7.2.K.1 above, shall be deemed Major Amendments. Major Amendments to approvals under this FDC shall be reviewed and processed in the same manner as required for the original application for which amendment is sought. Any Major Amendments shall be recorded as amendments in accordance with the procedures established for the filing and recording of such initial approvals.

L. Step 12: Lapse

1. If applicable, the lapse of approval time frames established by the procedures of this FDC may be extended only when all of the following conditions exist:

a. The provisions of this FDC must expressly allow the extension;

b. An extension request must be filed prior to the applicable lapse-of-approval deadline;

c. The extension request must be in writing and include justification; and

d. Unless otherwise noted, authority to grant extensions of time shall rest with the decision-making body that granted the original approval.

2. The conditions of such approvals (if applicable) shall be met within ninety (90) days of approval. The approved documents shall be recorded (if applicable) within ninety (90) days of approval or as otherwise approved by the Decision Making Body. Upon written request by the applicant, the Director may grant one (1) extension for a maximum of ninety (90) days due to unique circumstances that make it impractical to meet conditions of approval or record the approved documents within ninety (90) days from approval.

3. Approvals of land use applications shall be null and void and shall automatically lapse if not completed or recorded within the approval time frames established by the procedures of this FDC.

16.7.3 ANNEXATIONS

A. Purpose

Annexation is a discretionary, legislative act. Accordingly, the town shall never be compelled to annex, unless otherwise required by state law, even if all annexation requirements have been satisfied. This Section provides the procedure by which land shall be brought into the municipal limits and jurisdiction of the Town.

B. Procedures as Modified

1. Step 2 (Development Application Submittal)
Applicable, with the following modifications:

The applicant shall submit an Annexation Agreement, as follows:

a. ***Annexation Agreement***

i. Except for Town-owned property, Town-initiated annexation of enclaves, annexations upon election, or when waived by the Board of Trustees, an Annexation Agreement is required before the Annexation may be approved. The Annexation Agreement shall identify the mutual understanding of the commitments and responsibilities of both the Town and the property owner(s) about the Annexation.

(A) The Director coordinates all Annexation Agreement negotiations. The Director prepares the agreement in a form approved by the Town Attorney.

~~a. A request to change an approved PUD-DP may be filed the owner(s) of the fee interest of land within a subarea, platted lot, or metes and bounds parcel to which the proposed change applies, but shall be signed only by all the only by all the owners or agents of the owners of the property within the subarea, platted lots, or metes and bounds parcels to which the proposed amendment applies.~~

a. Any changes that constitute amendments under Section 2.4.E.7 require the filing of new application for a PUD District, subject to the submittal requirements listed above in Subsection 7.5.B.2., and shall follow the process identified in Subsection 7.5.B. The Board of Trustee's action regarding an application for an amended PUD-DP shall be by ordinance, following a recommendation from the planning commission. .

6. Step 12: (Lapse)

Applicable, as modified:

a. The PUD-DP and other appropriate associated documents to the approved PUD zone district shall be recorded within ninety (90) days of approval or as otherwise approved by ordinance~~, unless stated otherwise in such approval~~. Upon written request by the applicant or staff, the Director may grant two (2) extensions for a maximum of sixty (60) days each due to unique circumstances that make it impracticable to file the documents.

b. Effect of Approved Detailed PUD District Plans.

i. The standards and provisions of an approved Detailed PUD District Plan shall constitute the zoning regulations for use and development of the subject property. Approval of a Detailed PUD District Plan shall constitute final development plan review for zoning compliance purposes only under Section 7.13 and building permits may be issued and site work commenced according to the approved Detailed PUD District Plan.

ii. An approved Detailed PUD District Plan shall expire after three (3) years from the date of Board of Trustees approval, if a building permit (as applicable) has not been obtained and construction of a walled and roofed building intended as shelter for a use or occupancy permitted within the PUD zone district has not started.

iii. The Board of Trustees may extend the original three (3) year expiration time frame for Detailed PUD District Plans, by ordinance preceded by a Public Hearing, for up to an additional twelve (12) months for good cause, including but not limited to a showing that development was delayed by economic or physical problems beyond the applicant's or property owner's control.

c. Effect of Approved General PUD District Plans

i. Within a PUD District subject to an approved General PUD District Plan, no building permits may be issued and no work may commence until a final development plan has been approved according to Section 7.10, or unless a Detailed PUD District Plan for a portion or portions of the PUD District has been approved by the Board of Trustees according to Section 7.5 of this FDC.

ii. A final development plan within a PUD District may be for the entirety of the district, or for only one or more phases of the entire PUD District area. The approval of a final development plan for any one phase of the PUD District may be contingent on improvements that involve other or all phases. In any final development plan application for less than the entirety of the PUD District, the applicant shall submit plan exhibits that clearly show the relation

Applicant
The legal owners of a lot or of any land included in a proposed development; the holder of an option or contract to purchase, or any other person having enforceable proprietary interest in such land.

~~**Approach Surface**~~
~~A surface defined by FAR Part 77 "Objects Affecting Navigable Air Space," which is longitudinally centered on the runway centerline and extends outward and upward from each end of the primary surface. An approach surface is applied to each end of each runway based on the type of approach available or planned for that runway end.~~

Architectural Projection
Any projection that is not intended for occupancy and which extends beyond the face of an exterior wall of a building, including arcades, roof overhangs, mansards, unenclosed exterior balconies, marquees, canopies, pilasters, fasciae and the like, but not including signs.

Area of Shallow Flooding
A designated AO, AH, or VO zone on a community's flood insurance rate map (FIRM) with a one (1) percent chance or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard
The land in the floodplain subject to a one (1) percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

Artificial Turf
A manufactured substitute for organic turf, lawn, or sod which effectively simulates the appearance of a well-maintained lawn and meets all the quality, materials and installation standards outlined in this code.

Assembly
Assembly uses include facilities owned or operated by associations, corporations, or other persons for social, educational, or recreational purposes primarily for members and their guests. Accessory uses may include offices, meeting areas, food preparation areas, concessions, parking, and maintenance facilities. This use includes assembly of fraternal organizations (Elks, Lions Club, etc.).

Assembly Building or Place of Assembly
As related to oil and gas well facility regulations, assembly building shall mean any building or portion of building or structure used for the regular gathering of fifty (50) or more persons for such purposes as deliberation, education, instruction, worship, entertainment, amusement, drinking or dining or awaiting transport.

Athletic Fields and Courts
Land, often requiring equipment, designed for outdoor games and sports such as baseball, football, tennis and soccer.

Automated Teller Machine
A device that dispenses cash and conducts limited banking transactions for customers using a credit card, bank card, or other similar personal banking card. These devices, known as automatic teller machines (ATMs), may be part of a bank office, a drive-up banking center, or may be freestanding units in retail centers or within other buildings.

Auto Wrecking and Salvage Yard

Family Care Home
A facility for child care in a place of residence of a family or person for the purpose of providing family care and training for a child under the age of sixteen (16) years who is not related to the head of such home. The term includes any family foster home receiving a child for regular twenty-four (24) hour care and any home receiving a child from any state operated institution for child care or from any child placement agency, or any family child care home receiving a child for less than twenty-four (24) hour care.

Farm Market
An area that is used by one (1) or more operators of bona fide farms for the direct sale to consumers of agricultural products that are not grown or raised on the same premises as the market.

Final Development Plan
A plot of a lot, drawn to scale, showing the actual measurements, the size and location of any existing buildings or buildings to be erected, the location of the lot in relation to abutting streets, and other such information.

Financial Institution
Establishments that provide retail banking services, mortgage lending, and similar financial services to individuals and businesses. This classification includes those institutions engaged in the on-site circulation of cash money and check-cashing facilities, but shall not include bail bond brokers. Accessory uses may include automatic teller machines, offices, and parking. Specific use types include, but are not limited to: **Automated Teller Machine; Bank; or Check-cashing Facility**.

Fire District
The Frederick Firestone Fire Protection District.

~~**Fitness and Recreational Sports Center**~~
~~A facility primarily featuring equipment for exercise and other active physical fitness conditioning or recreational sports activities, such as swimming, skating, racquet sports, aerobic dance, gymnasium facilities, yoga, and other kinds of sports and fitness facilities.~~

Fleet Vehicle
A group of vehicles with a single owner, typically a company or corporation, rather than an individual or family. Examples are vehicles owned by a car rental company, construction company, or security company.

Flood or Flooding
A general and temporary condition of partial or complete inundation of normally dry land areas from:

a. The overflow of inland or tidal waters; or

b. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Insurance Rate Map (FIRM)
The official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the Town.

Flood Insurance Study (FIS)
The official report provided by the Federal Emergency Management Agency. The report contains the Flood Insurance Rate Map as well as flood profiles for studies flooding sources that can be used to determine Base Flood Elevations for some areas.

Floodplain

A facility that is engaged in the sales, repair or rental of heavy equipment including, but not limited to, tractors, semi-trucks or trailers, harvesters, loaders and all tracked vehicles.

Heavy Manufacturing, General
The assembly, fabrication, or processing of goods and materials using processes that ordinarily have greater than average impacts on the environment; or that ordinarily have significant impacts on the use and enjoyment of other properties in terms of noise, smoke, fumes, odors, glare, or health or safety hazards; or that otherwise do not constitute "light manufacturing," or any use where the area occupied by outdoor storage of goods and materials used in the assembly, fabrication, or processing exceeds twenty-five (25) percent of the floor area of all buildings on the lot. Examples include, but are not limited to: battery manufacture, bottling works, production of dairy products, foundry casting, concrete batching, and plastic products manufacturing.

Hedge
A fence or boundary formed by a dense row of shrubs or low trees.

Height
See Building Height.

Heliport
Any landing area used by helicopters which, in addition, includes all necessary passenger and cargo facilities, maintenance and overhaul, fueling, service, storage, tie down areas, hangars, and other necessary buildings and open spaces.

Helistop
Any landing area used for the landing and taking off of helicopters for the purpose of picking up or discharging of passengers or cargo without fueling, refueling, or service facilities.

Historic Structure
Any structure that is:

- **a.** Listed individually in the National Register of Historic Places (a listing maintained by the department of interior) or preliminarily determined by the secretary of the interior as meeting the requirements for individual listing on the National Register;
- **b.** Certified or preliminarily determined by the secretary of the interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
- **c.** Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the secretary of interior; or
- **d.** Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  - **i.** By an approved State program as determined by the secretary of the interior; or
  - **ii.** Directly by the secretary of the interior in states without approved programs.

Home Occupation
An occupation or activity which is clearly incidental and secondary to use of the premises as a dwelling unit and which does not alter the exterior of the property or affect the residential character of the neighborhood.

HOA/Metro District Facility
A building, structure, or facility available for recreational clubs and activities. Such uses commonly include gathering areas, tennis courts, swimming pools, restaurants for members and guests only, and gymnasiums. Such uses may be either public or private, but typically are intended only for the

residents and guests of a particular residential development or neighborhood and typically owned and or operated by a Homeowners Association or Metropolitan District.~~Add Definition …:~~

Homeowners' Association (HOA)
An incorporated, nonprofit organization operating under recorded land agreements through which:

- **a.** Each lot or homeowner in a planned unit development or other described land area is automatically a member;
- **b.** Each lot is automatically subject to charge for a proportionate share of the expenses for the organization's activities, such as maintaining a common property; and
- **c.** Such charge, if unpaid, becomes a lien against the property.

Horse Stables
Any area wherein a horse, mule, llama or donkey is maintained for either public commercial hire or private non-commercial recreation.

Hospital
An institution providing health services primarily for human inpatient medical or surgical care including trauma centers for the sick or injured and including related facilities such as laboratories, outpatient departments, training and central services facilities and staff offices.

Hotel or Motel
A building or a group of buildings primarily containing guest rooms for sleeping purposes, but also including accessory dining areas, meeting rooms, and recreational facilities. A motel is typically arranged so that individual guest rooms are directly accessible from an automobile parking area.

Household Living
This use category is characterized by residential occupancy of a dwelling unit by a household. Tenancy is arranged on a month-to-month or longer basis (lodging where tenancy may be arranged for a period of less than thirty (30) days is classified under the “Public Accommodation” category). Common accessory uses include recreational activities, raising of pets, gardens, personal storage buildings, hobbies, and parking of the occupants’ vehicles. Home Occupations and Accessory Dwelling Units are accessory uses that are subject to additional regulations (see Section 2.3, Accessory Uses and Structures). Specific use types include, but are not limited to: **Dwelling, Duplex; Dwelling, Live/Work; Dwelling, Mobile Home; Dwelling, Multi-Family; Dwelling, Single-Family Attached; Dwelling, Single-Family Detached; Mobile Home Park; or Model Home**.

Human Health Services
Human Health Services uses are characterized by activities focusing on medical services, particularly licensed public or private institutions that provide primary health services and medical or surgical care to persons suffering from illness, disease, injury, deformity, or other physical or mental conditions. Accessory uses may include laboratories, outpatient, or training facilities, and parking, or other amenities primarily for the use of employees in the firm or building. Specific use types include, but are not limited to: **Dental or Medical Office, Clinic, or Laboratory; Hospital/ Substance Abuse Treatment Facility, Outpatient; or Urgent Care Facility**.

Human Scale
The proportional relationship of a particular building, structure, or streetscape element to the human form and function. “Human scale” often refers to the subjective objective that the relationship between a person and his natural or man-made environment should be comfortable, intimate, and contribute to the individual’s sense of accessibility.

Improvement
Any man-made, immovable item which becomes part of, is placed upon or is affixed to real estate.

The development of a lot, tract or parcel of land, building or structure with two (2) or more different uses including, but not limited to, residential, office, retail, public uses, personal service or entertainment uses, designed, planned and constructed as a unit.

Mobile Food Vendor
A readily movable, motorized wheeled vehicle, or a towed wheeled vehicle, designed and equipped to serve food. Examples include food trucks, pushcarts, ice cream trucks, hot dog stands, and similar operations.

Mobile Home
A transportable, single-family dwelling unit built on a permanent chassis with attached undercarriage consisting of springs, axles, wheels and hubs, and which is suitable for year-round occupancy and contains the same water supply, waste disposal and electrical conveniences as immobile housing. A mobile home is designed to be transported on streets to the place where it is to be occupied as a dwelling unit and may or may not be attached to a permanent foundation.

Mobile Home Park
A residential development that consists of mobile homes that are transported to the park site.

Model Home
A dwelling unit temporarily used for display purposes as an example of dwelling units available or to be available for sale or rental in a particular subdivision or other residential development approved by the Town. Model homes may also incorporate sales or rental offices for dwelling units within the development.

Mulch
Any organic material such as leaves, bark, wood chips, straw, or inorganic material such as crushed stone or gravel, or other materials left loose and applied to the soil surface for the beneficial purpose of reducing evaporation.

Museum
A permanent facility for the collection and public display of artwork including, but not limited to, paintings, sculpture, textiles, and antiquities. Support facilities include office space, restoration facilities, parking and storage areas.

Native Vegetation
Any plant identified in the Firestone Native Plants list: Plant Characteristics and Wildlife Value of Commercial Species, prepared by the Town's Natural Resources Department, updated February 2003[MO6] and as amended.

~~**Neighborhood Recreation Center (Indoor/Outdoor)**~~
~~A building, structure, or facility available for recreational clubs and activities. Such uses commonly include tennis courts, swimming pools, restaurants for members and guests only, and gymnasiums. Such uses may be either public or private, but typically are intended only for the residents and guests of a particular residential development or neighborhood.~~

New Construction
For the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision
A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of

Recreation and Entertainment, Indoor
Indoor Recreation and Entertainment uses provide recreation or entertainment activities within an enclosed environment. Accessory uses may include concessions, snack bars, parking, and maintenance facilities. Specific use types include, but are not limited to: **Adult Amusement or Entertainment; Commercial Amusement, Indoor; ~~Fitness and Recreational Sports Center;~~ Shooting Range, Indoor; or Sports Arena**.

Recreation and Entertainment, Outdoor
Outdoor Recreation and Entertainment uses provide recreation or entertainment activities outside of an enclosed environment. Accessory uses may include concessions, snack bars, parking, and maintenance facilities. Specific use types include, but are not limited to: **Amusement Park; Campground; General Outdoor Recreation, Commercial; Golf Course; Golf Driving Range or Putting Course; Racetrack; Recreational Vehicle Park; Shooting Range, Outdoor**.

Recreation Center
A facility primarily featuring equipment for exercise and other active physical fitness conditioning or recreational sports activities, such as swimming, skating, racquet sports, aerobic dance, gymnasium facilities, yoga, and other kinds of sports and fitness facilities.

Recycling Center
A facility in which recoverable resources such as newspapers, glassware, plastics, and metal cans are recycled, reprocessed, and treated to return such products to a condition in which they can again be used for production. This facility is not a junkyard or salvage yard.

Recycling Collection Point
A center or collection point with containers or facilities designed and intended for the depositing of clean, separated, and recyclable paper, cardboard, metal, glass, plastic or other recyclable materials and the collection of such materials for processing at another location, but itself having no mechanical facilities for the processing of such materials.

Redevelopment
The intensification of use of existing underutilized buildings or development sites, building rehabilitation, or removal or demolition of existing buildings, followed promptly by construction of replacement buildings.

Religious Assembly
Religious Assembly facilities are used primarily for non-profit purposes to provide assembly and meeting areas for religious activities. Accessory uses include parking, caretaker's housing, buildings ancillary to a religious function, pastor's housing, and group living facilities such as convents. Examples include churches, temples, synagogues, and mosques. Accessory uses do not include schools, which shall require approval as a separate primary use.

Repair Shop
The maintenance and rehabilitation of appliances customarily used in the home including, but not limited to, washing and drying machines, refrigerators, dishwashers, trash compactors, ovens and ranges, countertop kitchen appliances, vacuum cleaners, and hair dryers.

Research and Development Facility
Research, development, and testing laboratories that do not involve the mass manufacture, fabrication, processing, or sale of products.

Reservation
An agreement between parties which obligates a property owner to keep property free from development for a stated period of time.

Residential Development Parcel

slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Stoop
Platform or stairs in front of a door.

Story
See Height.

Street
Any street, avenue, boulevard, road, lane, parkway, viaduct, alley, or other way for the movement of vehicular traffic which is an existing state, county or municipal roadway, or a street or way shown upon a plat, heretofore or hereafter dedicated and which includes the land between right-of-way lines, whether improved or unimproved, and may be comprised of pavement, shoulders, gutters, sidewalks, parking areas and other areas within the right-of-way.

Street, Private
A right-of-way or easement of private ownership not dedicated or maintained as a public street, which affords the principal means of access to two (2) or more sites.

Street Tree
A tree typically planted along public or private streets and drives to provide shade to reduce heating of pavements, and to provide spatial definition and visual enhancement.

Structurally Altered
Changes which increase, extend, or enlarge the building or convert the existing building into a different structure or affect the form or character of an existing building or structural quality.

Structure
A walled and roofed building or manufactured home that is principally aboveground.

Subdivider or Developer
Any person, partnership, joint venture, limited liability company, association or corporation who participates as owner, promoter, developer or sales agent in the planning, platting, development, promotion, sale or lease of a development.

Subdivision
The division of a lot, tract, or parcel of land into two (2) or more lots, tracts, or parcels. It includes resubdivisions and, when appropriate to the context, relates to the process of subdividing or to the land or territory subdivided:

Subdivision (major)
All types of subdivisions except those meeting the definition of minor subdivision, lot line adjustments, and non-residential subdivisions.

Subdivision (lot line adjustment)
A consolidation of two (2) or more, but not more than six (6), previously platted lots for the purpose of creating a single lot; ~~or~~ the division of a single previously platted lot into two (2) lots; or the relocation of a property line between two (2) adjoining lots.~~lots.~~

i. All buildings, shelter, cabinets, and other accessory components shall be grouped as closely as technically possible;

ii. The total footprint coverage area of the WCFs accessory equipment shall not exceed three-hundred fifty (350) square feet~~ unless approved by the Director through Alternative Equivalent Compliance~~;

iii. No related accessory equipment or accessory structure shall exceed twelve (12) feet in height;

iv. Accessory equipment, including but not limited too remote radio units, shall be located out of sight whenever possible by locating behind parapet walls or within equipment enclosures. Where such alternate locations are not available, the accessory equipment shall be camouflaged or concealed.

16.12.6 REVIEW PROCEDURES AND REQUIREMENTS

A. No new WCF shall be constructed and no colocation or modification to any WCF may occur except after a written request from an applicant, reviewed and approved by the Town in accordance with this section. All WCFs shall be reviewed pursuant to the following procedures:

1. Submittal Requirements

In addition to an application form, signal interference letter, removal affidavits, and payment of all application and review fees, as established by resolution of the Board of Trustees, each applicant shall submit a scaled site plan, photo simulation, scaled elevation view and other supporting drawings, calculations, and other documentation showing the location and dimension of all improvements, including information concerning topography, radio frequency coverage, tower height, setbacks, drives, parking, fencing, landscaping, adjacent uses, drainage, and other information deemed by the Director to be necessary to assess compliance with this section. Documents requiring signatures and seals by appropriate qualified professionals shall be provided by applicant after approval of the application by the Director.

2. Inventory of Existing Sites

Each applicant for a WCF shall provide to the Director a narrative and map description of the applicant's existing or then currently proposed WCFs within the Town, and outside of the Town within one (1) mile of its boundaries. In addition, the applicant shall inform the Town generally of the areas of the Town in which it believes WCFs may need to be located within the next three (3) years. The inventory list should identify the site name, site address, and a general description of the facility (for example, rooftop antennas and ground mounted equipment). This provision is not intended to be a requirement that the applicant submit its business plan, proprietary information, or make commitments regarding locations of WCFs within the Town. Rather, it is an attempt to provide a mechanism for the Town and all applicants for WCFs to share general information, assist in the Town's comprehensive planning process, and promote colocation by identifying areas in which WCFs might be appropriately constructed for multiple users.

The Town may share such information with other applicants applying for administrative approvals or conditional permits under this section or other organizations seeking to locate WCFs within the jurisdiction of the Town, provided however, that the Town is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

3. Abandonment and Removal Affidavits

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 9.d **Land Development** **Meeting Date:** October 28, 2020 **Initiated By:** Todd Bjerkaas **Dept:** Planning & Development

AGENDA TITLE

Resolution 20-100: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ADOPTING THE FIRESTONE DEVELOPMENT REVIEW FEE SCHEDULE

SUMMARY

For the Board of Trustees' consideration is a resolution establishing fees and deposits related to the Town's processing, review, and consideration of certain land use and development applications. The establishment of such fees and deposits is detailed in Section 7.2.B.5 of the Firestone Development Code.

Changes to the previously approved schedule include the addition of a fee for Accessory Dwelling Unit (ADU) applications, an increase in per lot fees for final plats, the ability for staff to assess a deposit on a case by case basis for projects anticipated to include specialized reviews, and the ability for staff to assess fees for excessive re-reviews of development applications.

HISTORY AND PREVIOUS BOARD ACTION

At the June 24, 2020 regular meeting, the Board of Trustees approved Resolution 20-66 which adopted the Town's first Development Review Fee Schedule.

RECOMMENDATION

Staff recommends the Board of Trustees adopt Resolution No. 100 establishing development review fees and deposits for the Town of Firestone.

ALTERNATIVES

ATTACHMENTS

1. Resolution 20-100: Land Development Fees

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 20-100

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE FIRESTONE DEVELOPMENT REVIEW FEE SCHEDULE

WHEREAS, the Town of Firestone ("Town") has enacted the Firestone Development Code ("FDC") set forth in Title 16 of the Firestone Municipal Code; and

WHEREAS, Section 7.2.B.5 of the FDC provides that development review fees shall be established by resolution of the Town's Board of Trustees; and

WHEREAS, the Town's Planning and Development Department has examined the costs incurred by the Town in the review of development applications and determined that the proposed fees are reasonably related to the Town's costs and thus necessary to defray the actual costs incurred by the Town in processing and reviewing FDC applications: and

WHEREAS, the Planning and Development Department recommends that the Board of Trustees adopt the fees set forth in this resolution.

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

The Board of Trustees of the Town of Firestone hereby adopts the Firestone Development Review Fee Schedule in substantially the same form as the copy attached hereto and made a part of this resolution.

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

FIRESTONE DEVELOPMENT REVIEW FEE SCHEDULE		
Application Type	**Development Review Fee**	**Deposit ****
Annexation		
Major (10+ Acres)	$4,000	$2,500
Minor (less than 10 acres)	$2,000	$1,500
Comprehensive Plan Amendment		
Major	$3,000	$1,500
Minor	$1,000	
Zoning/Rezoning		
Initial Zoning	$1,500 + $10 per acre	
Rezoning	$1,500 + $10 per acre	$2,500
PUD Rezoning	$3,000 + $10 per acre	$5,000
Overlay Rezoning	$2,000 + $10 per acre	$2,500
Minor Amendment	$500	
Subdivision		
Preliminary Plat	$2,000 + $40 per lot	$5,000
Final Plat	$2,000 + $100 per lot	$10,000
Minor Subdivision Plat	$2,000 + $100 per lot	$1,500
Non-Residential Minor Plat	$2,000 + $100 per lot	$5,000
Minor Plat Amendment	$500	
Final Development Plan		
Residential	$1,400 + $20 per unit	$5,000
Non-Residential (>10,000 sf)	$2,500	$1,500*
Non Residential (<10,000 sf)	$1,500	$1,500*
Major Amendment	$1,000	
Minor Amendment	$400	
* May be waived at staff's discretion		
Special Review Use		
Major	$1,000	
Minor	$500	
Oil and Gas	$1,000 per well	$1,500
Miscellaneous		
Accessory Dwelling Unit	$50	
Additional Development Reviews ***	10% of initial fee	
Annexation Agreement	included with Annexation	
Annexation Amendment	$500	$1,500*
Appeal of Director Decision	$500	
Conditional Use	$500	
Easement Agreement	$500	
Encroachment License Agreement	$500	
Metro District Service Plan	$10,000	
Service Plan Amendment	$2,000	
Minor Modifcation	$500	
Residential Architecture Review	$300 per plan + $100 per elevation style	
Subdivision/Development Agreement	included with Plat/FDP	
SA/DA Major Amendment	$500	$1,500*
Temporary Use	$50	
Variance	$500	
Vacation (separate instrument)	$500	

* May be waived at staff's discretion

** For application types without a specific deposit amount designated and anticipated to include specialized reviews to be charged back to the applicant, a deposit may be required in an amount determined by staff.

*** The initial development review fee anticipates two full reviews and a final check. 10% of the initial fee may be assessed per additional development review.

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 10.a **Discussion/Action** **Meeting Date:** October 28, 2020 **Initiated By:** Julie Pasillas **Dept:** Public Works

AGENDA TITLE

Ordinance 983: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTIONS 1.08.050 AND 13.08.010 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE TOWN'S SINGLE FAMILY RESIDENTIAL WATER DEDICATION REQUIREMENT

SUMMARY

The current water dedication requirements for 5/8th inch taps that serve single-family dwelling units start with platted single-family lot sizes of 0 to 10,000 square feet. New developments are being proposed with smaller lot sizes requiring less water than a dwelling unit on a large lot.

The Town's Water Resource Engineer Gregg Ten Eyck researched historical water meter data for water users on smaller lots in Firestone to develop the recommended requirements of 0.340 acre-feet for a dwelling unit on a platted lot of 0 to 4,500 square feet and 0.470 acre-feet on a lot of 4,501 to 6,600 square feet. Larger lot water dedication requirements are not being changed.

Water dedication requirements are for water delivered to the water treatment plant. This includes a surcharge of 20 percent upstream of the master meter and a loss of 3 percent downstream of the master meter, for a total of 124 percent of the amount of water that is measured at the individual meter.

HISTORY AND PREVIOUS BOARD ACTION

At the Board Retreat in September 2020, Staff discussed the need for updating the dedication requirements for smaller single-family lots being developed in Firestone.

RECOMMENDATION

Staff recommends approval of Ordinance 983, an ordinance amending Section 1.08.050 and 13.08.010 regarding the Town's single-family residential water dedication requirement.

ALTERNATIVES

The Board may choose not to approve Ordinance 983 and provide Staff with additional direction.

ATTACHMENTS

1. Ord 983 Residential Water Dedication Req-Final
2. Memo re Amendment to Dedication Requirement-Final

FINANCIAL CONSIDERATIONS

N/A

ORDINANCE NO. 983

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTIONS 1.08.050 AND 13.08.010 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE TOWN'S SINGLE FAMILY RESIDENTIAL WATER DEDICATION REQUIREMENT

WHEREAS, Sections 1.08.050 and 13.08.010 of the Firestone Municipal Code, in part, set forth the Town of Firestone's ("Town") water dedication requirement for single family residential lots ranging from 0 to 10,000 square feet; and

WHEREAS, residential developers are currently proposing single family residential lots that range from 0 square feet to 4,500 square feet and from 4,501 square feet to 6,600 square feet; and

WHEREAS, it is thus necessary to amend the Town's Single Family Residential Water Dedication Requirement Table to establish three new rate categories, as follows:

Lot Size (ft^2)
0 – 4,500
4,501 – 6,600
6,601 – 10,000; and

WHEREAS, the Town's water dedication requirement is for water delivered to the Carter Lake Water Treatment Plant and such dedication is greater than the amount measured at the individual meter as the dedication must include the 20% surcharge required by Central Weld County Water District for treatment of the water and an estimated 3% loss in the Town's distribution system; and

WHEREAS, in consideration of the above factors the water dedication requirement for the three new categories are to be:

Lot Size (ft^2)	***Water Dedication Requirement (acre-feet)***
0 – 4,500	0.340
4,501 – 6,600	0.470
6,601 – 10,000	0.600

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

Section 1. The "Lot Size (ft^2) Water Dedication Requirement (acre-feet) Table set forth in Section 1.08.050 subsection A Residential of the Firestone Municipal Code is amended to provide as follows;

Lot Size (ft^2)	Water Dedication Requirement (acre-feet)
0-4,500	0.340
4,501 – 6,600	0.470
6,601 – 10,000	0.600
10,001-12,500	0.750
12,501-15,000	0.900
15,001-17,500	1.050
17,501-20,500	1.200
20,501-23,000	1.350
23,001-25,500	1.500
25,501-28,000	1.650
28,001-30,500	1.800
30,501-33,000	1.950
33,001-35,500	2.100
35,501-38,000	2.250
38,001-41,000	2.400
41,001-43,500	2.550

Section 2. The "Lot Size (ft^2) Water Dedication Requirement (acre-feet) Table set forth in Section 13.08.010, Water Connection Charge, subsection B.1 of the Firestone Municipal Code is amended to provide as follows:

Lot Size (ft^2)	Water Dedication Requirement (acre-feet)
0-4,500	0.340
4,501 – 6,600	0.470
6,601 – 10,000	0.600
10,001-12,500	0.750
12,501-15,000	0.900
15,001-17,500	1.050
17,501-20,500	1.200
20,501-23,000	1.350
23,001-25,500	1.500
25,501-28,000	1.650
28,001-30,500	1.800

30,501-33,000	1.950
33,001-35,500	2.100
35,501-38,000	2.250
38,001-41,000	2.400
41,001-43,500	2.550

Section 3. 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 4. 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 5. 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 28th day of October, 2020.

TOWN OF FIRESTONE, COLORADO

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

Memorandum

To:	Julie Pasillas, Director of Public Works
From:	Gregg S. Ten Eyck, P.E.
Copy to:	A.J. Krieger, Town Manager Bill Hayashi, Town Attorney
Reviewed by:	Brett Gracely, P.E.
Date:	July 24, 2020
Project:	1527TWF02-20
Subject:	Amendment to Single Family Residential Water Dedication Requirements

Background

The current Town of Firestone Municipal Code at 1.08.050 and at 13.08.010 specifies that the water dedication requirement for a single family residential lot of 0 to 10,000 square feet is 0.600 acre-feet.

Many developers are proposing single family residential platted lots that are less than 4,500 square feet, or that are in the 4,501 square foot to 6,600 square foot range. Accordingly, it is recommended that the Town Code be amended with the addition of two new lot size ranges with appropriate water dedication requirements.

Water dedication requirements are for water to be delivered to the water treatment plant, which requires about 24 percent more water than is measured at an individual water meter. This is because we must include the 20 percent surcharge as required by the Central Weld County Water District and a 3 percent estimated system loss in the Town's distribution system (calculated as 120% x 1.03% = 124%.). For example, 0.60 acre-feet is 195,510 gallons at the treatment plant, and 158,037 gallons at the individual meter— which can also be calculated as 158,037 divided by 0.97, times 1.20.

Recommendation

Two new lot size ranges are proposed, with new water dedication requirements. For lots less than 4,500 square feet a dedication requirement of 0.340 acre-feet is recommended. For lots in the 4,501 square feet to 6,600 square feet size range a dedication requirement of 0.470 acre-feet is recommended.

If these recommendations are adopted, there will be two changes to the code. First, the following table will replace the table at 1.08.050:

A. Residential.

1. The landowner, its successors or assigns in interest shall dedicate to the Town for each single-family residential dwelling lot the amount of water, in acre-feet, as set forth in the following table:

Lot Size (ft^2)	***Water Dedication Requirement (acre-feet)***
0-4,500	0.340
4,501-6,600	0.470
6,601-10,000	0.600
10,001-12,500	0.750
12,501-15,000	0.900
15,001-17,500	1.050
17,501-20,500	1.200
20,501-23,000	1.350
23,001-25,500	1.500
25,501-28,000	1.650
28,001-30,500	1.800
30,501-33,000	1.950
33,001-35,500	2.100
35,501-38,000	2.250
38,001-41,000	2.400
41,001-43,500	2.550

Second, the following table will replace the table at 13.08.010 (B):

B. In addition to the charges set forth in Subsection A above, there shall be transferred to the Town the following:

1. For each single-family residential dwelling lot, the amount of water, in acre-feet, as set forth in the following table:

Lot Size (ft^2)	***Water Dedication Requirement (acre-feet)***
0-4,500	0.340
4,501-6,600	0.470
6,601-10,000	0.600
10,001-12,500	0.750
12,501-15,000	0.900
15,001-17,500	1.050
17,501-20,500	1.200
20,501-23,000	1.350
23,001-25,500	1.500
25,501-28,000	1.650
28,001-30,500	1.800
30,501-33,000	1.950
33,001-35,500	2.100
35,501-38,000	2.250
38,001-41,000	2.400
41,001-43,500	2.550

Data Reviewed

We reviewed metered water use data for single family residential accounts in Firestone that serve homes on platted lots in the less than 4,500 square foot range as well as accounts in the 4,501 to 6,500 square foot range.

We had previously used Weld County property records to correlate the square footage of the platted lot size to individual residential water accounts for the years 2012 and 2017. Monthly records were examined to remove accounts with less than 12 months of data from the analysis.

2012 was reviewed because it was a dry year; 2017 was a mid-range year with a more average demand.

I. Lots less than 4,500 square feet

The number of accounts analyzed and annual usage in 2012 and 2017 are shown in the following table. The proposed dedication requirement is also shown:

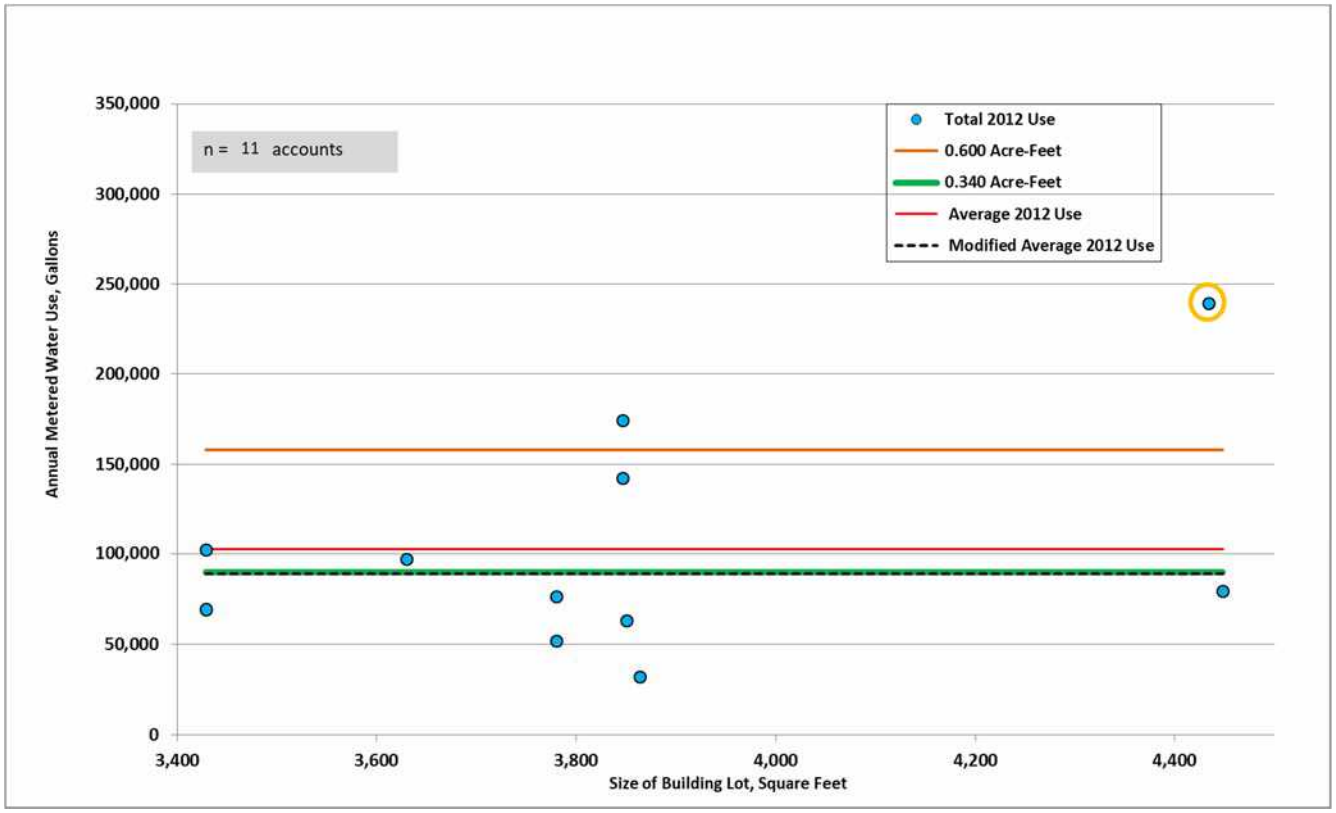
Year	Number of Accounts: less than 4,500 sf	Average Use, gallons	Proposed Dedication Requirement, (at individual meter) gallons	Raw Water Dedication, Gallons (Acre-feet)
2012	11	88,600	89,554	110,789 (0.340)
2017	12	68,500	89,554	

The sample size of lots less than 4,500 square feet is small, but the data goes back many years, and appears relatively consistent.

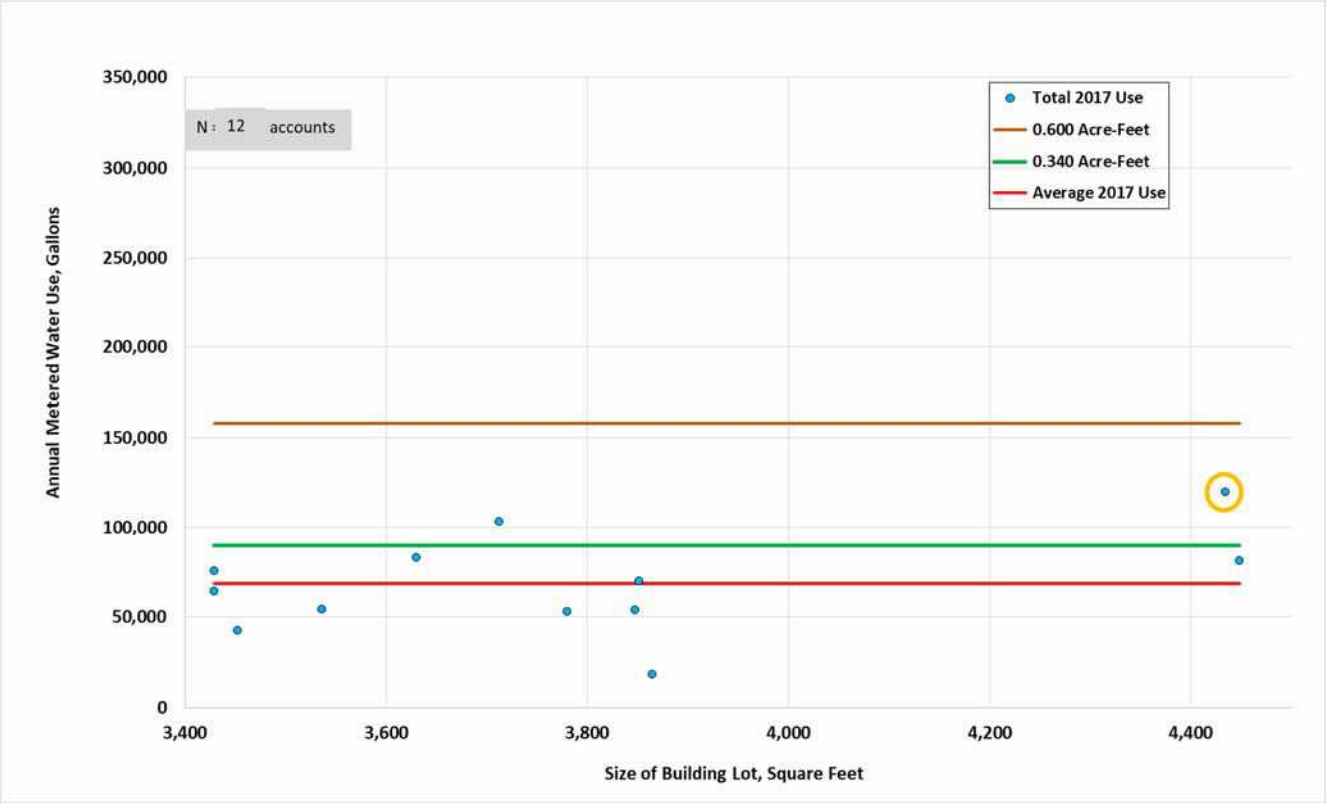
In 2012, a very dry year, the average metered water use for 11 accounts on lots less than 4,500 square feet was 102,273 gallons. However, one account (circled in yellow on the following graphs) used 239,000 gallons that year—more than twice the average use of other customers on lots less than 4,500 square feet. In 2012 eighty nine percent of all residential accounts on lots of less than 10,000 square feet used less than 239,000 gallons. And, in 2017 that particular account used 120,000 gallons, which is about 50 percent of 2012 use. For these reasons we modified the 2012 average by removing the high user, to result in a modified average annual use of 88,600 gallons—about 1,000 gallons less than the delivery that will result from the recommended dedication amount. This “modified average” is shown as a dashed line on the following graph.

In 2017, a mid-range year of neither drought conditions nor high rainfall conditions, the average metered use was 68,500 gallons per account, which is about 21,000 gallons less than the metered delivery that will result from the recommended dedication amount.

Total Annual Metered Water Use 2012 vs. Lot Size
Lots between 0 and 4,500 sf



**Total Annual Metered Water Use 2017 vs. Lot Size,
Lots between 0 and 4,500 Square Feet**



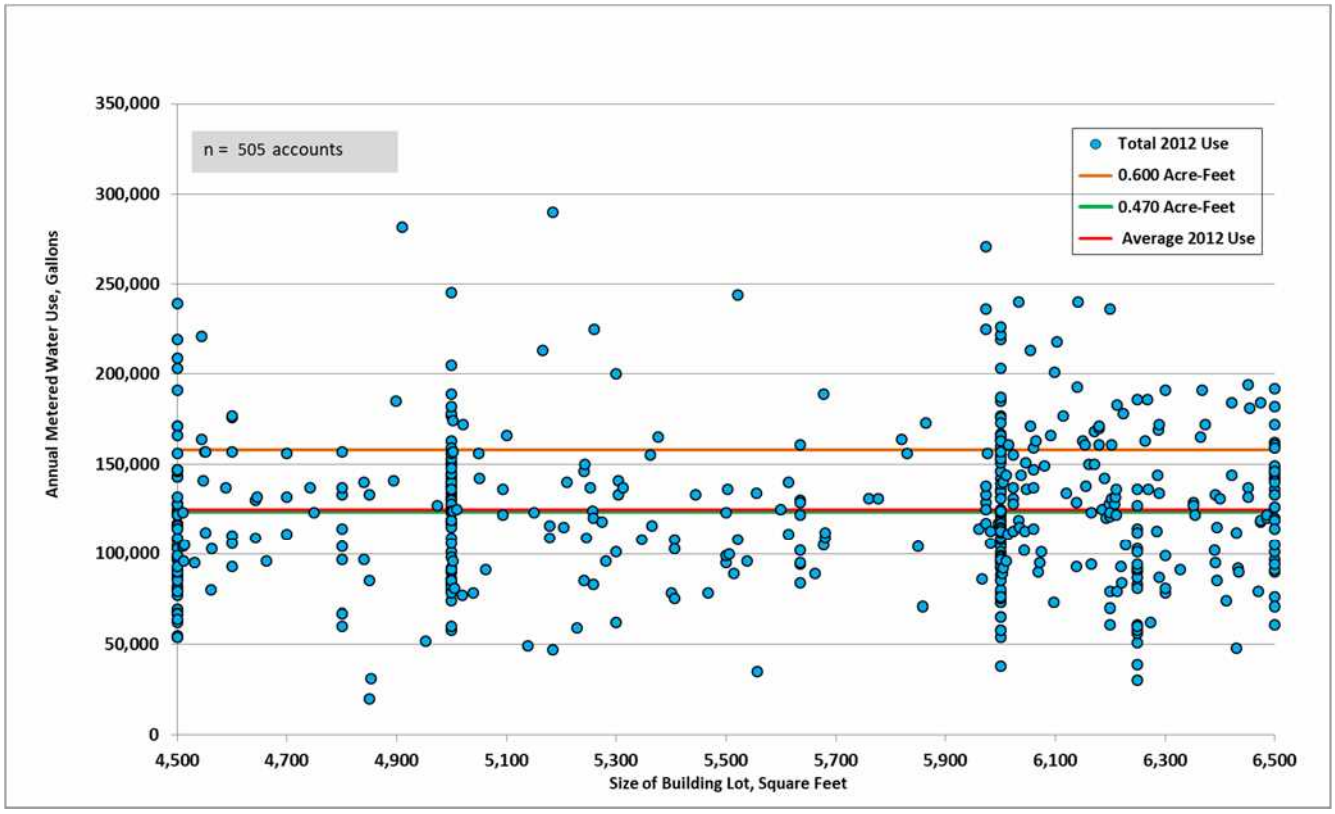
II. Lots between 4,501 square feet and 6,500 square feet

The number of accounts analyzed and annual usage are shown in the following table. The proposed dedication requirement is also shown:

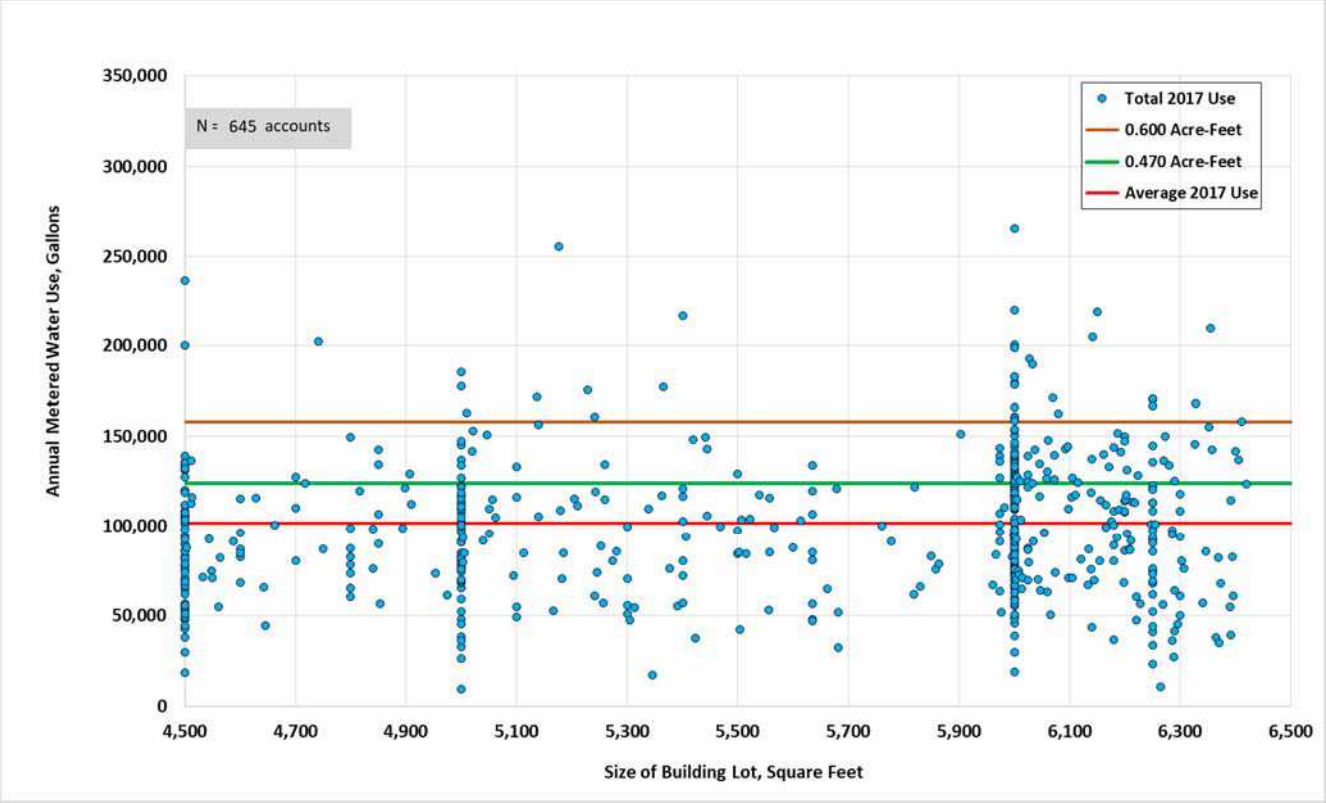
Year	Number of Accounts: 4,500 to 6,500 sf	Average Use, gallons	Proposed Dedication Requirement, (at individual meter) gallons	Raw Water Dedication, Gallons (Acre-feet)
2012	505	124,527	123,796	153,150 (0.470)
2017	645	101,573	123,796	

The average metered use in 2012 was about one percent more water than the recommended 123,796 gallons. In 2017, metered use was about 18 percent less than the metered delivery that would result from the recommended dedication requirement.

Total Annual Metered Water Use 2012 vs. Lot Size
Lots between 4,500 and 6,500 sf



Total Annual Metered Water Use 2017 vs. Lot Size,
for Lots between 4,500 and 6,500 Square Feet



AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 10.b **Discussion/Action** **Meeting Date:** October 28, 2020 **Initiated By:** Julie Pasillas **Dept:** Public Works

AGENDA TITLE

Resolution 20-103: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE FIRESTONE NATIVE WATER DEDICATION POLICY

SUMMARY

The Town of Firestone is actively looking to acquire native water rights in the lower St. Vrain River Basin. The use of native water rights will be an important part of the Town's ability to deliver water from the St. Vrain WTP. This policy is meant to guide the Board in its ability to enter into an agreement with a land-use applicant to accept water rights other than C-BT units or “water credits” as that term is defined in the Code section 1.08.050(C).

HISTORY AND PREVIOUS BOARD ACTION

The need for this policy was discussed with the Board of Trustees at the Board Retreat in September 2020.

RECOMMENDATION

Staff recommends approval of Resolution 20-103, a resolution establishing Firestone's Native Water Dedication Policy for the acceptance of native water rights to satisfy the water dedication requirement for development in the Town of Firestone.

ALTERNATIVES

The Board may choose not to approve Resolution 20-103 and provide Staff with additional direction.

ATTACHMENTS

1. Res 20-103 Native Water Dedication Policy-Final
2. Firestone Native Water Dedication Policy-Final
3. Addendum-A to Native Water Dedication Policy

FINANCIAL CONSIDERATIONS

N/A

RESOLUTION NO. 20-103

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE FIRESTONE NATIVE WATER DEDICATION POLICY

WHEREAS, to broaden the ability of landowners to fulfill the Town of Firestone's ("Town") water dedication requirement, Sections 1.08.050 and 13.08.010 of the Firestone Municipal Code permit, pursuant to a written agreement approved the Board of Trustees, water dedication requirements to be met with sources other than Colorado Big Thompson Units; and

WHEREAS, one alternative source as identified in the Town's 2020-2050 Water Action Plan is "native water," described as applicable to the Town, those water rights appropriated and historically diverted from the South Platte River and its tributary (Boulder Creek and St. Vrain Creek), by ditch and reservoir companies for irrigation uses; and

WHEREAS, staff in consultation with its water resource professionals recommends that the Board of Trustees adopt the proposed Firestone Native Water Dedication Policy, which sets forth the terms and conditions by which "native water" may be used to fulfill the Town's residential water dedication requirement.

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

The Firestone Native Water Dedication Policy, including Addendum A, is approved in substantially the same form as the copy attached hereto and made a part of this resolution.

INTRODUCED, READ AND ADOPTED this 28th day of October, 2020.

TOWN OF FIRESTONE, COLORADO

_____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

Firestone Native Water Dedication Policy

It is the Policy of the Board of Trustees (the "Board") of the Town of Firestone (hereinafter the "Town" or "Firestone") that the following guidelines shall be used to inform the Board when considering agreements for the acceptance of water rights for compliance with the requirements Firestone Municipal Code (the "Code") §§1.08.050 & 13.08.010.

1. This Policy is meant to guide the Board in its ability to enter into an agreements with a land use applicant ("applicant") for the acceptance of water rights other than C-BT units or "water credits" as that term is defined in the Code §1.08.050(C). The primary source of these other water rights will be "Native Water." For purposes of this policy "Native Water" is used to describe water rights which were appropriated and historically diverted from the South Platte and its tributaries (particularly Boulder Creek and St. Vrain Creek) and which were used for purposes other than municipal uses (primarily irrigation). These often include water rights associated with certain shares of stock in mutual ditch and reservoir companies. An agreement for Firestone to accept Native Water from an applicant (a "Native Water Dedication Agreement") will cover additional aspects of water rights transfers which may not be defined in this policy and for which the Board should consider in consultation with Firestone staff and Firestone's engineering and legal consultants.
2. The Board, by adoption of this Policy, authorizes the Town Manager and the Town Manager's designee(s) to negotiate Native Water Dedication Agreements with applicants on behalf of Firestone, in accordance with the principles described in this Policy, subject to final approval of any Native Water Dedication Agreement by the Board. All negotiations and other actions taken prior to the date of this Policy by the Town Manager and the Town Manager's designee(s) with regards to Native Water Dedication Agreements are hereby ratified and approved by the Board.
3. To assist applicants with the dedication of Native Water, the Board adopts Addendum A to this Policy, which is a list of the preliminary information which should be furnished to the Town Manager for any applicant interested in entering into a Native Water Dedication Agreement with Firestone.
4. It is the policy of the Board that any Native Water Dedication Agreement shall include a description of the property for which the applicant shall use the Native Water to meet the requirements of §§1.08.050 & 13.08.010 of the Code. Unless otherwise recommended by Firestone staff and agreed upon in the Native Water Dedication Agreement, the Native Water, once dedicated, shall not be transferable for use in meeting the requirements of §§1.08.050 & 13.08.010 of the Code on any property other than the property described in the Native Water Dedication Agreement.
5. Native Water which is dedicated to Firestone will need to go through a legal process to change its permissible use from irrigation or other uses, to Firestone's municipal use in order for the water to be usable by Firestone. This process requires the Native Water be

included in an application for a change of use of water right, which is filed in Water Court, Division 1. Firestone will prosecute any change in use of Native Water dedicated to Firestone unless otherwise recommended by Firestone staff and agreed upon in the Native Water Dedication Agreement. Through the change in use process, Firestone will incur legal and engineering fees. It is the policy of the Board that any Native Water Dedication Agreement shall require the applicant to pay a fee of $250,000.00 to cover these costs. This fee may be changed from time to time by resolution of the Board.

6. When considering whether to accept dedication of Native Water, the primary consideration for the Board should be whether the water rights are readily available for use by Firestone after the change in use process described above. Native Water which was not historically diverted and/or used near Firestone may be difficult for Firestone to utilize. The following list of ditch companies historically delivered water rights near Firestone:

    a. The Godding Ditch Company

    b. The Last Chance Ditch Company

    c. New Coal Ridge Ditch Company

    d. The New Consolidated Lower Boulder Reservoir and Ditch Company

    e. The Rural Ditch Company

    Native Water dedicated in the form of shares from these ditch companies should be readily available for use by Firestone after the change in use process, unless staff identifies other issues with their potential use by Firestone. The Board shall give preference to Native Water Dedication Agreements that propose to dedicate Native Water from these ditch companies. If an applicant proposes to dedicate Native Water from sources other than those described in the list above, the Board will seek advice from Firestone staff as to whether the Native Water would be readily available for use by Firestone after the change in use process. A Native Water Dedication Agreement which dedicates Native Water from sources other than those described in the list above may require the applicant to cover the cost of any additional infrastructure necessary to make the Native Water useable by Firestone, in addition to the Storage and Infrastructure Investment Fee described below.

7. The final determination for the amount of water credited to an applicant by a Native Water dedication ("Final Native Credit") shall be reserved until after the legal process to make the Native Water usable by Firestone is completed. The amount of water that is useable by Firestone from Native Water may vary for each dedication. It is the policy of the Board to consult with Firestone staff and Firestone's engineering and legal consultants for guidance on the estimated amount of Native Water which will be physically and legally available for use by Firestone ("Estimated Native Credit") prior to approving a Native Water Dedication Agreement. It is the policy of the Board that none of the Estimated Native Credit shall be available for conversion to water taps unless

otherwise recommended by Firestone staff and agreed upon in the Native Water Dedication Agreement.

8. In order to make Native Water capable of meeting Firestone's year round water demands, Firestone will need to acquire additional water storage and build additional water conveyance infrastructure. It is the policy of the Board that any Native Water Dedication Agreement will include a Storage and Infrastructure Investment Fee to be paid by the applicant. The Storage and Infrastructure Investment Fee shall be set by the Board by resolution and may be amended from time to time by subsequent resolution.

9. Firestone shall retain all rights and interests to any fully consumable return flow credits from dedicated Native Water, which may be generated in the future. It is the policy of the Board that no return flow credits will be provided to or otherwise usable by an applicant unless recommended by Firestone staff and agreed upon in the Native Water Dedication Agreement.

10. The Board reserves the right to decline to accept any Native Water or enter into any Native Water Dedication Agreement with an applicant in its sole and absolute discretion. The Board will not enter into a Native Water Dedication Agreement with an applicant that does not provide the information in Addendum A to the Town Manager or provides insufficient information to the Town Manager. Additionally, it is the policy of the Board to reject the dedication of Native Water where the Town Manager, the Town Manager's designee, and/or Firestone's engineering and legal consultants determine that the Native Water would not be readily usable by Firestone including, but not limited to the following issues: infrequent river diversions, lack of evidence of historical beneficial use, insufficient dry up of lands, low water quality, unavailability of necessary water conveyance or augmentation infrastructure and/or legal restrictions on change in the beneficial use of the Native Water.

ADDENDUM-A
to the Firestone Native Water Dedication Policy

In order to begin the negotiation of a Native Water Dedication Agreement with the Town of Firestone, any applicant that seeks to make a dedication of Native Water must, as a preliminary step, furnish the Town Manager or the Town Manager's designee the following information regarding the Native Water to be dedicated and the associated property the Native Water will be used for dedication:

1. A copy of the share certificates evidencing ownership of the Native Water (if part of a ditch or reservoir company).
2. A deed or other document evidencing most recent conveyance of the Native Water to the applicant.
3. A share trace (if part of a ditch or reservoir company) evidencing the clear chain of title to the current owner of the Native Water or a letter from the current owner authorizing Firestone or its agents to conduct a share trace on the Native Water.
4. Any liens or encumbrances on the Native Water.
5. Any decrees in which the Native Water was changed, including a change in use, change in point of diversion or change in location of use.
6. Any substitute water supply plans which have included the use of the Native Water.
7. Any engineering analysis conducted on the historical use of the Native Water which is in the possession of the applicant.
8. Affidavit of historical use of the Native Water to be dedicated.
9. Dry-up Agreement or other documents evidencing dry-up of the land historically irrigated with the Native Water to be dedicated.
10. The annexation agreement or other information showing the land the applicant intends to use any Native Credit received to support development upon.
11. Any easements, liens or encumbrances on the historically irrigated lands which could affect the title and/or use of the Native Water by the Town of Firestone.

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 10.c **Discussion/Action** **Meeting Date:** October 28, 2020 **Initiated By:** **Dept:** Town Clerk

AGENDA TITLE
2021 Budget Discussion

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS
None

FINANCIAL CONSIDERATIONS

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 10.d **Discussion/Action** **Meeting Date:** October 28, 2020 **Initiated By:** **Dept:** Administration

AGENDA TITLE
Dias Functionality Discussion

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS
None

FINANCIAL CONSIDERATIONS

Name	Total Paid
Total 4 RIVERS EQUIPMENT, LLC:	80.17
Total ACC MOUNTAIN WEST:	104,338.98
Total ACCENT BRANDING SOLUTIONS:	1,673.97
Total ACE HARDWARE OF FIRESTONE:	998.92
Total AGFINITY-MEAD:	724.00
Total AIMS JUNIOR COLLEGE DISTRICT:	73.01
Total AIRGAS INC:	35.88
Total ALAN PLUMMER AND ASSOCIATES, INC:	43,223.16
Total ALBERTSONS/SAFEWAY, INC.:	274.86
Total AMAZON:	1,523.65
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total AMERICAN WATER WORKS ASSOCIATION:	214.00
Total ANTHEM BLUE CROSS AND BLUE SHIELD:	98,880.82
Total ARC ABATEMENT INC:	38,327.00
Total ASCEND PROJECT MGMT & STORMWATER SVC INC:	16,192.50
Total ASPHALT SPECIALTIES-HENDERSON:	6,995.47
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total B K TIRE, INC:	1,736.38
Total BAREFOOT RESIDENTIAL LLC:	23.97
Total BENEFIT TECHNOLOGY RESOURCES, LLC:	200.00
Total BOW WOW PET WASTE PRODUCTS:	409.95
Total BROWNSTEIN HYATT FARBER SCHRECK:	15,000.00
Total CalAtlantic Group:	63.43
Total CARBON VALLEY RECREATION DISTRICT:	45.50
Total CARBON VALLEY RECREATION DISTRICT-FURA:	157.94
Total CASELLE, INC.:	3,455.00
Total Centennial Lending:	68,190.40
Total CENTRAL WELD COUNTY WATER DISTRICT:	21.32
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	114,150.33
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	92,100.00
Total CENTURY LINK:	665.68
Total CINTAS FIRST AID & SAFETY:	637.81
Total CIRSA:	5,188.00
Total CIVILARTS, INC:	855.60
Total COALRIDGE ANIMAL HOSPITAL, INC:	77.99
Total COLORADO CIVIL GROUP INC.:	38,106.75
Total COMCAST - PD:	1,807.97
Total COMCAST CABLE -0310188 - SEATTLE:	424.59
Total COMCAST-PHILADELPHIA:	294.97

Name	Total Paid
Total DANA KEPNER COMPANY, INC.:	9,918.95
Total DBC IRRIGATION SUPPLY:	15,141.78
Total DELTA DENTAL OF COLORADO, INC:	6,576.11
Total DESIGN CONCEPTS CLA, INC:	1,606.00
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	54.57
Total EMPLOYERS COUNCIL SERVICES, INC:	6,000.00
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	14,089.24
Total ENVIROTECH SERVICES, INC.:	9,114.24
Total FACTORY MOTOR PARTS CO.:	691.87
Total FIRST AMERICAN TITLE CO:	50.00
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	196.35
Total FIRST INTEGRITY TITLE COMPANY:	18.39
Total FIRSTBANK:	20,390.09
Total FRED DIEHL CONSULTING:	3,950.00
Total FREDERICK-FIRESTONE FIRE-FURA:	918.26
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	292.25
Total FRONT RANGE PORTABLE RESTROOMS, LLC:	430.00
Total FRONTIER BUSINESS PRODUCTS:	6.00
Total FRONTIER COMMUNICATIONS CORP (LEASE):	793.16
Total FRONTIER COMPUTER CORP.:	2,030.84
Total FUZION FIELD SERVICES LLC:	435.00
Total G & G EQUIPMENT INC:	350.00
Total GOLF & SPORT SOLUTIONS:	4,072.50
Total GRAINGER:	349.13
Total GRAVES CONSULTING LLC:	3,625.00
Total GREAT AMERICAN COFFEE/PUREWATER DYNAMICS:	190.00
Total GREEN GIRL RECYCLING SERVICES:	232.00
Total GREEN MILL SPORTSMAN'S CLUB, INC:	150.00
Total GROUND ENGINEERING CONSULTANTS, INC:	1,562.50
Total HALCYON DESIGN LLC:	28,144.06
Total HERITAGE TITLE - TUFTS:	93.28
Total HERITAGE TITLE (WYNKP):	.43
Total High Plains Library District - FURA:	205.02
Total HIGHWAY 119 METRO DISTRICT #2:	31.16
Total HOME DEPOT CREDIT SERVICES:	251.36
Total HYDRANT METER REFUNDS:	2,096.08
Total INTEGRATED WATER SERVICES, INC:	67,782.41
Total INTERMOUNTAIN SALES OF DENVER, INC.:	323.00
Total INTERSTATE BATTERY OF THE ROCKIES:	351.30

Name	Total Paid
Total INTERSTATE FORD:	32.11
Total JANE YAMADA:	200.00
Total KATHLEEN A. OATIS:	1,250.00
Total KB HOME COLORADO INC:	170.12
Total KENZ & LESLIE DISTRIBUTING CO.:	771.85
Total KG CLEAN, INC:	5,156.78
Total KIMBALL MIDWEST:	560.16
Total KING CHEVROLET BUICK GMC:	150.40
Total KINSCO, LLC:	175.59
Total L G EVERIST INC:	1,659.58
Total L.A.W.S.:	6,234.24
Total LAND TITLE-DENVER-2:	301.71
Total LAWRENCE JONES CUSTER GRASMICK, LLP:	11,806.50
Total LEONARD RICE ENGINEERS, INC:	25,053.25
Total LITTLE THOMPSON WATER DISTRICT:	3,099.73
Total LONGMONT HUMANE SOCIETY:	1,116.00
Total MAC EQUIPMENT INC LONGMONT:	1,639.95
Total MACDONALD EQUIPMENT:	3,200.00
Total MAIN STREET MAT COMPANY, INC:	373.16
Total MATCO TOOLS:	468.40
Total MCDONALD FARMS ENTERPRISES, INC:	15,391.39
Total MCGRANE WATER ENGINEERING, LLC:	21,623.00
Total MCI:	54.06
Total MELODY HOMES INC:	60.10
Total MISC VENDOR:	10,316.49
Total MURRAY DAHL BEERY & RENAUD LLC:	1,885.40
Total MUTUAL OF OMAHA INSURANCE CO:	14,644.04
Total NCSI:	560.00
Total NEW IPT INC:	24,312.50
Total Northern Colorado Water Cons. Dist.-FURA:	63.73
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	254,032.40
Total NP125 Metropolitan District - FURA:	29.99
Total OFFICE DEPOT INC:	890.94
Total O'REILLY AUTO PARTS:	2,004.98
Total ORKIN PEST CONTROL, INC:	301.83
Total PAUL D. BASSO:	1,000.00
Total PAWNEE BUTTES SEED INC:	18,541.00
Total PEPPER'S FIRESIDE GRILLE:	510.00
Total PINNACOL ASSURANCE:	22,142.13

Name	Total Paid
Total PIRTEK NOCO:	196.56
Total PITNEY GLOBAL FINANCIAL SERVICES LLC:	681.00
Total POO FREE PARKS:	1,099.91
Total QUICK-SET AUTO GLASS:	615.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	100.00
Total REDNECK TRAILER SUPPLY:	19.87
Total RESTITUTION / COURT REFUNDS:	1,182.50
Total RICHMOND AMERICAN HOMES:	90.14
Total RIPTIDE CAR & PET WASH:	638.00
Total ROSA LUCAS:	75.00
Total RPS PLAN ADMINISTRATORS/24 HOUR FLEX:	356.25
Total RUBINBROWN LLP:	28,120.00
Total RURAL DITCH COMPANY:	616.50
Total SAFE BUILT COLORADO INC:	40,271.21
Total SAFETY AND CONSTRUCTION SUPPLY INC:	114.18
Total SEACHANGE PRINT INNOVATIONS:	27,669.43
Total SHERWIN WILLIAMS CO.:	133.55
Total SNAP ON INDUSTRIAL:	182.54
Total SOUNDS OF THE ROCKIES ENTERTAINMENT:	1,600.00
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	1,700.84
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	1,224.08
Total St. Vrain Sanitation District - FURA:	30.83
Total STEVE BALCEROVICH:	1,250.00
Total Sturgeon Electric Company:	432.83
Total SUNRISE ENVIROMENTAL SCIENTIFIC:	303.74
Total TIMBERLAN, INC:	19,724.75
Total Toilet Rebates:	75.00
Total TRACTOR SUPPLY COMPANY:	422.98
Total TRAFFIC SIGNAL CONTROLS, INC:	16.00
Total TRANSWEST TRUCK TRAILER RV:	146.16
Total UME CUSTOM EMBROIDERY:	1,588.34
Total UNITED POWER:	15,172.90
Total UNIVERSITY AUTO PARTS, INC:	1,807.34
Total UTILITY REFUNDS -1:	1,978.56
Total VALLI INFORMATION SYSTEMS:	3,174.68
Total Verizon Connect NWF INC:	64.76
Total VERIZON WIRELESS:	5,588.33
Total VISION SERVICE PLAN - VSP:	1,168.85
Total WAGNER EQUIPMENT CO.:	24.54

Name	Total Paid
Total WAGNER WELDING SUPPLY CO.:	26.04
Total WASTE CONNECTIONS OF COLORADO INC:	398.83
Total WEAR PARTS & EQUIP CO., INC:	3,218.50
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	479.18
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,779.50
Total WELD COUNTY REGIONAL COMMUNICATIONS CNTR:	470.10
Total WELD COUNTY SCHOOL DIST RE-1 (FURA):	95.35
Total WENCK ASSOCIATES INC:	46,184.00
Total WESTERN PAPER DISTRIBUTORS INC:	800.57
Total WEX BANK:	10,146.72
Total WICKHAM TRACTOR CO, Inc:	1,177.55
Total WILLIAMSON & HAYASHI, LLC:	14,203.50
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,899.04
Grand Totals:	1,553,401.84

Town of Firestone

Payroll Monthly Board Report

Paycheck Issue Dates: 09/01/2020 to 9/30/2020

September 29, 2020

Hours/Units/Types Summary

PC	Title	Hours
1-00	Regular Pay	9,071.95
2-00	Overtime Pay	174.50
3-00	Paid Time Off & EIB	1,822.45
5-00	Call Outs	12.00
7-00	Holiday, Holidy Worked	806.70
8-10	PD Grant/Contracts	2.00
8-00	Miscellaneous Pay	10.50
8-21	NON WORK- COVID19	8.50
8-22	EPSL-Emrgncy Pd Sick	98.00
8-24	WORKING - COVID 19	225.05
9-01	Comp Time Earned	18.00
9-02	Comp Time Used	37.75
	Grand Totals:	12,287.40

Net Type	Amount
Direct Deposit Net	394,438.70
Net	0.00
3rd Party Pay Net	780.04
	395,218.74

Info Type	Amount
Informational	0.00
Fringe Benefits	9.60
	9.60

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	473,108.95	8-16	Employee Bonus	0.00	61-02	HSA7100	-5,102.66
1-03	Mayor/Trustee	2,150.00	8-20	Retro Pay (non-FPPA)	0.00	61-10	FSA- Dependent Care	-953.32
1-04	Temporary	0.00	8-21	NON WORK - COVID 19	225.95	61-11	FSA- Limited Purpose	-206.66
2-00	Overtime	9,466.60	8-22	EPSL-Emrgncy Pd Sick Lv	3,703.10	61-12	FSA - Medical	-1,738.86
3-01	PTO	35,616.73	8-24	WORKING - COVID 19	5,331.94	62-00	Dental Insurance	-921.21
3-05	PTO Payout	0.00	9-02	Comp Time	1,216.71	63-00	Vision	-318.00
3-10	Contract PTO	0.00	19-00	3rd Party Pay	791.52	64-01	Voluntary/Ad Life	-952.00
4-00	EIB	5,316.23	21-00	Cell Phone Stipend	225.00	64-03	Child Life	-40.00
5-01	Call Outs	66.58	30-01	Gift Card	0.00	64-04	Spouse Life	-302.90
5-02	PD Call Outs	433.00	30-04	Life Ins > 50k	9.60	64-99	Accident Insurance	-705.86
7-01	Holiday	16,494.79	40-00	401k - PERA	-318.84	70-01	Misc Deduction	0.00
7-02	Holiday Work SW	5,334.70	50-01	FPPA 457	-934.31	70-02	Child Support	-1,419.02
7-03	Holiday Work NSW	294.12	50-02	FPPA PD Pension	-21,732.13	70-03	Garnishment	-659.56
8-01	Misc Pay	122.46	50-03	FPPA ROTH	-742.56	70-04	Equipment	-578.06
8-02	Retro Pay	524.80	51-01	PERA	-28,729.16	74-00	Soc Sec	-806.90
8-04	Bereavement	0.00	51-02	PERA+457	-694.00	75-00	Medicare	-7,686.67
8-06	Snow Day	0.00	51-03	PERA Life	-77.50	76-00	FWT	-49,863.08
8-07	LTD Reimb	0.00	52-01	ICMA 401a	-250.00	77-00	SWT	-18,135.00
8-08	Pd Admin Leave	384.40	52-02	ICMA 457b-Pre	-883.48	79-00	3rd Party Medicare	-11.48
8-10	PD Grant	126.48	52-04	ICMA 457b-Post	-384.62	85-00	Net Pay - check	0.00
8-12	Jury Duty	0.00	60-00	Health Insurance	-18,175.85	86-00	Dir Deposit	394,438.70
8-13	Military Leave	14.11	61-01	HSA3550	-2,160.82	89-00	3rd Party Net	-780.04

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	15,805.08	61-01	HSA3550	1,100.00	91-00	Long Term Disability	1,998.67
51-01	PERA	47,994.62	61-02	HSA7100	3,100.00	92-00	Short Term Disability	1,995.68
51-04	PERA AED/SAED	498.08	62-00	Dental Insurance	5,554.94	93-00	Police Pension	5,532.22
52-01	ICMA 401a	0.00	63-00	Vision Insurance	864.37	94-00	Basic Life & AD&D	1,157.48
52-02	ICMA 457b	1,615.38	74-00	Social Security	806.90	95-01	Employee Asst Plan	599.84
60-00	Health Insurance	78,471.52	75-00	Medicare	7,698.15	98-00	State Unemployment	1,672.63