



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

April 14, 2021
7:00 PM
9900 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

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

Topic: 04-14-2021 Board of Trustees Meeting
Time: Apr 14, 2021 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88554902408?pwd=Rzl2cmhqMWJlCWJlZJM2VtdnNqNnJEZz09>

Meeting ID: 885 5490 2408

Passcode: 681994

One tap mobile

+13462487799,,88554902408#,,,,*681994# US (Houston)

+16699009128,,88554902408#,,,,*681994# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 885 5490 2408

Passcode: 681994

Find your local number: <https://us02web.zoom.us/j/88554902408?pwd=Rzl2cmhqMWJlCWJlZJM2VtdnNqNnJEZz09>

2. Call to Order & Roll Call

3. Pledge of Allegiance

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting 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.

4. Approval of Agenda

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

6. Consent Agenda

6.a. Approval of March 24, 2021 Meeting Minutes

7. Presentation

a. STAR Award

8. Executive Session

- a.** An executive session pursuant to C.R.S. 24-6-402(4)(e)(I) for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators regarding water rights acquisition

9. Land Development

- a. PUBLIC HEARING: Resolution 21-43:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FORT LUPTON AND THE TOWN OF FIRESTONE REGARDING GROWTH AND PLANNING AREAS
- b. PUBLIC HEARING: Resolution 21-44:** 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 TURNER COMMONS FILING NO. 1; AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE TURNER COMMONS FILING NO. 1 SUBDIVISION; AND APPROVING AND ACCEPTING AN EASEMENT AND AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND QUIKTRIP CORPORATION
- c. PUBLIC HEARING: Resolution 21-45:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN TURNER COMMONS FILING NO. 1

10. Discussion/Action

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- 10.a. **Resolution 21-41**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER RATES, FEES, TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE INVESTMENT FEES
- b. **Resolution 21-51**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING THE FIRESTONE NATIVE WATER DEDICATION POLICY
- c. **Resolution 21-42**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A COOPERATIVE DEVELOPMENT PLAN AGREEMENT
- d. **Resolution 21-46**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FORTRESS DEVELOPMENT SOLUTIONS, LLC, FOR GRADING SERVICES FOR THE ST VRAIN WATER TREATMENT PLANT'S SALT WATER DISPOSAL INJECTION WELL
- e. **Resolution 21-47**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HYDRO RESOURCES – ROCKY MOUNTAIN, INC. FOR DRILLING AND WASTEWATER INJECTION WELL SYSTEM SERVICES FOR THE ST VRAIN WATER TREATMENT PLANT'S SALT WATER INJECTION WELL FACILITY
- f. **Resolution 21-48**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND POWER SERVICE, INC., FOR PUMP STATION DESIGN BUILD SERVICES FOR THE ST VRAIN WATER TREATMENT PLANT'S SALT WATER DISPOSAL INJECTION WELL
- g. **Resolution 21-49**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CHANGE ORDER REGARDING THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HUDICK EXCAVATING, INC., REGARDING THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY PROJECT
- h. **Resolution 21-50**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BLUESCOPE CONSTRUCTION –

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GOVERNMENT SERVICES FOR THE PUBLIC WORKS FACILITY EXPANSION AND REMODEL PROJECT

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

12. Reports

12.a. Staff

12.a.i. Board Electronic Communication Policy Discussion

12.b. Mayor

12.c. Trustees

13. Executive Session

- a.** An executive session pursuant to C.R.S. 24-6-402(4)(f)(I) for a personnel matter regarding the annual evaluation of the Town Manager

14. Adjournment

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting is 30 minutes.

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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Consent Agenda

Meeting Date: April 14, 2021

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of March 24, 2021 Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of March 24, 2021 Meeting Minutes

ALTERNATIVES

ATTACHMENTS

1. 03-24-2021 Draft Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
March 24, 2021

1. Access Information

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

Topic: 03-24-2021 Board of Trustees Meeting

Time: Mar 24, 2021 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85946034611?pwd=bUNNWjh4MFZnOWR4Vmd4bUtVL0Zxdz09>

Meeting ID: 859 4603 4611

Passcode: 125440

One tap mobile

+13462487799,,85946034611#,,,,*125440# US (Houston)

+16699009128,,85946034611#,,,,*125440# US (San Jose)

Dial by your location

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+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 859 4603 4611

Passcode: 125440

Find your local number: <https://us02web.zoom.us/j/85946034611?pwd=bUNNWjh4MFZnOWR4Vmd4bUtVL0Zxdz09>

2. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on March 24, 2021, at the Police & Municipal Court Building, 9900 Park Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:01 PM.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Frank A. Jimenez

Trustees: Don Conyac
Samantha Meiring
Sean Doherty
Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Dave Lindsay, Engineer; 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 Trustee Meiring, **second** by Trustee Doherty, to Amend the Agenda to move Mayor Pro Tem Jimenez's Trustee Report between Approval of the Agenda and Public Comment.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

Motion by Trustee Meiring, **second** by Trustee Conyac, to Approve the Agenda as amended

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

Mayor Pro Tem Jimenez provided a Trustee report regarding an investigation.

Mayor Pro Tem Jimenez requested the Board give direction to the Town Attorney to review records for the unauthorized release of information regarding the investigation.

Motion by Trustee Conyac, **second** by Trustee Doherty, to direct the Town Attorney to conduct a review of records for the unauthorized release of information regarding the investigation.

Roll Call Vote:

Yes: Trustee Conyac, 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)

Drew Peterson of Firestone, Colorado, gave public comment for Linda Haney regarding an investigation.

Chris Woody of Firestone, Colorado, gave public comment for Linda Haney regarding an

investigation.

Teresa Curtis of Frederick, Colorado, gave public comment regarding an investigation.

Don Ponsilo of Firestone, Colorado, gave public comment regarding an investigation.

John Damsma of Firestone, Colorado, gave public comment regarding an investigation.

Linda Haney of Firestone, Colorado, gave public comment regarding an investigation.

Bob Reese of Firestone, Colorado, gave public comment regarding an investigation.

Angie of Firestone, Colorado, gave public comment regarding an investigation.

Brenda Hall of Firestone, Colorado, gave public comment regarding an investigation.

6. Consent Agenda

Motion by Trustee Doherty, **second** by Trustee Sharp, to Approve the Consent Agenda
Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

6.a. Approval of March 10, 2021 Meeting Minutes

6.b. **Resolution 21-39:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BEACON COMMUNICATIONS, LLC FOR THE ANNUAL PREVENTIVE MAINTENANCE INSPECTION OF THE TOWN'S CCTV SYSTEM

7. Discussion/Action

7.a. **Resolution 21-35:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY - SOUTHERN URBAN RENEWAL PLAN

Motion by Trustee Sharp, **second** by Mayor Pro Tem Jimenez, to Approve **Resolution 21-35:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY - SOUTHERN URBAN RENEWAL PLAN

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

7.b. Resolution 21-36: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY - NORTHERN URBAN RENEWAL PLAN

Motion by Trustee Conyac, **second** by Trustee Meiring, to Approve **Resolution 21-36:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY - NORTHERN URBAN RENEWAL PLAN

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

7.c. Resolution 21-37: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY - CENTRAL URBAN RENEWAL PLAN

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve **Resolution 21-37:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY - CENTRAL URBAN RENEWAL PLAN

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

7.d. Resolution 21-38: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY REGARDING COORDINATION AND STAFFING OF SERVICES

Motion by Trustee Sharp, **second** by Trustee Conyac, to Approve **Resolution 21-38:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,

COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE URBAN RENEWAL AUTHORITY REGARDING COORDINATION AND STAFFING OF SERVICES

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

7.e. Resolution 21-40: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PUMP PROCUREMENT AGREEMENT WITH WATER TECHNOLOGY GROUP FOR THE PURCHASE OF PUMPS FOR THE TOWN OF FIRESTONES PUMP STATION WHICH WILL TRANSFER TREATED WATER FROM THE ST. VRAIN WATER TREATMENT PLANT

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Meiring, to Approve **Resolution 21-40:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PUMP PROCUREMENT AGREEMENT WITH WATER TECHNOLOGY GROUP FOR THE PURCHASE OF PUMPS FOR THE TOWN OF FIRESTONES PUMP STATION WHICH WILL TRANSFER TREATED WATER FROM THE ST. VRAIN WATER TREATMENT PLANT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

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

Trent John of Firestone, Colorado, provided public comment regarding an investigation.

Thomas Mason of Firestone, Colorado, provided public comment regarding an investigation.

Becky Duckworth of Firestone, Colorado, provided public comment regarding an investigation.

Pat Mesdrer of Firestone, Colorado, provided public comment on the desire for additional dog parks.

9. Reports

9.a. Staff

Julie Pasillas, Public Works Director, reported to the Board of Trustees on the Firestone Clean-Up Day.

9.a.i. February Financial Report

9.a.ii. Town Banking Discussion

9.b. Mayor

9.c. Trustees

Trustee Sharp reported and acknowledged the tragedy in Boulder and reported on a vigil planned for at 6 pm on Sunday for Officer Talley.

Trustee Conyac thanked the Firestone Police Department for holding guard over Officer Talley's home.

Trustee Meiring reported that she, Trustee Doherty, the Town Manager met with the Lobbyist Team and went over current proposed legislation and potential impacts.

10. Adjournment

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to Adjourn at 8:53 PM, All in Favor, **Motion carried.**

Introduced and Approved the 14th of April, 2021

TOWN OF FIRESTONE, COLORADO

ATTEST

Bobbi Sindelar, Mayor

Jessica Koenig, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a

Presentation

Meeting Date: April 14, 2021

Initiated By: Jan Sloat

Dept: Human Resources

AGENDA TITLE

STAR Award

SUMMARY

Presentation of the STAR Award for Outstanding Achievement in recognition of the performance of duties by two of our police officers, Aaron Androulidakis and Devon Torres.

HISTORY AND PREVIOUS BOARD ACTION

In May 2019, the Board approved a new employee recognition program that was created to award employees for demonstrating exceptional service or exceeding expectations in the performance of their work and are deserving of Special Thanks and Recognition (STAR).

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. Special Thanks And Recognition Program (1)

FINANCIAL CONSIDERATIONS



Special Thanks And Recognition - STAR Award

The STAR Award is being created to recognize and express appreciation for services rendered by Town employees who demonstrate exceptional service and/or performance in one or more of the following categories:

- **Customer Service:** Exceeds customer service standards when serving the residents of the Town of Firestone.
- **Safety:** Recognizes employees for providing exceptional care and service while administering first aid and/or support until professional services arrive.
- **Creativity:** One-time innovation or creation that results in time/dollar savings, revenue enhancement, and productivity improvement; and/or ongoing innovative activities that will benefit the Town of Firestone.
- **Teamwork:** Acting as an exceptionally effective and cooperative team member or team leader for a group that has significantly exceeded goals and objectives of the department or unit.
- **Outstanding Achievement:** Awarded to the team member(s) for exceeding expectations and serving the Town in an exemplary manner.

To nominate an employee for consideration of the STAR Award you must submit your request in writing identifying the circumstance for the recommendation. Recipients of this award should demonstrate exceptional service and/or performance in one of the aforementioned categories.

Selected recipients of this award will be recognized at a regularly scheduled Town Board meeting by the Mayor and Board of Trustees and be presented with the STAR Award and a limited edition Town inspired t-shirt. Employees awarded the STAR Award will also have their name added to the STAR Award recipient plaque that will be located in the Board Room at Town Hall.

Recipients will be informed of their selection by means of a congratulatory email and letter inviting them to the next practicable Board meeting for this honor. We encourage recipients to invite family and friends as we recognize their achievement.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 9.a

Land Development

Meeting Date: April 14, 2021

Initiated By: Marty Ostholt

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 21-43: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FORT LUPTON AND THE TOWN OF FIRESTONE REGARDING GROWTH AND PLANNING AREAS

SUMMARY

Approval of Resolution 21-43 will approve an Intergovernmental Agreement with the City of Fort Lupton and authorize the Mayor to execute same.

HISTORY AND PREVIOUS BOARD ACTION

In January of this year, Town staff learned of a proposed Fort Lupton annexation that would have included CR-19. Upon learning of the proposed annexation, Town staff began taking steps to secure CR-19, south of CR-24, as the Town's eastern boundary. In February, Town staff began working with the City of Fort Lupton staff to establish a shared boundary and prepare the corresponding IGA.

The agreement establishes CR 19 (to the east edge of the future right-of-way line) as Firestone's eastern boundary and within the Firestone Planning Area. East of that line is within Fort Lupton's. It also memorializes that, during the term of the agreement, land east of the boundary can only annex into Fort Lupton and to the west only into Firestone.

The attached agreement:

- Identifies CR-19 south of CR-24 as the boundary between Firestone and Fort Lupton. (Exhibit A)
- Designates Planning areas for each community. (Exhibits B and C)
- Establishes a basis for coordinated planning regarding land use(s), transportation, and utility improvements.
- Is for a 10-year term with potential one-year renewals.

Finally, the agreement requires each community to notify the other regarding future comprehensive plan amendments.

The Town anticipates receiving an annexation petition soon from Weld County for CR-19.

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 21-43.

ALTERNATIVES

ATTACHMENTS

1. Reso 21-43 Ft Lupton-ToF IGA
2. Firestone draft IGA final clean version 3 30 21 with exhibits ToF Packet

FINANCIAL CONSIDERATIONS

There is no specific cost attached to this agreement, but Firestone will eventually assume maintenance responsibilities for specific portions of CR-19.

RESOLUTION NO. 21-43

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FORT LUPTON AND THE TOWN OF FIRESTONE REGARDING GROWTH AND PLANNING AREAS

WHEREAS, the City of Fort Lupton (“Fort Lupton”) and the Town of Firestone (“Firestone”) each a municipal corporation of the State of Colorado (collectively, the “Parties”), have proposed an intergovernmental agreement (the “Agreement”), a copy of which is attached hereto; and

WHEREAS, the State of Colorado has authorized and encouraged local governments to cooperate or contract with each other for the purposes of planning or regulating the development of land pursuant to the Local Government Land Use Control Act, C.R.S. § 29-20-101, *et seq.*, C.R.S. § 29-1-203, and § 18(2)(a) and 2(b) of Article XIV of the Colorado Constitution; and

WHEREAS, growth, development, and demands for municipal services exist, and will continue to exist within the geographic vicinity of Fort Lupton and Firestone; and

WHEREAS, certain unincorporated areas of Weld County are located between Firestone and Fort Lupton; and

WHEREAS, Firestone has adopted a comprehensive plan titled the *Firestone Master Plan 2013*, in which Firestone recognizes its support of the establishment of urban growth boundaries around municipalities; and

WHEREAS, Fort Lupton has adopted a comprehensive plan titled *Picture Fort Lupton*, adopted June 18, 2018; and

WHEREAS, Fort Lupton and Firestone have identified unincorporated areas within their respective growth boundaries which overlap; and

WHEREAS, through the Parties’ respective comprehensive plans and this Agreement, the Parties have both committed to: orderly growth and quality development; promoting economic viability and environmental integrity of their respective communities; planning the location and timing of activities and development which may result in increased demands for municipal services; providing for the efficient development and extension of municipal services, facilities, and regulations; and avoiding unnecessary duplication of governmental services; and

WHEREAS, the Parties desire to establish a growth boundary line for their respective east/west jurisdictional boundaries and establish respective planning areas, as described herein, for the purposes of planning for future annexation and guiding the use of land within these described areas; and

WHEREAS, cooperation and increased coordination between the Parties, as represented in this Agreement, in planning for the affected geographic area will enhance the ability of the Parties to achieve their respective and common goals; and

WHEREAS, the Parties, after notice and public hearing, have adopted resolutions approving this Agreement, which resolutions are attached hereto and incorporated by this reference.

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

The Intergovernmental Agreement Regarding Growth and Planning Areas between the City of Fort Lupton and the Town of Firestone is hereby approved in substantially the same form as the copy attached hereto as “Exhibit A” and made a part of this resolution. The Mayor is authorized to execute and deliver the Agreement on behalf of the Town, upon the City of Fort Lupton’s approval and execution of the Agreement.

INTRODUCED, READ AND ADOPTED this 14th day of April, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

EXHIBIT A
Intergovernmental Agreement between the City of Fort Lupton and the Town of Firestone
regarding Growth and Planning Areas

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF FORT LUPTON AND THE TOWN OF
FIRESTONE REGARDING GROWTH AND PLANNING AREAS

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made by and between THE CITY OF FORT LUPTON, a Colorado municipality with an address of 130 South McKinley Avenue, Fort Lupton, Colorado 80621 (“Fort Lupton”), and THE TOWN OF FIRESTONE, a Colorado municipality with an address of 151 Grant Avenue, Firestone, Colorado 80520 (“Firestone”) (each a “Party” and collectively the “Parties”).

WHEREAS, the State of Colorado has authorized and encouraged local governments to cooperate or contract with each other for the purposes of planning or regulating the development of land pursuant to the Local Government Land Use Control Act, C.R.S. § 29-20-101, *et seq.*, C.R.S. § 29-1-203, and § 18(2)(a) and 2(b) of Article XIV of the Colorado Constitution; and

WHEREAS, growth, development, and demands for municipal services exist, and will continue to exist within the geographic vicinity of Fort Lupton and Firestone; and

WHEREAS, certain unincorporated areas of Weld County are located between Firestone and Fort Lupton; and

WHEREAS, Firestone has adopted a comprehensive plan titled the *Firestone Master Plan 2013*, in which Firestone recognizes its support of the establishment of urban growth boundaries around municipalities; and

WHEREAS, Fort Lupton has adopted a comprehensive plan titled *Picture Fort Lupton*, adopted June 18, 2018; and

WHEREAS, Fort Lupton and Firestone have identified unincorporated areas within their respective growth boundaries which overlap; and

WHEREAS, through the Parties’ respective comprehensive plans and this Agreement, the Parties have both committed to: orderly growth and quality development; promoting economic viability and environmental integrity of their respective communities; planning the location and timing of activities and development which may result in increased demands for municipal services; providing for the efficient development and extension of municipal services, facilities, and regulations; and avoiding unnecessary duplication of governmental services; and

WHEREAS, the Parties desire to establish a growth boundary line for their respective east/west jurisdictional boundaries and establish respective planning areas, as described herein, for the purposes of planning for future annexation and guiding the use of land within these described areas; and

WHEREAS, cooperation and increased coordination between the Parties, as represented in this Agreement, in planning for the affected geographic area will enhance the ability of the Parties to achieve their respective and common goals; and

WHEREAS, the Parties, after notice and public hearing, have adopted resolutions approving this Agreement, which resolutions are attached hereto and incorporated by this reference.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Designation of Growth Boundary Line.** The boundary line that marks the jurisdictional growth boundaries between Firestone and Fort Lupton is depicted on the map identified as **Exhibit A** attached hereto and made a part hereof, and generally is described as the eastern boundary of Weld County Road 19 from one half-mile south of Weld County Road 18 to Weld County Road 24 (“Growth Boundary Line”).

2. **Designation of Planning Areas.** Fort Lupton hereby designates a planning area east of the Growth Boundary Line as depicted in the map attached hereto as **Exhibit B** and made a part hereof. Firestone hereby designates a planning area west of the Growth Boundary Line as depicted in the map attached hereto as **Exhibit C** and made a part hereof. Collectively, **Exhibit B** and **Exhibit C** shall be referred to herein as the “Planning Areas.”

3. **Annexation of Territory Relative to Growth Boundary Line.**

(a) **Fort Lupton.** Fort Lupton agrees not to annex, enter into any agreement to annex, commence proceedings to annex or entertain a petition to annex any territory which lies west of the Growth Boundary Line as shown on **Exhibit A**. Fort Lupton may annex and provide its services west of the Growth Boundary Line only with the prior written approval of Firestone.

(b) **Firestone.** Firestone agrees not to annex, enter into any agreement to annex, commence proceedings to annex, nor entertain a petition to annex any territory which lies east of the Growth Boundary Line as shown on **Exhibit A**. Firestone may annex and provide its services east of the Growth Boundary Line only with the prior written approval of Fort Lupton. Firestone shall annex the entirety of the Weld County Road 19 right-of-way along the Growth Boundary Line and shall have full operational control and maintenance responsibility of such portion of County Road 19 as the same may be widened in accordance with Paragraph 5(g) below.

(c) **Annexation Proceedings.** Each Party agrees that it shall not become directly or indirectly involved with the annexation proceedings of the other Party, or oppose the other Party’s annexation of property within its respective Planning Areas, as such Planning Areas are described in Paragraph 2 above and shown on **Exhibit B** and **Exhibit C**.

(d) **Annexation Petitions.** In the event either Party is contacted by any person or entity in connection with a request for annexation of land which lies in the other Party’s Planning Area, the contacted Party shall refer such person or entity to the other Party for disposition.

4. **Adoption of Development Plan.** It is the intent of the Parties that this Agreement is a mutually binding and enforceable “development plan” established pursuant to C.R.S. §§ 24-32-3209 and 29-20-105. To that end, each Party shall cause notice and a copy of this Agreement to be provided to each neighboring jurisdiction as defined in C.R.S. § 24-32-3209(1)(h) within thirty (30) days of execution of this Agreement by the Parties. The Parties further represent that they will each take appropriate actions to reflect the existence of this Agreement in the Parties’ respective comprehensive plans and three-mile plans.

5. **Coordination of Planning Areas.**

(a) **Fort Lupton.** Fort Lupton shall provide Firestone with a referral notice and a copy of any annexation petition or application for initial zoning, rezoning, planned unit development, variance, conditional use or special use, subdivision or injection well affecting any property within Fort Lupton's Planning Area as depicted in the map attached hereto as **Exhibit B**, for Firestone's review and comment at least twenty-one (21) days prior to any formal action thereon by any official, commission, agency, council or governing body of Fort Lupton. In reviewing any such application for initial zoning, rezoning, planned unit development, variance, conditional use or special use, subdivision, or injection well application proposal, Firestone shall consider future land uses and the effects of the proposal on the character and land uses currently existing in the Planning Areas.

(b) **Firestone.** Firestone shall provide Fort Lupton with a referral notice and a copy of any annexation petition or application for initial zoning, rezoning, planned unit development, variance, conditional use or special use, subdivision or injection well affecting any property within Firestone's Planning Area as depicted in the map attached hereto as **Exhibit C**, for Fort Lupton's review and comment at least twenty-one (21) days prior to any formal action thereon by any official, commission, agency, board or governing body of Firestone. In reviewing any such application for initial zoning, rezoning, planned unit development, variance, conditional use or special use, subdivision, or injection well application proposal, Fort Lupton shall consider future land uses and the effects of the proposal on the character and land uses currently existing in the Planning Areas.

(c) **Roadway Maintenance and Access.** Absent separate agreement, surface maintenance of any right-of-way shall be the responsibility of the municipality within which the right-of-way lies. All access to Weld County Road 19 shall be permitted through Firestone in accordance with Firestone's Design Standards and Construction Specifications for Public Improvements as may be amended from time to time. Firestone shall not impose any limitation on vehicular access or use of Weld County Road 19 so as to specifically exclude farm or agricultural vehicles and equipment, or to exclude new access solely because of objection by Firestone to the type of the new adjacent land use permit(s) granted by Fort Lupton.

(d) **Transportation Planning.** To facilitate the coordination of transportation planning efforts, the Parties agree to evaluate their respective comprehensive plans or transportation master plans to include any jointly designated transportation plans and standards for roadways that the Parties may develop within the Planning Areas.

(e) **Common Utility Corridor.** The Parties agree to work cooperatively to establish a common utility corridor to service the properties located both to the east and west of the Growth Boundary Line and to minimize surface impacts within the right-of-way of Weld County Road 19.

(f) **Regional Recreational Planning.** The Parties agree to cooperate with each other and other affected agencies and individuals in the planning and implementation of recreational opportunities within the Planning Areas, including but not limited to regional trail connectivity.

(g) **Ultimate Right-of-Way for WCR 19.** The parties acknowledge that Weld County Road 19 is planned to be expanded to 120' in width at full build-out. To facilitate the acquisition of right-of-way necessary for this future roadway expansion, Firestone and Fort Lupton shall adopt procedures whereby property owners abutting Weld County Road 19 will reserve future right-of-way at time of annexation and convey or dedicate necessary right-of-way to Firestone at the time of subdivision, site plan approval, or

other development approval in accordance with law.

6. **Notice of Comprehensive Plan Amendments.** Each Party shall comply with the provisions of C.R.S. § 24-32-3209(2)(a) by providing written notice at least fifteen days in advance of the first public hearing at which a Party will consider any comprehensive plan or comprehensive plan amendments. The Party to whom the referral is sent may provide written comments or objections any time prior to adoption of the comprehensive plan or plan amendments. In the event mediation is requested as part of the objection, such mediation shall be conducted in accordance with C.R.S. § 24-32-3209(2)(b) and (2)(c).

7. **Term and Termination.** The term of this Agreement shall commence on the date of mutual execution hereof by the Parties (the “Effective Date”) and shall terminate on December 31, 2031 (“Initial 10-Year Term”). Thereafter, it shall automatically renew for successive one (1) year terms, commencing on January 1, 2032, unless written notice of nonrenewal is served on the other Party at least thirty (30) days prior to the end of a term. This Agreement may be terminated before the end of the Initial 10-Year Term only with the written consent of the Parties, as expressed in a joint resolution passed by a majority vote of the Fort Lupton City Council and the Firestone Board of Trustees.

8. **Remedies.** Should either Party fail to comply with the provisions of this Agreement, the other Party, after providing written notification to the non-complying Party and upon the failure of said Party to achieve compliance within ninety (90) days after said notice, may at its option either terminate this Agreement in its entirety or seek appropriate relief, including specific performance or injunctive relief as authorized by C.R.S. § 29-20-105(2)(g), but excluding monetary damages.

9. **Consents/Approvals.** When this Agreement calls for the consent or approval of a Party, to be effective, such consent or approval shall be in the form of a resolution duly enacted by the Fort Lupton City Council or the Firestone Board of Trustees, as appropriate.

10. **Subject to Annual Appropriation.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of either Party 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. To the extent that any obligation under this Agreement is deemed to constitute a multiple fiscal year financial obligation pursuant to Article X, § 20 of the Colorado Constitution, the performance of such obligation is conditioned upon annual appropriation by the Fort Lupton City Council or the Firestone Board of Trustees, as appropriate, and in the sole discretion of that governing body.

11. **Amendment.** This Agreement may be amended in writing only by the mutual agreement of the governing bodies of the Parties.

12. **No Third Party Rights.** This Agreement is made solely for the benefit of the Parties, and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as Parties.

13. **Severability.** If any provision of this Agreement is deemed invalid, the validity and effect of any other provision shall not be affected; and such invalid provision shall be deemed deleted from this Agreement in a manner to give effect to the remaining provisions, except that if a requirement or limitation in such provision is declared invalid as to one Party, it shall likewise be deemed invalid as to the other Party.

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

15. **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.

16. **Entire Agreement.** This Agreement constitutes the entire understanding, contract, and agreement between the Parties as to the subject matters herein set forth.

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

18. **Police Powers Reserved.** Nothing herein shall be construed to limit or impair a Party's police powers.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) set forth below, to be effective as of the Effective Date.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

Date of signature: _____, 2021

ATTEST:

Mari Pena, City Clerk

APPROVED AS TO FORM:

J. Andrew Ausmus, City Attorney

CITY OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

Date of signature: _____, 2021

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM

William P. Hayashi, Town Attorney

Exhibit A

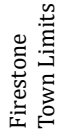
Growth Boundary Line



Fort Lupton
City Limits

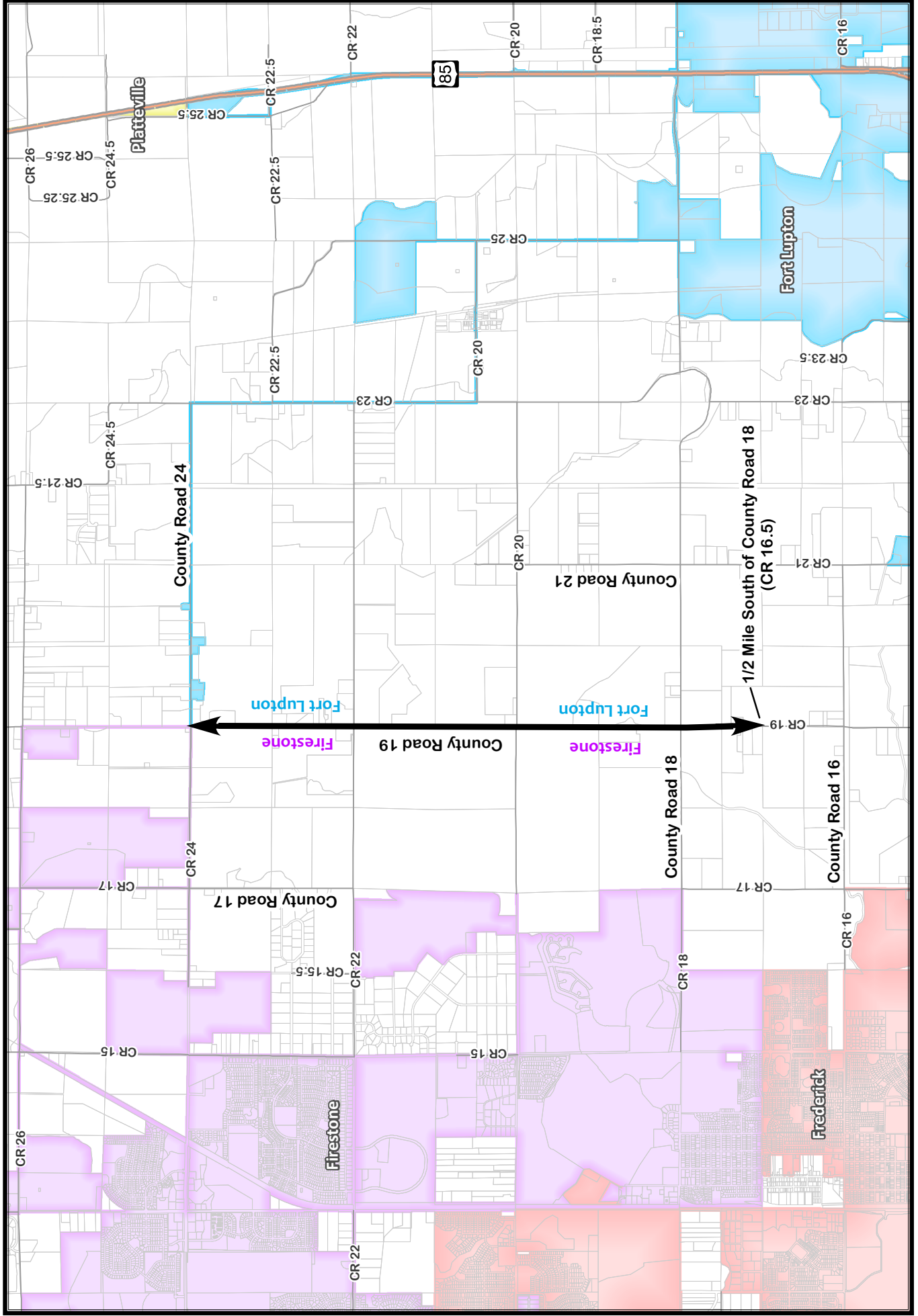


Firestone
Town Limits



The Growth Boundary Line is located 60' east of the
centerline of County Road 19 right-of-way.

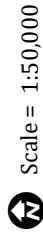
Scale = 1:50,000



Fort Lupton Planning Area

- Fort Lupton Planning Area
- Fort Lupton City Limits
- Firestone Town Limits

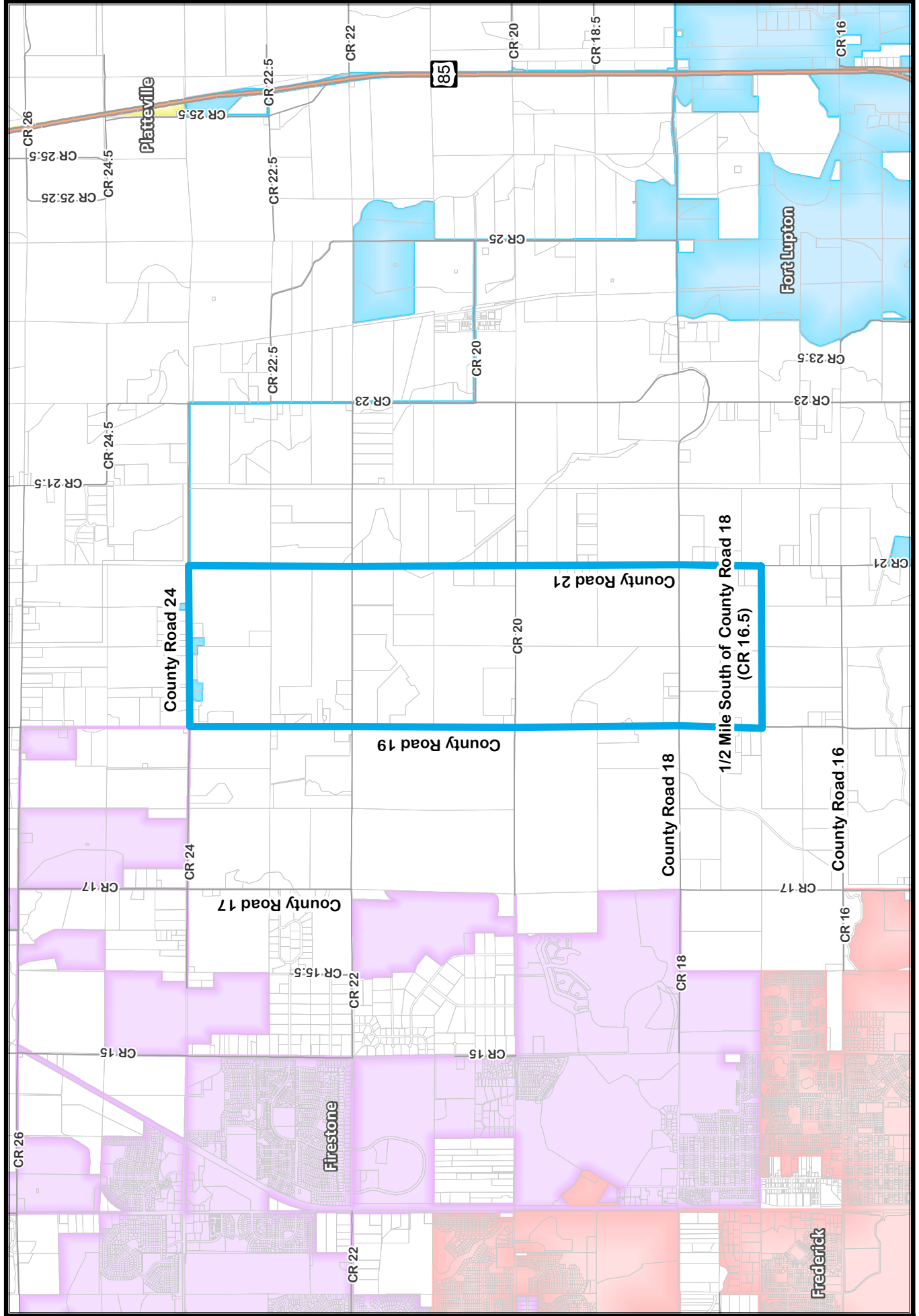
The Fort Lupton Planning Area is exclusive of the full built-out (120') width of County Road 19.



Scale = 1:50,000



Exhibit B



Firestone Planning Area

- Firestone Planning Area
- Fort Lupton City Limits
- Firestone Town Limits

The Firestone Planning Area is inclusive of the full built-out (120') width of County Road 19.

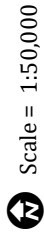
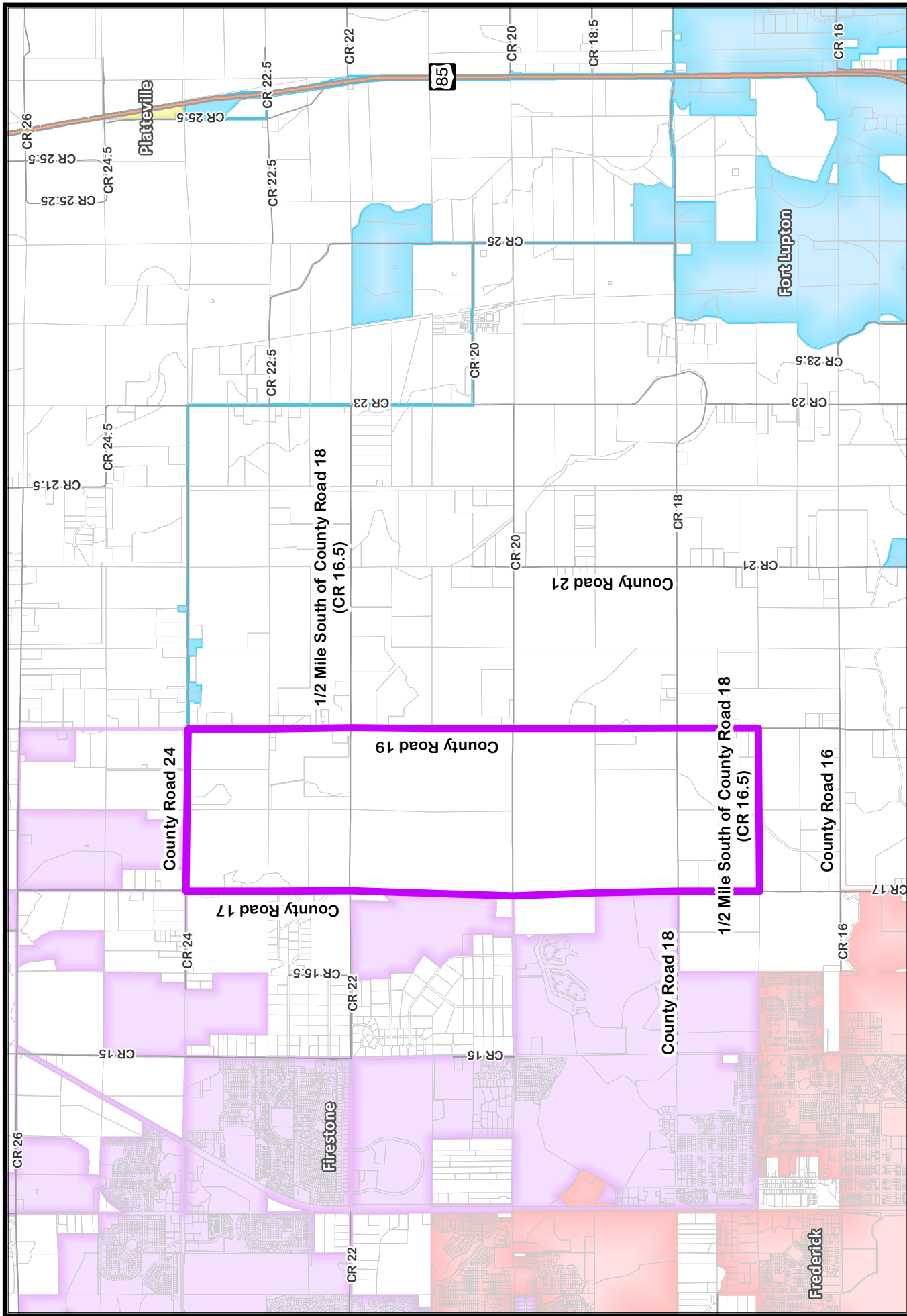


Exhibit C



AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 9.b

Land Development

Meeting Date: April 14, 2021

Initiated By: Millissa Berry

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 21-44: 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 TURNER COMMONS FILING NO. 1; AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE TURNER COMMONS FILING NO. 1 SUBDIVISION; AND APPROVING AND ACCEPTING AN EASEMENT AND AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND QUIKTRIP CORPORATION

SUMMARY

The Turner Commons Filing No. 1 Final Plat replats 4 existing lots into 3 lots and a tract. The property is located NW of the intersection of I-25 and Hwy 119. The resolution includes authorization to execute the associated subdivision agreement and an access agreement.

HISTORY AND PREVIOUS BOARD ACTION

The majority of the land in the Turner Commons subdivision was annexed into the Town in 2012. An additional 0.69 acres was annexed in 2021.

RECOMMENDATION

At its April 1, 2021 regular meeting, the Planning & Zoning Commission approved Resolution PC 21-03, a resolution recommending approval of the Turner Commons Filing No. 1 Final Plat to the Town Board. Staff is recommending approval of Resolution 21-44, a resolution by the Town Board approving the Turner Commons Filing No. 1 Final Plat.

ALTERNATIVES

ATTACHMENTS

1. 9b. Turner Commons F1 FP- Turner Commons F1 Lot 3 - QuikTrip FDP PC Staff Report
2. 9b. Reso 21-44 Turner Commons Final Plat_SDA_Easement
3. 9b. Turner Commons Filing 1 Final Plat
4. 9b. Turner Commons Subdivision Agreement - Draft
5. 9b. QuikTrip Vehicular Access Easement DRAFT
6. 9b. Turner Commons FP & FDP Staff Presentation
7. 9b. Res. PC-21-03 - FP Turner Commons Filing 1
8. 9b. Memo_TelephonicOption

FINANCIAL CONSIDERATIONS



Staff Report

**Resolution 21-44 - Turner Commons Filing No. 1 Final Plat
and
Resolution 21-45 - Lot 3 Turner Commons Filing No. 1 Final
Development Plan**

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

April 14, 2021

Applications

This staff report is for the Turner Commons Filing No. 1 Final Plat (Final Plat) and the Lot 3 Turner Commons Filing No. 1 Final Development Plan (FDP). The applicant for the Final Plat and FDP is QuikTrip Corporation represented by Michael Talcott of QuikTrip Corp. and Aaron McLean of Galloway and Company, Inc. The application was submitted prior to the adoption of the Firestone Development Code (FDC) and therefore was reviewed under the Firestone Development Regulations that were in place prior to the FDC.

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 applicant.

Location and Process

The approximate location of the Final Plat and FDP is northwest of the intersection of Highway (Hwy) 119 and Interstate 25. The Final Plat and FDP approvals are the final steps in the Firestone Development Regulations process prior to the building permit process. Please note that the application was submitted prior to the adoption of the Firestone Development Code so it was therefore processed under the standards at that time, the Firestone Development Regulations.

Final Plat Analysis

The majority of the Turner Commons Filing No. 1 Final Plat property is zoned Planned Unit Development with Regional Commercial (PUD RC) land uses. A 0.69 portion of the property which was recently annexed into the Town and is zoned Regional Commercial (RC). The property to be subdivided is approximately 6.27 acres in size. The proposed Final Plat creates three developable lots and one tract for access to the development as well as future access to the properties to the north. Access to the overall property is from the north leg of the intersection of Hwy 119 and Turner Boulevard. Access into the individual lots will be from an access road constructed on Tract A.

The Final Plat also shows the location proposed easements, and their intended purpose on the property. The property is currently encumbered by a multitude of easements that run from the southwest corner diagonally across the property to the northeast corner of the proposed Lot 3. The applicant is in the process of relocating the easements, via separate instruments, and vacating the easements that run through the middle of the proposed Lot 3. New easement alignments will be at the perimeter of the individual lots. The completion of the easement relocations and the vacation of the existing easements is expected to be within six (6) weeks of the approval of the plat. The Final Plat shows the intended easement layout for the property. Therefore, it cannot be recorded until the easements through the center of the property are vacated.

Final Development Plan Analysis

Lot 3 of Turner Commons Filing No. 1 is approximately 2.98 acres in size and is proposed to be developed with a 4,993 square foot commercial convenience store building and the associated fueling facility (9 double-sided stations), parking, and landscaping. The proposed use of Lot 3 is consistent with the approved Turner Commons ODP. The facility is intended to operate on a 24-hour basis.

Access into the overall subdivision is from and access drive that creates the north leg of the Turner Blvd and Hwy 119 intersection. The traffic intersection will be retrofitted with a new traffic signal on the south side (to signal the north leg traffic) and restriping to accommodate the new turn

movements. Access into Lot 3 is from 2 points off of the access drive. The proposed building and associated parking fronts Hwy 119 with the building being located near the center of the site. The proposed fueling stations are located on the western portion of the site. A trash enclosure is located at the north end of the property. An emphasized pedestrian access links the sidewalk along Hwy 119 to the entry of the building.

The proposed building is approximately 20 feet in height. (The maximum building height allowed per zoning is 50 feet.) The building is a bronze-toned brick with black stacked rock accent columns, red canopies, and a white cornice. A black mesh framework screens the roof equipment from view. Exterior equipment is finished in a dark brown to allow the equipment to blend into the brick wall. Exterior lighting fixtures are full cut off models. A recessed area may be incorporated into the right (east) elevation to accommodate an ice machine. A trash enclosure of the same bronze brick material is located north of the building. The fueling station canopies are 18' 6" in height. The fueling station canopies have a non-illuminated tan canopy with a thin illuminated red band at the bottom of the canopy. Canopy poles are wrapped with a brick to match the building. Proposed signage for the building and canopy are shown on the elevations within the FDP.

Two freestanding signs are proposed. One is located just east of the access point with Hwy 119. The other is located in the southeast corner of the site. The second freestanding sign referred to is intended to serve as a development identification sign. The intent of the development identification sign is to identify a number of commercial uses within the immediate area on a single sign structure. Signage on this freestanding sign is reserved for properties within the Town of Firestone in the area bounded by Highway 119, the south bound exit ramp along I-25, and the St. Vrain State Park.

The majority of the landscaping is located along the north, east and south edges of the site though landscaping also occurs in parking lot landscape islands and landscape islands long the access road that delineate where the access points into Lot 3. A drainage pond is located on the northern portion of the site adjacent to the trash enclosure. The existing irrigation ditch that crosses the property is being relocated to the south and east edges of the property. A split rail fence will flank the irrigation ditch to provide added protection between the commercial area and the irrigation ditch as well as between the sidewalk along Hwy 119 and the irrigation ditch. There is proposed grading on Lots 1 and 2 so those lots are technically included in the legal description of the FDP.

The fuel storage tanks are located immediately south of the drainage pond. Fuel trucks will access the site from the access drive and loop around the parking lot to the fuel tanks then back out to access drive without the need of additional maneuvers to turn the trucks around.

Although this FDP is processed through the Firestone Development Regulations, the development will comply with applicable setback, landscape, lighting, architecture and signage requirements of the Firestone Development Code.

Utility and Services

Water service will be provided directly from the Left Hand Water District. Sanitary sewer service will be provided by the St. Vrain Sanitation District. Electrical service is provided by United Power, which has existing service adjacent to the property. Additional utility providers include Century Link and the Frederick Firestone Fire Protection District. Due to the relocation and vacation of utility easements on the site and their current location where the proposed building will be located, this FDP may not be recorded until the Turner Commons Filing 1 Final Plat is recorded

Fiscal Analysis

The proposed development will provide employment opportunities as well as providing sales tax revenue to the Town.

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

Resolution 21-44 Turner Commons Filing No. 1 Final Plat

At its April 1, 2021 Regular meeting, the Planning & Zoning Commission approved Resolution PC-21-03, a resolution recommending approval of the Turner Commons Filing No. 1 Final Plat application to the Board of Trustees with conditions.

Staff recommends approval of Resolution 21-44 with the following conditions:

1. All minor, technical corrections to the Turner Commons Filing No. 1 final plat shall be made to the Town's satisfaction.
2. Applicant shall provide an updated title commitment when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
3. Applicant shall pay applicable fees incurred as a result of the subdivision application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.
4. Applicant shall execute the Turner Commons Filing No. 1 Subdivision Agreement.
5. Applicant shall execute the Vehicle Access Easement and Agreement.

Resolution 21-45 Lot 3 Turner Commons Filing No. 1 Final Development Plan

At its April 1, 2021 regular meeting, the Planning & Zoning Commission approved Resolution PC-21-04, a resolution recommending approval of the Lot 3 Turner Commons Filing No. 1 Final Development Plan application to the Board of Trustees with conditions.

Staff recommends approval of Resolution 21-45 with the following condition:

1. All minor, technical corrections to the Turner Commons Lot 3 final development plan shall be made to the Town's satisfaction.

RESOLUTION NO. 21-44

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 TURNER COMMONS FILING NO. 1; AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE TURNER COMMONS FILING NO. 1 SUBDIVISION; AND APPROVING AND ACCEPTING AN EASEMENT AND AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND QUIKTRIP CORPORATION

WHEREAS, QuikTrip (“Applicant”), as owner of certain real property located within the Town of Firestone, CO (the “Property”), has submitted a proposed final plat for the Property, entitled “Turner Commons Filing No. 1” (the “Final Plat”), attached hereto as **Exhibit A**, and a proposed Subdivision Development Agreement for the Property, attached hereto as **Exhibit B**; and

WHEREAS, the Town of Firestone desires to maintain vehicular and pedestrian ingress and egress by members of the general public across a portion of Tract A within the Turner Commons Filing No. 1 Subdivision; and

WHEREAS, maintenance of vehicular and pedestrian access across that certain portion of Tract A requires acquisition of a permanent easement over a portion of Tract A, as described and shown in the attached **Exhibit C**; and

WHEREAS, Applicant is willing to grant to the Town an easement on, over, and across a portion of Tract A for the aforesaid purposes, and pursuant to the terms and conditions contained in the Vehicle Access Easement and Agreement attached hereto as **Exhibit C**; and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the Final Plat on April 1, 2021, rendered a decision recommending approval of the Final Plat with four (4) conditions as more fully set forth in PC-21-03, dated April 1, 2021; and

WHEREAS, after reviewing the record of the Planning and Zoning Commission public hearing, and after considering the testimony, evidence and argument presented at the Board of Trustees public hearing, the Board of Trustees finds the proposed Final Plat to be in substantial compliance with the technical requirements of the Town of Firestone subdivision and zoning ordinances; and

WHEREAS, the Board of Trustees further desires to accept the Vehicle Access Easement in accordance with the terms and conditions set forth in the Vehicle Access Easement and Agreement.

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 and Zoning Commission's findings of fact in this case, as detailed in Resolution PC-21-03.

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 Turner Commons 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) All minor, technical corrections to the Turner Commons Filing No. 1 final plat shall be made to the Town's satisfaction.

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

(c) Applicant shall pay applicable fees incurred as a result of the subdivision application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

(d) Applicant shall execute the Turner Commons Filing No. 1 Subdivision Agreement.

(e) Applicant shall execute the Vehicle Access Easement and Agreement.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the plat Turner Commons Filing No. 1 is hereby accepted by the Town of Firestone, subject however, to the following conditions:

(a) that acceptance in no way obligates the Town of Firestone for the financing, construction, or maintenance of public improvements within such easements or other places designated for public use; and

(b) 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 subdivision plat the Town's approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the subdivision plat with Weld County Clerk and Recorder's office upon fulfillment of all conditions as indicated herein.

Section 6. The Subdivision Development Agreement between the Town of Firestone and QuikTrip Corporation is hereby approved in the form substantially similar to the form attached hereto as Exhibit B. The Mayor is authorized to execute the Subdivision Development Agreement on behalf of the Town.

Section 7. The Board of Trustees of the Town of Firestone hereby approves and accepts an easement pursuant to the terms and conditions contained in the Vehicle Access Easement and Agreement between the Town and QuikTrip Corporation, which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute on behalf of the Town the Vehicle Access Easement and Agreement in the form substantially as attached hereto.

Section 8. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Turner Commons Filing No. 1 final plat shall be null and void if the conditions set forth in Section 3 are not complied with within one hundred and eighty (180) days of the date of this Resolution.

PASSED AND ADOPTED this 14th day of April, 2021.

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Turner Commons Filing No. 1
Final Plat

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

CURVE TAG /	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	82°20'4"	78.55	50.00	S45°27'7"E	70.72
C2	113°08'5"	4.01	12.00	N5°20'7"E	5.96
C3	312°26'2"	24.05	43.30	S73°55'3"E	24.15
C4	65°07'6"	5.00	37.00	S26°15'4"E	6.89

EXHIBIT B

Turner Commons Filing No. 1 – Subdivision Agreement

**TURNER COMMONS FILING NO. 1
SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 20____, by and between the **TOWN OF FIRESTONE, a Colorado municipal corporation**, PO Box 750, Firestone, Colorado, 80516, hereinafter referred to as "Firestone" or "Town," and **QUIKTRIP CORPORATION, an Oklahoma corporation**, 1499 W. 120th Ave, Suite 110, Westminster, CO 80234-2719 }, hereinafter referred to as "Owner;" and

WHEREAS, Owner has submitted a Final Plat for TURNER COMMONS FILING NO. 1 ("Development") attached hereto as "Exhibit A" and incorporated herein by reference. Said Final Plat has been approved by Firestone; and

WHEREAS, the regulations of Firestone require that the Owner enter into an Agreement with Firestone relative to improvements related to the development; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, "Town Administrative Official" shall be defined as the Town Manager or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically provided in this Agreement to the contrary, all submittals to Firestone and acceptances required of Firestone in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative Official, who shall have general responsibility for coordinating development with Owner.

III. INTENTIONALLY DELETED

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

Owner agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, "Public Improvements" and "Common Facilities") and as described in "Exhibit B" attached hereto and made part hereof. Owner agrees to dedicate said improvements to Firestone, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

Owner shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Firestone, and in full conformity with Firestone's current Design Standards and Construction Specifications for Public Improvements ("Standards and Specifications"), ordinances and regulations.

B. Engineering and Consulting Services

Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the standards and criteria for Public Improvements as established and accepted by Firestone. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection services deemed necessary by Firestone.

C. Plan Submission and Acceptance

Owner shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Firestone shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the standards and criteria for Public Improvements as established by Firestone, and Firestone shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Firestone prior to construction. All acceptances required hereunder from Firestone shall be made by the Town Administrative Official.

D. Public Improvement Permits ("PIP")

Before the construction or installation of any improvements, Owner shall obtain a PIP from Firestone as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Owner will be reviewed by Firestone. If found to be complete and in accordance with Firestone's current Standards and Specifications and other pertinent requirements, Firestone will issue Owner the PIP. Owner shall reimburse Firestone for any additional expenses incurred by Firestone for the review of plans or inspection of construction work by consultants engaged by Firestone for that purpose. The Developer shall also apply and pay for a PIP for all common facilities.

E. Licensing of Contractors and/or Subcontractors

Owner shall ensure that all Contractors and subcontractors employed by the Owner shall be licensed by the Town before any work on the Improvements is commenced.

F. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Firestone's current Standards and Specifications. In addition, Owner shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be required by Firestone. Owner shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Firestone shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at Owner's expense so as to conform to the accepted plans and specifications.

All work shown on the accepted plans requires inspection by the Engineering Division. Except Town of Firestone holidays, inspection services are provided Monday through Friday, from 8:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Town Engineer for acceptance. Owner shall reimburse the Town for all direct costs of the after-hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common Facilities shall have inspections performed by a professional consulting service acceptable to Firestone. At all times Firestone shall have access to inspect the materials and workmanship of the Common Facilities if deemed necessary by Firestone. Inspection services for landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Firestone's current Standards and Specifications or Development Code.

G. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to Firestone, all necessary land, rights-of-way and easements required by Firestone for the construction of the proposed improvements related to the Development. Owner is only obligated to acquire that portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Firestone. All title documents shall be recorded by Firestone at Owner's expense. Owner shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Firestone.

Owner shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.

2. Colorado Department of Health and Environment (“CDPHE”) “General Permit for Stormwater Discharges Associated with Construction Activity”, required during construction.
3. Town of Firestone “Stormwater Quality Permit” per Firestone’s current Standards and Specifications.
4. Air Quality Permit.

H. Street Improvements

Owner shall furnish and install, at its own expense, the street improvements in conformance with the drawings, plans and specifications accepted by Firestone and in accordance with the PIP.

I. Sidewalk Improvements

Owner shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Firestone.

J. Street Signs, Traffic Signs, and Striping

Owner will furnish and install at Owners expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

K. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Firestone. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, United Power to install all required street lighting pursuant to United Power plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are located. The type of street lights shall be accepted by Firestone. Street lights shall be operational before the streets are open to the public. Owner shall be responsible for payment of all utility billing for street lights prior to Final Acceptance.

L. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications accepted by Firestone.

M. Wastewater Improvements

Owner shall furnish and install all sewer lines and appurtenances in conformance with the drawings, plans and specifications approved by the St. Vrain Sanitation District.

N. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by

Firestone. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Firestone approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.

2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.
3. Owner shall be responsible for obtaining a CDPHE “General Permit for Stormwater Discharges Associated with Construction Activity” required during construction. A copy of this permit shall be submitted to Firestone.
4. Owner agrees that all construction shall be in conformance with any and all National Pollutant Discharge Elimination Systems (NPDES) standards including compliance with and applicable NPDES and CDPHE permits issued to the Owner, applicable to the Development. The Owner further agrees that in the event there is any violation of such standards or permits issued, if the Town, as a result of the Owner’s actions, is subject to or is given a monetary fine, penalty or any type of obligation is imposed; such circumstance will constitute a default under the terms of this Agreement. Failure of the Owner to cure the default by reimbursement to the Town, upon notice to cure as required by Section X.C herein, shall result in a default of this Agreement.
5. Owner shall be responsible for obtaining a Town of Firestone “Stormwater Quality Permit” per Firestone’s current Standards and Specifications.
6. All drainage improvements not located on Town owned property shall be maintained by the Owner, or final property owner (the “Obligated Entity”). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet and outlet structures.
7. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Firestone with the Obligated Entity’s written acceptance of the maintenance responsibility for the drainage improvements prior to Final Acceptance.

O. Landscape Improvements

For public lands, common facilities, and rights-of-way, Owner shall furnish Firestone complete final landscape and irrigation plans for each phase and obtain acceptance by Firestone prior to commencement of construction. Owner shall construct landscape improvements as required in the landscape plan before the constructed improvements are accepted by Firestone. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and Common Facilities other than

single-family detached development, Owner shall furnish final landscape and irrigation plans to the Town Administrative Official for acceptance prior to installation of landscape improvements.

P. Utility Coordination and Installation

Owner shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All new and existing utilities shall be placed underground as required by the Firestone Municipal Code (“Code”) prior to the issuance of any building permit for the Development. Necessary aboveground appurtenances (meters, transformers, etc.) shall be carefully located with maximum aesthetic considerations, and outside of any sight triangles. Any aboveground appurtenances that will be visible from the public rights-of-way shall be screened from view. Screening shall consist of landscaping and/or, low fencing shall be installed in accordance with the Firestone Development Code. Specifics of the screening requirements shall be reviewed with the Landscape Plans and as amended once utilities are installed.

Q. Underdrains

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Obligated Entity.

The Owner shall install a curb underdrain system pursuant to the Standards and Specifications and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

R. Maintenance Definition

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services, individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development

review/approval process and be provided to the Obligated Entity responsible for maintenance activities.

V. IMPROVEMENT ACCEPTANCE

A. Initial Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Firestone. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Firestone may conduct the inspection without the approval of Owner. Owner shall provide Firestone with complete “as-built” drawings in a form as defined in Firestone’s current Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Firestone may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative Official shall grant “Initial Acceptance,” which shall be subject to “Final Acceptance” as set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Initial Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Initial Acceptance can be granted, and Firestone shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required within thirty (30) days of said notice, Firestone may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Firestone reserves the right to schedule re-inspections. No “Certificate of Occupancy” will be issued by Firestone prior to Initial Acceptance without written approval from the Town Administrative Official.

Additionally, for Common Facilities, the Owner shall include the Obligated Entity in the final inspection procedures and provide Firestone with written acceptance of the Common Facilities for maintenance from this final Obligated Entity.

B. Maintenance of Improvements

1. Warranty

Owner shall provide Firestone with a warranty starting from the date of Initial Acceptance until the date of Final Acceptance. This warranty period shall be for a minimum of two (2) years or until eighty percent (80%) of the building permits have been issued for the phase, whichever occurs later, on all Public Improvements and shall provide a two (2) year Warranty to the Obligated Entity for the Common Facilities.

2. Maintenance of Improvements

For the entire Warranty period, Owner shall, at its own expense, take all actions necessary to maintain said Public Improvements and make all needed repairs or replacements which, in the reasonable opinion of Firestone, shall become necessary, except that Firestone shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Firestone requesting such repairs or replacements, Owner has not completed such repairs, Firestone may exercise its rights to secure performance as provided in Section X.C of this Agreement. In the event that said repair is solely determined by the Town to be an emergency, the Town may immediately complete said repairs and invoice the Owner the Town's actual costs. The owner shall reimburse the Town within sixty (60) days after receipt of written notification or repair and supporting documentation from the Town Administrative Official. No acceptances shall be issued until Owner has made full payment for said repairs.

C. Final Acceptance

At least thirty (30) days before the Warranty period elapses from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance, as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Firestone's satisfaction within thirty (30) days after receipt of said notice, weather permitting, Firestone may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Firestone may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of Initial Acceptance or any Public Improvements are found not to conform to this Agreement, and Firestone's current Standards and Specifications, then the Owner shall be in default of the Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Firestone

In the event it becomes necessary for Firestone to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Firestone may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Firestone within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Firestone, then Owner shall be in default of this Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as “Exhibit B” attached hereto and incorporated herein by reference. Said exhibit generally identifies those Public Improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from “Exhibit B” does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on “Exhibit B.”

B. Improvement Guarantee

Owner shall submit to the Town Administrative Official an Improvement Guarantee for all Public Improvements for the Final Plat prior to recordation of this agreement. Said guarantee may be in cash or a letter of credit in form and substance.

1. Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.
2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on “Exhibit B.” The total minimum amounts are as follows:
 - a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on “Exhibit B.”
 - b) Upon Initial Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on “Exhibit B.”
 - c) Upon Initial Acceptance of Common Facilities: 0%.
 - d) After Final Acceptance of Public Improvements: 0%.
3. In addition to any other remedies it may have, Firestone may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter

of credit is set to expire, c) Firestone receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Firestone, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default of this Agreement and Firestone may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on “Exhibit B” are completed and accepted by the Town. In the event the Public Improvements and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common Facilities and construction is reasonably determined by Firestone to be greater than the amount of the security guarantee provided by the Owner to the Town, then Firestone shall furnish written notice to Owner of the condition, and within thirty (30) days of receipt of such notice Owner shall provide Firestone with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If Owner fails to provide Firestone with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance, then Owner is in default of this Agreement, without further notice, and is subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Firestone draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities.

5. **Building Permit Restrictions**

Owner agrees that the execution of this Agreement, the Town's approval of construction plans, or the Town's issuance of any type of permit for construction of the Public Improvements does not in any way, constitute an approval of building permit allocations or building permits.

- a) Owner expressly understands and acknowledges that the expenditure of funds for the construction and installation of any Public Improvements prior to approval of building permit allocations or building permits is exclusively at the Owner's risk. The Town reserves the right, in exercise of its police power, to choose not to grant building permits, or otherwise restrict or condition the granting of building permits for the Development based on current or future resolutions or ordinances of the Town. Unless specifically restricted or conditioned by current or future resolutions or ordinances of the Town, building permits may be granted once all Public Improvements for the development or within each Phase of the development are operational as solely determined by the Town.
- b) Upon written request of the Owner, at the sole discretion of the Town, the Owner may begin construction of the Public Improvements without furnishing an Improvement Guarantee, as provided in this Agreement, upon the following conditions:
 - i. The Owner has not transferred title to any portion of the Development.
 - ii. The Owner shall be required to obtain Initial Acceptance of all Public Improvements for the development or within each Phase of the development prior to the issuance of a building permit.
 - iii. After the Owner begins construction of the Public Improvements, if the Public Improvements remain unfinished for a period of one (1) year from the date this Agreement becomes effective, the Town shall require an Improvement Guarantee in accordance with this Agreement in lieu of the building permit restriction required by this Subsection. The Owner will have fifteen (15) days to provide the Town such an Improvement Guarantee, or the Town may issue a stop work order to remain in effect until the Improvement Guarantee is provided to the Town. The Town Administrative Official, at their sole discretion, may grant a single extension of up to one (1) additional year.
 - iv. The Owner shall not transfer title to any portion of the Development prior to Initial Acceptance being granted by the Town or upon providing the Town an

Improvement Guarantee in accordance with this Agreement.

- c) Upon the Town's Initial Acceptance of the Public Improvements, which shall include receipt of the Improvement Guarantee as outlined in Section VI.B, this building permit restriction shall be removed.

VII. OVERSIZING AND REIMBURSEMENT

Firestone may require Owner to build utility lines and other infrastructure large enough to serve property other than Owner's (oversizing). Firestone may also require Owner to construct or participate in the construction of certain off-site Public Improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Firestone.

A. Reimbursement due to Owner for Qualifying Public Improvements Constructed by Owner

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plans for properties that use these utilities or Public Improvements ("Benefited Property"), Firestone will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Firestone to pay or reimburse any costs to Owner in the event such costs are not recovered by Firestone as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so long as Firestone has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Firestone or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Firestone determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a nuisance, Owner agrees to abate said nuisance in accordance with Town Ordinances but no later than twenty-four (24) hours after notification of said nuisance. If Owner does not abate said nuisance, Firestone may abate the nuisance and/or correct any drainage or injury without notice to Owner, at Owner's expense. Owner also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way

after notification by Firestone. If Owner does not abate, or if an emergency exists as solely determined by the Town, Firestone may abate at Owner's expense. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. With the prior written approval of the Town Administrative Official, the operation of such equipment outside an enclosed structure may be permitted on weekend days and legal holidays between the hours of 8:00 a.m. and 4:00 p.m. The Town Administrative Official may alter the hours of operation for good cause. All construction activities shall operate in accordance with all Town codes, ordinances, and policies in regards to sound and noise. Failure to comply with this provision may result in the Owner to subjected to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

IX. SPECIAL PROVISIONS

A. Transportation

Owner shall be responsible to construct the Tract A access improvements and Highway 119 public improvements including the traffic signal and intersection improvements at Highway 119 and Turner Boulevard as shown on the Final Construction plans approved by the Town and Colorado Department of Transportation. Owner shall be eligible for reimbursement in accordance with Exhibit C of the final actual costs from adjacent benefited properties based on the pro-rata share of vehicle trip generation of the Benefited Property.

B. Maintenance of Vacant Lots

Owner shall be responsible for maintenance, including weed control, on all lots until such time the lots are sold.

C. Access to Tract A for Adjacent Property

1. The Town has requested that the Owner dedicate to the Town a public access easement to Tract A for the principal benefit of Benefited Property located to the north of the Property.

X. MISCELLANEOUS TERMS

A. Ground Water Dedication

As provided by Firestone ordinances, all tributary and not non-tributary ground water rights not already transferred to Firestone shall be dedicated to Firestone at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to

Firestone prior to signatures being affixed to this agreement.

B. Default

If Owner fails to fulfill the terms and conditions of this Agreement, Firestone, in its sole discretion, may declare Owner in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Firestone in law and equity. Firestone may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Firestone, including, but not limited to, reasonable administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Firestone may deduct these costs from the Improvement Guarantee. Firestone shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Firestone, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Firestone in law and equity and as provided for herein.

C. Insurance and Safety

Owner shall, through contract requirements and other normal means, guarantee and furnish to Firestone proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman's Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

D. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Firestone, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit, action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Firestone and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Firestone or conformance with requirements imposed by Firestone, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to Final Acceptance by Firestone of the construction work. Owner acknowledges that Firestone's review and acceptance of plans

for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

E. Recording Agreement

Firestone shall record this Agreement at Owner's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and Firestone shall retain the recorded Agreement.

F. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner shall not be released from its obligations hereunder until written notice to the Town Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Firestone and consent to such assignment by Firestone as required by Paragraph X.H has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

G. Assignment, Delegation and Notice

Owner shall provide to the Town Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Firestone's consent, provided that the purchaser deposits with Firestone all guaranties, security and sureties required under this Agreement. Until the Town Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Firestone may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Firestone's bargain under this Agreement may be materially and adversely impaired by such assignment.

H. Modification and Waiver

No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

I. Addresses for Notice

Any notice or communication required or permitted thereunder shall be given in writing

and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Firestone:

Town of Firestone

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

William P. Hayashi
Williamson and Hayashi, LLC

1650 38th Street, Suite 103
Boulder, CO 80301

Owner:

QuikTrip Corporation
Troy Devos, Director of Real Estate
1499 W, 120th Ave., Suite 110
Westminster, CO 80234-2719

QuikTrip Corporation
P.O. Box 3475,
Tulsa, Oklahoma 74101
Or, 4705 South 129th Avenue East
Tulsa, Oklahoma 74134

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

J. Force Majeure

Whenever Owner is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Firestone shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Owner.

K. Approvals

Whenever approval or acceptance of a matter is required or requested of Firestone pursuant to any provisions of the Agreement, Firestone shall act reasonably in responding to such matter.

L. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

M. Title and Authority

Owner warrants to Firestone that it is the record owner for the property within the Development. The undersigned further warrant having full power and authority to enter into this Agreement.

N. Severability

If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

O. Legal Fees; Venue

In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

P. Agreement Status After Final Acceptance

Upon Final Acceptance by Firestone of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement, with the exception of any maintenance and reimbursement obligations, shall terminate and no longer be in effect.

Q. Enforceability

This Agreement is made only between the Owner and Firestone, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN OF FIRESTONE, COLORADO

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

OWNER:
QuikTrip Corporation

By: _____
Troy C. DeVos

Title: Director of Real Estate

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
202__, by Troy C. DeVos, as Director of Real Estate of QuikTrip Corporation.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBITS LIST

EXHIBIT A – TURNER COMMONS FILING NO. 1 FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

DRAFT

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

CURVE TAG /	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	82°20'4"	78.55	50.00	S45°27'7"E	70.72
C2	113°08'5"	4.01	12.00	N5°20'7"E	5.96
C3	312°26'2"	24.05	43.30	S73°53'7"E	24.15
C4	65°07'6"	5.00	37.00	S26°15'4"E	6.89

[]

EXHIBIT B

Public Improvement Schedule

Cost Estimate

Engineer's Estimate of Probable Cost
for
QuikTrip Store #4202, Firestone, CO
Turner Commons, Filing No. 1

Date 03/02/2021

Public Improvements

Description	Unit	Quantity	Unit Cost	Amount
Streets				
CO State Highway 119				
Earthwork (Cut)	CY	12.48	\$ 3.25	\$ 40.56
Earthwork (Fill)	CY	29.85	\$ 3.25	\$ 97.01
Full-Depth Asphalt (Assumed Depth)	SY	550	\$ 43.00	\$ 23,650.00
6-inch Curb and Gutter	LF	248	\$ 22.00	\$ 5,456.00
Attached Sidewalk, Concrete (6-inch)	SF	713	\$ 5.00	\$ 3,565.00
ADA Ramps	EA	2	\$ 757.50	\$ 1,515.00
Traffic Signal	EA	1	\$ 475,000.00	\$ 475,000.00
Striping	SF	150	\$ 4.00	\$ 600.00
Remove Existing Asphalt	SY	468	\$ 15.13	\$ 7,080.84
Remove Existing Curb and Gutter	LF	280	\$ 8.44	\$ 2,363.20
Remove Existing Sidewalk	SY	189	\$ 7.00	\$ 1,323.00
Sod	SF	337	\$ 0.75	\$ 252.75
Sub Total CO State Highway 119				\$ 520,943.36

EXHIBIT C

Public Improvement Reimbursement and Fee In Lieu Schedule

Reimbursements due Owner:

1. Owner shall be eligible for reimbursement of the final actual costs of the Tract A access improvements and Highway 119 Public Improvements from the Benefited Property based on the pro-rata share of vehicle trip generation of the Benefited Property. Owner shall provide the Town detailed invoices for the Town's review and approval of all actual construction costs after Final Acceptance is granted for the improvements. The Town will require reimbursement as a condition of final approval of development on the Benefited Property. Nothing contained in this Agreement shall operate to create an obligations on the part of the Town to pay or reimburse any costs to Owner in the event such costs are not recovered by the Town as contemplated herein, for any reason, from the Benefited Property or property owners that use the Tract A access or Public Improvements, so long as the Town has made a good faith effort to recover such costs.

DRAFT

EXHIBIT C

QuikTrip Corp. Vehicle Access Easement and Agreement

VEHICLE ACCESS EASEMENT AND AGREEMENT

THIS VEHICLE ACCESS EASEMENT AND AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2021, by and between QUIKTRIP CORPORATION, an Oklahoma corporation, whose address is 1499 W. 120th Avenue, Suite 110, Westminster, CO 80234-2719 (“Grantor”) and **THE TOWN OF FIRESTONE, COLORADO**, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, whose address is 151 Grant Ave., Firestone, Colorado, 80520 (the “Grantee”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, legally described as **Tract A, Turner Commons Filing 1 Final Plat** (the “Property”).

2. Consideration - Grant of Permanent Easement. For and in consideration of the covenants and agreements set forth herein, the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, Grantor grants, sells and conveys to the Grantee, its successors and assigns, effective as of the date of recording, a non-exclusive, permanent easement (the “Permanent Easement”) on, over, under and across the Property described as the **Northernmost Fifteen Feet (15’) of Tract A, Turner Commons Filing 1 Final Plat** (the “Permanent Easement Area”), subject to the terms, conditions and restrictions set forth below.

3. Purpose and Uses of Permanent Easement. From and after the date of recording, Grantee may use the Permanent Easement: (a) at any time and from time to time, for vehicle and pedestrian ingress and egress from adjacent public right-of-way or any connecting public access areas to such Permanent Easement Area by members of the general public; (b) to construct, install, operate, maintain, replace, repair, or inspect and remove at any time and from time to time a hard- or soft-surface access drive and related surface facilities, including, without limitation, related curb, gutters, sidewalks, lighting, and landscaping, if any (collectively, the “**Improvements**”) within the Easement Area; and (c) to mark the location of the Permanent Easement Area and the Improvements by suitable markers set and maintained in the ground.

4. Additional Rights of Grantee.

(a) Grantee shall have the right to cut, mow, or otherwise remove trees, undergrowth, weeds, brush, vegetation or other obstructions from the Permanent Easement Area that, in its sole and absolute judgment, may injure, endanger or interfere with the Improvements, the safe and passable condition of the Improvements, or Grantee’s exercise of the rights granted herein.

(b) Any trees, shrubs, landscaping features, permanent structures, or any other obstructions prohibited under Section 6(b) below that are installed or placed within the Easement Area by Grantor, without the prior written consent of the Grantee, may be removed by the Grantee without liability for damages arising therefrom, if removal of such improvements is necessary for the Grantee’s full use and enjoyment of the rights hereby granted.

5. Restrictions on Grant of Easement. Grantee shall not have the right to construct, erect, install, place, locate, use, operate, maintain, or replace any structures, equipment, facilities or

improvements upon, across, over, through and within the Easement Area, other than the Improvements permitted under this Agreement.

6. Grantor's Rights in Permanent Easement Area. Grantor reserves all other rights in and to the Easement Area, including the right to use the Easement Area for any purposes whatsoever, which will not impair, endanger, or unreasonably interfere with Grantee's full enjoyment of the rights hereby granted, subject to the following restrictions or conditions:

(a) Grantor shall not impair the lateral or subjacent support for the Improvements or the Permanent Easement Area, or otherwise change the ground level in the Permanent Easement Area;

(b) Grantor shall not erect or construct any permanent structure or building, drill or operate any well, construct any reservoir or impoundment, or install or plant any trees, woody shrubs, or landscaping features within the Permanent Easement Area without the prior written consent of the Grantee, which shall not be unreasonably withheld.

(c) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Permanent Easement Area, other than vegetation not prohibited under paragraph 6(b), above.

(d) Grantor may be eligible for reimbursement from Benefited Properties subject to the provisions of the Turner Commons Filing No. 1 Subdivision Agreement.

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

8. Representations and Warranties of Grantor. Grantor hereby warrants and represents to Grantee that Grantor is seized with fee title to the underlying real property and there are no other parties with interest; that the rights conveyed herein are free and clear of liens and encumbrances; and that Grantor has sole and exclusive authority to enter into this Permanent Easement.

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

10. Effect of Easement. This Permanent Easement shall be deemed by the Parties to be effective as of the date of Grantee's recording of the Agreement.

11. Cooperation; Recordation. Grantor shall, on the demand of Grantee, duly execute and deliver this Agreement without undue delay or expense. Grantee may, in its sole and absolute discretion, record this Agreement in the Weld County Clerk and Recorder's Office at any time after the date of its mutual execution by the Parties. Grantee shall be responsible for any and all costs related to the recording of this Agreement.

12. Binding Effect - Runs With Land. From and after the time of its recording, this Permanent Easement shall extend to and be binding upon the successors and assigns of the respective Parties hereto. The rights and responsibilities set forth in this Permanent Easement are intended to be covenants upon the Easement Area and are to run with the land.

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

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

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

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

17. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Each of the Parties shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by facsimile or electronic mail transmission. The Parties further agree this Agreement may be executed by electronic copies of signatures, and any electronic copies of signatures shall be binding upon the Party providing such electronic copy of signature as if it were the Party's original signature.

[Remainder of page intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this instrument on the date and year first above written.

GRANTOR:

[INSERT]

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of _____, owner of the Subject Property.

Witness my hand and official seal.

(Notary Public Official Signature)

(Title of office)

(Commission Expiration)

[Signatures continue on following page]

ACCEPTED BY GRANTEE:

TOWN OF FIRESTONE

By: _____
Bobbi Sindelar, Mayor

ATTEST:

By: _____
Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

By: _____
William P. Hayashi, Town Attorney

FINAL PLAT
TURNER COMMONS
FILING NO.1

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

LINE TABLE		
LINE TAG #	BEARING	LENGTH (FT)
L1	S76°16'14"E	8.65
L2	N30°26'34"E	8.54

CURVE TABLE				
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING
C1	90°00'47"	78.55	50.00	S45°10'27"E
C2	19°06'59"	6.01	18.00	N18°30'27"E
C3	32°26'26"	24.52	43.30	S73°53'57"E
C4	6°56'04"	6.90	57.00	S86°33'54"E

NORTHWEST CORNER
REC. 3361152
FOUND #4 REBAR
WITH PLASTIC CAP
STAMPED "PLS 12697"

REC. 3898208
OWNER: STENER LLC.

LEGEND

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND PROPERTY MONUMENT AS DESCRIBED
- FOUND #5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "PLS 14108"
- FOUND PK NAIL WITH 1-1/2" ALUMINUM DISC STAMPED "PLS 38069"
- FOUND 3" ALUMINUM CAP STAMPED "PLS 18482"
- FOUND #4 REBAR WITH PLASTIC CAP STAMPED "PLS 18982"
- FOUND #4 REBAR WITH PLASTIC CAP STAMPED "PLS 12697"
- FOUND #4 REBAR WITH ILLEGIBLE PLASTIC CAP
- FOUND #4 REBAR NO IDENTIFICATION
- FOUND #5 REBAR NO IDENTIFICATION

SET #5 REBAR 24" LONG WITH 1-1/4"
PLASTIC CAP STAMPED "PLS 38069"
UNLESS OTHERWISE DESCRIBED

REC. 3361152
OWNER: KARMA, LLC.

INGRESS & EGRESS EASEMENT
REC. 1912310

INGRESS & EGRESS EASEMENT
REC. 01940086

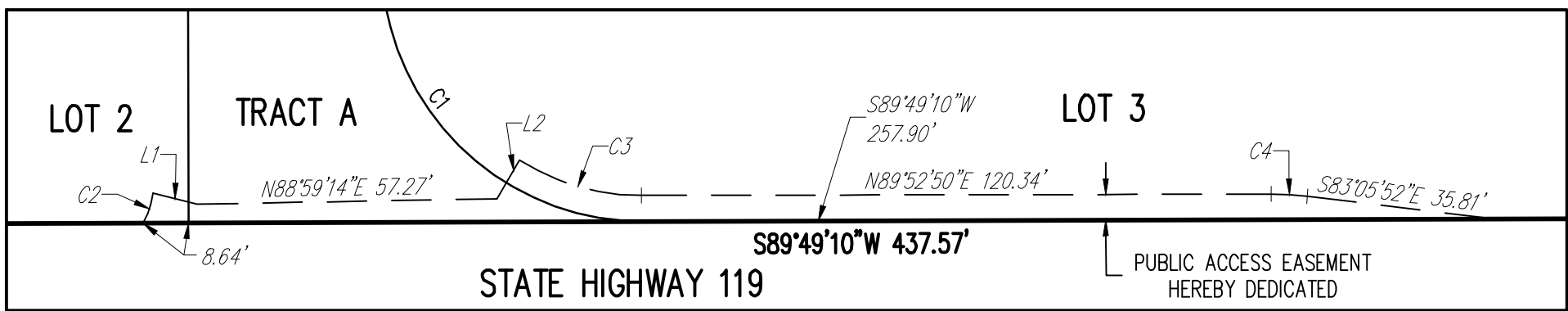
INGRESS / EGRESS
EASEMENT
REC. 1912310

FOUND NAIL WITH
ILLEGIBLE BRASS DISC
NOT ACCEPTED

SOUTHWEST CORNER
REC. 3361152
FOUND #5 REBAR
WITH PLASTIC CAP
STAMPED "PLS 20876"

EAST 1/16 CORNER
T2N R68W
SEC. 3
SEC. 10
FOUND 3-1/4" ALUMINUM CAP
STAMPED "PLS 34977"

DETAIL
1" = 30'



1/4 CORNER
T2N R68W
SEC. 3 | SEC. 2
FOUND 3-1/4" ALUMINUM CAP
ILLEGIBLE

CERTIFICATE OF DEDICATION, OWNERSHIP AND MAINTENANCE:

KNOW ALL MEN BY THOSE PRESENTS THAT QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION BEING THE OWNER(S), OF CERTAIN LANDS SHOWN ON THIS PLAT AND DESCRIBED AS FOLLOWS:

ALL OF LOT 1, RECORDED EXEMPTION NO. 1313-3-4-RE 626, RECORDED SEPTEMBER 12, 1983 UNDER RECEPTION NO. 01940086, BEING A PART OF THE SE 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., EXCEPTING THEREFROM THAT PARCEL CONVEYED IN SPECIAL WARRANTY DEED RECORDED JUNE 9, 1997 UNDER RECEPTION NO. 2552005, COUNTY OF WELD, STATE OF COLORADO.

TOGETHER WITH:

LOT 2, AMENDED RECORDED EXEMPTION NO. 1313-03-4-AMRE-626, RECORDED DECEMBER 17, 2009 UNDER RECEPTION NO. 3665637, BEING A PART OF THE SE 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

TOGETHER WITH:

SE-1156 LOT, SUBDIVISION EXCEPTION NO. SE-1156, RECORDED DECEMBER 17, 2009 UNDER RECEPTION NO. 3665635, BEING A PART OF THE SE 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., EXCEPTING THEREFROM THAT PARCELS CONVEYED IN DEEDS RECORDED JULY 1, 1988 UNDER RECEPTION NO. 02146713 AND JUNE 9, 1997 UNDER RECEPTION NO. 2552005, AND FURTHER EXCEPTING PARCEL NUMBER 14, SET FORTH ON PAGE 3 OF RULE AND ORDER RECORDED DECEMBER 3, 1998 UNDER RECEPTION NO. 2657786, COUNTY OF WELD, STATE OF COLORADO.

TOTAL AREA OF ALL PARCELS: 6.27 ACRES, MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF TURNER COMMONS 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 USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN, AND DO HEREBY GRANT TO THE RURAL DITCH COMPANY THE 50' RURAL DITCH EASEMENT SHOWN HEREON.

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

OWNER:

QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION

BY: _____ AS _____ OF
QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION

STATE OF _____ }
COUNTY OF _____ } SS.

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME

THIS _____ DAY OF _____, 20____.

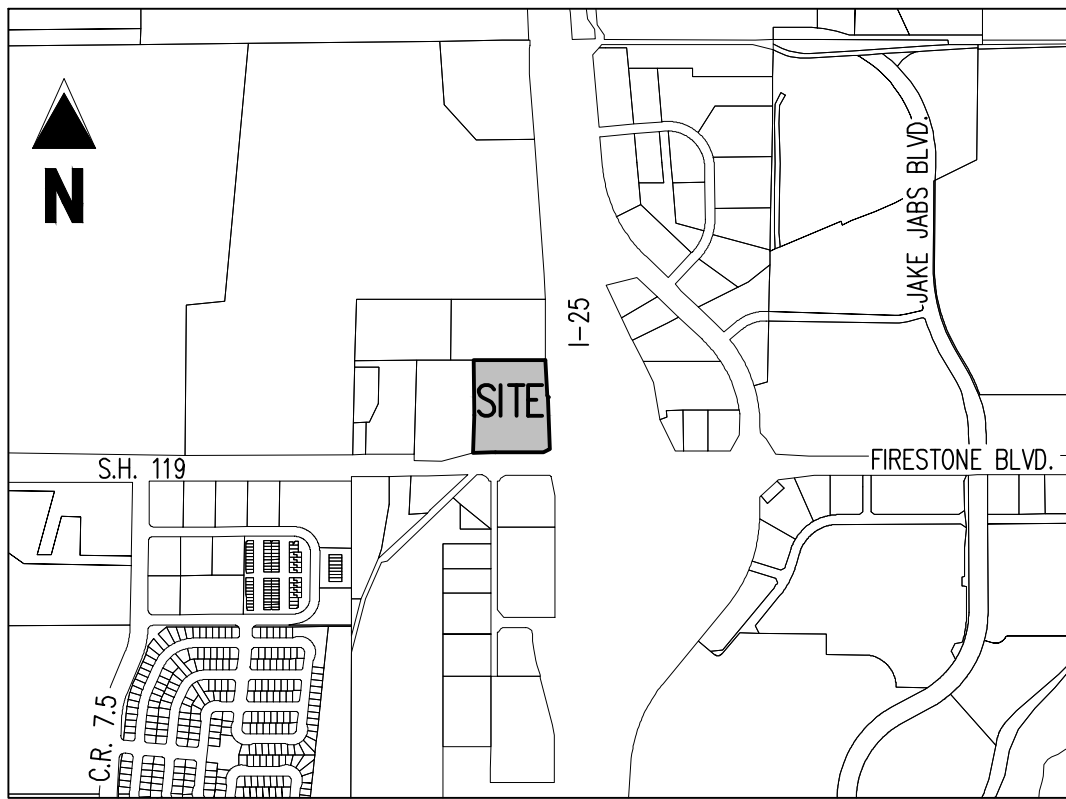
MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC

BASIS OF BEARING

ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND IS CONSIDERED TO BEAR S 89°47'08" W, MONUMENTED AS SHOWN.



VICINITY MAP

1" = 1200'

NOTES:

- THIS MAP WAS PREPARED FOR A MINOR SUBDIVISION PLAT ONLY BASED ON FIELD DATA COLLECTED AND OBSERVATIONS COMPLETED ON JANUARY 29, 2020.
- 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 COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS MAP DOES NOT REPRESENT A TITLE SEARCH BY GALLOWAY & COMPANY, INC. TO DETERMINE OWNERSHIP OR THIS TRACT. VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT OF WAY OR TITLE THEREOF, GALLOWAY & COMPANY INC. RELIED UPON TITLE COMMITMENT PROVIDED BY CLIENT AND PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. ABZ25164279-3, WITH A COMMITMENT DATE OF 05/29/2019 AT 5:00 PM.
- ALL LINEAL DISTANCES SHOWN ARE U.S. SURVEY FEET.
- GRADING, DRAINAGE, AND IRRIGATION WITHIN THE 30' WIDE DRAINAGE AND GRADING EASEMENTS DEDICATED HEREON MUST BE RETAINED AND MAINTAINED.
- A VEHICULAR AND PEDESTRIAN ACCESS IS DEDICATED OVER THE ENTIRETY OF TRACT A EXCEPT FOR THE HATCHED AREA SHOWN ON THE PLAT.
- A VEHICULAR AND PEDESTRIAN EASEMENT OVER THE NORTHERN 15 FEET OF TRACT A IS DEDICATED TO THE TOWN OF FIRESTONE.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF **TURNER COMMONS FILING NO. 1** WAS APPROVED ON

THIS _____ DAY OF _____, 20____ BY RESOLUTION NO. _____ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR

ATTEST: TOWN CLERK

CONTACT LIST

SURVEYOR OF RECORD

GALLOWAY & CO.
BRIAN DENNIS
1155 KELLY JOHNSON BLVD., SUITE 305
COLORADO SPRINGS, CO 80920
TEL: (719) 900-7220

ENGINEER OF RECORD

GALLOWAY & CO.
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QT REAL ESTATE PROJECT MANAGER

QUIKTRIP CORPORATION
MIKE TALCOTT
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QT CIVIL PROJECT MANAGER

QUIKTRIP CORPORATION
JOSH POTTER
4705 SOUTH 129TH EAST AVE.
TULSA, OK 74134
TEL: (918) 615-7685

SURVEYING CERTIFICATE

I, BRIAN J. DENNIS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE AND CHECKED UNDER MY PERSONAL SUPERVISION. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND WELD COUNTY AND THAT THE PLAT ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION.

BRIAN J. DENNIS
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38069
PROJECT NO.: QKT00420210
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

FIRESTONE INFORMATION BLOCK

NAME OF APPLICATION:	TURNER COMMONS FILING 1
TYPE OF SUBMITTAL:	FINAL PLAT
FILING NO:	1
PHASE NUMBER:	N/A
PREPARATION DATE:	02/04/2020
REVISION DATE:	05/07/2020
REVISION DATE:	11/23/2020
REVISION DATE:	
REVISION DATE:	

Galloway

1155 Kelly Johnson Blvd., Suite 305
Colorado Springs, CO 80920
719.900.7220 • GallowayUS.com



FINAL PLAT
TURNER COMMONS
FILING NO. 1
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO
SHEET 1 OF 1

#	Date	Issue / Description	Init.
1	05/14/2020	ADDRESS TOWN COMMENTS	EMV
2	07/21/2020	REV. TRACT A	EMV
3	09/29/2020	LOTS / TRACTS REVISED	EMV
4	11/23/2020	EASEMENTS REVISED	EMV
5	04/07/2021	ADDRESS TOWN COMMENTS	AAY
6			
7			
8			
9			
10			
11			
12			

Project No.: QKT004202.10
Drawn By: EMV
Checked By: BJD
Date: 02/04/2020

**TURNER COMMONS FILING NO. 1
SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 20____, by and between the **TOWN OF FIRESTONE, a Colorado municipal corporation**, PO Box 750, Firestone, Colorado, 80516, hereinafter referred to as "Firestone" or "Town," and **QUIKTRIP CORPORATION, an Oklahoma corporation**, 1499 W. 120th Ave, Suite 110, Westminster, CO 80234-2719 }, hereinafter referred to as "Owner;" and

WHEREAS, Owner has submitted a Final Plat for TURNER COMMONS FILING NO. 1 ("Development") attached hereto as "Exhibit A" and incorporated herein by reference. Said Final Plat has been approved by Firestone; and

WHEREAS, the regulations of Firestone require that the Owner enter into an Agreement with Firestone relative to improvements related to the development; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, "Town Administrative Official" shall be defined as the Town Manager or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically provided in this Agreement to the contrary, all submittals to Firestone and acceptances required of Firestone in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative Official, who shall have general responsibility for coordinating development with Owner.

III. INTENTIONALLY DELETED

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

Owner agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, "Public Improvements" and "Common Facilities") and as described in "Exhibit B" attached hereto and made part hereof. Owner agrees to dedicate said improvements to Firestone, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

Owner shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Firestone, and in full conformity with Firestone's current Design Standards and Construction Specifications for Public Improvements ("Standards and Specifications"), ordinances and regulations.

B. Engineering and Consulting Services

Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the standards and criteria for Public Improvements as established and accepted by Firestone. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection services deemed necessary by Firestone.

C. Plan Submission and Acceptance

Owner shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Firestone shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the standards and criteria for Public Improvements as established by Firestone, and Firestone shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Firestone prior to construction. All acceptances required hereunder from Firestone shall be made by the Town Administrative Official.

D. Public Improvement Permits ("PIP")

Before the construction or installation of any improvements, Owner shall obtain a PIP from Firestone as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Owner will be reviewed by Firestone. If found to be complete and in accordance with Firestone's current Standards and Specifications and other pertinent requirements, Firestone will issue Owner the PIP. Owner shall reimburse Firestone for any additional expenses incurred by Firestone for the review of plans or inspection of construction work by consultants engaged by Firestone for that purpose. The Developer shall also apply and pay for a PIP for all common facilities.

E. Licensing of Contractors and/or Subcontractors

Owner shall ensure that all Contractors and subcontractors employed by the Owner shall be licensed by the Town before any work on the Improvements is commenced.

F. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Firestone's current Standards and Specifications. In addition, Owner shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be required by Firestone. Owner shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Firestone shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at Owner's expense so as to conform to the accepted plans and specifications.

All work shown on the accepted plans requires inspection by the Engineering Division. Except Town of Firestone holidays, inspection services are provided Monday through Friday, from 8:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Town Engineer for acceptance. Owner shall reimburse the Town for all direct costs of the after-hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common Facilities shall have inspections performed by a professional consulting service acceptable to Firestone. At all times Firestone shall have access to inspect the materials and workmanship of the Common Facilities if deemed necessary by Firestone. Inspection services for landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Firestone's current Standards and Specifications or Development Code.

G. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to Firestone, all necessary land, rights-of-way and easements required by Firestone for the construction of the proposed improvements related to the Development. Owner is only obligated to acquire that portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Firestone. All title documents shall be recorded by Firestone at Owner's expense. Owner shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Firestone.

Owner shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.

2. Colorado Department of Health and Environment (“CDPHE”) “General Permit for Stormwater Discharges Associated with Construction Activity”, required during construction.
3. Town of Firestone “Stormwater Quality Permit” per Firestone’s current Standards and Specifications.
4. Air Quality Permit.

H. Street Improvements

Owner shall furnish and install, at its own expense, the street improvements in conformance with the drawings, plans and specifications accepted by Firestone and in accordance with the PIP.

I. Sidewalk Improvements

Owner shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Firestone.

J. Street Signs, Traffic Signs, and Striping

Owner will furnish and install at Owners expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

K. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Firestone. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, United Power to install all required street lighting pursuant to United Power plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are located. The type of street lights shall be accepted by Firestone. Street lights shall be operational before the streets are open to the public. Owner shall be responsible for payment of all utility billing for street lights prior to Final Acceptance.

L. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications accepted by Firestone.

M. Wastewater Improvements

Owner shall furnish and install all sewer lines and appurtenances in conformance with the drawings, plans and specifications approved by the St. Vrain Sanitation District.

N. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by

Firestone. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Firestone approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.

2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.
3. Owner shall be responsible for obtaining a CDPHE “General Permit for Stormwater Discharges Associated with Construction Activity” required during construction. A copy of this permit shall be submitted to Firestone.
4. Owner agrees that all construction shall be in conformance with any and all National Pollutant Discharge Elimination Systems (NPDES) standards including compliance with and applicable NPDES and CDPHE permits issued to the Owner, applicable to the Development. The Owner further agrees that in the event there is any violation of such standards or permits issued, if the Town, as a result of the Owner’s actions, is subject to or is given a monetary fine, penalty or any type of obligation is imposed; such circumstance will constitute a default under the terms of this Agreement. Failure of the Owner to cure the default by reimbursement to the Town, upon notice to cure as required by Section X.C herein, shall result in a default of this Agreement.
5. Owner shall be responsible for obtaining a Town of Firestone “Stormwater Quality Permit” per Firestone’s current Standards and Specifications.
6. All drainage improvements not located on Town owned property shall be maintained by the Owner, or final property owner (the “Obligated Entity”). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet and outlet structures.
7. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Firestone with the Obligated Entity’s written acceptance of the maintenance responsibility for the drainage improvements prior to Final Acceptance.

O. Landscape Improvements

For public lands, common facilities, and rights-of-way, Owner shall furnish Firestone complete final landscape and irrigation plans for each phase and obtain acceptance by Firestone prior to commencement of construction. Owner shall construct landscape improvements as required in the landscape plan before the constructed improvements are accepted by Firestone. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and Common Facilities other than

single-family detached development, Owner shall furnish final landscape and irrigation plans to the Town Administrative Official for acceptance prior to installation of landscape improvements.

P. Utility Coordination and Installation

Owner shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All new and existing utilities shall be placed underground as required by the Firestone Municipal Code (“Code”) prior to the issuance of any building permit for the Development. Necessary aboveground appurtenances (meters, transformers, etc.) shall be carefully located with maximum aesthetic considerations, and outside of any sight triangles. Any aboveground appurtenances that will be visible from the public rights-of-way shall be screened from view. Screening shall consist of landscaping and/or, low fencing shall be installed in accordance with the Firestone Development Code. Specifics of the screening requirements shall be reviewed with the Landscape Plans and as amended once utilities are installed.

Q. Underdrains

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Obligated Entity.

The Owner shall install a curb underdrain system pursuant to the Standards and Specifications and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

R. Maintenance Definition

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services, individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development

review/approval process and be provided to the Obligated Entity responsible for maintenance activities.

V. IMPROVEMENT ACCEPTANCE

A. Initial Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Firestone. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Firestone may conduct the inspection without the approval of Owner. Owner shall provide Firestone with complete “as-built” drawings in a form as defined in Firestone’s current Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Firestone may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative Official shall grant “Initial Acceptance,” which shall be subject to “Final Acceptance” as set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Initial Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Initial Acceptance can be granted, and Firestone shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required within thirty (30) days of said notice, Firestone may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Firestone reserves the right to schedule re-inspections. No “Certificate of Occupancy” will be issued by Firestone prior to Initial Acceptance without written approval from the Town Administrative Official.

Additionally, for Common Facilities, the Owner shall include the Obligated Entity in the final inspection procedures and provide Firestone with written acceptance of the Common Facilities for maintenance from this final Obligated Entity.

B. Maintenance of Improvements

1. Warranty

Owner shall provide Firestone with a warranty starting from the date of Initial Acceptance until the date of Final Acceptance. This warranty period shall be for a minimum of two (2) years or until eighty percent (80%) of the building permits have been issued for the phase, whichever occurs later, on all Public Improvements and shall provide a two (2) year Warranty to the Obligated Entity for the Common Facilities.

2. Maintenance of Improvements

For the entire Warranty period, Owner shall, at its own expense, take all actions necessary to maintain said Public Improvements and make all needed repairs or replacements which, in the reasonable opinion of Firestone, shall become necessary, except that Firestone shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Firestone requesting such repairs or replacements, Owner has not completed such repairs, Firestone may exercise its rights to secure performance as provided in Section X.C of this Agreement. In the event that said repair is solely determined by the Town to be an emergency, the Town may immediately complete said repairs and invoice the Owner the Town's actual costs. The owner shall reimburse the Town within sixty (60) days after receipt of written notification or repair and supporting documentation from the Town Administrative Official. No acceptances shall be issued until Owner has made full payment for said repairs.

C. Final Acceptance

At least thirty (30) days before the Warranty period elapses from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance, as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Firestone's satisfaction within thirty (30) days after receipt of said notice, weather permitting, Firestone may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Firestone may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of Initial Acceptance or any Public Improvements are found not to conform to this Agreement, and Firestone's current Standards and Specifications, then the Owner shall be in default of the Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Firestone

In the event it becomes necessary for Firestone to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Firestone may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Firestone within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Firestone, then Owner shall be in default of this Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as “Exhibit B” attached hereto and incorporated herein by reference. Said exhibit generally identifies those Public Improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from “Exhibit B” does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on “Exhibit B.”

B. Improvement Guarantee

Owner shall submit to the Town Administrative Official an Improvement Guarantee for all Public Improvements for the Final Plat prior to recordation of this agreement. Said guarantee may be in cash or a letter of credit in form and substance.

1. Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.
2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on “Exhibit B.” The total minimum amounts are as follows:
 - a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on “Exhibit B.”
 - b) Upon Initial Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on “Exhibit B.”
 - c) Upon Initial Acceptance of Common Facilities: 0%.
 - d) After Final Acceptance of Public Improvements: 0%.
3. In addition to any other remedies it may have, Firestone may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter

of credit is set to expire, c) Firestone receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Firestone, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default of this Agreement and Firestone may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on “Exhibit B” are completed and accepted by the Town. In the event the Public Improvements and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common Facilities and construction is reasonably determined by Firestone to be greater than the amount of the security guarantee provided by the Owner to the Town, then Firestone shall furnish written notice to Owner of the condition, and within thirty (30) days of receipt of such notice Owner shall provide Firestone with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If Owner fails to provide Firestone with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance, then Owner is in default of this Agreement, without further notice, and is subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Firestone draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities.

5. **Building Permit Restrictions**

Owner agrees that the execution of this Agreement, the Town's approval of construction plans, or the Town's issuance of any type of permit for construction of the Public Improvements does not in any way, constitute an approval of building permit allocations or building permits.

- a) Owner expressly understands and acknowledges that the expenditure of funds for the construction and installation of any Public Improvements prior to approval of building permit allocations or building permits is exclusively at the Owner's risk. The Town reserves the right, in exercise of its police power, to choose not to grant building permits, or otherwise restrict or condition the granting of building permits for the Development based on current or future resolutions or ordinances of the Town. Unless specifically restricted or conditioned by current or future resolutions or ordinances of the Town, building permits may be granted once all Public Improvements for the development or within each Phase of the development are operational as solely determined by the Town.
- b) Upon written request of the Owner, at the sole discretion of the Town, the Owner may begin construction of the Public Improvements without furnishing an Improvement Guarantee, as provided in this Agreement, upon the following conditions:
 - i. The Owner has not transferred title to any portion of the Development.
 - ii. The Owner shall be required to obtain Initial Acceptance of all Public Improvements for the development or within each Phase of the development prior to the issuance of a building permit.
 - iii. After the Owner begins construction of the Public Improvements, if the Public Improvements remain unfinished for a period of one (1) year from the date this Agreement becomes effective, the Town shall require an Improvement Guarantee in accordance with this Agreement in lieu of the building permit restriction required by this Subsection. The Owner will have fifteen (15) days to provide the Town such an Improvement Guarantee, or the Town may issue a stop work order to remain in effect until the Improvement Guarantee is provided to the Town. The Town Administrative Official, at their sole discretion, may grant a single extension of up to one (1) additional year.
 - iv. The Owner shall not transfer title to any portion of the Development prior to Initial Acceptance being granted by the Town or upon providing the Town an

Improvement Guarantee in accordance with this Agreement.

- c) Upon the Town's Initial Acceptance of the Public Improvements, which shall include receipt of the Improvement Guarantee as outlined in Section VI.B, this building permit restriction shall be removed.

VII. OVERSIZING AND REIMBURSEMENT

Firestone may require Owner to build utility lines and other infrastructure large enough to serve property other than Owner's (oversizing). Firestone may also require Owner to construct or participate in the construction of certain off-site Public Improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Firestone.

A. Reimbursement due to Owner for Qualifying Public Improvements Constructed by Owner

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plans for properties that use these utilities or Public Improvements ("Benefited Property"), Firestone will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Firestone to pay or reimburse any costs to Owner in the event such costs are not recovered by Firestone as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so long as Firestone has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Firestone or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Firestone determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a nuisance, Owner agrees to abate said nuisance in accordance with Town Ordinances but no later than twenty-four (24) hours after notification of said nuisance. If Owner does not abate said nuisance, Firestone may abate the nuisance and/or correct any drainage or injury without notice to Owner, at Owner's expense. Owner also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way

after notification by Firestone. If Owner does not abate, or if an emergency exists as solely determined by the Town, Firestone may abate at Owner's expense. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. With the prior written approval of the Town Administrative Official, the operation of such equipment outside an enclosed structure may be permitted on weekend days and legal holidays between the hours of 8:00 a.m. and 4:00 p.m. The Town Administrative Official may alter the hours of operation for good cause. All construction activities shall operate in accordance with all Town codes, ordinances, and policies in regards to sound and noise. Failure to comply with this provision may result in the Owner to subjected to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

IX. SPECIAL PROVISIONS

A. Transportation

Owner shall be responsible to construct the Tract A access improvements and Highway 119 public improvements including the traffic signal and intersection improvements at Highway 119 and Turner Boulevard as shown on the Final Construction plans approved by the Town and Colorado Department of Transportation. Owner shall be eligible for reimbursement in accordance with Exhibit C of the final actual costs from adjacent benefited properties based on the pro-rata share of vehicle trip generation of the Benefited Property.

B. Maintenance of Vacant Lots

Owner shall be responsible for maintenance, including weed control, on all lots until such time the lots are sold.

C. Access to Tract A for Adjacent Property

1. The Town has requested that the Owner dedicate to the Town a public access easement to Tract A for the principal benefit of Benefited Property located to the north of the Property.

X. MISCELLANEOUS TERMS

A. Ground Water Dedication

As provided by Firestone ordinances, all tributary and not non-tributary ground water rights not already transferred to Firestone shall be dedicated to Firestone at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to

Firestone prior to signatures being affixed to this agreement.

B. Default

If Owner fails to fulfill the terms and conditions of this Agreement, Firestone, in its sole discretion, may declare Owner in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Firestone in law and equity. Firestone may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Firestone, including, but not limited to, reasonable administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Firestone may deduct these costs from the Improvement Guarantee. Firestone shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Firestone, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Firestone in law and equity and as provided for herein.

C. Insurance and Safety

Owner shall, through contract requirements and other normal means, guarantee and furnish to Firestone proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman's Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

D. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Firestone, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit, action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Firestone and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Firestone or conformance with requirements imposed by Firestone, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to Final Acceptance by Firestone of the construction work. Owner acknowledges that Firestone's review and acceptance of plans

for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

E. Recording Agreement

Firestone shall record this Agreement at Owner's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and Firestone shall retain the recorded Agreement.

F. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner shall not be released from its obligations hereunder until written notice to the Town Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Firestone and consent to such assignment by Firestone as required by Paragraph X.H has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

G. Assignment, Delegation and Notice

Owner shall provide to the Town Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Firestone's consent, provided that the purchaser deposits with Firestone all guaranties, security and sureties required under this Agreement. Until the Town Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Firestone may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Firestone's bargain under this Agreement may be materially and adversely impaired by such assignment.

H. Modification and Waiver

No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

I. Addresses for Notice

Any notice or communication required or permitted thereunder shall be given in writing

and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Firestone:

Town of Firestone

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

William P. Hayashi
Williamson and Hayashi, LLC

1650 38th Street, Suite 103
Boulder, CO 80301

Owner:

QuikTrip Corporation
Troy Devos, Director of Real Estate
1499 W, 120th Ave., Suite 110
Westminster, CO 80234-2719

QuikTrip Corporation
P.O. Box 3475,
Tulsa, Oklahoma 74101
Or, 4705 South 129th Avenue East
Tulsa, Oklahoma 74134

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

J. Force Majeure

Whenever Owner is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Firestone shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Owner.

K. Approvals

Whenever approval or acceptance of a matter is required or requested of Firestone pursuant to any provisions of the Agreement, Firestone shall act reasonably in responding to such matter.

L. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

M. Title and Authority

Owner warrants to Firestone that it is the record owner for the property within the Development. The undersigned further warrant having full power and authority to enter into this Agreement.

N. Severability

If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

O. Legal Fees; Venue

In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

P. Agreement Status After Final Acceptance

Upon Final Acceptance by Firestone of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement, with the exception of any maintenance and reimbursement obligations, shall terminate and no longer be in effect.

Q. Enforceability

This Agreement is made only between the Owner and Firestone, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN OF FIRESTONE, COLORADO

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

OWNER:
QuikTrip Corporation

By: _____
Troy C. DeVos

Title: Director of Real Estate

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
202__, by Troy C. DeVos, as Director of Real Estate of QuikTrip Corporation.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBITS LIST

EXHIBIT A – TURNER COMMONS FILING NO. 1 FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

DRAFT

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

CURVE TAG /	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	82°20'4"	78.55	50.00	S45°27'7"E	70.72
C2	113°08'5"	4.01	12.00	N5°20'7"E	5.96
C3	312°26'2"	24.05	43.30	S73°53'7"E	24.15
C4	65°07'6"	5.00	37.00	S26°15'4"E	6.89

SHEET 1 OF 1

EXHIBIT B

Public Improvement Schedule

Cost Estimate

Engineer's Estimate of Probable Cost
for
QuikTrip Store #4202, Firestone, CO
Turner Commons, Filing No. 1

Date 03/02/2021

Public Improvements

Description	Unit	Quantity	Unit Cost	Amount
Streets				
CO State Highway 119				
Earthwork (Cut)	CY	12.48	\$ 3.25	\$ 40.56
Earthwork (Fill)	CY	29.85	\$ 3.25	\$ 97.01
Full-Depth Asphalt (Assumed Depth)	SY	550	\$ 43.00	\$ 23,650.00
6-inch Curb and Gutter	LF	248	\$ 22.00	\$ 5,456.00
Attached Sidewalk, Concrete (6-inch)	SF	713	\$ 5.00	\$ 3,565.00
ADA Ramps	EA	2	\$ 757.50	\$ 1,515.00
Traffic Signal	EA	1	\$ 475,000.00	\$ 475,000.00
Striping	SF	150	\$ 4.00	\$ 600.00
Remove Existing Asphalt	SY	468	\$ 15.13	\$ 7,080.84
Remove Existing Curb and Gutter	LF	280	\$ 8.44	\$ 2,363.20
Remove Existing Sidewalk	SY	189	\$ 7.00	\$ 1,323.00
Sod	SF	337	\$ 0.75	\$ 252.75
Sub Total CO State Highway 119				\$ 520,943.36

EXHIBIT C

Public Improvement Reimbursement and Fee In Lieu Schedule

Reimbursements due Owner:

1. Owner shall be eligible for reimbursement of the final actual costs of the Tract A access improvements and Highway 119 Public Improvements from the Benefited Property based on the pro-rata share of vehicle trip generation of the Benefited Property. Owner shall provide the Town detailed invoices for the Town's review and approval of all actual construction costs after Final Acceptance is granted for the improvements. The Town will require reimbursement as a condition of final approval of development on the Benefited Property. Nothing contained in this Agreement shall operate to create an obligations on the part of the Town to pay or reimburse any costs to Owner in the event such costs are not recovered by the Town as contemplated herein, for any reason, from the Benefited Property or property owners that use the Tract A access or Public Improvements, so long as the Town has made a good faith effort to recover such costs.

DRAFT

VEHICLE ACCESS EASEMENT AND AGREEMENT

THIS VEHICLE ACCESS EASEMENT AND AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2021, by and between QUIKTRIP CORPORATION, an Oklahoma corporation, whose address is 1499 W. 120th Avenue, Suite 110, Westminster, CO 80234-2719 (“Grantor”) and THE TOWN OF FIRESTONE, COLORADO, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, whose address is 151 Grant Ave., Firestone, Colorado, 80520 (the “Grantee”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, legally described as **Tract A, Turner Commons Filing 1 Final Plat** (the “Property”).

2. Consideration - Grant of Permanent Easement. For and in consideration of the covenants and agreements set forth herein, the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, Grantor grants, sells and conveys to the Grantee, its successors and assigns, effective as of the date of recording, a non-exclusive, permanent easement (the “Permanent Easement”) on, over, under and across the Property described as the **Northernmost Fifteen Feet (15’) of Tract A, Turner Commons Filing 1 Final Plat** (the “Permanent Easement Area”), subject to the terms, conditions and restrictions set forth below.

3. Purpose and Uses of Permanent Easement. From and after the date of recording, Grantee may use the Permanent Easement: (a) at any time and from time to time, for vehicle and pedestrian ingress and egress from adjacent public right-of-way or any connecting public access areas to such Permanent Easement Area by members of the general public; (b) to construct, install, operate, maintain, replace, repair, or inspect and remove at any time and from time to time a hard- or soft-surface access drive and related surface facilities, including, without limitation, related curb, gutters, sidewalks, lighting, and landscaping, if any (collectively, the “**Improvements**”) within the Easement Area; and (c) to mark the location of the Permanent Easement Area and the Improvements by suitable markers set and maintained in the ground.

4. Additional Rights of Grantee.

(a) Grantee shall have the right to cut, mow, or otherwise remove trees, undergrowth, weeds, brush, vegetation or other obstructions from the Permanent Easement Area that, in its sole and absolute judgment, may injure, endanger or interfere with the Improvements, the safe and passable condition of the Improvements, or Grantee’s exercise of the rights granted herein.

(b) Any trees, shrubs, landscaping features, permanent structures, or any other obstructions prohibited under Section 6(b) below that are installed or placed within the Easement Area by Grantor, without the prior written consent of the Grantee, may be removed by the Grantee without liability for damages arising therefrom, if removal of such improvements is necessary for the Grantee’s full use and enjoyment of the rights hereby granted.

5. Restrictions on Grant of Easement. Grantee shall not have the right to construct, erect, install, place, locate, use, operate, maintain, or replace any structures, equipment, facilities or

improvements upon, across, over, through and within the Easement Area, other than the Improvements permitted under this Agreement.

6. Grantor's Rights in Permanent Easement Area. Grantor reserves all other rights in and to the Easement Area, including the right to use the Easement Area for any purposes whatsoever, which will not impair, endanger, or unreasonably interfere with Grantee's full enjoyment of the rights hereby granted, subject to the following restrictions or conditions:

(a) Grantor shall not impair the lateral or subjacent support for the Improvements or the Permanent Easement Area, or otherwise change the ground level in the Permanent Easement Area;

(b) Grantor shall not erect or construct any permanent structure or building, drill or operate any well, construct any reservoir or impoundment, or install or plant any trees, woody shrubs, or landscaping features within the Permanent Easement Area without the prior written consent of the Grantee, which shall not be unreasonably withheld.

(c) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Permanent Easement Area, other than vegetation not prohibited under paragraph 6(b), above.

(d) Grantor may be eligible for reimbursement from Benefited Properties subject to the provisions of the Turner Commons Filing No. 1 Subdivision Agreement.

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

8. Representations and Warranties of Grantor. Grantor hereby warrants and represents to Grantee that Grantor is seized with fee title to the underlying real property and there are no other parties with interest; that the rights conveyed herein are free and clear of liens and encumbrances; and that Grantor has sole and exclusive authority to enter into this Permanent Easement.

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

10. Effect of Easement. This Permanent Easement shall be deemed by the Parties to be effective as of the date of Grantee's recording of the Agreement.

11. Cooperation; Recordation. Grantor shall, on the demand of Grantee, duly execute and deliver this Agreement without undue delay or expense. Grantee may, in its sole and absolute discretion, record this Agreement in the Weld County Clerk and Recorder's Office at any time after the date of its mutual execution by the Parties. Grantee shall be responsible for any and all costs related to the recording of this Agreement.

12. Binding Effect - Runs With Land. From and after the time of its recording, this Permanent Easement shall extend to and be binding upon the successors and assigns of the respective Parties hereto. The rights and responsibilities set forth in this Permanent Easement are intended to be covenants upon the Easement Area and are to run with the land.

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

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

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

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

17. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Each of the Parties shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by facsimile or electronic mail transmission. The Parties further agree this Agreement may be executed by electronic copies of signatures, and any electronic copies of signatures shall be binding upon the Party providing such electronic copy of signature as if it were the Party's original signature.

[Remainder of page intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this instrument on the date and year first above written.

GRANTOR:

[INSERT]

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of _____, owner of the Subject Property.

Witness my hand and official seal.

(Notary Public Official Signature)

(Title of office)

(Commission Expiration)

[Signatures continue on following page]

ACCEPTED BY GRANTEE:

TOWN OF FIRESTONE

By: _____
Bobbi Sindelar, Mayor

ATTEST:

By: _____
Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

By: _____
William P. Hayashi, Town Attorney

RESOLUTION 21- 44 - TURNER COMMONS FILING NO.
1 FINAL PLAT

&

RESOLUTION 21- 45 - LOT 3 TURNER COMMONS
FILING NO. 1
FINAL DEVELOPMENT PLAN

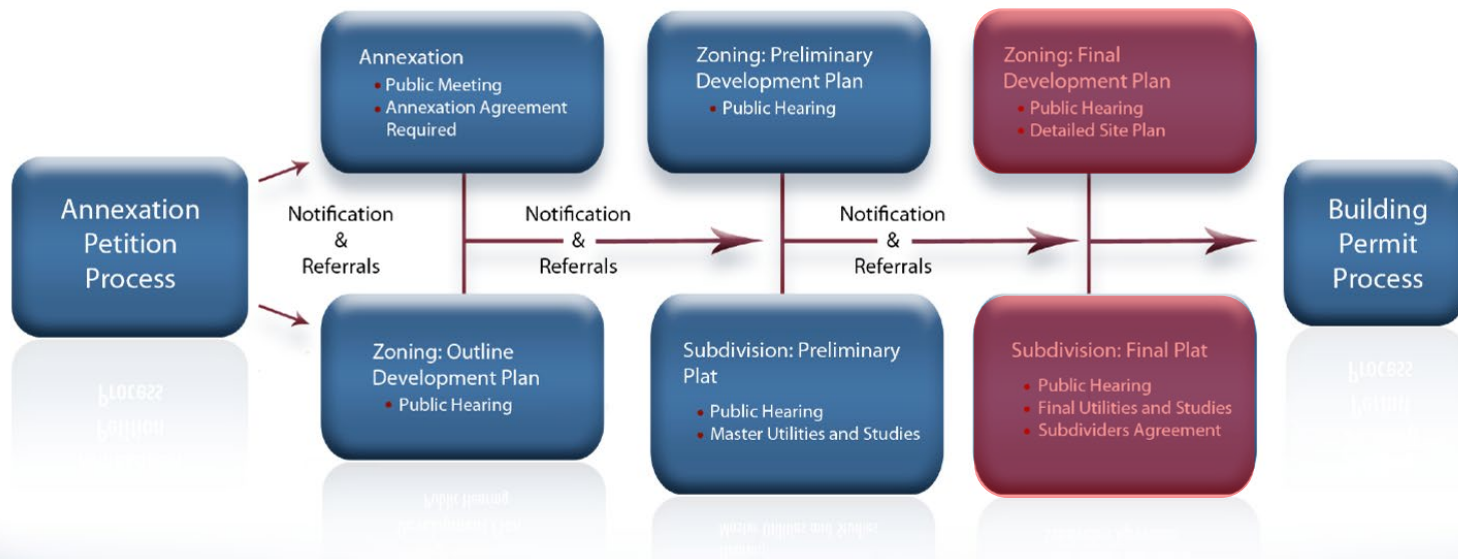


Town Board of Trustees – April 14, 2021

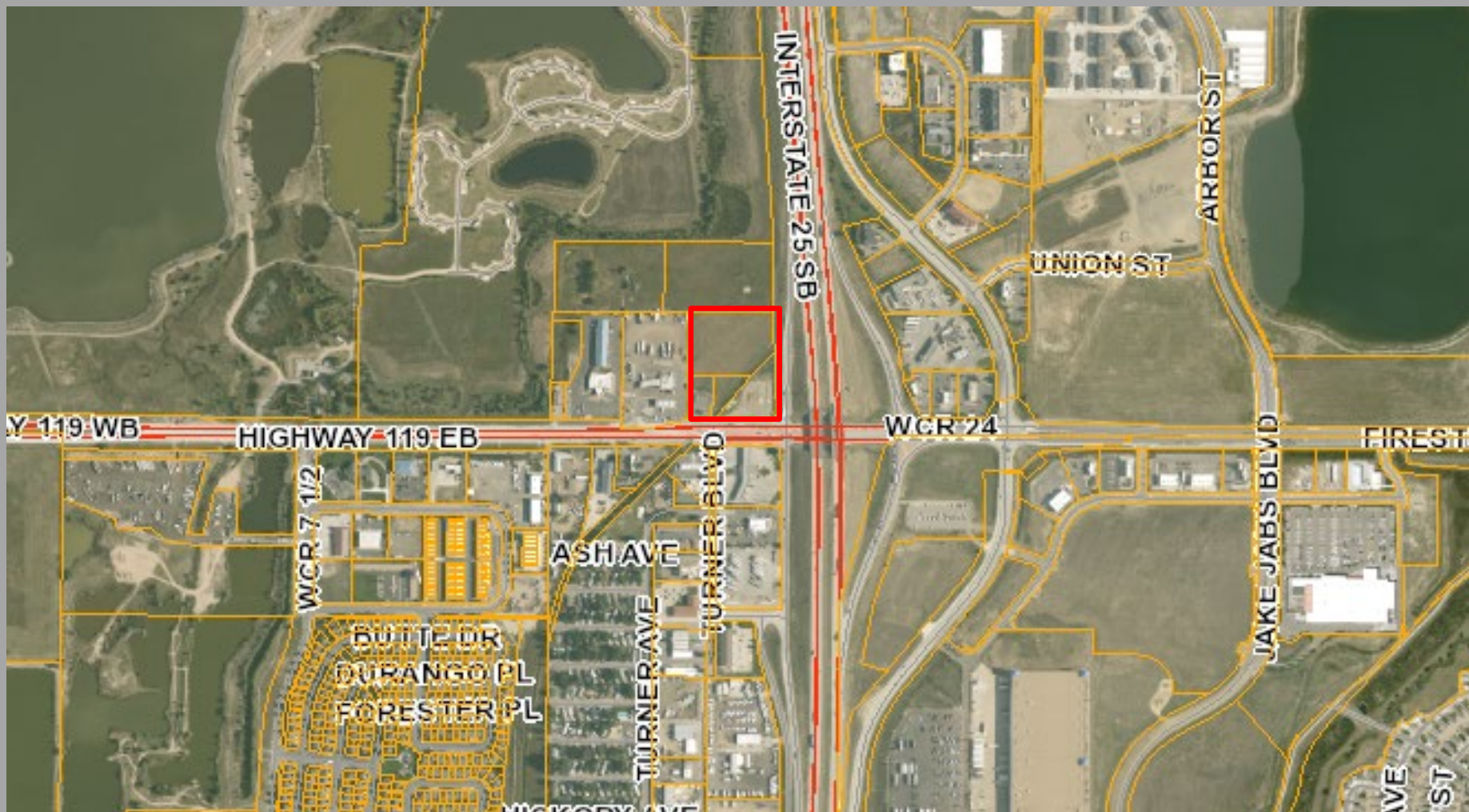
Process



Development Flow Chart | Firestone PUD Zoning



Location



Site

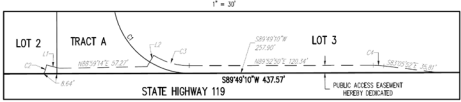
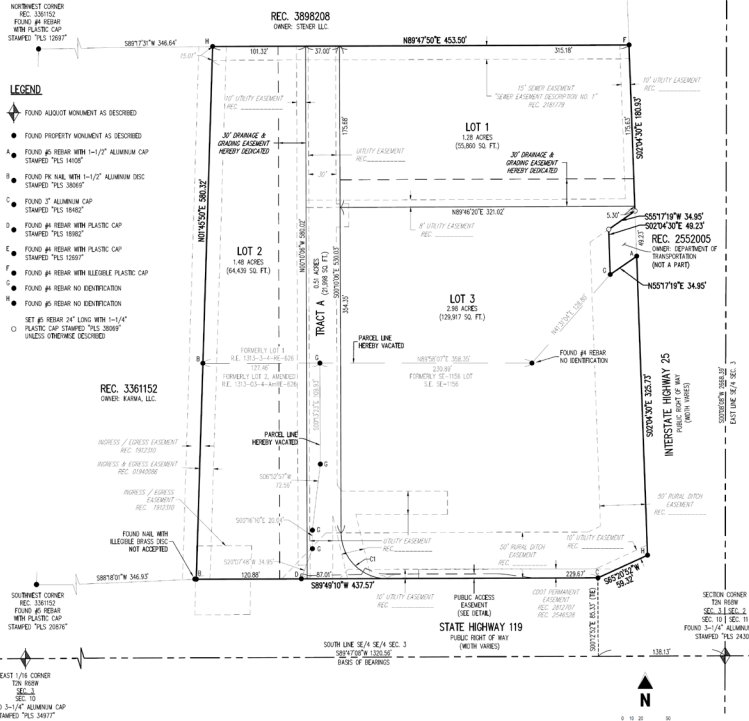


Proposed Plat



FINAL PLAT TURNER COMMONS FILING NO.1 TOWN OF FIRESTONE WELD COUNTY STATE OF COLORADO SHEET 1 OF 1

LINE TABLE			CURVE TABLE			
LINE TAG #	BEARING	LENGTH (FT)	CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)
L1	S00°00'00"E	845	C1	90°00'00"	76.5	50.00
L2	N00°00'00"E	834	C2	90°00'00"	8.00	50.00



CERTIFICATE OF DEDICATION, OWNERSHIP AND MAINTENANCE.

KNOW ALL MEN BY THESE PRESENTS THAT BEING THE COMPLETION OF CERTAIN LANDS SHOWN ON THIS PLAT AND DESCRIBED AS FOLLOWING:

ALL OF LOT 1, RECORDED EXEMPTION NO. 1233-3-4-HE-626, RECORDED SEPTEMBER 12, 1993 UNDER RECEPTION NO. 2550005, BEING A PART OF THE 1/4 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONTAINING 0.69 ACRES, MORE OR LESS.

TOGETHER WITH LOT 2, AMENDED RECORDED EXEMPTION NO. 1233-3-4-HE-626, RECORDED DECEMBER 17, 2009 UNDER RECEPTION NO. 3361152, BEING A PART OF THE 1/4 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONTAINING 0.69 ACRES, MORE OR LESS.

TOGETHER WITH LOT 3, AMENDED RECORDED EXEMPTION NO. 1233-3-4-HE-626, RECORDED DECEMBER 17, 2009 UNDER RECEPTION NO. 3361152, BEING A PART OF THE 1/4 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONTAINING 0.69 ACRES, MORE OR LESS.

TOTAL AREA OF ALL PARCELS: 0.67 ACRES, MORE OR LESS.

MADE LAND OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREIN CONTAINED UNDER THE NAME AND STYLE OF TURNER COMMONS PLAT NO. 1, A SUBDIVISION OF A PART OF THE LAND OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THESE PORTIONS OF SAID LAND PROPERTIES HEREIN AS SO DESCRIBED AS EXEMPTIONS AS SHOWN, AND DO HEREBY GRANT TO THE TOWN OF FIRESTONE COMPANY THE SAID PUBLIC UTILITY EXEMPTION SUBDIVISION.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SAID EXEMPTIONS SHALL BE PAID BY THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THESE PORTIONS OF SAID LAND PROPERTIES HEREIN AS SO DESCRIBED AS EXEMPTIONS AS SHOWN, AND DO HEREBY GRANT TO THE TOWN OF FIRESTONE COMPANY THE SAID PUBLIC UTILITY EXEMPTION SUBDIVISION.

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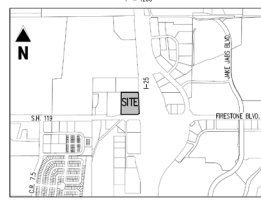
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BASIS OF BEARING.

ALL BEARINGS AND LINE BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, BEARINGS ARE BASED ON THE SOUTH LINE OF THE INTERSECTION OF THE COORDINATE QUARTERS OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND IS CONSIDERED TO BEAR S 89°00'00" E.

MAP



NOTES:

- THIS MAP WAS PREPARED FOR A MINOR SUBDIVISION PLAT ONLY BASED ON FIELD DATA COLLECTED AND OBSERVATIONS COMPLETED ON JANUARY 20, 2020.
- ACCORDING TO COLORADO LAW YOU MUST COME WITH 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 COME MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SIGNATURE HEREIN.
- THIS MAP DOES NOT REPRESENT A TRUE SURVEY BY GALLOWAY & COMPANY, INC. TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPLETION OF THIS EXEMPTION WITH THAT OF ADJACENT TRACTS OR VERIFY EXISTENCE OF RECORDS FOR ALL INFORMATION REGARDING EXEMPTIONS, RIGHT OF WAY OR FIELD NOTES, GALLOWAY & COMPANY, INC. RELIES UPON THE COMMITMENT PROVIDED BY CLIENT AND PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY. COMMENT NO. 100000000-0, WITH A COMMENT DATE OF 05/25/2019 AT 5:00 PM.
- ALL LINEAL DISTANCES SHOWN ARE U.S. SURVEY FEET.
- DRAWING, DRAINAGE, AND BORDERS WITHIN THE 30' WIDE DRAINAGE AND GRADING EXEMPTIONS DEICATED HEREIN MUST BE RETAINED AND MAINTAINED.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF (NAME OF SUBDIVISION) WAS APPROVED ON _____

THIS _____ DAY OF _____, 20____, BY RESOLUTION NO. _____ OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THESE PORTIONS OF SAID LAND PROPERTIES HEREIN AS SO DESCRIBED AS EXEMPTIONS AS SHOWN, AND DO HEREBY GRANT TO THE TOWN OF FIRESTONE COMPANY THE SAID PUBLIC UTILITY EXEMPTION SUBDIVISION.

WITNESSES MY HAND AND SEAL _____

WITNESSES MY HAND AND SEAL _____

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Galloway

1100 Kelly Johnson Blvd., Suite 100
Colorado Springs, CO 80906
719.594.1200 • galloway.com

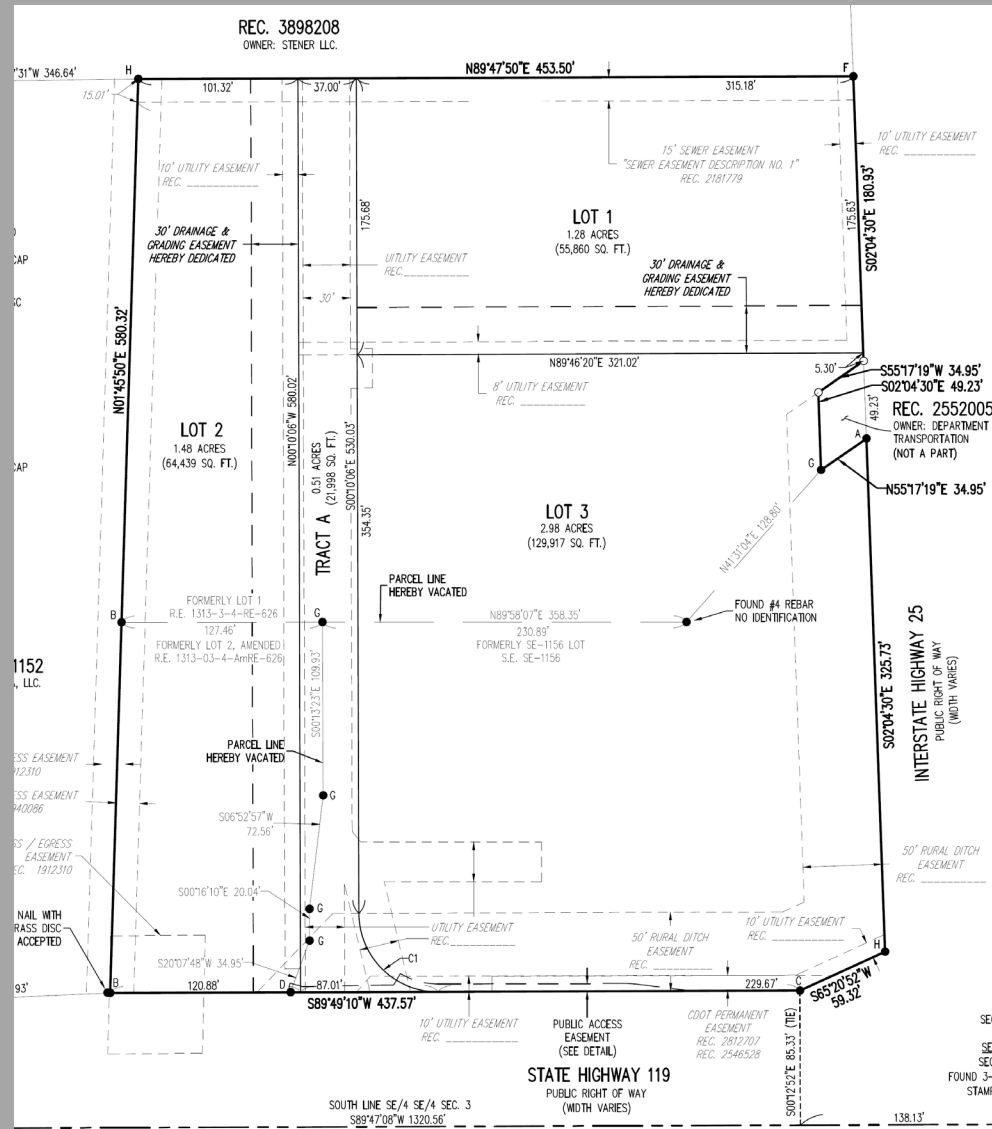


FINAL PLAT TURNER COMMONS FILING NO. 1 TOWN OF FIRESTONE WELD COUNTY STATE OF COLORADO SHEET 1 OF 1

#	Date	Issue/Description	Int.
1	05/25/2019	TURNER COMMONS PLAT NO. 1	REC.
2	07/10/2019	REC. 3361152	EXP.
3	08/01/2019	LOT 1 TRACT A	EXP.
4	10/01/2019	EXEMPTIONS RECEIVED	EXP.

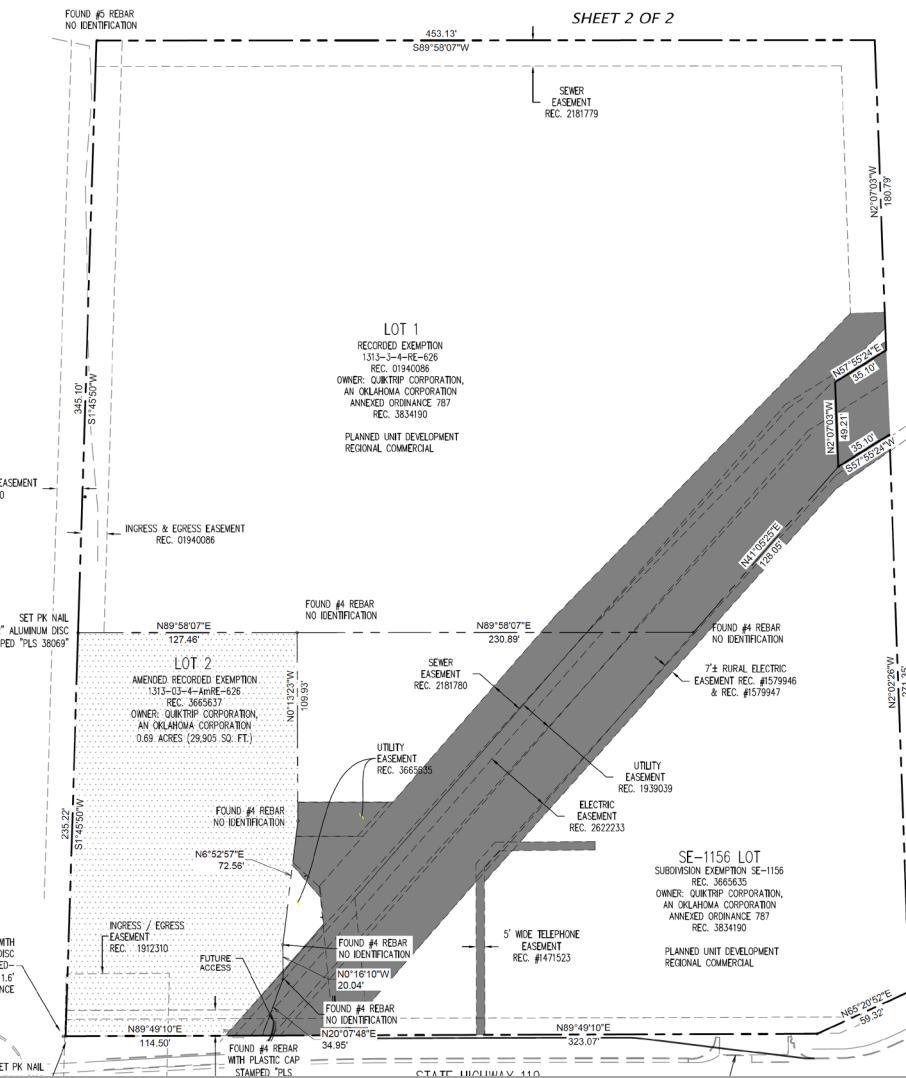
Prepared By:	DETRINAZO, T.
Drawn By:	BMH
Checked By:	BAC
Date:	05/25/2019

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICANT	TURNER COMMONS PLAT NO. 1
TYPE OF SUBDIVISION	PLAT
PLAT NO.	1
PREPARATION DATE	05/25/2019
REVISION DATE	05/25/2019
REVISION DATE	05/25/2019
REVISION DATE	05/25/2019
REVISION DATE	05/25/2019

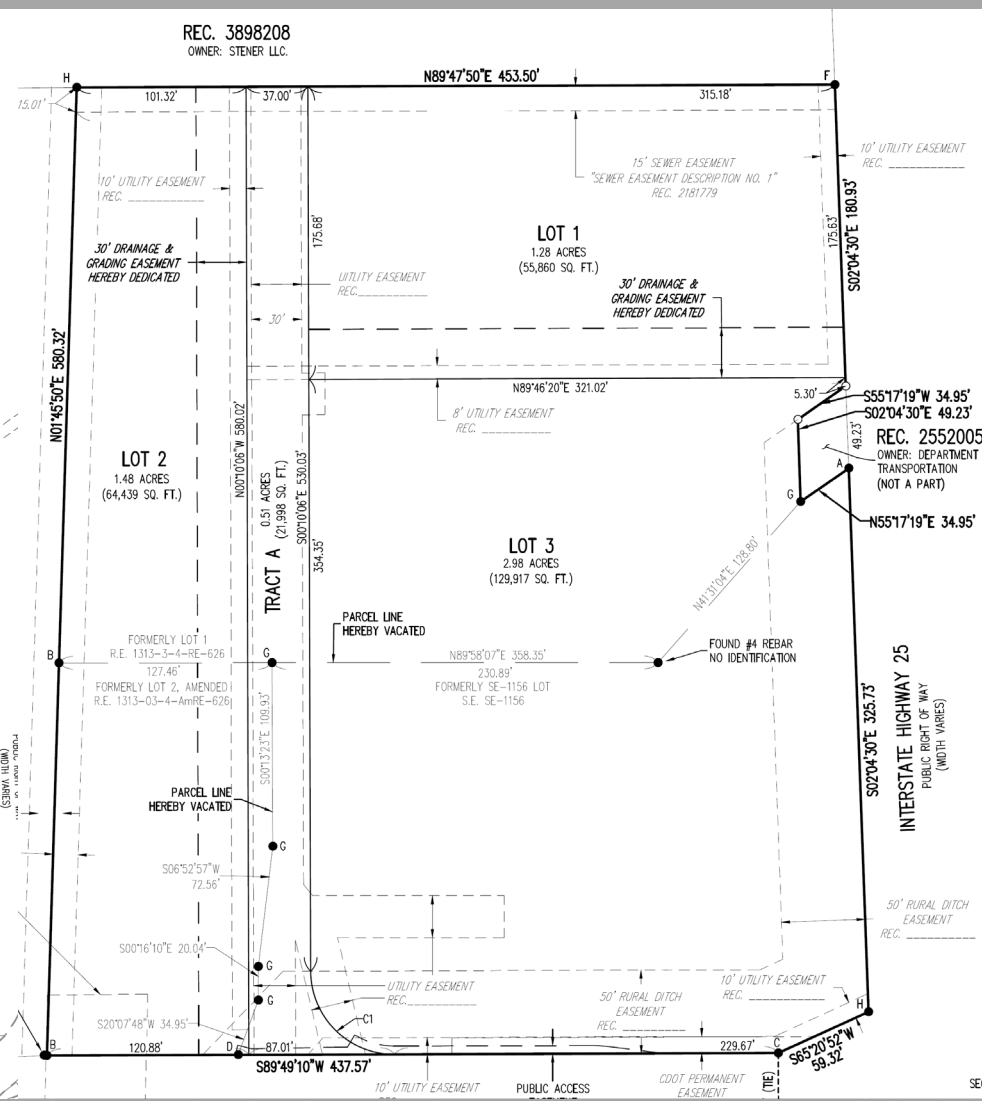




SHEET 2 OF 2



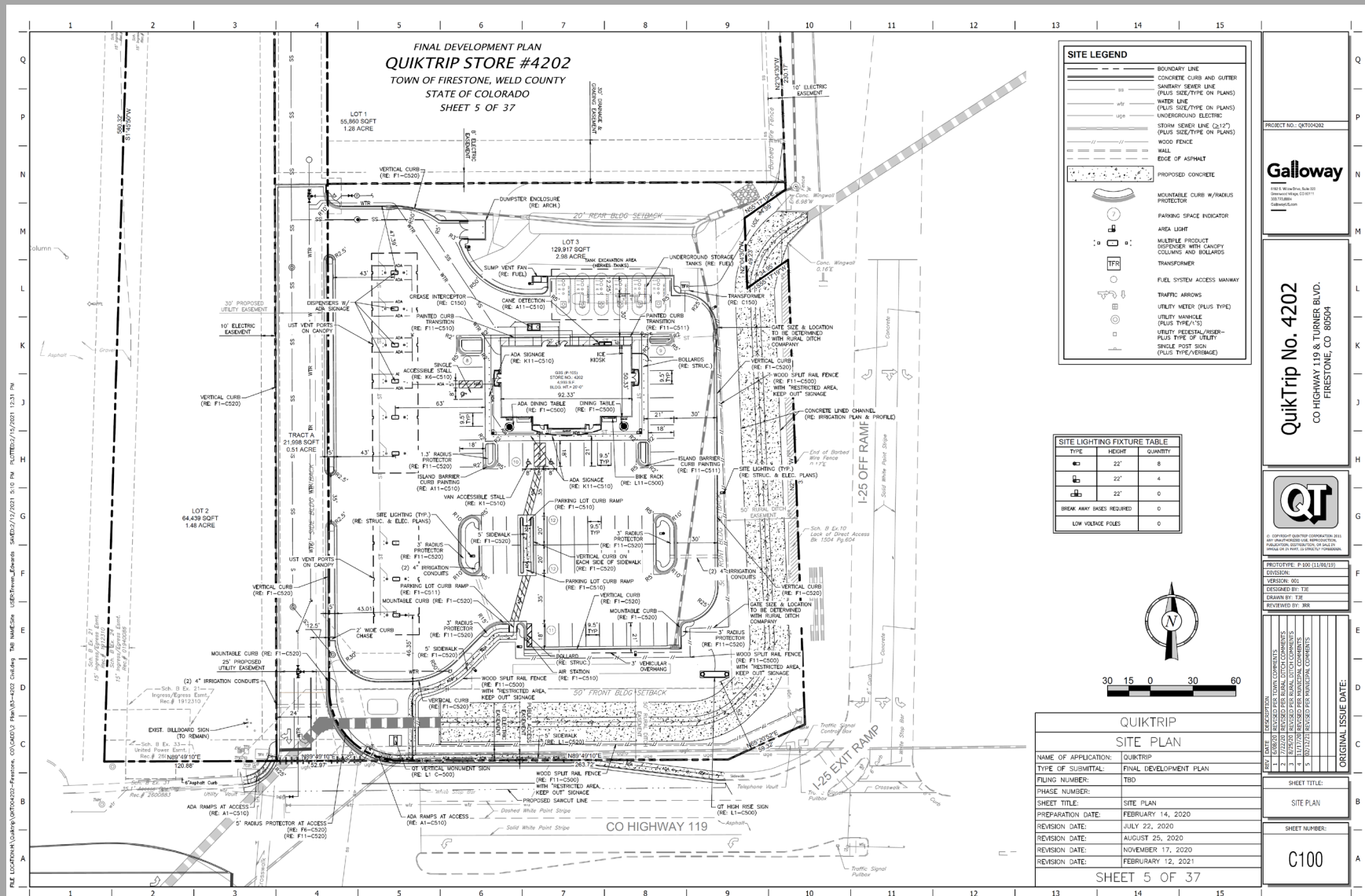
OWNER: STENER LLC.

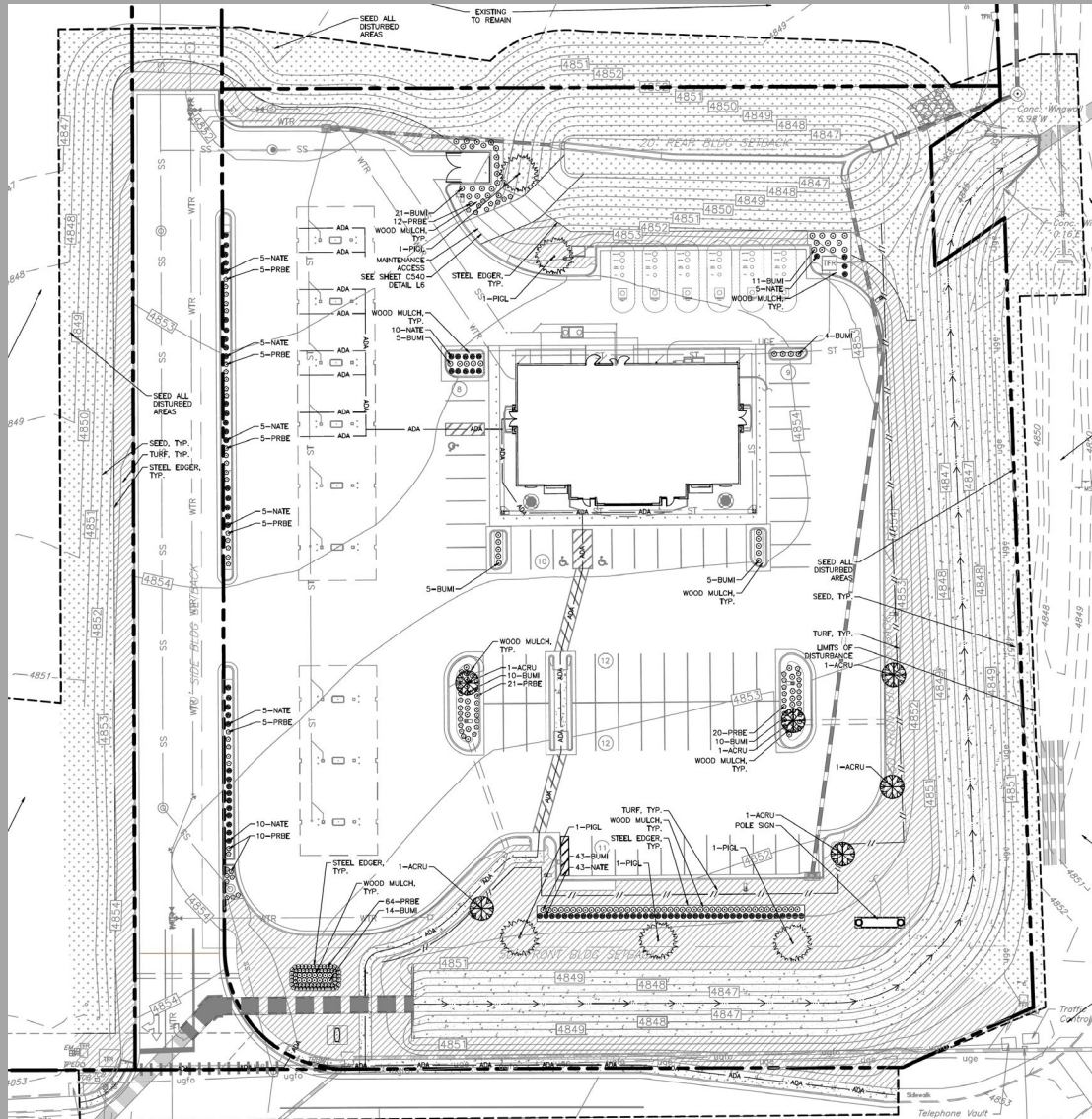


Site



FIRESTONE
COLORADO





Building



20'-0" AFF Top of Cornice

16'-0" AFF Top of Masonry

10'-0" AFF Bottom of Canopy

Finish Floor

Front Elevation



Right Elevation



Rear Elevation

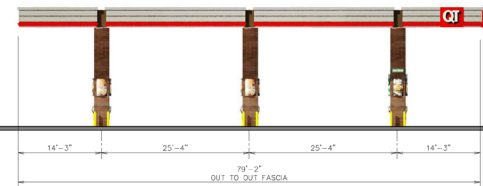
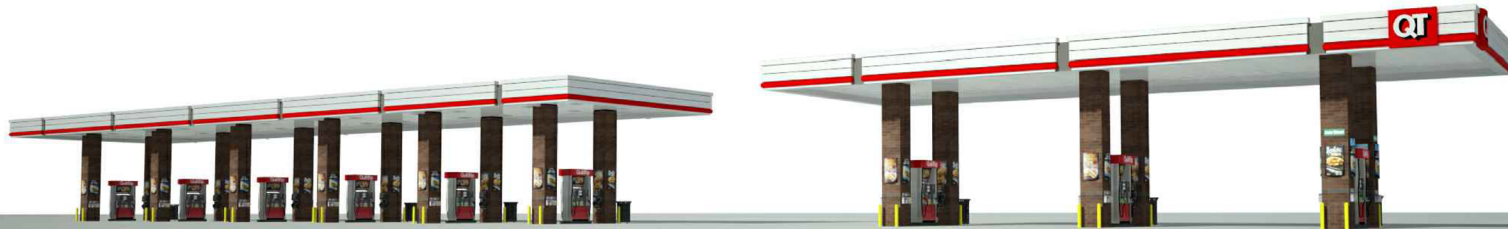


Left Elevation

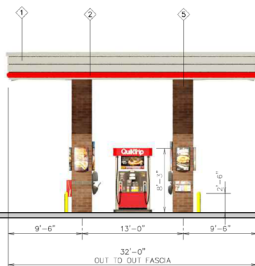
QUIKTRIP	
EXTERIOR ELEVATIONS	
NAME OF APPLICATION:	QUIKTRIP
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT
FILING NUMBER:	TBD
PHASE NUMBER:	
SHEET TITLE:	EXTERIOR ELEVATIONS
PREPARATION DATE:	FEBRUARY 2018
REVISION DATE:	JULY 22, 2018
REVISION DATE:	AUGUST 25, 2018
REVISION DATE:	NOVEMBER 1, 2018
REVISION DATE:	FEBRUARY 1, 2019

SHEET 36

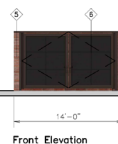
Canopy & Trash Enclosure



Front Elevation
Scale - 3/32"=1'-0"

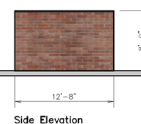


Left Elevation
Scale - 1/8"=1'-0"



Trash Enclosure

Finish Floor

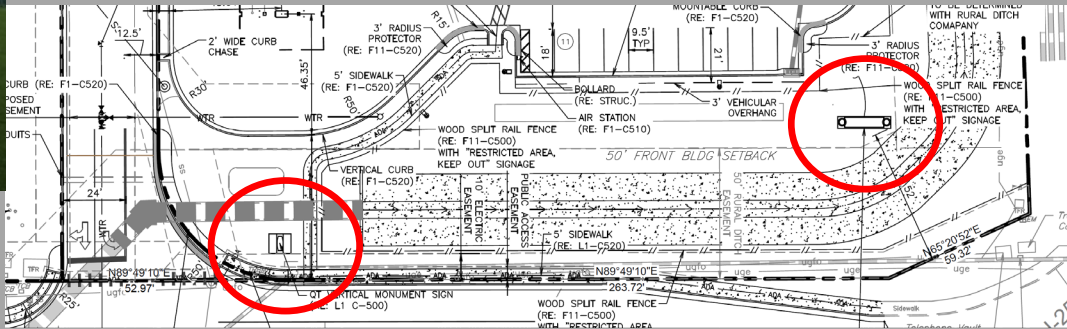


18'-6" Min. / 22'-6" Max.
25' Top of Canopy
15'-0" Min. Store Side Canopies / 19'-0" Max.
17'-6" Min. Store Front Canopies / 19'-0" Max.
AFF Bottom of Canopy



Right Elevation
Scale - 1/8"=1'-0"

Signage



Staff Recommendation



Town staff recommends the Board of Trustees approve Resolution 21-44, a resolution approving the Turner Commons Filing No. 1 Final Plat with the following conditions:

- (a) All minor, technical corrections to the Turner Commons Filing No. 1 final plat shall be made to the Town's satisfaction.
- (b) Applicant shall provide an updated title commitment when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
- (c) Applicant shall pay applicable fees incurred as a result of the subdivision application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.
- (d) Applicant shall execute the Turner Commons Filing No. 1 Subdivision Agreement.
- (e) Applicant shall execute the Vehicle Access Easement and Agreement.

Staff Recommendation



Town staff recommends the Board of Trustees approve Resolution 21-45, a resolution approving the Lot 3 Turner Commons Filing No. 1 Final Development Plan with the following condition:

- (a) All minor, technical corrections to the Turner Commons Lot 3 final development plan shall be made to the Town's satisfaction.

FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC-21-03

**A RESOLUTION RECOMMENDING APPROVAL OF A FINAL PLAT AND
FINAL DEVELOPMENT PLAN FOR TURNER COMMONS FILING 1**

WHEREAS, there has been submitted to the Planning and Zoning Commission of the Town of Firestone a request for approval of a final plat and final development plan for Turner Commons Filing No. 1; and

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

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Planning and Zoning Commission finds the application to be in compliance with Town of Firestone subdivision and zoning ordinances, Development Regulations, and related Town ordinances, regulations, and policies and should therefore be approved, subject to those conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Planning and Zoning Commission hereby recommends approval of the proposed final plat and final development plan for Turner Commons Filing No. 1, subject to the conditions set forth on Exhibit A attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 1st day of April, 2021.

ATTEST:

Wendy Bandy
Secretary



[Signature]
Chairperson

EXHIBIT A
Turner Commons Filing No. 1
Final Plat and Final Development Plan
Conditions of Approval

General

1. Modify plans and application materials pursuant to comments of the Planning & Development Department set forth in memoranda dated March 9, 2021, to the Town's satisfaction.
2. Provide an updated title commitment when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
3. Technical corrections to the Turner Commons Filing No. 1 Final Plat shall be made to the Town's satisfaction.
4. Within one hundred and eighty (180) days of the date of this resolution, the Applicant shall submit documentation of recorded vacations for the existing easements on the property.

To: Town of Firestone
Planning Department

From: Galloway and Company, Inc
Aaron McLean

Date: March 22, 2021

Re: **Public Hearing Option
Orientation Telephonic Participation Policy**

Ms. Berry:

We represent QuikTrip Corporation in connection with its pending application with the Town of Firestone. Galloway and Company, Inc., as the applicant in such application, hereby expressly authorizes the Town to proceed with conducting the Planning & Zoning Commission public hearing and the Town Board public hearing for the Turner Commons Filing 1 Final Plat and the Turner Commons F1 Lot 3 (QuikTrip) Final Development Plan 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.



AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 9.c

Land Development

Meeting Date: April 14, 2021

Initiated By: Millissa Berry

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 21-45: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN TURNER COMMONS FILING NO. 1

SUMMARY

The Final Development Plan (FDP) for Lot 3 Turner Commons Filing No. 1 is for a 4,993 sqft convenience store with 9 double-sided fueling stations and the associated parking and landscaping. The FDP also includes a 50' development identification sign. Please see the staff report and presentation under Agenda Item 9b. Please note that this application was submitted prior to the adoption of the Firestone Development Code and is being processed under the previous Firestone Development Regulations.

HISTORY AND PREVIOUS BOARD ACTION

The majority of the Turner Commons subdivision was annexed into the Town in 2012. An additional 0.69 property was annexed in 2021. The replatting of the Turner Commons area and creating Lot 3 is an item on this agenda.

RECOMMENDATION

At its April 1, 2021 regular meeting, the Planning & Zoning Commission approved Resolution PC 21-04, a resolution recommending approval of the Lot 3 Turner Commons Filing No. 1 Final Development Plan. Staff is recommending approval of Resolution 21-45, a resolution by the Town Board approving the Lot 3 Turner Commons Filing No. 1 Final Development Plan with conditions.

ALTERNATIVES

ATTACHMENTS

1. 9c. Reso 21-45 Lot 3 Turner Commons F1 FDP
2. 9c. Turner Commons Filing 1 Final Plat
3. 9c. Lot 3 Turner Commons FDP - Applicant Presentation
4. 9c. Res. PC-21-04 - FDP Lot 3 Turner Commons F1
5. 9c. Memo_TelephonicOption

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 21-45

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

WHEREAS, QuikTrip Corporation (“Applicant”), as owner of certain real property described as Lot 3, Turner Commons Filing No. 1 (the “Property”), has submitted a proposed final development plan for the Property, entitled “Final Development Plan, Turner Commons Lot 3 (the “Final Development Plan”); and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the Final Development Plan on April 1, 2021 rendered a decision recommending approval of the Final Development Plan with three (3) conditions as more fully set forth in PC-21-04, dated April 1, 2021; and

WHEREAS, after reviewing the record of the Planning and Zoning Commission public hearing, and after considering the testimony, evidence and argument presented at the Board of Trustees public hearing, the Board of Trustees finds and determines that the Final Development Plan is complete, and that the Applicant has met the applicable requirements and standards set forth in the Firestone Development Code.

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 and Zoning Commission’s findings of fact in this case, as detailed in Resolution PC-21-04.

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

Section 3. The Final Development Plan, Turner Commons Lot 3, Town of Firestone, Weld County, State of Colorado, attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved, subject to and contingent upon compliance with the following conditions:

(a) All minor, technical corrections to the Turner Commons Lot 3 final development plan shall be made to the Town’s satisfaction.

Section 4. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Turner Commons Lot 3 final development plan shall be null and void if the conditions set forth in Section 3 are not complied with within one hundred and eighty (180) days of the date of this Resolution.

PASSED AND ADOPTED this 14th day of April, 2021.

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Lot 3, Turner Commons Filing No. 1
Final Development Plan

GENERAL NOTES:

- IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT INCLUDES BUT IS NOT LIMITED TO NORMAL WORKING HOURS. ANY CONSTRUCTION OBSERVATION BY THE ENGINEER OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, ON OR NEAR THE CONSTRUCTION SITE.
- THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL NECESSARY PERMITS HAVE BEEN OBTAINED FROM THE GOVERNING AGENCIES AND COORDINATING ALL COVERING AGENCY INSPECTIONS REQUIRED THROUGHOUT THE DURATION OF THE PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR RAZING AND REMOVAL OF THE EXISTING STRUCTURES, RELATED UTILITIES, PAVING, AND ANY OTHER EXISTING IMPROVEMENTS AS NOTED, REFERENCE SITE WORK SPECIFICATIONS.
- CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
- THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR DAMAGE TO ADJACENT PROPERTIES AND NEW CONSTRUCTION IN PLACE DURING THE CONSTRUCTION PHASES OF THIS PROJECT. ANY DISTURBED IMPROVEMENTS SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
- ANY QUANTITIES PROVIDED ON THESE PLANS ARE FOR GENERAL REFERENCE PURPOSES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE QUANTITIES REQUIRED FOR CONSTRUCTION.
- THE EXISTING FEATURES SHOWN ON THESE PLANS ARE THOSE NOTED IN THE FIELD AND THOSE TAKEN FROM RECORD DRAWINGS. THERE IS NO GUARANTEE THAT ALL FEATURES (ABOVE OR BELOW GROUND) ARE SHOWN ON THE PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EXISTING FEATURES PRIOR TO BIDDING THE PROJECT.
- THE CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION BY CONTRACTING THE LOCAL UTILITY COMPANIES AND/OR UTILIZING THE LOCAL ONE-CALL SYSTEM. ANY DAMAGE DONE TO EXISTING UTILITIES THAT ARE TO REMAIN IN PLACE DURING CONSTRUCTION OPERATIONS WILL BE THE CONTRACTOR'S RESPONSIBILITY AND REPAIRED AT THE CONTRACTOR'S EXPENSE.
- ALL SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE OWNERS CONTRACT DOCUMENTS AND SPECIFICATIONS. ALL WORK SHALL MEET OR EXCEED THE RELEVANT UTILITY COMPANIES AND REGULATORY AGENCIES, CONTRACT DOCUMENTS AND SPECIFICATIONS. ALL WORK WITHIN PUBLIC AND STATE RIGHT OF WAY SHALL BE IN ACCORDANCE WITH THE GOVERNING AGENCIES STANDARDS AND SPECIFICATIONS.
- TRAFFIC CONTROL SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), CURRENT EDITION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER TRAFFIC CONTROL IS IN PLACE FOR EACH PHASE OF CONSTRUCTION. THE CONTRACTOR IS ALSO RESPONSIBLE FOR PROPERLY MAINTAINING TRAFFIC CONTROL DEVICES THROUGHOUT THE DURATION OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PLANS TO THE CITY AND DEPARTMENT OF TRANSPORTATION AS REQUIRED.
- PRANEE DOGS INHABITING PORTIONS OF THE SITE SHALL BE RELOCATED OR HUMANELY EUTHANIZED BY THE DEVELOPER OR DEVELOPER'S AGENT USING LEGALLY APPROVED METHODS FOR RELOCATION AND EUTHANASIA WHICH DO NOT DISPLACE PRANEE DOGS ONTO OTHER PROPERTIES PRIOR TO THE ONSET OF CONSTRUCTION ACTIVITY. DESTRUCTION OF PRANEE DOGS SHALL NOT OCCUR DURING THE NESTING SEASON (MAY 15 - SEPTEMBER 15) OR THE BURROWING OWL UNLESS THE TOWN HAS BEEN SURVEYED BY A PROFESSIONAL BIOLOGIST/ECOLOGIST FAMILIAR WITH BURROWING OWL BEHAVIOR AND IT IS FOUND THAT BURROWING OWLS ARE NOT ENGAGED IN NESTING/BROOD-REARING ACTIVITIES.

WARRANTY/DISCLAIMER:

THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THIS DESIGN FUNCTION AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER THE ENGINEER NOR ITS PERSONNEL CAN OR DO WARRANT THESE DESIGNS OR PLANS AS CONSTRUCTED EXCEPT IN THE SPECIFIC CASES WHERE THE ENGINEER INSPECTS AND CONTROLS THE PHYSICAL CONSTRUCTION ON A CONTEMPORARY BASIS AT THE SITE.

NOTICE TO BIDDERS:

ALL QUESTIONS REGARDING THE PREPARATION OF THE GENERAL CONTRACTOR'S BID SHALL BE DIRECTED TO THE OWNER'S CONSTRUCTION REPRESENTATIVE. SUBCONTRACTORS MUST DIRECT THEIR QUESTIONS THROUGH THE GENERAL CONTRACTOR. THE CONSULTING ARCHITECT AND/OR THE CONSULTING ENGINEER SHALL NOT BE CONTACTED DIRECTLY WITHOUT PRIOR AUTHORIZATION FROM THE OWNER/DEVELOPER.

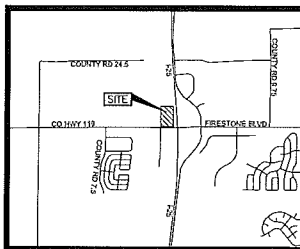
FLOOD CERTIFICATION:

THIS PROPERTY LIES IN ZONE "X" AND DOES NOT LOCATE WITHIN ANY PRESENTLY ESTABLISHED 100-YEAR FLOOD PLAIN, AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. FLOOD INSURANCE RATE MAP FOR THE WELD COUNTY, CO, COMMUNITY PANEL NUMBER 08123C18090 EFFECTIVE DATE JANUARY 20, 2016.

LAND USE TABLE	
LOT AREA	129,917 S.F. (2.98 ACRES)
BUILDING (SF)	4,993 SF
CANOPY (SF)	7,435 SF
BUILDING & CANOPY	12,428 SF (9.6%)
PAVED AREA	77,950 SF (60.0%)
PERVIOUS AREA	40,140 SF (30.4%)
IMPERVIOUS AREA	90,388 SF (69.6%)

PARKING COUNT TABLE	
BUILDING (SF)	4,993 SF
REQUIRED PARKING	20 SPACES (1 PER 250 SF)
PROVIDED PARKING	61 SPACES
REQUIRED ADA	3 SPACES (1 VAN ACCESSIBLE)
PROVIDED ADA	3 SPACES (1 VAN ACCESSIBLE)

FINAL DEVELOPMENT PLAN QUIKTRIP STORE #4202 TOWN OF FIRESTONE, WELD COUNTY STATE OF COLORADO SHEET 1 OF 37



Vicinity Map

Not to Scale

Sheet List Table		
SHEET NUMBER	SHEET	DESCRIPTION
1	C001	COVER SHEET
2	C002	NARRATIVE SHEET
3	C003	WATER NOTES SHEET
4	C030	DEMOLITION PLAN
5	C100	SITE PLAN
6	C110	GRADING PLAN
7	C111	BUILDING DETAILED GRADING PLAN
8	C120	STORM SEWER PLAN
9	C122	POST DEVELOPED DRAINAGE MAP
10	C140	EROSION CONTROL PLAN PHASE 1
11	C141	EROSION CONTROL PLAN PHASE 2
12	C150	SOUTH UTILITY PLAN
13	C151	NORTH UTILITY PLAN
14	C152	WATER PLAN & PROFILE
15	C153	SEWER PLAN & PROFILE
16	C160	PHOTOMETRIC PLAN
17	C161	PHOTOMETRIC DETAILS
18	C162	PHOTOMETRIC DETAILS
19	L100	LANDSCAPE PLAN
20	L500	LANDSCAPE DETAILS
21	L510	IRRIGATION DETAILS
22	L511	IRRIGATION DETAILS
23	L512	IRRIGATION DETAILS
24	C500	MISC. SITE DETAILS
25	C501	EROSION CONTROL DETAILS
26	C510	ADA DETAILS
27	C511	ADA DETAILS
28	C520	PAVING DETAILS
29	C540	DRAINAGE DETAILS
30	C541	DRAINAGE DETAILS
31	C580	WATER DETAILS
32	C581	WATER DETAILS
33	C582	SEWER DETAILS
34	C590	SIGNAGE DETAILS
35	C591	BUILDING RENDERING
36	36	EXTERIOR ELEVATIONS
37	37	EXTERIOR ELEVATIONS

MUNICIPAL CONTACT LIST:

TOWN OF FIRESTONE

PLANNING DEPARTMENT
151 GRANT AVENUE
FIRESTONE, CO, 80520
TEL: (303) 833-3291
CONTACT: VALERIE BERRY

ENGINEERING DEPARTMENT
151 GRANT AVENUE
FIRESTONE, CO, 80520
TEL: (303) 833-6254
CONTACT: MATT WIEDERSPAHN

FREDERICK FIRESTONE FIRE PROTECTION DISTRICT
8428 KOSMIRL PLACE
FREDERICK, CO, 80504
TEL: (303) 833-2742
FAX: (303) 833-3738
CONTACT: STEVE KUCHO

ST. VRAN SANITATION DISTRICT
11307 BUSINESS PARK CIRCLE
FIRESTONE, CO, 80504
TEL: (303) 776-0570
FAX: (303) 485-1988
CONTACT: DAVID CROSS

CDOT REGION 4
10601 W. 10TH ST.
GREELEY, CO, 80634
TEL: (970) 350-2148
FAX: (970) 350-2198
CONTACT: TIM BLOBERN

LEFT HAND WATER DISTRICT
P.O. BOX 210
WINDOT, CO, 80544-0210
TEL: (303) 630-4200
CONTACT: MARTIN HARDERS

UNITED POWER
500 COOPERATIVE WAY
BRIGHTON, CO 80603
TEL: (303) 659-0551

CENTURY LINK
TEL: (800) 283-4237

PROJECT CONTACT LIST:

SURVEYOR OF RECORD
MCCLURE ENGINEERING CO.
1700 SWIFT, SUITE 100
NORTH KANSAS CITY, MO, 64116
TEL: (816) 756-0444
FAX: (816) 756-1763

OT REAL ESTATE PROJECT MANAGER
QUICKTRIP CORPORATION
MIKE TALCOTT
1499 WEST 120TH AVENUE, SUITE 110
WESTMINSTER, CO 80234-2719
TEL: (913) 593-1690

ENGINEER OF RECORD
GALLOWAY & CO.
JOHN ROMANS, P.E.
6162 S. WILLOW DR., SUITE 320
GREENWOOD VILLAGE, CO, 80111
TEL: (303) 770-8888
FAX: (303) 770-3636

TOWN APPROVAL BLOCK

APPROVED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO THIS _____ DAY OF _____ BY RESOLUTION NO. _____

MAYOR _____ ATTEST: TOWN CLERK _____

RURAL DITCH COMPANY APPROVAL BLOCK

APPROVED BY THE RURAL DITCH COMPANY THIS _____ DAY OF _____

ATTEST:

ACCEPTANCE BLOCK AND NOTARY

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

BY: _____

STATE OF COLORADO

COUNTY OF WELD

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D. _____ BY _____ AS _____ FOR TOWN OF FIRESTONE, COLORADO.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

LEGAL DESCRIPTION:

LOT 3, TRACT A AND PORTIONS OF LOT 1 AND LOT 2, TURNER COMMONS TRACT NO. 1, A PORTION OF THE 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

BENCHMARKS:

- BM-1 SET "O" ON THE NORTHEAST CORNER OF A TRANSFORMER PAD, 50'± NORTH NORTHEAST TO A PK NAIL AT THE SOUTHWEST CORNER OF THE PROPERTY. ELEVATION=4853.60'
- BM-2 FOUND "4" CUT ON NORTH CURB RETURN, EAST SIDE OF THE ENTRANCE TO THE PROPERTY OFF OF STATE ROUTE 119. ELEVATION=4853.93'
- BM-3 SET "O" ON THE SOUTH END, EAST EDGE OF A CONCRETE HEADWALL, WEST SIDE OF OFF RAMP FROM SOUTH BOUND INTERSTATE 25. ELEVATION=4851.66'

CAUTION - NOTICE TO CONTRACTOR

- ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE FIELD LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
- WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.



QUIKTRIP

COVER SHEET

NAME OF APPLICATION:	QUIKTRIP
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILE NUMBER:	TBD
PHASE NUMBER:	
SHEET TITLE:	COVER SHEET
PREPARATION DATE:	FEBRUARY 14, 2020
REVISION DATE:	AUGUST 25, 2020
REVISION DATE:	NOVEMBER 17, 2020
REVISION DATE:	FEBRUARY 19, 2021
REVISION DATE:	MARCH 25, 2021

SHEET 1 OF 37

PROJECT NO.: QKT02A020

Galloway

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Denver, CO 80202
303.736.8888
Galloway.com

QuikTrip No. 4202
CO HIGHWAY 119 & TURNER BLVD.
FIRESTONE, CO 80504



PROJ. NO. 119 (11/15/15)
DESIGNER: F01
DESIGNED BY: TE
DRAWN BY: TE
CHECKED BY: BR

REVISION	DATE	DESCRIPTION
1	11/15/15	DESIGNER: F01
2	11/15/15	DESIGNED BY: TE
3	11/15/15	DRAWN BY: TE
4	11/15/15	CHECKED BY: BR

ORIGINAL ISSUE DATE:

SHEET TITLE:

COVER SHEET

SHEET NUMBER:

C001

FINAL DEVELOPMENT PLAN
QUIKTRIP STORE #4202
TOWN OF FIRESTONE, WELD COUNTY
STATE OF COLORADO
SHEET 2 OF 37

PROJECT CONCEPT

THE FINAL DEVELOPMENT PLAN (FDP) IS FOR A QUIKTRIP FACILITY, WHICH CONSISTS OF A CONVENIENCE STORE AND FUELING OPERATIONS. THE QUIKTRIP FDP IS PART OF THE PREVIOUSLY APPROVED TURNER COMMONS ANNEXATION AND TURNER COMMONS OUTLINE DEVELOPMENT PLAN (ODP), BOTH OF WHICH ARE BEING AMENDED CONCURRENTLY WITH THIS FDP TO ALLOW FOR THE REDEVELOPMENT OF THE ENTIRE 6.27-ACRE PARCEL THAT WILL BE WITHIN THE TOWN OF FIRESTONE CORPORATE LIMITS. THE QUIKTRIP FDP IS PROPOSED LOT 3 OF A PROPOSED FINAL PLAT, TITLE TURNER COMMONS FILING NO. 1, WHICH CONSISTS OF APPROXIMATELY 2.98 ACRES. THE DEVELOPMENT WILL CONSIST OF AN APPROXIMATELY 4,993 SQUARE CONVENIENCE STORE BUILDING, NINE (9) FUELING STATIONS AND RELATED ON-SITE PARKING, SITE LIGHTING, SIGAGE AND LANDSCAPING TO ACCOMMODATE THE PROPOSED QUIKTRIP FACILITY.

ENVIRONMENTAL IMPACT MITIGATION

THE ENVIRONMENTAL SITE ASSESSMENT TITLED "PHASE I AND LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT REPORT DATED JUNE 18, 2019 PREPARED BY APEX CORP/PAVES, LLC STATES "THE RURAL DITCH MAY BE CONSIDERED A WETLAND AND WATER OF THE UNITED STATES (U.S.) ON THE SUBJECT PROPERTY." THE U.S. ARMY CORPS OF ENGINEERS (ACOE) WILL NEED TO DETERMINE IF THE WETLANDS IDENTIFIED IN THIS REPORT ARE CONSIDERED JURISDICTIONAL AND PROPER PROCESS AFTER DETERMINATION WILL BE REQUIRED. FURTHERMORE, THE ESA STATES THAT "DURING SITE RECONNAISSANCE, APEX PERSONNEL OBSERVED BOTH LIVE PRAIRIE DOGS AND EVIDENCE OF PRAIRIE DOG DEN'S AT THE SUBJECT PROPERTY." AS SUCH, PRAIRIE DOGS INHABITING PORTIONS OF THE SITE SHALL BE RELOCATED OR HUMANELY EUTHANIZED BY THE DEVELOPER OR DEVELOPER'S AGENT USING LEGALLY APPROVED METHODS FOR RELOCATION AND EUTHANASIA WHICH DO NOT DISPLACE PRAIRIE DOGS ONTO OTHER PROPERTIES PRIOR TO THE ONSET OF CONSTRUCTION ACTIVITY. DESTRUCTION OF PRAIRIE DOG TOWNS SHALL NOT OCCUR DURING THE NESTING SEASON (MAY 15 - SEPTEMBER 15) OF THE BURROWING OWL UNLESS THE TOWN HAS BEEN SURVEYED BY A PROFESSIONAL BIOLOGIST/ECOLOGIST FAMILIAR WITH BURROWING OWL BEHAVIOR AND IT IS FOUND THAT BURROWING OWLS ARE NOT ENGAGED IN NESTING/BROOD-BEARING ACTIVITIES.

PRIVATE MAINTENANCE AND ENFORCEMENT

THIS SITE WILL BE PRIVATELY MAINTAINED NECESSARY CROSS-ACCESS AND UTILITY EASEMENTS AS WELL AS AGREEMENTS FOR ANY COMMON ROADWAYS AND/OR ACCESS POINTS ARE PROVIDED AS PART OF THE DEVELOPMENT.

ADA COMPLIANCE

THE FDP HAS BEEN DESIGNED TO THE BEST OF THE DESIGNER'S KNOWLEDGE AND ABILITIES TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT.

CONTROLS

DECLARATION AND RECIPROCAL EASEMENTS AND RESTRICTIONS WILL BE ESTABLISHED AND PRIVATELY GOVERNED FOR THIS DEVELOPMENT.

DRAINAGE

THE SITE IS DESIGNED TO CONFORM TO THE APPROVED FINAL DRAINAGE REPORT FOR THIS DEVELOPMENT, DATED NOVEMBER 17, 2020, WHICH WAS PREPARED BY GALLOWAY.

WATER DEDICATION

WATER FOR THIS SITE IS PROVIDED BY LEFTHAND WATER DISTRICT. ALL WATER DEDICATIONS AND SERVICES WILL BE BETWEEN LEFTHAND WATER DISTRICT AND THE PROPERTY OWNER/DEVELOPER.

UTILITIES

NEW UTILITY LINES FOR WATER, SANITARY SEWER, STORM DRAIN, ELECTRIC AND TELEPHONE WILL BE CONSTRUCTED AS PART OF THE APPROVED FDP. ONE 1.5 INCH WATER METER WILL BE PROVIDED WITH A 2 INCH SERVICE LINE FOR THE BUILDING AND A 1 INCH IRRIGATION METER WITH A 1.5 INCH IRRIGATION LINE. A 8 INCH SANITARY SEWER LINE WILL BE USED TO SERVICE THE BUILDING.

WETLANDS NOTICE:

ANY DEVELOPMENT, EXCAVATION, CONSTRUCTION, OR FILLING IN A U.S. CORPS OF ENGINEERS DESIGNATED WETLAND IS SUBJECT TO LOCAL, STATE AND FEDERAL APPROVALS. THE CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS AND/OR RESTRICTIONS AND ANY VIOLATION WILL BE SUBJECT TO FEDERAL PENALTY. THE CONTRACTOR SHALL HOLD THE OWNER/ DEVELOPER, THE ENGINEER AND THE LOCAL GOVERNING AGENCIES HARMLESS AGAINST SUCH VIOLATION.

ARCHITECTURE

THE QUIKTRIP BUILDING IS A ONE-STORY, FREESTANDING STRUCTURE WITH TWO (2) PUMP ISLAND CANOPIES. THE BUILDING ARCHITECTURAL DESIGN INCORPORATES COLORS, MATERIALS AND DESIGN FEATURES THAT ARE CONSISTENT WITH THE TOWN OF FIRESTONE DEVELOPMENT CODE FOR COMMERCIAL USES. THE QUIKTRIP BUILDING UTILIZED ARCHITECTURAL AND STRUCTURAL BRICK MATERIAL ON ALL SIDES, WITH TOWER AND ANNEX ELEMENTS TO PROVIDE VISUAL RELIEF AND SENSE OF SCALE. THE USE OF EIFS MATERIAL AND METAL ACCENTS PROVIDE ADDITIONAL MATERIAL VARIATIONS TO THE BUILDING FACADES. THE CANOPIES AND TRASH ENCLOSURES CONTINUE THIS ARCHITECTURAL THEME WITH THE USE OF SIMILAR MATERIAL AND COLOR PALETTE.

SETBACK

PRINCIPAL BUILDING SETBACK ARE SHOWN ON THE SITE PLAN SHEET INCLUDED WITH THIS FDP. ALL SETBACKS MEET FIRESTONE DEVELOPMENT REGULATIONS AND TOWN CODES. PLEASE NOTE THAT THE SETBACK ALONG THE EAST PROPERTY LINE IS CONSIDERED A FRONT SETBACK.

SETBACK TABLE	
FRONT	50 FT.
REAR	20 FT.
SIDE	10 FT.

DEVELOPMENT SCHEDULE

AFTER PERMITS ARE OBTAINED, IT IS ANTICIPATED CONSTRUCTION WILL START 3 WEEKS LATER.

SIGNAGE

A SIGN PERMIT SHALL BE OBTAINED FROM THE TOWN OF FIRESTONE PRIOR TO THE CONSTRUCTION OF ANY SIGN. ALL SIGN PERMIT APPLICATIONS SHALL BE CONSISTENT WITH THE INFORMATION PROVIDED IN THIS FDP. TRAFFIC CONTROL AND ANGLUARY SIGNS WILL BE PROVIDED ON THE SITE. ALL SIGN LOCATIONS SHALL BE APPROVED BY THE TOWN ENGINEER PRIOR TO INSTALLATION.

THIS FDP INCLUDES A NUMBER OF WALL SIGNS, A FREESTANDING MONUMENT SIGN, AND A FREESTANDING DEVELOPMENT IDENTIFICATION SIGN. THE WALL SIGNS ARE LOCATED ON THE BUILDING AND ON THE FUEL STATION CANOPY PER THE ELEVATION DRAWINGS CONTAINED WITHIN THIS FDP AND SUBJECT TO THE REQUIREMENTS OF THE FIRESTONE DEVELOPMENT CODE AS AMENDED FROM TIME TO TIME. THE LOCATIONS OF THE FREESTANDING SIGNS ARE SHOWN ON THE SITE PLAN. THE FREESTANDING MONUMENT SIGN IN THE SOUTHWEST CORNER OF THE SITE IS SUBJECT TO THE REQUIREMENTS OF THE FIRESTONE DEVELOPMENT CODE AS AMENDED FROM TIME TO TIME. CHARACTERISTICS, INCLUDING HEIGHT, SIGN AREA, AND BASE MATERIAL, OF BOTH FREESTANDING SIGNS ARE SHOWN WITHIN THIS FDP.

THE FREESTANDING DEVELOPMENT IDENTIFICATION SIGN LOCATED IN THE SOUTHEAST CORNER OF THE SITE IS INTENDED TO PROVIDE SIGN AREA FOR PROPERTIES THAT HAVE ANNEXED TO THE TOWN OF FIRESTONE IN AN APPROXIMATELY 26 ACRE AREA BOUNDED BY HIGHWAY 119, THE SOUTH DOWNTOWN EXT RAMP ALONG I-25, AND THE ST. VRAIN STATE PARK (DEVELOPMENT AREA). THE DEVELOPMENT IDENTIFICATION SIGN SHALL BE FIFTY (50) FEET IN HEIGHT, INCLUDE THREE-HUNDRED (300) SQUARE FEET IN SIGN FACE AREA ON EACH SIDE, AND SUBJECT TO THE REQUIREMENTS OF THE FIRESTONE DEVELOPMENT CODE AS AMENDED FROM TIME TO TIME. THE OWNER OF LOT 3, TURNER COMMONS FILING 1 SHALL RETAIN A MAXIMUM OF 104.2 SF OF EACH SIGN FACE FOR ITS USE. THE REMAINING SIGN AREA OF EACH FACE SHALL ONLY BE AVAILABLE FOR USE FOR PROPERTIES WITHIN THE DEVELOPMENT AREA AND SUCH USAGE SHALL BE SUBJECT TO TERMS AND RATES AS NEGOTIATED WITH THE OWNER OF THE DEVELOPMENT IDENTIFICATION SIGN.

CIRCULATION SYSTEM

DIRECT ACCESS TO THE SITE IS PROPOSED FROM HWY 119 WHICH IS A PUBLIC CDDT ROAD. IMPROVEMENTS FOR THE ACCESS ARE SHOWN IN THIS FDP.

ZONING AND ALLOWED USES

THIS SITE IS ZONED PLANNED UNIT DEVELOPMENT WITH REGIONAL COMMERCIAL LAND USES, WHICH ALLOWS FOR A GAS STATION/CONVENIENCE STORE USE.

UTILITY SERVICE REQUIREMENTS

ELECTRIC - UNITED POWER
TELEPHONE - CENTURY LINK
WATER - LEFT HAND WATER DISTRICT
SANITARY SEWER - ST. VRAIN SANITATION DISTRICT
POLICE - TOWN OF FIRESTONE
FIRE - FIRESTONE FIRE PROTECTION DISTRICT
NATURAL GAS - SOURCE GAS

BUILDING ADDRESS

TBD

SITE OPERATIONS

STORE HOURS OF OPERATIONS ARE 24 HOURS A DAY, 7 DAYS A WEEK.

PROJECT NO.: QK1204202

Galloway

200 S. Main Street, Suite 200
Firestone, CO 80504
303.776.0000
galloway.com

QuikTrip No. 4202
CO HIGHWAY 119 & TURNER BLVD.
FIRESTONE, CO 80504



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FINAL DEVELOPMENT PLAN
QUIKTRIP STORE #4202
TOWN OF FIRESTONE, WELD COUNTY
STATE OF COLORADO
SHEET 3 OF 37

LEFT HAND WATER DISTRICT GENERAL NOTES:

- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE FIELD LOCATES OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. CONTRACTOR SHALL ALSO NOTIFY ALL AFFECTED UTILITY COMPANIES PRIOR TO COMMENCING CONSTRUCTION. IN EVENT OF DAMAGE TO ANY EXISTING UTILITY CONTRACTOR SHALL IMMEDIATELY NOTIFY OWNER OF THE UTILITY INVOLVED AND, UNLESS AUTHORIZED IN WRITING BY THE OWNER OF THE SUBJECT UTILITY, SHALL NOT ATTEMPT TO MAKE REPAIRS.
- CONTRACTOR SHALL CONTINUOUSLY MAINTAIN ADEQUATE PROTECTION FROM DAMAGE OF ALL PUBLIC AND PRIVATE PROPERTY THROUGH WHICH THE WORK IS DONE.
- ALL WATER MAIN INSTALLATION WITHIN THE LEFT HAND WATER DISTRICT SHALL BE SUBJECT TO CURRENT OSHA AND COSHA SAFETY REQUIREMENTS. CONTRACTOR SHALL ALSO COMPLY WITH ANY AND ALL REQUIREMENTS AND REGULATIONS AS SET FORTH BY CITY, COUNTY, STATE AND FEDERAL AGENCIES HAVING APPLICABLE AUTHORITY.
- NO CONSTRUCTION SHALL BEGIN WITHOUT PRIOR DESIGN APPROVAL FROM LEFT HAND WATER DISTRICT. THE DISTRICT SHALL BE NOTIFIED TWO (2) BUSINESS DAYS IN ADVANCE OF COMMENCING CONSTRUCTION OR TESTING TO ALLOW FOR SCHEDULING (303-530-4200). THE DISTRICT SHALL INSPECT THE CONSTRUCTION AS NECESSARY AND SHALL OBSERVE ALL LINE TESTING, CONSTRUCTION OR TESTING SHALL CONFORM TO DISTRICT SPECIFICATIONS AT ALL TIMES. CONTRACTOR IS RESPONSIBLE FOR APPLYING AND SECURING STATE, COUNTY OR CITY PERMITS INCLUDING BUT NOT LIMITED TO: STORM WATER DISCHARGE, UTILITY ROW, GROUNDWATER DISCHARGE PERMITS, IF REQUIRED. NO VERBAL AUTHORIZATION FOR FIELD REVISION SHALL BE GIVEN. ALL REQUESTS FOR SUCH FIELD REVISION SHALL BE MADE IN WRITING ACCOMPANIED BY PROPOSED CHANGE INDICATED ON COPY OF THE APPROVED DESIGN DRAWINGS. ANY FIELD REVISION APPROVED AND INSTALLED SHALL ALSO BE ACCURATELY DOCUMENTED ON AS-BUILT DRAWINGS AS DETAILED IN ITEM 15 OF THESE NOTES.
- MATERIALS:**

PLASTIC PIPE -- ALL WATER PIPING SHALL BE POLYVINYL CHLORIDE (PVC) UNLESS OTHERWISE NOTED. ALL PVC PIPING THROUGH 12-INCH SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA STANDARD C900. POLYVINYL CHLORIDE (PVC) PRESSURE PIPE, 4-INCH THROUGH 12-INCH, FOR WATER DISTRIBUTION; ALL PVC PIPING 14-INCH THROUGH 36-INCH SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA STANDARD C905. POLYVINYL CHLORIDE (PVC) WATER TRANSMISSION PIPE, NOMINAL DIAMETERS 14-INCH THROUGH 36-INCH SHALL BE INSTALLED WITH A TEN OR TWELVE GAUGE SINGLE STRAND COPPER UP-UL WIRE, PLASTIC COATED, SIX HUNDRED (600) VOLT TAPED TO TOP OF PIPE AND SURFACED AT TEST STATIONS AT NO GREATER THAN 1000 LINEAR FEET INTERVALS. PIPE JOINTS SHALL BE MADE USING AN INTEGRAL BELL WITH AN ELASTOMERIC GASKET PUSH-ON TYPE JOINT OR FLANGED END CONNECTIONS OF A SLEEVE TYPE WITH RUBBER RING GASKETS AND MACHINED PIPE ENDS TO FORM A PUSH-ON TYPE JOINT. ALL MATERIALS INSTALLED SHALL BE FREE OF MANUFACTURER DEFECTS, ANY DEFECTIVE OR DAMAGED MATERIALS NOTED ON THE CONSTRUCTION SITE SHALL BE SO MARKED AND REMOVED FROM THE SITE. ALL FITTINGS SHALL BE MECHANICAL JOINT, CAST IRON OR DUCTILE, 250 PSI, MANUFACTURED IN ACCORDANCE WITH AWWA STANDARD C111. FITTINGS SHALL BE LINED AND COATED WITH FLUORINATED EPOXY IN ACCORDANCE WITH AWWA SPECIFICATION C116. ALL TEE HEAD BOLTS AND HEXAGONAL NUT SHALL BE FABRICATED FROM HIGH STRENGTH TYPE 304 STAINLESS STEEL, IN ACCORDANCE WITH ASTM F-593.

GATE VALVE -- GATE VALVES SHALL BE RESILIENT SEAT WITH NON-RISING STEM, CONFORMING TO AWWA STANDARD C515 INCLUDING A 2" OPEN LEFT OPERATING NUT. ALL TEE HEAD BOLTS AND HEXAGONAL NUT SHALL BE FABRICATED FROM HIGH STRENGTH TYPE 304 STAINLESS STEEL, IN ACCORDANCE WITH ASTM F-593.

FIRE HYDRANT ASSEMBLY -- ALL FIRE HYDRANTS SHALL COMPLY WITH AWWA SPECIFICATION C-502. FIRE HYDRANTS SHALL BE FIVE AND ONE-QUARTER (5 1/4) INCH DIAMETER, DRY BARREL, DRY THREE-WAY OPENING. THE HYDRANT SHOE SHALL BE A SIX (6) INCH DIAMETER FLANGED CONNECTION. THE OPENING NUT AND NOZZLE COVER NUTS SHALL BE NATIONAL STANDARD PENTAGON MEASURING ONE AND ONE-HALF (1 1/2) INCH POINT TO OPPOSITE FLAT. THE VALVE SHALL OPEN LEFT (COUNTER-CLOCKWISE). DEPTH OF BURY SHALL BE MINIMUM OF FIVE (5) FEET. FIRE HYDRANT MANUFACTURER IS LIMITED TO WUELLER SUPER CENTURION 200 OR 250 ONLY. CENTURION MODEL SHALL BE CONNECTED WITH STAINLESS BOLTS AND NUTS WHERE THE SHOE AND BARREL CONNECT. FIRE HYDRANTS SHALL EXACTLY MATCH LEFT HAND WATER DISTRICT FIRE HYDRANT COLOR, "SAFETY RED".
- BEDDING, THE BEDDING AND PIPE ZONE MATERIAL SHALL BE CLEAN, FREE DRINKING WELL-GRADED SAND OR SQUEEGEE SAND AND SHALL CONFORM TO THE PROJECT SPECIFICATIONS AND DRAWINGS.
- CONCRETE: ALL STRUCTURAL CONCRETE SHALL CONTAIN NOT LESS THAN FIVE (5) BAGS OF CEMENT PER CUBIC YARD AND SHALL HAVE MINIMUM TWENTY EIGHT (28) DAY FIELD STRENGTH OF NOT LESS THAN FOUR THOUSAND (4,000) PSI WHEN TESTED IN SIX BY TWELVE (6 X 12) INCH CYLINDERS. THRUST BLOCK CONCRETE SHALL CONTAIN NOT LESS THAN THREE AND ONE HALF (3 1/2) BAGS OF CEMENT PER CUBIC YARD AND SHALL HAVE MINIMUM TWENTY EIGHT (28) DAY FIELD STRENGTH OF NOT LESS THAN TWO THOUSAND FIVE HUNDRED (2,500) PSI WHEN TESTED IN SIX BY TWELVE (6 X 12) INCH CYLINDERS.
- BACKFILL BACKFILL IS MATERIAL USED TO FILL THE TRENCH ABOVE THE PIPE ZONE, UNLESS OTHERWISE SPECIFIED FOR HYDROSTATIC TEST PURPOSES. ALL TRENCHES AND EXCAVATIONS SHALL BE BACKFILLED IMMEDIATELY AFTER THE PIPE IS Laid THEREIN, BUT NOT BEFORE THE PIPE HAS BEEN INSPECTED BY THE DISTRICT. BACKFILLING SHALL BE CONDUCTED IN A CONTINUOUS MANNER TO PREVENT DAMAGE TO THE PIPE AND KEPT AS CLOSE TO THE PIPE LAYING OPERATION AS POSSIBLE. BACKFILLING SHALL BE IN ACCORDANCE WITH THE ADDITIONAL REQUIREMENTS, IF ANY, OF APPROPRIATE AGENCIES OR PRIVATE ROW AGREEMENTS.
- ALL FITTINGS, TEES, PLUGS AND FIRE HYDRANTS SHALL BE PROVIDED WITH MECHANICAL RESTRAINTS AND CONCRETE THRUST BLOCKS IN ACCORDANCE WITH DISTRICT SPECIFICATIONS. ALL FITTINGS, VALVES, FIRE HYDRANT SHOES AND PLUGS SHALL BE POLY WRAPPED PRIOR TO BACKFILL.
- A MINIMUM COVER OF 5 FEET TO TOP OF PIPE SHALL BE MAINTAINED THROUGHOUT THE WATERLINE INSTALLATION. EXTRA BURY DEPTH MAY BE REQUIRED TO MAINTAIN MINIMUM COVER AT DRAINAGE CURVE CROSSINGS AND/OR FIRE HYDRANT RUNS. MINIMUM ALLOWABLE COVER SHALL BE 7 FEET, TO TOP OF PIPE, UNLESS SPECIFICALLY APPROVED BY THE DISTRICT.
- ALL CONNECTIONS TO EXISTING WATERLINES SHALL BE COMPLETED, AT DEVELOPER'S EXPENSE, BY DISTRICT PERSONNEL OR THE DISTRICT'S AUTHORIZED CONTRACTOR WITH NO EXCEPTION.
- ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH LEFT HAND WATER DISTRICT STANDARDS AND SPECIFICATIONS. THE DISTRICT SHALL HAVE THE AUTHORITY TO ASSIGN AN INSPECTOR TO INSPECT ANY AND ALL WORK, INCLUDING ALL MATERIALS TO BE INCORPORATED IN THE WORK, EXCAVATION, BEDDING, BACKFILL, TESTING AND ALL CONSTRUCTION METHODS AND PRACTICES.
- TESTING AND ACCEPTANCE: ALL LINES SHALL BE CHLORINATED AND FLUSHED, BACTERIOLOGICALLY TESTED AND PRESSURE TESTED BY THE CONTRACTOR IN ACCORDANCE WITH DISTRICT SPECIFICATIONS AND UNDER

THE DISTRICT'S SUPERVISION. UPON PASSING CHLORINATION TESTING, BACTERIOLOGICAL TESTING SAMPLE WILL BE TAKEN BY DISTRICT EMPLOYEE AND WILL BE TESTED AT THE DISTRICT'S FACILITY. RESULTS TYPICALLY WITH 24 HOURS. COPIES OF ALL PASSING TEST RESULTS, INCLUDING SOILS COMPACTION IN THE AREA OF WATER MAIN CONSTRUCTION, SHALL BE PROVIDED TO THE DISTRICT.

14. PROJECT AS-BUILT AND RECORD DRAWING REQUIREMENTS:

AS-BUILT DRAWINGS ARE PREPARED BY THE CONTRACTOR. THEY CONTRIN, IN RED INK, ON-SITE CHANGES TO THE ORIGINAL CONSTRUCTION DOCUMENTS. THE AS BUILT DRAWINGS SHALL BE FORWARDED TO ENGINEER FOR CONVERSION TO RECORD DRAWINGS.

RECORD DRAWINGS ARE PREPARED BY THE ENGINEER AND REFLECT ON-SITE CHANGES THE CONTRACTOR NOTED IN THE AS-BUILT DRAWINGS. THE RECORD DRAWINGS SHALL BE APPROVED BY LEFT HAND WATER DISTRICT PRIOR TO PRELIMINARY ACCEPTANCE OF THE PROJECT. RECORD DRAWINGS SHALL BE SUBMITTED IN AUTOCAD FORMAT, BLACKLINE PAPER AND MYLAR.

THESE DOCUMENTS SHALL ACCURATELY REFLECT ANY CHANGE MADE IN THE FIELD WHICH VARIES FROM THE APPROVED CONSTRUCTION PLAN AND INCLUDING, AT A MINIMUM, FIELD DIMENSIONS AND ELEVATIONS, HORIZONTAL AND VERTICAL LOCATIONS OF UNDERGROUND UTILITIES AND APPURTENANCES.

INCLUDE WITH THE RECORD DRAWINGS A SIGNED, WRITTEN CONFIRMATION OF TOTAL COSTS OF ALL PROJECT RELATED WATER SYSTEM IMPROVEMENTS INVOLVED

THE CONTRACTOR SHALL WARRANT THE MATERIALS, INSTALLATION WORKMANSHIP AND SURFACE RESTORATION FOR A PERIOD OF TWO (2) YEARS FROM DATE OF SUBSTANTIAL COMPLETION. DURING THIS WARRANTY PERIOD THE CONTRACTOR SHALL REPAIR ANY DEFECTS IN THE WORK AND MAINTAIN THE WORK AREA, AT THE CLOSE OF THE TWO YEAR WARRANTY PERIOD AND UPON SATISFACTORY CORRECTION OF ANY DEFICIENCIES NOTED, THE DISTRICT SHALL ACCEPT THE CONSTRUCTED LINES AND APPURTENANCES AS THE SOLE PROPERTY AND RESPONSIBILITY OF THE DISTRICT.

ST. VRAIN SANITATION DISTRICT GENERAL NOTES:

- DISTRICT SHALL REFER TO THE ST. VRAIN SANITATION DISTRICT IN THESE NOTES.
- DISTRICT'S ACCEPTANCE OF THESE PLANS IS VALID FOR ONE YEAR.
- ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE DISTRICT STANDARDS.
- CONTRACTOR TO VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO COMMENCING ANY CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY THE DISTRICT A MINIMUM OF 48 HOURS AND A MAXIMUM OF 96 HOURS PRIOR TO STARTING CONSTRUCTION OR PRIOR TO RESUMING CONSTRUCTION AFTER A BREAK.
- SANITARY SEWER SHALL BE POLYVINYL CHLORIDE (PVC) PIPE, ASTM D3034-SDR35 OR AS INDICATED ON THE PLANS.
- ALL CONCRETE SHALL BE MINIMUM 4000 PSI AT 28 DAY STRENGTH.
- MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION OUTSIDE DIAMETER TO OUTSIDE DIAMETER BETWEEN WATER LINES AND ALL SEWER LINES AND MANHOLES.
- ALL SEWER MAINS CROSSING WATER MAINS WITH LESS THAN 18 INCHES OF SEPARATION SHALL BE ENCASED IN CONCRETE.
- R/W ELEVATIONS SHOWN ARE APPROXIMATE AND SHOULD NOT BE TAKEN AS FINAL. ALL MANHOLES SHALL BE FINAL ADJUSTED AFTER PAUSING SUCH THAT THE R/W IS 1/4 TO 1/2 INCH BELOW FINISHED ASPHALT. MANHOLES IN UNPAVED AREAS SHALL E SET SO THAT THE R/W IS 0.5' ABOVE FINISHED GRADE.
- INVERT DATA SHALL BE COLLECTED BY A LICENSED SURVEYOR ON EACH PIPE INVERT IN A MANHOLE. CENTER OF MANHOLE SURVEYING IS NOT ACCEPTABLE FOR SLOPE CALCULATION. RECORD DRAWINGS (ASBUILTS) MUST DEMONSTRATE CONFORMANCE TO DISTRICT STANDARDS.
- THE CONTRACTOR SHALL HAVE A SET OF APPROVED PLANS ON SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING ACTUAL RECORD DRAWING DIMENSIONS AND DISTANCES AS SERVICE LOCATIONS ON THESE PLANS AND SUBMITTING THEM TO THE ENGINEER FOR PREPARATION OF RECORD DRAWINGS. THESE DRAWINGS SHALL BE KEPT CURRENT AT ALL TIMES.
- BEFORE ANY CONSTRUCTION COMMENCES, A PLUG SHALL BE INSTALLED TO PREVENT DRAINAGE THROUGH THE NEW SEWER LINE FORM ENTERING THE EXISTING SEWER LINE. THIS PLUG WILL BE INSTALLED IN THE MANHOLE WHICH CONNECTS NEW WORK WITH THE EXISTING AND NOT BE REMOVED UNTIL INITIAL ACCEPTANCE.
- UNDERDRAINS, IF INSTALLED, ARE THE RESPONSIBILITY OF THE DEVELOPER. DISTRICT ASSUMES NO LIABILITY FOR ANY PORTION OF OR ANY DAMAGE CAUSED BY UNDERDRAINS. ABSOLUTELY NO PART OF AN UNDERDRAIN SYSTEM, INCLUDING CLEAN OUTS, WILL BE ALLOWED INSIDE OF SANITARY SEWER MANHOLES. ALL UNDERDRAINS SHALL BE INSTALLED BELOW THE SANITARY SEWER AND OFFSET TO THE SIDE. PIPE MATERIAL SHALL BE DIFFERENT COLOR THAN SANITARY SEWER.
- NO SERVICE LATERALS SMALLER THAN 8 INCH IN DIAMETER SHALL ENTER MANHOLES.
- SERVICE CROSSINGS OF CURB SHALL BE MARKED WITH AT "S" IN CURB FACE. PAINT IS NOT ACCEPTABLE. SERVICE SHALL BE EXTENDED INTO THE LOT A MINIMUM OF 10 FEET.
- CONTRACTOR SHALL MARK THE END OF ALL SEWER SERVICES WITH A 2" X 4" BOARD WITH MINIMUM OF FOUR (4) FEET ABOVE GRADE, PAINTED GREEN.
- ALL PIPES SHALL HAVE SQUEEGEE (COT 4R BEDDING) UNLESS OTHERWISE SHOWN OR THE DISTRICT MAY APPROVE ALTERNATE BEDDING IN SPECIAL CASES.
- CUT OFF WALLS SHALL BE INSTALLED 10' DOWN STREAM OF EACH MANHOLE WHERE THE SUBDIVISION LINE CONNECTS TO THE EXISTING SANITARY SEWER MAIN LINE.
- THE WARRANTY BOND SHALL BE IN THE AMOUNT OF \$5,000.00 OF 15% OF THE TOTAL COST OF THE SEWER, WHICHEVER IS GREATER.
- PRIOR TO APPROVAL, ALL SANITARY SEWER PIPES SHALL BE PRESSURE-TESTED PER ASTM C924. ALL MANHOLES SHALL BE VACUUM-TESTED PER UNI-B-88.
- PRIOR TO REMOVAL OF PLUGS AT MANHOLES, PIPE SHALL BE JET-CLEANED AND VACUUMED TO REMOVE DEBRIS AND VIDEOS. NOTICE SHALL BE GIVEN TO THE DISTRICT INSPECTOR ONE (1) WEEK PRIOR TO CLEANING. INSPECTOR, PLUGS MAY ONLY REMOVED AFTER INITIAL ACCEPTANCE BY THE DISTRICT.
- THE FINAL RECORDED PLAT AND RECORDED ADDRESS PLAT SHALL BE PROVIDED TO THE DISTRICT BEFORE INITIAL ACCEPTANCE.
- TWENTY (20) MONTHS AFTER CONSTRUCTION AND PRIOR TO THE EXPIRATION OF WARRANTY, THE DEVELOPER SHALL CALLER/VISIT THE SANITARY SEWER LINES AND PROVIDE A DVD TO THE DISTRICT FOR REVIEW.

QUIKTRIP	
GENERAL NOTES	
REV	DATE
1	GENERAL NOTES
2	GENERAL NOTES
3	GENERAL NOTES
4	GENERAL NOTES
5	GENERAL NOTES
6	GENERAL NOTES
7	GENERAL NOTES
8	GENERAL NOTES
9	GENERAL NOTES
10	GENERAL NOTES
11	GENERAL NOTES
12	GENERAL NOTES
13	GENERAL NOTES
14	GENERAL NOTES
15	GENERAL NOTES

NAME OF APPLICATION:	QUIKTRIP
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILE NUMBER:	TBD
PHASE NUMBER:	
SHEET TITLE:	GENERAL NOTES
PREPARATION DATE:	FEBRUARY 14, 2020
REVISION DATE:	AUGUST 25, 2020
REVISION DATE:	NOVEMBER 17, 2020
REVISION DATE:	FEBRUARY 12, 2021
REVISION DATE:	MARCH 25, 2021

SHEET 3 OF 37

PROJECT NO. QNT04033

Galloway

401 E. Main Ave. Suite 100
Firestone, CO 80424
303.666.1111
galloway.com

QuikTrip No. 4202
CO HIGHWAY 119 & TURNER BLVD.
FIRESTONE, CO 80424



8' HIGH X 4' WIDE X 1/2" THICK
ALL DIMENSIONS TO FACE UNLESS
OTHERWISE SPECIFIED
WEIGHT 8' HIGH X 4' WIDE X 1/2" THICK

PROTOTYPE: 1/8" (1/8" X 1/8")
DIVISION: 0.1
DESIGNED BY: JRE
DRAWN BY: JRE
REVIEWED BY: JRE

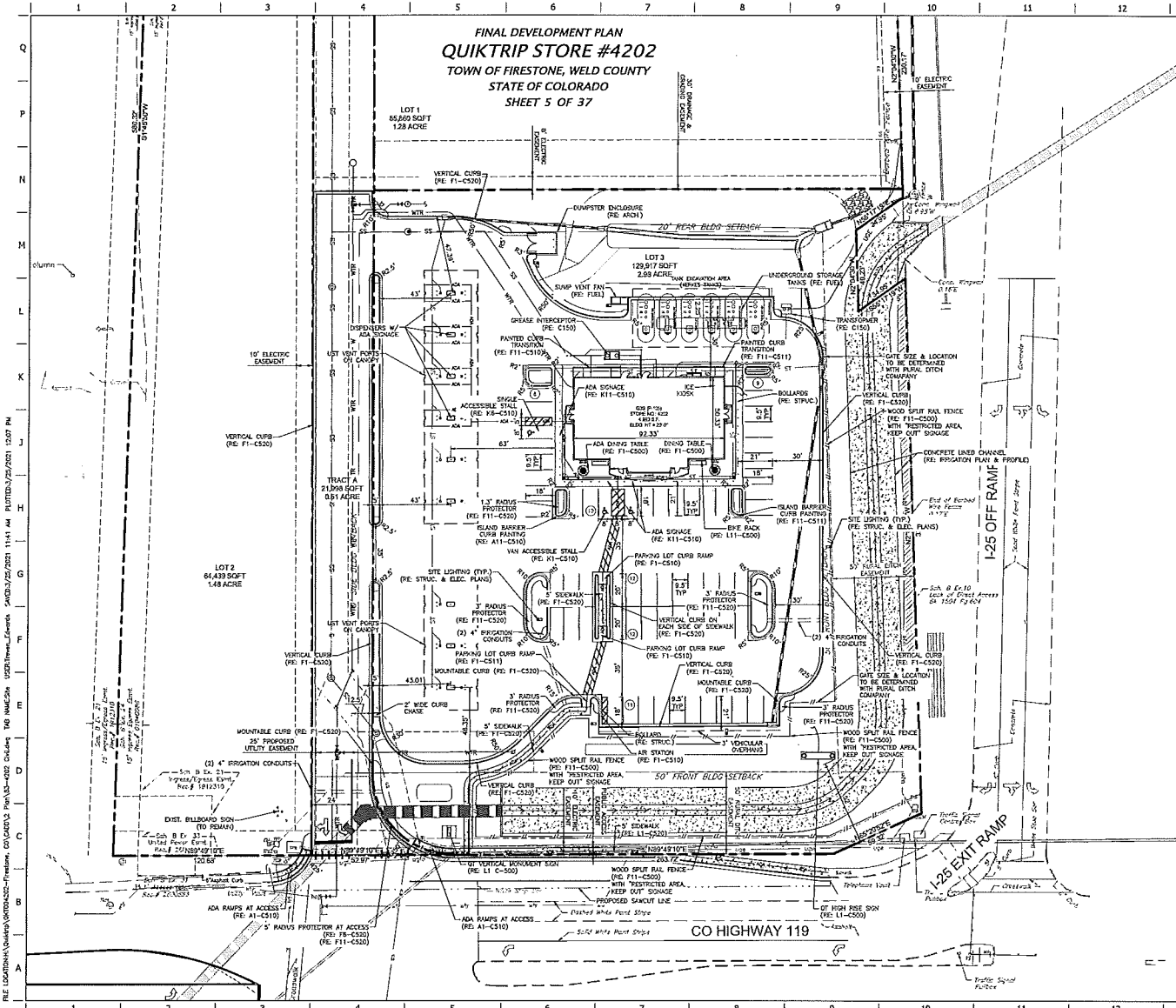
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15	GENERAL NOTES	

SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

C003

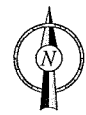


SITE LEGEND

- BOUNDARY LINE
- CONCRETE CURB AND OUTER SANITARY SEWER LINE (PLUS SIZE/TYPE ON PLANS)
- WATER LINE (PLUS SIZE/TYPE ON PLANS)
- UNDERGROUND ELECTRIC
- STORM SEWER LINE (PLUS SIZE/TYPE ON PLANS)
- WOOD FENCE
- WALL
- EDGE OF ASPHALT
- PROPOSED CONCRETE
- MOUNTABLE CURB W/ RADIUS PROTECTOR
- PARKING SPACE INDICATOR
- AREA LIGHT
- MULTIPLE PRODUCT CONSIDER WITH CAUTION
- TRANSFORMER
- FUEL SYSTEM ACCESS MANWAY
- TRAFFIC ARROWS
- UTILITY METER (PLUS TYPE)
- UTILITY MANHOLE (PLUS TYPE/UTILITY)
- UTILITY PRECAST/REINFORCED CONCRETE (PLUS TYPE/UTILITY)
- SINGLE POST SIGN (PLUS TYPE/UTILITY)

SITE LIGHTING FIXTURE TABLE

TYPE	HIGHT	QUANTITY
1	22'	6
2	22'	4
3	22'	0
4	22'	0
5	22'	0
6	22'	0
7	22'	0
8	22'	0
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100	22'	0



QUIKTRIP SITE PLAN

NAME OF APPLICATION: QUIKTRIP
TYPE OF SUBMITTAL: FINAL DEVELOPMENT PLAN
FILING NUMBER: TBD
PHASE NUMBER: 1
SHEET TITLE: SITE PLAN
PREPARATION DATE: FEBRUARY 14, 2020
REVISION DATE: AUGUST 25, 2020
REVISION DATE: NOVEMBER 17, 2020
REVISION DATE: FEBRUARY 12, 2021
REVISION DATE: MARCH 25, 2021

SHEET 5 OF 37

Galloway

PROJECT NO. Q1004202

QuikTrip No. 4202
CO HIGHWAY 119 & TURNER BLVD.
FIRESTONE, CO 80504

QT

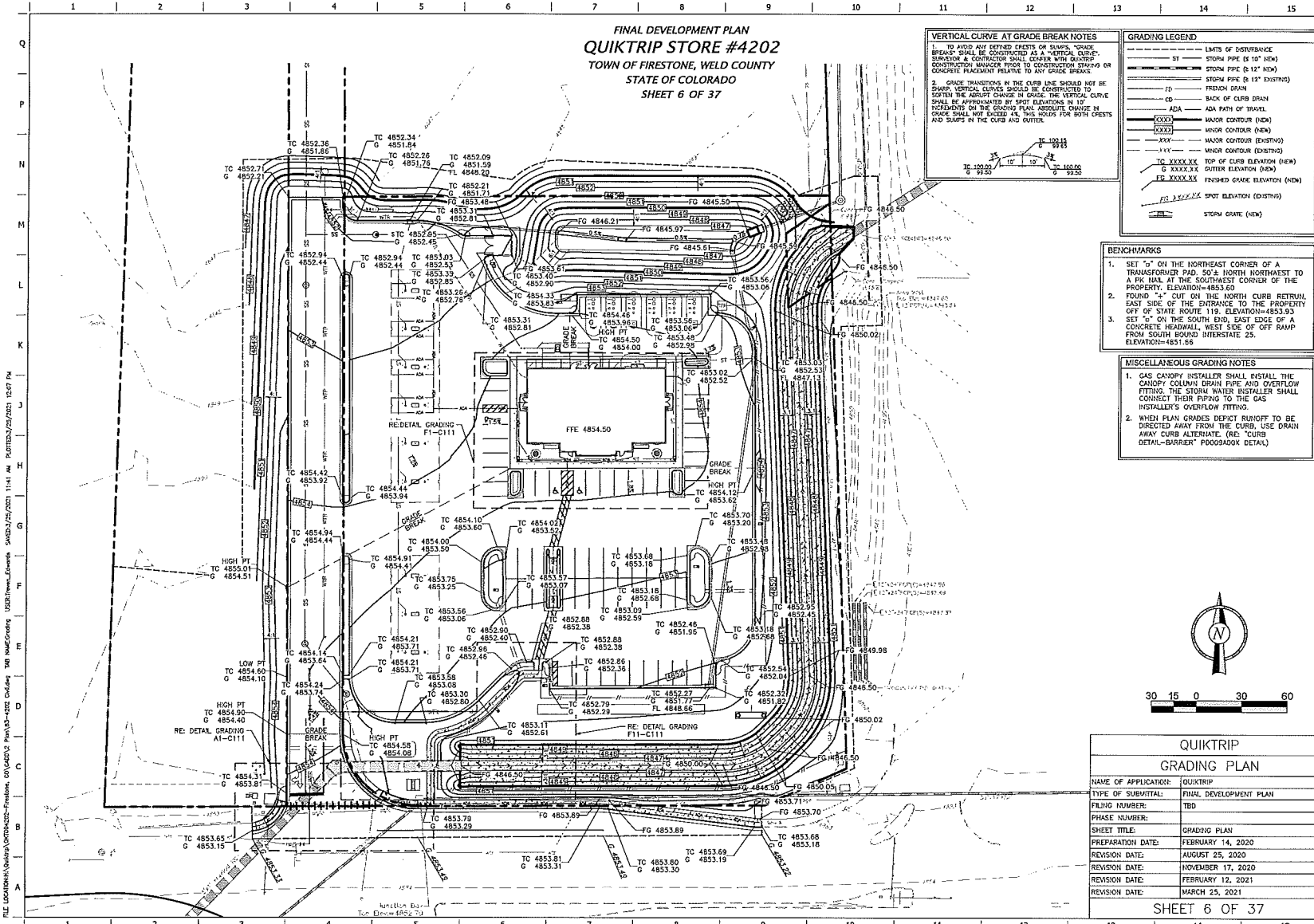
PHOTO TYPE: P100 (1/1/2019)
DATE: 1/1/2019
VERSION: 001
DESIGNED BY: JRE
DRAWN BY: JRE
REVIEWED BY: JRE

REVISIONS

NO.	DATE	DESCRIPTION
1	1/1/2019	INITIAL DESIGN
2	1/1/2019	REVISIONS
3	1/1/2019	REVISIONS
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98	1/1/2019	REVISIONS
99	1/1/2019	REVISIONS
100	1/1/2019	REVISIONS

ORIGINAL ISSUE DATE:

SHEET NUMBER:
C100



VERTICAL CURVE AT GRADE BREAK NOTES

1. TO AVOID ANY DETECTED CREEPS OR SWAYS, "GRADE BREAKS" SHALL BE CONSTRUCTED AS A "VERTICAL CURVE". GRADE BREAKS SHALL BE CONSTRUCTED WITH SUFFICIENT CONSTRUCTION STAKES TO CONSTRUCTION STAKES OR CONCRETE PLACEMENT PRIOR TO ANY GRADE BREAKS.

2. GRADE TRANSITIONS IN THE CURB LINE SHOULD NOT BE SWAMP. VERTICAL CURVES SHOULD BE CONSTRUCTED TO SOFTEN THE ABRUPT CHANGE IN GRADE. THE VERTICAL CURVE SHALL BE APPROXIMATED BY SPOT ELEVATIONS IN 10' INTERVALS ON THE GRADING PLAN. ABSOLUTE CHANGE IN GRADE SHALL NOT EXCEED 4%. THIS HOLDS FOR BOTH CRESTS AND SLOPES IN THE CURB AND CUTTER.

GRADING LEGEND

---	LIMITS OF DISTURBANCE
---	ST
---	STORM PIPE (8" 12" NEW)
---	STORM PIPE (8" 12" EXISTING)
---	FRONT DRAIN
---	BACK OF CURB DRAIN
---	ADA
---	ADA PATH OF TRAVEL
---	MAJOR CONTOUR (NEW)
---	MAJOR CONTOUR (EXISTING)
---	MAJOR CONTOUR (EXISTING)
---	TOP OF CURB ELEVATION (NEW)
---	CUTTER ELEVATION (NEW)
---	FINISHED GRADE ELEVATION (NEW)
---	SPOT ELEVATION (EXISTING)
---	STORM GRATE (NEW)

- BENCHMARKS**
1. SET "B" ON THE NORTHEAST CORNER OF A TRANSFORMER PAD. 50'± NORTH NORTHEAST TO A P.K. 114.1 AT THE SOUTHWEST CORNER OF THE PROPERTY. ELEVATION=4853.60
 2. FOUND "A" CUT ON THE NORTH CURB RETRAIN, EAST SIDE OF THE ENTRANCE TO THE PROPERTY OFF OF STATE ROUTE 119. ELEVATION=4853.93
 3. SET "C" ON THE SOUTH END, EAST EDGE OF A CONCRETE HEADWALL, WEST SIDE OF OFF RAMP FROM SOUTH BOUND INTERSTATE 25. ELEVATION=4851.66

- MISCELLANEOUS GRADING NOTES**
1. GAS CANOPY INSTALLER SHALL INSTALL THE CANOPY COLUMN DRAIN PIPE AND OVERFLOW FITTING. THE STORM WATER INSTALLER SHALL CONNECT THEIR PIPING TO THE GAS INSTALLER'S OVERFLOW FITTING.
 2. WHEN PLAN GRADES DEPICT RUMPOFF TO BE DIRECTED AWAY FROM THE CURB, USE DRAIN AWAY CURB ALTERNATE (RE: "CURB DETAIL-BARRIER" PD0904000 DETAIL).

PROJECT NO.: Q1704232

Galloway

201 S. Main Street, Suite 100
Firestone, CO 80439
970.746.1400
galloway.com

QuikTrip No. 4202
CO HIGHWAY 119 & TURNER BLVD.
FIRESTONE, CO 80434



QUICKTRIP
10000 S. Main Street, Suite 100
Firestone, CO 80439
970.746.1400
quiktrip.com

PROTOTYPE: P10 (ELEVATED)
REVISION: 001
DESIGNED BY: TBE
DRAWN BY: JBR
REVIEWED BY: JBR

DATE	REVISION	DESCRIPTION
08/25/20	001	ISSUED FOR PERMITS
09/17/20	002	ISSUED FOR PERMITS
11/12/20	003	ISSUED FOR PERMITS
01/12/21	004	ISSUED FOR PERMITS
03/23/21	005	ISSUED FOR PERMITS

SHEET TITLE:

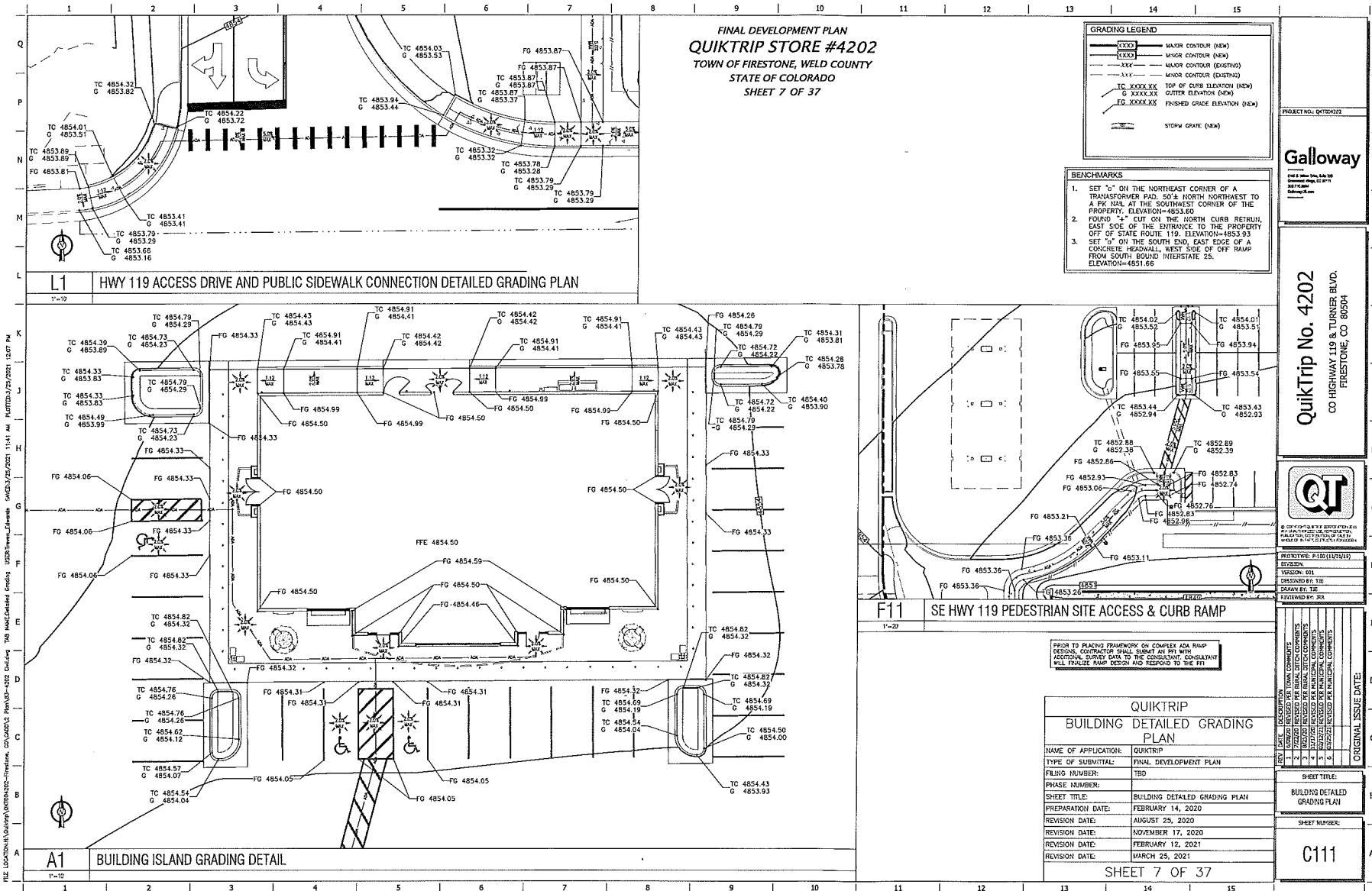
GRADING PLAN

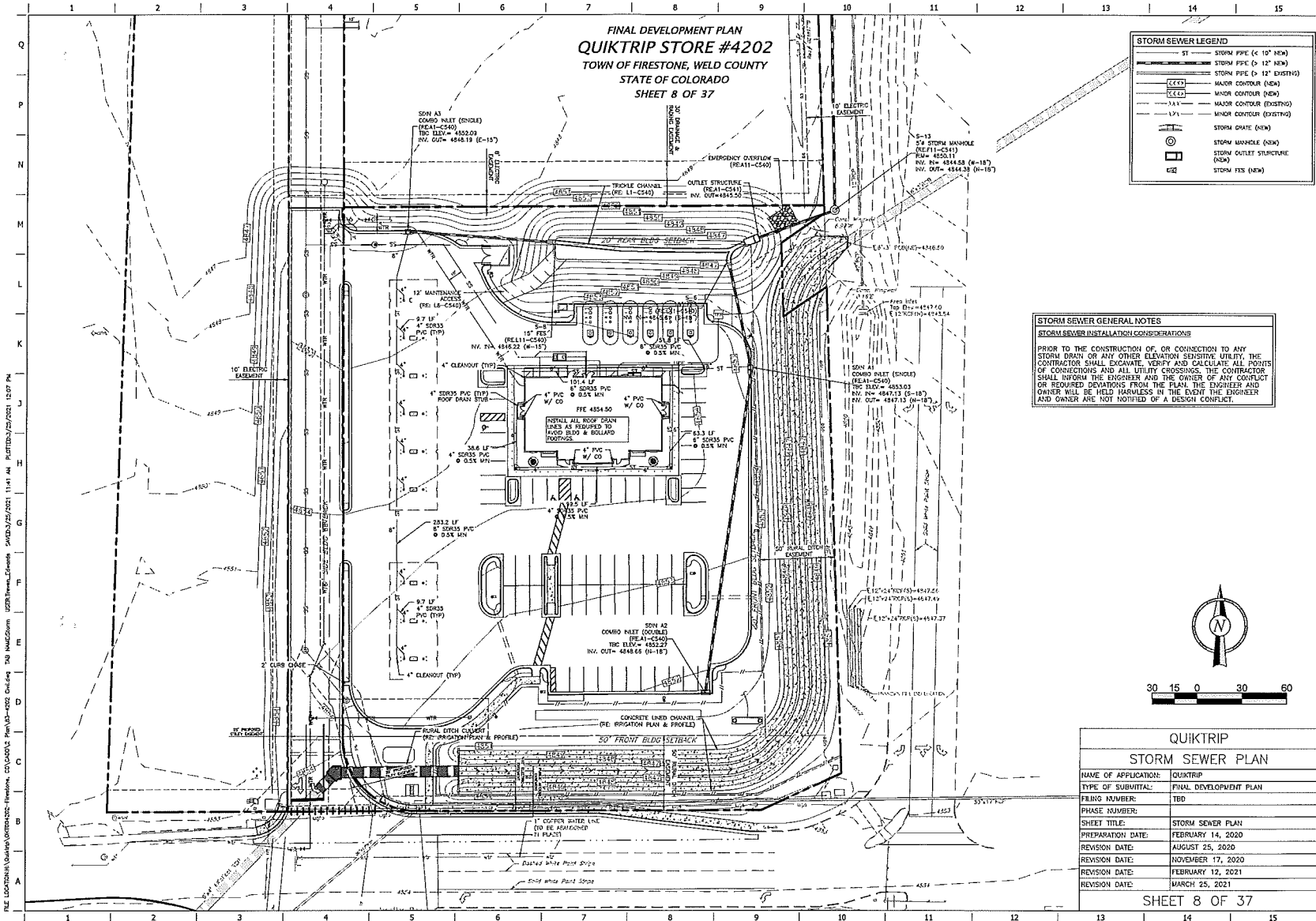
SHEET NUMBER:

C110

QUIKTRIP GRADING PLAN	
NAME OF APPLICATION:	QUIKTRIP
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	TBD
PHASE NUMBER:	
SHEET TITLE:	GRADING PLAN
PREPARATION DATE:	FEBRUARY 14, 2020
REVISION DATE:	AUGUST 25, 2020
REVISION DATE:	NOVEMBER 17, 2020
REVISION DATE:	FEBRUARY 12, 2021
REVISION DATE:	MARCH 25, 2021

SHEET 6 OF 37





PROJECT NO. QTY04202

Galloway

QuikTrip No. 4202
CO HIGHWAY 119 & TURNER BLVD.
FIRESTONE, CO 80504



PROTOTYPE, P-10 (1/8" SCALE)
DESIGNED BY: JDL
DESIGNED BY: JDL
DESIGNED BY: JDL

DATE	DESCRIPTION
1/14/20	DESIGNED FOR FINAL CITY COMMENTS
2/12/20	REVISED FOR FINAL CITY COMMENTS
11/17/20	REVISED FOR FINANCIAL COMMENTS
1/12/21	REVISED FOR FINANCIAL COMMENTS
3/25/21	REVISED FOR FINANCIAL COMMENTS

SHEET TITLE:

STORM SEWER PLAN

SHEET NUMBER:

C120

FINAL DEVELOPMENT PLAN
QUIKTRIP STORE #4202
 TOWN OF FIRESTONE, WELD COUNTY
 STATE OF COLORADO
 SHEET 9 OF 37

CO HIGHWAY 119

QUIKTRIP
POST DEVELOPED DRAINAGE MAP

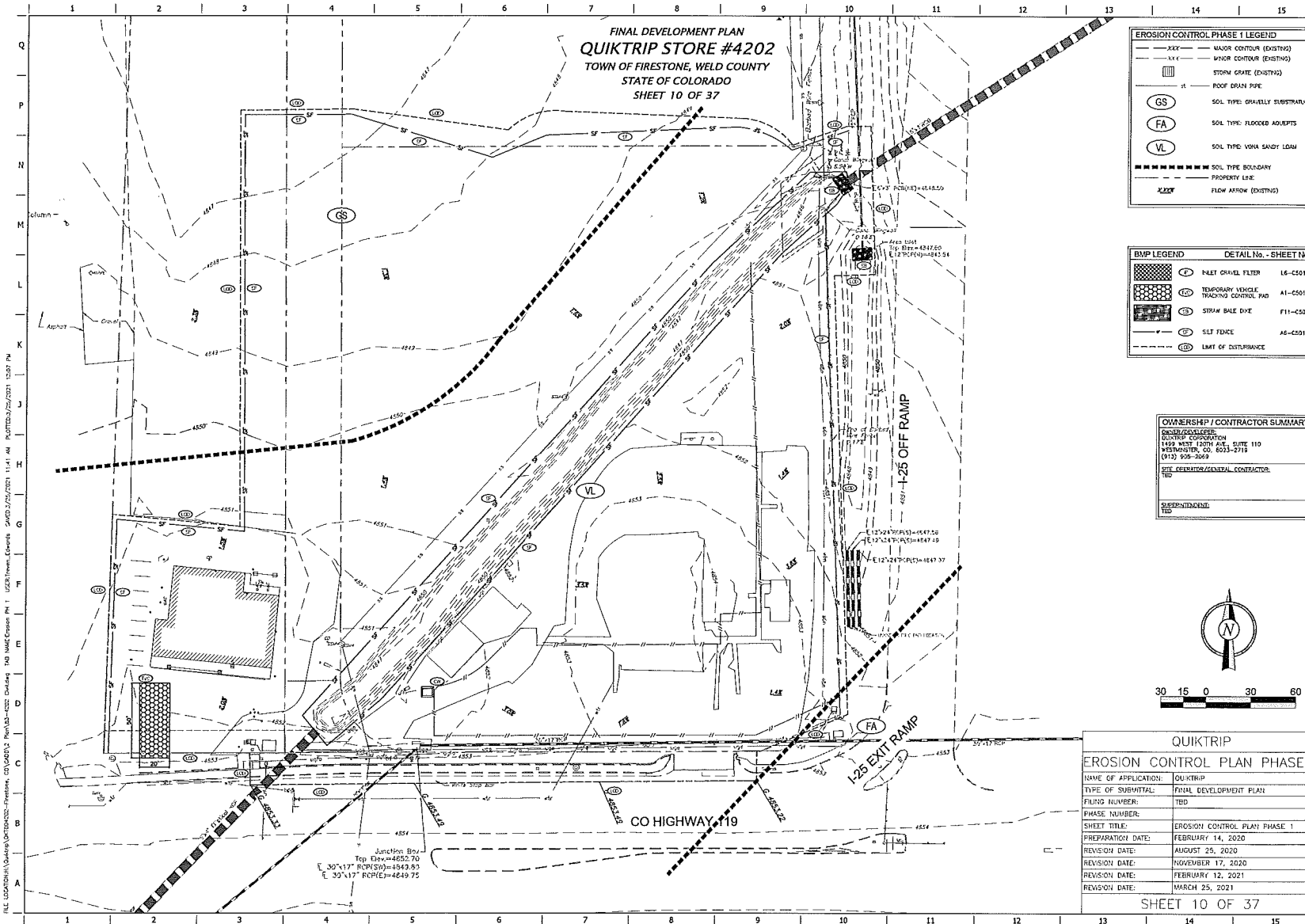
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TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
PLUMB NUMBER:	TBO
PHASE NUMBER:	
SHEET TITLE:	POST DEVELOPED DRAINAGE MAP
PREPARATION DATE:	FEBRUARY 14, 2020
REVISION DATE:	AUGUST 25, 2020
REVISION DATE:	NOVEMBER 17, 2020
REVISION DATE:	FEBRUARY 12, 2021
REVISION DATE:	MARCH 25, 2021

SHEET 9 OF 37

C122



QUIKTRIP	
POST DEVELOPED DRAINAGE MAP	
NAME OF APPLICATION:	QUIKTRIP
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
PLANS NUMBER:	TRO
PHASE NUMBER:	
SHEET TITLE:	POST DEVELOPED DRAINAGE MAP
PREPARATION DATE:	FEBRUARY 14, 2020
REVISION DATE:	AUGUST 25, 2020
REVISION DATE:	NOVEMBER 17, 2020
REVISION DATE:	FEBRUARY 12, 2021
REVISION DATE:	MARCH 25, 2021
SHEET 9 OF 37	



PROJECT NO.: QKTC4202

Galloway

1701 E. 10th Ave, Suite 110
 Westminster, CO 80057-2715
 (303) 925-3069
 Galloway.com

QuikTrip No. 4202
 CO HIGHWAY 119 & TURNER BLVD.
 FIRESTONE, CO 80504

QT

PROTOTYPE: P-109 (LUS111)
 DIVISION: REGION: 001
 DESIGNED BY: TE
 DRAWN BY: TE
 REVIEWED BY: TE

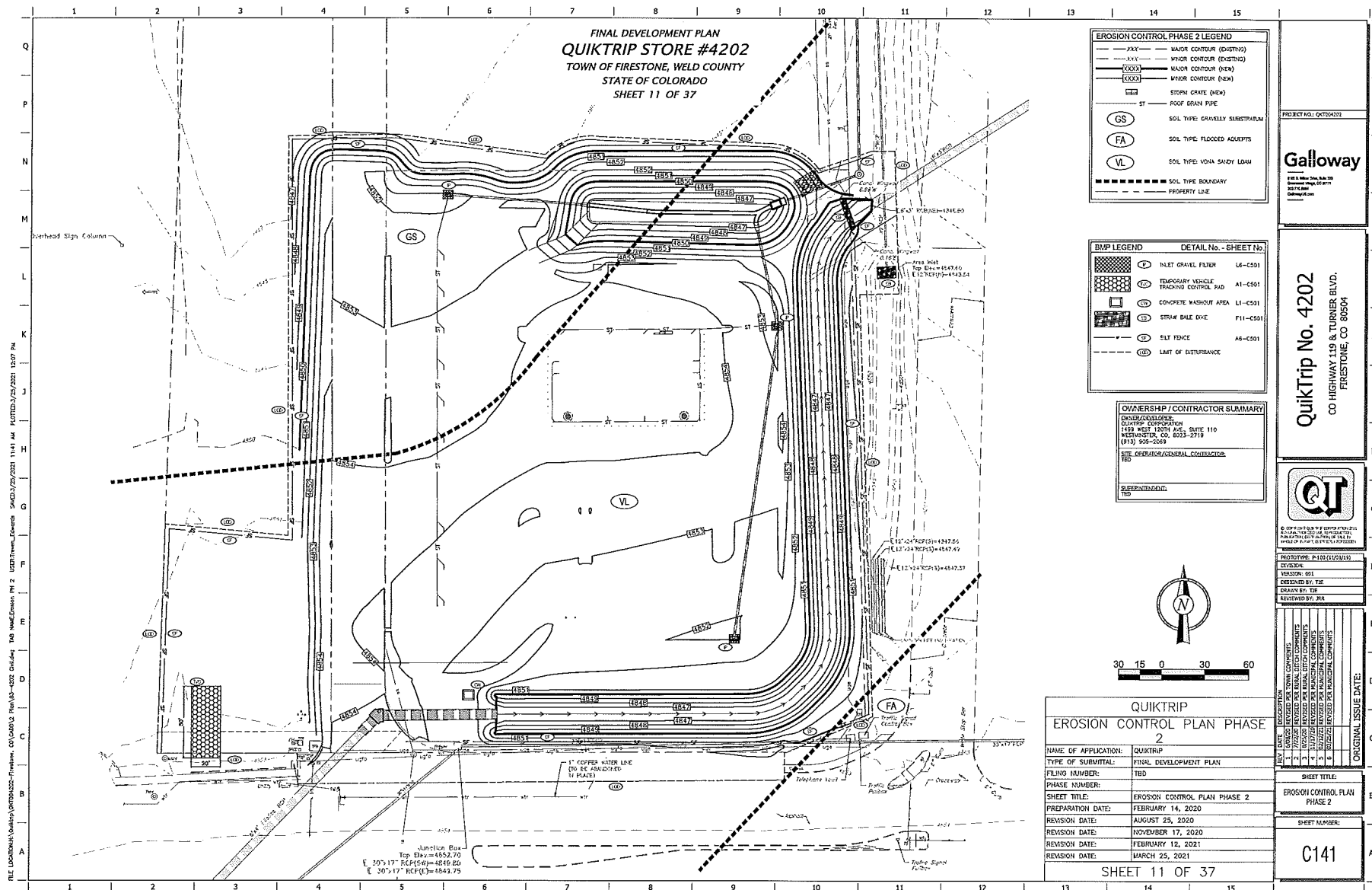
ORIGINAL ISSUE DATE:

SHEET TITLE:
EROSION CONTROL PLAN PHASE 1

SHEET NUMBER:
C140

QUICKTRIP	
EROSION CONTROL PLAN PHASE	
NAME OF APPLICATION:	QUICKTRIP
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	TEB
PHASE NUMBER:	
SHEET TITLE:	EROSION CONTROL PLAN PHASE 1
PREPARATION DATE:	FEBRUARY 14, 2020
REVISION DATE:	AUGUST 25, 2020
REVISION DATE:	NOVEMBER 17, 2020
REVISION DATE:	FEBRUARY 12, 2021
REVISION DATE:	MARCH 25, 2021

SHEET 10 OF 37



FINAL DEVELOPMENT PLAN
QUIKTRIP STORE #4202
TOWN OF FIRESTONE, WELD COUNTY
STATE OF COLORADO
SHEET 12 OF 37

UTILITY GENERAL NOTES
UTILITY INSTALLATION CONSIDERATIONS
PRIOR TO THE CONSTRUCTION OF, OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, OR ANY OTHER ELEVATION SENSITIVE UTILITY, THE CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTIONS AND ALL UTILITY CROSSINGS. THE CONTRACTOR SHALL INFORM THE ENGINEER AND THE OWNER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. THE ENGINEER AND OWNER WILL BE HELD HARMLESS IN THE EVENT THE ENGINEER AND OWNER ARE NOT NOTIFIED OF A DESIGN CONFLICT.

AS POSSIBLE, ALL PROPOSED UTILITIES SHALL BE ROUTED THROUGH PERVIOUS AREAS - SPECIFICALLY AVOIDING ON-SITE PAVED AREAS DESIGNATED FOR PARKING, ACCESS, AND VEHICULAR TRAFFIC FLOW.

UTILITY LEGEND (NEW)

- WTR - WATER LINE
- SS - SANITARY SEWER LINE
- UGR - UNDERGROUND ELECTRIC LINE
- ST - STORM PIPE (6" 12")
- 15.5' - MAJOR CONTOUR
- 10.0' - MINOR CONTOUR
- CONCRETE CURB AND GUTTER
- UPST POLE - 4" W/IN. CLEAR FROM E/C
- W/IN. STREET BLOCK AND W/IN. E/C
- THE WORKS
- SEED WHOLE

QUIKTRIP SOUTH UTILITY PLAN

NAME OF APPLICATION: QUIKTRIP
TYPE OF SUBMITTAL: FINAL DEVELOPMENT PLAN
PLANS NUMBER: TBD
SHEET NUMBER: 12
SHEET TITLE: SOUTH UTILITY PLAN
PREPARATION DATE: FEBRUARY 14, 2020
REVISION DATE: AUGUST 25, 2020
REVISION DATE: NOVEMBER 17, 2020
REVISION DATE: FEBRUARY 12, 2021
REVISION DATE: MARCH 25, 2021

SHEET 12 OF 37

UTILITY LEGEND (NEW)

	WATER LINE
	ST
	SANITARY SEWER LINE
	UNDERGROUND ELECTRIC LINE
	ST
	STORM PIPE (8 1/2")
	STORM PIPE (12")
	MAJOR CONTROL
	MINOR CONTROL
	CONCRETE CURB AND GUTTER
	LEAD PIPE - 8" MIN. OLD FROM 1/2"
	WATER TRUST BLOCK NO WAVE
	FIRE WAGON
	SEWER MANHOLE

Galloway N

QuikTrip No. 4202
CO HIGHWAY 119 & TURNER BLVD.
FIRESTONE CO 80504



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PROTOTYPE: P-100 (11/21/19)
DEVISION:
VERSION: 001
DESIGNED BY: TJE
DRAWN BY: TJE
REVIEWED BY: JRR

DATE: _____

Rcv	Date	Description
1	6/08/20	REVIEW
2	7/22/20	REVIEW
3	8/24/20	REVIEW
4	11/17/20	REVIEW
5	12/12/21	REVIEW
6	10/25/21	REVIEW

ORIGINAL ISSUED

SHEET TITLE:
SOUTH UTILITY PLAN

SHEET NUMBER:

C150

FINAL DEVELOPMENT PLAN
QUIKTRIP STORE #4202
 TOWN OF FIRESTONE, WELD COUNTY
 STATE OF COLORADO
 SHEET 13 OF 37

UTILITY LEGEND (NEW)	
WTR	WATER LINE
SS	SANITARY SEWER LINE
UGRT	UNDERGROUND ELECTRIC LINE
ST	STORM PIPE (8" 10")
ST	STORM PIPE (8" 12")
MAJOR	MAJOR CONTOUR
MINOR	MINOR CONTOUR
CONCRETE CURB AND GUTTER	
UPST F&E - 1" MIN. SIDE FROM F&E	
WATER TRUST BLOCK AND VALVE	
FIRE HYDRANT	
SEWER MANHOLE	

UTILITY GENERAL NOTES
UTILITY INSTALLATION CONSIDERATIONS
 PRIOR TO THE CONSTRUCTION OF, OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, OR ANY OTHER ELEVATION SENSITIVE UTILITY, THE CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTIONS AND ALL UTILITY CROSSINGS. THE CONTRACTOR SHALL INFORM THE ENGINEER AND THE OWNER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. THE ENGINEER AND OWNER WILL BE HELD HARMLESS IN THE EVENT THE ENGINEER AND OWNER ARE NOT NOTIFIED OF A DESIGN CONFLICT.
 AS POSSIBLE, ALL PROPOSED UTILITIES SHALL BE ROUTED THROUGH PERVIOUS AREAS - SPECIFICALLY AVOIDING ON-SITE PAVED AREAS DESIGNATED FOR PARKING, ACCESS, AND VEHICULAR TRAFFIC FLOW.

PROJECT NO.: QKT040202

Galloway
 400 E. 1st Ave., Suite 200
 Firestone, CO 80439
 970.534.4444
 galloway.com

QuikTrip No. 4202
 CO HIGHWAY 119 & TURNER BLVD.
 FIRESTONE, CO 80404



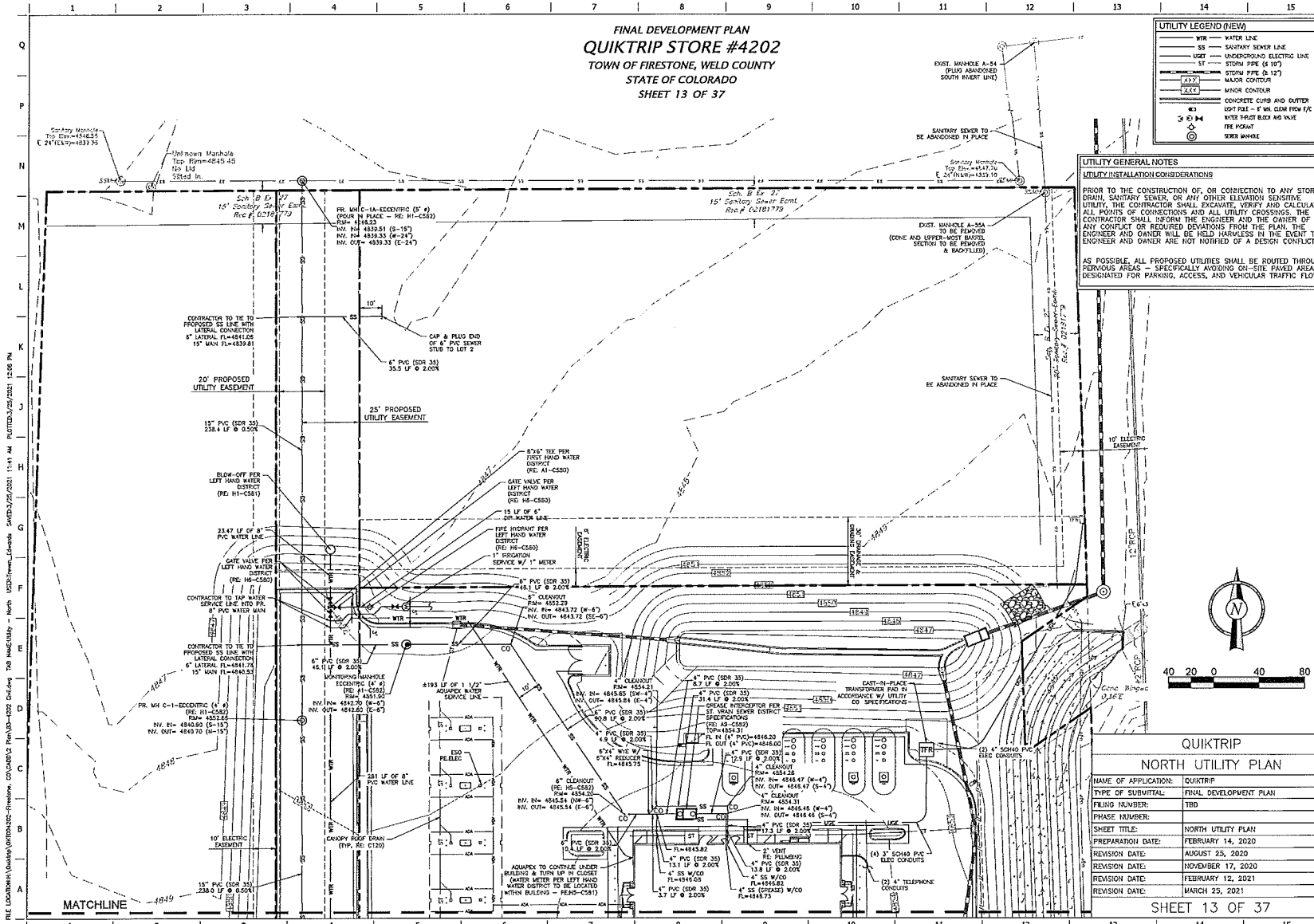
PROJ. NO.: QKT040202
 DIVISION:
 DESIGNED BY:
 DRAWN BY: RZ
 CHECKED BY: RZ

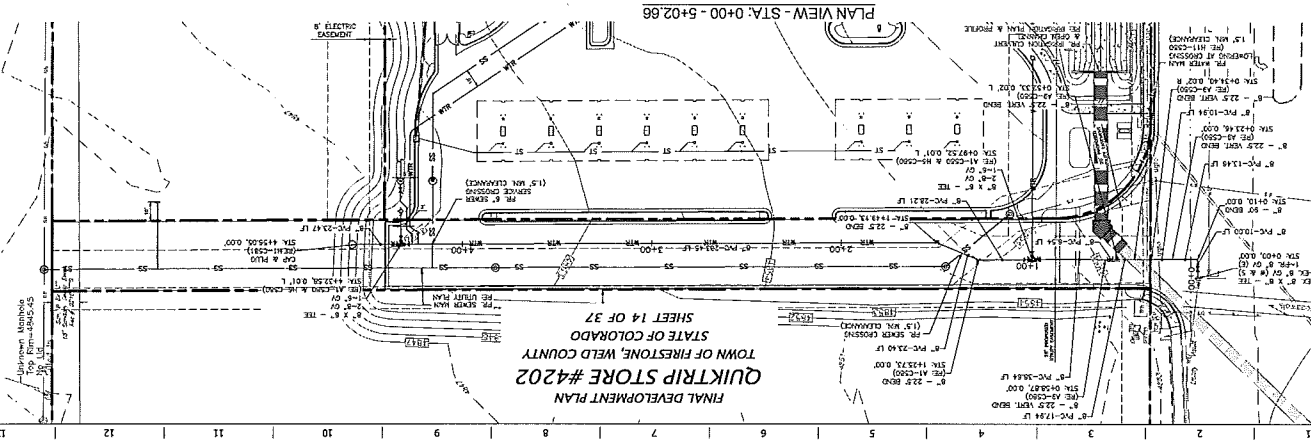
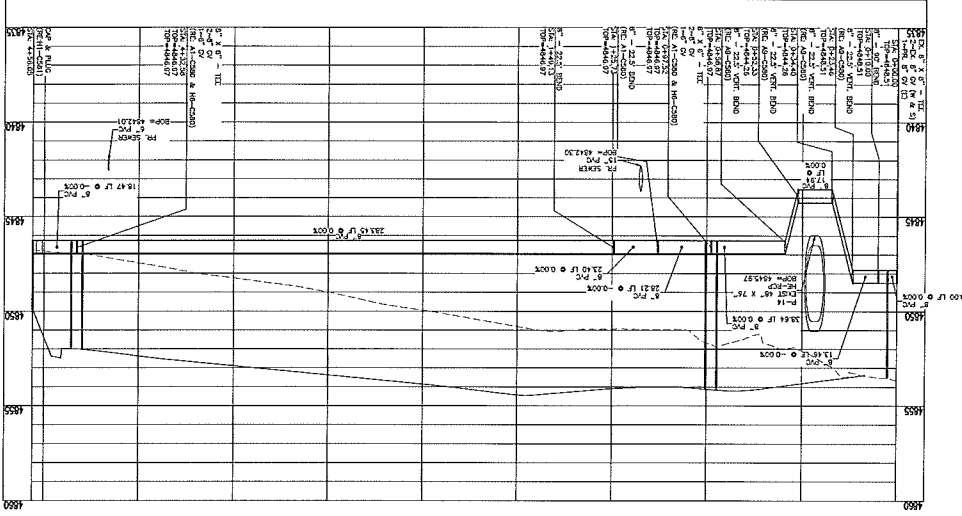
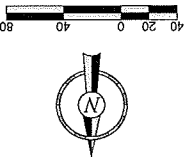
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2	11/17/2020	ISSUED FOR PERMIT
3	02/25/2021	ISSUED FOR PERMIT
4	03/25/2021	ISSUED FOR PERMIT
5	03/25/2021	ISSUED FOR PERMIT

ORIGINAL ISSUE DATE:
 SHEET TITLE:
NORTH UTILITY PLAN
 SHEET NUMBER:
C151

QUIKTRIP NORTH UTILITY PLAN	
NAME OF APPLICATION:	QUIKTRIP
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	TRD
PHASE NUMBER:	
SHEET TITLE:	NORTH UTILITY PLAN
PREPARATION DATE:	FEBRUARY 14, 2020
REVISION DATE:	AUGUST 25, 2020
REVISION DATE:	NOVEMBER 17, 2020
REVISION DATE:	FEBRUARY 12, 2021
REVISION DATE:	MARCH 25, 2021

SHEET 13 OF 37



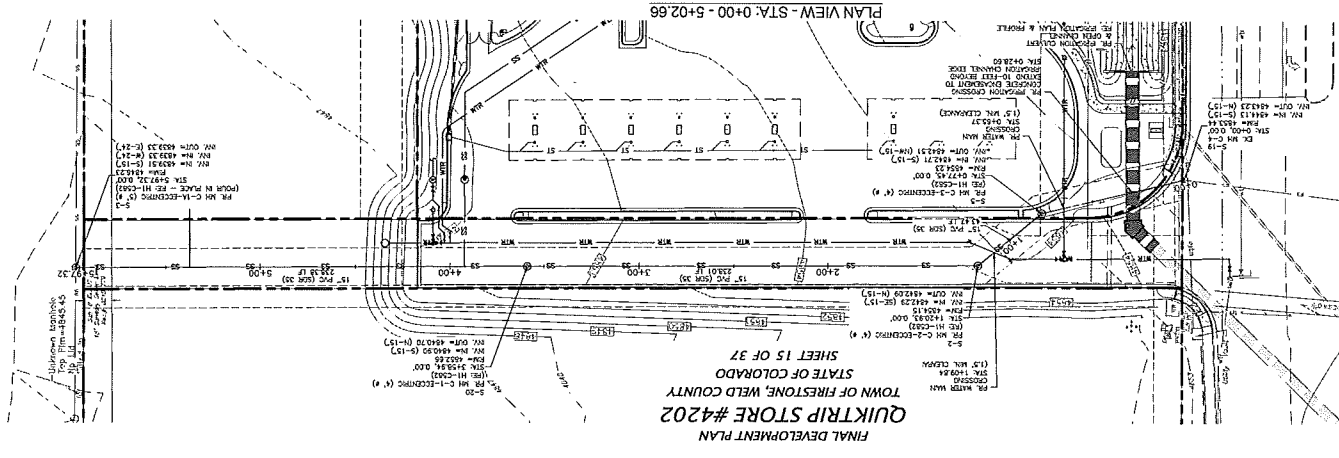
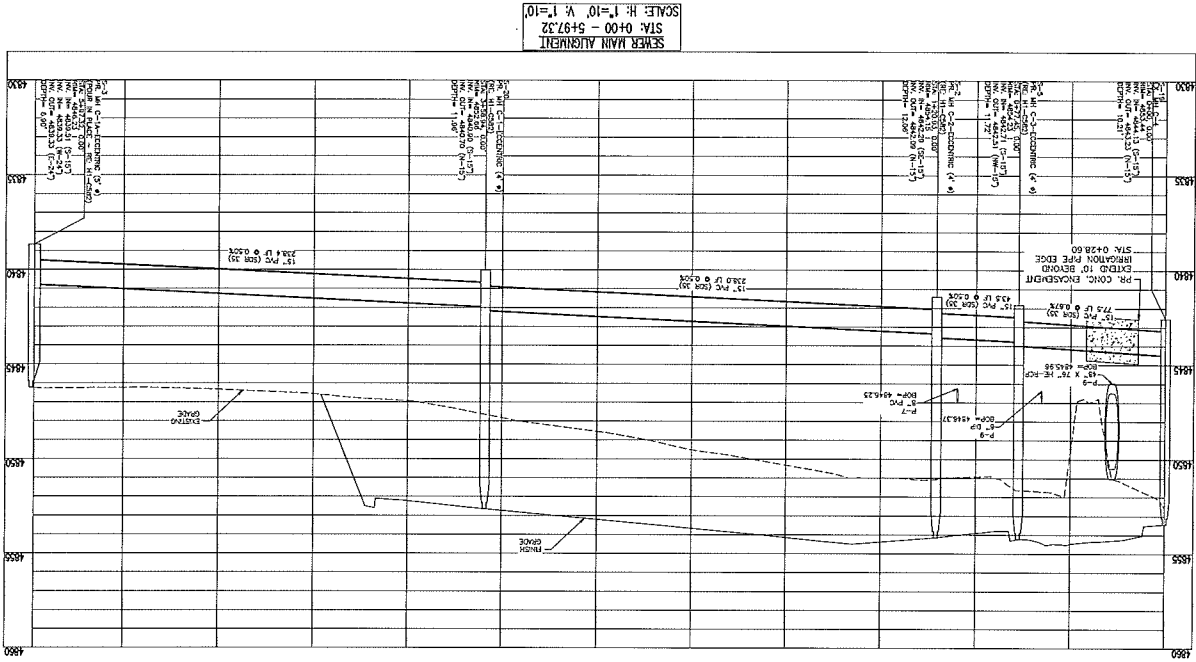
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QuikTrip No. 4202
CO HIGHWAY 119 & TURNER BLVD.
FIRESTONE, CO 80504

Galloway

C152

QUIKTRIP		WATER PLAN & PROFILE	
NAME OF APPLICATION	QUIKTRIP	TYPE OF DRAINAGE	RILL DEVELOPMENT PLAN
PLANT NUMBER	780	PLANT NUMBER	
SHEET TITLE	WATER PLAN & PROFILE		
PREPARATION DATE	FEBRUARY 14, 2020		
REVISION DATE	NOVEMBER 17, 2020		
REVISION DATE	FEBRUARY 12, 2021		
REVISION DATE	MARCH 25, 2021		



UNIVERSITY LEGEND (NEW)

WATER LINE	
SEWER/SEWAGE LINE	
UNDERGROUND ELECTRIC LINE	
STEAM PIPE (S 10')	
STEAM PIPE (S 12')	
MAJOR CONDUIT	
MAJOR CONDUIT	
CONCRETE CURB AND GUTTER	
LOW POLE - 6' MIN. CLEARANCE 7/6	
MEDIUM STREET LIGHT AND WALK	
PEDESTAL	
SIGN MOUNT	



SHEET 15 OF 37

QUICKTRIP	SEWER PLAN & PROFILE	DATE OF APPLICATION:	QUICKTRIP
		TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
		PLAT NUMBER:	T80
		SHEET TITLE:	SEWER PLAN & PROFILE
		PREPARATION DATE:	FEBRUARY 14, 2020
		REVISION DATE:	AUGUST 25, 2020
		REVISION DATE:	NOVEMBER 17, 2020
		REVISION DATE:	FEBRUARY 12, 2021
		REVISION DATE:	MARCH 23, 2021

REV DATE	DESCRIPTION
1 6/04/23	REVISED PER TOWN COMMENTS
2 7/12/22	REVISED PER LOCAL GOV COMMENTS
3 8/12/22	REVISED PER LOCAL GOV COMMENTS
4 11/17/23	REVISED PER MUNICIPAL COMMENTS
5 8/01/22	REVISED PER MUNICIPAL COMMENTS
6 01/21/22	REVISED PER MUNICIPAL COMMENTS

ORIGINAL ISSUE DATE: _____

PROJECT: P-10 (11/5/15)
REVISION:
VERSION: 001
DESIGNED BY: JAE
DRAWN BY: JAE
REVIEWED BY: JAE



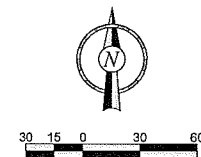
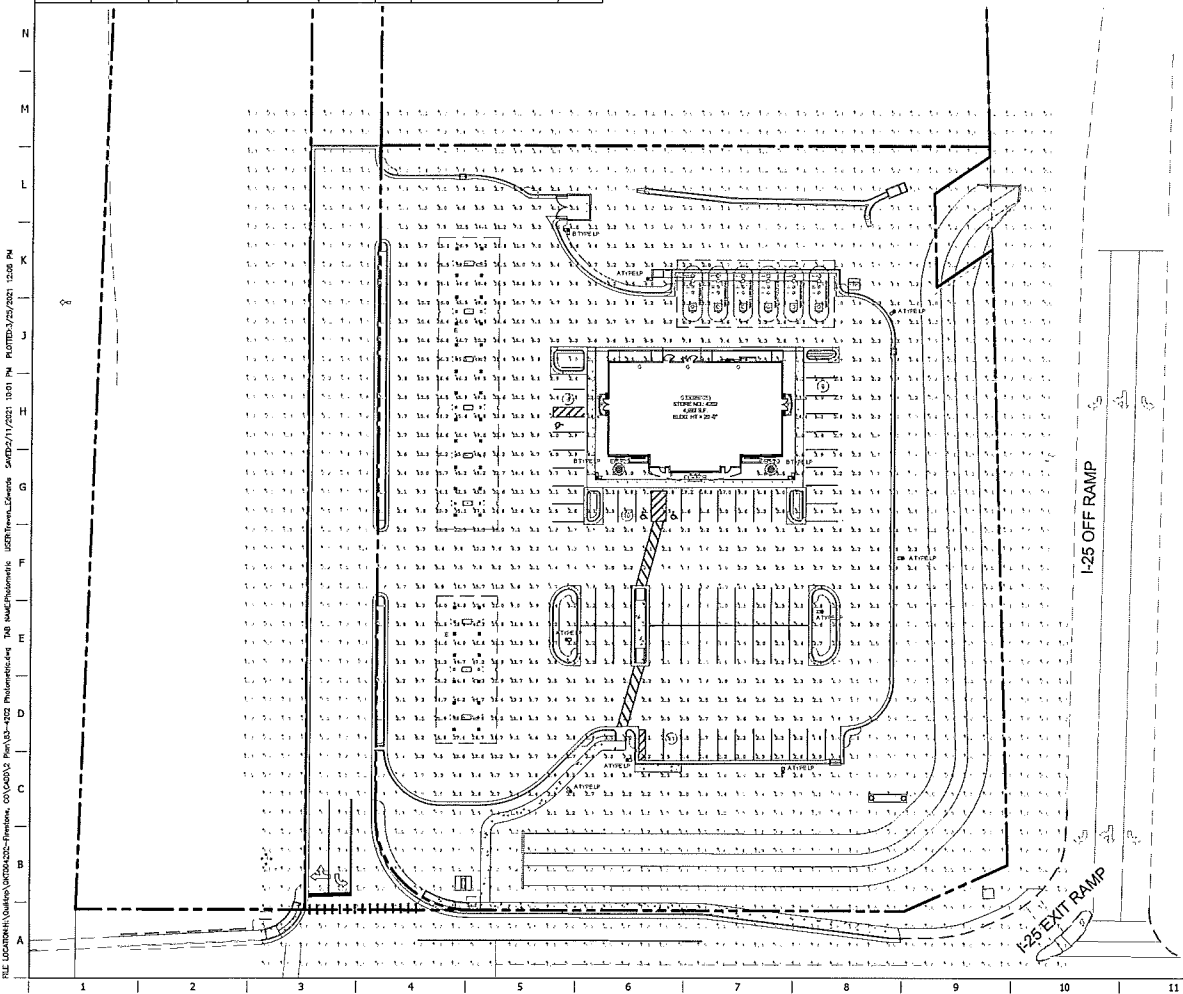
QuikTrip No. 4202
CO HIGHWAY 119 & TURNER BLVD.
FIRESTONE, CO 80504

Galloway

LUMINAIRE SCHEDULE							
SYMBOL	LABEL	QTY	ARRANGEMENT	MOUNTING HEIGHT	LUMENS PER LAMP	LLF	DESCRIPTION
	A	03	SINGLE	22'	12,591	0.90	SLM-LED-12L-SL-FT-40-70-CRI
	B	03	2 @ 90°	22'	12,591	0.90	SLM-LED-12L-SL-FT-40-70-CRI
	C	00	2 @ 180°	22'	12,591	0.90	SLM-LED-12L-SL-FT-40-70-CRI
	D	00	3 @ 90°	22'	12,591	0.90	SLM-LED-12L-SL-FT-40-70-CRI

FINAL DEVELOPMENT PLAN
QUIKTRIP STORE #4202
 TOWN OF FIRESTONE, WELD COUNTY
 STATE OF COLORADO
 SHEET 16 OF 37

LUMINAIRE SCHEDULE							
SYMBOL	LABEL	QTY	ARRANGEMENT	MOUNTING HEIGHT	LUMENS PER LAMP	LLF	DESCRIPTION
	E	38	SINGLE	15' TO 16'	12,649	0.90	CRUS-SC-LED-S5-40
	F	09	SINGLE	10' TO 12'	5,326	0.90	XSB-2-S-LED-S5-S5-40
	G	03	SINGLE	12'	6,275	0.90	XMM-3-LED-05-40



QUIKTRIP PHOTOMETRIC	
NAME OF APPLICATION:	QUIKTRIP
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	TBD
PHASE NUMBER:	
SHEET TITLE:	PHOTOMETRIC
PREPARATION DATE:	FEBRUARY 14, 2020
REVISION DATE:	AUGUST 25, 2020
REVISION DATE:	NOVEMBER 17, 2020
REVISION DATE:	FEBRUARY 12, 2021
REVISION DATE:	MARCH 25, 2021

SHEET 16 OF 37

PROJECT NO.: QCT04202

Galloway

201 E. Main Ave., Suite 100
 Firestone, CO 80439
 970.776.8800
 galloway.com

QuikTrip No. 4202
 CO HIGHWAY 119 & TURNER BLVD.
 FIRESTONE, CO 80434



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PROJECT NO.: QCT04202

REVISION:

REVISION: 001

DESIGNED BY: TFE

DRAWN BY: TFE

REVIEWED BY: JRA

REV	DATE	DESCRIPTION
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36		ISSUED FOR PERMITTING
37		ISSUED FOR PERMITTING

ORIGINAL ISSUE DATE:

SHEET TITLE:

PHOTOMETRIC

SHEET NUMBER:

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A

FINAL DEVELOPMENT PLAN
QUIKTRIP STORE #4202
 TOWN OF FIRESTONE, WELD COUNTY
 STATE OF COLORADO
 SHEET 17 OF 37

Mirada Large - MRL Outdoor LED Area Light

Features & Specifications

General Notes:

- 1. All dimensions are nominal unless otherwise specified.
- 2. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.
- 3. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.
- 4. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.

Dimensions

Lighting Diagrams

Photometric Data

Notes:

- 1. All dimensions are nominal unless otherwise specified.
- 2. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.
- 3. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.
- 4. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.

Mirada Large - MRL Outdoor LED Area Light

Performance (Cont.)

Photometric Data

Notes:

- 1. All dimensions are nominal unless otherwise specified.
- 2. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.
- 3. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.
- 4. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.

Mirada Large - MRL Outdoor LED Area Light

Performance (Cont.)

Photometric Data

Notes:

- 1. All dimensions are nominal unless otherwise specified.
- 2. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.
- 3. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.
- 4. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.

Mirada Large - MRL Outdoor LED Area Light

Performance (Cont.)

Photometric Data

Notes:

- 1. All dimensions are nominal unless otherwise specified.
- 2. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.
- 3. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.
- 4. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.

MANUFACTURER SPECIFICATION SHEET FOR OUTDOOR LED AREA LIGHT

Scottsdale Vertex™ - SCV Petroleum Canopy LED Luminaire

Features & Specifications

General Notes:

- 1. All dimensions are nominal unless otherwise specified.
- 2. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.
- 3. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.
- 4. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.

Dimensions

Lighting Diagrams

Photometric Data

Notes:

- 1. All dimensions are nominal unless otherwise specified.
- 2. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.
- 3. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.
- 4. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.

Scottsdale Vertex™ - SCV Petroleum Canopy LED Luminaire

Performance

Photometric Data

Notes:

- 1. All dimensions are nominal unless otherwise specified.
- 2. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.
- 3. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.
- 4. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.

Scottsdale Vertex™ - SCV Petroleum Canopy LED Luminaire

Performance

Photometric Data

Notes:

- 1. All dimensions are nominal unless otherwise specified.
- 2. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.
- 3. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.
- 4. All materials shall be of the highest quality and meet or exceed the requirements of the applicable standards.

MANUFACTURER SPECIFICATION SHEET FOR CANOPY LED LUMINAIRE

QUIKTRIP	
PHOTOMETRIC DETAILS	
NAME OF APPLICATION:	QUIKTRIP
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	TBD
PHASE NUMBER:	
SHEET TITLE:	PHOTOMETRIC DETAILS
PREPARATION DATE:	FEBRUARY 14, 2020
REVISION DATE:	AUGUST 25, 2020
REVISION DATE:	NOVEMBER 17, 2020
REVISION DATE:	FEBRUARY 12, 2021
REVISION DATE:	MARCH 25, 2021

SHEET 17 OF 37

PROJECT NO.: QKT040202

Galloway

100 S. Main Street, Suite 100
 Firestone, CO 80439
 (970) 524-1100
 galloway.com

QuikTrip No. 4202
 CO HIGHWAY 419 & TURNER BLVD.
 FIRESTONE, CO 80439



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PHOTOMETRIC: P-100 (LUMINUS)
 DESIGN: 001
 DESIGNED BY: TBE
 DRAWN BY: TBE
 REVIEWED BY: TBE

REV	DATE	DESCRIPTION
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2	08/25/20	ISSUED FOR PERMITTING
3	11/17/20	ISSUED FOR PERMITTING
4	02/12/21	ISSUED FOR PERMITTING
5	03/25/21	ISSUED FOR PERMITTING

ORIGINAL ISSUE DATE:

PHOTOMETRIC DETAILS

SHEET NUMBER:

C161

FINAL DEVELOPMENT PLAN
QUIKTRIP STORE #4202
 TOWN OF FIRESTONE, WELD COUNTY
 STATE OF COLORADO
 SHEET 18 OF 37

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MANUFACTURER SPECIFICATION SHEET FOR WALL SCONCE

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MANUFACTURER SPECIFICATION SHEET FOR OTDOOR LED AREA LIGHT

QUIKTRIP	
PHOTOMETRIC DETAILS	
NAME OF APPLICATION:	QUIKTRIP
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	TBD
PHASE NUMBER:	
SHEET TITLE:	PHOTOMETRIC DETAILS
PREPARATION DATE:	FEBRUARY 14, 2020
REVISION DATE:	AUGUST 25, 2020
REVISION DATE:	NOVEMBER 17, 2020
REVISION DATE:	FEBRUARY 12, 2021
REVISION DATE:	MARCH 25, 2021

SHEET 18 OF 37

PROJECT NO.: QKTD04202

Galloway

For a full-size copy, write to:
 Felt & Wilson Corp., Suite 200
 Overland Village, CO 66204
 303.776.8834
 Cofelt@fwt.com

QuikTrip No. 4202
CO HIGHWAY 119 & TURNER BLVD.
FIRESTONE, CO 80504



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PROTOTYPE: P-100 (11/31/14)
DIVISION:
VERSION: 001

DESIGNED BY: TAE
DRAWN BY: TAE
REVIEWED BY: JBS

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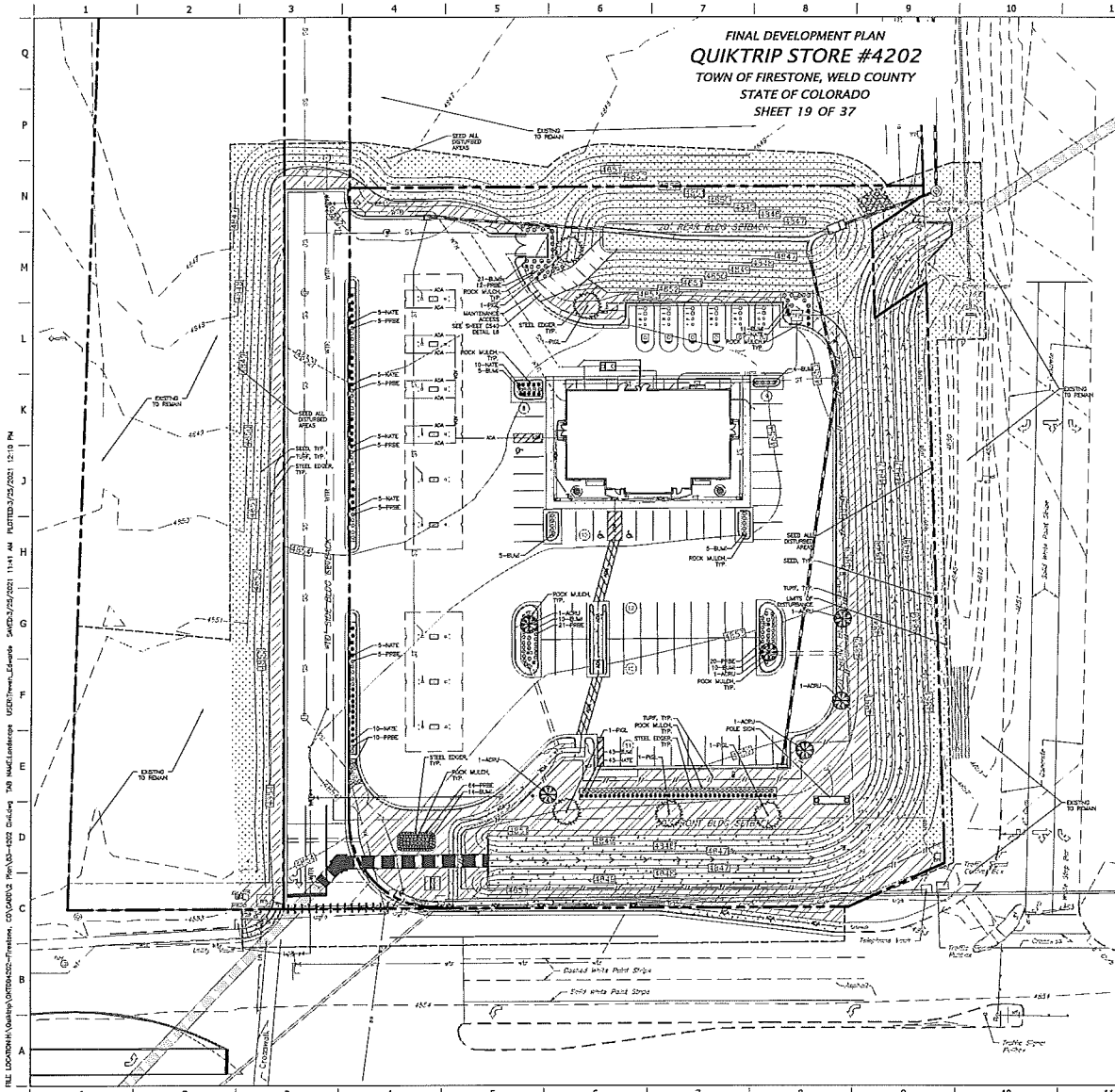
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PHOTOMETRIC DETAILS

SHEET NUMBER:

0100

C162



FINAL DEVELOPMENT PLAN
QUIKTRIP STORE #4202
TOWN OF FIRESTONE, WELD COUNTY
STATE OF COLORADO
SHEET 19 OF 37

Landscape Schedule					
USE	SYMBOL	COMMON NAME	SIZE/ HEIGHT/SPREAD	WATER USE	QUANTITIES
SHRUB	(SYM)	Botanical Name			
	(SYM)	LITTLELEAF BOYWOOD	24" X 36" HT MIN	L	118
	(SYM)	FRANKE BUTTES SAND CHERRY	18" X 72" HT MIN	VL	152
	(SYM)	FEATHER REED GRASS	60" X 24" HT MIN	L	93
	(SYM)	RED MAPLE	2" CALIBER	W	5
	(SYM)	BLACK HILLS SPRUCE	6' MAXIMUM HT.	W	5
	(SYM)	FENCE 500	10' SPACIOUS TALL	W	24,750 S.F.
	(SYM)	INDUCTIVE BLUEGRASS	(COLORADO BLUE)	W	0 S.F.
	(SYM)	LOWLAND SEED		L	35,250 S.F.
	(SYM)	BUTTER ROCK MULCH	1/4" ROCK COBBLE MULCH WITH WOOD MULCH RING AROUND ALL PLANT MATERIAL. SEE PLANTING NOTES & DETAILS	N/A	3,750 S.F.
	(SYM)	DECOMPOSED GRANITE	WITH WOOD MULCH RING AROUND ALL PLANT MATERIAL. SEE PLANTING NOTES & DETAILS	N/A	0 S.F.
	(SYM)	WOOD MULCH (DARK BROWN SHREDED HARDWOOD MULCH)		N/A	0 S.F.
	(SYM)	STEEL EDGE (BLACK STEEL EDGING SEE LANDSCAPE NOTES)		N/A	1,225 L.F.

PROJECT NO. Q10204203

Galloway

101 S. Main Ave., Suite 200
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QuikTrip No. 4202
CO HIGHWAY 119 & TURNER BLVD.
FIRESTONE, CO 80504

QT

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PROTOTYPE: P-102 (L100/L110)

DESIGNER: G11

DESIGNED BY: TE

DRAWN BY: TE

REVIEWED BY: RR

ORIGINAL ISSUE DATE:

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L100

30 15 0 30 60

QUICKTRIP
LANDSCAPE PLAN

NAME OF APPLICATION:	QUIKTRIP
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	TRD
PHASE NUMBER:	
SHEET TITLE:	LANDSCAPE PLAN
PREPARATION DATE:	FEBRUARY 14, 2020
REVISION DATE:	AUGUST 25, 2020
REVISION DATE:	NOVEMBER 17, 2020
REVISION DATE:	FEBRUARY 12, 2021
REVISION DATE:	MARCH 25, 2021

SHEET 19 OF 37

FINAL DEVELOPMENT PLAN
QUIKTRIP STORE #4202
TOWN OF FIRESTONE, WELD COUNTY
STATE OF COLORADO
SHEET 20 OF 37

LEGEND

SYMBOL	DESCRIPTION	MANUFACTURER	QUANTITIES
[C]	CONTROLLER	WEATHERMARC 515500 DUALLINE WITH BLM WEATHER STATION (PROVIDED BY CT, CONTRACTOR TO INSTALL)	1 EA.
[S]	SPRAY (SIDE STEP)	RANERD 1806-PBS	1 EA.
[O]	SPRAY	RANERD 1806-PBS w/NOV HOZZLES	1 EA.
[R]	ROTOR	RANERD 1806-PBS SERIES w/RN-1724 NOZZLES	1 EA.
[B]	ROTOR	RANERD 5000 SERIES w/HOZZLES AS LABELED ON PLAN	1 EA.
[G]	GATE VALVE	NIBCO T113-K (SIZED TO MATCH PIPE)	1 EA.
[Y]	Y-STRAINER	1" WHITE "Y" SERIES	1 EA.
[Z]	DROP CONTROL VALVE	RANERD M2-100-PBS-LCDP BY ASSEMBLY	1 EA.
[F]	REMOTE CONTROL VALVE	RANERD PBS SERIES (NOTION ZONE VALVE TO HAVE PRESSURE GAUG)	1 EA.
[A]	BACKFLOW ASSEMBLY	1" DOUBLE CHECK VALVE ASSEMBLY	1 EA.
[W]	WATER METER	1" METER	1 EA.
[H]	DRIP ARE CONNECTION	APPROXIMATE CONNECTION POINT TO DRIP AREA MANIFEST	1 EA.
[M]	MAINLINE PIPING	2" SCHEDULE 40 PVC WITH TRACER WIRE (LOOPED)	1,340 LF
[L]	SLEEVE PIPING	2" SCHEDULE 40 PVC WITH TRACER WIRE (DUB-HAY)	540 LF
[I]	LATERAL PIPING	SCHEDULE 40 PVC	
[J]	STATION NUMBER		
[K]	VALVE SIZE		
[N]	NETAWIN DRIP IRRIGATION	TECHLINE-CV-06-12	
[O]	NETAWIN DRIP TREE PIPING	TECHLINE-CV-06-12	

GENERAL NOTES

- THE IRRIGATION DESIGN IS CONCEPTUAL AND DIAGRAMATIC; THE INTENT OF THE DRAWINGS IS TO SHOW THE GENERAL LAYOUT AND LOCATION OF THE SYSTEM. EXACT LOCATIONS SHALL BE VERIFIED BY THE CONTRACTOR FOR EXISTING CONDITIONS AND OTHER OBSTRUCTIONS TO PROVIDE THE PROPER AND ANTICIPATED COVERAGE.
- FLOW RATES ARE ESTIMATED AND AS SUCH WILL VARY IF ALTERNATE NOZZLES ARE SELECTED BY THE CONTRACTOR.
- CONTRACTOR WILL ASSUME ALL RESPONSIBILITY FOR FLOW, PIPE SIZING HYDRAULIC CALCULATIONS, INSTALLATION AND MAINTENANCE.
- ASCE SHOWN DEPOT MAXIMUM RADIIUS. CONTRACTOR IS RESPONSIBLE FOR PROPER NOZZLE ADJUSTMENT SO AS NOT TO OVER SPRAY OR WATER ANY SIDEWALKS, PARKING AREAS, OR ANY OTHER NON PERVIOUS AREAS.
- TREE BRICKS ARE TO BE ON SEPARATE "TREE ZONES". WHEN POSSIBLE PIPE IS TO BE RUN IN TRENCHESS WITH OTHER PVP. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR PROPER PIPE SIZING FOR TREE ZONES.
- CONTRACTOR SHALL INSTALL ALL EQUIPMENT AS PER MANUFACTURER'S CURRENT SPECIFICATIONS AND IN ACCORDANCE WITH ALL LAWS AND CODES THAT GOVERN FIRESTONE CO.
- CONTRACTOR SHALL CAREFULLY VERIFY A MINIMUM DYNAMIC WATER PRESSURE OF 5 PSI WITH A FLOW OF 10 GPM AT THE WATER METER LOCATION PRIOR TO INSTALLATION. CONTRACTOR SHALL NOTIFY ARCHITECT IF WATER PRESSURE IS LESS THAN OR SIGNIFICANTLY HIGHER THAN NOTED.
- CONTRACTOR WILL CORRECTLY EXACT LOCATION OF WATER METER, BACK FLOW PREVENTER, CONTROLLER AND ELAVITE DEVICES WITH THE ARCHITECT AND LOCAL AUTHORITY.
- WHEN TRENCING UNDER THE DROP LINE OF EXISTING TREES EXTREME CARE MUST BE GIVEN TO AVOID ROOT DAMAGE. IF IT IS POSSIBLE AVOID TRENCING UNDER THE DROP LINE BY CROSSING ABOVE THE TREE RATHER THAN UNDER IT. IF TRENCING MUST OCCUR UNDER THE DROP LINE, USE EITHER TUNNELING OR HAND-DIGGING METHODS RATHER THAN MECHANICAL TRENCING. MONITOR THE IMPACTS OF ROOT FINDING BY AVOIDING CUTTING. DURING HOT, DRY WEATHER, TREES WILL BE WATERED BEFORE AND AFTER DIGGING AND CROWDED ROOTS WITH SOIL OR MULCH AS SOON AS POSSIBLE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE CAUSED TO ALL UTILITIES (BOTH OVERHEAD AND UNDER GROUND) DURING THE CONSTRUCTION AND/OR MAINTENANCE FROM THE ASSISTANCE AT LOCAL UTILITIES AND THE OWNER IN THE LOCATION OF THE UTILITIES PRIOR TO PERFORMING TRENCING OPERATIONS IN THE WORK AREA.
- WINTERIZATION SHALL BE DONE BY "AIR BLOW OUT" METHOD.
- ALL MAINLINE SHALL BE SCH40 PVC. ALL LATERAL PIPING SHALL BE SCH40 PVC PIPING. ALL PVP (PIPE) SHALL BE SCH40 TYPE 1 AND MUST BE PVP TYPE 1 AND MUST BE OF QUALITY MANUFACTURE. PVP JOINTS CENT AND FORMS SHALL BE AS RECOMMENDED / APPROVED BY THE MANUFACTURE OF THE PIPE.
- ALL SLEEVES WILL BE SCH40 AND MUST BE A MINIMUM OF TWO PIPE SIZES LARGER THAN THE COLLECTIVE SIZES OF ALL PIPES TO BE PLACED IN SLEEVE.

CONTRACTOR MUST VERIFY A DYNAMIC PRESSURE OF 5 PSI WITH A FLOW OF 10 GPM AT THE WATER METER. IF PRESSURE IS LOWER OR EXCESSIVELY HIGHER CONTRACTOR MUST CONTACT OWNERS REPRESENTATIVE PRIOR TO ANY CONSTRUCTION.

CO HIGHWAY 119

I-25 OFF RAMP

I-25 EXIT RAMP

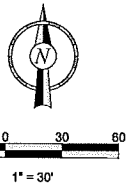
QUIKTRIP IRRIGATION PLAN

NAME OF APPLICATION:	QUIKTRIP
TYPE OF SUBMITTAL: <td>FINAL DEVELOPMENT PLAN</td>	FINAL DEVELOPMENT PLAN
FILE NUMBER: <td>TBD</td>	TBD
PHASE NUMBER: <td></td>	
SHEET TITLE: <td>IRRIGATION PLAN</td>	IRRIGATION PLAN
PREPARATION DATE: <td>FEBRUARY 14, 2020</td>	FEBRUARY 14, 2020
REVISION DATE: <td>JULY 22, 2020</td>	JULY 22, 2020
REVISION DATE: <td>AUGUST 25, 2020</td>	AUGUST 25, 2020
REVISION DATE: <td>NOVEMBER 17, 2020</td>	NOVEMBER 17, 2020
REVISION DATE: <td>FEBRUARY 12, 2021</td>	FEBRUARY 12, 2021

SHEET 20 OF 37

IRRIGATION SCHEDULE			
SYMBOL	DESCRIPTION	MANUFACTURER	QUANTITIES
	CONTROLLER	WEATHERMATIC SL1600 DUALWIRE WITH 8-WAY TRACER WIRE (ELECTRIC) BY C/L CONTRACTOR TO INSTALL	1 EA.
	SPRAY (SIDE STEP)	RANISD 1606-FRS	1 EA.
	SPRAY	RANISD 1606-FRS w/WR NOZZLES	1 EA.
	ROTOR	RANISD 1606-FRS SERIES w/RAN-1724 NOZZLES	1 EA.
	ROTOR	RANISD 5000 SERIES w/NOZZLES AS LARGED ON PLAN	1 EA.
	GATE VALVE	AKKO 1112-K (SIZED TO MATCH PPE)	1 EA.
	Y- STRAINER	1" WATTS "B" SERIES	1 EA.
	DRIP CONTROL VALVE	RANISD 162-160-PWS-40DRIP KIT ASSEMBLY	1 EA.
	REMOTE CONTROL VALVE	RANISD PWS SERIES (ROTOR ZONE VALVE TO HAVE POSITIVE BIAS)	1 EA.
	BACKFLOW ASSEMBLY	1" DOUBLE CHECK VALVE ASSEMBLY	1 EA.
	WATER METER	1" VETTER	1 EA.
	DRIP AREA CONNECTION	APPROXIMATE CONNECTION POINT TO DRIP AREA MANIFOLD	
---	MINUTE PPWG	2" SCHEDULE 40 PVC WITH TRACER WIRE (400PSI)	1.345W 5462'
---	2" SCHEDULE 40 PVC WITH TRACER WIRE (400PSI)	2" SCHEDULE 40 PVC WITH TRACER WIRE (DWB-W00)	
---	MINUTE PPWG	SCHEDULE 40 PVC	
---	LATERAL PPWG	SCHEDULE 40 PVC	
	STATION NUMBER VALVE SIZE (GAL. APPROX.)		
	HETAFUN DRIP IRRIGATION	TECHLINE-CV-06-12	
	HETAFUN DRIP TREE RISER	TECHLINE-CV-06-12	

- [illegible]



QUIKTRIP	
IRRIGATION PLAN	
NAME OF APPLICATION:	QUIKTRIP
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	TED
PHASE NUMBER:	
SHEET TITLE:	IRRIGATION PLAN
PREPARATION DATE:	FEBRUARY 14, 2020
REVISION DATE:	JULY 22, 2020
REVISION DATE:	AUGUST 25, 2020
REVISION DATE:	NOVEMBER 17, 2020
REVISION DATE:	FEBRUARY 12, 2021
SHEET 20 OF 37	

QuikTrip No. 4202
CO HIGHWAY 119 & TURNER BLVD.
FIRESTONE, CO 80504



REV	DATE	DESCRIPTION
1	6/8/2020	REVISED PER TOWN COMMENTS
2	7/27/20	REVISED PER RURAL DIST CH COMMENTS
3	8/26/20	REVISED PER RURAL DIST CH COMMENTS
4	11/17/20	REVISED PER MUNICIPAL COMMENTS
5	02/11/21	REVISED PER MUNICIPAL COMMENTS
6		
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12		

ORIGINAL ISSUE DATE:

SHEET TITLE:
IRRIGATION PLAN
SHEET NUMBER:
L110

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FINAL DEVELOPMENT PLAN
QUIKTRIP STORE #4202
TOWN OF FIRESTONE, WELD COUNTY
STATE OF COLORADO
SHEET 21 OF 37

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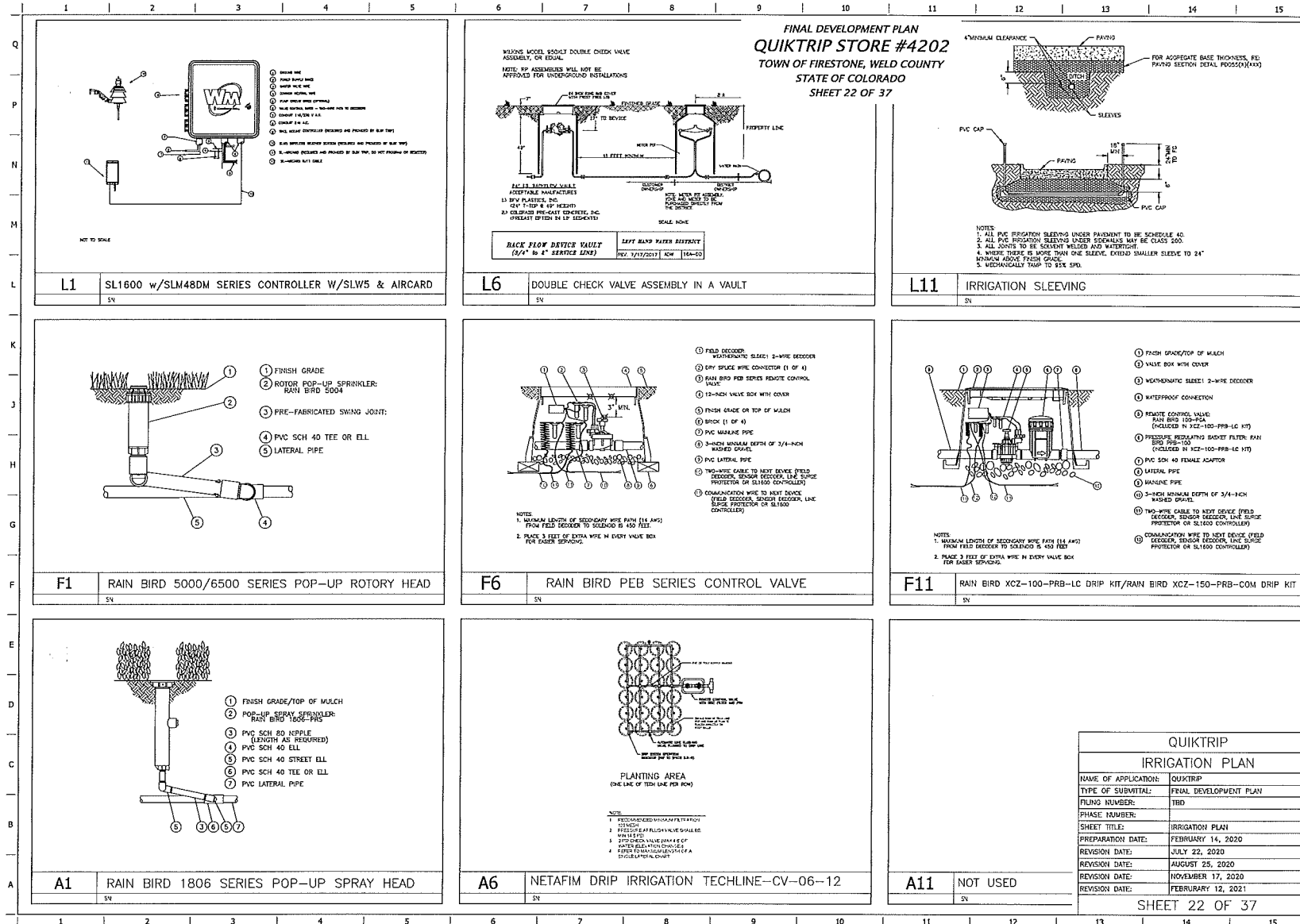
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SHEET TITLE:
LANDSCAPE DETAILS
SHEET NUMBER:
L500

QUIKTRIP	
LANDSCAPE DETAILS	
NAME OF APPLICATION:	QUIKTRIP
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	TBD
PHASE NUMBER:	
SHEET TITLE:	LANDSCAPE DETAILS
PREPARATION DATE:	FEBRUARY 14, 2020
REVISION DATE:	AUGUST 25, 2020
REVISION DATE:	NOVEMBER 17, 2020
REVISION DATE:	FEBRUARY 12, 2021
REVISION DATE:	MARCH 25, 2021
SHEET 21 OF 37	



PROJECT NO.: Q7004102

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QuikTrip No. 4202

CO HIGHWAY 119 & TURNER BLVD.
FIRESTONE, CO 80504



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OR BY ANY INFORMATION STORAGE AND
RETRIEVAL SYSTEM.

PROTOTYPING: P-100 (1/1/2018)
DESIGN: JLL
DESIGNED BY: JTB
DRAWN BY: JTB
REVIEWED BY: JTB

DATE	DESCRIPTION
1/1/2018	ISSUED FOR TOWN COMMENTS
1/1/2018	ISSUED FOR TOWN COMMENTS
1/1/2018	ISSUED FOR TOWN COMMENTS
1/1/2018	ISSUED FOR TOWN COMMENTS
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1/1/2018	ISSUED FOR TOWN COMMENTS

ORIGINAL ISSUE DATE:

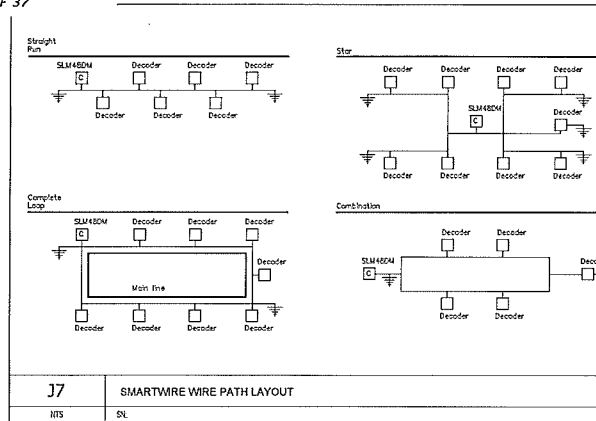
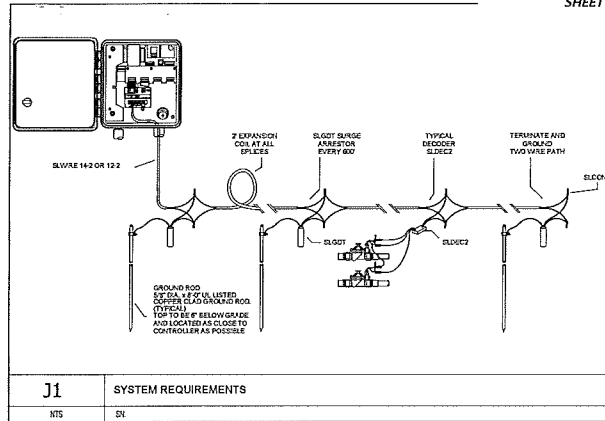
QUIKTRIP IRRIGATION PLAN	
NAME OF APPLICATION:	QUIKTRIP
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
PLANS NUMBER:	TBD
PHASE NUMBER:	
SHEET TITLE:	IRRIGATION PLAN
PREPARATION DATE:	FEBRUARY 14, 2020
REVISION DATE:	JULY 22, 2020
REVISION DATE:	AUGUST 25, 2020
REVISION DATE:	NOVEMBER 17, 2020
REVISION DATE:	FEBRUARY 12, 2021

SHEET 22 OF 37

L510

Two-wire Irrigation details:

FINAL DEVELOPMENT PLAN QUIKTRIP STORE #4202 TOWN OF FIRESTONE, WELD COUNTY STATE OF COLORADO SHEET 23 OF 37



Two-wire notes:

- Specific wire polarity is required. Maintain red and black wire polarity throughout installation.
- Maintain independent wire path for each controller. No splicing or joining wire paths for multiple controllers.
- Up to three independent wire paths may be run for each SLH450W.
- Maximum distance from SLDEC decoders to remote control valve not to exceed 100' (30.5m).
- Each 2-wire run may be laid out in straight run, complete loop, star, or combination layouts as shown in details. Always terminate and ground each leg of the wire path using manufacturer's recommended grounding methods.
- Use a continuous loop wire path whenever possible to provide the best communication and power paths for the system. Looping provides a redundant path for the power and signal allowing the system to continue operation in the event the wire path is cut.
- Mark each zone number on the SLDEC decoder. For multi-valve decoders record the zone in order of wire color code: orange, yellow, green, and blue.
- Mark all zone numbers and decoder locations on the as-built plan for final submittal.
- Secure all Red and Black 2-wire connections using any manufacturer's supplied SLOOT aluminum connectors and grease filled waterproof connectors.
- All remote control valve wire splices shall be secured using an encapsulated, gel-filled waterproof wire connector suitable for direct burial and installed according to manufacturer's specifications.
- Use SmartWire SLHWE cable supplied by Weathermatic; supplier division of Telco Industries to comply with the following specifications:
 - Conductors must be soft drawn, annealed, solid copper conforming to ASTM B3.
 - Conductor insulation must be 4/64-inch thick polyvinyl chloride (PVC) conforming to UL #93.
 - The two insulated conductors laid in parallel and enclosed in a single outer jacket of 3/64-inch thick, high-density, sunlight resistant polyethylene conforming to ASTM B-41-402 and UL33A WCS, having a minimum wall thickness of .045-inch.
 - The two conductors must be color-coded: normally one conductor red and the other black. Both conductors shall be the same size.
 - The following brands meet the above specifications for direct burial cable: Weathermatic SLHWE2, Weathermatic SLHWE14.
- Wire sizing and maximum distance shall not exceed manufacturer's recommendations to avoid voltage loss and ensure proper operation of the system.
- All 2-wire paths under hardscape surfaces shall be sleeved and include no splices of the 2-wire path within 5' of sleeves. Secure a 2' (0.6m) expansion loop in the two-wire path at each change of direction and entry and exit of sleeve locations during wire installation. Release the expansion loops prior to direct burial.
- Install one SLOOT surge protector at the following locations along the 2-wire path: within 25' (7.5m) of each controller, the furthest distance on the 2-wire path from the controller, every 300' along the wire path, at any independent branch termination greater than 50' (15m) from the main 2-wire path.
- Connect each SLOOT to an 8" copper clad UL approved grounding rod or other approved grounding method to obtain 12 ohms or less resistance. Use GARDIED TM permanent weld, low-resistance connection to ensure best grounding performance. Consult ASIS specification 100-2002 for additional grounding specifications for appropriate for local soil conditions.
- Use care in stripping all wire connections to avoid damage to the 2-wire shield and red and black wire path. Remove and discard any damaged 2-wire sections and repair using two SLOOT splice kits.
- Use expansion coils on the red and black wires at each decoder installation. No expansion coils are necessary for the SLOOT.
- Adhere to all local and national building and electrical codes.

See notes below

QUICKTRIP	
IRRIGATION PLAN	
NAME OF APPLICATION:	QUICKTRIP
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILE NUMBER:	TBD
PHASE NUMBER:	
SHEET TITLE:	IRRIGATION PLAN
PREPARATION DATE:	FEBRUARY 14, 2020
REVISION DATE:	JULY 22, 2020
REVISION DATE:	AUGUST 25, 2020
REVISION DATE:	NOVEMBER 17, 2020
REVISION DATE:	FEBRUARY 12, 2021
SHEET 23 OF 37	

Straight line configuration, i.e. wire distance to furthest decoder, no loop:

Wire Size (Gauge)	#18	#16	#14	#12
Wire Length (ft)	1,000	2,000	4,000	6,000
Wire Length (m)	300	600	1,200	1,800

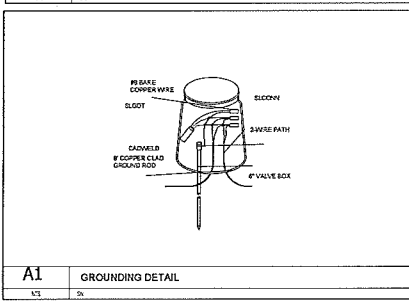
Loop Configuration, i.e. wire distance to the furthest decoder in the loop:

Wire Size (Gauge)	#18	#16	#14	#12
Wire Length (ft)	2,000	4,000	10,000	10,000
Wire Length (m)	600	1,200	3,000	3,000

Maximum total wire path length is 10,000 ft. (3,000 m).

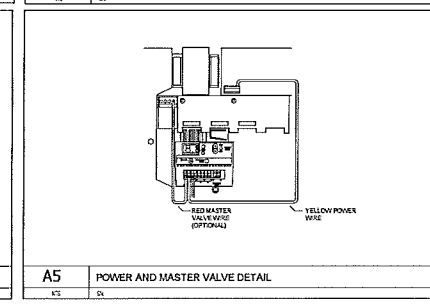
E1 WIRE SIZING

NTS DN



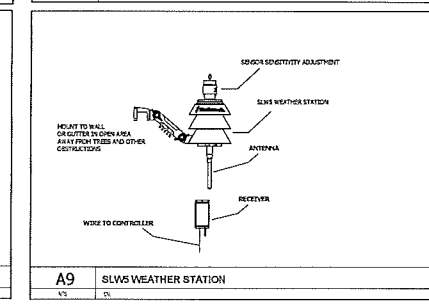
E5 SLOOT SCHEMATIC

NTS DN



E9 DECODER SCHEMATIC

NTS DN



PROJECT NO: QCT040203

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QuikTrip No. 4202
CO HIGHWAY 119 & TURNER BLVD.
FIRESTONE, CO 80424

QT

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800.444.4444
800.444.4444
800.444.4444

PROTOTYPE: P-150 (L511)

REVISION:

VERSION: 001

DESIGNED BY: TIE

DRAWN BY: TIE

REVIEWED BY: JKA

DATE: 02/14/2020

DATE: 07/22/2020

DATE: 08/25/2020

DATE: 11/17/2020

DATE: 02/12/2021

DATE: 02/12/2021

DATE: 02/12/2021

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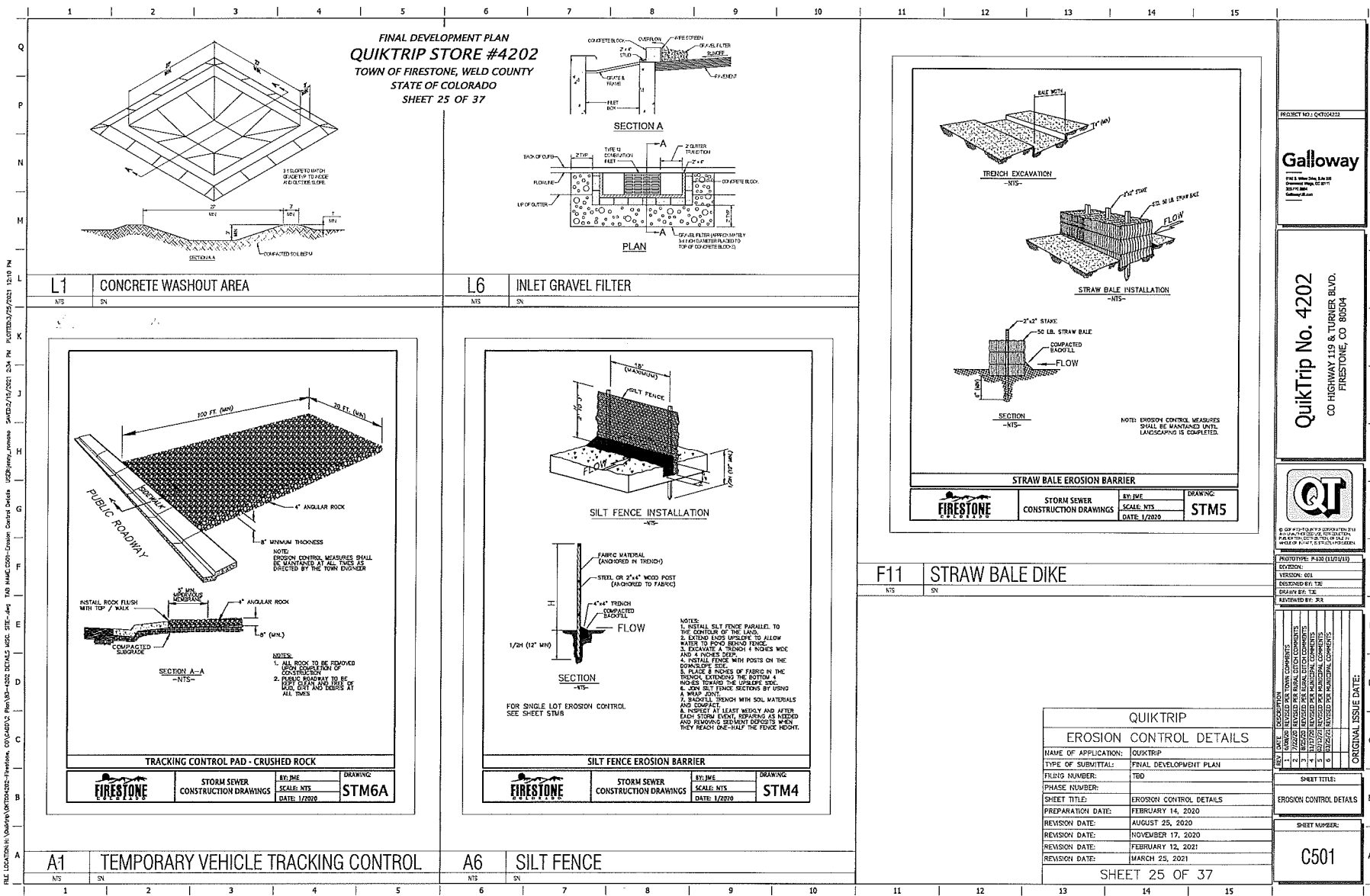
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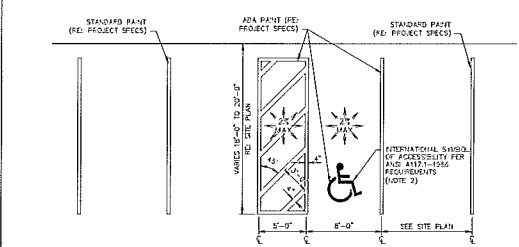
DATE: 02/12/2021

DATE: 02/12/2021

DATE: 02/12/2021



1. RE. SITE PLAN FOR LOCATION OF ADA PARKING SPACES AND ACCESSIBLE IN RELATIONSHIP TO THE EOOD LOCATION (THIS DETAIL IS FOR STRIPING LAYOUT ONLY) 2. PARKING STRIPES AND THE ADA INTERNATIONAL HANDICAP SYMBOL ARE TO BE PAINTED PER THE MANUFACTURER'S RECOMMENDATIONS (PER PROJECT SPECS) Diagram showing a double stall ADA parking space. The stalls are 8'-0" wide and 12'-0" deep. The space is marked with a 20' x 20' grid. The ADA International Symbol of Accessibility is shown in the center of each stall. The diagram is labeled with dimensions and paint specifications: STANDARD PAINT (PER PROJECT SPECS), ADA PAINT (PER PROJECT SPECS), and STANDARD PAINT (PER PROJECT SPECS). The diagram is also labeled with the text: INTERNATIONAL SYMBOL OF ACCESSIBILITY PER ANSI A117.1-1986 REQUIREMENTS (NOTE 2).	1. RE. SITE PLAN FOR LOCATION OF ADA PARKING SPACES AND ACCESSIBLE IN RELATIONSHIP TO THE EOOD LOCATION (THIS DETAIL IS FOR STRIPING LAYOUT ONLY) 2. PARKING STRIPES AND THE ADA INTERNATIONAL HANDICAP SYMBOL ARE TO BE PAINTED PER THE MANUFACTURER'S RECOMMENDATIONS (PER PROJECT SPECS) Diagram showing a single stall ADA parking space. The stall is 8'-0" wide and 12'-0" deep. The space is marked with a 20' x 20' grid. The ADA International Symbol of Accessibility is shown in the center of the stall. The diagram is labeled with dimensions and paint specifications: STANDARD PAINT (PER PROJECT SPECS), ADA PAINT (PER PROJECT SPECS), and STANDARD PAINT (PER PROJECT SPECS). The diagram is also labeled with the text: INTERNATIONAL SYMBOL OF ACCESSIBILITY PER ANSI A117.1-1986 REQUIREMENTS (NOTE 2).	FINAL DEVELOPMENT PLAN QUIKTRIP STORE #4202 TOWN OF FIRESTONE, WELD COUNTY STATE OF COLORADO SHEET 26 OF 37	1. RE. SITE PLAN FOR DETERMINING LOCATION 2. ADA SIGNAGE IS TO BE FASTENED TO FRAME USING POP PIVOTS Diagrams showing the rear, side, and front elevations of an ADA sign in bollard. The rear elevation shows a 1/2" x 1/2" flat steel plate (TYP) with a 3" R. The side elevation shows a 1/2" x 1/2" flat steel plate (TYP) with a 3" R. The front elevation shows a 1/2" x 1/2" flat steel plate (TYP) with a 3" R. The diagrams are labeled with dimensions and paint specifications: STANDARD PAINT (PER PROJECT SPECS), ADA PAINT (PER PROJECT SPECS), and STANDARD PAINT (PER PROJECT SPECS). The diagrams are also labeled with the text: INTERNATIONAL SYMBOL OF ACCESSIBILITY PER ANSI A117.1-1986 REQUIREMENTS (NOTE 2).	PROJECT NO. Q170432 Galloway 9201 W. 4th Ave., Suite 200 Denver, CO 80202 303.733.0000 Galloway.com Supplied by QUIKTRIP
K1 DOUBLE STALL ADA PARKING STRIPING DETAIL N7S SN A0001028	K6 SINGLE STALL ADA PARKING STRIPING DETAIL N7S SN A0001028	K11 ADA SIGN IN BOLLARD N7S SN A0001029	K11 ADA SIGN IN BOLLARD N7S SN A0001029	Sheet No. 4202 BY 119 & TURNER BLVD. STONE, CO 80504



K11	ADA SIGN IN BOLLARD
NYS	SN A00000009

PARALLEL RAMP
 (A) PARALLEL RAMP
 (B) PARALLEL RAMP
 (C-C)
 (D) PARALLEL RAMP NOTES
 (E) PARALLEL RAMP
 (F) SIDEWALK TO SHOULDER TRANSITION

PARALLEL RAMP NOTES

1. RAMP SLOPE SHALL BE 2% TO 4% FOR THE ENTIRE RAMP LENGTH. THE RAMP SLOPE SHALL BE 2% TO 4% FOR THE ENTIRE RAMP LENGTH.
2. RAMP SLOPE SHALL BE 2% TO 4% FOR THE ENTIRE RAMP LENGTH. THE RAMP SLOPE SHALL BE 2% TO 4% FOR THE ENTIRE RAMP LENGTH.
3. RAMP SLOPE SHALL BE 2% TO 4% FOR THE ENTIRE RAMP LENGTH. THE RAMP SLOPE SHALL BE 2% TO 4% FOR THE ENTIRE RAMP LENGTH.
4. RAMP SLOPE SHALL BE 2% TO 4% FOR THE ENTIRE RAMP LENGTH. THE RAMP SLOPE SHALL BE 2% TO 4% FOR THE ENTIRE RAMP LENGTH.
5. RAMP SLOPE SHALL BE 2% TO 4% FOR THE ENTIRE RAMP LENGTH. THE RAMP SLOPE SHALL BE 2% TO 4% FOR THE ENTIRE RAMP LENGTH.
6. RAMP SLOPE SHALL BE 2% TO 4% FOR THE ENTIRE RAMP LENGTH. THE RAMP SLOPE SHALL BE 2% TO 4% FOR THE ENTIRE RAMP LENGTH.

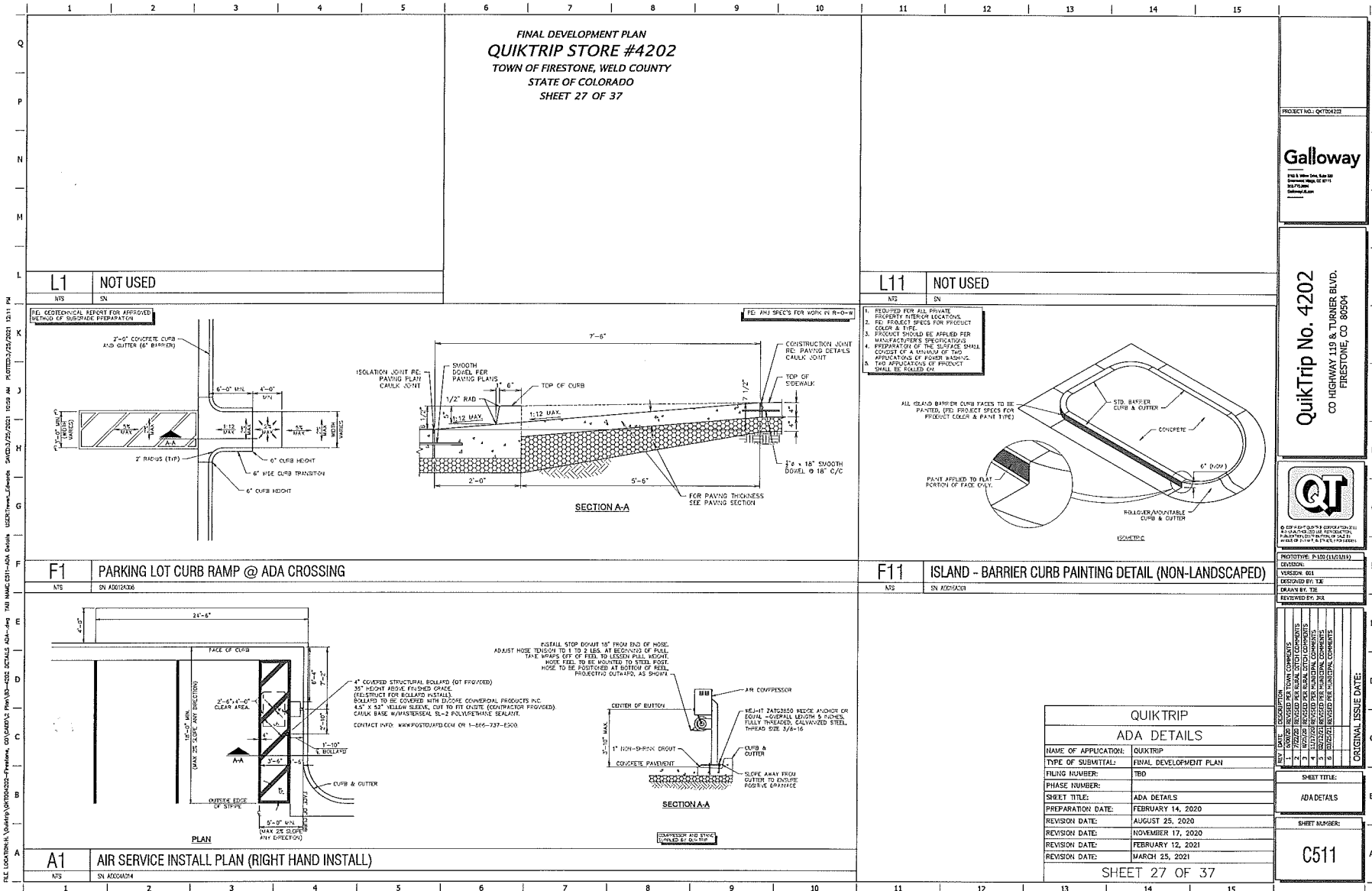
QUICKTRIP	DESCRIPTION	REVISED PER MONTH	REVISED PER MONTH	REVISED PER MONTH	REVISED PER MONTH	REVISED PER MONTH	ISSUE DATE

1941 DECEMBER

ATION:	QUAKTRUP
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[illegible]

SHEET 26 OF 37

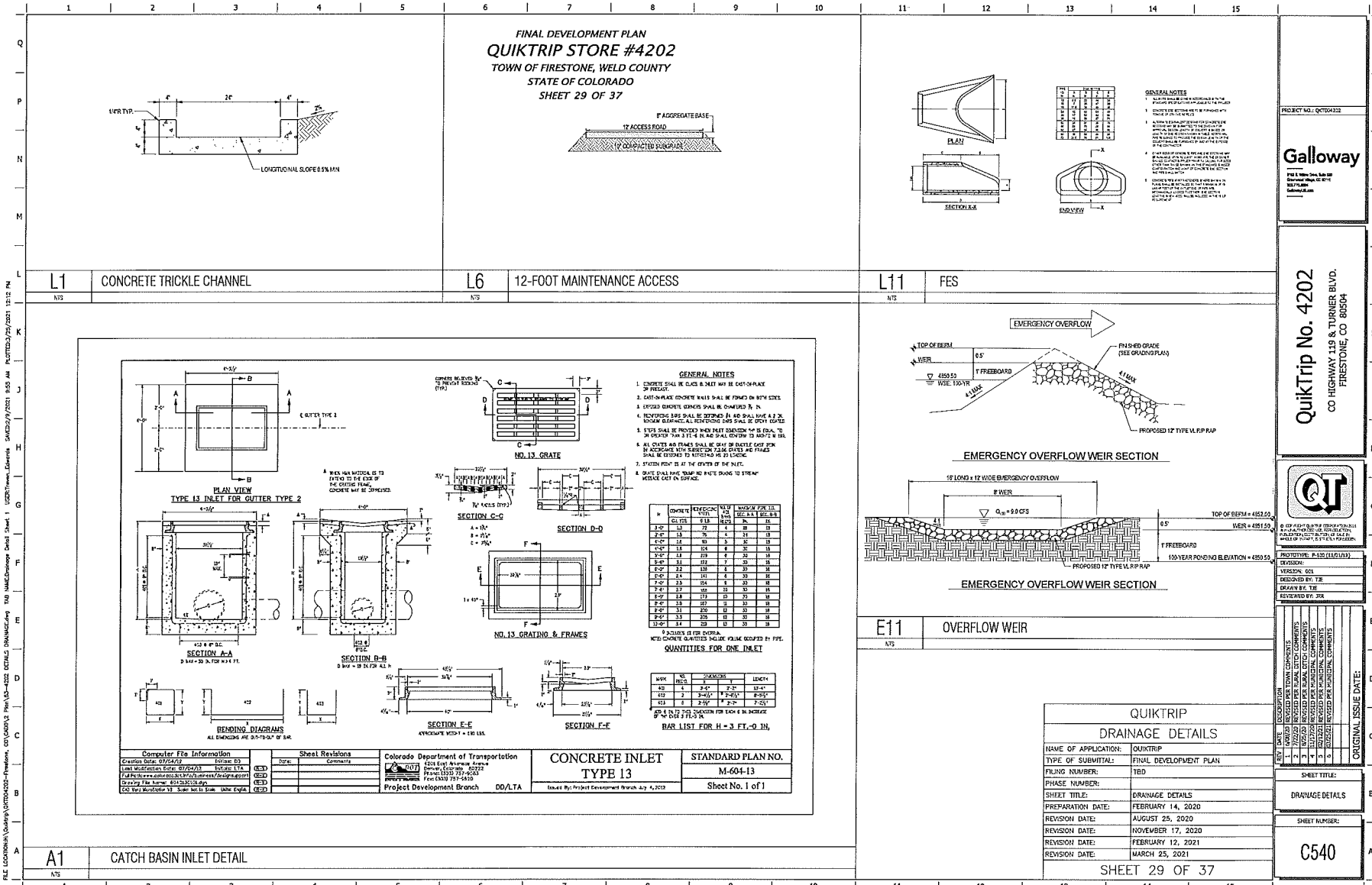




QUIKTRIP	
PAVING DETAILS	
NAME OF APPLICATION:	QUIKTRIP
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
ROLLING NUMBER:	TBD
PHASE NUMBER:	
SHEET TITLE:	PAVING DETAILS
PREPARATION DATE:	FEBRUARY 14, 2020
REVISION DATE:	AUGUST 25, 2020
REVISION DATE:	NOVEMBER 17, 2020
REVISION DATE:	FEBRUARY 12, 2021
REVISION DATE:	MARCH 25, 2021
SHEET 28 OF 37	

C520

D
—
C



PROJECT NO. QNT04202

Galloway

101 E. W. Ave. Suite 100
Firestone, CO 80424
303.661.1111
galloway.com

QuikTrip No. 4202
CO HIGHWAY 119 & TURNER BLVD.
FIRESTONE, CO 80424



PROTOTYPE: P-150 (16'x13')
DESIGNED BY: JTB
DRAWN BY: JTB
REVIEWED BY: JTB

REV	DATE	DESCRIPTION
1	02/14/20	ISSUED FOR PERMIT COMMENTS
2	02/14/20	ISSUED FOR PERMIT COMMENTS
3	02/14/20	ISSUED FOR PERMIT COMMENTS
4	02/14/20	ISSUED FOR PERMIT COMMENTS
5	02/14/20	ISSUED FOR PERMIT COMMENTS

SHEET TITLE:

DRAINAGE DETAILS

SHEET NUMBER:

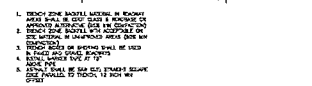
C540

QUIKTRIP DRAINAGE DETAILS	
NAME OF APPLICATION:	QUIKTRIP
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILE NUMBER:	TBD
PHASE NUMBER:	
SHEET TITLE:	DRAINAGE DETAILS
PREPARATION DATE:	FEBRUARY 14, 2020
REVISION DATE:	AUGUST 25, 2020
REVISION DATE:	NOVEMBER 17, 2020
REVISION DATE:	FEBRUARY 12, 2021
REVISION DATE:	MARCH 25, 2021
SHEET 29 OF 37	

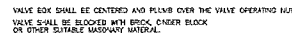
FILE LOCATION: \\qlwarp\GK7004202-Firestone, CO\CAOP\2_Plan\B3-4202 DETAILS DRAINAGE.dwg TAO NAME: Drainage Detail Sheet 2 USER: Treven_Idsards SWATCH: 3/23/2021 9:55 AM PLOTTED: 3/23/2021 12:12 PM

[illegible]

C541



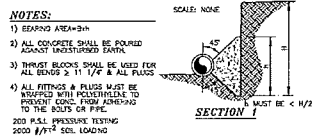
	TYPICAL WATER TRENCH DETAIL
--	-----------------------------



H6	VALVE BOX DETAIL
----	------------------

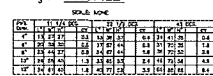


H11	WATER LOWERING DETAIL
MIS	



A1	HORIZONTAL THRUST BLOCK DETAIL
----	--------------------------------

A5	FIRE HYDRANT DETAIL
----	---------------------



A9	VERTICAL THRUST RESTRAINT DETAIL
----	----------------------------------

SHEET 31 OF 37

ERIC S. WILLIAMS (Jury, Santa Rosa
Government Village, CA 95401)
503.775.2884
Columbus, GA area

QuikTrip No. 4202
CO HIGHWAY 119 & TURNER BLVD.
FIDESTONE CO 80504



PROTOTYPE: P-100 (11/01/19)
DIVISION:
VERSION: 001
DESIGNED BY: TE
DRAWN BY: TJC
REVIEWED BY: ER

DATE: _____

PER TOWN COMMENTS _____

PER RURAL DITCH COMMENTS _____

PER RURAL COMMENTS _____

PER MUNICIPAL COMMENTS _____

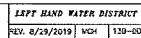
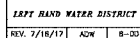
PER MUNICIPAL COMMENTS _____

SHEET TITLE:

WATER DETAILS

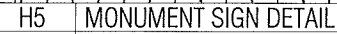
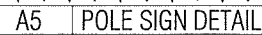
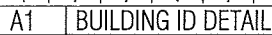
SHEET NUMBER:

C580



C581

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QUIKTRIP
SIGNAGE DETAILS

SHEET 34 OF 37

FILE LOCATION: H:\Output\ORT004-202-Fresno, CO\CADD\2 Plan\03-4202 DETAILS SIGNAGE.dwg TAB NAME: CS01-Building Rendering USER: Trowett_Edwards SAVED: 3/25/2021 11:22 AM PLOTTED: 3/25/2021 12:13 PM



Allen Industries
A Corporate Identity Program
Corporate Signage Division
5411 East Poplar Road, Greensboro, NC 27409
Phone 800-967-7963 Fax 336-456-2435
Because Image Is Everything™

NFS

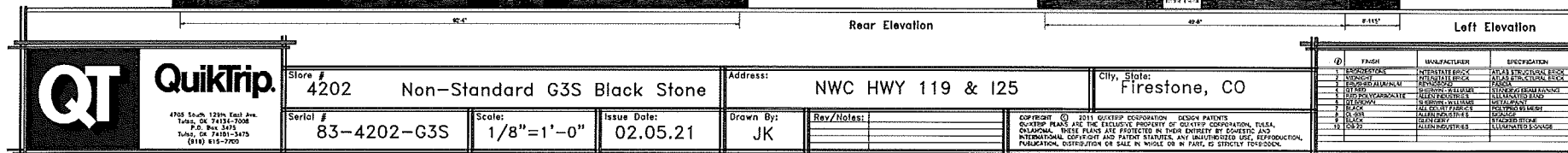
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SN

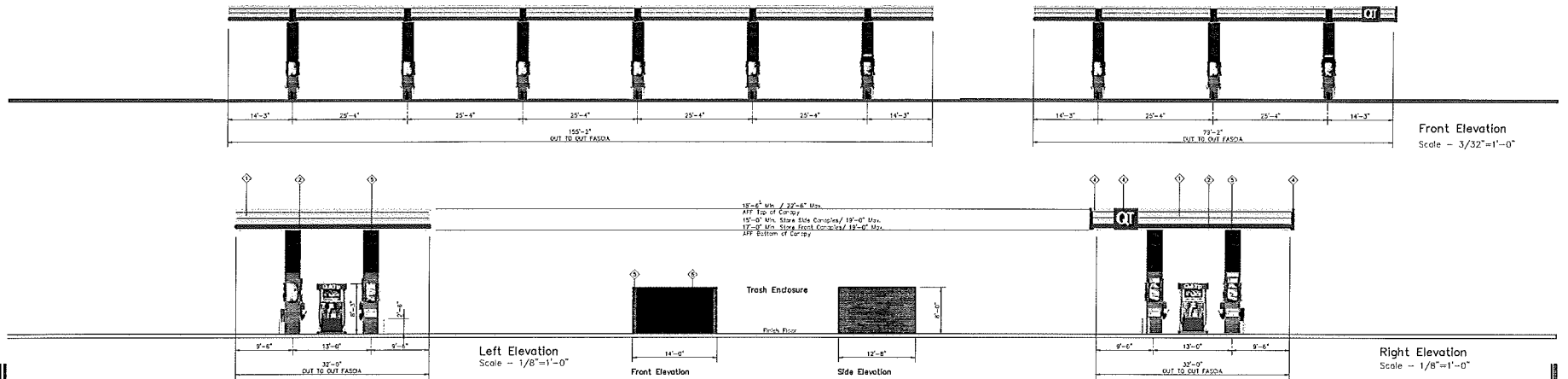
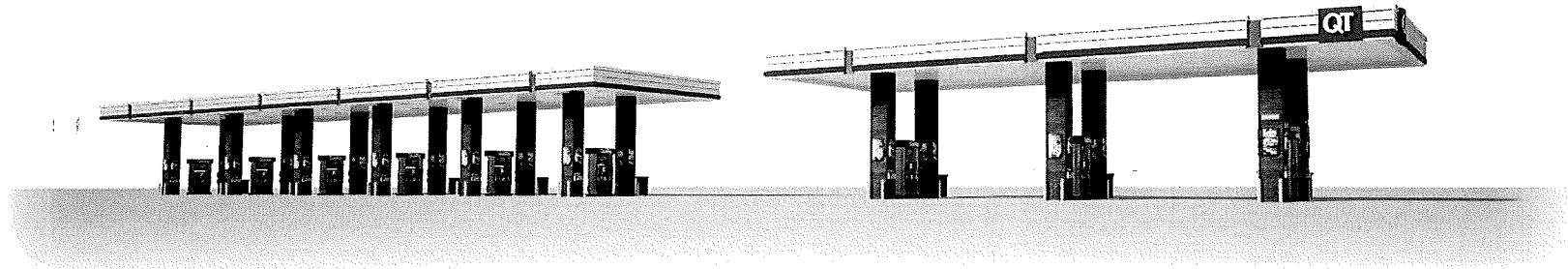
TOWN OF FIRESTONE, WELD COUNTY
STATE OF COLORADO
SHEET 36 OF 37

An architectural rendering of a QuikTrip convenience store. The building is a single-story structure with a modern design, featuring a combination of dark brick and stone-textured walls. Large windows are prominent, and the 'QuikTrip' logo is displayed in white on a dark background above the entrance. To the left, a smaller 'QT' logo is visible. The entrance area has a curved awning. In the foreground, there is an outdoor seating area with tables and chairs, and a dark-colored car is parked on the right. The sky is overcast with clouds.

SHEET 36 OF 37



FINAL DEVELOPMENT PLAN
QUIKTRIP STORE
#4202
TOWN OF FIRESTONE, WELD COUNTY
STATE OF COLORADO
SHEET 37 OF 37



QT	QuikTrip. 4705 South 12th East Ave. Tulsa, OK 74134-7005 P.O. Box 3475 Tulsa, OK 74101-3475 (918) 615-7700	Store #	4202		Vertical 10 Canopy Elevations		Address:	NWC HWY 119 & I25		City, State:	Firestone, CO		<table><tr><th>Q</th><th>FINISH</th><th>MANUFACTURER</th><th>SPECIFICATION</th></tr><tr><td>1</td><td>PAINT</td><td>QUICKTRIP</td><td>QUICKTRIP</td></tr><tr><td>2</td><td>PAINT</td><td>QUICKTRIP</td><td>QUICKTRIP</td></tr><tr><td>3</td><td>PAINT</td><td>QUICKTRIP</td><td>QUICKTRIP</td></tr><tr><td>4</td><td>PAINT</td><td>QUICKTRIP</td><td>QUICKTRIP</td></tr><tr><td>5</td><td>PAINT</td><td>QUICKTRIP</td><td>QUICKTRIP</td></tr><tr><td>6</td><td>PAINT</td><td>QUICKTRIP</td><td>QUICKTRIP</td></tr></table>	Q	FINISH	MANUFACTURER	SPECIFICATION	1	PAINT	QUICKTRIP	QUICKTRIP	2	PAINT	QUICKTRIP	QUICKTRIP	3	PAINT	QUICKTRIP	QUICKTRIP	4	PAINT	QUICKTRIP	QUICKTRIP	5	PAINT	QUICKTRIP	QUICKTRIP	6	PAINT	QUICKTRIP	QUICKTRIP
		Q	FINISH	MANUFACTURER	SPECIFICATION																																				
		1	PAINT	QUICKTRIP	QUICKTRIP																																				
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5	PAINT	QUICKTRIP	QUICKTRIP																																						
6	PAINT	QUICKTRIP	QUICKTRIP																																						
Serial #	83-4202-GV09		Scale:	AS NOTED		Issue Date:	03.11.21		Drawn By:	JK																															
Copyright © 2011 QuikTrip Corporation. Design Patents. QuikTrip Plans are the exclusive property of QuikTrip Corporation, Tulsa, Oklahoma. These plans are protected in their entirety by domestic and international copyright and patent statutes. Any unauthorized use, reproduction, publication, distribution or sale in whole or in part, is strictly forbidden.																																									

FINAL PLAT
TURNER COMMONS
FILING NO.1

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

LINE TABLE		
LINE TAG #	BEARING	LENGTH (FT)
L1	S76°16'14"E	8.65
L2	N30°26'34"E	8.54

CURVE TABLE				
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING
C1	90°00'47"	78.55	50.00	S45°10'27"E
C2	19°06'59"	6.01	18.00	N18°30'27"E
C3	32°26'26"	24.52	43.30	S73°53'57"E
C4	6°56'04"	6.90	57.00	S86°33'54"E

NORTHWEST CORNER
REC. 3361152
FOUND #4 REBAR
WITH PLASTIC CAP
STAMPED "PLS 12697"

REC. 3898208
OWNER: STENER LLC.

LEGEND

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND PROPERTY MONUMENT AS DESCRIBED
- FOUND #5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "PLS 14108"
- FOUND PK NAIL WITH 1-1/2" ALUMINUM DISC STAMPED "PLS 38069"
- FOUND 3" ALUMINUM CAP STAMPED "PLS 18482"
- FOUND #4 REBAR WITH PLASTIC CAP STAMPED "PLS 18982"
- FOUND #4 REBAR WITH PLASTIC CAP STAMPED "PLS 12697"
- FOUND #4 REBAR WITH ILLEGIBLE PLASTIC CAP
- FOUND #4 REBAR NO IDENTIFICATION
- FOUND #5 REBAR NO IDENTIFICATION

SET #5 REBAR 24" LONG WITH 1-1/4"
PLASTIC CAP STAMPED "PLS 38069"
UNLESS OTHERWISE DESCRIBED

REC. 3361152
OWNER: KARMA, LLC.

INGRESS & EGRESS EASEMENT
REC. 1912310

INGRESS & EGRESS EASEMENT
REC. 01940086

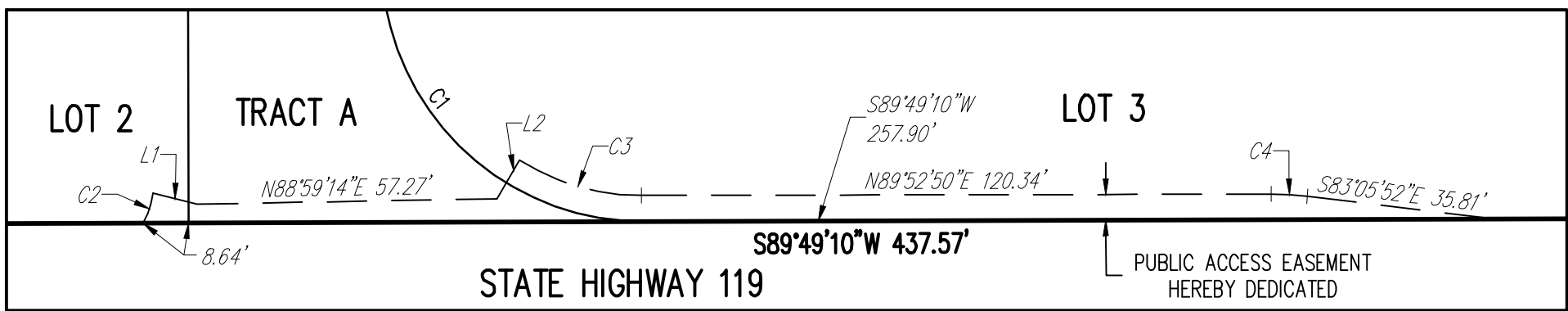
INGRESS / EGRESS
EASEMENT
REC. 1912310

FOUND NAIL WITH
ILLEGIBLE BRASS DISC
NOT ACCEPTED

SOUTHWEST CORNER
REC. 3361152
FOUND #5 REBAR
WITH PLASTIC CAP
STAMPED "PLS 20876"

EAST 1/16 CORNER
T2N R68W
SEC. 3
SEC. 10
FOUND 3-1/4" ALUMINUM CAP
STAMPED "PLS 34977"

DETAIL
1" = 30'



1/4 CORNER
T2N R68W
SEC. 3 | SEC. 2
FOUND 3-1/4" ALUMINUM CAP
ILLEGIBLE

CERTIFICATE OF DEDICATION, OWNERSHIP AND MAINTENANCE:

KNOW ALL MEN BY THOSE PRESENTS THAT QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION BEING THE OWNER(S), OF CERTAIN LANDS SHOWN ON THIS PLAT AND DESCRIBED AS FOLLOWS:

ALL OF LOT 1, RECORDED EXEMPTION NO. 1313-3-4-RE 626, RECORDED SEPTEMBER 12, 1983 UNDER RECEPTION NO. 01940086, BEING A PART OF THE SE 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., EXCEPTING THEREFROM THAT PARCEL CONVEYED IN SPECIAL WARRANTY DEED RECORDED JUNE 9, 1997 UNDER RECEPTION NO. 2552005, COUNTY OF WELD, STATE OF COLORADO.

TOGETHER WITH:

LOT 2, AMENDED RECORDED EXEMPTION NO. 1313-03-4-AMRE-626, RECORDED DECEMBER 17, 2009 UNDER RECEPTION NO. 3665637, BEING A PART OF THE SE 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

TOGETHER WITH:

SE-1156 LOT, SUBDIVISION EXCEPTION NO. SE-1156, RECORDED DECEMBER 17, 2009 UNDER RECEPTION NO. 3665635, BEING A PART OF THE SE 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., EXCEPTING THEREFROM THAT PARCELS CONVEYED IN DEEDS RECORDED JULY 1, 1988 UNDER RECEPTION NO. 02146713 AND JUNE 9, 1997 UNDER RECEPTION NO. 2552005, AND FURTHER EXCEPTING PARCEL NUMBER 14, SET FORTH ON PAGE 3 OF RULE AND ORDER RECORDED DECEMBER 3, 1998 UNDER RECEPTION NO. 2657786, COUNTY OF WELD, STATE OF COLORADO.

TOTAL AREA OF ALL PARCELS: 6.27 ACRES, MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF TURNER COMMONS 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 USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN, AND DO HEREBY GRANT TO THE RURAL DITCH COMPANY THE 50' RURAL DITCH EASEMENT SHOWN HEREON.

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

OWNER:

QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION

BY: _____ AS _____ OF
QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION

STATE OF _____ }
COUNTY OF _____ } SS.

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME

THIS _____ DAY OF _____, 20____.

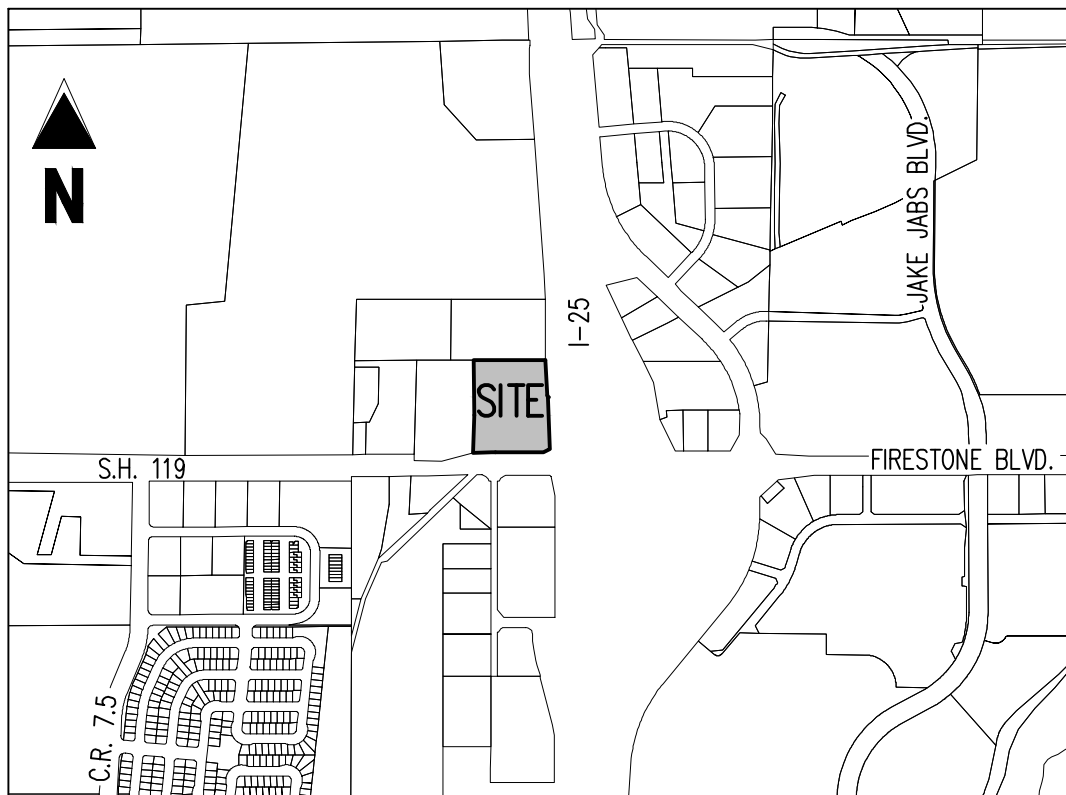
MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC

BASIS OF BEARING

ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND IS CONSIDERED TO BEAR S 89°47'08" W, MONUMENTED AS SHOWN.



VICINITY MAP

1" = 1200'

NOTES:

- THIS MAP WAS PREPARED FOR A MINOR SUBDIVISION PLAT ONLY BASED ON FIELD DATA COLLECTED AND OBSERVATIONS COMPLETED ON JANUARY 29, 2020.
- 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 COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS MAP DOES NOT REPRESENT A TITLE SEARCH BY GALLOWAY & COMPANY, INC. TO DETERMINE OWNERSHIP OR THIS TRACT. VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT OF WAY OR TITLE THEREOF, GALLOWAY & COMPANY INC. RELIED UPON TITLE COMMITMENT PROVIDED BY CLIENT AND PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. ABZ25164279-3, WITH A COMMITMENT DATE OF 05/29/2019 AT 5:00 PM.
- ALL LINEAL DISTANCES SHOWN ARE U.S. SURVEY FEET.
- GRADING, DRAINAGE, AND IRRIGATION WITHIN THE 30' WIDE DRAINAGE AND GRADING EASEMENTS DEDICATED HEREON MUST BE RETAINED AND MAINTAINED.
- A VEHICULAR AND PEDESTRIAN ACCESS IS DEDICATED OVER THE ENTIRETY OF TRACT A EXCEPT FOR THE HATCHED AREA SHOWN ON THE PLAT.
- A VEHICULAR AND PEDESTRIAN EASEMENT OVER THE NORTHERN 15 FEET OF TRACT A IS DEDICATED TO THE TOWN OF FIRESTONE.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF **TURNER COMMONS FILING NO. 1** WAS APPROVED ON

THIS _____ DAY OF _____, 20____ BY RESOLUTION NO. _____
AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR

ATTEST: TOWN CLERK

CONTACT LIST

SURVEYOR OF RECORD

GALLOWAY & CO.
BRIAN DENNIS
1155 KELLY JOHNSON BLVD., SUITE 305
COLORADO SPRINGS, CO 80920
TEL: (719) 900-7220

ENGINEER OF RECORD

GALLOWAY & CO.
AARON MCLEAN
6162 S. WILLOW DR., SUITE 320
GREENWOOD VILLAGE, CO, 80111
TEL: (303) 770-8884
FAX: (303) 770-3636

QT REAL ESTATE PROJECT MANAGER

QUIKTRIP CORPORATION
MIKE TALCOTT
1499 WEST 120TH AVENUE, SUITE 110
WESTMINSTER, CO 8023-2719
TEL: (913) 905-2069

QT CIVIL PROJECT MANAGER

QUIKTRIP CORPORATION
JOSH POTTER
4705 SOUTH 129TH EAST AVE.
TULSA, OK 74134
TEL: (918) 615-7685

SURVEYING CERTIFICATE

I, BRIAN J. DENNIS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE AND CHECKED UNDER MY PERSONAL SUPERVISION. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND WELD COUNTY AND THAT THE PLAT ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION.

BRIAN J. DENNIS
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38069
PROJECT NO.: QKT00420210
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

FIRESTONE INFORMATION BLOCK

NAME OF APPLICATION:	TURNER COMMONS FILING 1
TYPE OF SUBMITTAL:	FINAL PLAT
FILING NO:	1
PHASE NUMBER:	N/A
PREPARATION DATE:	02/04/2020
REVISION DATE:	05/07/2020
REVISION DATE:	11/23/2020
REVISION DATE:	
REVISION DATE:	



#	Date	Issue / Description	Init.
1	05/14/2020	ADDRESS TOWN COMMENTS	EMV
2	07/21/2020	REV. TRACT A	EMV
3	09/29/2020	LOTS / TRACTS REVISED	EMV
4	11/23/2020	EASEMENTS REVISED	EMV
5	04/07/2021	ADDRESS TOWN COMMENTS	AAY
6			
7			
8			
9			
10			
11			
12			

Project No:	QKT004202.10
Drawn By:	EMV
Checked By:	BJD
Date:	02/04/2020

QuikTrip Corporation



A Few Facts about QT:



- 15 years on Fortune's List of "100 Best Companies to Work For in America"
- All locations owned and operated by QuikTrip, founded in 1958, still family owned
- Perennially Listed on Forbes' Top 100 Privately Held Companies – Currently #29
- Creates an average of 22 new jobs per store
- Has never laid off an employee in the history of the company
- Average Store Manager earns \$100,000 per year
- Average entry level Assistant Manager starting pay is \$50,000 per year
- QuikTrip contributes 5% percent of its profits to charitable organizations in the communities in which it operates
- QuikTrip is a National Safe Place location for endangered youth



Safe Place



- QuikTrip shares a vision of safe neighborhoods and communities. That's why we've partnered with Safe Place to designate our stores as Safe Place sites for at-risk youth.
- Safe Place is a national nonprofit organization that provides safety for troubled or threatened youth. Since 1991, QuikTrip has been a designated Safe Place, where runaways and at-risk youth can come in off the street, receive food and drink, and wait for a volunteer from a Safe Place agency partner to connect them with professional help or a place to stay until their situation is resolved. In addition to our stores being Safe Place sites, QuikTrip provides grants to the local Safe Place agencies.
- We're grateful for the valuable service Safe Place agencies and their volunteers provide. To learn more about Safe Place, visit nationalsafeplace.org.



Folds of Honor



- QuikTrip is proud to support our military families, employees, and customers.
- QuikTrip partners with [The Folds of Honor](http://www.foldsofhonor.org) to provide scholarships to military families in the cities where we operate stores, commissaries and distribution warehouses.
- To learn more about the Folds of Honor and how you can help visit www.foldsofhonor.org.



Store Security Features



QuikTrip is committed to providing the very best security features for its employees and customers. QuikTrip Corporation is widely considered the best in the industry due to the commitment in providing a safe operation. Every square inch of QT property will be under video surveillance.

QT Store Security System

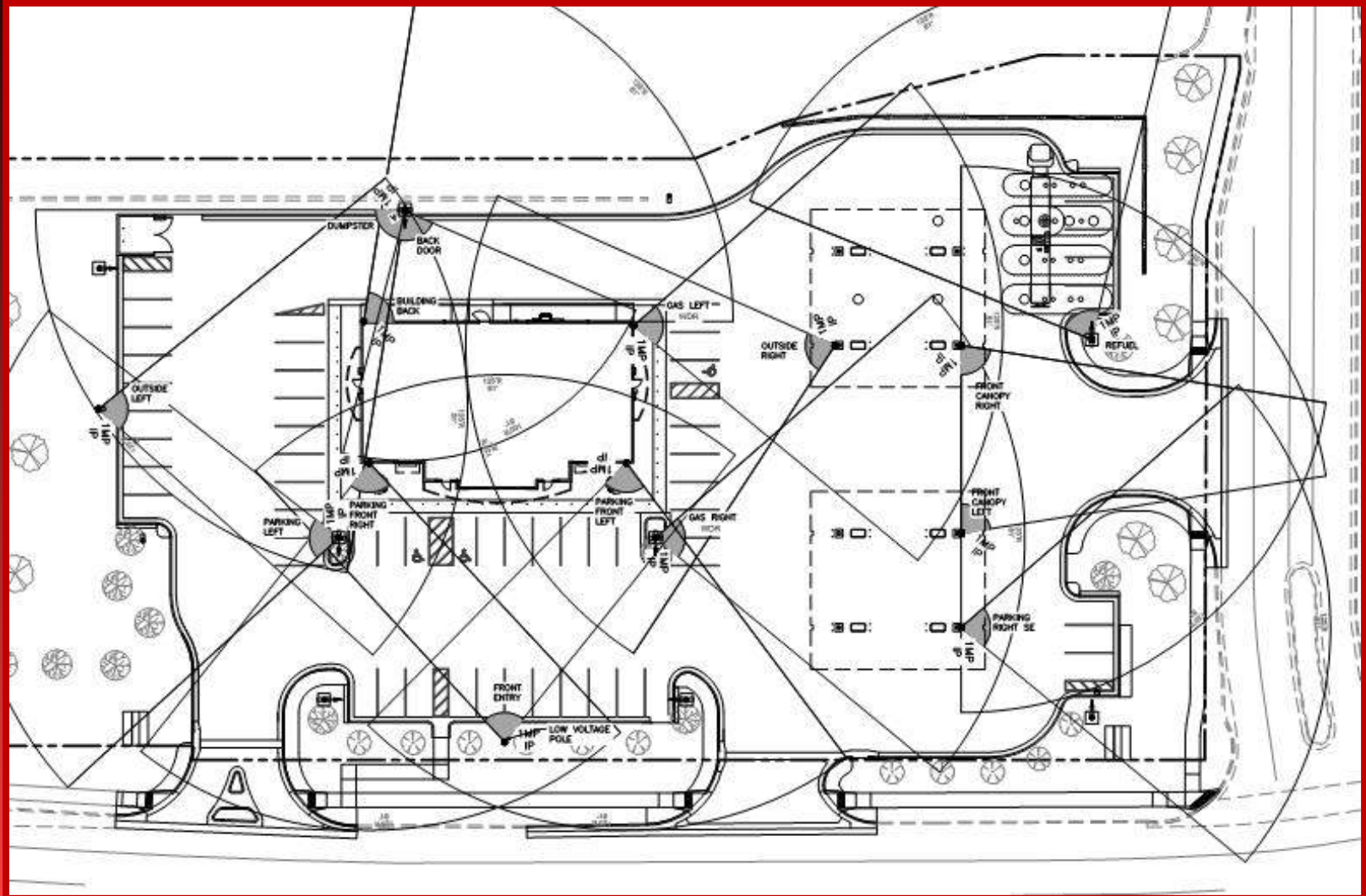


QuikTrip Corporate Security Department monitors the cameras, the alarm and DVR systems 24 hours per day, 7 days a week.

The system has several access points:

- Check stand Alarm Button
- Backroom Alarm Button
- Personal Dual-Button Belt Alarm
- Check stand Camera
- Sales Floor Camera
- Live Video Broadcast from the Store to Corporate Security Department
- Video Monitor and Microphone with DVR
- Pinhole camera on the front and rear door
- Safe by Design
- Lighting

QT Store Security Camera Plan



Store Photos



Store Photos



Store Photos



Store Photos



Store Photos



Store Photos



Store Photos



Store Photos



Store Photos



Store Photos

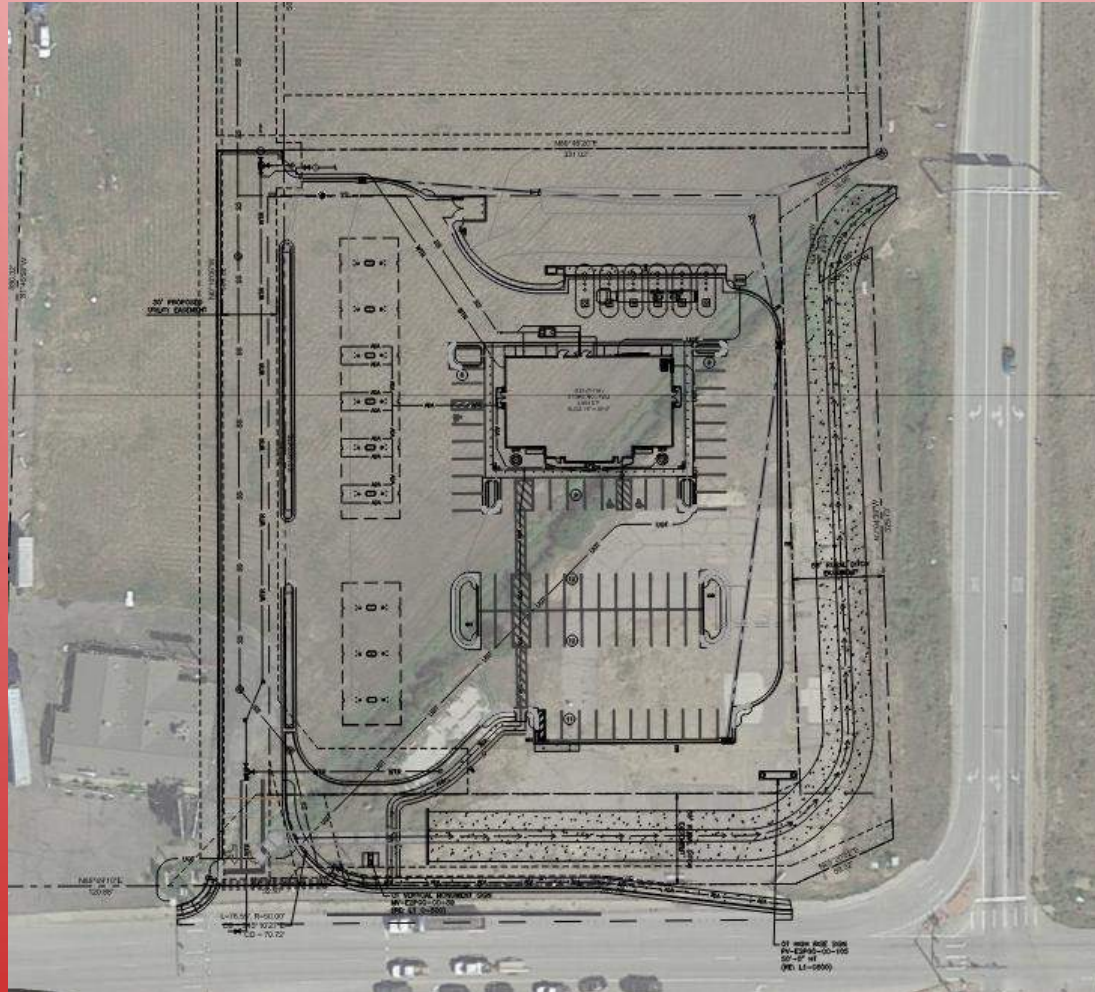


Proposed QuikTrip location

HWY 119 & Interstate 25



Site Plan



Rendered Site Plan



Rendered Site Plan



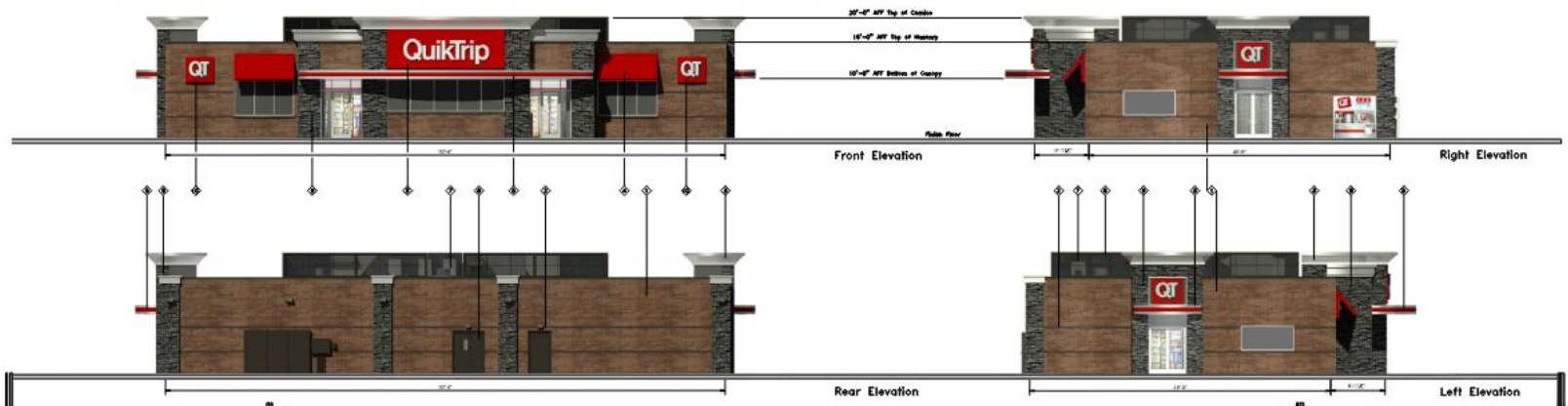
Rendered Site Plan



Rendered Site Plan



Rendered Site Plan



FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC-21-04

**A RESOLUTION RECOMMENDING APPROVAL OF A FINAL
DEVELOPMENT PLAN FOR LOT 3 TURNER COMMONS FILING NO. 1**

WHEREAS, there has been submitted to the Planning and Zoning Commission of the Town of Firestone a request for approval of a final development plan for Lot 3 Turner Commons Filing No. 1; and

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

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Planning and Zoning Commission finds the application to be in compliance with Town of Firestone subdivision and zoning ordinances, Development Regulations, and related Town ordinances, regulations, and policies and should therefore be approved, subject to those conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Planning and Zoning Commission hereby recommends approval of the proposed final development plan for Lot 3 Turner Commons Filing No. 1, subject to the conditions set forth on Exhibit A attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 1st day of April, 2021.

ATTEST:


Secretary



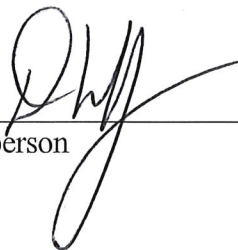

Chairperson

EXHIBIT A
Lot 3 Turner Commons Filing No. 1 Final Development Plan
Conditions of Approval

General

1. Modify plans and application materials pursuant to comments of the Planning & Development Department set forth in memoranda dated March 9, 2021, to the Town's satisfaction within one hundred and eighty (180) days of the date of this resolution.
2. Technical corrections to the Lot 3 Turner Commons Filing No. 1 Final Development Plan shall be made to the Town's satisfaction.
3. Lot 3 Turner Commons Filing No. 1 Final Development Plan shall not be recorded until the Turner Commons Filing No. 1 Final Plat is recorded.

To: Town of Firestone
Planning Department

From: Galloway and Company, Inc
Aaron McLean

Date: March 22, 2021

**Re: Public Hearing Option
Orientation Telephonic Participation Policy**

Ms. Berry:

We represent QuikTrip Corporation in connection with its pending application with the Town of Firestone. Galloway and Company, Inc., as the applicant in such application, hereby expressly authorizes the Town to proceed with conducting the Planning & Zoning Commission public hearing and the Town Board public hearing for the Turner Commons Filing 1 Final Plat and the Turner Commons F1 Lot 3 (QuikTrip) Final Development Plan 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.



**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 10.a

Discussion/Action

Meeting Date: April 14, 2021

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 21-41: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER RATES, FEES, TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE INVESTMENT FEES

SUMMARY

Staff has prepared a resolution for consideration by the Board to increase the Connection, Capital Investment, and Repair Fees and establish the Native Water Dedication Agreement Storage and Infrastructure Fees to take effect on May 1, 2021.

The Town received notification from Central Weld County Water District ("CWCWD") in late January of 2021 of a change to the amount the Town is required to reimburse CWCWD for District tap fees. The tap fee change from CWCWD will take effect on May 1, 2021.

Native water dedication credits identified in the Native Water Dedication Agreements will be based on an average annual yield (after evaporation losses): reservoir storage is required to convert a variable annual ditch delivery to a reliable and consistent average yield to the treatment plant. The new infrastructure to deliver water from the irrigation ditch to storage or to the river for augmentation returns will be required. The Storage and Infrastructure Investment Fee is intended to recover some of the costs for these items.

HISTORY AND PREVIOUS BOARD ACTION

There have been no changes to the Central Weld County Water District tap fee since Resolution 03-12.

RECOMMENDATION

Staff recommends that the Board of Trustees approve the attached resolution increasing the water Connection, Capital Investment, and Repair Fees to cover the increase from CWCWD and establishing the Native Water Dedication Agreement Storage and Infrastructure Fees.

ALTERNATIVES

The Board may choose not to approve Resolution 21-41 and provide Staff with additional direction.

ATTACHMENTS

1. Res No 21-41 A RESOLUTION PRESCRIBING WATER RATES, FEES, TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE FEES
2. January 28 2021 CW CIF Notification to Firestone
3. Storage and Infrastructure Investment Fee Memo March 30 2021

FINANCIAL CONSIDERATIONS

The increase to the Connection, Capital Investment, and Repair Fees have no financial implication since the fee is passed to purchasers of taps. The Native Water Dedication Agreement Storage and Infrastructure Fees revenue is not

estimated since the Native Water Dedication Agreements are actively being drafted, and none have been presented to the Board for approval.

RESOLUTION NO. 21-41

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER RATES, FEES, TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE INVESTMENT FEES

WHEREAS, the Town of Firestone ("Town") for administrative efficiency desires to consolidate its water resource and services rates, fees, tolls and charges in one resolution; and

WHEREAS, the Town, which operates a municipal water facility and Central Weld County Water District ("CWCWD") are parties to various intergovernmental agreements concerning the provision of water service and facilities to the Town; and

WHEREAS, pursuant to such intergovernmental agreements, CWCWD from time to time increases its charges regarding its provision of water services to the Town; and

WHEREAS, after review and analysis of the costs of operating and maintaining the Town's water system, including completion of a water rate study and an analysis of capital needs, and in consideration of applicable CWCWD increases and increases in the costs of operating, maintaining and improving the Town's water system, the Board of Trustees has determined that increases in the Town's water system rates, fees, tolls and charges are necessary; and

WHEREAS, the Town's current water tap fees and monthly water rates do not adequately provide for the capital needs and operations of the Town's water system; and

WHEREAS, the Board of Trustees thus desires to increase certain rates, fees, tolls and charges regarding the provision of Town water services and water usage; and

WHEREAS, the Town's determination of Native Water Dedication Credits pursuant to the Town's Native Water Dedication Policy includes storage and delivery system development costs which it seeks to recover through the enactment of storage and infrastructure investment fees.

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

Section 1. Water rates and charges. The following monthly rates and charges shall be imposed for water received from the Town of Firestone water system:

Meter Size	Residential Base Rate Charge	Non-Residential Base Rate Charge*	Water Included in Rate (Gallons)
5/8"	\$ 30.91	\$ 30.91	-0-
3/4"	47.40	47.40	-0-
1"	78.30	78.30	-0-
1-1/2"	154.52	154.52	-0-
2"	249.30	249.30	-0-
3"	-	465.63	-0-
6"	-	1,841.10	-0-

*Non-Residential accounts include Commercial, Industrial, Irrigation, Mobile Home Parks and Multi-Family

Water Charge Per 1,000 Gallons

Customer Type	Gallons	Rate
Commercial & Industrial	All usage	\$ 4.54
Irrigation Only	All usage	\$ 6.91
Mobile Home Parks	All usage	\$ 5.56
Multi-Family	All usage	\$ 4.54
Out –of-Town Rates	Base rates and gallon charges for any out-of-town service shall be two times the in-Town rates and charges.	

Water Charge Per 1,000 Gallons

Gallons	Rate
Residential	
0-5,000	\$ 2.92
5,001-20,000	\$ 5.16
20,001-40,000	\$ 8.25
Above 40,000	\$ 10.31

Section 2. Connection, Capital Investment and Repair Fees. The following connection and capital investment and repair fees shall be imposed, except that the Town of Firestone shall not be required to pay such connection fees for irrigation sprinkler systems for any public parks, rights-of-way, open space, or medians, or any facility developed, owned or paid for by the Town.

Meter Size	Total
5/8"	\$ 12,800
3/4"	\$ 19,200
1"	\$ 32,000
1-1/2"	\$ 66,000
2"	\$ 106,400

Connection and capital investment and repair fees as well as any other fees for taps requiring a meter larger than 2" shall be determined by the Board of Trustees on an individual basis considering such factors as type of use, contemplated volume demand for water, effect on the entire water system in the Town, connection and capital investment fees imposed by CWCWD, and all other factors relevant to the application. All taps requiring a meter larger than 2" and all taps applied for where the service requested is outside of the Town limits shall be by contract with the Board of Trustees. Out-of-town taps of 2" or less shall be charged fees at two times the amount of in-Town fees.

Section 3. Construction Hydrant Meter Rental Terms. The following fees shall be imposed for hydrant meters supplied by the Town for construction water use. A Hydrant Connection Permit must be obtained from the Town Clerk prior to any water being used from any fire hydrant. Such permit shall be valid for a period not to exceed 6 months.

Deposit	\$ 3,200.00 per meter
Administration Fee	\$ 25.00 per permit
Meter Rental	\$ 4.00 per day
Late Charge	\$ 5.00 per day
Water Usage Rate	\$ 4.54 per 1,000 gallons

Section 4. Meter & Yoke Fees. The following fees shall be imposed for Meter and Yoke assemblies installed by the Town for new service connections; such fees for taps requiring a meter larger than 2" shall be as set by contract with the Board of Trustees:

<u>Meter Tap Size</u>	<u>Administrative Fee</u>	<u>Meter & Yoke Cost</u>	<u>Total Meter & Yoke Fee</u>
5/8"	\$ 25.00	\$ 1,097.47	\$ 1,122.47
3/4"	25.00	1,168.38	1,193.38
1"	25.00	1,531.17	1,556.17
1-1/2" Commercial	25.00	3,680.04	3,705.04
1-1/2" Irrigation	25.00	2,676.48	2,701.48
2" Commercial	25.00	5,155.49	5,180.49
2" Irrigation	25.00	3,366.46	3,391.46

Section 5. Native Water Dedication Agreement Storage and Infrastructure Fees. The following fees shall be established for Native Water Dedication Agreements.

Ditch	Storage Multiplier	Storage Fee, per acre-foot of credit	Infrastructure Fee, per acre-foot credit	Total Storage and Infrastructure Investment Fee, per acre-foot credit
Lower Boulder Preferred	1.45	\$ 16,100	\$ 1,400	\$ 17,500

Lower Boulder Common	2.0	\$ 22,200	\$ 1,400	\$ 23,600
Coal Ridge	1.45	\$ 16,100	\$ 1,400	\$ 17,500
Godding	1.45	\$ 16,100	\$ 1,400	\$ 17,500
Rural	1.45	\$ 16,100	\$ 1,400	\$ 17,500
Last Chance	1.45	\$ 16,100	\$ 1,400	\$ 17,500

Section 6. This Resolution shall take effect on May 1, 2021 and at such date all other resolutions addressing the Town's water rates, fees, tolls and charges set forth herein shall be repealed in their entirety

INTRODUCED, READ AND ADOPTED this ____ day of April, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



CENTRAL WELD COUNTY WATER DISTRICT

January 28, 2021

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

RE: Capital Improvement Fee changes

Dear Town of Firestone:

The District has been conducting an internal audit of rates and fees. Based on a recent reconciliation of District fees, the amount to reimburse the District for tap fees should be as follows:

CIF RATE	METER SIZE
\$9,800	5/8"
\$14,700	3/4"
\$24,500	1"
\$49,000	1.5"
\$78,400	2"
\$146,400	3"
\$244,000	4"

The District will implement this to be effective May 1, 2021.

If you have any questions regarding the revised changes please call 970-352-1284.

Sincerely,
CENTRAL WELD COUNTY WATER DISTRICT

Stan Linker, District Manager
SL/rg

Memorandum

To: A.J. Krieger, Town Manager
From: Gregg S. Ten Eyck, P.E.
Copy to: Bill Hayashi
Reviewed by: Brett Gracely, P.G.
Date: March 30, 2021
Project: 1527TWF02-21
Subject: Storage and Infrastructure Investment Fee

This memo discusses the Storage And Infrastructure Investment Fee that will be assessed in a Native Water Dedication Agreement.

Storage and Infrastructure Investment Fee

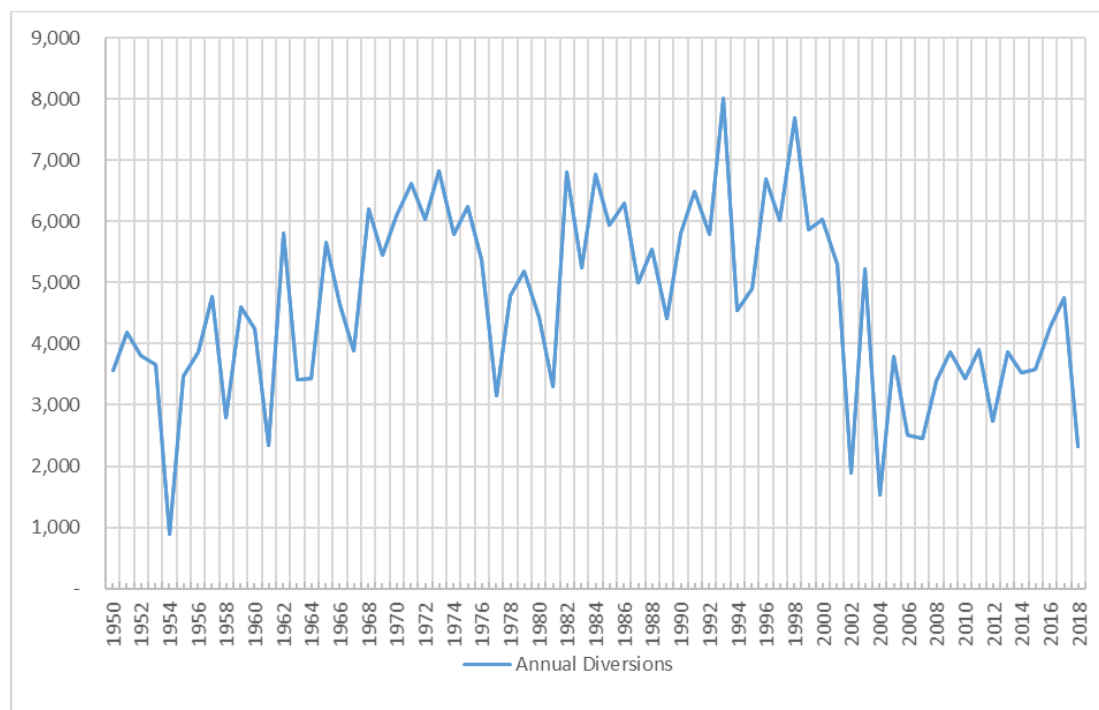
Native water dedication credits will be based on an average annual yield (after evaporation losses): reservoir storage is required to convert a variable annual ditch delivery to a reliable and consistent average yield to the treatment plant. In addition, new infrastructure to deliver water from the irrigation ditch to storage or to the river for augmentation returns will be required. The Storage and Infrastructure Investment Fee is intended to recover some of the costs for these items.

a. Storage Required

The amount of storage required to convert the variable yield to a reliable average yield is estimated to be in the range of 1.45 to 2.0 times the amount of Native Credit.

An example of the variability in the farm headgate diversion is shown for the Godding Ditch over the historical 1950-2018 period. For that period the average annual headgate diversion was about 4,700 acre-feet, while the minimum delivery was about 900 acre-feet. A storage volume of 1.45 times annual average yield in this example would be about 6,800 acre-feet, which would have captured all but the two highest diversion years.

Highland Southside (Godding) Ditch Headgate Diversions, 1950-2018, acre-feet



Based on actual costs of Firestone Reservoir No. 1 and anticipated costs for Firestone Reservoir No. 2 (Brooks Pit), we recommend that the base cost for storage be based on \$11,100 per acre-foot of fully developed storage. This amount will be multiplied by 1.45 for operation of shares from the Last Chance Ditch, New Coal Ridge Ditch, Godding Ditch, Rural Ditch and Preferred shares in the Lower Boulder Ditch. This amount will be multiplied by 2.0 for operation of Common shares of the Lower Boulder Ditch Company because of the higher variability in deliveries under the more junior priorities of the Common shares.

b. Infrastructure Required

Based on recovering some of the estimated costs of developing the delivery system for Lower Boulder, New Coal Ridge, and Godding Ditch shares to storage and/or to the river, and on an estimate of the total acre-feet of water to be delivered, we recommend that that infrastructure fee for dedication agreements based on those shares be \$1,400 per acre-foot of Native Credit (\$1,400,000 divided by 1,000 acre-feet from Native Credits and Case No. 19CW3236). The same per acre-foot fee is recommended for the Last Chance Ditch and Rural Ditch supplies.

c. Summary

The table below summarizes the Storage And Infrastructure Investment Fee of \$17,500 per acre-foot of Native Credit from the Last Chance Ditch, New Coal Ridge Ditch, Godding Ditch, Rural Ditch and Preferred shares in the Lower Boulder Ditch. The recommended fee for Common shares from the Lower Boulder Ditch is \$23,600 per acre-foot of Native Credit.

Summary of Storage and Infrastructure Fee Recommendation

Ditch	Storage Multiplier	Storage Fee, per acre-foot of credit	Infrastructure Fee, per acre-foot credit	Total Storage and Infrastructure Investment Fee, per acre-foot credit
Lower Boulder Preferred	1.45	\$ 16,100	\$ 1,400	\$ 17,500
Lower Boulder Common	2.0	\$ 22,200	\$ 1,400	\$ 23,600
Coal Ridge	1.45	\$ 16,100	\$ 1,400	\$ 17,500
Godding	1.45	\$ 16,100	\$ 1,400	\$ 17,500
Rural	1.45	\$ 16,100	\$ 1,400	\$ 17,500
Last Chance	1.45	\$ 16,100	\$ 1,400	\$ 17,500

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 10.b

Discussion/Action

Meeting Date: April 14, 2021

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 21-51: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING 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

On October 28, 2020, the Board approved Resolution 20-103, adopting the Firestone Native Water Dedication Policy. Since the approval of this policy, staff has actively been working on developing a Native Water Dedication Agreement that will be between the Town of Firestone and Land Developers who wish to provide native water rights to satisfy water dedication requirements needed for development approval. During the development of the draft Native Water Dedication Agreement, areas of the Firestone Native Water Dedication Policy were found to need revisions to accommodate the agreement's standardization and remove the flat fee set forth in Sections 5 and 7.

RECOMMENDATION

Staff recommends approval of Resolution 21-51, a resolution amending 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 21-51 and provide Staff with additional direction.

ATTACHMENTS

1. Res 21-51 AMENDING THE FIRESTONE NATIVE WATER DEDICATION POLICY
2. Firestone Native Water Dedication Policy_210401

FINANCIAL CONSIDERATIONS

None at this time.

RESOLUTION NO. 21-51

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING 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 developed the Firestone Native Water Dedication Policy, which as adopted by the Board of Trustees upon approval of Resolution No. 20-103 set forth the terms and conditions by which Native Water could be used to fulfill the Town's water dedication requirement; and

WHEREAS, staff in consultation with its water resource consultants has determined that rather than having an individualized Native Water Dedication Agreement for all land use applicants as set forth in the current Native Water Dedication Policy a standardized agreement would better address the Town's current and future planning and water resource needs while also ensuring administrative efficiency; and

WHEREAS, staff therefore recommends that the current Firestone Native Water Dedication Policy be amended to repeal the flat fee set forth in Section 5 and that Section 7 be amended to provide that the Town Manager after consultation with staff, engineering and legal consultants be responsible for determining the Native Credit which unless specifically specified otherwise shall be available to the land use applicant immediately after the Native Water is dedicated to the Town.

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

Section 1. The amended 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 14th day of April, 2021.

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 determined in the Native Water Dedication Agreement to cover these costs.

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 amount of water that is useable by Firestone from Native Water may vary for each dedication. The Board authorizes Firestone staff and Firestone's engineering and legal consultants to determine an appropriate credit to grant for the amount of Native Water which will be physically and legally available for use by Firestone after dedication of the Native Water (the "Native Credit"). It is the policy of the Board that the determination of the Native Credit shall be at the sole discretion of the Town Manager and the Town Manager's designee after consultation with Firestone's staff and Firestone's engineering and legal consultants. All of the Native Credit shall be available to the applicant immediately after the Native Water is actually dedicated to Firestone, unless otherwise agreed to 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.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 10.c

Discussion/Action

Meeting Date: April 14, 2021

Initiated By:

Dept: Planning & Development

AGENDA TITLE

Resolution 21-42: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A COOPERATIVE DEVELOPMENT PLAN AGREEMENT

SUMMARY

Approval of Resolution 21-42 will authorize the Mayor to execute a Cooperative Development Plan Agreement between Kerr-McGee Oil & Gas Onshore LP (Kerr-McGee) and the Town of Firestone (Town). Town staff recommends approval.

HISTORY AND PREVIOUS BOARD ACTION

Town staff has been negotiating the Cooperative Development Plan Agreement with Kerr-McGee since 2019. Modeled after a similar agreement with Crestone, the agreement seeks ways to provide for continued energy development and production while mitigating its impacts. As stated in the agreement, the intent is to supplement State of Colorado rules for oil & gas development and production for up to 33 wells at two locations in Firestone. Exhibit A includes operational standards to mitigate impacts during the drilling, completion, and flow backstages; including noise, odor, and lighting.

The agreement provides for the donation by Kerr-McGee to the Town a 78-acre tract at the SW corner of Grant and CR15 (Frontier Street). It also grants the Town a right of first refusal to purchase a 15-acre tract at the SE corner of Colorado Blvd. and Pine Cone Ave. Town staff believes both tracts are desirable and potentially useful acquisitions.

Kerr-McGee will go through separate processes with the COGCC and Town to actually permit any oil & gas activities on both sites.

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 21-42.

ALTERNATIVES

ATTACHMENTS

1. CDPA Reso 21-42
2. CDPA Final Draft 2.17.21

FINANCIAL CONSIDERATIONS

The future oil & gas sites identified in the agreement are both located within the Southern Urban Renewal Plan Area and therefore could generate significant incremental revenues. Acquisition of the 78-acre tract will also be of potentially significant value to the Town's overall development/redevelopment efforts.

RESOLUTION NO. 21-42

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A COOPERATIVE
DEVELOPMENT PLAN AGREEMENT**

WHEREAS, the Town of Firestone (Town) and Kerr-McGee Oil & Gas Onshore LP (Kerr-McGee) value a balanced approach to oil and gas development that protects community health, safety, and welfare; and

WHEREAS, the Town and Kerr-McGee have jointly negotiated a Cooperative Development Plan Agreement that seeks to mitigate impacts from oil and gas development; and

WHEREAS, the Board of Trustees finds that this Cooperative Development Plan Agreement is in the best interest of the Town and its citizens.

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

The Cooperative Development Plan Agreement between the Town of Firestone and Kerr-McGee Oil & Gas Onshore, LP is hereby approved in substantially the same form as the copy attached hereto as “Exhibit A” and made a part of this resolution. The Mayor is authorized to execute and deliver the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 14th day of April, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

EXHIBIT A
Cooperative Development Plan Agreement

COOPERATIVE DEVELOPMENT PLAN AGREEMENT

This Cooperative Development Plan Agreement ("Agreement") is made and entered into this ____ day of _____, _____ (the "Effective Date"), by and between the Town of Firestone, a Colorado municipal corporation ("Firestone" or "Town"), whose address is 151 Grant Ave, P.O. Box 100, Firestone, Colorado 80520, Kerr-McGee Oil & Gas Onshore LP ("Kerr-McGee"), whose address is 1099 18th St., Suite 1800, Denver, Colorado 80202, and Anadarko E&P Onshore LLC, a Delaware limited liability company ("AEP"), whose address is 1099 18th St., Suite 1800, Denver, Colorado 80202. Kerr-McGee, AEP, and Firestone or Town may be referred to individually as a "Party" or collectively as the "Parties."

BACKGROUND

Firestone and Kerr-McGee recognize the importance of the public health, safety and welfare, as well as the environment and wildlife resources to Colorado's economy and culture, including the citizens of Firestone. The Parties also recognize that responsible and orderly development of oil and gas resources in the Town must be consistent with and subject to Firestone's land use authority and general police powers to protect the health, safety, and welfare of the Town's residents, including the protection of the environment and wildlife resources, to prevent waste in the production and utilization of oil and gas, and to avoid or minimize any adverse impacts to public health, safety and welfare and the environment associated with oil and gas development. To achieve such mutual objectives in a cooperative manner, Firestone and Kerr-McGee enter into this Agreement to accomplish the following:

1. To site new well pads and associated facilities and rights-of-way that Kerr-McGee plans to develop within Firestone at locations that will protect public health, safety, and welfare and the environment by avoiding impacts associated with oil and gas operations and minimizing and mitigating the extent and severity of those impacts that cannot be avoided, consistent with Firestone's land use authority and general police powers;
2. To further minimize and mitigate the unavoidable impacts and other land use effects associated with this type of development, by developing oil and gas operational standards needed for responsible development, including requirements for odor mitigation, noise mitigation, lighting installation, road maintenance, and landscape restoration that supplement state environmental requirements in an efficient and cost-effective manner, all to benefit the Town and its residents; and

NOW THEREFORE, the Parties agree as follows:

ARTICLE I. GENERAL PROVISIONS

1. Intent to Supplement State Rules and Regulations. The Parties recognize that pursuant to the Colorado Oil and Gas Conservation Act, Colo. Rev. Stat. § 34-60-101 et seq., as amended, the Colorado Oil and Gas Conservation Commission ("COGCC") regulates the development and

production of oil and gas resources in Colorado, and the Act authorizes the COGCC to adopt statewide rules and regulations, which the COGCC has done. The Operational Standards developed jointly by the Parties and identified in this Agreement are not intended to abrogate, repeal or impair any state rules and regulations, but instead are intended to supplement any existing or future state rules and regulations. The Parties acknowledge that the Operational Standards set forth herein are subject to future rulemaking by the COGCC; thus, in the event of a conflict or overlap between any Operational Standards set forth herein and any existing or future rule or regulation promulgated by the COGCC, whichever standard, rule, or regulation imposes the more stringent restriction shall prevail, and Kerr-McGee shall abide by the more stringent restriction.

2. Exercise of Local Land Use Authority. The Parties further recognize that Firestone, through its land-use authority and general police powers, can regulate various aspects of oil and gas operations in a reasonable manner as specified in C.R.S. § 29-20-104(1)(h)(I)-(IV) and to protect and minimize adverse impacts to public health, safety and welfare and the environment. Furthermore, the Parties recognize that to implement the powers and authority granted in C.R.S. § 29-20-104(1)(h), Firestone has the authority to inspect facilities, impose fines for leaks, spills and emissions, and impose fees to cover the costs of permitting and regulating oil and gas operations within its boundaries, in accordance with C.R.S. § 29-20-104(2). Provided, however, the Town will comply with any and all written or oral safety requirements when entering Kerr-McGee facilities, including, but not limited to, complying with the use of personal protective equipment and complying with necessary distance restrictions. Finally, the Parties also recognize that Kerr-McGee must apply for, and obtain approval from, Firestone for siting oil and gas surface locations before it can obtain approval for, an Application for Permit to Drill or Spacing Unit Applications, as set forth in C.R.S. § 34-60-106(f)(I)(A).

3. Applicability. This Agreement and the Operational Standards will apply to all new wells that Kerr-McGee drills on the Identified Well Pads during the Term of this Agreement. This Agreement will not apply to any wells for which Kerr-McGee is not the operator.

4. Term. This Agreement shall commence on the Effective Date, and shall expire four (4) years from the Effective Date ("Term"). The Term may be extended by mutual written agreement of the Parties.

5. Effect of Termination on Special Use Permit Approval. Termination of this Agreement by either Party shall in no way affect or limit either Parties' legal or equitable remedies it may have under the Code (defined below) or at law or in equity. In the event this Agreement expires or is otherwise terminated, such expiration or termination shall not prevent any operations and/or development of the Identified Well Pads and well(s) that were previously permitted or otherwise approved by the Town prior to the expiration or termination of this Agreement, nor shall expiration or termination of this Agreement exempt such operations and/or development of the Identified Well Pads, new wells drilled at the Identified Well Pads during the Term of this Agreement, or previously approved wells from any applicable Town development review regulations and processes. Additionally, such expiration or termination shall in no way affect or limit the Town's right in the future to refuse to grant a special use permit, or suspend any special use permit for oil and gas wells requested by or granted to Kerr-McGee pursuant to the Code. Nothing in this Agreement shall be construed as granting or creating any statutory vested development rights at the Identified Well Pads.

6. Drilling and Development Schedule. In consultation with Firestone, Kerr-McGee has developed a Drilling and Development Schedule that includes: McGavin and Columbine well pad sites (the “Identified Well Pads”); and (ii) the operational standards that will apply to such development. The operational standards are listed in Exhibit A (“Operational Standards”), and the Identified Well Pads are depicted in the Cooperative Development Area and Land Contribution Map attached as Exhibit B. Kerr-McGee will not drill more than thirty-three (33) wells total from the two identified well pad sites collectively.

ARTICLE II. APPROVAL PROCESS, OPERATIONS, AND CONSIDERATION

1. Special Review Use and Final Development Plan Submission Requirements. For each new oil and gas well Kerr-McGee drills on the Identified Well Pads, Kerr-McGee will follow the requirements, procedures, and application elements outlined in Section 7.11, Special Review Use and Section 7.10, Final Development Plan of the Firestone Development Code (the “Code”), as amended, for special review use and final development plan approvals. The Town’s Board of Trustees will review the applications using the criteria outlined in Section 7.11 and Section 7.10 of the Code, as amended. If Section 7.11 and Section 7.10 of the Code are amended and any such ordinance amending Section 7.11 and Section 7.10 of the Code is legally pending on the date of a special review use and final development plan application submissions, Kerr-McGee will comply with the amended requirements and procedures for its operations established in such ordinance. The Town recognizes that time is of the essence with respect to approval of special review use and final development plans, and will use its best efforts to process Kerr-McGee’s applications submitted pursuant to this Article II, Section 1 in a prompt and timely manner. To that end, the Town agrees that staff review of the applications will take no longer than ninety (90) calendar days after the Town determines the application is complete.

2. Incorporation of Operational Standards as Conditions of Special Review Use and Final Development Plan. Each application for special review use and final development plan approval for an oil and gas well that Kerr-McGee submits shall include, as part of the application elements required under the Code, the Operational Standards set forth on Exhibit A, and each special review use and final development plan granted by the Town shall contain the Operational Standards as conditions of operations for such special review use and final development plan.

3. Kerr-McGee’s Operations. For each new well Kerr-McGee drills on the Identified Well Pads, Kerr-McGee will operate such well in compliance with the Operational Standards as set forth in Exhibit A, the Code, as amended, and any other conditions or requirements of the special review use and final development plan approvals issued by the Town for such well.

4. Kerr-McGee’s Contributions. To minimize and mitigate potential impacts from the Identified Well Pads and associated wells, and to otherwise foster future development opportunities for the Town, AEP, on behalf of Kerr-McGee, shall make contributions to the Town as follows:

a. Land Contribution.

- (i) Within sixty days of Kerr-McGee receiving all necessary local and state permits, approvals, and all necessary easements, Anadarko E&P Onshore LLC ("AEP or Grantor") shall convey to the Town by special warranty deed good, marketable, title (the "Interest"), but specifically reserving and excluding any mineral interest, to approximately seventy-eight (78) acres of real property generally located at the southwest corner of Grant Avenue and Frontier Street and west of the Columbine well pad site ("Grant and Frontier Parcel"), as depicted on Exhibit B (. The Parties agree that the Town may obtain title insurance for the Interest at its own cost, expense, and risk.

The Interest. The Interest includes all of AEP's rights, title and interest, if any, in and to all appurtenances thereto, including but not limited to any fences, buildings, landscaping, and other improvements now located thereon, including all fixtures of a permanent nature, but specifically excluding any fixtures used for or associated with oil and natural gas development, if any, but shall specifically exclude any and all interests or ownership of AEP in any and all minerals in place or under the entirety of the Grant and Frontier Parcel ("Mineral Interest"). The Parties acknowledge and agree that the Mineral Interest shall be reserved to the Grantor in the deed of conveyance executed by AEP and delivered to the Town. The Interest shall also include all of AEP's right, title and interest, if any, in and to all strips and gores of land lying between the Interest and adjoining property or streets, roads or highways, open or proposed. Finally, the Interest shall include all surface and subsurface water and water rights, ditches and ditch rights, ponds and pond rights, springs and spring rights, wells and well rights, whether decreed or not, if any, attached or appurtenant to or used in connection with the Grant and Frontier Parcel and owned by AEP and any title, interest, or right that AEP may have to convey water to the Grant and Frontier Parcel.

Title and Taxes. AEP shall deliver to the Town a special warranty deed, in the form set forth on Exhibit C, attached hereto, duly executed and acknowledged by an authorized corporate representative or officer, sufficient to convey good and marketable title to the Grant and Frontier Parcel to the Town, but reserving to AEP the Mineral Interest described above, free and clear of all liens, tenancies and encumbrances except only those permitted exceptions mutually agreed upon by the parties. Neither Kerr-McGee nor AEP shall not, after the Effective Date hereof, sell, convey, option or contract to do any of the foregoing or otherwise convey, abandon, relinquish, cloud or encumber title to the Grant and Frontier Parcel or any part thereof or contract to do any of the foregoing in a manner which would survive delivery of the special warranty deed. AEP shall be responsible for all real and personal property taxes on the Grant and Frontier Parcel, prorated to the date of

delivery of the special warranty deed based on the most recent assessed valuations and mill levy available, which proration shall be deemed a final settlement between the parties.

- (ii) AEP hereby agrees to grant to the Town a right of first refusal to acquire approximately fifteen (15) acres of real property generally located at the southeast corner of Colorado Boulevard and Pine Cone Avenue and west of the McGavin Well Pad (the "Pine Cone Parcel") as generally depicted on Exhibit B, subject to the terms and conditions specified herein.

Right of First Refusal. For a period of five years from the date of execution of this Agreement, AEP will not sell the Pine Cone Parcel, or any part thereof, without first offering it to the Town for purchase. The right of first refusal granted to the Town shall be honored by AEP and exercised in the following manner:

(1) If, during the period of the right of First Refusal, AEP receives a third-party offer to purchase or otherwise acquire title to the Pine Cone Parcel, or any part thereof, any contract which may be entered into between AEP and such purchaser shall specifically provide that the transaction shall be subject to the right of first refusal set forth in this Agreement.

(2) In the event that AEP enters into such contract with a third-party purchaser, the Town shall have the prior right to purchase and acquire title to the Pine Cone Parcel, or the portion thereof described in such contract, upon the same terms and conditions as therein provided or, at the Town's option, for cash.

(3) AEP shall submit to the Town a term sheet, containing the same terms and conditions as the purchase and sale contract with the third-party purchaser. If, after the receipt of such documents, the Town shall fail to exercise the Town's right of first refusal by signing and returning to AEP within thirty (30) days of receipt, a signed copy of a contract, together with the earnest money payment therein provided, AEP shall have the right to conclude the proposed sale and conveyance on the same terms and conditions, and no other, as in a contract reflective of the term sheet with the bona fide third-party purchaser.

(4) The Town's failure to exercise the Town's right of first refusal, or the Town's written disclaimer of such right, shall be deemed a waiver and cancellation of such right of first refusal if the proposed sale and conveyance to the same bona fide third party purchaser is consummated. If the proposed sale and conveyance to the same bona fide third-party purchaser is not consummated, the right of first refusal herein set forth shall not be deemed waived or cancelled, but shall remain in full force and effect.

(5) If any offer made by AEP according to the terms and conditions herein stated is rejected or is allowed to expire without acceptance by

the Town, the Town agrees, within 10 days after receipt of a written request from AEP, to give to AEP or to any third person AEP shall designate, a written statement properly signed and acknowledged in recordable form that: i) an offer has been made by AEP in accordance with the terms and conditions of this Agreement, together with disclosure of the offering price and the terms and conditions of a proposed sale; ii) said offer has been rejected by the Town or has been allowed to expire; and AEP or any designated third person may rely upon such statement by the Town as evidence of the submission and rejection or expiration of a valid offer made to the Town pursuant to and in accordance with this Agreement.

(6) This right of first refusal shall apply to all transactions involving a conveyance of title to the Pine Cone Parcel, or any portion thereof, including but not limited to a purchase, an exchange, or any other transfer of an interest in the Pine Cone Parcel for consideration, other than a lease of no more than three years' duration.

Exempt Transfers. The parties agree that a transfer of the Pine Cone Parcel, or any portion thereof, shall be made only after compliance with all of the provisions of this Agreement, except that the following transfers shall be exempt from the terms and conditions of this Agreement to the extent herein provided and subject to all the other terms and conditions of this Agreement:

(1) A transfer to one or more corporations, partnerships, limited liability companies, trusts, or other entities in which AEP or AEP's heirs, successors, or assigns have sufficient control to be able to cause said entities at any time to transfer the Pine Cone Parcel or portion thereof to the Town and fulfill the other obligations of AEP under the terms and conditions of this Agreement; further, AEP's covenants that during the existence of this Agreement, AEP or AEP's heirs, successors, or assigns will continue to retain sufficient control of said entities to be able to cause said entities to transfer the Pine Cone Parcel or portion thereof, as aforesaid, and to fulfill all of AEP's obligations under this Agreement; and all certificates evidencing ownership of said entities shall be issued bearing a notation thereon that the transfer thereof is restricted and subject to the terms and conditions of this Agreement.

(2) A transfer by foreclosure or deed in lieu of foreclosure to any bona fide mortgagee or deed of trust beneficiary holding a first or second lien on the Pine Cone Parcel, provided that any subsequent sale and conveyance of the Pine Cone Parcel or any part thereof by such lien or shall be restricted and subject to the terms and conditions of this Agreement.

(3) If an exempt transfer is made, the transferee(s) shall be bound by all the covenants, terms, and conditions of this Agreement to the same extent as AEP.

Term. All rights and interests herein created and set forth in this Agreement shall

remain in existence and shall constitute a valid encumbrance upon the Pine Cone Parcel for a term of five (5) years, commencing on the Effective Date; except that the same shall be extinguished by the occurrence of any one or more of the following events:

(1) a sale of the entire Pine Cone Parcel to the Town pursuant to the exercise of the right of first refusal, as herein provided, and upon compliance by AEP with all of the terms and conditions of this Agreement; or

(2) a sale of the entire Pine Cone Parcel to any person other than the Town or those persons mentioned in exempt transfers above pursuant to and upon compliance by AEP with all of the terms and conditions of this Agreement.

Binding Effect. This right of first refusal shall be binding upon, and inure to the benefit of, the parties and their respective heirs, assigns, legal representatives, and successors.

5. **Submissions to the COGCC.** Provided that they are in conformity with the terms of this Agreement, the Town will not object to any of Kerr-McGee's submissions to the COGCC pertaining to the Identified Well Pads and the wells located thereon. Furthermore, upon Town approval of operations pertaining to a new well, Town will promptly notify the COGCC in writing that the Town has approved such operations under its land use review procedures and pursuant to this Agreement.

ARTICLE III. OTHER PROVISIONS

1. **No Waiver of Rights.** The Parties acknowledge and agree that this Agreement will not be used as evidence that either Party has waived any rights to assert its claims concerning the validity of Firestone's land use authority or jurisdiction or Kerr-McGee's rights to develop its mineral resources. Nothing herein will be construed as an admission by either Party of any legal right or obligation.

2. **Force Majeure.** Neither Party will be liable for any delay or failure in performing under this Agreement in the event and to the extent that the delay or failure arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal), or inability to obtain permits, licenses, consents, easements, or rights-of way. If any Party is rendered, wholly or in part, unable to carry out its obligations under this Agreement due to any such force majeure event, it is agreed that, upon the affected Party's giving notice and a description of such delay in reasonable detail in writing to the other Party as soon as reasonably possible after the occurrence of the causes relied on, the obligation of the Party giving such notice, so far as it is affected by such condition or event, will be suspended and any time periods will be extended for a period equal to the period of the continuance of the event or condition.

3. Authority to Execute Agreement. Each Party represents that it has the full right and authority to enter into this Agreement.

4. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Colorado without reference to its conflicts of law's provisions.

5. No Third-Party Beneficiaries. This Agreement is not intended to, and does not, create any right, benefit, responsibility or obligation that may be enforced by any non-party. Additionally, nothing in this Agreement will entitle any third party to any claims, rights or remedies of any kind.

6. Notices. All notices and other correspondence related to this Agreement will be in writing and will be delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the Party as indicated below. A Party may change its designated representative for notice purposes at any time by written notice to the other Party. The initial representatives of the Parties are as follows:

Firestone: Town of Firestone
151 Grant Ave
P.O. Box 100
Firestone, Colorado 80520
Attn: Town Manager
Telephone: 303.833.3291
Fax: 303.833.4863
Email: []

Kerr-McGee: Kerr-McGee Oil & Gas Onshore LP
1099 18th Street, Suite 1800
Denver, CO 80202
Attn: Danielle Piernot
Telephone: 720-929-6157
Fax:
Email: danielle_piernot@oxy.com

AEP: Anadarko E&P Onshore LLC
1099 18th Street, Suite 1800
Denver, CO 80202
Attn: Surface Land Manager
Telephone: 720-929-6026
Fax:
Email: Don_Jobe@oxy.com

With a copy to:

Robert C. Mathes

Managing Counsel – Rockies
Telephone: 720-929-4326
Email: Robert_Mathes@Oxy.com

7. **No Presumption.** The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

8. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect. In the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws. If any section, paragraph, provision, or portion thereof of this Agreement is held by any Court to be void and/or unenforceable for any reason, such section, paragraph, provision, or portion thereof shall be excised from the Agreement and shall be replaced with terms and provisions that are most consistent with, and which reflect, the Parties' intention. All remaining sections, paragraphs, provisions, or portions thereof shall remain in full force and effect.

9. **Dispute Resolution.** If either Party believes that the other Party has violated any provision of this Agreement, the Party claiming that a violation has occurred will send written notice to the other Party, identifying the violation and invoking the dispute resolution process in this Section. Upon receiving such written notice, the other Party will have thirty (30) calendar days to remedy the alleged violation, unless such violation involves operations at a well pad site, in which case the time period will be ten (10) days. If the other Party denies the alleged violation, then the Parties will meet to resolve the alleged violation within ten (10) or thirty (30) calendar days (as the case may be) of the date of delivery of the initial written notice. If a resolution of the matter cannot be achieved at the meeting, both Parties agree to make a reasonable effort to work through and with a mutually acceptable mediator to attempt to resolve the dispute. Notwithstanding the foregoing, if either Party believes that the dispute will not otherwise be resolved in a sufficiently prompt and effective manner, such Party may, at its discretion, institute a legal proceeding in a court of proper jurisdiction to seek appropriate remedies. Such remedies may include, without limitation, an injunction to stop an alleged violation or an order requiring the performance of all acts and things required by the Agreement. Provided, however, that no such legal proceeding will be initiated for a period of at least thirty (30) calendar days after delivery of the initial written notice.

10. **Amendments to Agreement.** No changes, alterations or modifications to any of the provisions hereof will be effective unless contained in a written agreement signed by both Parties.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by a duly authorized representative on the day and year first above written.

FIRESTONE:

THE TOWN OF FIRESTONE

By: _____
Name: _____
Title: _____
Date: _____

KERR-MCGEE:

Kerr-McGee Oil & Gas Onshore LP

By: DocuSigned by: Danielle Piernot
DCFTAB1984DC497...
Name: Danielle Piernot
Title: Regulatory Affairs Director
Date: 3/29/2021

Anadarko E&P Onshore LLC

By: DocuSigned by: David J. Woest
794A124B0778445...
Name: David J. woest
Title: Attorney-in-fact
Date: 3/29/2021

EXHIBIT A
OPERATIONAL STANDARDS FOR IDENTIFIED WELL PADS

1. Odor Mitigation: Kerr-McGee will suppress odors, to the maximum extent practicable, through the use of closed loop systems. Odor emissions from Well Pads must be controlled as soon as reasonably practicable with utmost diligence and dispatch. Kerr-McGee will minimize odors by proactively addressing citizen concerns within 24 hours. Kerr-McGee will add additives to drilling fluids to minimize odors using natural odor neutralizing compounds, not masking agents. In order to meet the provisions of this section, Kerr-McGee will implement the following measures:

- A. Utilization of certain additives to drilling mud to neutralize odors using a specific designed blend of essential oils from natural plant extracts;
- B. Continue to evaluate different additive formulations that have the potential to better suppress odors, including but not limited to non-diesel-based additives;
- C. During flowback and well completions, utilize closed-loop green completion techniques to the maximum extent practicable to minimize emissions and the flaring of natural gas;
- D. Wiping down the drill pipe, to the extent practicable without creating a safety hazard or unsafe work condition, each time that the drilling operation “trips” out of the hole; and
- E. Drill cuttings, while temporarily on location, will be run through a centrifugal dryer to remove residual drilling fluid to the maximum extent practical prior to transportation for disposal.

2. Noise Mitigation. To reduce the noise effects on the Town and its residents during drilling, and to provide cost benefits to Kerr-McGee, all permanent equipment with engines or motors that can be electrified will be electrified from the power grid. Additionally,

- A. Kerr-McGee agrees to use the quiet completion technology substantially similar to that utilized by Halliburton or Liberty on all well sites for completion operations;
- B. Kerr-McGee will install sound walls during the drilling and completion of the Wells. The location of the sound walls will be mutually agreed upon by Kerr-McGee and the Town.

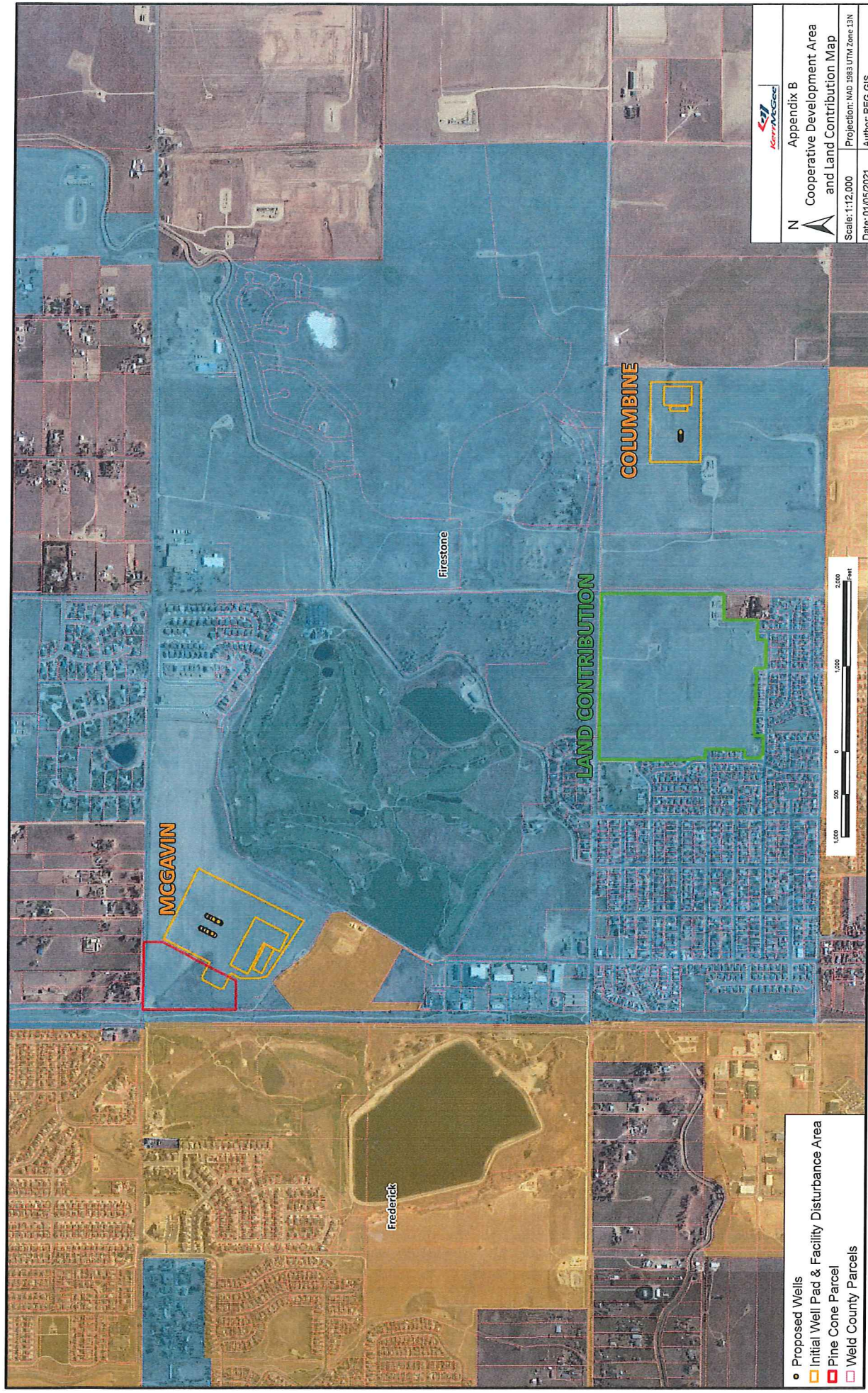
- C. Kerr-McGee will develop and implement in consultation with the Town a Noise Mitigation and Monitoring Plan that provides for continuous monitoring from four (4) sides of the facility at least 350 feet from the sound wall where possible provided that approval from surrounding surface owners can be obtained. The plan should identify site-specific noise mitigation techniques such as dirt moving to attenuate noise, and source-based noise mitigation. Kerr-McGee will share all information and reports from such monitoring and modeling with the Town.

3. Lighting. Kerr-McGee will install down cast lighting or some other form of lighting that mitigates light pollution and spill-over onto adjacent properties; provided, however, that Kerr-McGee may still use lighting that is necessary for public and occupational safety.

4. Road Repairs. The Parties recognize that truck traffic accessing the Identified Well Pads may cause damage to Firestone roads and that road repairs may be needed to mitigate such damage. Kerr-McGee will arrange for a qualified outside consultant to perform a road impact study for all Firestone roads that are used to access an Identified Well Pad during the Term. The consultant will conduct the first part of the study prior to Kerr-McGee's drilling phase of operations at such Identified Well Pad and the second part of the study after Kerr-McGee completes all drilling, completions, and reclamation activities at such Identified Well Pad. The Parties will use these studies to determine the extent of any damage accruing to the road during the study period. Kerr-McGee will then promptly pay proportionate share to Firestone to repair such damage or else arrange and pay the cost of such repairs itself based on Firestone's preference.

5. Drilling Pipe and other Large Tubulars Loading. Kerr-McGee will make all attempts possible to avoid loading large tubulars between 10:00 pm and 7:00 am Mountain Time.

EXHIBIT B
COOPERATIVE DEVELOPMENT AREA AND LAND CONTRIBUTION MAP



- Proposed Wells
- Initial Well Pad & Facility Disturbance Area
- Pine Cone Parcel
- Weld County Parcels



Appendix B
Cooperative Development Area
and Land Contribution Map

N

Scale: 1:12,000
Projection: NAD 1983 UTM Zone 13N
Date: 01/05/2021
Author: REG GIS

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 10.d

Discussion/Action

Meeting Date: April 14, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-46: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FORTRESS DEVELOPMENT SOLUTIONS, LLC, FOR GRADING SERVICES FOR THE ST VRAIN WATER TREATMENT PLANT'S SALT WATER DISPOSAL INJECTION WELL

SUMMARY

The St. Vrain Water Treatment Plant will utilize a Reverse Osmosis treatment process. This intensive filtration results in approximately 10% of the water run through the plant being rejected as a result of very concentrated elements of materials, mostly salts, that are not desirable in the finished treated water. There are essentially three ways to dispose of this reject brine; 1) sending it to a wastewater treatment plant for further treatment and dilution, 2) sending it to a lined storage pond to allow the water to evaporate naturally, or 3) to dispose of the brine by injecting it into a deep lens of porous rock located below any aquifers. The volume of reject the facility will generate at ultimate build-out makes 1 and 2 impractical, so the Town has chosen to proceed with option 3 and develop a deep injection well. The type of well to be built requires a permit from the USEPA, which the Town has secured. The Town has hired New IPT, Inc. to design the well and related facilities. The well will be approximately 11,000 feet deep, and the construction of the facility will be completed in three construction contracts; 1) Pad Grading, 2) Well Drilling, and 3) Pump Station Design/Build. Although there are other industries that have used these types of injection well for many years, this will be only the third project of its type in Colorado used for brine disposal from a municipal water treatment plant. The two other projects were for Sterling and the East Cherry Creek Valley Water and Sanitation District. IPT was involved in the East Cherry Creek project as well. Most of these types of well systems are very specialized types of work constructed in the private sector, which has significantly different contracting practices and requirements than do municipal construction contracts, and many of the companies that provide these services simply are not willing to enter into a municipal contract. IPT has developed a list of potential qualified contractors that were willing to use the municipal contracts, so all three of these projects were bid by invitation only.

Pad grading for the injection well facility will be performed in two phases. Phase 1 will be to create a large pad for the drilling of the injection well. After this pad is completed and the well has been drilled, the Phase 2 work will involve building a permanently elevated pad for the injection facility pump station. To avoid the expense of imported fill material, the Town took advantage of the large parcel and will construct a large stormwater detention pond on the property that will detain developed runoff from the contributing basin and discharge it at a controlled rate that can be conveyed by the existing downstream drainage improvements. Because none of those improvements are adequate to convey 100-yr historic runoff rates, the detention pond precludes the need for further downstream improvements and generates all of the fill material needed for the construction of these pads. Although the grading work is fairly common, the details of the construction of the pads are a little more specialized work so IPT provided us with a recommendation to invite five contractors they have worked with previously on pad construction projects. The Town received two qualified bids, with the low bidder being Fortress Development Solutions, LLC.

HISTORY AND PREVIOUS BOARD ACTION

On March 25, 2020, the Board approved Resolution 20-39, adopting the Firestone 2020-2050 Water Action Plan.

On May 27, 2020, the Board approved Resolution 20-56 awarding the construction contract for the St Vrain Water Treatment Plant to IWS.

RECOMMENDATION

Staff recommends the Board approve the attached resolution awarding the construction contract for the Firestone Drilling and Injection Pad Earthwork (W2021-9545) to Fortress Development Solutions, LLC and authorize the Mayor to execute the contract.

ALTERNATIVES

NA

ATTACHMENTS

1. Resolution 21-46 Fortress Development Solutions Contract
2. W2021-9545 Grading Agreement
3. EXHIBIT
4. SECTION 00510 NOTICE OF AWARD (W2021-9545)

FINANCIAL CONSIDERATIONS

The contract amount is \$192,564.68 and will be paid from the Water Fund.

RESOLUTION NO. 21-46

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE
TOWN OF FIRESTONE AND FORTRESS DEVELOPMENT SOLUTIONS, LLC,
FOR GRADING SERVICES FOR THE ST VRAIN WATER TREATMENT
PLANT'S SALT WATER DISPOSAL INJECTION WELL**

WHEREAS, the Town of Firestone ("Town") is in need of grading services for the drilling pad and the pump station pad associated with the St. Vrain Water Treatment Plant's Salt Water Disposal Injection Well; and

WHEREAS, the Town issued Requests for Proposals for such services and upon review of the submittals selected Fortress Development Solutions, Inc., as the lowest responsive qualified bidder.

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

The Agreement between the Town of Firestone and Fortress Development Solutions, Inc., for grading services for the St. Vrain Water Treatment Plant's Salt Water Disposal Injection Well 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 _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SECTION 00520

AGREEMENT

Firestone Drilling and Injection Facility Pads, Project No. W2021-9545

THIS AGREEMENT is by and between Town of Firestone ("Owner") and
 ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Two phase construction of a drilling pad and a final grade injection pad, with construction of detention ponds as per drawings including in this bid package.

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Prepare a pad for accommodating a drilling rig to drill a deep injection well, and then move earth to construct the pad on which injection facilities will be constructed. This project has two phases, first the drilling pad and then the injection pad. It will be impractical to store earthmoving equipment on site between stages, so this work involves two mobilizations/demobilizations of equipment. At the end of the second phase, any topsoil will be spread on non-facility areas in the disturbance and seeded.

Drawings contain project details and Contractor has had adequate time to clarify details.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by the Town of Firestone. New IPT Inc (Engineer), shall act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

Phase I, the drilling pad, shall be completed within 20 days after the date when the Contract Times commence to run as provided in the General Conditions. Phase II shall be completed within 30 days of an order to commence Phase II given by the Engineer.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner one thousand four hundred dollars (\$1,400.00) for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner one thousand four hundred dollars (\$1,400.00) for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
- B.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01 A below:

- A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment each month, for the previous months work, during performance of the Work as provided in Paragraph 6.02 A 1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07 A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02 B 5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. If the engineer is satisfied that the Project has been completed and the contractor has fulfilled all obligations under the Contract Documents, the Engineer will recommend payment and present the Application for Payment to the Owner. Thereupon the engineer will give written notice to the Owner and the Contractor that the Project is acceptable subject to continuing obligations under the Contract Documents. Otherwise the Engineer will return the Application for Payment to the Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application for Payment. All prior partial estimates and progress payments shall be subject to correction in the final estimate and payment. If the Application for Payment and accompanying documentation are appropriate as to form and substance, the Owner shall, within 30 days after receipt thereof, cause publication to commence of Notice of Final Settlement in accordance with the Owner's statutory requirements. In the event no claims are made against the Contractor in response to said publication, the Owner shall pay the Contractor the amount of final payment recommended by the Engineer in accordance with the Notice of Final Settlement. In the event claim(s) are made against the Contractor, the Owner shall withhold double the amount of any asserted claim(s) against the Contractor until said claims have been resolved; however, the Owner shall pay the Contractor the balance of the final payment. The acceptance by the contractor of the final payment shall operate as and shall be a release to the Owner from all claims or liability arising from the construction of the Project under the Contract Documents.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1.0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data", and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data".
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations and documents on (1) the cost, progress and performance of the Work; (2) the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01 E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor shall perform no less than 50% of the work with their own forces.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).

2. Performance bond.
 3. Payment bond.
 4. General Conditions.
 5. Supplementary Conditions.
 6. Specifications as listed in the Firestone SWD #1 Well Construction Specifications document.
 7. Copy of the EPA Permit (once final)
 8. Copy of the EPA Ground Water Section Guidance No. 34
 9. Addenda (numbers 0 to 0, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and

moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on .

OWNER:

Town of Firestone

By: _____

Title: Mayor

Attest: _____

Title: Town Clerk

Address for giving notices:

151 Grant Avenue

P.O. Box 100

Firestone, CO 80520

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

SECTION 00510
NOTICE OF AWARD

Date: April 14, 2021

Project: Firestone Drilling and Injection Pad Earthwork

Owner: Town of Firestone

Owner's Contract No.: W2021-9545

Contract: Construction Services

Bidder: Fortress Development Solutions, LLC

Bidder's Address: 3050 67th Ave., Suite 100

Greeley, CO 80634

You are notified that your Bid dated March 30, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Firestone Drilling and Injection Pad Earthwork.

The Contract Price of your Contract is \$ 192,564.68 .

Three (3) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Two (2) of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01) and Supplementary Conditions (Paragraph SC-5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: Town of Firestone

By: _____
Mayor

Copy to Engineer

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 10.e

Discussion/Action

Meeting Date: April 14, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-47: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HYDRO RESOURCES – ROCKY MOUNTAIN, INC. FOR DRILLING AND WASTEWATER INJECTION WELL SYSTEM SERVICES FOR THE ST VRAIN WATER TREATMENT PLANT'S SALT WATER INJECTION WELL FACILITY

SUMMARY

The St. Vrain Water Treatment Plant will utilize a Reverse Osmosis treatment process. This intensive filtration results in approximately 10% of the water run through the plant being rejected as a result of very concentrated elements of materials, mostly salts, that are not desirable in the finished treated water. There are essentially three ways to dispose of this reject brine; 1) sending it to a wastewater treatment plant for further treatment and dilution, 2) sending it to a lined storage pond to allow the water to evaporate naturally, or 3) to dispose of the brine by injecting it into a deep lens of porous rock located below any aquifers. The volume of reject the facility will generate at ultimate build-out makes 1 and 2 impractical, so the Town has chosen to proceed with option 3 and develop a deep injection well. The type of well to be built requires a permit from the USEPA, which the Town has secured. The Town has hired New IPT, Inc. to design the well and related facilities. The well will be approximately 11,000 feet deep, and the construction of the facility will be completed in three construction contracts; 1) Pad Grading, 2) Well Drilling, and 3) Pump Station Design/Build. Although there are other industries that have used these types of injection well for many years, this will be only the third project of its type in Colorado used for brine disposal from a municipal water treatment plant. The two other projects were for Sterling and the East Cherry Creek Valley Water and Sanitation District. IPT was involved in the East Cherry Creek project as well. Most of these types of well systems are very specialized types of work constructed in the private sector, which has significantly different contracting practices and requirements than do municipal construction contracts, and many of the companies that provide these services simply are not willing to enter into a municipal contract. IPT has developed a list of potential qualified contractors that were willing to use the municipal contracts, so all three of these projects were bid by invitation only.

The Town invited two companies with experience drilling and completing wastewater injection well systems. Only one of the contractors submitted a bid, that being Hydro Resources – Rocky Mountain, Inc. In fact, the other potential bidder has chosen to sub-contract with Hydro Resources on the project. Hydro Resources is one of the larger companies in this field and offers a wide array of services. Hydro Resources has actually worked for the Town previously and was the drilling contractor for the Gould Vertical Alluvial Wells. Hydro Resources was also the drilling contractor for the East Cherry Creek project. The drilling contract includes drilling and completing the well. Their work will start after the well pad is completed. When finished, they will have installed a wellhead that will be connected to by the pump station design/build contractor. IPT will oversee all aspects of this work for the Town.

HISTORY AND PREVIOUS BOARD ACTION

On March 25, 2020, the Board approved Resolution 20-39, adopting the Firestone 2020-2050 Water Action Plan.

On May 27, 2020, the Board approved Resolution 20-56 awarding the construction contract for the St Vrain Water Treatment Plant to IWS.

RECOMMENDATION

Staff recommends the Board approve the attached resolution awarding the construction contract for the Firestone SWD #1 - Injection Well (W2021-9543) to Hydro Resources - Rocky Mountain, Inc. and authorize the Mayor to execute the contract.

ALTERNATIVES

NA

ATTACHMENTS

1. Resolution 21-47 Hydro Resources Rocky Mountain Contract
2. W2021-9543 Drilling Agreement
3. EXHIBIT
4. SECTION 00510 NOTICE OF AWARD (W2021-9543)

FINANCIAL CONSIDERATIONS

The contract amount is \$4,187,006.00 and will be paid from the water fund.

RESOLUTION NO. 21-47

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND HYDRO RESOURCES – ROCKY
MOUNTAIN, INC. FOR DRILLING AND WASTEWATER INJECTION
WELL SYSTEM SERVICES FOR THE ST VRAIN WATER TREATMENT
PLANT’S SALT WATER INJECTION WELL FACILITY**

WHEREAS, the Town of Firestone (“Town”) is in need of drilling and completion of wastewater injection well systems for the St. Vrain Water Treatment Plant’s Salt Water Disposal Injection Well; and

WHEREAS, the Town issued Requests for Proposals for such services and upon review selected Hydro Resources – Rocky Mountain, Inc., as the lowest responsive qualified bidder.

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

The Agreement between the Town of Firestone and Hydro Resources – Rocky Mountain, Inc., for drilling and completion of wastewater injection well systems for the St. Vrain Water Treatment Plant’s Salt Water Disposal Injection Well 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 _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SECTION 00520

AGREEMENT

Firestone Injection Well, Project No. W2021-9543

THIS AGREEMENT is by and between Town of Firestone ("Owner") and
 ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The contract provides for the drilling, completion, testing and start of operations of an injection well for reverse osmosis reject water. **ALL WORK MUST COMPLY WITH EPA PERMIT NUMBER CO12413-00000. This permit is included in the bid documents.**

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows and is contingent upon Owner's receipt of the Final Permit from the EPA:

Drill, construct and test Firestone SWD 1

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by New IPT Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Days to Achieve Substantial Completion and Final Payment*

This project will be completed within 90 days after the date when the Contract Times commence to run as provided in the General Conditions and completed and ready for final payment in accordance with the General Conditions within 110 days after the date when the contract Times commence to run. Work can be sequenced and planned as

needed and desired by the selected contractor in order to meet their needs and schedules as long as the completion dates set forth are maintained.

4.03 *Liquidated Damages*

A. Not Used

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01 A below:

A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment each month, for the previous months work, during performance of the Work as provided in Paragraph 6.02 A 1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07 A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage); and

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02 B 5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. If the engineer is satisfied that the Project has been completed and the contractor has fulfilled all obligations under the Contract Documents, the Engineer will recommend payment and present the Application for Payment to the Owner. Thereupon the engineer will give written notice to the Owner and the Contractor that the Project is acceptable subject to continuing obligations under the Contract Documents. Otherwise the Engineer will return the Application for Payment to the Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application for Payment. All prior partial estimates and progress payments shall be subject to correction in the final estimate and payment. If the Application for Payment and accompanying documentation are appropriate as to form and substance, the Owner shall, within 30 days after receipt thereof, cause publication to commence of Notice of Final Settlement in accordance with the Owner's statutory requirements. In the event no claims are made against the Contractor in response to said publication, the Owner shall pay the Contractor the amount of final payment recommended by the Engineer in accordance with the Notice of Final Settlement. In the event claim(s) are made against the Contractor, the Owner shall withhold double the amount of any asserted claim(s) against the Contractor until said claims have been resolved; however, the Owner shall pay the Contractor the balance of the final payment. The acceptance by the contractor of the final payment shall operate as and shall be a release to the Owner from all claims or liability arising from the construction of the Project under the Contract Documents.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1.0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data", and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data".

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations and documents on (1) the cost, progress and performance of the Work; (2) the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01 E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor shall perform no less than 50% of the work with their own forces.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the Firestone SWD #1 Well Construction Specifications document.
 - 7. Copy of the EPA Permit (once final)
 - 8. Copy of the EPA Ground Water Section Guidance No. 34
 - 9. Addenda (numbers 0 to 0, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid.
- b. Documentation submitted by Contractor prior to Notice of Award.

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Orders.

B. The documents listed in Paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof

with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on .

OWNER:

Town of Firestone

By: _____

Title: Mayor

Attest: _____

Title: Town Clerk

Address for giving notices:

151 Grant Avenue

P.O. Box 100

Firestone, CO 80520

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

SECTION 00510
NOTICE OF AWARD

Date: April 14, 2021

Project: Firestone SWD #1 – Injection Well	
Owner: Town of Firestone	Owner's Contract No.: W2021-9543
Contract: Construction Services	
Bidder:	Hydro Resources – Rocky Mountain, Inc.
Bidder's Address:	13027 County Road 18, Unit A
	Fort Lupton, CO 80621

You are notified that your Bid dated March 26, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Firestone SWD #1 – Injection Well.

The Contract Price of your Contract is \$ 4,187,006.00 .

Three (3) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Two (2) of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01) and Supplementary Conditions (Paragraph SC-5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: Town of Firestone

By: _____
Mayor

Copy to Engineer

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 10.f

Discussion/Action

Meeting Date: April 14, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-48: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND POWER SERVICE, INC., FOR PUMP STATION DESIGN BUILD SERVICES FOR THE ST VRAIN WATER TREATMENT PLANT'S SALT WATER DISPOSAL INJECTION WELL

SUMMARY

The St. Vrain Water Treatment Plant will utilize a Reverse Osmosis treatment process. This intensive filtration results in approximately 10% of the water run through the plant being rejected as a result of very concentrated elements of materials, mostly salts, that are not desirable in the finished treated water. There are essentially three ways to dispose of this reject brine; 1) sending it to a wastewater treatment plant for further treatment and dilution, 2) sending it to a lined storage pond to allow the water to evaporate naturally, or 3) to dispose of the brine by injecting it into a deep lens of porous rock located below any aquifers. The volume of reject the facility will generate at ultimate build-out makes 1 and 2 impractical, so the Town has chosen to proceed with option 3 and develop a deep injection well. The type of well to be built requires a permit from the USEPA, which the Town has secured. The Town has hired New IPT, Inc. to design the well and related facilities. The well will be approximately 11,000 feet deep, and the construction of the facility will be completed in three construction contracts; 1) Pad Grading, 2) Well Drilling, and 3) Pump Station Design/Build. Although there are other industries that have used these types of injection wells for many years, this will be only the third project of its type in Colorado used for brine disposal from a municipal water treatment plant. The two other projects were for Sterling and the East Cherry Creek Valley Water and Sanitation District. IPT was involved in the East Cherry Creek project as well. Most of these types of well systems are very specialized types of work constructed in the private sector, which has significantly different contracting practices and requirements than do municipal construction contracts, and many of the companies that provide these services simply are not willing to enter into a municipal contract. IPT has developed a list of potential qualified contractors that were willing to use the municipal contracts, so all three of these projects were bid by invitation only.

IPT developed a performance-based construction contract for the pump station and associated facilities. Because different system providers have their own standard facility provisions, the construction contract includes a detailed outline of the required operating and performance requirements for the injection facility and requires the successful contractor to perform and submit their own detailed designs for the facilities that satisfy those operating constraints. The contractor will design and build the pump station with controls and will also connect the station to the injection wellhead and to the brine disposal line from the water treatment plant. These injection pumping systems are generally low flow rate with extremely high operating pressures and are not typical municipal pump stations, and they are more prevalent in other industries that utilize these types of brine disposal wells. IPT provided the Town with a list of four qualified bidders for this work. The Town received two bids, though one was determined to be non-responsive and had to be rejected. The apparent low bidder is Power Service, which has an office in Frederick.

HISTORY AND PREVIOUS BOARD ACTION

On March 25, 2020, the Board approved Resolution 20-39, adopting the Firestone 2020-2050 Water Action Plan.

On May 27, 2020, the Board approved Resolution 20-56, awarding the construction contract for the St Vrain Water Treatment Plant to IWS.

RECOMMENDATION

Staff recommends the Board approve the attached resolution awarding the construction contract for the Firestone SWD Injection Facilities (W2021-9542) to Power Service, Inc. and authorize the Mayor to execute the contract.

ALTERNATIVES

NA

ATTACHMENTS

1. Resolution 21-48 Power Service Contract
2. W2021-9542 Pump Station Agreement
3. EXHBIT
4. SECTION 00510 NOTICE OF AWARD (W2021-9542)

FINANCIAL CONSIDERATIONS

The contract amount is \$1,714,475.00 and will be paid from the Water Fund.

RESOLUTION NO. 21-48

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND POWER SERVICE, INC., FOR PUMP
STATION DESIGN BUILD SERVICES FOR THE ST VRAIN WATER
TREATMENT PLANT'S SALT WATER DISPOSAL INJECTION WELL**

WHEREAS, the Town of Firestone ("Town") is in need of professional design build services for a pump station and associated facilities for the St. Vrain Water Treatment Plant's Salt Water Disposal Injection Well; and

WHEREAS, the Town issued Requests for Proposals for such services and upon review of the submittals selected Power Service, Inc., as the lowest responsive qualified bidder.

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

The Agreement between the Town of Firestone and Power Services, Inc., for design build services for the St. Vrain Water Treatment Plant's Salt Water Disposal Injection Well 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 _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SECTION 00520
AGREEMENT

THIS AGREEMENT is by and between Town of Firestone ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The contract provides for street improvements on Wooster Avenue from First Street to Fourth Street. The improvements are approximately 1,650 linear feet long and include removing and replacing portions of existing curb, gutter and sidewalk, intersection cross-pans and roadway asphalt.

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Town of Firestone SWD Injection Facilities

ARTICLE 3 – ENGINEER

- 3.01 The Project has been specified by New IPT Inc (Engineer), which is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- #### 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- #### 4.02 Days to Achieve Substantial Completion and Final Payment

This project will be completed by the substantial and final completion dates of June 30th, 2021 and commissioned by August 31st, 2021. Work can be sequenced and planned as needed and desired by the selected contractor in order to meet their needs and schedules as long as the completion dates set forth are maintained.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner one thousand four hundred dollars (\$1,400.00) for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner one thousand four hundred dollars (\$1,400.00) for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01 A below:

- A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 4th Wednesday of each month, for the previous months work, during performance of the Work as provided in Paragraph 6.02 A 1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07 A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the

character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02 B 5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1.0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data", and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data".
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the

effect of such information, observations and documents on (1) the cost, progress and performance of the Work; (2) the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01 E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor shall perform no less than 50% of the work with their own forces.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Specifications as described in the Injection Facilities Specifications document.
 - 8. Addenda (numbers 0 to 0, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on .

OWNER:

Town of Firestone

By: _____

Title: Mayor

Attest: _____

Title: Town Clerk

Address for giving notices:

151 Grant Avenue

P.O. Box 100

Firestone, CO 80520

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

SECTION 00510
NOTICE OF AWARD

Date: April 14, 2021

Project: Firestone SWD Injection Facilities		
Owner: Town of Firestone		Owner's Contract No.: W2021-9542
Contract: Construction Services		
Bidder:	Power Service, Inc.	(Local Office)
Bidder's Address:	5625 Chapman Place	8413 Rowe Place
	Casper, WY 82604	Frederick, CO 80504

You are notified that your Bid dated March 23, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Firestone SWD Injection Facilities.

The Contract Price of your Contract is \$ 1,714,475.00 .

Three (3) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Two (2) of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01) and Supplementary Conditions (Paragraph SC-5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: Town of Firestone

By: _____
Mayor

Copy to Engineer

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 10.g

Discussion/Action

Meeting Date: April 14, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-49: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CHANGE ORDER REGARDING THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HUDICK EXCAVATING, INC., REGARDING THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY PROJECT

SUMMARY

During the course of the work, the construction contractor (HEI) encountered some soils that were unsuitable for backfill of the trench for the 42" RCP pipe that will fill the reservoir. As the trenching began, we encountered what we believe to be an old topsoil stockpile leftover from the prior gravel mining operation that had been covered up as part of the reclamation of the site. This material has too many organics and clays to be suitable, and we had to import fill material to replace it.

The contractor also encountered subgrade materials that were unsuitable in that same pipeline trench and under the planned foundation for the irrigation pump station. One corner of the irrigation pump station ended up being over the former sediment pond used as part of the mining operation, which required we move the building 20' to the west. In both cases, the contractor had to apply more stabilizing rock than was anticipated.

The final change was one that the Town directed HEI to make. The Town has decided to construct a detention pond on a large portion of the Gould property to reduce stormwater runoff into the adjacent properties between us and the St. Vrain River. The design of that detention pond extended across a portion of the pipeline's alignment that we will use to convey water from Reservoir No. 1 to the St. Vrain River, so we redesigned a portion of that pipeline to lower it to go under the pond. That change added a few fittings some additional length to the pipeline.

The unsuitable materials were a change of conditions HEI could not have reasonably anticipated, and the contract allows for them to request additional compensation for the additional costs. The revision to the St Vrain pipeline's alignment was directed by the Town, and the contract also allows for HEI to be compensated for the additional expense. HEI submitted a Change Order Request for the additional expenses. We disputed about 1/3 of the costs that HEI had claimed in their original COR and provided them with our calculation for what we believed were more accurate quantities and unit prices, which they have agreed to. Change Order No. 1 to the HEI contract is attached for the Board's consideration and action.

HISTORY AND PREVIOUS BOARD ACTION

On September 23, 2020, the Board of Trustees approved Resolution 20-85 awarding the construction services contract for the Firestone Reservoir No. 1 Supply and Delivery Infrastructure project to Hudick Excavating, Inc.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution approving Change Order No. 1 to the construction contract with HEI and authorize the Mayor to execute it on behalf of the Town.

ALTERNATIVES

NA

ATTACHMENTS

1. Resolution 21-49 HEI CO 1
2. CO #1_2021.04.05 (signed by Stantec)

FINANCIAL CONSIDERATIONS

The change order increases the construction contract amount by \$101,993.10 and will be paid from the Water Fund.

RESOLUTION NO. 21-49

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A CHANGE ORDER REGARDING
THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HUDICK
EXCAVATING, INC., REGARDING THE FIRESTONE RESERVOIR NO. 1
SUPPLY AND DELIVERY PROJECT**

WHEREAS, the Town of Firestone ("Town") and Hudick Excavating, Inc., ("HEI") are requesting approval of a Change Order regarding the parties Agreement for the Firestone Reservoir No. 1 Supply and Delivery Infrastructure Project ("Project") for additional work requested by the Town and HEI's unforeseen costs related to unsuitable soils; and

WHEREAS, the additional work requested by the Town is for revisions to the alignment of one of the Project's pipelines to accommodate the future installation of a regional detention pond; and

WHEREAS, the additional work requested by HEI results from unanticipated stabilization, excavation, backfill, and dewatering costs related to unsuitable soils uncovered in portions of the Project, which could not have been reasonably foreseen.

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

The Change Order for the Firestone Reservoir No. 1 Supply and Delivery Infrastructure Project Agreement between the Town of Firestone and Hudick Excavating, Inc. is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Change Order on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

No. 1

DATE OF ISSUANCE	4/5/2021	EFFECTIVE DATE
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OWNER'S Contract No. W2020-0965

CONTRACTOR	HEI Civil	ENGINEER	Wenck, part of Stantec
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- 1.) Add Line Item 43-Trench Stabilization with units of CY. Unit Price equal to \$74/CY. Total quantity equal to 436-CY. Resulting line item total equal to \$32,264.00.
- 2.) Add Line Item 44-Suitable Imported Fill with units of Ton. Unit Price equal to \$15/Ton. Total quantity equal to 511-Ton. Resulting line item total equal to \$7,665.00.
- 3.) Add Line Item 45-Irrigation Pump Station Over-Excavation with units of CY. Unit Price equal to \$11/CY. Total quantity equal to 483-CY. Resulting line item total equal to \$5,313.00.
- 4.) Add Line Item 46-Stabilize Irrigation Pump Station Foundation with units of CY. Unit Price equal to \$74/CY. Total quantity equal to 275-CY. Resulting line item total equal to \$20,350.00.
- 5.) Add Line Item 47-Irrigation Pump Station Relocation Excavation with units of CY. Unit Price equal to \$11/CY. Total quantity equal to 516-CY. Resulting line item total equal to \$5,676.00.
- 6.) Add Line Item 48-Irrigation Pump Station Relocation Backfill with units of CY. Unit Price equal to \$14.30/CY. Total quantity equal to 516-CY. Resulting line item total equal to \$7,378.80.
- 7.) Add Line Item 49-Dewatering with units of Days. Unit Price equal to \$2,712.00/Day. Total quantity equal to 5-Day. Resulting line item total equal to \$13,560.00.
- 8.) Add Line Item 50-Relocate LG Everest dewatering line with units of LS. Unit Price equal to \$4,180.00. Total quantity equal to 1. Resulting line item total equal to \$4,180.00
- 9.) Add Line Item 51-Pipeline Staking with units of LS. Unit Price equal to \$726.30. Total quantity equal to 1. Resulting line item total equal to \$726.30.
- 10.) Increase Item 26-St. Vrain Delivery Pipeline Quantity by 40-LF at Unit Price \$122/LF. Resulting line item increase equal to \$4,880.00. Resulting line item total equal to \$422,730.00.

Total - Increases/Decreases Total Contract by \$101,993.10
Total - Increases/Decreases Contract Time by 0 days.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Time
\$ <u>7,016,948.45</u>	Substantial Completion: <u>365</u>
	Ready for final payment: <u>400</u> days or dates
Net changes from Previous Change Orders No. <u>0</u> to <u>0</u>	Net changes from previous Change Orders No. <u>0</u> to <u>0</u>
\$ <u>\$0.00</u>	<u>0</u> days
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$ <u>\$7,016,948.45</u>	Substantial Completion: <u>365</u>
	Ready for final payment: <u>400</u>
Net Increase of this Change Order	Net Increase-(decrease) of this Change Order
\$ <u>\$101,993.10</u>	<u>0</u> days
Contact Price with all approved Change Orders	Contract Times with all approved change Orders
\$ <u>\$7,118,941.55</u>	Substantial Completion: <u>365</u>
	Ready for final payment: <u>400</u>

By: _____
Contractor (Authorized Signature)

Date: _____

This **CHANGE ORDER**, when executed, constitutes a modification to the **CONTRACT**. The Contractor accepts this change order as full compensations for the additional work and any delays to the project caused by this **CHANGE ORDER**.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 10.h

Discussion/Action

Meeting Date: April 14, 2021

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Resolution 21-50: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BLUESCOPE CONSTRUCTION – GOVERNMENT SERVICES FOR THE PUBLIC WORKS FACILITY EXPANSION AND REMODEL PROJECT

SUMMARY

The current Public Works Facility lacks the means to adequately support the needs of the Staff working at the site. This project will improve the conditions of the existing building while adding necessary space for Staff to work efficiently. The existing building consists of approximately 12,250 sf. single story storage building with office, restroom, and break room area at the North end.

The Expansion and Remodel will be an addition of 8,000sf of shop area to the south of the existing building. On the north end, the existing office and restroom area will be reconfigured for larger restrooms, added offices, and an enlarged break room. The existing wood-framed mezzanine will be reconstructed in a larger area to include offices and general storage. In addition to the work being done on the existing building to address the issue of no sewer service to the Public Works Facility, as part of this project, we will be installing over 3,000 LF of sanitary sewer to connect the facility. This project will also include a Wash-bay that is necessary to be compliant with our MS4 permit when washing fleet units. It is also anticipated that Sanitary Sewer will be extended from the adjacent site.

This agreement will allow Town staff to begin construction of the Public Works Facility Expansion and Remodel.

BlueScope Construction has been in business since 1901 and specializes in structural design and construction of large industrial buildings utilizing a blend of pre-engineered and conventional steel structural systems. BlueScope Construction is part of Sourcewell. Sourcewell holds hundreds of competitively solicited contracts.

BlueScope Construction has successfully worked on multiple government and community projects, including El Paso County Storage Facility, Town of Mead Public Works Sand Storage Building, and Office Remodel.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approve Resolution authorizing execution of the said agreement and authorizing Staff to expend funds.

ALTERNATIVES

ATTACHMENTS

1. Resolution 21-50 (Bluescope Construction)
2. Public Works Facility Expansion and Remodel Construction Contract - BlueScope

FINANCIAL CONSIDERATIONS

Public Works Facility Expansion and Remodel	\$ 1,846,541.00
Sewer Line	\$ 1,141,037.00
Wash Bay	\$ 223,729.00
Temporary Office Trailer	\$ 10,202.00
	\$ 3,221,509.00
Owner Contingency	\$ 20,000.00
	\$ 3,241,509.00

RESOLUTION 21-50

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE
TOWN OF FIRESTONE AND BLUESCOPE CONSTRUCTION, REGARDING
THE PUBLIC WORKS FACILITY EXPANSION AND REMODEL PROJECT**

WHEREAS, the Town of Firestone ("Town") is in need of construction services for its Public Works Facility Expansion and Remodel Project ("Project"); and

WHEREAS, the Project involves the addition of 8,000sf of shop area to the south of the existing building and on the north end, reconfiguring the existing office and restroom area w for larger restrooms, added offices, and an enlarged break room, reconstructing the existing wood-framed mezzanine into a larger area to include offices and general storage, and installing over 3,000 LF of a sanitary sewer service to connect the facility; and

WHEREAS, BlueScope Construction is uniquely qualified and has the skill and experience to perform the required services for the Project.

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

The Construction Services Agreement between the Town of Firestone and BlueScope Construction 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 _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 151 Grant Avenue, P.O. Box 100, Firestone, Colorado 80520 (the "Town" or the "Owner"), and **BLUESCOPE CONSTRUCTION, INC. - GOVERNMENT SERVICES** an independent contractor with a principal place of business at 1540 Genessee Street, Kansas City, Missouri 64102 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

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

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

I. SCOPE OF WORK

A. Contractor shall complete all Work and perform all Services which are described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **Public Works Facility Expansion and Remodel Design (B2020-9106)**.

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

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

II. DESIGN PROFESSIONAL

This Project has been designed by: **Halcyon Design LLC**, who is hereinafter called DESIGN PROFESSIONAL and who is to act as FIRESTONE's representative, assume all duties and responsibilities and have the rights and authority assigned to DESIGN PROFESSIONAL in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed within 210 days of the Effective Date of this contract, and shall continue until Contractor completes the Scope of Services to the reasonable satisfaction of the Town, or until terminated as provided herein.

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

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

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **\$3,221,509.00** (the "Contract Price"). The Contract Price shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.

V. PAYMENT PROCEDURES

Contractor may submit Applications for Payment for completed work per the proposal attached in Exhibit A. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

VI. RESPONSIBILITY

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

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

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

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

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

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

VII. OWNERSHIP

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

VIII. INDEPENDENT CONTRACTOR

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

IX. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Construction Contract. At a minimum, Contractor shall procure and maintain, and shall cause

any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

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

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

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

X. INDEMNIFICATION

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

XI. WAIVER OF CONSEQUENTIAL DAMAGES

The Town and Contractor waive all rights against each for the recovery of consequential damages either party may have incurred.

XII. ILLEGAL ALIENS

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

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

C. Verification.

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

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

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

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

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

XIII. FORCE MAJEURE

Neither Party shall be liable for a delay in the performance of one or more of its obligations under the this Contract due to forces beyond its control, including, without limitation, strikes, epidemic, pandemic, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and COVID-19 infections in the United States or state or federal governmental orders or recommendations relating to COVID-19.

XIV. CONTRACT DOCUMENTS

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

- A. Exhibit to this Construction Contract:
 - 1. Exhibit A: BSC Proposal. Dated 3/26/2021
- B. Performance Bond and Labor & Material Payment Bond.

There are no Contract Documents other than those listed above in this Section XIII.

XV. CHANGE ORDERS

- A. A Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their agreement, as applicable, upon all of the following:
 - a. The scope of the change in the Work;
 - b. The amount of the adjustment to the Contract Price; and
 - c. The extent of the adjustment to the Contract Times(s).

-
- B. All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment such changes.

XVI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

NO EMPLOYEE AFFIDAVIT

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

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

March 26, 2021 Proposal



March 26, 2021

BlueScope Construction, Inc.
1540 Genessee Street
Kansas City, MO 64102
P.O. Box 419917
Kansas City, MO 64141
Telephone: 816.245.6000
Facsimile: 816.245.6099
www.bluescopeconstruction.com

Ms. Raelynn Ferrera
Town of Firestone
151 Grant Avenue
Firestone, CO 80520

RE: Public Works Building Addition Proposal
Firestone, CO

Dear Raelynn:

BlueScope Construction is pleased to present our proposal for the above referenced facility. Our history of service includes the successful completion of over 1,000 projects without termination, litigation or liquidated damages. We hope this type of service history will be part of the evaluation of each competitive offer as you review "best value" for this project. We look forward to offering our service to your agency for this new facility.

By purchasing this facility through the Sourcewell contract, you can buy the building and construction services without going through the traditional bid process, saving you time and money. Additionally, the design-build process is collaborative and ensures you get the facility you desire at the price you have funded. Under this offering, we provide a firm fixed price so you can avoid the high cost of multiple change orders. You'll still get the local execution on the project you desire along with factory-direct pricing on the building shell. You'll find this method is much easier than typical procurement methods and helps you avoid the pitfalls of the low bid process.

As General Contractor, BlueScope Construction is teaming with Baker Builders local builder in the role of Prime Subcontractor. As the prime subcontractor Baker Builders will be responsible for coordinating all local on-site vendors, trades and subcontractors. This is our typical project approach, utilizing local specialists known and trusted to perform at a high level of quality and service. We believe this approach will be the best value: national experience and oversight from BlueScope Construction and local presence and small business participation from Baker Builders.

We believe our proposal is the best value based on the following:

- BlueScope Construction is the **preeminent supplier** of pre-engineered buildings (PEB) with multiple North American manufacturing plants. BlueScope Buildings a member of the Metal Building Manufacturers Association, Design-Build Institute, and US Green Building Council.
- BlueScope Building PEB brands, including Varco Pruden Buildings, are the **world's most popular brands** with more total in-place square footage than any other manufacturer.
- As part of BlueScope Buildings, BlueScope Construction offers **factory-direct pricing** on the PEB at most favored customer pricing.
- BlueScope Construction is a **national contractor with** a direct connection to a local general contractor network giving you a **local presence and small business participation** on your project.
- Our **experienced team** has built over 1,000 government projects.
- We offer **unparalleled customer service** with more than 85% of our business each year from repeat customers.
- BlueScope Construction and BlueScope Buildings have **outstanding quality control** and the capability to build to the highest levels of construction performance.

For these and many other reasons noted throughout this proposal, we believe you will receive the best value building by utilizing BlueScope Construction. Attached are the Scope of Work, Schedule of Values, and proposal schedule to complete our proposal. Please note that this offer is based on a design-build solution and the Scope of Work defines the intent of our proposed offer to furnish and install this Project for the price listed on the Schedule of Values document as per our Sourcwell purchasing cooperative contract vehicle.

Thank you for your interest in our BlueScope Construction team and our Sourcwell contract for your facility needs.

We welcome any questions or comments you may have regarding this proposal. Please contact Rasa at the number stated below.

Regards,



Rasa Kozak
Project Manager
Phone: 816.245.6421
Cell: 816.681.4328
rasa.kozak@bluescopeconstruction.com



Brian Aldrich
Director, Government Services
Phone: 816.245.6886
Fax: 816.245.6899
bnaldrich@bluescopeconstruction.com

ATTACHMENT A SCOPE OF WORK

VARCO PRUDEN BUILDING MATERIALS

Division 13—SPECIAL CONSTRUCTION



Building Structural System

General

The Building Structural System furnished by **Varco Pruden / BlueScope Construction** shall be as follows:

Unit	Width	Length	Eave Height	Structural Type	Slope	Bays	Comments
Unit 1	80'-0"	101'-8"	20'-0"	RF	3:12	25'6", 2@ 25', 26'2"	Building Extension
Unit 2	21'-5"	49'-0"	18'-0"	RF	3:12	2 @ 24'-6"	Wash Bay

Structural Type Description—General

Pre-engineered Building Systems (PEB)

The design of the **Rigid Frame System (RF)** (a clear span structural system), shall consist of a rigid frame with tapered or straight exterior columns and tapered or straight roof beams. Roof beams will be solid web.

The endwall of the structural systems consist of rigid frames. Depending on the design requirements, endwalls do not have load capacity included for future building expansion.

In the longitudinal direction of these structural systems, rod bracing, portal frames will be used to resist lateral loads.

This primary framework supports **roof structurals** and **wall structurals**, which, in turn, support the roof panels and wall panels, respectively. Roof structurals will consist of cold form Zs and or Cs appropriately designed to meet design criteria. The wall structurals consist of cold form Z's or C's designed to resist horizontal loads from the walls.

Unless specified otherwise, BlueScope Construction will determine the structural system and the type and configuration of components that make up the structural system that satisfy the requirements necessary to meet codes, loads, building layout and clearances.

Design Criteria

Building Code	International Building Code IBC18
Edition (Year)	2018
Use Category	Standard Occupancy Structure
Roof Loads/Other Building Shell Loads	
Live Load	20 psf (reducible per code)
Structural Dead Load	5 psf (or actual-whichever greater)
Ground Snow Load	35 psf
Colateral Load - Basic	3 psf
Wind Speed	107 mph Exposure C
Wind Enclosure	Enclosed
Seismic Acceleration	Ss = 18% S1 = 5.5%
Factory Mutual (FM) requirement	none
Deflection/Sidesway Criteria	
Deflection-roof beams	L/180 (Live load)
Sidesway frames	L/60 (10 year wind)
Deflection-roof structurals	L/180 (Live load)
Deflection-wall structurals	L/90 (10 year wind)

Structural Steel Design

All structural mill sections or welded-up plate sections shall be designed in accordance with the 15th Edition of the AISC Specifications for the Structural Steel Buildings. Cold-formed steel structural members shall be designed in accordance with AISI Specification for the Design of Cold-Formed Steel Structural Members.

Welding

Welding procedures shall be in accordance with the American Welding Society Structural Welding Code.

Structural Painting

All Varco Pruden structural steel components shall be factory cleaned to remove all loose mill scale and other foreign material generally conforming to SSPC-SP 2 (Hand Tool Cleaning). The parts are shop coated with a single coat of gray corrosion inhibiting primer keeping with Steel Structures Painting Council (SSPC) Paint Specification 15. This primer is considered a temporary and provisional coating. This single coat primer is not an intermediate or finish coat.

Cold formed Z's and C's will be G-30 galvanized and clear acrylic coated.

Anchor Bolts and Miscellaneous Steel

Unless requested by client, anchor bolts, embedded plates, handrail, pipe bollards, and other miscellaneous steel components are excluded from the building shell unless specifically included in our proposal.

Exceptions/Clarifications

Use of ESFR sprinkler systems will require coordination of the sprinkler heads and the roof secondary members. If this coordination does not occur during the design of the steel building, field modifications may be required. The engineering and any field modifications required will be billed as a change order.

VARCO PRUDEN

SSR Metal Roof System

General

The roof shall be SSR metal roof system as furnished by VP Buildings as follows:

Panels shall be factory roll-formed, 24" wide, with 2 major corrugations that are each 3" high.

Panel Material and Finish

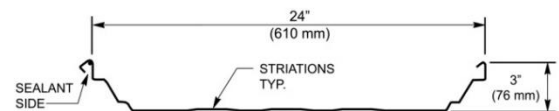
Panel material and finish shall be 24-gauge steel coated both sides with a layer of acrylic coated Galvalume® aluminum-zinc alloy (approximately 55% aluminum, 45% zinc) applied by the continuous hot dip method. Minimum 0.55-ounce coated weight per square foot as determined by the triple spot test per ASTM Specification A-792. A clear acrylic film is applied for additional protection.

System Design

SSR panels are factory-formed and field-machine seamed in place yielding a single unit membrane. The patented SSR ridge system is efficiently installed with only one weather sealed joint.

Fasteners and Provision for Expansion/Contraction

The special clips used to attach SSR panels to structural members are designed to allow panel movement up to 1-5/8" inch in either direction (full 3 3/4" movement) to compensate for thermal effects. The concealed clips minimize the need for through-the-roof fasteners. The panels are mechanically seamed to a full 360° interlock for superior weathertightness.



VARCO PRUDEN

Roof Accessories and Flashings

All accessories (gutters, downspouts, gable and eave trims) and roof flashings are VP standard materials.

VARCO PRUDEN

Panel Rib™ Wall System

General

Precision roll-formed Panel Rib™ wall panels shall be as furnished by Varco Pruden as follows:

Panels provide 36" wide net coverage and have 1 3/16" high major ribs at 12" on center with minor ribs spaced between the major ribs. Side laps are at least one full major rib. The wall overlapping rib utilizes anti-capillary groove. All panels are continuous from sill to eave except where the length exceeds 41' or otherwise becomes prohibitive for handling purposes, in which case, end laps are provided. End laps occur at a support member.

Panel Design

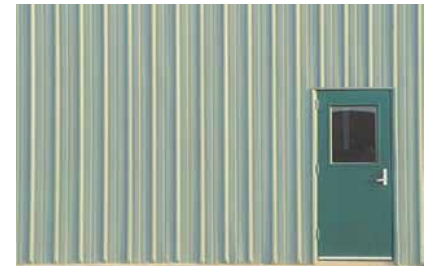
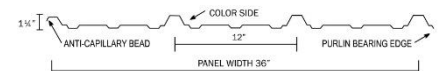
Panel design shall be in accordance with AISI *Specifications for the Design of Light-Gauge, Cold Formed Steel Structural Members*, CAN/CSA-S136 *Cold-Formed Steel Structural Members* – latest editions, and in accordance with sound engineering methods and practices.

Panel Material and Finish (Standard VP Colors)

Panel material and finish shall be 26, gauge painted Galvalume® aluminum-zinc alloy as per ASTM Specification A-792 with exterior colors of a KXL finishes consist of a 1 mil 70% Kynar (KYNAR 500) based coating applied to the exterior surface of G90 galvanized or Galvalume steel. The interior surface is coated with an off-white 0.5-mil wash coat. Kynar 500 is a registered trademark of Atochem North America, Inc.. Manufacturer shall warrant that coating shall not peel, crack or chip for 25 years. Chalking shall not exceed ASTM D4214 #8 rating and will not fade more than 5 color difference units per ASTM D2244. Interior color shall be light gray polyester color coat not formulated for exterior weathering.

Fasteners

Exposed wall fasteners are self-drilling hex head stainless steel capped with washer. The color of the fastener heads is to match the wall panel color. Sealants, mastics and closures are manufacturer's standards.



VARCO VP PRUDEN

Wall Accessories

Overhead Door Openings (Building Extension)

Overhead door openings shall be provided as follows:

Eight (8) each - 14' x 16'

Overhead door openings shall be as per VP standard details complete with structural secondaries for jambs and head, drip gutter trim for head, and trims for jambs as appropriate for the VP metal wall panels.

Flat Stock

Flash over exposed door post.

Forty (40) 24 ga 43 1/4" x 120" (std color)

VARCO VP PRUDEN

Insulation (Building Extension)

General

Roof and wall insulation shall be faced fiberglass blanket insulation furnished as follows:

Roof – R25 (8" Faced over purlins with spacers)

Wall – R19 (6" Faced with standoff fasteners)

= UOILHPOW-JE .JQPOIR X,JOIRJOX R2,JOIOKNJKJKLKJJKGYIUHIOIO

The R-values listed above are not continuous where compressed at the purlins and girts.

Insulation

Fiberglass shall be as outlined in the North American Insulation Manufacturing Association (NAIMA 202-96) specification, or equal. The fiberglass shall be faced with WMP-50 on one side. The composite of fiberglass and facing shall have surface burning characteristics not to exceed 25 flame spread and 50 smoke developed when tested in accordance with U.L. 723 test method or ASTM E84 test method.

Facing

The facing shall be WMP-50. WMP-50 is composed of PSKP, white polypropylene film, fiberglass and polyester scrim, 30# natural kraft, metallized polyester. The resulting facing shall have a water vapor transmission rate of 0.02 US perm (ASTM E96).

Sky-Web® Fall Protection & Insulation Support System

General

The exclusive Sky-Web® fall protection system shall be installed to provide additional job-site safety and insulation support for the VP roof system.

Physical Properties

The Sky-Web system basic mesh shall be a 1,000 denier polyester yarn interwoven on a nominal ½" square grid coated with a fire retardant and ultraviolet stabilized PVC based binder. The mesh shall have a tensile strength (pounds/yarn) of 15 pounds in each direction and a weight between 0.28 and 0.32 ounces per square foot.

System Application

The roof structural system shall be in place prior to installation of the Sky-Web system. The Sky-Web system shall remain in place after the metal roofing is installed.



Sky-Web® Fall Protection and Insulation Support System protects workers from falls from the leading edge of the roof while also protecting workers below from dropped tools. It increases worker productivity while improving safety. After construction it serves as a virtually invisible insulation support system.

ANCILLARY SERVICES

Structural Design and Engineering of the Pre-engineered Metal Building

INSTALLATION AND SITE PREPARATION

Division 01 – PROCUREMENT AND CONTRACTING REQUIREMENTS

General Conditions

- Field supervision scheduled 100% full time on site
 - Project management
 - Project coordination
 - Site signage
 - Temporary facilities
 - Project trailer
 - Debris removal, dumpsters as required
 - Periodic and final site/building cleanup
 - Temporary partitions and dust control as needed at the renovated portions of the existing building
 - All safety compliance and quality control testing
 - No taxes included – Town will provide Tax Exempt Certificate
- Performance and Payment Bonds

Division 02 – EXISTING CONDITIONS

Demolition

- Demolition of existing interior offices at the ground floor and existing mezzanine and all finishes
- Demolition of existing end wall to facilitate addition construction
- Demolition and removal of existing overhead doors to be replaced
- Demolition, saw-cutting, and patching of areas of the existing concrete slab at the office area for new mezzanine foundations and trench as required for connection to the existing sanitary waste line for the new plumbing scope at the offices
- Provide survey services for the layout of the new building addition including establishing benchmarks, building corners and gridlines, addition foundation layout, and sub-excavation stakes for sub-grade at slab

Division 03 - CONCRETE

Concrete work to be performed per drawings provided include

- Thirty-five (35) new concrete filled bollards set in form as shown
- Six (6") thick concrete slab with 6x6 w 2.9 x w2.9 rebar in the new addition
- Six (6") thick concrete slab with 6x6 w 2.9 x w2.9 rebar sloped to manhole at new wash bay
- Concrete Foundations including pads and pilasters as designed for the new addition.
- Concrete Pads/Pilasters & Footings as shown for the Mezzanine structural steel columns
- Concrete foundations for new wash bay
- Concrete Infill patch for plumbing trench
- Control Joints as required
- Dowel new concrete to existing as detailed
- Patch existing concrete slab below new Mezzanine for the mezzanine concrete footers/structural steel

Division 05 - METALS

All material for the renovation scope for the existing building, which includes metal building panels, secondary framing members, and all flashings
Furnish and install two wall mounted stair railings at wood stairs to mezzanine
Structural steel beams and columns for new mezzanine floor framing
Anchor Bolts for the new addition for the Metal Building

Division 06 – WOOD, PLASTICS AND COMPOSITES

Mezzanine Floor framing per specifications
11 7/8" LVL and 360 Series TJI's as designed
3/4" thick OSB Subfloor
Fasteners and Hangers
Stair Framing, treads and risers
Backing and Blocking as needed for bathrooms, break room, etc.
Breakroom Cabinets – Black Melamine – Upper and Lower Cabinets, furnished and Installed Countertops for Breakroom, Men's and Women's Restrooms and Service Counter – Solid Surface – Corian Group # 1 colors only included.
Solid Surface Windowsills at three exterior Windows and one interior window – Corian Group # 1 colors only included.

Division 07 - THERMAL & MOISTURE PROTECTION

See Varco Pruden Building materials for roof and wall insulation
Installation labor under Division 13
Rigid insulation at the exterior walls at the office area on the ground floor and the North wall only at the mezzanine
Vapor Barrier at the exterior walls and ceiling of the renovated Office area at the ground floor. No vapor barrier will be installed at the mezzanine
Chalk exterior windows, doors, and interior chalking as required

Division 08 - OPENINGS

See Varco Pruden Building materials listed above for exterior personnel doors
Interior doors, frames and Hardware per schedule furnished and installed
New Qty one (1) – at 12' x 12' Overhead Door with Operator as specified – Located at section one
New Qty four (4) – at 16' x 14' Overhead Doors with Operators as specified – Located at section two
New Qty eight (8) – at 14' X 16' Overhead Doors with Operators as specified – Located at section three – the new addition
Overhead Coiling doors – Qty two (2) at 7' x 7' with Operators
Service Window – Type B – Qty one (1) Hollow metal frame and pass thru single glazing. Size per drawings
Qty three (3) New Exterior Type "A" windows – Size per Drawings – Storefront Framing system/Glazing per the drawings. - All three are Fixed Lite - Non-Operable Windows
Solitude Solamaster 750DS open ceiling model with pitched flashing and prismatic diffuser four (4)
Man-door clarifications:
Door # 116.2 is excluded as it is not on any of the floor plan
Door # 118.1 will remain, but new hardware will be installed.
Doors # 115.1, and 115.2 are included as flush doors. There are no type "G" doors shown
Card readers at doors are excluded

Division 09 – FINISHES

Metal Z Furring and Metal Stud Framing of all exterior walls in offices as detailed at the ground floor and mezzanine (north wall only) to accommodate new drywall finishes.

Drywall shall be Level 3 Finish

Thermal Batt insulation at the Office perimeter walls and Sound Batt insulation at office partition walls FRP Paneling - Wall Finish in Restrooms (both), Shower room, and two (2) walls in the Janitors closet will be FRP paneling to a height of 5'-3", then painted drywall above to ceiling – Marlite standard.

Ceramic Tile floor in Men's and Women's restrooms and the Shower room with ceramic tile base – Daltile volume one (1) series 12'x12' intensity pebble, reverb ash colors

Luxury Vinyl plank flooring on the mezzanine level – Shaw Solitude 0648V series, 6"x48"

Wood stair to mezzanine, treads, exposed stringers, and riser, natural wood finish (stain)

Concrete Overlay- Product to be used is Dur-A-Flex Poly Crete MDB at the Offices as specified at the Ground Floor only. Owner/Architect to select color from the Standard Color choices

Concrete sealer to be applied at the New Addition Slab Only

Rubber Cove base to be installed in Offices and on Mezzanine with exception of the Restrooms two (2) and Shower room.

Paint – Interior Office/Mezzanine area Walls, Ceilings (ground floor only), Door Frames/Doors at the exterior doors to be replaced, Exterior Doors /Frames at new Addition, and New Bollards Qty thirty two (32) – paint steel structural members in South building: ten (10) columns, five (5) crossmembers, centerline beam

Paint interior of wash bay with Sherwin Williams Macropoxy – two (2) part epoxy paint

Finish work is not included at the existing metal buildings locations between column lines 6 and 14. Work at these locations is limited to MEP and OH door replacement with the exception of the single office construction located between columns 9 and 10 plus the drywall separation between the new addition and the existing building at column line 5-6

Division 10 - SPECIALTIES

Furnish and install Toilet Partitions and Grab Bars as specified

Install Bath accessories specified to be supplied by the "Owner" per Notes # 6 and 8 on A50.

Furnish and Install two (2) Mirrors in Restrooms per size specified

We have included furnishing and installing Accessible/ID plastic Signs at seventeen (17) Locations per the detail on drawing A50.

We have included an allowance of \$1,700 to furnish and install seventeen (17) total signs for this proposal as there is a lack of specificity for signage.

We have included an allowance of \$1,000.00 to furnish and install Fire Extinguishers as none are shown on the drawings.

One (1) Knox Box

Division 13 – INSTALLATION OF VP BUILDING & SPECIAL CONSTRUCTION

Installation of Varco Pruden Buildings Materials, Summarized Above

Complies with BlueScope Construction Safety practices

Division 21 – FIRE SUPPRESSION

Extend Existing Sprinkler system to new addition assuming existing Sprinkler Main/Branch Line can accommodate the additional Sq. Footage (8,160 Sq Ft).
Reinstall Sprinkler system at the reconfigured Offices and Mezzanine Locations. Our proposal is predicated upon tying into the existing Sprinkler Main or Branch line at this location. If either a New Main or Branch line is required, then that will be an additional charge over and above our proposal amount.
Install new Fire Alarm System for both the Existing Building and the New addition

Division 22 – PLUMBING

All piping and fixtures per plan for two new Restrooms, Shower Room and Breakroom
Install underground waste and vent to new Restrooms, Breakroom, Janitor's Closet with water heater, washer box: labor pipe, fittings, hardware.
Install rough waste and vent and water supply to plumbing fixtures: labor pipe, fittings, hardware
Install fixtures and trim: labor pipe, fittings, hardware
Install new elevated pressure gas line to new appliances: labor pipe, fittings, hardware
Install new 1 ½" backflow preventer and PRV on incoming water service: labor pipe, fittings, hardware
Install new hose bib in garage: labor pipe, fittings, hardware
Install new tankless water heater, vent and components: labor pipe, fittings, hardware
Install new trench drain and discharge to just outside foundation wall: labor pipe, fittings, and hardware
Install Sand/Oil Separator including stubbing the sanitary piping thru the building foundation to the GCO clean-out
Plumbing fixtures furnished and installed per the "Plumbing Fixture Schedule" on drawing P-0
Shower Stall per note # 2 on "General Restrooms Notes" on drawing A50 is included as specified condensate piping for HVAC
Pipe insulation per specifications

Division 23 – HEATING, VENTILATING AND AIR CONDITIONING

Install HVAC equipment as indicated on drawings
90%+ furnaces with cased coils, remote condensers, refrigeration piping and PVC vent piping
PTAC unit
Gas Fire Unit Heaters with B-vent flue piping
GRDs
Ceiling mounted exhaust fans
Wall propeller fans
Louvers with Mill finish
Motorized control dampers with 120v 2-position actuators (interlocks by the EC)
Fire damper
Manual volume dampers
Individual CO/NO2 monitoring systems with control panels, remote sensors and testing for municipal jurisdiction
Lot of square and round duct with thermal insulation as required.
Rigging and Hoisting
Fire Caulking
Layout
Coordination with other trades
Certified Air Balance Report
Electronic close out documents

Division 26 – ELECTRICAL

Demo existing service feeders per One-line
Demo existing panel L1 and Disconnect feeder for replacement with new wireway/gutter
Relocate the location of panel L1 – Circuitry to remain for reuse of new fixtures and power devices as practical at the Office area.
New Nema 3R Wireway including disconnects and panels with associated feeders as designed and detailed on the Electrical drawings. Ten (10) insulated splice blocks for wireway
L3 200amp single phase disconnect, 208v/120v, 4W, Nema 3, fused at 150 amp
L3 150amp, Main breaker panelboard, 208v/120v, single phase
L1B 200amp single phase disconnect, 208v/120v, 4W, Nema 3, fused at 150amp
L1B 150amp, main lug panelboard, 208/120v, single phase
200 ft run of 2" panel L3 in new addition
20 ft run 2" to panel L1B (re-feed)
Minimum conduit size required to be ½" diameter
No specification on the Time Clock – We are including one (1) Wattstopper RT-200 Astronomic Time Switch in our Scope.

Lighting Materials and labor as shown on the Electrical drawings

Materials and labor for lighting installation per plan
All rooms will have wall occupancy sensors as shown
Large rooms will have ceiling mount occupancy sensors only
Mechanical switches per plan
Installation of all Emergency/Exit lighting per plan
Furnish Lighting Fixtures per "Luminaire Schedule" shown on drawing # E-0.2

General power to all offices as shown on the Electrical drawings

General office 20 amp duplex receptacles
Shop 20 amp quad receptacles
Dedicated circuits
Overhead door circuits with openers
Bath GFCI receptacles
Exterior GFCI Receptacles
Water cooler, 20a, 120v
Waterproof fixtures in the wash bay
C fixture in upstairs mechanical closet
Disconnect and timer switch for the infrared heater in the wash bay
50A receptacle in the wash bay
Receptacle in the break room for microwave
Missing garage door motor disconnects and circuitry in existing vehicle storage
Refrigerator circuit
Disposal circuit
Dishwasher Circuit
Kitchen countertop GFCI outlets
Emergency eye wash locations
Washer Receptacle
Dryer Receptacle
Blade sharpener, 30amp, 208v, shop power

Power to Mechanical Systems as shown on the Electrical drawings

CU1, 30amp, 208v
CU2, 20 amp, 208v
PTAC, 20 amp, 208v
DWH-1, 120v, 20 amp
DWH-1, 120v, 20 amp
EF 1,2,3,9
EF 4,5,6,7,8 (interlock with L 1-5)
AHU-1, 120v, 20 amp
AHU-2, 120v, 20 amp
UH 1-4, 120v, 20 amp
L 1-5, 120v, 20 amp (via EF 4-8)
EW-1, 120v, 20 amp

DIVISION 27 – COMMUNICATIONS

Furnish and Install conduit stubs to accessible ceilings, boxes, and pull string “Only” to the eighteen (18) tele/data locations shown on the Electrical drawings.

DIVISION 31 – EARTHWORK

The Only Site Work included in our proposal is as follows:

Excavate and Backfill the New Addition Foundations.

Grade the new addition slab with **existing On-Site Soils Only** including soils displaced by the addition foundations.

Final Grade addition slab to $\pm .1$

DIVISION 33 – UTILITIES

Installation of sewer line starting at Frontier Street and ending within 5' of Town of Firestone Public Works buildings.

Mobilization/demobilization included

Install approximately 3,360 LF of 8" sewer line included

Excavate approximately 51,000 CY for install of 8" sewer line included eleven (11) 48" sewer manholes

Existing utility crossing for 8" sewer line included

North sewer services included

South sewer service included

ASSUMPTIONS, CLARIFICATIONS AND EXCLUSIONS

Assumptions

A Standard VP Color will be specified

Delivery date: Refer to Proposed Schedule

Warranty includes one (1) Year Materials and Installation

Progress Payment Invoicing, according to Schedule of Values, submitted with no more than one invoice per month

This proposal is contingent upon reaching mutually agreeable terms

Builder's Risk Insurance shall be by owner

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Halcyon Design approved using the IECC 2012 provision that allows the use of ASHRAE 90.1 in place of IECC for commercial buildings

Clarifications

This offer is based on plans and specifications related to this project. If there is a discrepancy between plans or specifications provided for this project and this proposal, the descriptions included in this Scope of Work shall take precedence. If there are any questions regarding clarity of our proposal, please contact us prior to issuance of a Contract

Construction joint detail 10/S3.1 included only where the new addition slab abuts the existing building slab at column lines # 5 and 6

Temporary electric usage and construction trailer power to be provided by the owner from the existing building electrical service. We will install the temporary electric line to the construction trailer

Mezzanine does not have a finished ceiling, but is open to the roof structure

To complete the office/mezzanine renovation this area of the existing Building (column Line 14 thru 16) must be vacated in total by Firestone Public Works. We have provided an add alternate to supply an office trailer for the Firestone Public Works staff during this part of the project.

Exclusions

Identification of and protection of existing utilities

Prevailing Wages

Taxes

Unforeseen Conditions

Hazardous Materials

Permits (including schedule allowance for permit approval process)

Permit fees and processing

Compliance with LEED Certification or Air Infiltration requirements

Site work is limited to the items detailed under Division 31 above

Erosion control measures

Temporary Fencing

Testing and inspections

Structural Steel Painting except that is noted above

Materials and Labor not specified above

Design Services

Any work required to bring existing building up to current code

Proposal includes the low voltage conduit only. We have not included any low voltage work other than the specified conduit/boxes/pull string along with HVAC low volt control wiring.

Site work except for work related to the new addition foundations and slab

Hauling in additional soils for the addition slab subgrade or hauling off existing soils currently on site.

Rock removal/mitigation

Seismic design requirements except as noted on the drawings

Any future "Tariff" material price increases

Upgrading the existing electrical service

Wood benches at the Locker room on the mezzanine

All appliances

Toilet accessories

Any work at the existing Infra-Red heaters currently installed

Furnishing any bollards at the existing or new overhead doors, except at the new building addition

Grinding the existing concrete slab at the ground floor offices (at the new Dur-A-Flex Polycrrete MDB floor finish install location)

Moisture testing and any possible modifications to the existing slab, if moisture is present (at the new Dur-A-Flex Polycrete MDB floor finish install location)
Any “explosion proof” devices
Concrete floor sealer installation except at the new addition concrete slab
Electric service upgrade noted on drawing E-0.1
Medical grade electrical items (E-0.1)
“Force Majeure Conditions” based on Covid – 19
Concrete mezzanine floor is excluded. The mezzanine shall include ¾” thick plywood
Dewatering is excluded

Company Information for Order Entry Includes

BlueScope Construction, Inc.
Sourcewell Contract Number: 013019-BSC
Tax ID Number: 43-0949971

ATTACHMENT B SCHEDULE OF VALUES

Schedule of Values per Division, as defined above:

DIVISION	DESCRIPTION	AMOUNT
Division 1	General Requirements	\$331,323
1A	Design and Ancillary Services	\$10,874
1B	Performance & Payment Bond	\$17,248
Division 2	Demolition	\$42,481
Division 3	Concrete	\$222,669
Division 4	Masonry	\$970
Division 5	Miscellaneous Metals	\$47,440
Division 6	Wood & Plastics (Carpentry)	\$60,318
Division 7	Thermal & Moisture Protection	\$10,387
Division 8	Doors and Windows	\$174,844
Division 9	Interior Finishes	\$209,738
Division 10	Miscellaneous Specialties	\$12,321
Division 13	Special Construction (PEMB Installation)	\$187,572
13A	Special Construction (BBNA Materials)	\$170,371
Division 21	Fire Suppression	\$33,865
Division 22	Plumbing	\$182,443
Division 23	HVAC	\$136,331
Division 26	Electrical	\$161,854
Division 28	Electronic Safety and Security	\$8,204
Division 31	Site Earthwork	\$49,017
Division 33	Utilities	\$1,141,037
TOTAL =		\$3,211,307

This quote *is valid for 30 days* at which time a new quote must be obtained.

ALTERNATE PRICING

To furnish rental office trailer 56'x12' with bathroom including weekly waste pump-out for four months	ADD	\$14,013
Upgrade (13) thirteen insulated overhead doors	ADD	\$18,236
Tile finish on restroom walls instead of fiber-reinforced polymer (FRP) system	ADD	\$10,729
Reroof existing standing seam metal roof & snow guard (labor and material)	ADD	\$161,862

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www.BlueScopeConstruction.com

March 26, 2021

Public Works Building Addition Proposal
Firestone, CO

Attachment C Proposal Schedule

Schedule, Phasing, and Construction Durations

We anticipate the overall project duration shall be 28-30 weeks, following all approvals and contingent upon how construction is staged, while optimizing concurrent tasks. The proposal schedule / phasing plan shall be:

- Anticipated Project Start Date during the time frame of 4/10/21 - 5/19/2021.
- The sanitary sewer scope that has been added to the project will take 72 days, we will start this as soon as the project begins.
- The Owner will need to totally vacate the existing Office/Mezzanine areas including removal of all office equipment, etc., prior to any work being performed in the existing building.
- We will start at both the Office/Mezzanine and the construction of the new addition simultaneously. This part of the project should be completed in 12 -16 weeks from the start date assuming the owner has vacated the space at the existing office/mezzanine areas.
- We would then perform the renovation at the two (2) "Vehicle Storage Areas" in between column lines 6 thru 8 and 11 to 14. This work will be completed in 6 - 8 weeks.
- We would then build the new wash bay in 3 - 4 weeks
- The Final Phase will be the renovation work at the "Vehicle Repair Area" located in between column lines 8 and 10. This work will be completed in 3 – 4 Weeks.
- These Schedule durations are based upon the base proposals, any Add Alternates such as "Replacing the Existing Standing Seam Roof" at the Existing Building or Change Orders could result in addition time being added to the schedule.