



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

January 25, 2023
6:30 PM
9900 Park Avenue
Firestone, CO 80504

PRE-MEETING WORK SESSION 6:00 PM IN THE TRAINING ROOM

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

REGULAR MEETING 6:30 PM IN THE BOARD ROOM

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Response to Citizen Complaint**
5. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
6. **Consent Agenda**
 - a. Approval of January 11, 2023 Board of Trustees Regular Meeting Minutes
 - b. **Resolution 23-15**: 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 FIRESTONE JUNCTION FILING NO. 1; AUTHORIZING A SUBDIVISION AGREEMENT PERTAINING TO THE FIRESTONE JUNCTION FILING NO. 1 SUBDIVISION
 - c. **Resolution 23-22**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING PAYMENT OF THE COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY'S INSURANCE PREMIUMS FOR 2023 PROPERTY AND CASUALTY COVERAGE
7. **Presentation**
 - a. Introduction of New Police Commander Heidi Walts
8. **Land Development**

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. 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.

- a. **PUBLIC HEARING: Resolution 23-17:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE TOWN OF FIRESTONE
- b. **PUBLIC HEARING: Resolution 23-16:** 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 DEL CAMINO CENTRAL FILING NO. 2, 2ND AMENDMENT; AUTHORIZING A SUBDIVISION AGREEMENT PERTAINING TO THE DEL CAMINO CENTRAL FILING NO. 2, 2ND AMENDMENT SUBDIVISION

9. Discussion/Action

- a. **Resolution 23-18:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY COLORADO FOR THE REMOVAL OF MATERIAL LOCATED AT THE HOKESTRA GRAVEL PIT
- b. **Resolution 23-19:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TSG DEL CAMINO, LLC FOR THE PURCHASE OF HOKESTRA GRAVEL PIT STRUCTURAL FILL MATERIAL
- c. **Resolution 23-21:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES FOR THE TOWNS PUBLIC WORKS DEPARTMENT
- d. **Resolution 23-20:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND AVI-SPL LLC FOR THE MUNICIPAL BOARD AND COURTROOM PUBLIC INTERFACE IMPROVEMENT PROJECT.

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

11. Reports

- a. Staff

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11.a.i. December Financial Report

- b. Mayor**
- c. Trustees**

12. Adjournment

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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Consent Agenda

Meeting Date: January 25, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of January 11, 2023 Board of Trustees Regular Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Staff recommends approval of the January 11, 2023 Board of Trustees Minutes

ALTERNATIVES

ATTACHMENTS

1. 1-11-2023 BoT Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
January 11, 2023

1. Call to Order & Roll Call

The of the Town of Firestone met for a Regular Meeting on January 11, 2023, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 6:30 PM.

The following were present upon the call of the roll:

Mayor: Drew Peterson

Mayor Pro-tem: Frank A. Jimenez- **Excused**

Trustees: Don Conyac
David Whelan
Matt Holcomb
Sean Doherty
Doug Sharp- **Excused**

Staff: **Present:** Jan Sloat, Director of Human Resources; Matt Wiederspahn, Town Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Marketing & Communications; Christine Morrison, Accounting Division Manager; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning & Development; David Angelo, Chief of Police; Eric DeBolt, Information Technology Manager in Administration; Kristi Bashor, Town Clerk; Miriam Luna Gonzalez, Deputy Town Clerk; AJ Krieger, Town Manager; & Keith Martin, Town Attorney.

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Whelan, **second** by Trustee Conyac, to Amend the agenda to move item Agenda Item 6.e, 6.h, 6. i, and 6.k to discussion/action to be heard before item 10.d. All in Favor, **Motion carried.**

Motion by Trustee Whelan, **second** by Trustee Conyac, to Approve the amended Agenda, All in Favor, **Motion carried.**

4. Appointment of Town Clerk

- a. **Resolution No. 23-03:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPOINTING KRISTI BASHOR AS TOWN CLERK

Motion by Trustee Conyac, **second** by Trustee Doherty, to Approve **Resolution No. 23-03:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPOINTING KRISTI BASHOR AS TOWN CLERK

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Doherty, Trustee Holcomb

No: None

Abstain: None

Motion carried.

b. Oath of Office, Town Clerk Kristi Bashor

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

Bobby Matthews, a Firestone resident, voiced concerns about Firestone's financial interactions.

Pat Conner, a Firestone resident, commented publicly on concerns about Denmore properties.

Jack Lakey, a Firestone resident, gave public comment regarding concerns about the Colorado Blvd name change.

6. Consent Agenda

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve Consent Agenda

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Doherty, Trustee Holcomb

No: None

Abstain: None

Motion carried.

a. Approval of December 14, 2022 Board of Trustees Regular Meeting Minutes

b. **Resolution 23-02:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE THREE MILE PLAN FOR THE TOWN OF FIRESTONE, COLORADO

c. **Resolution 23-06:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ESTABLISHING ANIMAL LICENSING FEES

d. **Resolution 23-04:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DESIGNATING THE POSTING LOCATION FOR NOTICE OF MEETINGS OF THE BOARD OF TRUSTEES AND ALL OTHER LOCAL PUBLIC BODIES OF THE TOWN

- e. **Resolution 23-07:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE APPLICATION TO THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT FOR CANCELLATION OF TEMPORARY USE PERMITS
- f. **Resolution 23-08:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN APPLICATION TO THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT FOR AN ANNUALLY RENEWABLE PERPETUAL WATER CONTRACT FOR THE RIGHT TO USE COLORADO-BIG THOMPSON PROJECT WATER UNDER C.R.S. § 37-45-131
- g. **Resolution 23-11:** 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

7. **Proclamation**

8. **Presentation**

- a. Annual Municipal Court Operations Update

9. **Land Development**

10. **Discussion/Action**

- a. **Resolution No. 23-01:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PROGRAMMATIC AGREEMENT BETWEEN WELD COUNTY THE TOWN OF FIRESTONE AND THE COLORADO STATE HISTORIC PRESERVATION OFFICER REGARDING THE WELD COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve **Resolution No. 23-01:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PROGRAMMATIC AGREEMENT BETWEEN WELD COUNTY THE TOWN OF FIRESTONE AND THE COLORADO STATE HISTORIC PRESERVATION OFFICER REGARDING THE WELD COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Doherty, Trustee Holcomb

No: None

Abstain: None

Motion carried.

- b. **Resolution 23-13:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE AMENDMENT TO THE NATIVE WATER CREDIT PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE THE BLACKBURN COMMUNITIES LLC

Motion by Trustee Whelan, **second** by Trustee Doherty, to Approve **Resolution 23-13:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE AMENDMENT TO THE NATIVE WATER CREDIT PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE THE BLACKBURN COMMUNITIES LLC

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Doherty, Trustee Holcomb

No: None

Abstain: None

Motion carried

- c. **Resolution 23-14:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE APPROVING THE FILING OF A WATER COURT APPLICATION FOR FIRESTONE RESERVOIR NO. 3

Motion by Trustee Whelan, **second** by Trustee Conyac, to Approve **Resolution 23-14:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE APPROVING THE FILING OF A WATER COURT APPLICATION FOR FIRESTONE RESERVOIR NO. 3

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Doherty, Trustee Holcomb

No: None

Abstain: None

Motion carried.

- d. **Resolution 23-05:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PAYMENT OF THE TOWN'S 2023 EMPLOYEE BENEFITS INSURANCE PREMIUMS

Motion by Trustee Conyac, **second** by Trustee Doherty, to Approve **Resolution 23-05:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PAYMENT OF THE TOWN'S 2023 EMPLOYEE BENEFITS INSURANCE PREMIUMS

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Doherty, Trustee Holcomb

No: None

Abstain: None

Motion carried.

- e. **Resolution 23-09:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE NINETEENTH INTERIM AGREEMENT BETWEEN THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE AND THE TOWN OF FIRESTONE COLORADO ACTING WITH AND ON BEHALF OF THE FIRESTONE WATER ACTIVITY ENTERPRISE FOR PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY PROJECT

Motion by Trustee Whelan, **second** by Trustee Doherty, to Approve **Resolution 23-09:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE NINETEENTH INTERIM AGREEMENT BETWEEN THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE AND THE TOWN OF FIRESTONE COLORADO ACTING WITH AND ON BEHALF OF THE FIRESTONE WATER ACTIVITY ENTERPRISE FOR PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY PROJECT

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Doherty, Trustee Holcomb

No: None

Abstain: None

Motion carried.

- f. **Resolution 23-10:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE RATE FOR PAYMENT OF CASH-IN-LIEU OF WATER RIGHT DEDICATIONS TO THE TOWN OF FIRESTONE, COLORADO

Motion by Trustee Whelan, **second** by Trustee Conyac, to Approve **Resolution 23-10:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE RATE FOR PAYMENT OF CASH-IN-LIEU OF WATER RIGHT DEDICATIONS TO THE TOWN OF FIRESTONE, COLORADO

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Doherty, Trustee Holcomb

No: None

Abstain: None

Motion carried.

- g. **Resolution 23-12:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES CONTRACT MASTER SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LEONARD RICE CONSULTING WATER ENGINEERS, INC.

Motion by Trustee Doherty, **second** by Trustee Conyac, to Approve **Resolution 23-12:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES CONTRACT MASTER SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LEONARD RICE CONSULTING WATER ENGINEERS, INC.

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Doherty, Trustee Holcomb

No: None

Abstain: None

Motion carried.

h. Development Impact Fee Presentation

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

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

12. Reports

a. Staff

b. Mayor

Mayor Peterson commented on the public comment concerns.

c. Trustees

Trustee Whelan proposed that the Board consider having an agenda item regarding a partnership for the next Work Session.

13. Executive Session

14. Adjournment

Motion by Trustee Conyac, **second** by Trustee Doherty, to Adjourn, All in Favor, **Motion carried.**

Introduced and Approved the 25th of January, 2023.

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Kristi K. Bashor, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.b

Consent Agenda

Meeting Date: January 25, 2023

Initiated By: Marty Ostholthoff

Dept: Planning & Development

AGENDA TITLE

Resolution 23-15: 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 FIRESTONE JUNCTION FILING NO. 1; AUTHORIZING A SUBDIVISION AGREEMENT PERTAINING TO THE FIRESTONE JUNCTION FILING NO. 1 SUBDIVISION

SUMMARY

The Firestone Junction Filing No. 1 Final Plat proposes merging Lot 4, First Replat of the American Furniture Warehouse subdivision, and Tract H, Firestone City Centre Filing No. 3 subdivision into one lot for future development purposes. In addition, the Final Plat reconfigures utility easements.

HISTORY AND PREVIOUS BOARD ACTION

The subject property was annexed and zoned by the Town as part of the Crossroads annexation in July 1999.

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 23-15, a resolution approving the Firestone Junction Filing No. 1 Final Plat application with the following conditions:

1. All minor, technical corrections to the Firestone Junction Filing No. 1 Final Plat and construction drawings shall be made to the Town staff's satisfaction.
2. Applicant shall execute the Firestone Junction Filing No. 1 Subdivision Agreement.

ALTERNATIVES

n/a

ATTACHMENTS

1. Resolution 23-15
2. Subdivision Agreement
3. Firestone Junction Final Plat

FINANCIAL CONSIDERATIONS

n/a

RESOLUTION NO. 23-15

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 FIRESTONE JUNCTION FILING NO. 1; AUTHORIZING A SUBDIVISION AGREEMENT PERTAINING TO THE FIRESTONE JUNCTION FILING NO. 1 SUBDIVISION

WHEREAS, THF Firestone Development, LLC (“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 “Firestone Junction Filing No. 1” (the “Final Plat”), attached hereto as **Exhibit A**, and a proposed Subdivision Agreement for the Property, attached hereto as **Exhibit B**; and

WHEREAS, after reviewing the evidence and argument presented at the Board of Trustees, the Board of Trustees finds the proposed Final Plat to be in substantial compliance with the technical requirements of the Firestone Development Code; and

WHEREAS, the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town and its citizens to accept the Firestone Junction Filing No. 1 Subdivision Agreement and to accept financial guarantees for improvements to be constructed by the Applicant.

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

Section 1. The above Recitals and Findings of the Board of Trustees are hereby incorporated into this resolution.

Section 2. The Board of Trustees hereby approves the final plat for Firestone Junction 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 Firestone Junction Filing No. 1 final plat and construction drawings shall be made to the Town staff’s satisfaction.
- (b) Applicant shall execute the Firestone Junction Filing No. 1 Subdivision Agreement.

Section 3. The dedication of all easements and all other places designated for public use as shown upon the plat Firestone Junction 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 Agreement between the Town of Firestone and the Applicant is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**. The Mayor is authorized to execute the Subdivision Agreement on behalf of the Town.

Section 7. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Firestone Junction 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 twenty (120) days of the date of this Resolution.

PASSED AND ADOPTED this ____ day of _____, 2023.

Drew Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Firestone Junction Filing No. 1
Final Plat

EXHIBIT B
Firestone Junction Filing No. 1
Subdivision Agreement

**FIRESTONE JUNCTION FILING NO. 1 MINOR SUBDIVISION
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**, 9950 Park Avenue, Firestone, Colorado, 80504, hereinafter referred to as “Firestone” or “Town,” and **{OWNER NAME}**, a **{State}** corporation, **{Address, City, State, Zip Code}**, hereinafter referred to as “Owner;” and

WHEREAS, Owner has submitted a Minor Plat for Firestone Junction 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 Town has reviewed its Water Supply Plan, which addresses the Town's existing water obligations and its present and future water supplies. The Town has also reviewed its Conservation Plan and its Municipal Code regarding water dedications, and has determined, at its sole discretion, that it will be able to provide an adequate water supply to serve the Properties water needs at full build out pursuant to Section 29-20-301 C.R.S. et seq. As a term and condition of providing said water, the Developer hereby agrees to comply with the Town's Municipal Code regarding water dedications and cash in lieu of water dedications; 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. PUBLIC USE DEDICATION

Owner shall convey to Firestone certain lands as described as open space and park in “Exhibit A” attached hereto and incorporated herein by reference. Conveyance of these lands shall be by plat dedication in form and substance acceptable to Firestone. If not already conveyed, conveyance

shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Firestone. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

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 approved by the Left Hand Water District.

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, {HOA Name} (“HOA”), {Metro District Name}, maintenance district, 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 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, 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 for the construction of Jake Jabs Boulevard improvements as shown on the Town accepted final construction plans.

- B. Installation of Parks, Landscaping and Trails**
Owner shall design and construct Landscape and Trail Improvements on Lot 1 as shown on the accepted construction plans.
- C. Maintenance of Parks, Trails, Open Space and Landscaping**
Lot 1 shall be maintained by the Obligated Entity.
- D. Maintenance of Vacant Lots**
Owner shall be responsible for maintenance, including weed control, on all lots until such time the lots are sold to a homeowner.
- E. Fencing and Screening**
Fencing within the Development shall be installed in accordance with Title 16 of the Code.
- F. Utilities**
Owner shall provide the Town with all necessary permanent and temporary drainage and utility easements prior to construction.
- G. Temporary Drainage Easement**
- a. Grant of Easement.** Owner grants and conveys to the Town, its successors and assigns, a temporary easement (the “TE”) on, over, under and across the Property as described more fully on **Exhibit D**, attached to and made a part of this Agreement (the “TE Area”), subject to the terms and conditions set forth herein.
 - b. Purpose and Use of Easement.** The Town may use the TE to construct, install, operate, use, maintain, repair, modify, reconstruct, replace, inspect and remove, at any time and from time to time, surface or underground drainage structures and facilities, including without limitation channels, ditch sections, storm sewers, culverts, curb and gutter, inlets, cut and fill slopes, embankments, and road shoulder (the “Improvements”), and for access to the Improvements within the TE Area.
 - c. Grantor’s Rights in Easement Area.** Owner reserves the right to use the TE Area for any purposes which will not impair, endanger or unreasonably interfere with the Town’s full enjoyment of the rights hereby granted. During the Term, Owner shall not impair the lateral or subjacent support for the TE Area, or otherwise change the ground level in the TE Area.
 - d. Term.** This TE shall commence upon the date of mutual execution of this Agreement, and shall terminate thirty (30) days after the date the Town issues Initial Acceptance of the drainage improvements described in Section IV in accordance with Section V.C.
 - e. Restoration.** Upon completing any work in the TE Area, the Town will make such repairs or take such other action as may be necessary to restore the TE Area to a condition comparable to its condition prior to the Town’s activities in the TE Area, including but not limited to the reseeding and replanting of any disturbed areas in a manner reasonably satisfactory to Owner, correction of any

subsidence, and restoration of any other improvements or conditions impacted by the Town's activities.

H. Water Dedication

Based on information provided by the applicant on the accepted plans, the Town has determined that the amount of water to be dedicated to the Town, which is required as a condition of plat approval pursuant to Chapter 13.08.010 of the Firestone Municipal Code, to be ("Water Dedication"):

Irrigation Demand:	4.66 Acre-feet
Domestic Demand:	71.86 Acre-feet
Total Demand:	76.52 Acre-feet

A total of 77 acre-feet was previously purchased from the Town as fee-in-lieu of dedication.

Owner shall, at the time of subdivision plat approval, dedicate, convey and deliver to the Town Owner's title or ownership interest in and to any and all water rights, free and clear of all liens and encumbrances, in an amount equal to the Water Dedication. Water rights to be dedicated to the Town shall be Colorado-Big Thompson ("CBT") units, or direct flow or storage water rights of a sufficient legal priority to provide for the Water Dedication. The Town shall at all times have the right to require additional amounts of water to be dedicated if actual consumption exceeds the Water Dedication. If the Town determines that additional water must be dedicated, the then-current owner shall provide the water, in a form solely determined by the Town, within 30 days of written notice by the Town. The additional dedication shall be based on the Town's then-current water dedication policies.

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
9950 Park Avenue
Firestone, CO 80504

William P. Hayashi
Williamson and Hayashi, LLC
1650 38th Street, Suite 103
Boulder, CO 80301

Owner:

{Owner Name}
{Owner's Contact Name & Title}
{Owner's Address}
{Owner's City, State Zip Code}

{Owner's Attorney Name}
{Owner's Attorney's Firm}
{Firm's Address}
{Firm's City, State Zip Code}

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: _____
Drew Peterson, Mayor

ATTEST:

Kristi K. Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

{Owner Name}

Title: {Title}

COUNTY OF _____)

Witness my hand and official seal.

(SEAL)

20

EXHIBITS LIST

EXHIBIT A – FIRESTONE JUNCTION FILING NO. 1 MINOR PLAT PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT A

Firelight Park Minor Subdivision Final Plat

EXHIBIT B

Public Improvement Schedule

EXHIBIT C

Public Improvement Reimbursement Schedule

There are no reimbursement due to Owner or the Town.

EXHIBIT D

Temporary Easement Legal Description

FINAL PLAT
BEING A REPLAT OF LOT 4, FIRST REPLAT OF THE AMERICAN FURNITURE WAREHOUSE SUBDIVISION AND TRACT H, FIRESTONE CITY
CENTRE SUBDIVISION FILING NO. 3, SITUATED IN THE NORTH 1/2 OF SECTION 11,
TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
19.2 ACES - 1 LOT MP-22-003
COVER
SHEET 1 OF 4

KNOW ALL MEN BY THESE PRESENTS, THAT THE FIRESTONE DEVELOPMENT, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, BEING THE OWNER OF CERTAIN LANDS IN WELD COUNTY COLORADO, DESCRIBED AS FOLLOWS:

TOGETHER WITH

CONTAINING 840,266 SQUARE FEET, OR 19.290 ACRES, MORE OR LESS;

AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPLE MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 11 SOUTH 02°03'05" EAST, A DISTANCE OF 1,094.35 FEET TO THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY OF JAKE JABS BOUVELVALE, THE SOUTHWEST CORNER OF LOT 1 FIRESTONE CITY CENTRE FILING NO.1 RECORDED UNDER RECEPTION NUMBER 3522365 AND THE NORTHWEST CORNER OF TRACT H OF THE FIRESTONE CITY CENTRE FILING NO. 3 UNDER RECEPTION NUMBER 3722597 BOTH WITH THE WELD COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE DEPARTING THE EAST RIGHT-OF-WAY LINE OF JAKE JABS BOULEVARD AND CONTINUING EASTERLY ALONG THE COMMON LINE OF SAID TRACT H AND THE SOUTH PROPERTY LINE OF SAID LOT 1 THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 74°57'31" EAST, A DISTANCE OF 62.12 FEET TO A POINT OF CURVATURE;
2. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 87.32 FEET, SAID CURVE HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 76°58'09", AND A CHORD WHICH BEARS NORTH 66°33'24" EAST A CHORD DISTANCE OF 80.90 FEET TO A POINT OF REVERSE CURVATURE;
3. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 21.62 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 61°55'39", AND A CHORD WHICH BEARS NORTH 59°02'09" EAST A CHORD DISTANCE OF 20.58 FEET;
4. THENCE NORTH 89°59'59" EAST, A DISTANCE OF 540.60 FEET;
5. THENCE NORTH 44°30'02" EAST, A DISTANCE OF 7.38 FEET;

THENCE CONTINUING SOUTHEASTERLY ALONG THE COMMON LINE OF SAID TRACT H AND THE PROPERTY LINE OF TRACT G OF SAID FIRESTONE CITY CENTRE FILING NO. 1 SOUTH 45°39'01" EAST, A DISTANCE OF 20.01 FEET TO THE INTERSECTION WITH THE WEST PROPERTY LINE OF TRACT B EAGLE CREST SUBDIVISION UNDER RECEPTION NUMBER 3168741 WITH THE WELD COUNTY CLERK AND RECORDER;

THENCE SOUTHWESTERLY ALONG THE COMMON LINE OF THE EAST PROPERTY LINE OF SAID TRACT H AND THE WEST PROPERTY LINE OF SAID TRACT B THE FOLLOWING SIX (6) COURSES:

1. THENCE SOUTH 44°22'01" WEST, A DISTANCE OF 43.71 FEET;
2. THENCE SOUTH 46°53'33" WEST, A DISTANCE OF 295.37 FEET;
3. THENCE SOUTH 49°19'34" WEST, A DISTANCE OF 347.77 FEET;
4. THENCE SOUTH 43°26'27" WEST, A DISTANCE OF 100.48 FEET TO A POINT OF CURVATURE;
5. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 109.21 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 31°17'11", AND A CHORD WHICH BEARS SOUTH 27°47'51" WEST A CHORD DISTANCE OF 107.86 FEET;
6. THENCE SOUTH 12°09'12" WEST, A DISTANCE OF 49.18 FEET TO THE COMMON INTERSECTION OF THE SAID COMMON LINE OF TRACT H AND TRACT B AND THE NORTHEAST CORNER OF LOT 4 THE FIRST REPLAT OF THE AMERICAN FURNITURE WAREHOUSE SUBDIVISION UNDER RECEPTION 3408227 WITH THE WELD COUNTY CLERK AND RECORDER;

THENCE CONTINUING ALONG THE COMMON LINE OF SAID TRACT B AND SAID LOT 4 THE FOLLOWING FIVE (5) COURSES:

1. THENCE SOUTH 12°09'08" WEST, A DISTANCE OF 213.84 FEET;
2. THENCE SOUTH 18°24'43" WEST, A DISTANCE OF 81.48 FEET TO A POINT OF CURVATURE;
3. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 144.90 FEET, SAID CURVE HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 47°26'29", AND A CHORD WHICH BEARS SOUTH 42°07'57" WEST A CHORD DISTANCE OF 140.80 FEET;
4. THENCE SOUTH 65°51'12" WEST, A DISTANCE OF 633.81 FEET TO A POINT OF CURVATURE;
5. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 140.26 FEET, SAID CURVE HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 10°02'44", AND A CHORD WHICH BEARS SOUTH 70°52'34" WEST A CHORD DISTANCE OF 140.08 FEET TO THE INTERSECTION WITH THE SAID EAST RIGHT-OF-WAY LINE OF JAKE JABS BOULEVARD;

THENCE NORTHERLY ALONG THE COMMON LINE OF THE SAID EAST RIGHT-OF-WAY OF JAKE JABS BOULEVARD AND SAID LOT 4, THE FOLLOWING FOUR (4) COURSES:

1. THENCE NORTH 00°00'59" WEST, A DISTANCE OF 353.91 FEET TO A POINT OF CURVATURE;
2. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 592.10 FEET, SAID CURVE HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 61°40'54", AND A CHORD WHICH BEARS NORTH 30°49'28" EAST A CHORD DISTANCE OF 563.92 FEET;
3. THENCE NORTH 61°39'55" EAST, A DISTANCE OF 211.05 FEET TO A POINT OF CURVATURE;
4. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 141.54 FEET, SAID CURVE HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 46°37'31", AND A CHORD WHICH BEARS NORTH 55°36'48" EAST A CHORD DISTANCE OF 141.79 FEET TO INTERSECTION OF SAID LOT 4 AND SAID TRACT H;

THENCE CONTINUING NORTHERLY ALONG THE SAID EAST RIGHT-OF-WAY OF JAKE JABS BOULEVARD AND SAID TRACT H ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 403.68 FEET, SAID CURVE HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 46°37'31", AND A CHORD WHICH BEARS NORTH 32°18'02" EAST A CHORD DISTANCE OF 397.60 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 840,266 SQUARE FEET OR 19.29 ACRES, MORE OR LESS.

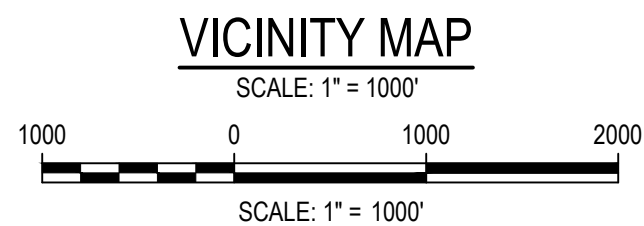
HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO ONE LOT AND BLOCK, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF FIRESTONE JUNCTION FILING NO. 1 MINOR PLAT, AND DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE ALL PUBLIC RIGHTS-OF-WAY AND EASEMENTS FOR PURPOSES SHOWN HEREON.

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, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE PAID BY THE TOWN OF FIRESTONE, COLORADO, AND THAT SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF FIRESTONE, COLORADO, APPROVED BY THE TOWN OF FIRESTONE, COLORADO, AND THAT SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF FIRESTONE, COLORADO, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF FIRESTONE, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT ITEMS OWNED BY MUNICIPALITY-FRANCHISED UTILITIES, OTHER-SERVING PUBLIC UTILITIES AND/OR OWN, INC., WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH MUNICIPALITY-FRANCHISED UTILITIES, OTHER-SERVING PUBLIC UTILITIES, AND/OR OWN, INC. AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF FIRESTONE, COLORADO.

EXECUTED THIS _____ DAY OF _____ A.D., 20____.

OWNER: THE FIRESTONE DEVELOPMENT, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY
BY: THE FIRESTONE INVESTORS, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
MICHAEL STAENBERG, MANAGER



3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, HARRIS KOCHER SMITH RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. 100-NO032288-020-JY, AMENDMENT NO. 3 ISSUED BY FIDELITY NATIONAL TITLE, NATIONAL COMMERCIAL SERVICES AND HAVING AN EFFECTIVE DATE OF JULY 2, 2021.
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 68 WEST LINE OF THE 6TH PRINCIPAL MERIDIAN ON ASSUMED COORDINATE SYSTEM BEARINGS. MONUMENTED AT THE NORTHWEST QUARTER CORNER BY A FOUND 3.25 INCH ALUMINUM DISC STAMPED: CDOT T2N R68W 3/2[0]11 1999 PLS 24307 AND AT THE NORTH QUARTER OF SAID SECTION 11 BY A FOUND 2.5 INCH ALUMINUM DISC STAMPED: TST INC T2N R68W 2/11 2003 PLS 31169, BEARING NORTH 89°51'27" EAST.
4. THE PROJECT COORDINATE SYSTEM IS COLORADO STATE PLANE NORTH ZONE 83 (1996), MODIFIED TO GROUND UTILIZING A SCALE FACTOR OF 1.0002704103.
5. THE LINEAR UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.
5. THE FIELD LEGAL DESCRIPTION SHOWN ON THE SURVEY AND DEPICTED ON THE SURVEY DRAWING DESCRIBES THE SAME PROPERTY AND IS ONE AND THE SAME AS THE RECORD LEGAL DESCRIPTION PROVIDED IN THE REFERENCED TITLE COMMITMENT AND EACH LOT FORMS A MATHEMATICALLY CLOSED FIGURE WITHOUT GAPS OR OVERLAPS.
6. SUBJECT PROPERTY FALLS WITHIN ZONE X OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 080046 02034, DATED SEPTEMBER 4, 2020. ZONE X IS DEFINED AS AREAS OF MINIMAL FLOOD HAZARD.
7. A PERPETUAL EASEMENT OVER AND ACROSS LOT 1, BLOCK 1 FIRESTONE JUNCTION FLING NO 1 MINOR PLAT FOR:
(A) PUBLIC ACCESS TO AND USE OF PARK, PARK EQUIPMENT, PARK FACILITIES, AND ASSOCIATED PARK ELEMENTS INSTALLED UPON, ACROSS, OVER, THROUGH, AND WITHIN SUCH LOT, FOR ACTIVE AND PASSIVE RECREATIONAL USES, SUBJECT TO AND IN COMPLIANCE WITH ANY PARK RESTRICTIONS, PROHIBITIONS, RULES AND REGULATIONS ADOPTED BY THE LOT OWNER;
(B) VEHICLE AND PEDESTRIAN INGRESS AND EGRESS AND PARKING OF VEHICLES BY MEMBERS OF THE PUBLIC, RESTRICTED TO THE LOCATION OF SIDEWALKS, PEDESTRIAN PATHS, STREETS, AND PARKING LOTS INSTALLED UPON, ACROSS, OVER, THROUGH, AND WITHIN SUCH LOT, SUBJECT TO AND IN COMPLIANCE WITH ANY RESTRICTIONS, PROHIBITIONS, RULES, AND REGULATIONS ADOPTED BY THE LOT OWNER.
8. WATER DEDICATION:
WATER DEDICATION WAS DETERMINED BASED ON INFORMATION PROVIDED BY THE APPLICANT. THE TOTAL AMOUNT OF WATER TO BE DEDICATED TO THE TOWN WAS CALCULATED BASED ON THE TOTAL ESTIMATED DOMESTIC (IN-BUILDING) DEMAND AND ON QUANTITIES OF IRRIGATED LANDSCAPING ON THE SITE. THE TOWN SHALL AT ALL TIMES HAVE THE RIGHT TO REQUIRE ADDITIONAL WATER DEDICATION IF ACTUAL CONSUMPTION EXCEEDS THIS CALCULATED ESTIMATE. IF THE TOWN DETERMINES THAT ADDITIONAL WATER IS TO BE DEDICATED, THE OWNER SHALL PROVIDE THE WATER WITHIN 30 DAYS WRITTEN NOTICE BY THE TOWN. THE ADDITIONAL DEDICATION SHALL BE BASED ON THE TOWN'S THEN-CURRENT WATER DEDICATION POLICIES.

THE TOWN OF FIRESTONE HAS DETERMINED THAT THE REQUIRED RAW WATER DEDICATION TO BE AS FOLLOWS:

DOMESTIC DEMAND (MULTI-FAMILY UNITS) = 70.20 ACRE-FEET
IRRIGATION DEMAND = 10.74 ACRE-FEET

A TOTAL OF 80.94 ACRE-FEET (134.90 CFT SHARES) SHALL BE TRANSFERRED TO THE TOWN PRIOR TO THE ISSUANCE OF A BUILDING PERMIT

STATE OF COLORADO)
) SS.
COUNTY OF WELD)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 201____
BY _____, AS _____.

WITNESS MY HAND AND OFFICIAL SEAL. _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

FILEPATH: K:\210538\SURVEY\JJA-PLAT 210538.DWG LAYOUT: COVER
2 XREFs: nearmap(U), o-legal(U)
PLOTTED: MON 12/12/22 10:01:34 BY: SHAWN CLARKE

THIS IS TO CERTIFY THAT THIS FINAL PLAT FOR FIRESTONE JUNCTION FILING NO.1 MINOR PLAT WAS APPROVED ON THE _____ DAY OF _____, 20____ BY RESOLUTION NO. _____ PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, HELD ON THIS _____ DAY OF _____, 20____, AND MAY BE FILED WITH THE CLERK AND RECORDER OF WELD COUNTY. ALL PUBLIC DEDICATIONS SHOWN THEREON ARE ACCEPTED BY THE TOWN, SUBJECT TO THE PROVISION THAT NEITHER APPROVAL NOR ACCEPTANCE OBLIGATES THE TOWN OF FIRESTONE FOR THE FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND OR EASEMENTS DEDICATED TO THE TOWN EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF TRUSTEES. A PORTION OF THE EXISTING 60' DRAINAGE EASEMENT IS HEREBY VACATED AS SHOWN HEREON.

MAYOR _____

ATTEST: TOWN CLERK

I, SHAWN D. CLARKE, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES 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.

SHAWN D. CLARKE, PLS 38061
FOR AND ON BEHALF OF
HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
SCLARKE@HKS.COM

STATE OF COLORADO)
) SS.
COUNTY OF WELD)

THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF THE COUNTY OF WELD
AT _____ (A.M./P.M.) ON THE _____ DAY OF _____ A.D., 20____ IN
BOOK _____, PAGE _____, MAP _____, RECEPTION NO. _____

CLERK AND RECORDER

BY _____
DEPUTY CLERK AND RECORDER

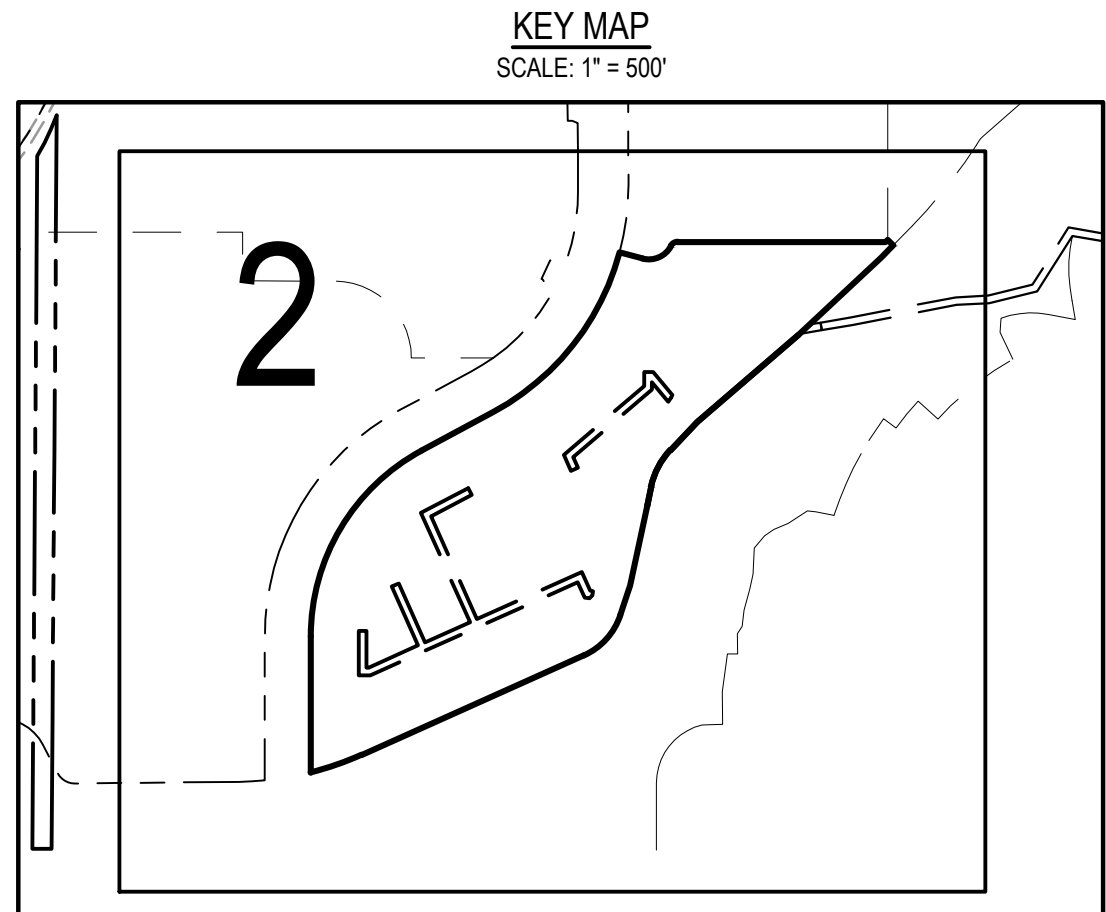
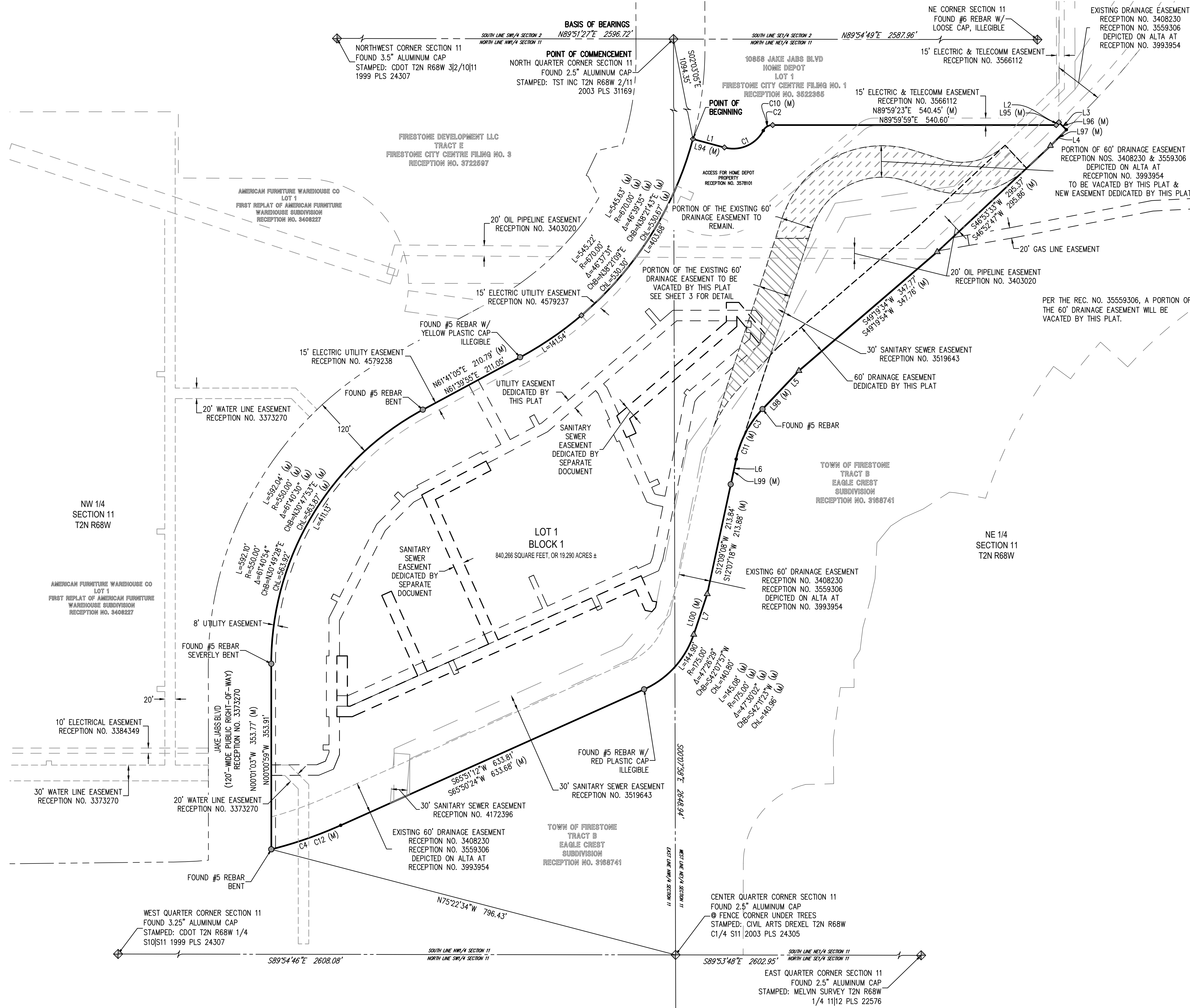
DRAFT

PREPARED BY: PROJECT #: 210538
HKS **HARRIS
KOCHER
SMITH**
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

FIRESTONE JUNCTION FILING NO. 1 MINOR PLAT

FINAL PLAT
BEING A REPLAT OF LOT 4, FIRST REPLAT OF THE AMERICAN FURNITURE WAREHOUSE SUBDIVISION AND TRACT H, FIRESTONE CITY
CENTRE SUBDIVISION FILING NO. 3, SITUATED IN THE NORTH 1/2 OF SECTION 11,
TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
19.2 ACES - 1 LOT MP-22-003

SITE
SHEET 2 OF 4



LEGEND

- FOUND MONUMENT AS DESCRIBED
- ◆ FOUND #5 REBAR W/ YELLOW PLASTIC CAP V3 PLS 37993
- ▲ FOUND 2.5" ALUMINUM CAP DREXEL PLS 24305
- SET #5x18" REBAR WITH 1-1/4" GREEN PLASTIC CAP PLS 38061
- ◆ SECTION CORNER
- (M) MEASURED BEARING, DISTANCE, OR ANGLE

- BOUNDARY LINE
- - - PROPERTY LINE
- ▨ PORTION OF EXISTING DRAINAGE EASEMENT TO REMAIN
- ▩ PORTION OF EXISTING DRAINAGE EASEMENT TO BE VACATED BY SEPARATE INSTRUMENT

LINE TABLE			MEASURED LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S74°57'31"E	62.12'	L94	S74°57'48"E	62.12'
L2	N44°30'02"E	7.38'	L95	N45°09'26"E	7.47'
L3	S45°39'01"E	20.01'	L96	S45°17'38"E	19.99'
L4	S44°22'01"W	43.71'	L97	S44°26'34"W	43.17'
L5	S43°26'27"W	100.48'	L98	S43°26'31"W	100.62'
L6	S12°09'12"W	49.18'	L99	S12°18'37"W	49.10'
L7	S18°24'43"W	81.48'	L100	S18°23'30"W	81.40'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	65.00'	76°58'09"	87.32'	N66°33'24"E	80.90'
C2	20.00'	61°55'39"	21.62'	N59°02'09"E	20.58'
C3	200.00'	31°17'11"	109.21'	S27°47'51"W	107.86'
C4	800.00'	10°02'44"	140.26'	S70°52'34"W	140.08'
C5	201.83'	19°05'22"	67.24'	N33°49'29"E	66.93'

MEASURED CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C10	20.00'	62°16'32"	21.74'	N59°17'07"E	20.68'
C11	200.00'	31°16'02"	109.14'	S27°45'41"W	107.79'
C12	800.00'	10°01'52"	140.06'	S70°54'03"W	139.88'

DRAFT

SCALE: 1" = 100'

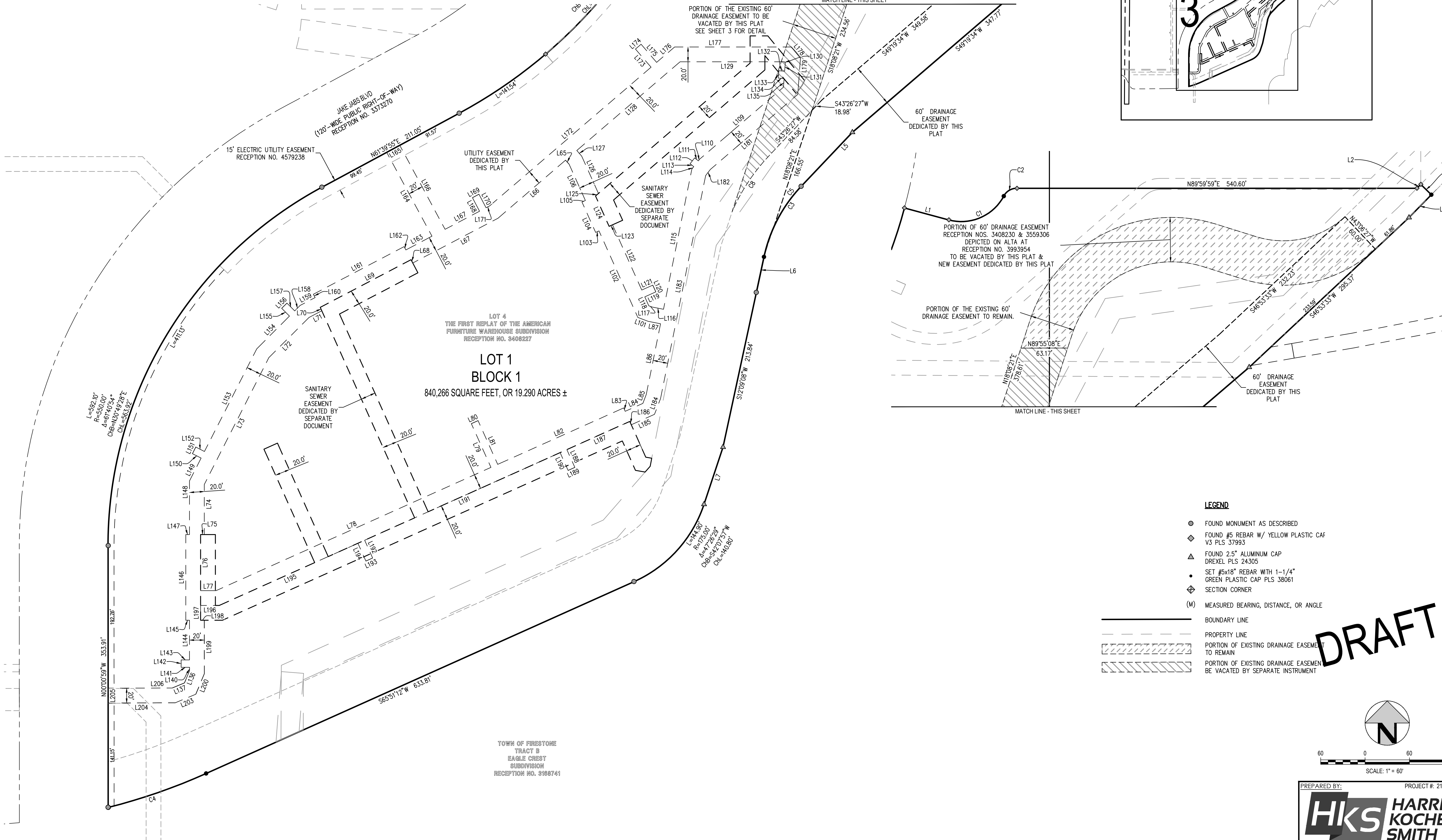
PREPARED BY: PROJECT #: 210538
HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

FIRESTONE JUNCTION FILING NO. 1 MINOR PLAT

FINAL PLAT

BEING A REPLAT OF LOT 4, FIRST REPLAT OF THE AMERICAN FURNITURE WAREHOUSE SUBDIVISION AND TRACT H, FIRESTONE CITY
CENTRE SUBDIVISION FILING NO. 3, SITUATED IN THE NORTH 1/2 OF SECTION 11,
TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
19.2 ACES - 1 LOT MP-22-003

EASEMENTS
SHEET 3 OF 4



KEY MAP
SCALE: 1" = 500'

LEGEND

- FOUND MONUMENT AS DESCRIBED
- ◆ FOUND #5 REBAR W/ YELLOW PLASTIC CAP
V3 PLS 37993
- ▲ FOUND 2.5" ALUMINUM CAP
DREXEL PLS 24305
- SET #5x18" REBAR WITH 1-1/4" GREEN PLASTIC CAP PLS 38061
- ⊕ SECTION CORNER
- (M) MEASURED BEARING, DISTANCE, OR ANGLE

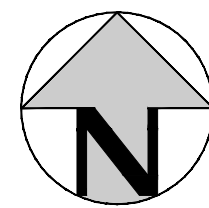
BOUNDARY LINE

PROPERTY LINE

PORTION OF EXISTING DRAINAGE EASEMENT TO REMAIN

PORTION OF EXISTING DRAINAGE EASEMENT TO BE VACATED BY SEPARATE INSTRUMENT

DRAFT



60 0 60 120
SCALE: 1" = 60'

PREPARED BY:

PROJECT #: 210538

HKS **HARRIS KOCHER SMITH**

1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

FIRESTONE JUNCTION FILING NO. 1 MINOR PLAT

FINAL PLAT

BEING A REPLAT OF LOT 4, FIRST REPLAT OF THE AMERICAN FURNITURE WAREHOUSE SUBDIVISION AND TRACT H, FIRESTONE CITY
CENTRE SUBDIVISION FILING NO. 3, SITUATED IN THE NORTH 1/2 OF SECTION 11,
TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF FIRESTONE,COUNTY OF WELD, STATE OF COLORADO
19.2 ACES - 1 LOT MP-22-003
LINE AND CURVE TABLES
SHEET 4 OF 4

LINE TABLE		
LINE	BEARING	LENGTH
L1	S74°57'31"E	62.12'
L2	N44°30'02"E	7.38'
L3	S45°39'01"E	20.01'
L4	S44°22'01"W	43.71'
L5	S43°26'27"W	100.48'
L6	S12°09'12"W	49.18'
L7	S18°24'43"W	81.48'
L30	S62°18'11"W	138.50'
L31	S24°08'48"E	311.75'
L32	S65°51'12"W	127.99'
L33	N24°05'15"W	167.95'
L34	S65°54'45"W	20.00'
L35	S24°05'15"E	167.97'
L36	S65°51'12"W	141.37'
L37	S89°59'01"W	5.17'
L38	N00°00'59"W	95.79'
L39	S89°59'01"W	20.00'

LINE TABLE		
LINE	BEARING	LENGTH
L40	S00°00'59"E	115.79'
L41	N89°59'01"E	29.44'
L42	N65°51'12"E	592.21'
L43	S24°08'48"E	43.48'
L44	S79°43'52"E	13.23'
L45	N41°05'29"E	10.42'
L46	N11°07'31"E	11.05'
L47	N79°43'52"W	8.19'
L48	N24°08'48"W	52.94'
L49	S65°51'12"W	298.57'
L50	N24°08'48"W	292.96'
L51	N62°18'11"E	119.70'
L52	N27°41'20"W	20.00'
L53	S28°10'57"W	7.22'
L54	S35°14'36"W	13.81'
L55	N39°29'09"W	66.57'
L56	S00°00'00"E	19.35'

LINE TABLE		
LINE	BEARING	LENGTH
L57	S49°19'34"W	289.72'
L58	S24°09'32"E	30.07'
L59	S65°50'28"W	20.00'
L60	N24°09'32"W	45.00'
L61	N49°19'34"E	275.47'
L62	N00°00'00"E	36.84'
L63	N90°00'00"E	23.94'
L64	S39°29'09"E	78.27'
L65	N41°27'53"W	7.24'
L66	S49°19'34"W	120.39'
L67	S62°17'13"W	130.13'
L68	N27°41'49"W	5.04'
L69	S62°18'11"W	138.50'
L70	S24°08'48"E	5.09'
L71	S62°17'13"W	19.52'
L72	S44°59'53"W	76.76'
L73	S26°58'45"W	192.32'

LINE TABLE		
LINE	BEARING	LENGTH
L74	S00°00'59"E	67.68'
L75	S89°59'01"W	5.00'
L76	S00°00'59"E	75.79'
L77	N89°59'01"E	20.89'
L78	N65°51'12"E	407.09'
L79	N24°08'48"W	64.83'
L80	N65°51'12"E	10.00'
L81	S24°08'48"E	64.83'
L82	N65°51'12"E	186.57'
L83	S24°08'48"E	5.00'
L84	N65°51'12"E	26.14'
L85	N20°51'12"E	12.95'
L86	N11°26'07"E	97.38'
L87	N78°52'29"W	17.07'
L94	S74°57'48"E	62.12'
L95	N45°09'26"E	7.47'
L96	S45°17'38"E	19.99'

LINE TABLE		
LINE	BEARING	LENGTH
L97	S44°26'34"W	43.17'
L98	S43°26'31"W	100.62'
L99	S12°18'37"W	49.10'
L100	S18°23'30"W	81.40'
L101	N69°08'48"W	14.99'
L102	N24°08'48"W	128.13'
L103	S65°50'28"W	5.02'
L104	N24°09'32"W	45.00'
L105	N65°50'28"E	5.03'
L106	N24°08'48"W	53.79'
L109	S49°19'34"W	149.32'
L110	S38°06'35"W	2.82'
L111	N51°58'41"W	6.36'
L112	S38°01'19"W	10.00'
L113	S51°58'41"E	6.35'
L114	S38°06'35"W	4.21'
L115	S11°26'07"W	193.30'

LINE TABLE		
LINE	BEARING	LENGTH
L116	N78°52'29"W	15.47'
L117	N69°08'48"W	5.01'
L118	N24°08'48"W	13.24'
L119	N65°51'12"E	16.33'
L120	N24°08'48"W	10.00'
L121	S65°51'12"W	16.33'
L122	N24°08'48"W	96.61'
L123	S65°50'28"W	5.02'
L124	N24°09'32"W	45.00'
L125	N49°19'34"E	5.22'
L126	N24°07'16"W	55.34'
L127	N41°27'53"W	10.02'
L128	N49°19'34"E	184.05'
L129	S89°59'57"E	140.92'
L130	S39°29'09"E	1.94'
L131	S04°19'34"W	11.24'
L132	N85°38'26"W	7.80'

LINE TABLE		
LINE	BEARING	LENGTH
L133	S04°21'34"W	10.00'
L134	S85°38'26"E	7.80'
L135	S04°19'34"W	11.68'
L136	N22°29'01"E	17.91'
L137	S67°29'01"W	17.92'
L140	N00°00'59"W	4.60'
L141	S89°59'01"W	11.33'
L142	N00°00'59"W	10.00'
L143	N89°59'01"E	11.33'
L144	N00°00'59"W	53.59'
L145	S89°59'01"W	5.00'
L146	N00°00'59"W	115.79'
L147	N89°59'01"E	5.00'
L148	N00°00'59"W	72.48'
L149	N26°58'45"E	34.65'
L150	N63°03'51"W	13.16'
L151	N26°56'09"E	10.00'

LINE TABLE		
LINE	BEARING	LENGTH
L152	S63°03'51"E	13.17'
L153	N26°58'45"E	155.64'
L154	N44°59'53"E	62.57'
L155	N45°00'07"W	14.86'
L156	N44°59'53"E	10.00'
L157	S45°00'07"E	14.86'
L158	N44°59'53"E	10.40'
L159	N62°17'13"E	22.88'
L160	N27°38'58"W	5.08'
L161	N62°18'11"E	138.50'
L162	S27°39'54"E	5.04'
L163	N62°17'13"E	39.85'
L164	N28°20'16"W	128.84'
L165	N61°39'44"E	20.00'
L166	S28°20'16"E	129.06'
L167	N62°17'13"E	52.60'
L168	N27°41'49"W	20.64'

LINE TABLE		
LINE	BEARING	LENGTH
L169	N62°18'11"E	10.00'
L170	S27°41'49"E	20.64'
L171	N62°17'13"E	5.41'
L172	N49°19'34"E	287.61'
L173	N40°40'26"W	32.33'
L174	N49°19'34"E	10.00'
L175	S40°40'26"E	32.33'
L176	N49°19'34"E	31.97'
L177	S89°59'57"E	157.77'
L178	S39°29'09"E	19.42'
L179	S04°19'34"W	40.13'
L181	S49°19'34"W	155.64'
L182	S38°06'35"W	10.33'
L183	S11°26'07"W	307.59'
L184	S20°51'12"W	22.88'
L185	S65°51'12"W	34.43'
L186	N24°08'48"W	5.00'

LINE TABLE		
LINE	BEARING	LENGTH
L187	S65°51'12"W	93.12'
L188	S24°08'48"E	26.33'
L189	S65°51'12"W	10.00'
L190	N24°08'48"W	26.33'
L191	S65°51'12"W	289.46'
L192	S24°08'48"E	26.33'
L193	S65°51'12"W	10.00'
L194	N24°08'48"W	26.33'
L195	S65°51'12"W	205.36'
L196	S89°59'01"W	25.17'
L197	S00°00'59"E	20.00'
L198	N89°59'01"E	5.00'
L199	S00°00'59"E	72.17'
L200	S22°29'01"W	30.17'
L203	S67°29'01"W	30.16'
L204	S89°49'48"W	90.58'
L205	N00°03'03"W	20.00'

LINE TABLE		
LINE	BEARING	LENGTH
L206	N89°49'48"E	86.59'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	65.00'	76°58'09"	87.32'	N66°33'24"E	80.90'
C2	20.00'	61°55'39"	21.62'	N59°02'09"E	20.58'
C3	200.00'	31°17'11"	109.21'	S27°47'51"W	107.86'
C4	800.00'	10°02'44"	140.26'	S70°52'34"W	140.08'
C5	201.83'	19°05'22"	67.24'	N33°49'29"E	66.93'
C10	20.00'	62°16'32"	21.74'	N59°17'07"E	20.68'
C11	200.00'	31°16'02"	109.14'	S27°45'41"W	107.79'
C12	800.00'	10°01'52"	140.06'	S70°54'03"W	139.88'

DRAFT

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.c

Consent Agenda

Meeting Date: January 25, 2023

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Resolution 23-22: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING PAYMENT OF THE COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY'S INSURANCE PREMIUMS FOR 2023 PROPERTY AND CASUALTY COVERAGE

SUMMARY

This resolution will authorize the payment to CIRSA for 2023 insurance premiums for the following coverage:

- Property/Casualty Coverage:
- Public Officials E&O Liability
- Property Damage from Mobile Equipment
- Police Professional Liability
- Water Line Ruptures / Sewer Back-up
- General Liability (including separately rated exposures)
- Auto Physical Damage
- Auto Liability
- Property Damage

HISTORY AND PREVIOUS BOARD ACTION

2022 insurance premium cost was \$323,240.86

RECOMMENDATION

Approval of Resolution authorizing staff to expend funds

ALTERNATIVES

ATTACHMENTS

1. CIRSA Ins Premium 2023 Reso

FINANCIAL CONSIDERATIONS

Property/Casualty Coverage:	
Public Officials E&O Liability	\$81,802.48
Property Damage from Mobile Equipment	\$1,000.00
Police Professional Liability	\$90,128.80
Water Line Ruptures / Sewer Back-up	\$3,034.00
General Liability (including separately rated exposures)	\$28,405.91
Auto Physical Damage	\$26,476.44
Auto Liability	\$35,103.75
Property Damage	\$57,765.25
Total Property/Casualty Coverage:	\$323,716.63
Loss Control Credit	(\$4,171.00)

TOTAL

\$319,545.63

RESOLUTION NO. 23-22

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, AUTHORIZING PAYMENT OF THE
COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY'S
INSURANCE PREMIUMS FOR 2023 PROPERTY AND CASUALTY
COVERAGE**

WHEREAS, the Colorado Intergovernmental Risk Sharing Agency ("CIRSA") is a municipal self-insurance pool that provides coverage for municipal entities within the state; and

WHEREAS, the Town of Firestone is a CIRSA member and thus responsible for payment of the coverages provided by CIRSA for the Town; and

WHEREAS, the Board of Trustees desires to approve the 2023 premiums for the coverages listed herein.

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

The Board of Trustees authorizes payment to CIRSA for the 2023 premiums for the following coverages: police professional liability, waterline ruptures/sewer backups, property damage, property damage from mobile equipment, general liability, auto physical damage, auto liability, public officials errors, and omissions liability, excess crime, community service workers accident plan and equipment breakdown.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Kristi K. Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a

Presentation

Meeting Date: January 25, 2023

Initiated By: David Angelo

Dept: Police

AGENDA TITLE

Introduction of New Police Commander Heidi Walts

SUMMARY

Introduce newly hired Commander Heidi Walts

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.a

Land Development

Meeting Date: January 25, 2023

Initiated By: Marty Ostholthoff

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 23-17: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE TOWN OF FIRESTONE

SUMMARY

The Denmore residential preliminary plat proposes a total of 573 dwelling units consisting of 321 single family detached residential lots, 132 paired home lots, and 120 townhome residential lots and 30 tracts for future development, open space, landscaping and drainage purposes on approximately 143.5 acres.

HISTORY AND PREVIOUS BOARD ACTION

The Denmore property was annexed and zoned by the Town in July 2022.

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 23-17, a resolution approving the Denmore Preliminary Plat application with the following conditions:

1. All remaining technical corrections to the Denmore preliminary plat and construction drawings requested by the Town staff shall be made to the Town staff's satisfaction.
2. At the Final Plat stage, the Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

ALTERNATIVES

n/a

ATTACHMENTS

1. Resolution 23-17
2. Denmore Preliminary Plat
3. Denmore Preliminary Landscape Plans
4. Denmore Neighborhood Meeting Summary
5. Planning & Zoning Commission Resolution PC 23-01
6. Staff Report

FINANCIAL CONSIDERATIONS

n/a

RESOLUTION NO. 23-17

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE TOWN OF FIRESTONE

WHEREAS, Denmore LLC (“Applicant”), as owner of certain real property located within the Town of Firestone (the “Property”), has submitted a proposed preliminary subdivision plat (“Preliminary Plat”) for the Property; and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the proposed preliminary subdivision plat on January 5, 2023, rendered a decision recommending approval of the Preliminary Plat with two (2) conditions as more fully set forth in PC-23-01, dated January 5, 2023; and

WHEREAS, on January 25, 2023, the Board of Trustee conducted a public hearing on the proposed Preliminary Plat; 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 proposed Preliminary Plat is in substantial conformance with the technical requirements of the Firestone Development Code, and that the proposed development plan meets the applicable requirements and standards set forth in the Firestone Municipal Code and 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-23-01.

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 Preliminary Plat of Denmore, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to compliance with the following conditions:

- (a) All remaining technical corrections to the Denmore Preliminary Plat and Construction Drawings requested by Town staff shall be made to the Town staff’s satisfaction.
- (b) At the Final Plat stage, the Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

Section 4. Unless otherwise extended by the Board of Trustees, the approval of the

Denmore Preliminary Plat shall be null and void if a final plat for all or a portion of the property is not approved by the Town of Firestone within three years of the date of this Resolution.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Denmore
Preliminary Plat

LOCATED IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
573 LOTS, 30 TRACTS, 143.482 ACRES, FILE NO. PP-22-032

KNOW ALL MEN BY THESE PRESENTS: TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION, BEING THE OWNER OF THAT REAL PROPERTY MORE FULLY DESCRIBED AS FOLLOWS:

PARCEL 1:
THE SE 1/4 OF THE NE 1/4 OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, WHICH LIES EAST OF THE RIGHT OF WAY OF THE UNION PACIFIC RAILROAD

PARCEL 1:
THE SE 1/4 OF THE NE 1/4 OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, WHICH LIES EAST OF THE RIGHT OF WAY OF THE UNION PACIFIC RAILROAD

PARCEL 2:
THE E 1/2 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

PARCEL 3:
THE SW 1/4 OF THE SE 1/4, THAT PART OF THE SE 1/4 OF THE SW 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 6,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, LYING EAST OF THE RIGHT
OF WAY OF THE UNION PACIFIC RAILROAD.

AND DESCRIBED BY METES AND BOUNDS (AS SURVEYED):

PART OF THE SOUTH HALF AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6 AND ASSUMING THE SOUTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 6 BEARS S88°48'45"E, A DISTANCE OF 2640.47 FEET MONUMENTED ON THE WEST BY A 2.5" ALUMINUM CAP STAMPED "LS 31169" IN A MONUMENT BOX AND ON THE EAST BY A NUMBER 6 REBAR WITH 3" BRASS CAP, STAMPING ILLEGIBLE, IN A RANGE BOX, WITH ALL OTHER BEARINGS RELATIVE THERETO; THENCE N88°48'45"W, A DISTANCE OF 30.00 FEET ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE N0°51'05"E, A DISTANCE OF 30.00 FEET TO THE INTERSECTION OF THE NORTH LINE OF FIRESTONE BOULEVARD AND THE WEST LINE OF WELDON COUNTY ROAD NUMBER 15, BOTH RECORDED AT THE WELDON COUNTY, COLORADO CLERK AND RECORDERS OFFICE AT BOOK 86, PAGE 273 AND THE POINT OF BEGINNING;

THENCE N88°48'45"W, A DISTANCE OF 2610.61 FEET, ON SAID NORTH LINE TO AN ANGLE POINT THEREIN;

THENCE N89°34'24"W, A DISTANCE OF 54.32 FEET ON SAID NORTH LINE TO THE EASTERLY LINE OF FIRESTONE TRAIL ANNEXATION NO. 2, RECORDED AT SAID CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 2928666;

THENCE N29°40'27"E, A DISTANCE OF 1409.92 FEET ON SAID EASTERLY LINE,

THENCE N29°41'50"E, A DISTANCE OF 3103.28 FEET ON SAID EASTERLY LINE TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6;

THENCE S88°04'45"E, A DISTANCE OF 488.26 FEET ON SAID NORTH LINE TO THE WEST LINE OF SAID WELD COUNTY ROAD NUMBER 15;

THENCE S00°51'35"W, A DISTANCE OF 1338.82 FEET ON SAID WEST LINE TO AN ANGLE POINT THEREIN;

THENCE S00°51'05"W, A DISTANCE OF 2620.47 FEET ON SAID WEST LINE
CONTAINING 6,250,139 SQUARE FEET OR 143.482 ACRES, MORE OR LESS.

DISTANCE ARE U.S. SURVEY FEET;

HAS LAID OUT, SUBDIVIDED AND LATTED SAID LAND AS PER THE DRAWING CONTAINED UNDER THE NAME AND STYLE OF ENLIGHTENED, A SUBDIVISION 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, IS EXPRESSLY GRANTED TO SAID SUBSIDIVIDER AND HIS SUCCESSORS AND ASSIGNS, UNDISBURSED, IN AND TO THE LANDS, INCLUDING INSTALLING SANITARY SEWER SYSTEMS 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 SUBSIDIVIDER OR ARRANGEMENTS MADE BY THE SUBSIDIVIDER THEREOF TO BE MAINTAINED AND REPAIRED IN ACCORDANCE WITH THE STANDARDS OF THE PUBLIC UTILITIES COMMISSION OF THE STATE OF FIRESTONE, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF FIRESTONE SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF FIRESTONE, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES, AND/OR CENTURY TRUSTS, AND THAT THE TOWN OF FIRESTONE SHALL HAVE THE RIGHT TO REVOKE OR REVOKE THE PROPERTY BEING DEDICATED TO THE TOWN OF FIRESTONE A BLANKET EMERGENCY ACCESS EASEMENT FOR THE PUBLIC USE THEREOF FOREVER.

IN WITNESS WHEREOF TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION, HAS CAUSED ITS NAME TO BE
HEREUNTO SUBSCRIBED THIS ____ DAY OF _____, 20____.

BY: _____, AS _____

STATE OF _____)
COUNTY OF _____)SS

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

BY: _____, AS _____ OF TRI POINTE HOMES HOLDINGS,
INC., A DELAWARE CORPORATION.

MY COMMISSION EXPIRES _____, _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

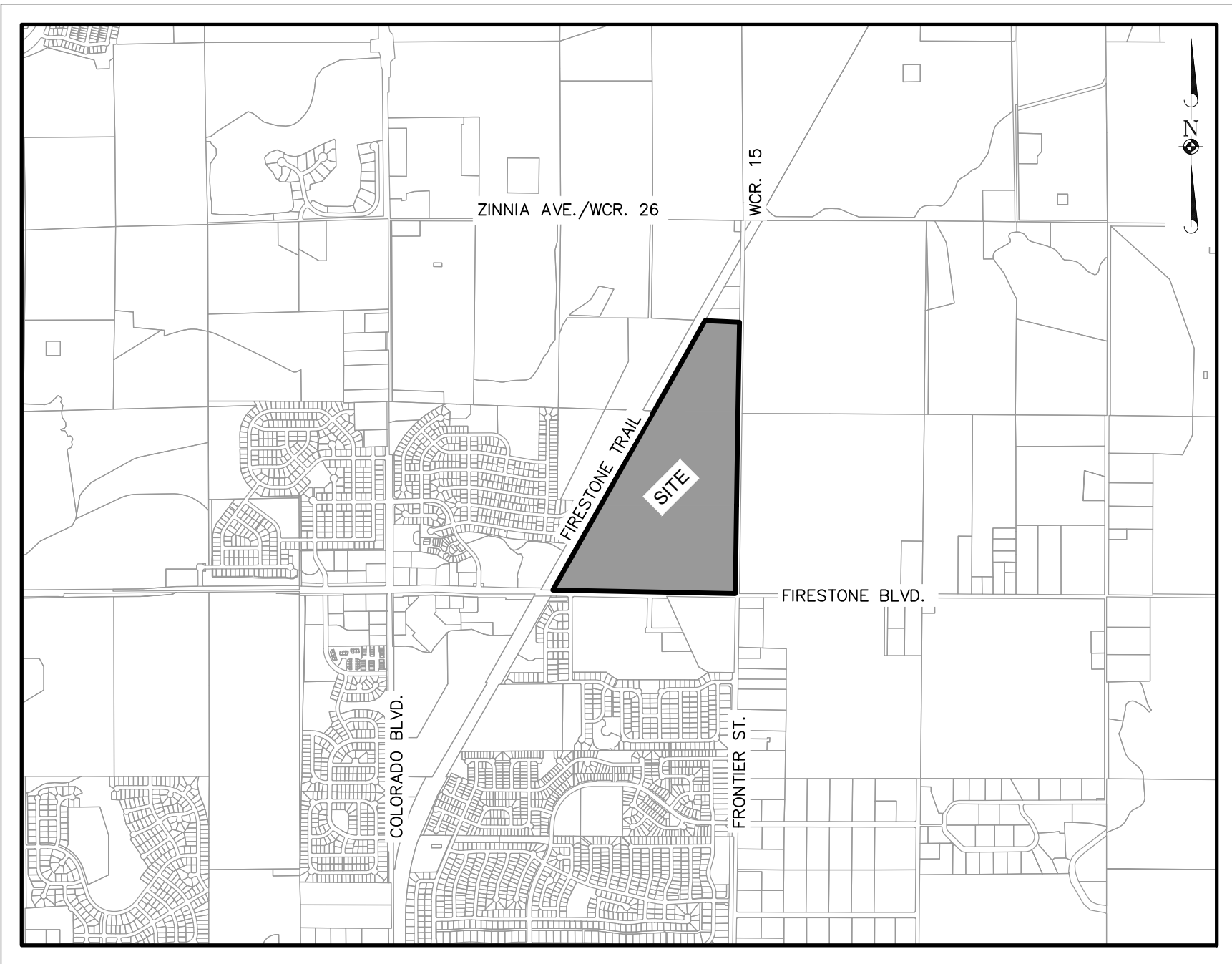
THIS IS TO CERTIFY THAT THE PLAT OF DENMORE FILING NO. 100 WAS APPROVED ON THIS 10 DAY OF NOVEMBER, 2010
BY RESOLUTION NO. 100 AND THAT THE MAYOR OF THE TOWN OF FIRESTONE, ON BEHALF OF THE TOWN OF
FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED
THEREON.

MAYOR

ATTEST: _____
TOWN CLERK

I, DAVID J. BERGLUND, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT WAS COMPLETED UNDER MY SUPERVISION USING APPLICABLE STANDARDS OF PRACTICE. THIS SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A WARRANTY, EITHER EXPRESSED OR IMPLIED. THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

DAVID J. BERGLUND
COLORADO PLS NO. 38199
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500

 $(1'' = 2000')$

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

- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, ORDER NUMBER ABC25195731, WITH A COMMITMENT/EFFECTIVE DATE OF JANUARY 25, 2022 AT 5:00 P.M.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- BASIS OF BEARINGS:** THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 6 IS ASSUMED TO BEAR SOUTH 88°45'45" EAST AND BEING MONUMENTED ON THE WEST BY A 2.5" ALUMINUM CAP STAMPED, "LS 31169" IN MONUMENT BOX AND ON THE EAST BY A NO. 6 REBAR WITH A 3" BRASS CAP, STAMPING ILLEGIBLE, IN MONUMENT BOX WITH ALL OTHER BEARINGS REFERENCED THERETO.
- FLOODPLAIN:** THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS - DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) - MAP NUMBER 08123C181956 WITH A MAP EFFECTIVE DATE OF JANUARY 20, 2016.
- THE SURVEYED PROPERTY CONTAINS A CALCULATED AREA OF 6,250,139 SQUARE FEET OR 143.482 ACRES, MORE OR LESS.
- THE VARIABLE WIDTH SIGHT DISTANCE EASEMENTS SHOWN HEREON ARE NO-BUILD AREAS AND RESTRICTS VEGETATION AND PERMANENT STRUCTURES MORE THAN 3 FEET TALL.
- ALL EASEMENTS SHOWN HEREON AS DEDICATED BY THIS PLAT ARE HEREBY DEDICATED TO THE USE OF THE TOWN OF FIRESTONE AND ST. VRAIN SANITATION DISTRICT FOR PUBLIC UTILITIES SERVING THE PROPERTY.
- UTILITIES PARALLELING THE SANITARY SEWER AT A SEPARATION OF LESS THAN 10 FEET ARE PROHIBITED.
- THIS PROPERTY IS SUBJECT TO MINERAL RIGHTS AS REFERENCED FROM BOOK 51, PAGE 203; BOOK 132, PAGE 39; BOOK 333, PAGE 122; AND RECEPTION NUMBER 3783408.
- THIS PROPERTY IS SUBJECT TO RIGHT OF WAY FOR DITCHES AS REFERENCED FROM BOOK 211, PAGE 523; AND BOOK 218, PAGE 520.
- THIS PROPERTY IS SUBJECT TO WATER RIGHTS AS REFERENCED FROM BOOK 333, PAGE 122.
- THIS PROPERTY IS SUBJECT TO SURFACE USE AS REFERENCED FROM RECEPTION NUMBERS 2829869 AND 3547746.
- SIDE LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE.
- DRY UTILITY EASEMENTS (D.U.E.) ARE HEREBY GRANTED FOR PUBLIC UTILITIES AS SHOWN HEREON.
- OIL AND GAS WELL SITE'S AND SETBACKS. ALL EXISTING OIL AND GAS WELL SITE AND FACILITIES AND ALL FUTURE OIL AND GAS WELL SITE/FACILITIES ON THE PROPERTY SHALL BE INTEGRATED INTO THE FUTURE DEVELOPMENT PLANS AS EVIDENCE BY EXISTING OR FUTURE SURFACE USE AGREEMENTS.
- DUPLEX LOTS:** BLOCK 13: LOTS 1-10, BLOCK 19: LOTS 1-20, BLOCK 20: LOTS 1-22, BLOCK 21: LOTS 1-20, BLOCK 22: LOTS 12-27, BLOCK 26: LOTS 8-21, BLOCK 29: LOTS 1-22, BLOCK 30: LOTS 1-8. **TOWNHOME LOTS:** BLOCK 31: LOTS 1-11, BLOCK 32: LOTS 1-23, BLOCK 33: LOTS 1-86

TRACT	AREA (S.F.)	AREA (AC.)	USE	OWNERSHIP	MAINTENANCE
TRACT A	1,001,138	22.983	OPEN SPACE/DRAINAGE	TOWN OF FIRESTONE	HOA/METRO DISTRICT
TRACT AA	22,140	0.508	LANDSCAPE/DRAINAGE/UTILITIES	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT B	6,000	0.138	LANDSCAPE	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT BB	6,443	0.148	LANDSCAPE/DRAINAGE/UTILITIES	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT C	6,000	0.138	LANDSCAPE	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT CC	2,976	0.068	LANDSCAPE/DRAINAGE/UTILITIES	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT D	6,000	0.138	LANDSCAPE	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT E	6,000	0.138	LANDSCAPE	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT F	43,111	0.990	LANDSCAPE/DRAINAGE	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT FF	27,154	0.623	ACCESS/LANDSCAPE/UTILITIES	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT G	19,616	0.450	LANDSCAPE/DRAINAGE/UTILITIES	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT GG	4,683	0.108	LANDSCAPE	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT H	12,808	0.294	LANDSCAPE/DRAINAGE/UTILITIES	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT HH	24,777	0.569	LANDSCAPE	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT I	6,000	0.138	LANDSCAPE	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT II	48,467	1.113	LANDSCAPE/UTILITIES	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT J	170,664	3.918	OPEN SPACE/DRAINAGE/UTILITIES	TOWN OF FIRESTONE	HOA/METRO DISTRICT
TRACT JJ	15,723	0.361	LANDSCAPE	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT K	16,563	0.380	LANDSCAPE/DRAINAGE/UTILITIES	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT KK	8,730	0.200	LANDSCAPE	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT L	97,093	2.229	POCKET PARK	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT LL	83,901	1.926	ACCESS/LANDSCAPE/UTILITIES	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT M	40,897	0.939	LANDSCAPE	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT MM	13,951	0.320	LANDSCAPE	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT N	7,075	0.162	LANDSCAPE/DRAINAGE/UTILITIES	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT O	60,149	1.381	OPEN SPACE/DRAINAGE/UTILITIES	TOWN OF FIRESTONE	HOA/METRO DISTRICT
TRACT P	60,509	1.389	LANDSCAPE/UTILITIES	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT Q	16,473	0.378	LANDSCAPE/UTILITIES	HOA/METRO DISTRICT	HOA/METRO DISTRICT
TRACT R	319,748	7.340	FUTURE DEVELOPMENT	FUTURE DEVELOPER	HOA/METRO DISTRICT
TRACT S	292,515	6.715	FUTURE DEVELOPMENT	FUTURE DEVELOPER	HOA/METRO DISTRICT
TRACT T	12,500	0.287	LANDSCAPE/UTILITIES	HOA/METRO DISTRICT	HOA/METRO DISTRICT

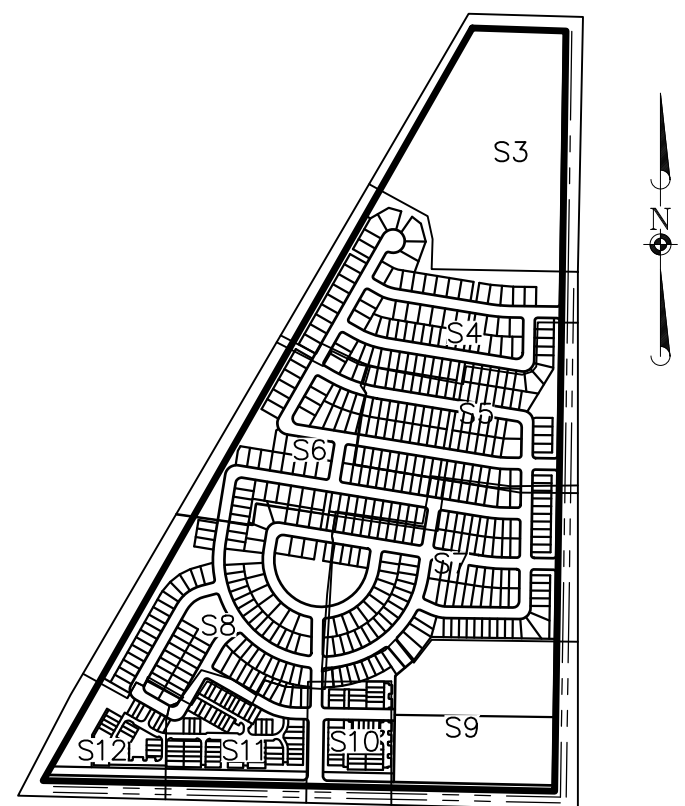
TYPE	NUMBER OF UNITS	AREA	% OF TOTAL AREA
RESIDENTIAL LOTS (PLATTED)	573	60.679	42.04%
TRACTS			
OPEN SPACE		28.282	19.60%
POCKET PARK		2.229	1.54%
LANDSCAPE		9.354	6.48%
ACCESS		2.550	1.77%
FUTURE DEVELOPMENT (TRACT R)*		7.340	5.09%
FUTURE DEVELOPMENT (TRACT S)		6.715	4.65%
PUBLIC ROW		27.178	18.83%
TOTAL	573	144.327	100%

LAND DEDICATION REQUIREMENTS				
PARK LAND DEDICATION*	CODE	REQUIRED AREA	PROVIDED AREA	REMAINING ACRES FOR CASH-IN-LIEU
	REQUIREMENT	(ACRES)	(ACRES)	
POCKET PARKS	4 ACRES/1,000 RESIDENTS	0.9	2.2	
NEIGHBORHOOD PARK	5 ACRES/1,000 RESIDENTS	5.3	0.0**	4.0
SUB-TOTAL	5 ACRES/1,000 RESIDENTS	6.2	2.2	4.0
COMMUNITY PARK*	14 ACRES/5,000 RESIDENTS	5.3	0.0	5.3
OPEN SPACE DEDICATION		24.8	28.1	

*COMMUNITY PARK ACREAGE WILL BE CASH-IN-LIEU

TOTAL NUMBER OF UNITS	573
Residents per Unit	3.09

NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	PRELIMINARY PLAT
FILING NUMBER	FILING NO. 1
PHASE NO.	N/A
PREPARATION DATE	07/29/22
REVISION DATE	9/29/2022
REVISION DATE	
GENERAL NOTES	SHEET 1 OF 12

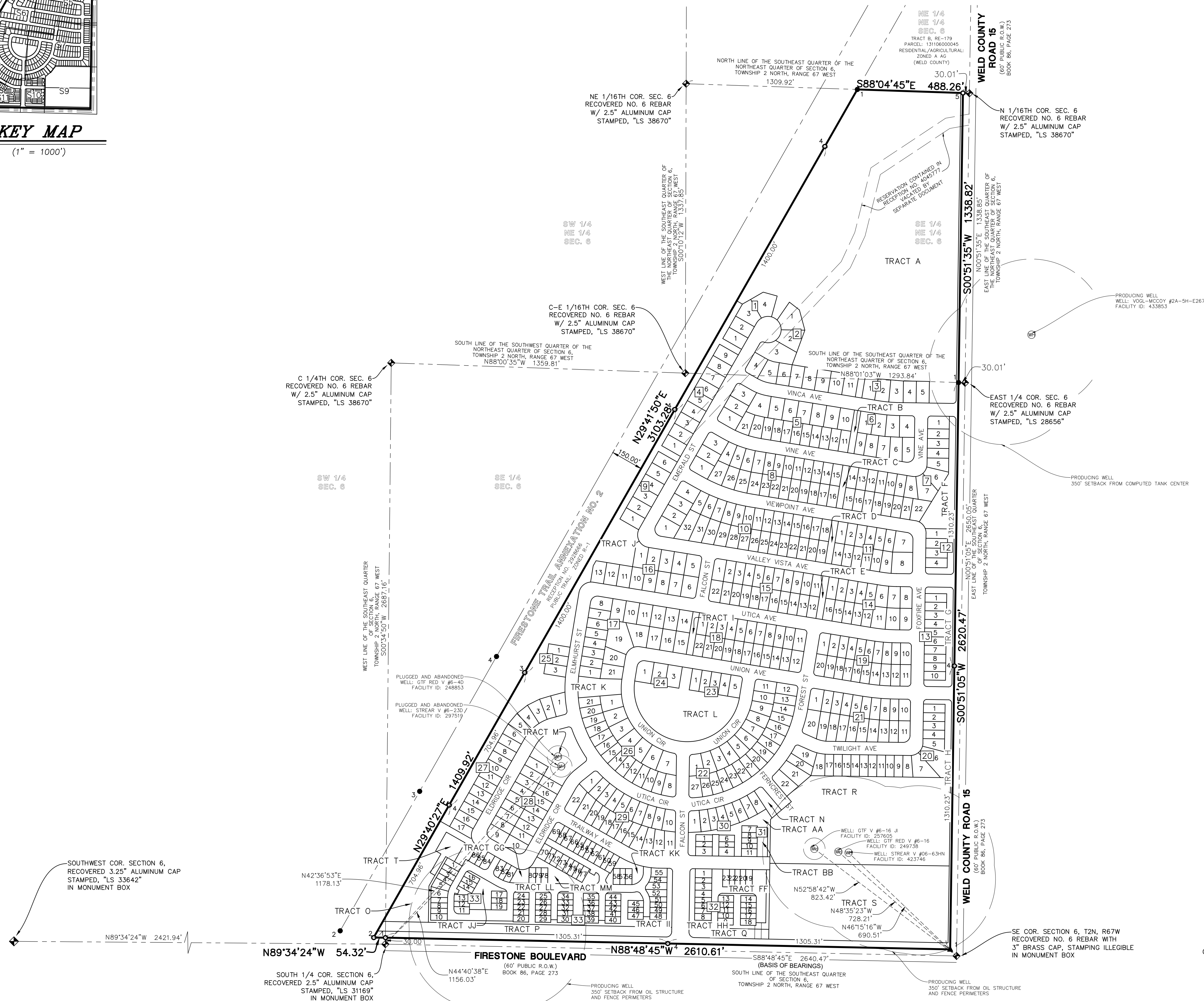


KEY MAP

(1" = 1000')

DENMORE PRELIMINARY PLAT

LOCATED IN THE SOUTH HALF AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
573 LOTS, 30 TRACTS, 143.482 ACRES, FILE NO. PP-22-032



LEGEND

- 1 = RECOVERED SECTION CORNER AS NOTED
 1 = RECOVERED NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED, "AZTEC LS 37933"
 2 = RECOVERED NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED, "AZTEC LS 34579"
 3 = RECOVERED NO. 5 REBAR WITH 2" ALUMINUM CAP STAMPED, "LS 2209"
 4 = RECOVERED NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPING ILLEGIBLE
 ▲ 1 = RECOVERED NAIL & 1" DISK STAMPING ILLEGIBLE
 RECOVERED AND DID NOT ACCEPT NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED, "AZTEC LS 37933"
 ○ 1 = S45°33'40"E 0.35' FROM CALC'D POSITION SET 18" LONG NO. 5 REBAR WITH 1.25" GREEN PLASTIC CAP STAMPED, "PLS 38199" FLUSH WITH GROUND
 RECOVERED AND DID NOT ACCEPT NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED, "AZTEC LS 37933"
 ○ 2 = S65°47'42"E 0.46' FROM CALC'D POSITION SET 18" LONG NO. 5 REBAR WITH 1.25" GREEN PLASTIC CAP STAMPED, "PLS 38199" FLUSH WITH GROUND
 RECOVERED AND DID NOT ACCEPT NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED, "AZTEC LS 37933"
 ○ 3 = S28°57'45"E 0.57' FROM CALC'D POSITION SET 18" LONG NO. 5 REBAR WITH 1.25" GREEN PLASTIC CAP STAMPED, "PLS 38199" FLUSH WITH GROUND
 SET 18" LONG NO. 5 REBAR WITH 1.25" GREEN PLASTIC CAP STAMPED, "PLS 38199" FLUSH WITH GROUND
 ○ 4 = MONUMENTATION OF LINE
 RECOVERED AND DID NOT ACCEPT NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED, "AZTEC LS 37933"
 ○ 5 = S67°47'42"E 0.36' FROM CALC'D POSITION SET 18" LONG NO. 5 REBAR WITH 1.25" GREEN PLASTIC CAP STAMPED, "PLS 38199" FLUSH WITH GROUND

NOTE: ALL DIMENSIONS SHOWN
HEREON ARE MEASURED
UNLESS NOTED OTHERWISE

FOR AND ON BEHALF OF
MANHARD CONSULTING

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	PRELIMINARY PLAT
FILING NUMBER	FILING NO. 1
PHASE NO.	N/A
PREPARATION DATE	07/29/22
REVISION DATE	9/29/2022
REVISION DATE	
GENERAL NOTES	SHEET 1 OF 12

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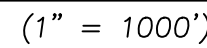
Surveying & Geospatial Services | GIS
 Construction Management | Construction Management
 Water Resource Management | Construction Management

DENMORE

TOWN OF FIRESTONE, COUNTY OF WELD, COLORADO

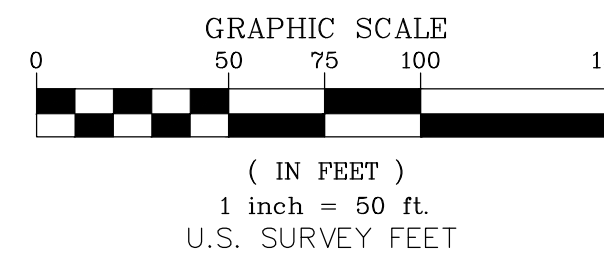
PRELIMINARY PLAT

PROJ MGR: DSB
 PROJ ASSOC: DJB
 DRAWN BY: JAF
 DATE: 07/29/22
 SCALE: 1" = 250'



LOCATED IN THE SOUTH HALF AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
573 LOTS, 30 TRACTS, 143.482 ACRES, FILE NO.PP-22-032

LINE TABLE		
LINE	BEARING	LENGTH
L1	S60°18'33"E	30.22
L2	N65°44'40"W	57.18
L3	N71°04'29"W	52.56
L4	N75°47'00"W	52.57
L5	S80°44'49"E	54.00
L6	S80°44'49"E	45.00
L7	S80°44'49"E	45.00
L8	N80°44'49"W	45.00
L9	N80°44'49"W	45.00
L10	N80°44'49"W	45.00
L11	N80°44'49"W	45.00
L12	N80°44'49"W	45.00
L13	N80°44'49"W	45.00



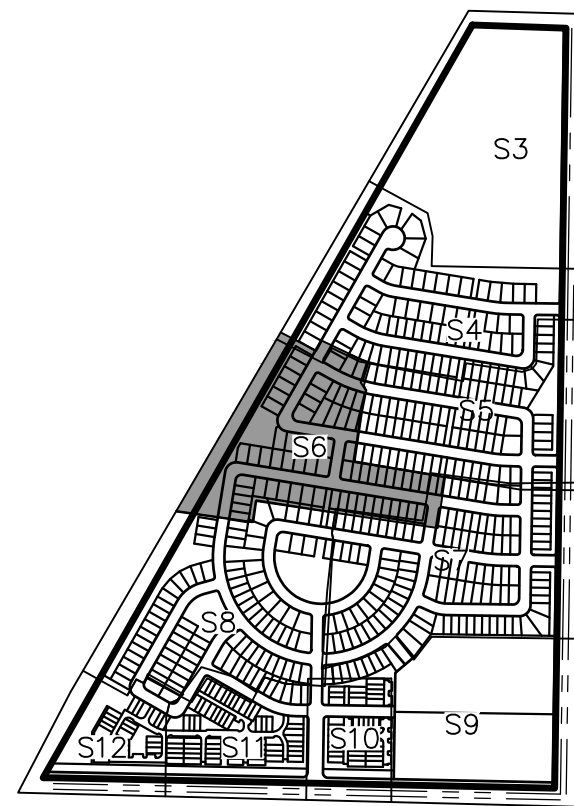
D.E. = DRAINAGE EASEMENT HEREBY DEDICATED
D.U.E. = DRY UTILITY EASEMENT HEREBY DEDICATED
S.S.E. = SANITARY SEWER EASEMENT HEREBY DEDICATED

NOTE: ALL DIMENSIONS SHOWN
HEREON ARE MEASURED
UNLESS NOTED OTHERWISE

FOR AND ON BEHALF OF
MANHARD CONSULTING

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	PRELIMINARY PLAT
FILING NUMBER	FILING NO. 1
PHASE NO.	N/A
PREPARATION DATE	07/29/22
REVISION DATE	9/29/2022
REVISION DATE	
GENERAL NOTES	SHEET 1 OF 12

PROJ MGR:	<u>DSB</u>
PROJ ASSOC:	<u>DJB</u>
DRAWN BY:	<u>JAF</u>
DATE:	<u>07/29/22</u>
SCALE:	<u>1" = 50'</u>
SHEET	
4 OF 12	
TPH.FSC001.00	


$$(1'' = 1000')$$

DENMORE PRELIMINARY PLAT

LOCATED IN THE SOUTH HALF AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
573 LOTS, 30 TRACTS, 143.482 ACRES, FILE NO. PP-22-032

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C25	20°26'16"	720.00'	256.83'	S70°31'41"E	255.47'
C26	90°00'00"	15.00'	23.56'	S18°58'33"E	21.21'
C27	90°00'00"	15.00'	23.56'	S74°41'27"W	21.21'
C28	11°26'16"	63.00'	121.43'	S25°31'41"E	103.49'
C29	11°26'16"	58.00'	111.80'	N25°51'41"W	95.28'
C30	90°00'00"	15.00'	23.56'	N35°44'49"W	21.21'
C31	90°00'00"	15.00'	23.56'	S54°51'11"W	21.21'
C32	90°00'00"	15.00'	23.56'	S35°44'49"E	21.21'
C33	90°00'00"	15.00'	23.56'	N54°51'11"E	21.21'
C34	90°00'00"	63.00'	98.96'	S54°51'11"W	89.10'
C35	90°00'00"	58.00'	91.11'	N54°51'11"E	82.02'
C36	90°00'00"	15.00'	23.56'	N35°44'49"W	21.21'
C37	90°00'00"	15.00'	23.56'	S54°51'11"W	21.21'

LINE TABLE		
LINE	BEARING	LENGTH
L2	N65°44'40"W	57.18'
L3	N71°04'29"W	52.56'
L37	N80°44'49"W	45.00'
L38	N80°44'49"W	45.00'
L39	N80°44'49"W	45.00'
L40	N80°44'49"W	45.00'
L41	N80°44'49"W	45.00'
L42	N80°44'49"W	45.00'
L43	N80°44'49"W	45.00'
L44	N80°44'49"W	45.00'
L45	N80°44'49"W	45.00'
L46	N80°44'49"W	45.00'
L57	N63°56'29"W	53.04'

LINE TABLE		
LINE	BEARING	LENGTH
L58	N67°24'53"W	49.99'
L59	N70°47'06"W	49.99'
L60	N74°09'19"W	49.99'



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D.U.E. = DRY UTILITY EASEMENT HEREBY DEDICATED
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FOR AND ON BEHALF OF
MANHARD CONSULTING

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	PRELIMINARY PLAN
FILING NUMBER	FILING NO. 1
PHASE NO.	N/A
PREPARATION DATE	07/29/22
REVISION DATE	9/29/2022
REVISION DATE	
GENERAL NOTES	SHEET 1 OF 12

DENMORE

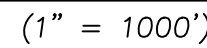
TOWN OF FIRESTONE, COUNTY OF WELD, COLORADO

PRELIMINARY PLAT

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Civil Engineering | Surveying & Geospatial Services | GIS

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1600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com

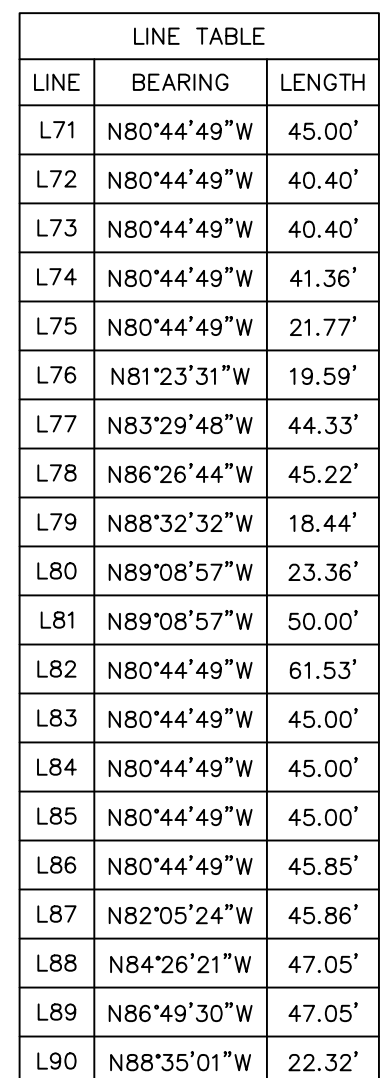
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CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C47	90°00'00"	15.00'	23.56'	N4°08'57"W	21.21'
C48	90°00'00"	63.00'	98.96'	N45°51'03"E	89.10'
C49	85°33'01"	15.00'	22.40'	S71°09'06"W	20.37'
C50	90°00'00"	15.00'	23.56'	S54°51'11"W	21.21'
C51	90°00'00"	15.00'	23.56'	N35°44'49"W	21.21'
C52	90°00'00"	15.00'	23.56'	N54°51'11"E	21.21'
C53	90°00'00"	15.00'	23.56'	S54°51'11"W	21.21'
C54	90°00'00"	15.00'	23.56'	N35°44'49"W	21.21'
C55	23°04'35"	175.00'	70.48'	S77°36'40"E	70.01'
C58	180°00'00"	275.00'	863.94'	S80°44'49"E	550.00'
C59	84°35'30"	15.00'	22.15'	S30°08'50"W	20.19'

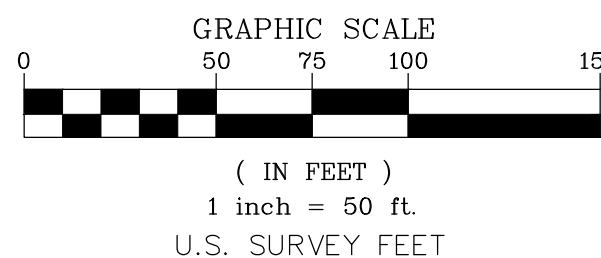
LINE TABLE		
LINE	BEARING	LENGTH
L145	S63°11'05"W	26.50'
L146	S67°25'35"W	33.45'
L147	S70°13'23"W	6.08'
L148	S73°26'58"W	39.52'
L149	S77°15'40"W	14.35'
L150	S80°03'28"W	25.18'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C60	79°13'21"	15.00'	20.74'	N36°45'35"W	19.13'
C61	96°48'44"	535.00'	903.98'	S39°09'11"E	800.22'
C62	97°00'52"	15.00'	25.40'	N49°21'32"E	22.47'
C63	93°31'44"	15.00'	24.49'	S45°54'47"E	21.86'
C64	87°01'09"	15.00'	22.78'	S44°21'40"W	20.65'
C65	84°04'42"	15.00'	22.01'	N41°11'15"W	20.09'
C67A	85°33'01"	15.00'	22.40'	S02°30'46"W	20.37'
C75	85°33'01"	15.00'	22.40'	N83°02'15"W	20.37'
C82	85°33'01"	15.00'	22.40'	S23°17'52"E	20.37'
C139	90°00'00"	58.00'	91.11'	S45°51'03"W	82.02'
C140	8°24'08"	740.00'	108.52'	S84°56'53"E	108.42'



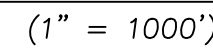
FOR AND ON BEHALF OF
MANHARD CONSULTING

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
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FILING NUMBER	FILING NO. 1
PHASE NO.	N/A
PREPARATION DATE	07/29/22
REVISION DATE	9/29/2022
REVISION DATE	
GENERAL NOTES	SHEET 1 OF 12



D.E. = DRAINAGE EASEMENT HEREBY DEDICATED
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TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
573 LOTS, 30 TRACTS, 143.482 ACRES, FILE NO. PP-22-032



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C61	83°11'16"	535.00'	776.77'	N50°50'49"E	710.32'
C62	97°00'52"	15.00'	25.40'	N49°21'32"E	22.47'
C64	87°01'09"	15.00'	22.78'	S44°21'40"W	20.65'
C65	84°04'42"	15.00'	22.01'	N41°11'15"W	20.09'
C74	85°33'01"	15.00'	22.40'	S02°30'46"W	20.30'
C75	85°33'01"	15.00'	22.40'	N83°02'15"W	20.37'

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NOTE: ALL DIMENSIONS SHOWN
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FOR REVIEW ONLY

FOR AND ON BEHALF OF
MANHARD CONSULTING

FIRESTONE INFORMATION BLOCK	
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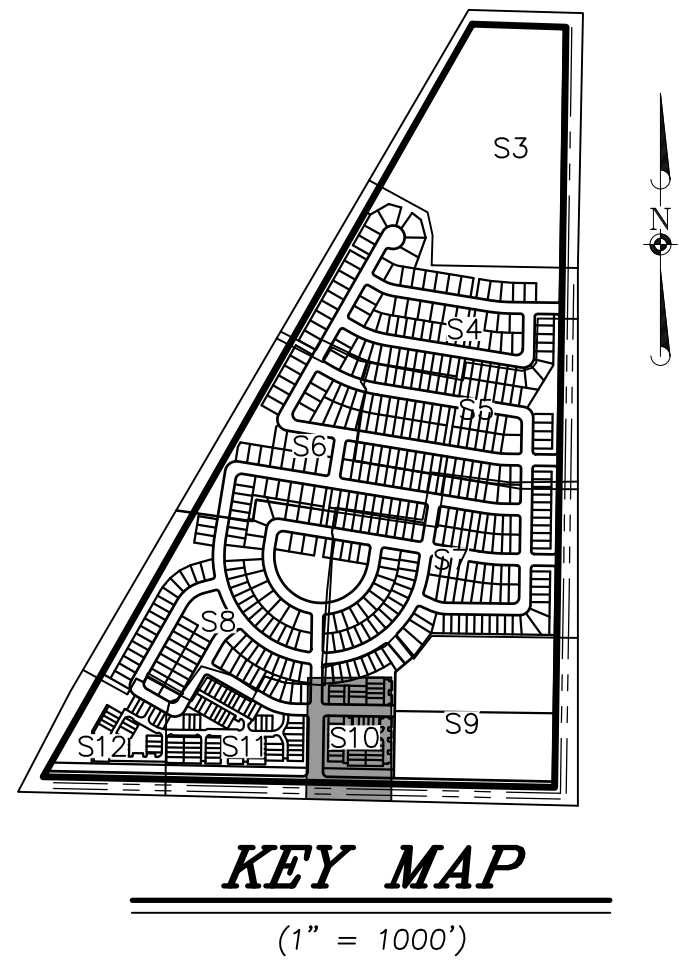
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7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 303.703.0500 manhard.com
Construction Management Construction Management Construction Management
Water Resource Management Construction Management Construction Management

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TOWN OF FIRESTONE, COUNTY OF WELD, COLORADO

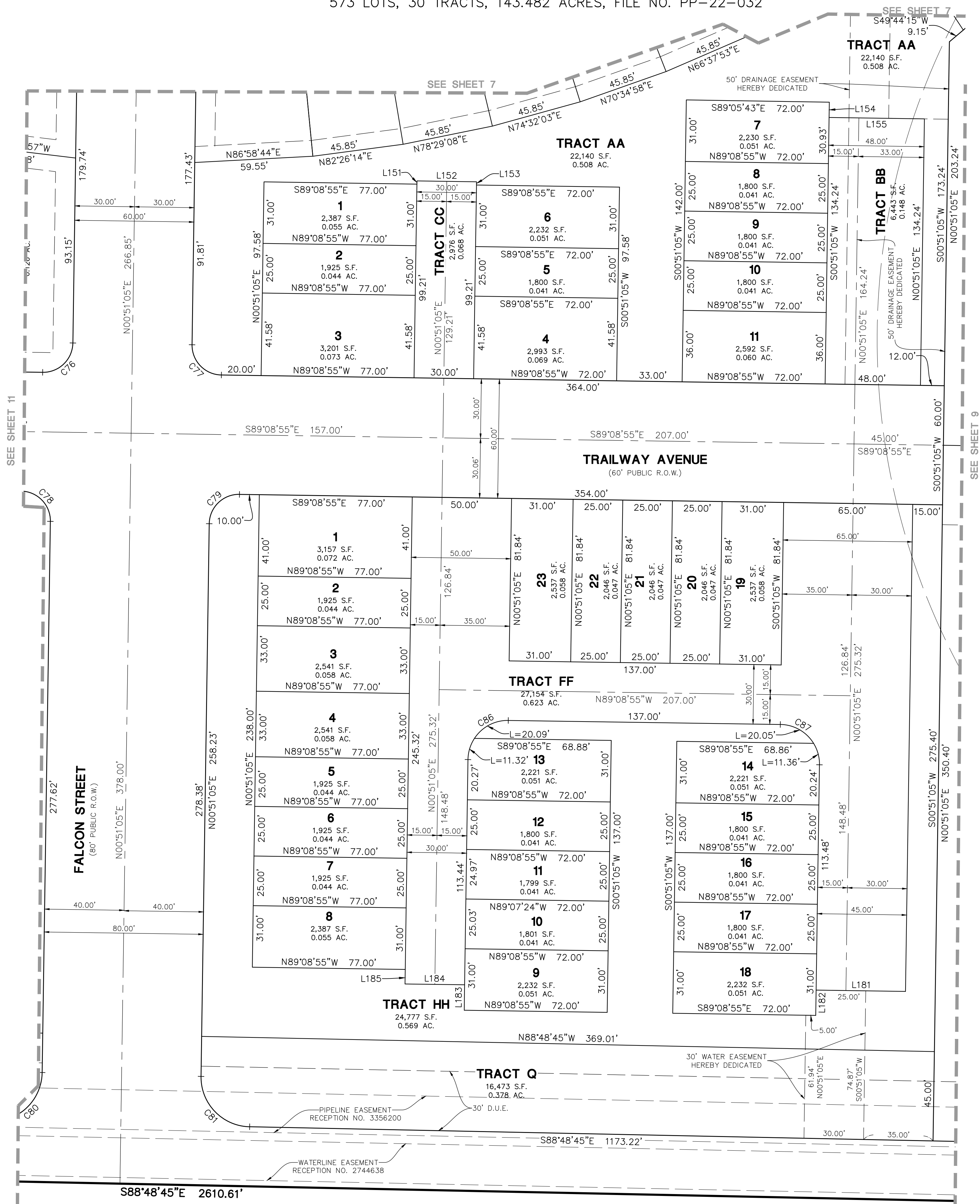
PRELIMINARY PLAT

PROJ MGR:	DSB
PROJ ASSOC:	DJB
DRAWN BY:	JAF
DATE:	07/29/22
SCALE:	1" = 50'
SHEET 9 OF 12 TPH.FSC001.00	



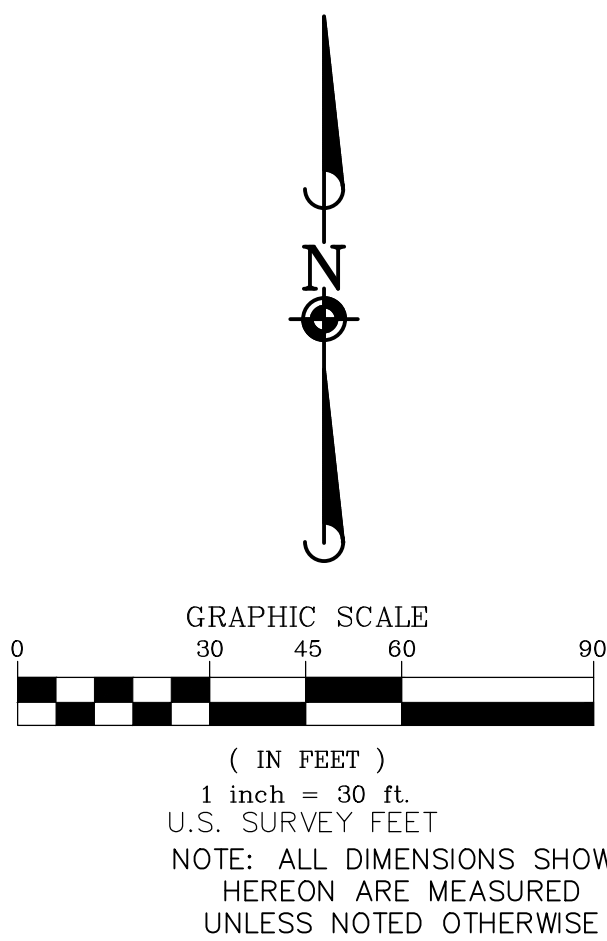
DENMORE PRELIMINARY PLAT

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CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C76	90°00'00"	15.00'	23.56'	N45°51'05"E	21.21'
C77	90°00'00"	15.00'	23.56'	S44°08'55"E	21.21'
C78	90°00'00"	15.00'	23.56'	N44°08'55"W	21.21'
C79	90°00'00"	15.00'	23.56'	N45°51'05"W	21.21'
C80	90°20'10"	25.00'	39.42'	N46°01'10"E	35.46'
C81	89°39'50"	25.00'	39.12'	S43°58'50"E	35.25'
C86	90°00'00"	20.00'	31.42'	N45°51'05"E	28.28'
C87	90°00'00"	20.00'	31.42'	S44°08'55"W	28.28'

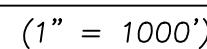
LINE TABLE		
LINE	BEARING	LENGTH
L151	S00°51'05"W	1.63'
L152	N89°08'55"W	30.00'
L153	N00°51'05"E	1.63'
L154	S00°51'05"W	7.69'
L155	S89°08'55"E	48.00'
L181	S89°08'53"E	45.00'
L182	S00°51'09"W	12.76'
L183	N00°51'05"E	12.83'
L184	S89°14'01"E	30.00'
L185	S00°51'05"W	7.32'



FOR AND ON BEHALF OF
MANHARD CONSULTING

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	PRELIMINARY PLAT
FILING NUMBER	FILING NO. 1
PHASE NO.	N/A
PREPARATION DATE	07/29/22
REVISION DATE	9/29/2022
REVISION DATE	
GENERAL NOTES	SHEET 1 OF 12

D.E. = DRAINAGE EASEMENT HEREBY DEDICATED
D.U.E. = DRY UTILITY EASEMENT HEREBY DEDICATED
S.S.E. = SANITARY SEWER EASEMENT HEREBY DEDICATED

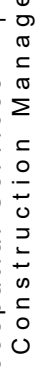


LOCATED IN THE SOUTH HALF AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
573 LOTS, 30 TRACTS, 143.482 ACRES, FILE NO. PP-22-032

CURVE TABLE					
CURVE	CHORD	ANGLE	RADIUS	CHORD BEARING	CHORD
C73	90'00"00"	15.00°	23.56'	S74°40'23"W	21.21'
C76	90'00"00"	15.00°	23.56'	N45°51'05"E	21.21'
C77	90'00"00"	15.00°	23.56'	N44°08'55"E	21.21'
C78	90'00"00"	15.00°	23.56'	N44°08'55"W	21.21'
C79	90'00"00"	15.00°	23.56'	S45°51'05"W	21.21'
C80	90'20"10"	25.00°	39.42'	N46°01'10"E	35.46'
C81	89°39'50"	25.00°	39.12'	S44°08'55"W	35.25'
C102	28°49'18"	325.00°	163.49'	S74°44'16"E	161.77'
C103	90'00"00"	63.00°	98.96'	N74°40'23"E	89.10'
C105	90'00"00"	58.00°	91.11'	S74°40'23"E	82.02'
C106	90'00"00"	75.00°	117.81'	N45°51'05"E	106.07'
C107	32°37'19"	75.00°	42.70'	N51°27'34"W	42.13'
C108	71°57'24"	20.00°	25.12'	S12°2'29"W	23.50'

LINE TABLE		
LINE	BEARING	LENGTH
L128	N65°55'32"W	32.05'
L129	N67°39'30"W	8.17'
L130	N69°45'27"W	40.55'
L131	N72°55'40"W	33.03'
L132	N74°58'40"W	14.55'
L133	N76°12'43"W	18.55'
L134	N78°29'17"W	29.84'
L135	N80°21'42"W	13.64'
L186	S00°51'05"E	12.76'
L187	S89°08'55"E	30.00'
L188	N00°51'05"E	12.76'
L191	S00°51'05"E	12.76'
L192	S89°08'55"E	30.00'
L193	N00°51'05"E	12.76'
L196	S00°51'05"E	12.76'
L197	S89°08'55"E	30.00'
L198	N00°51'05"E	12.76'
L203	S29°40'23"W	15.00'
L204	S60°19'37"E	27.00'
L205	N29°40'23"W	15.00'

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	PRELIMINARY PLAT
FILING NUMBER	FILING NO. 1
PHASE NO.	N/A
PREPARATION DATE	07/29/22
REVISION DATE	9/29/2022
REVISION DATE	
GENERAL NOTES	SHEET 1 OF 12

[illegible]

Manhard
CONSULTING

500 East Orchard Road, Suite 150 N., Greenwood Village, CO 80111 ph: 303.708.5500 manhard.com
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 Water Resource Management | Construction Management

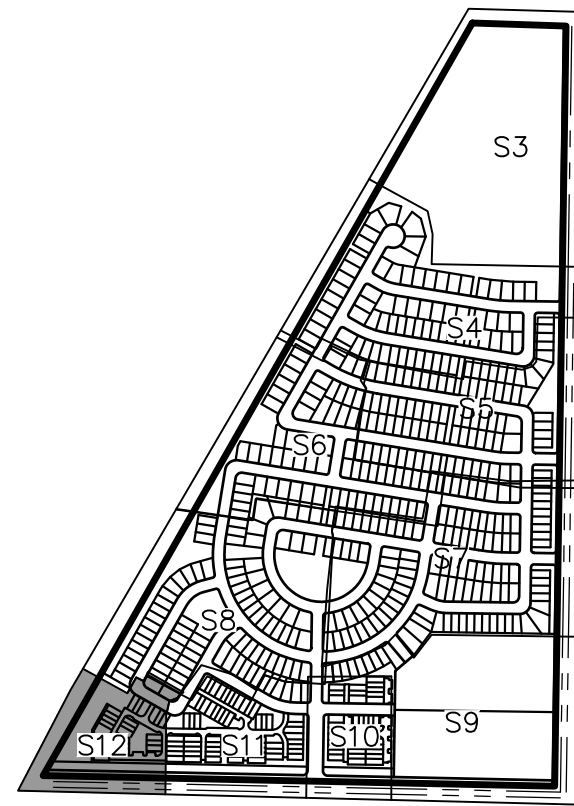
DENMORE

TOWN OF FIRESTONE, COUNTY OF WELD, COLORADO

PRELIMINARY PLAT

PROJ MGR: DSB
PROJ ASSOC: DJB
DRAWN BY: JAF
DATE: 07/29/22
SCALE: 1" = 30'

SHEET
11 OF 12
TPH.FSC001.00



KEY MAP

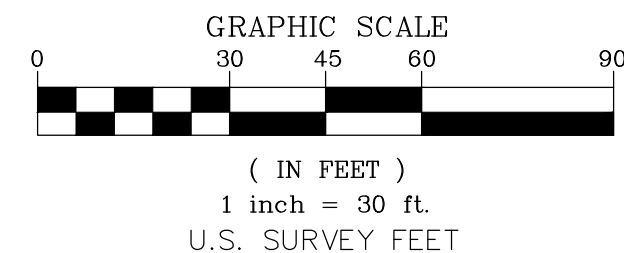
(1" = 1000')

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C103	90°00'00"	63.00'	98.96'	N74°40'23"E	89.10'
C105	90°00'00"	58.00'	91.11'	S74°51'23"E	82.02'
C114	90°00'00"	20.00'	31.42'	S45°15'05"W	28.28'
C121	90°00'00"	25.00'	39.27'	S44°08'55"E	35.36'
C122	28°49'18"	100.00'	50.30'	S15°15'44"W	49.77'
C123	28°49'18"	150.00'	75.45'	S74°51'46"E	74.66'
C124	73°36'08"	20.00'	25.69'	N35°56'58"W	23.96'
C130	90°00'00"	22.00'	34.56'	S44°08'55"E	31.11'
C132	14°44'00"	70.00'	18.00'	N22°18'23"E	17.95'
C134	90°00'00"	20.00'	31.42'	S74°40'23"W	28.28'
C135	90°00'00"	20.00'	31.42'	N15°39'17"E	28.28'
C136	90°00'00"	20.00'	31.42'	S74°40'23"W	28.28'
C137	90°00'00"	63.00'	98.96'	S15°19'37"E	89.10'
C138	90°00'00"	58.00'	91.11'	N15°39'17"E	82.02'

LINE TABLE		
LINE	BEARING	LENGTH
L211	S75°03'36"E	15.00'
L212	N60°19'37"W	15.00'
L221	S29°40'23"W	59.89'

DENMORE PRELIMINARY PLAT

LOCATED IN THE SOUTH HALF AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
573 LOTS, 30 TRACTS, 143.482 ACRES, FILE NO. PP-22-032

[illegible]

ManhardTM
CONSULTING
600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS

DENMORE

TOWN OF FIRESTONE, COUNTY OF WELD, COLORADO

PRELIMINARY PLAT

PROJ MGR: DSB
 PROJ ASSOC: DJB
 DRAWN BY: JAF
 DATE: 07/29/22
 SCALE: 1" = 30'

SHEET

12 OF 12

TPH.FSC001.00

D.E. = DRAINAGE EASEMENT HEREBY DEDICATED
D.U.E. = DRY UTILITY EASEMENT HEREBY DEDICATED
S.S.E. = SANITARY SEWER EASEMENT HEREBY DEDICATED

NOTE: ALL DIMENSIONS SHOWN
HEREON ARE MEASURED
UNLESS NOTED OTHERWISE

FOR AND ON BEHALF OF
MANHARD CONSULTING

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	PRELIMINARY PLAT
FILING NUMBER	FILING NO. 1
PHASE NO.	N/A
PREPARATION DATE	07/29/22
REVISION DATE	9/29/2022
REVISION DATE	
GENERAL NOTES	SHEET 1 OF 12

DENMORE LANDSCAPE PLAN

LOCATED IN THE SOUTH HALF AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH,
RANGE 67 WEST OF THE SIXTH PRINCIPLE MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
573 LOTS, 34 TRACTS, 148.482 ACRES, PP-22-032

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6th/
PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO; MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6, FROM WHICH THE SOUTH
QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 88°49'02" WEST, A DISTANCE OF 2,640.90
FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE NORTH 43°58'58" WEST, A DISTANCE OF 42.55 FEET TO THE **POINT OF BEGINNING**, BEING
THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF FIRESTONE BOULEVARD AND THE
WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 15;

THENCE NORTH 88°49'02" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY OF FIRESTONE
BOULEVARD, A DISTANCE OF 2,610.33 FEET;

THENCE NORTH 89°34'25" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, A
DISTANCE OF 54.21 FEET;

THENCE NORTH 29°40'23" EAST, A DISTANCE OF 1,409.64 FEET;

THENCE NORTH 29°41'27" EAST, A DISTANCE OF 3,103.47 FEET;

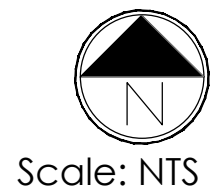
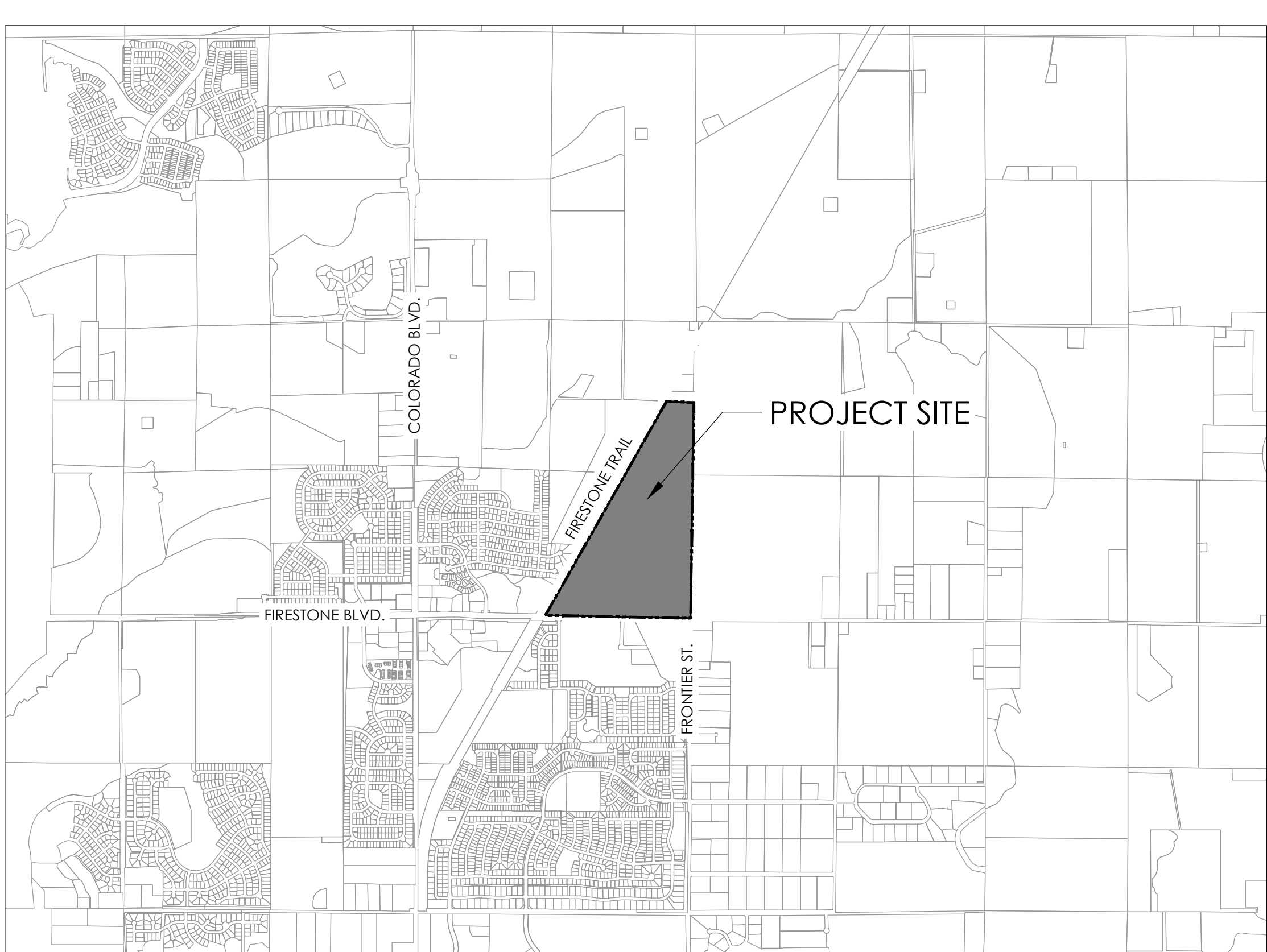
THENCE SOUTH 88°04'18" EAST, A DISTANCE OF 488.56 FEET TO A POINT ON THE WESTERLY
RIGHT-OF-WAY OF COUNTY ROAD 15;

THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES;

1. SOUTH 00°52'27" WEST, A DISTANCE OF 1,339.16 FEET;
2. SOUTH 00°51'05" WEST, A DISTANCE OF 2,619.94 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 143.461 ACRES, (6,249,146 SQUARE FEET), MORE OR LESS.

VICINITY MAP



SHEET INDEX

SHEET #	SHEET NAME
1	COVER
2	EXISTING VEGETATION PLANS
3-4	OVERALL LANDSCAPE PLAN
5-16	LANDSCAPE PLANS
17-18	LANDSCAPE NOTES & DETAILS
19-20	FENCING PLAN
21	LANDSCAPE TYPICALS
22	OPEN SPACE PLAN

OWNER

DENMORE INC
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dbrown@manhard.net

NOT FOR CONSTRUCTION



PROJECT NAME

DENMORE
FIRESTONE, COLORADO
PRELIMINARY PLAT

SUBMITTAL DATE:
08.01.2022

REVISION DATE:
10.03.2022

11.18.2022

SHEET TITLE

COVER

SHEET NUMBER

L.0
SHEET 1 OF 22

Tree Inventory

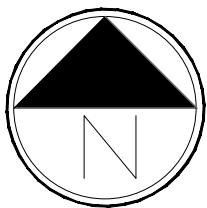
Tree #	Species	Caliper (in)	Condition	Status
0	Plains cottonwood	10	Poor	Remove
1	Siberian elm	12	Poor	Remove
2	Russian olive	20	Poor	Remove
3	Russian olive	20	Stressed	Remove
4	Russian olive	22	Healthy	Remove
5	Russian olive	12	Healthy	Remove
6	Russian olive	8	Healthy	Remove
7	Russian olive	12	Healthy	Remove
8	Russian olive	6	Healthy	Remove
9	Russian olive	6	Healthy	Remove
10	Russian olive	8	Healthy	Remove
11	Russian olive	12	Stressed	Remove
12	Russian olive	10	Healthy	Remove
13	Russian olive	10	Healthy	Remove
14	Russian olive	10	Healthy	Remove
15	Russian olive	10	Healthy	Remove
16	Russian olive	6	Healthy	Remove
17	Russian olive	8	Stressed	Remove
18	Russian olive	14	Healthy	Remove
19	Russian olive	12	Healthy	Remove
20	Russian olive	2	Stressed	Remove
21	Russian olive	8	Stressed	Remove
22	Russian olive	8	Stressed	Remove
23	Russian olive	8	Poor	Remove
24	Russian olive	8	Stressed	Remove
25	Russian olive	4	Healthy	Remove
26	Russian olive	12	Stressed	Remove
27	Russian olive	6	Healthy	Remove
28	Russian olive	8	Healthy	Remove
29	Russian olive	6	Healthy	Remove
30	Russian olive	8	Healthy	Remove
31	Russian olive	4	Healthy	Remove
32	Russian olive	6	Healthy	Remove
33	Plains cottonwood	8	Poor	Remove
34	Russian olive	4	Healthy	Remove
35	Russian olive	12	Healthy	Remove
36	Russian olive	6	Healthy	Remove
37	Russian olive	6	Healthy	Remove
38	Plains cottonwood	20	Healthy	Remove
39	Plains cottonwood - only one	16	Healthy	Remove
40	Plains cottonwood - dead	12	Poor	Remove
41	Russian olive	8	Healthy	Remove
42	Russian olive	6	Healthy	Remove
43	Plains cottonwood - dead	18	Poor	Remove
44	Plains cottonwood - dead	12	Poor	Remove
45	Plains cottonwood - dead	4	Poor	Remove
46	Plains cottonwood - dead	12	Poor	Remove
47	Plains cottonwood	10	Healthy	Remove
48	Plains cottonwood - dead	18	Poor	Remove
49	Plains cottonwood - dead	24	Poor	Remove
50	Plains cottonwood	6	Healthy	Remove
51	Plains cottonwood	8	Poor	Remove
52	Plains cottonwood	8	Healthy	Remove
53	Plains cottonwood	53	Stressed	Remove
54	Plains cottonwood - dead	16	Poor	Remove
55	Plains cottonwood - dead	16	Poor	Remove
56	Plains cottonwood - dead	16	Poor	Remove
57	Plains cottonwood	12	Healthy	Remove
58	Plains cottonwood	6	Healthy	Remove
59	Plains cottonwood - dead	6	Poor	Remove
60	Plains cottonwood	14	Healthy	Remove
61	Plains cottonwood - dead	12	Poor	Remove
62	Plains cottonwood - dead	16	Poor	Remove
63	Plains cottonwood - dead	14	Poor	Remove
64	Plains cottonwood - dead	14	Poor	Remove
65	Plains cottonwood - dead	16	Poor	Remove
66	Plains cottonwood	8	Healthy	Remove
67	Plains cottonwood	6	Healthy	Remove
68	Plains cottonwood	6	Healthy	Remove
69	Plains cottonwood - dead	22	Poor	Remove
70	Plains cottonwood - dead	18	Poor	Remove
71	Plains cottonwood - dead	20	Poor	Remove
72	Plains cottonwood	6	Healthy	Remove
73	Plains cottonwood - dead	20	Poor	Remove
74	Plains cottonwood - dead	22	Poor	Remove
75	Plains cottonwood - dead	24	Poor	Remove
76	Plains cottonwood - dead	12	Poor	Remove
77	Plains cottonwood	4	Stressed	Remove
78	Plains cottonwood	12	Stressed	Remove
79	Plains cottonwood	10	Healthy	Remove
80	Plains cottonwood	10	Healthy	Remove
81	Plains cottonwood	6	Healthy	Remove
82	Plains cottonwood	6	Healthy	Remove
83	Plains cottonwood	12	Healthy	Remove
84	Plains cottonwood - dead	6	Poor	Remove
85	Plains cottonwood	8	Healthy	Remove
86	Plains cottonwood	8	Healthy	Remove
127	Green ash	4	Healthy	Remove
128	Plains cottonwood	8	Healthy	Remove
129	Plains cottonwood	8	Healthy	Remove
130	Plains cottonwood	36	Healthy	Remove
133	Plains cottonwood	8	Stressed	Remove

Denmore Landscape Plan

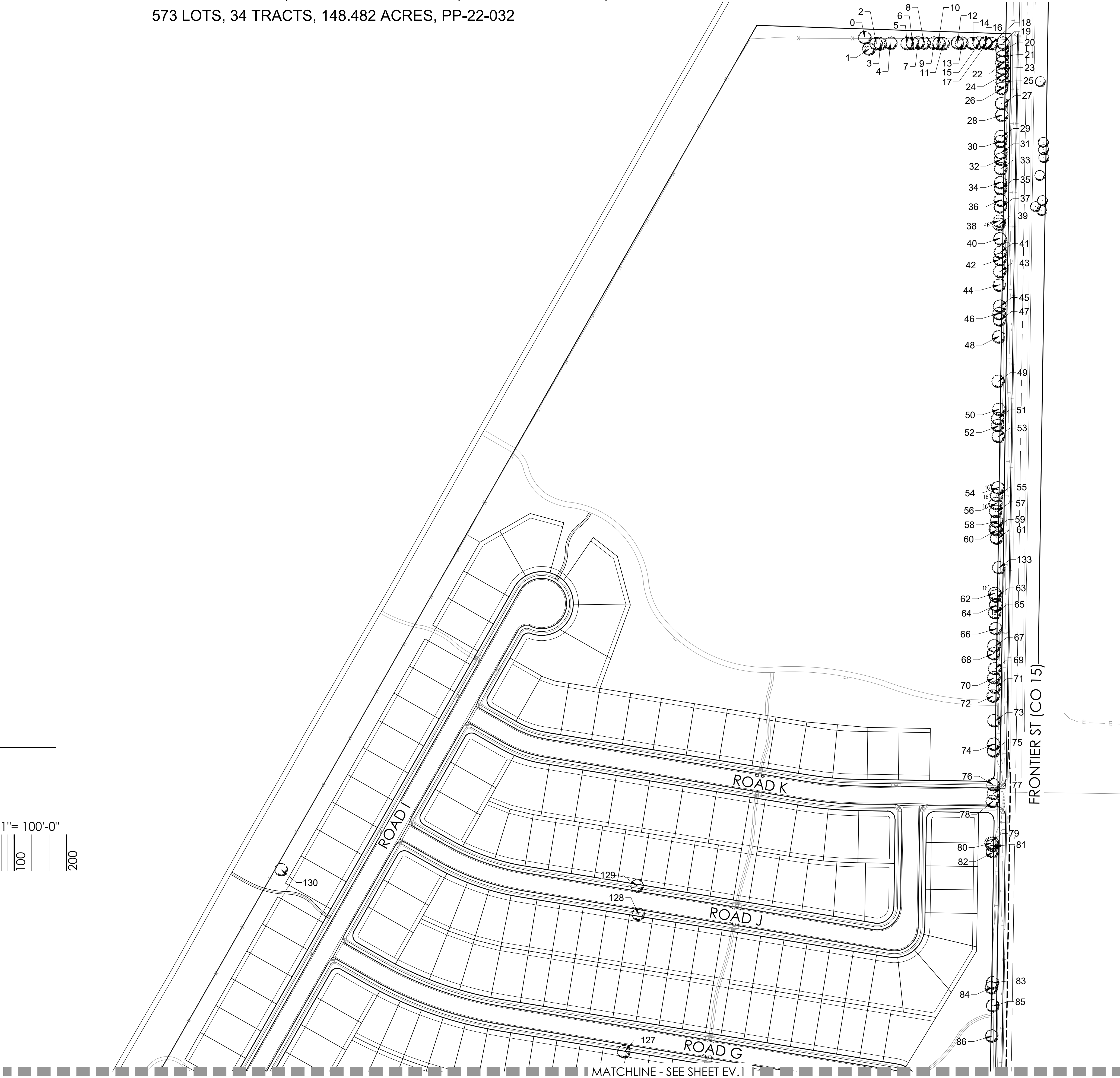
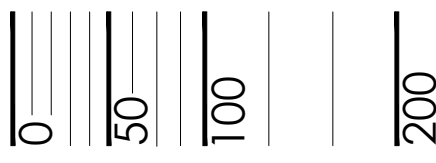
LOCATED IN THE SOUTH HALF AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH,
RANGE 67 WEST OF THE SIXTH PRINCIPLE MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
573 LOTS, 34 TRACTS, 148.482 ACRES, PP-22-032

Legend

EXISTING TREES



Scale: 1"= 100'-0"



NOT FOR CONSTRUCTION



PROJECT NAME

DENMORE
FIRESTONE, COLORADO
PRELIMINARY PLAT

SUBMITTAL DATE:
08.01.2022

REVISION DATE:
10.03.2022

11.18.2022

SHEET TITLE

EXISTING
VEGETATION
PLAN

SHEET NUMBER

EV.1

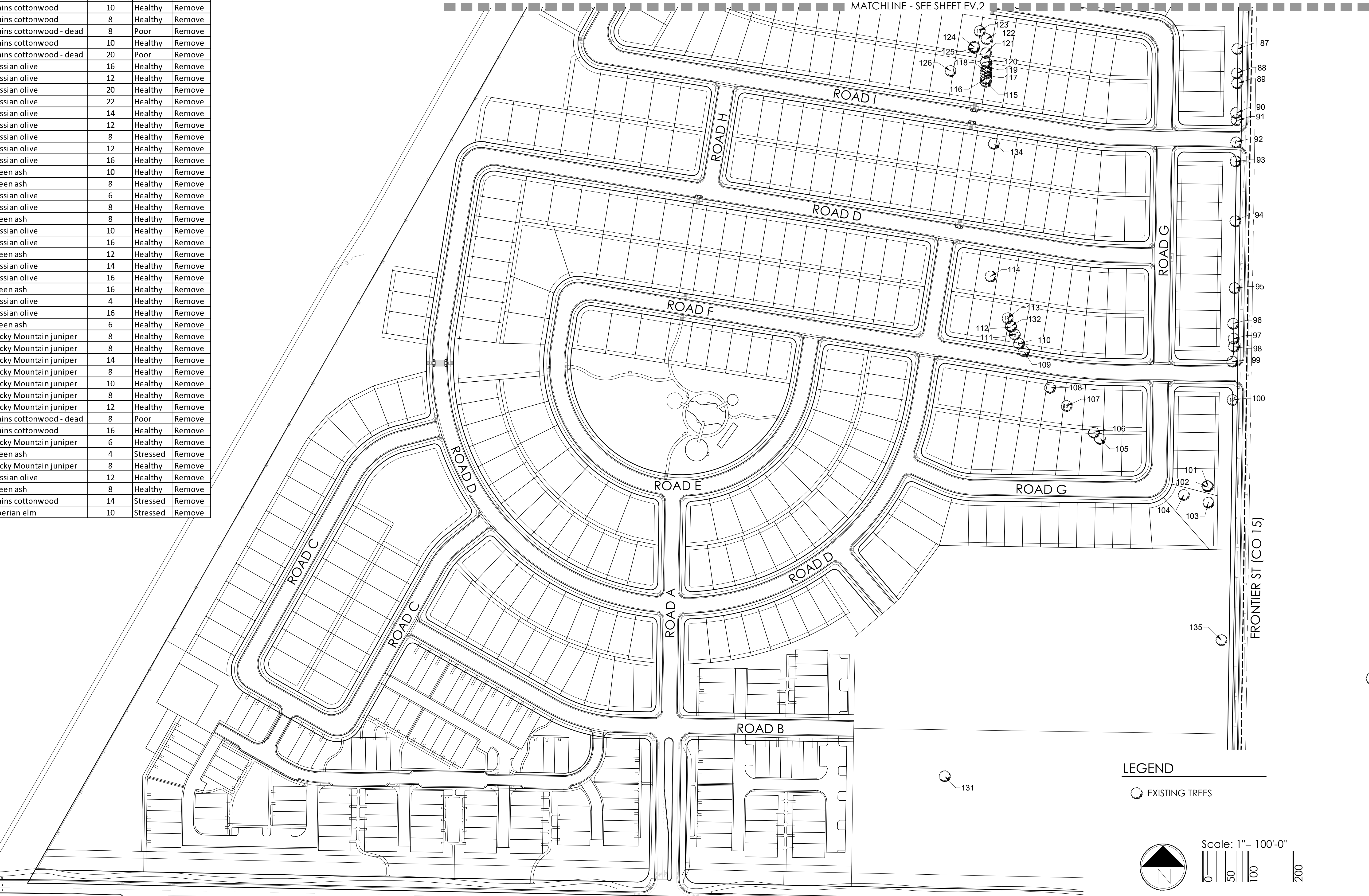
SHEET 2 OF 22

DENMORE LANDSCAPE PLAN

LOCATED IN THE SOUTH HALF AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH,
RANGE 67 WEST OF THE SIXTH PRINCIPLE MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
573 LOTS, 34 TRACTS, 148.482 ACRES, PP-22-032

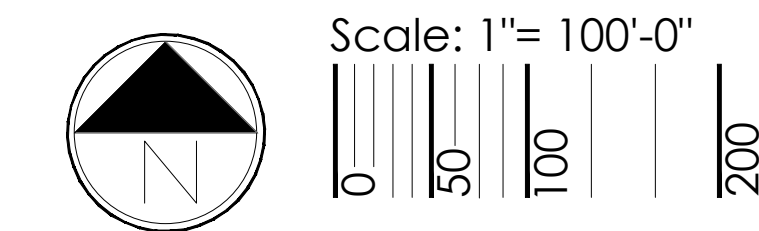
TREE INVENTORY

Tree #	Species	Caliper (in)	Condition	Status
87	Plains cottonwood	10	Healthy	Remove
88	Plains cottonwood	8	Healthy	Remove
89	Plains cottonwood - dead	8	Poor	Remove
90	Plains cottonwood	10	Healthy	Remove
91	Plains cottonwood - dead	20	Poor	Remove
92	Russian olive	16	Healthy	Remove
93	Russian olive	12	Healthy	Remove
94	Russian olive	20	Healthy	Remove
95	Russian olive	22	Healthy	Remove
96	Russian olive	14	Healthy	Remove
97	Russian olive	12	Healthy	Remove
98	Russian olive	8	Healthy	Remove
99	Russian olive	12	Healthy	Remove
100	Russian olive	16	Healthy	Remove
101	Green ash	10	Healthy	Remove
102	Green ash	8	Healthy	Remove
103	Russian olive	6	Healthy	Remove
104	Russian olive	8	Healthy	Remove
105	Green ash	8	Healthy	Remove
106	Russian olive	10	Healthy	Remove
107	Russian olive	16	Healthy	Remove
108	Green ash	12	Healthy	Remove
109	Russian olive	14	Healthy	Remove
110	Russian olive	16	Healthy	Remove
111	Green ash	16	Healthy	Remove
112	Russian olive	4	Healthy	Remove
113	Russian olive	16	Healthy	Remove
114	Green ash	6	Healthy	Remove
115	Rocky Mountain juniper	8	Healthy	Remove
116	Rocky Mountain juniper	8	Healthy	Remove
117	Rocky Mountain juniper	14	Healthy	Remove
118	Rocky Mountain juniper	8	Healthy	Remove
119	Rocky Mountain juniper	10	Healthy	Remove
120	Rocky Mountain juniper	8	Healthy	Remove
121	Rocky Mountain juniper	12	Healthy	Remove
122	Plains cottonwood - dead	8	Poor	Remove
123	Plains cottonwood	16	Healthy	Remove
124	Rocky Mountain juniper	6	Healthy	Remove
125	Green ash	4	Stressed	Remove
126	Rocky Mountain juniper	8	Healthy	Remove
131	Russian olive	12	Healthy	Remove
132	Green ash	8	Healthy	Remove
134	Plains cottonwood	14	Stressed	Remove
135	Siberian elm	10	Stressed	Remove



LEGEND

EXISTING TREES



NOT FOR CONSTRUCTION



PROJECT NAME

DENMORE
FIRESTONE, COLORADO
PRELIMINARY PLAT

SUBMITTAL DATE:
08.01.2022
REVISION DATE:
10.03.2022
11.18.2022

SHEET TITLE

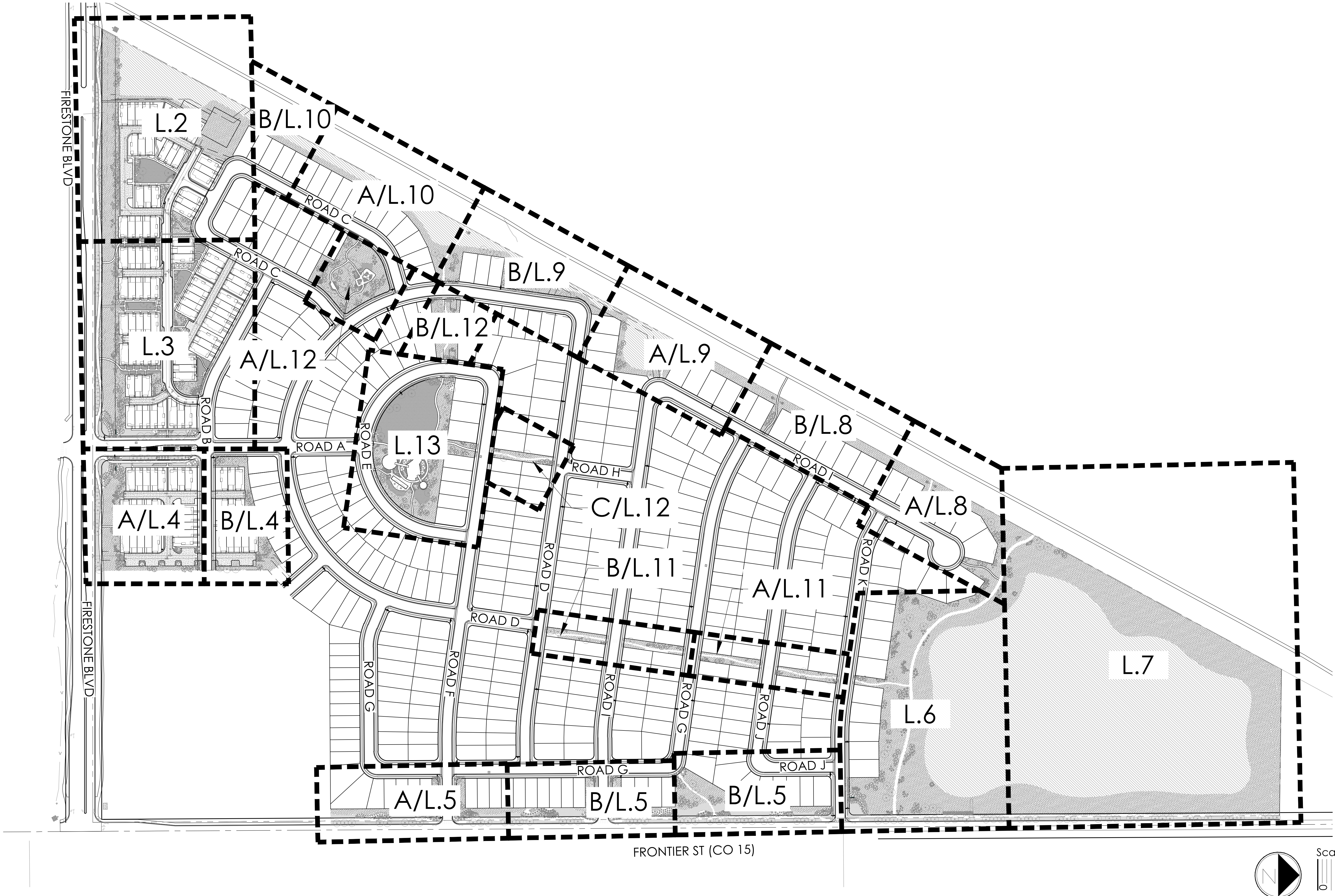
EXISTING
VEGETATION
PLAN

SHEET NUMBER

EV.2
SHEET 3 OF 22

DENMORE LANDSCAPE PLAN

LOCATED IN THE SOUTH HALF AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH,
RANGE 67 WEST OF THE SIXTH PRINCIPLE MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
573 LOTS, 34 TRACTS, 148.482 ACRES, PP-22-032



NOT FOR CONSTRUCTION



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Denver, CO 80231
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PROJECT NAME

DENMORE
FIRESTONE, COLORADO
PRELIMINARY PLAT

SUBMITTAL DATE:
08.01.2022
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10.03.2022
11.18.2022

SHEET TITLE

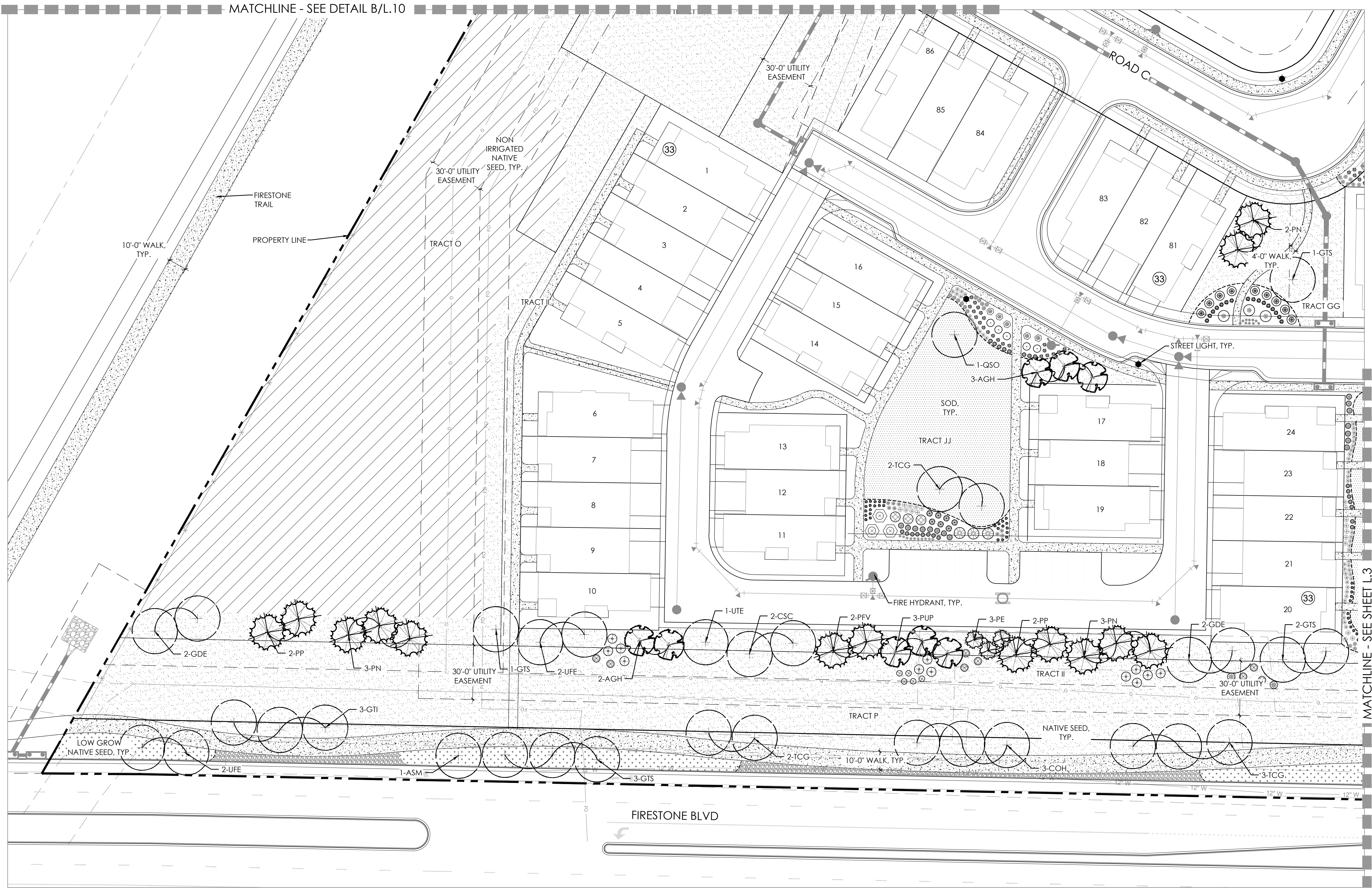
OVERALL
LANDSCAPE

SHEET NUMBER

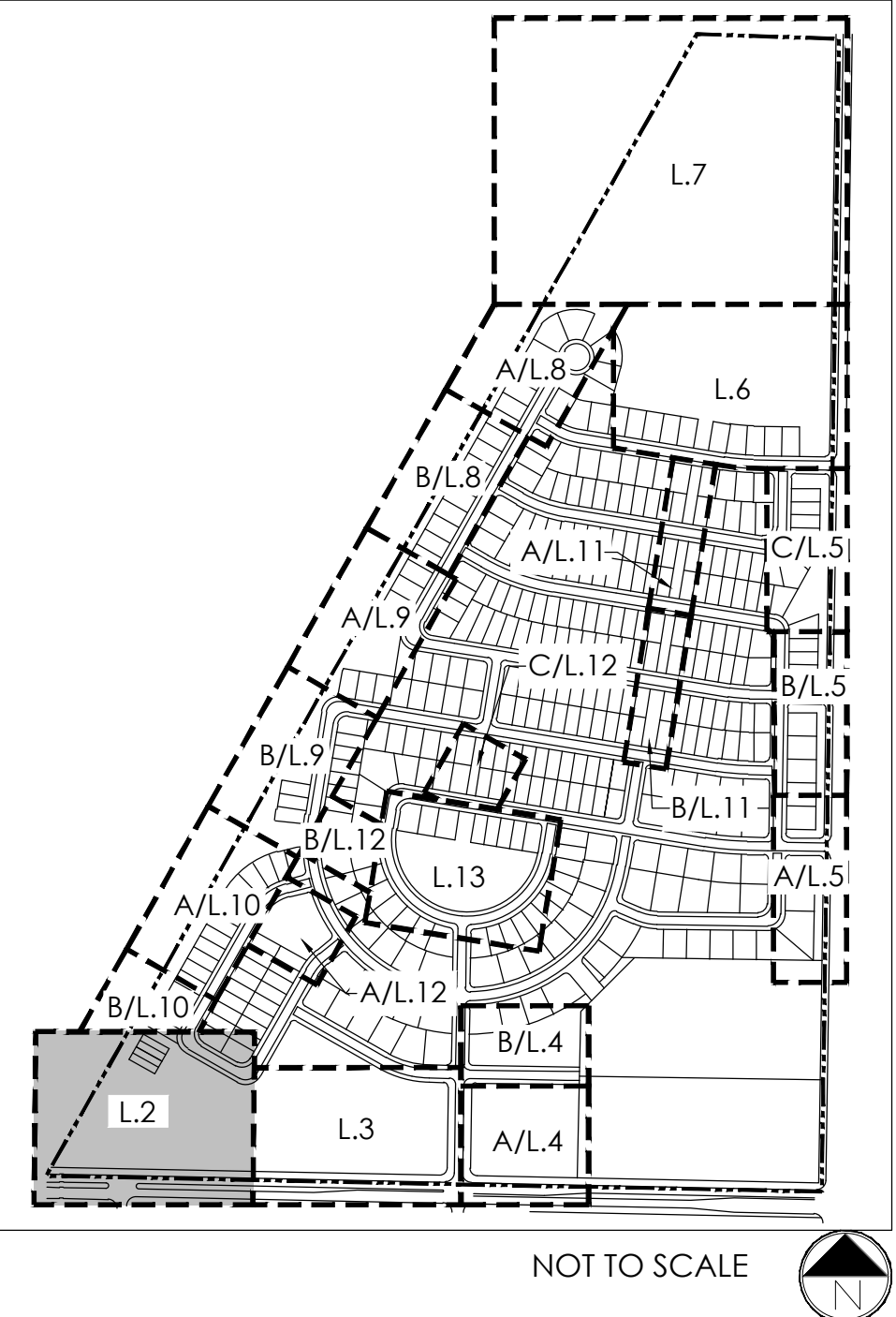
L.1
SHEET 4 OF 22

DENMORE LANDSCAPE PLAN

LOCATED IN THE SOUTH HALF AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH,
RANGE 67 WEST OF THE SIXTH PRINCIPLE MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
573 LOTS, 34 TRACTS, 148.482 ACRES, PP-22-032

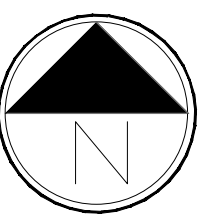


KEY MAP



LEGEND

- DROUGHT TOLERANT SOD
- IRRIGATED NATIVE GRASS
- NON-IRRIGATED NATIVE GRASS
- LOW GROW NATIVE GRASS
- CRUSHER FINES
- CONCRETE
- SHRUBS, GRASSES & PERENNIALS
- ROCK MULCH
- DECIDUOUS SHADE TREES
- EVERGREEN TREES
- ORNAMENTAL TREES
- LANDSCAPE BOULDER



Scale: 1"= 30'-0"

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DENMORE
FIRESTONE, COLORADO
PRELIMINARY PLAT

SUBMITTAL DATE:
08.01.2022
REVISION DATE:
10.03.2022
11.18.2022

SHEET TITLE

LANDSCAPE
PLANS

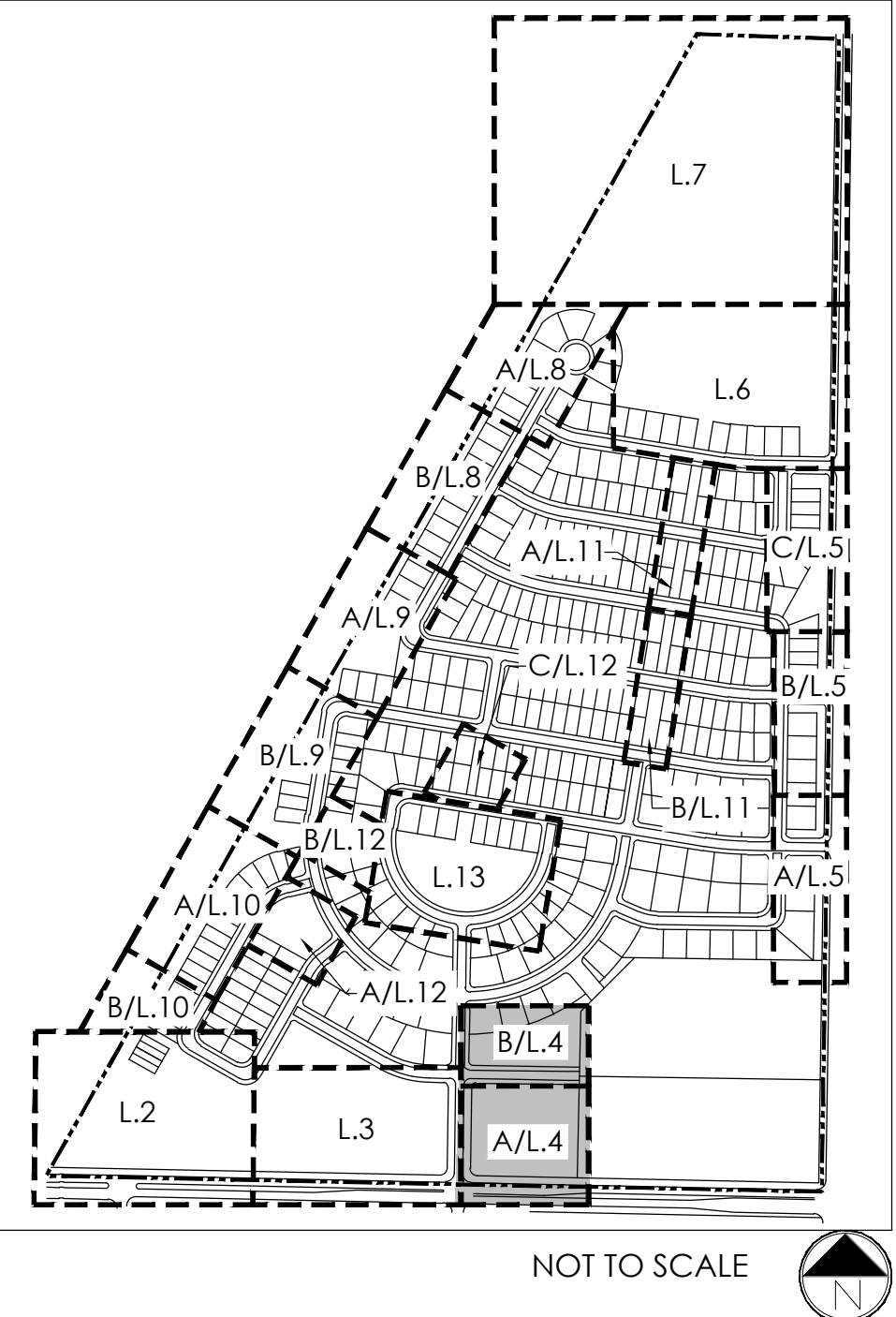
SHEET NUMBER

L.2
SHEET 5 OF 22

DENMORE LANDSCAPE PLAN

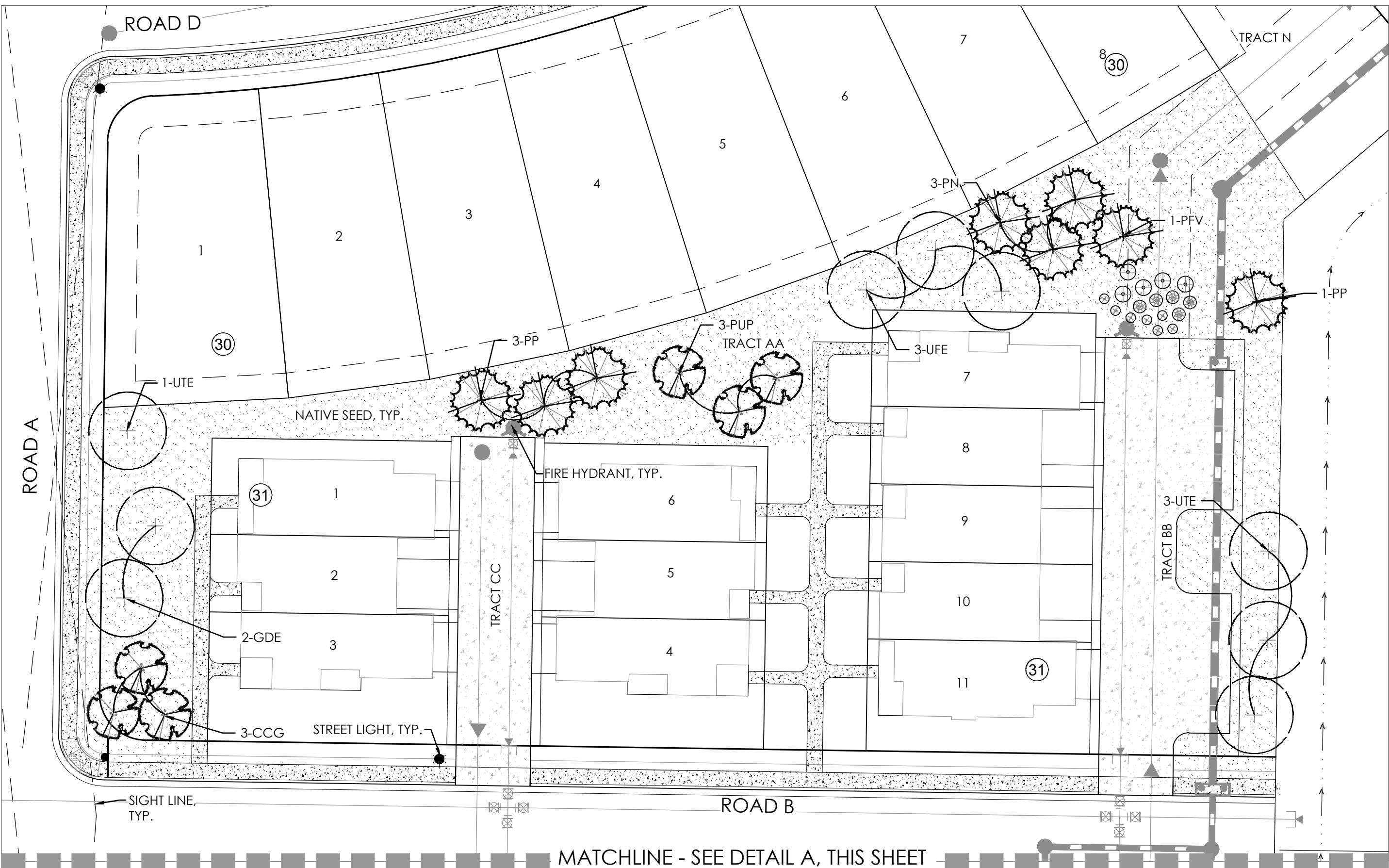
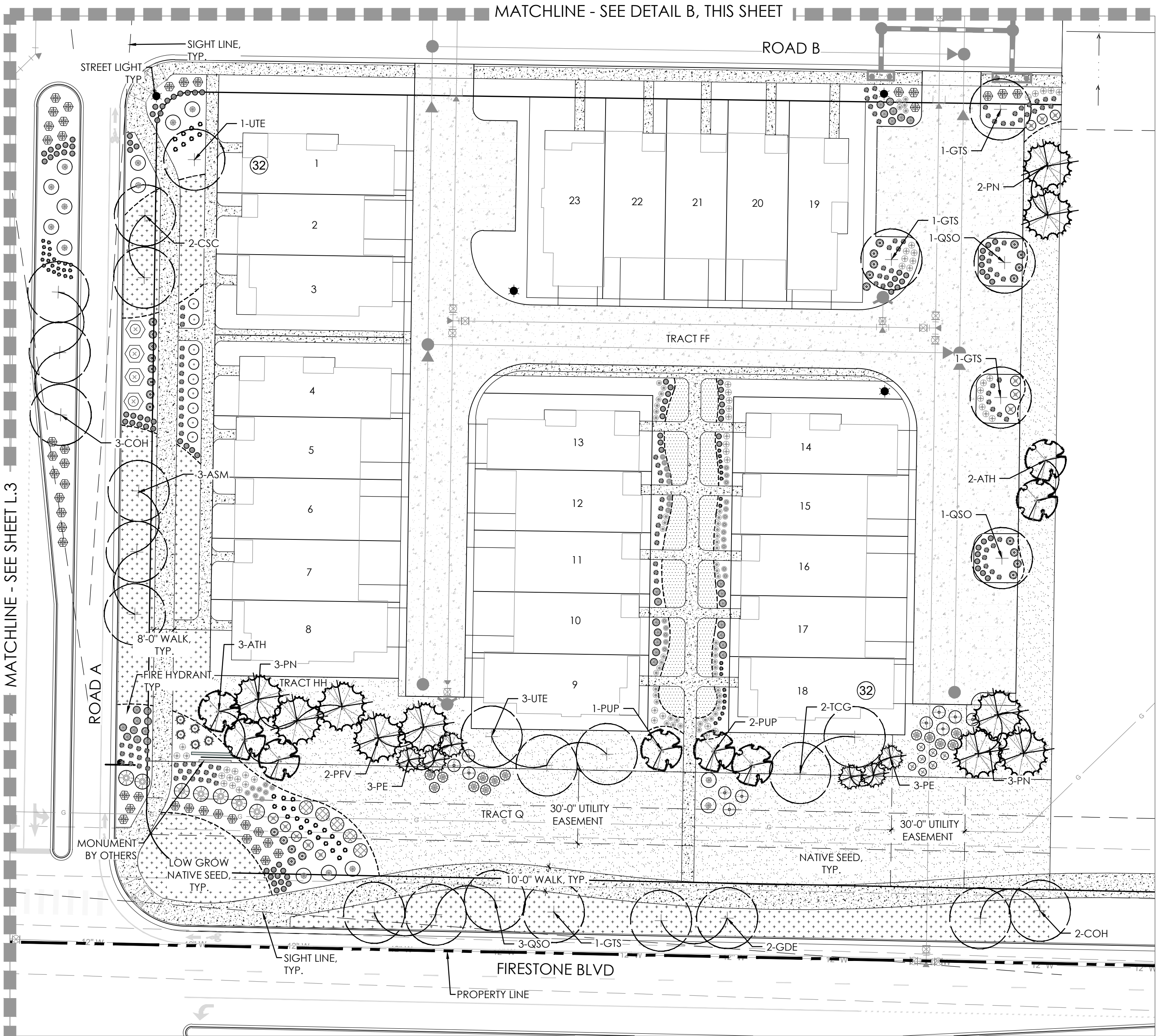
LOCATED IN THE SOUTH HALF AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH,
RANGE 67 WEST OF THE SIXTH PRINCIPLE MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
573 LOTS, 34 TRACTS, 148.482 ACRES, PP-22-032

KEY MAP



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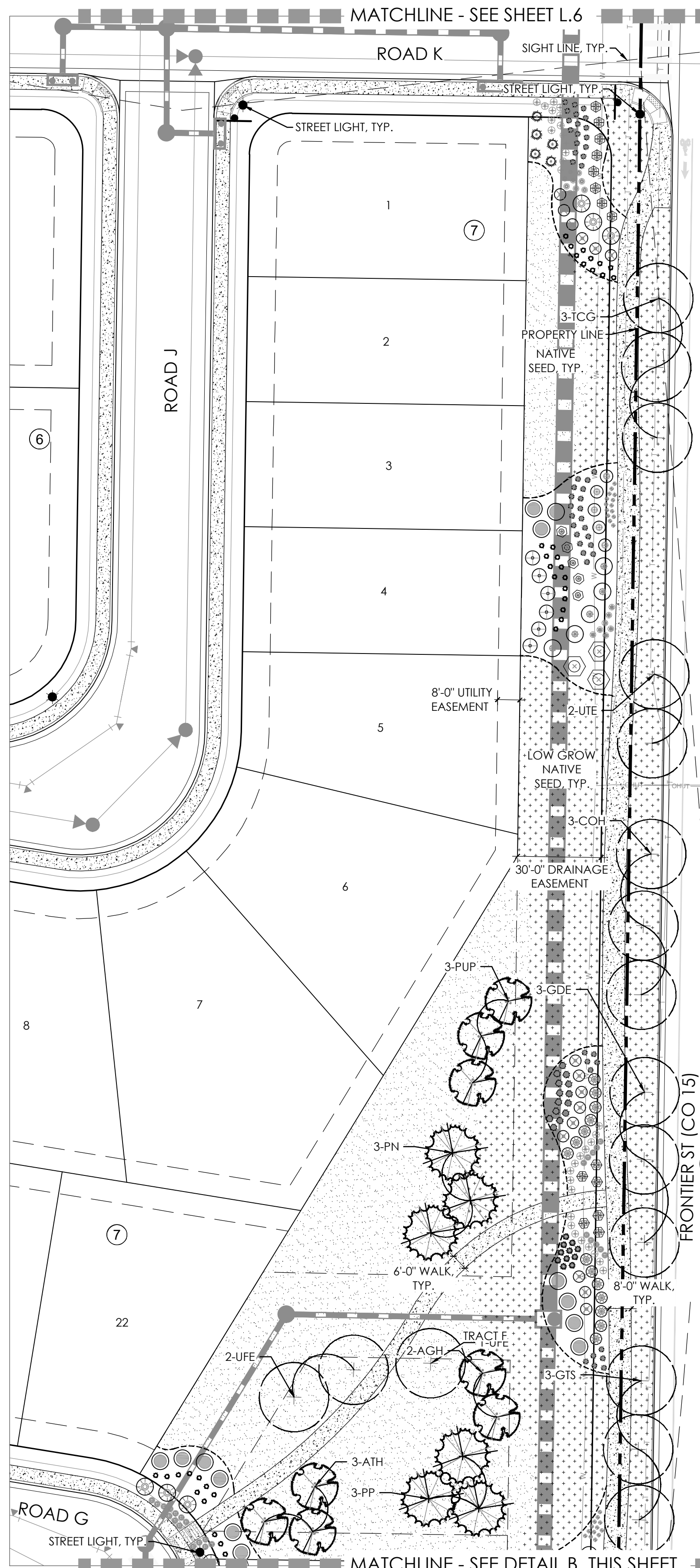
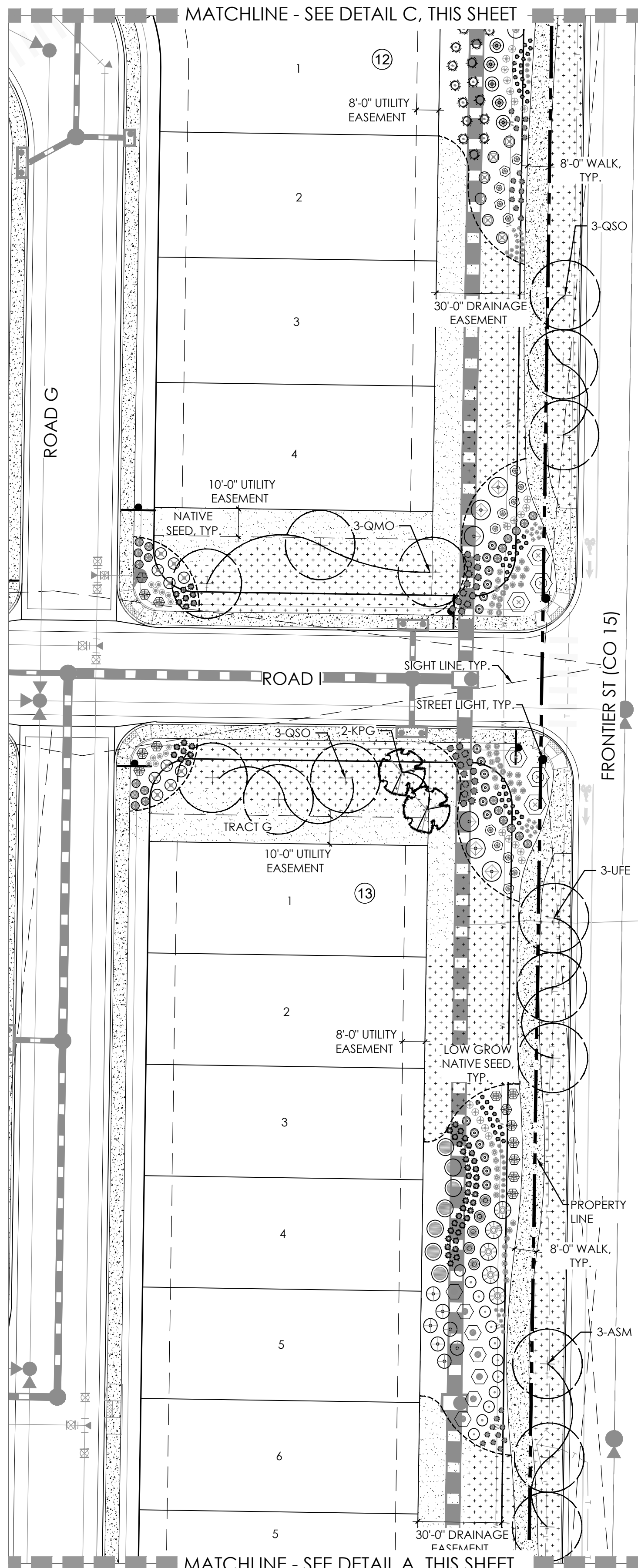
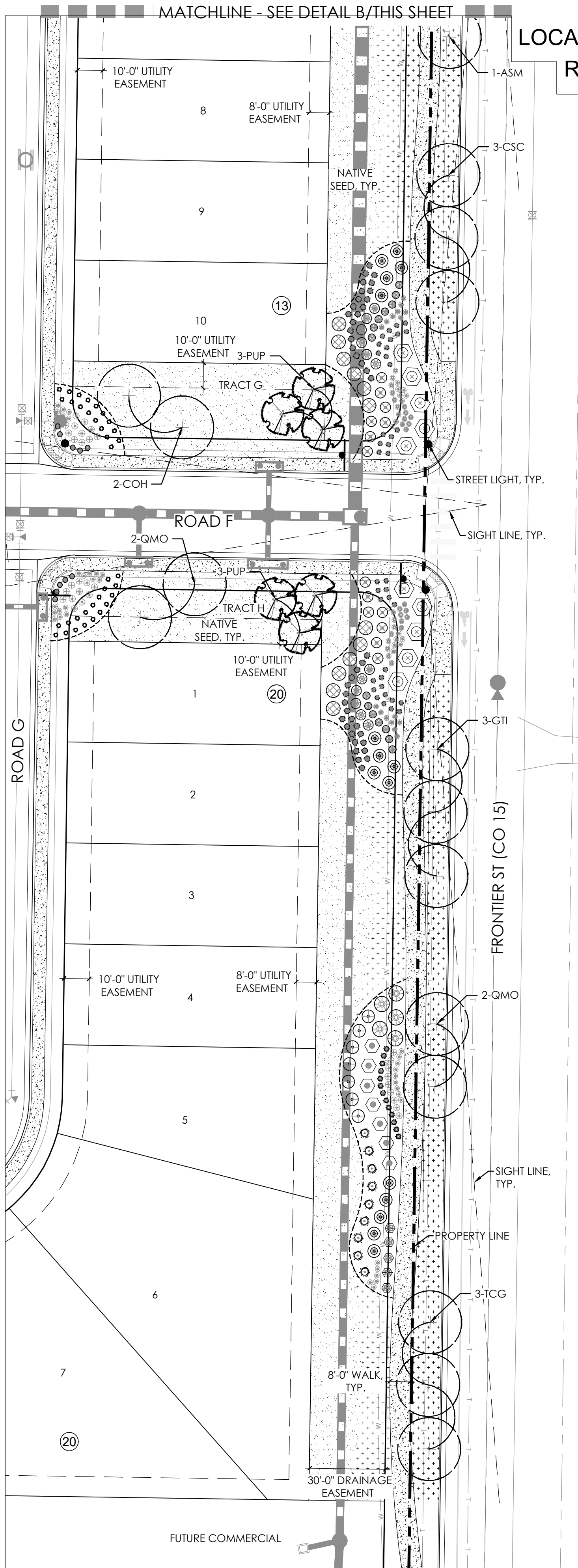
LANDSCAPE
PLANS

SHEET NUMBER

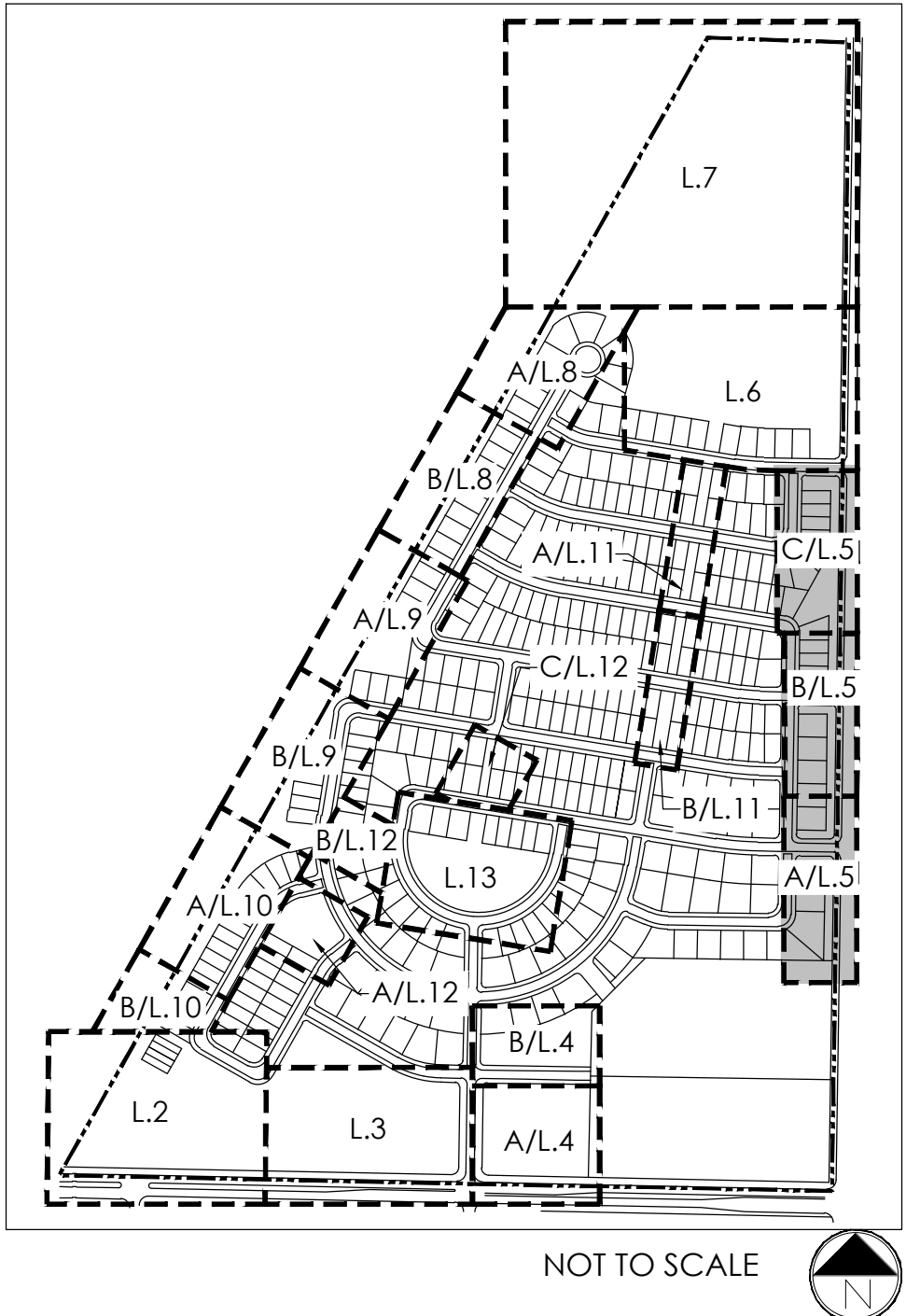
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SHEET 7 OF 22

DENMORE LANDSCAPE PLAN

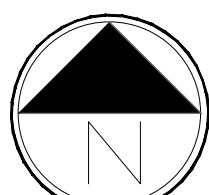
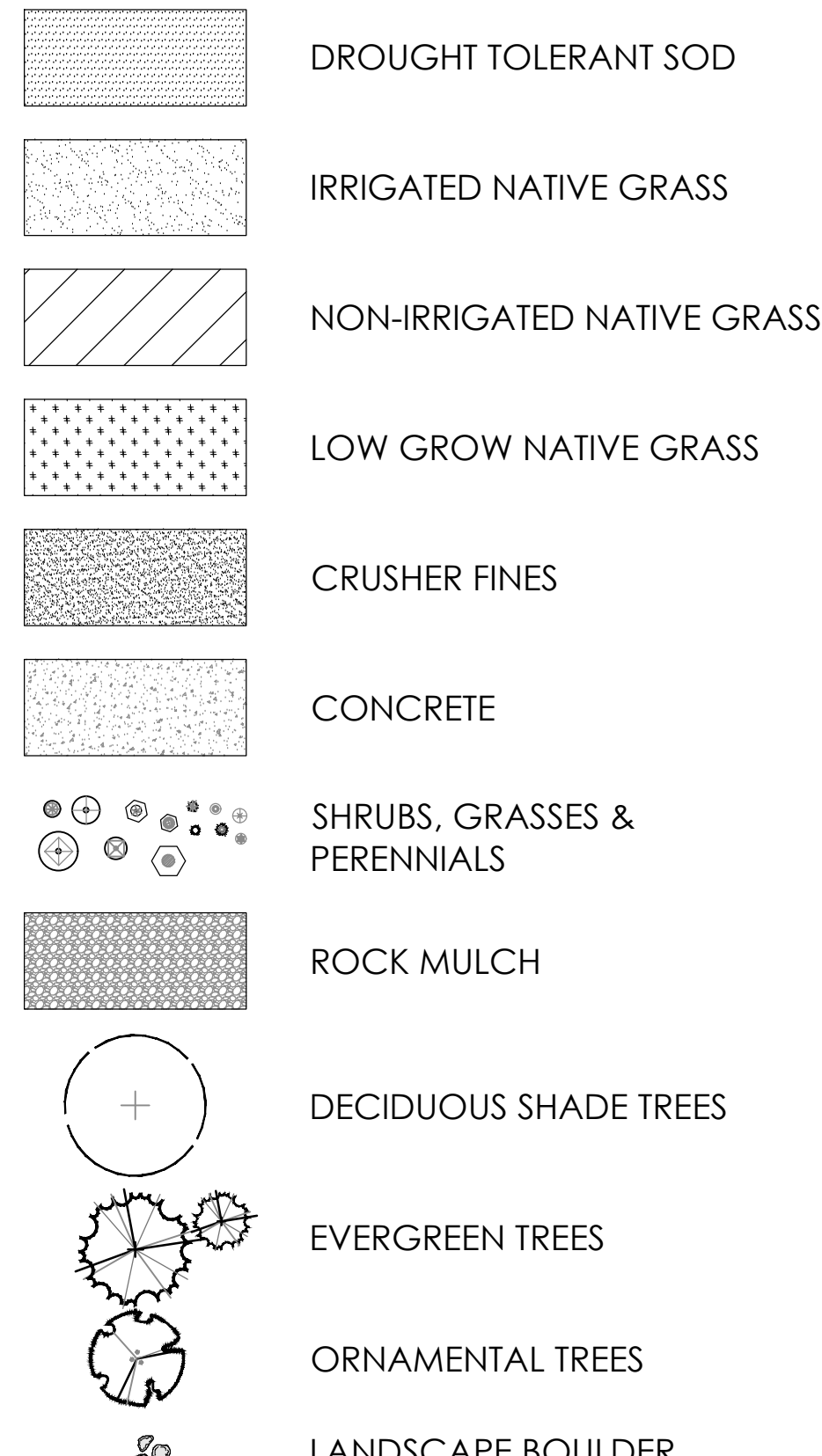
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KEY MAP



LEGEND



Scale: 1"= 30'-0"

0
5
30
50

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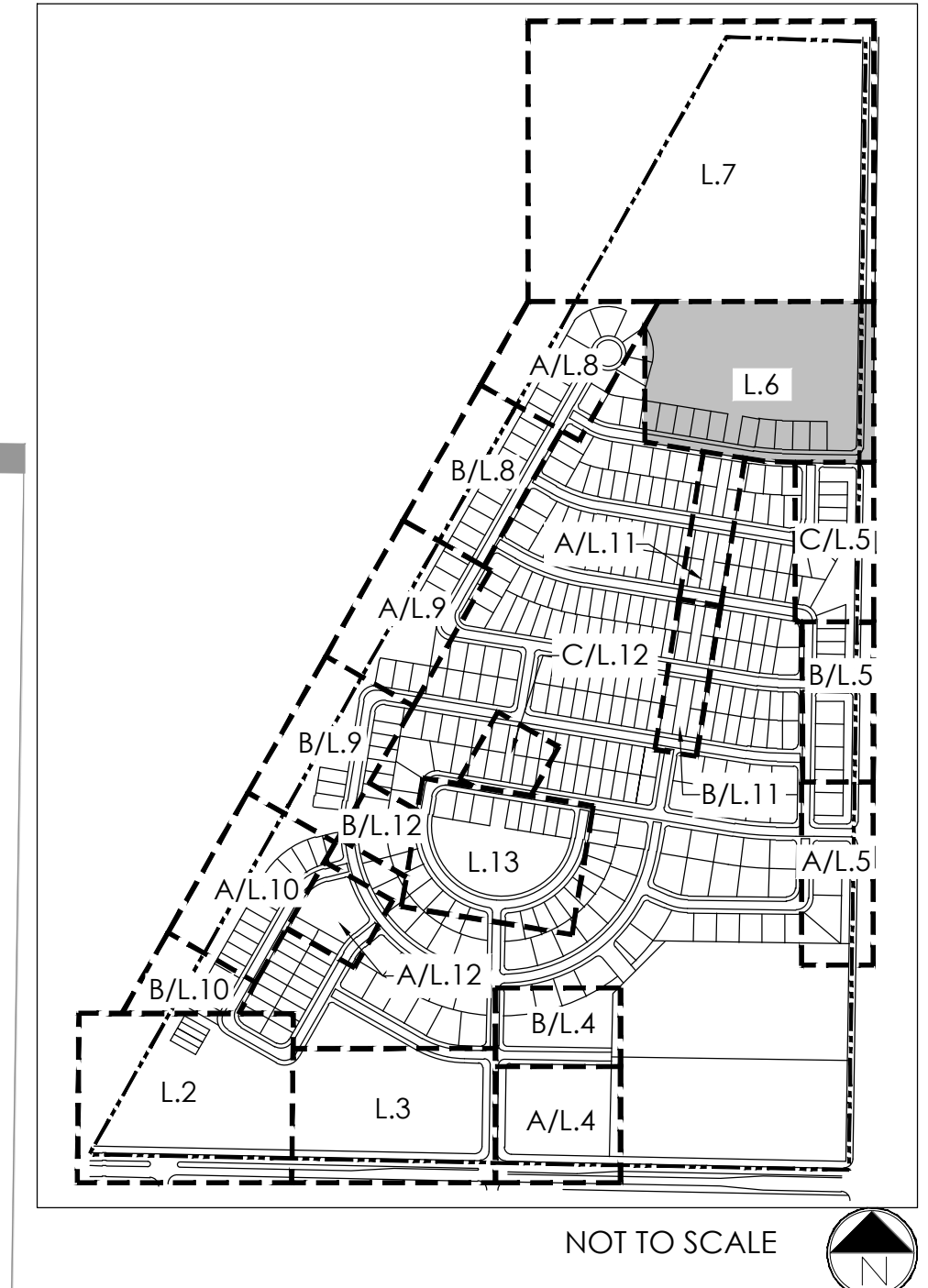
LANDSCAPE
PLANS

SHEET NUMBER

L.5

SHEET 8 OF 22

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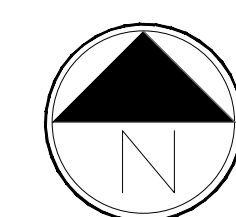
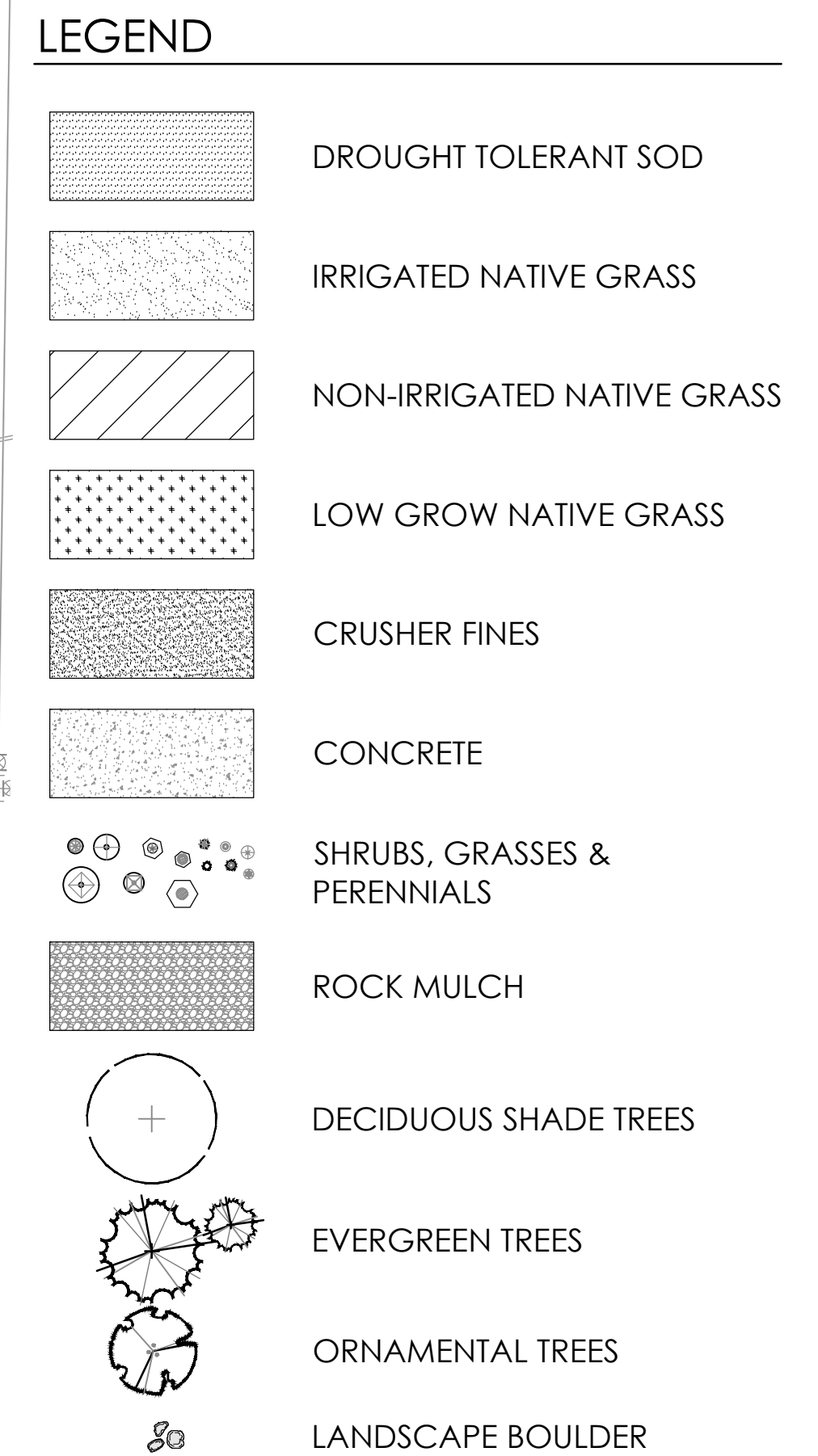


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PLANS

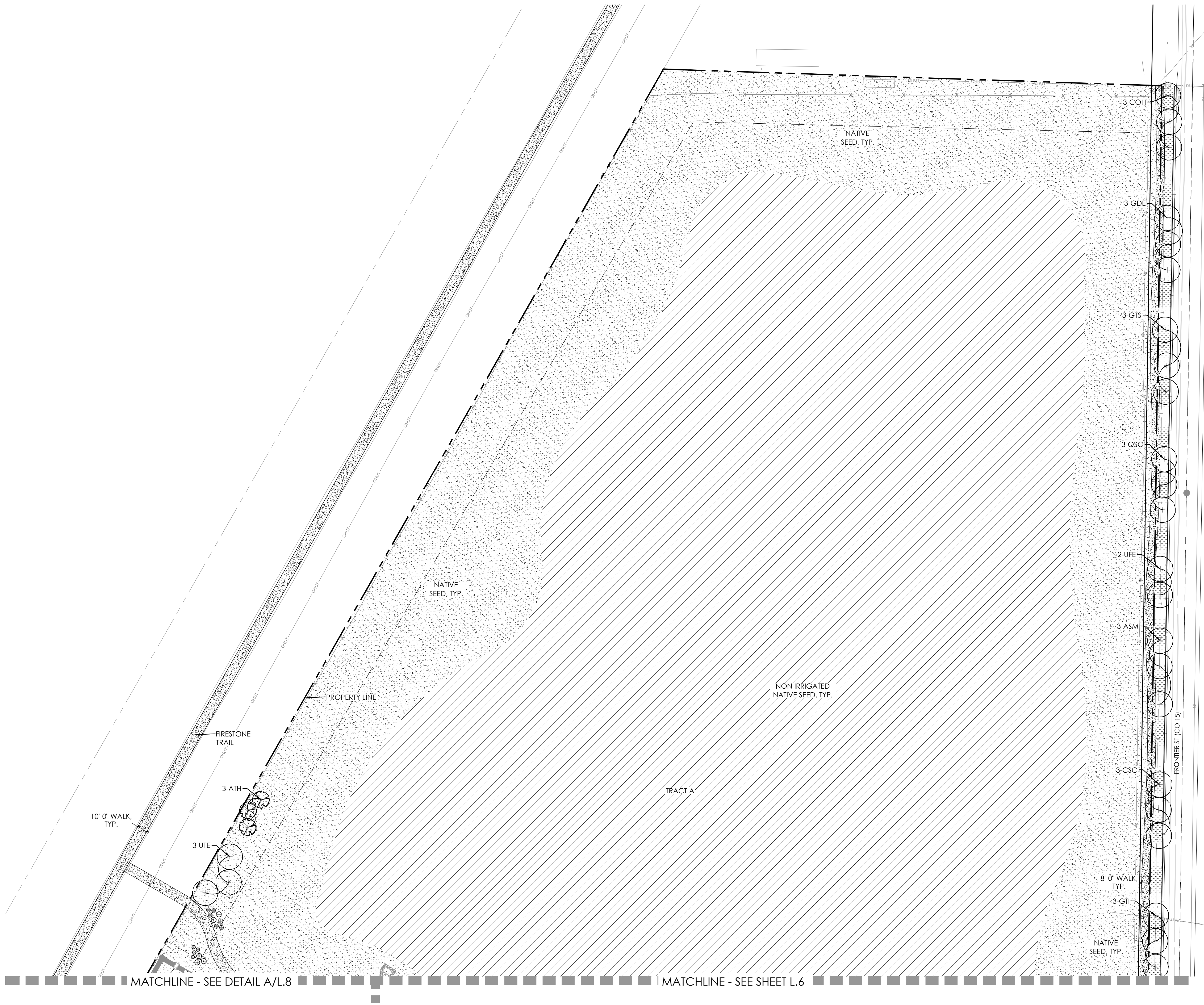
SHEET 9 OF 22



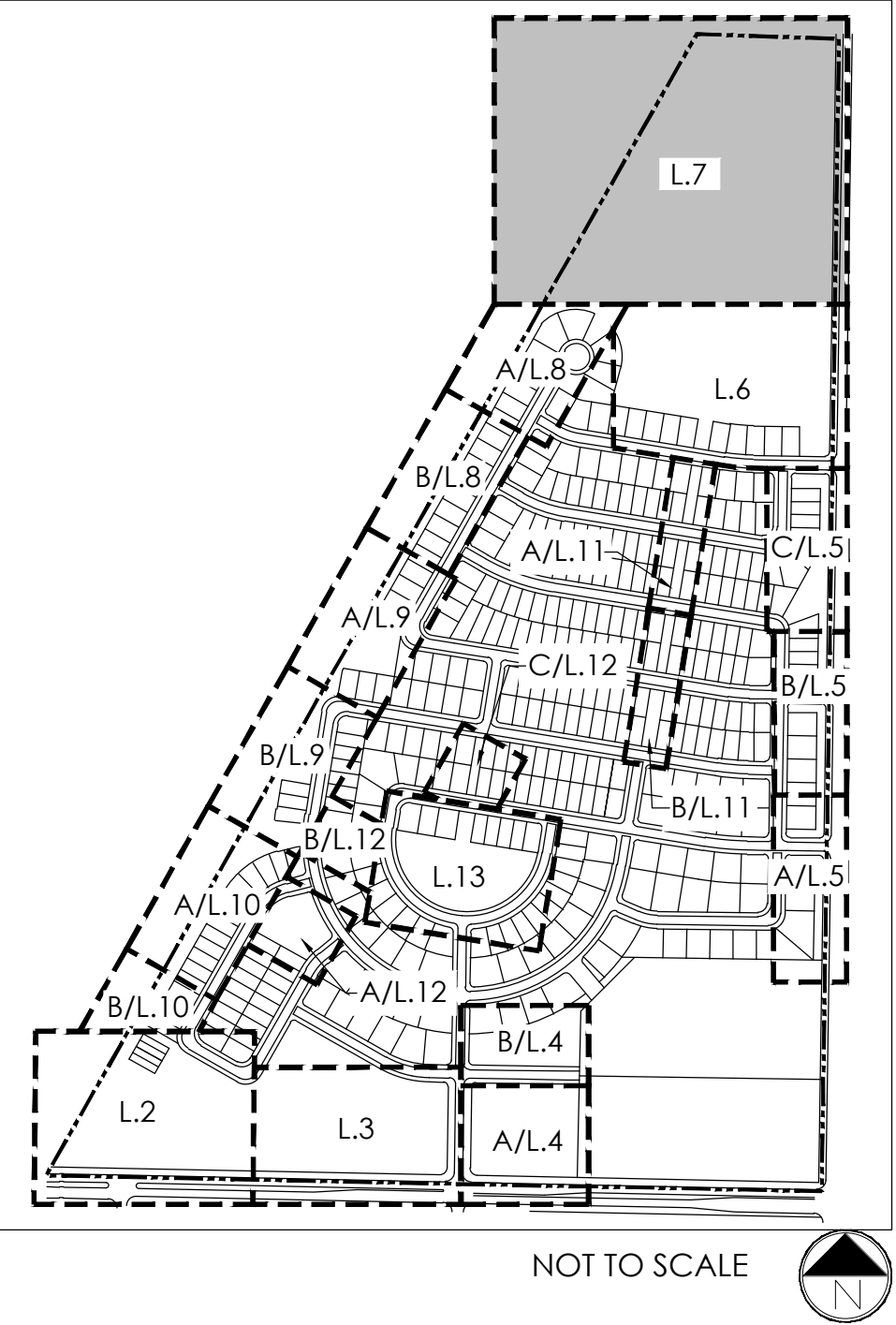
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DENMORE LANDSCAPE PLAN

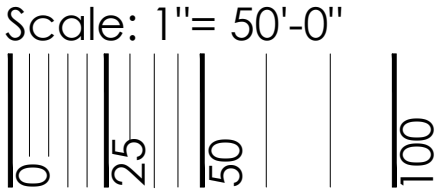
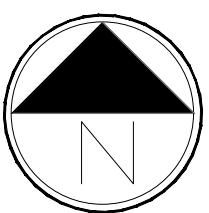
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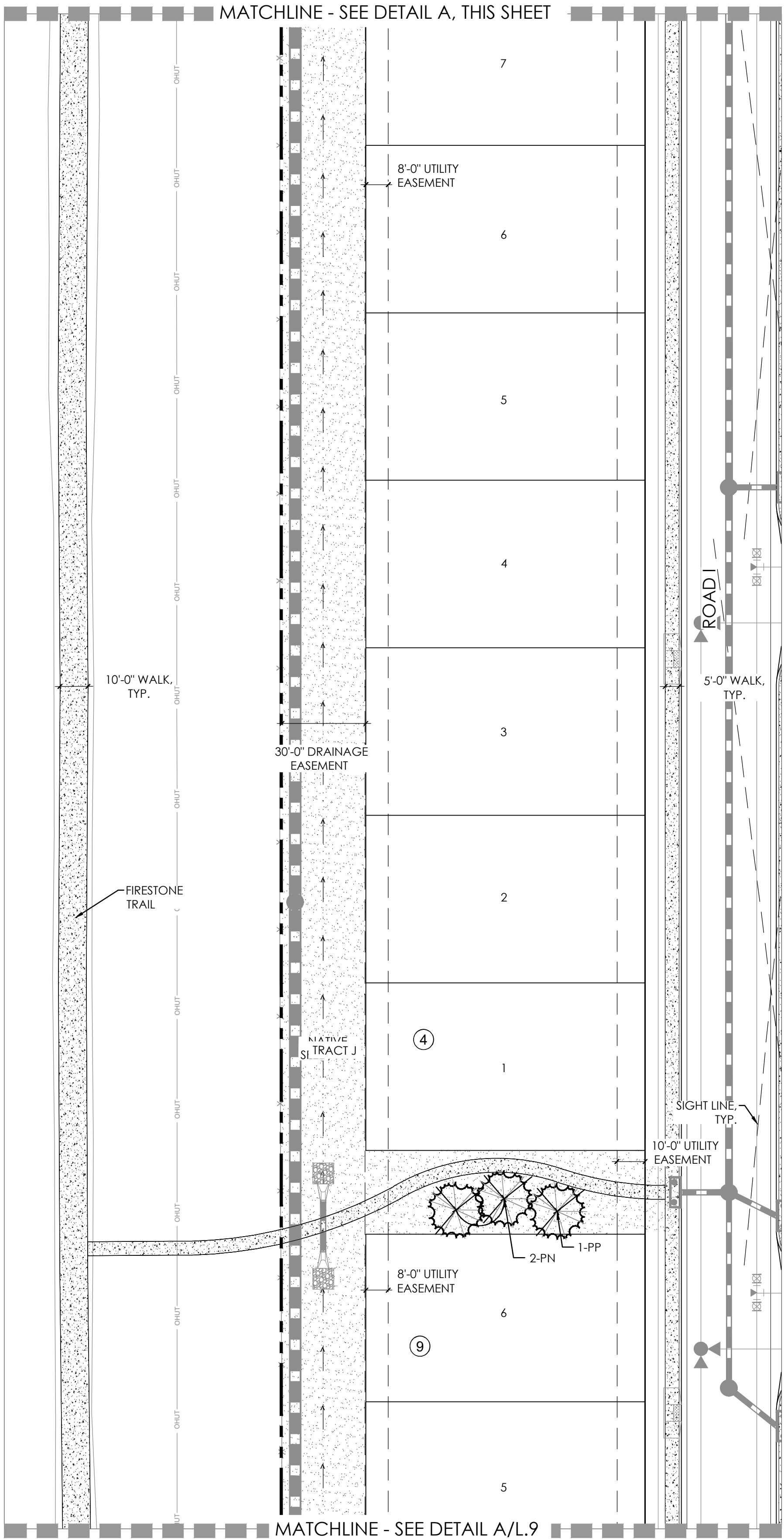
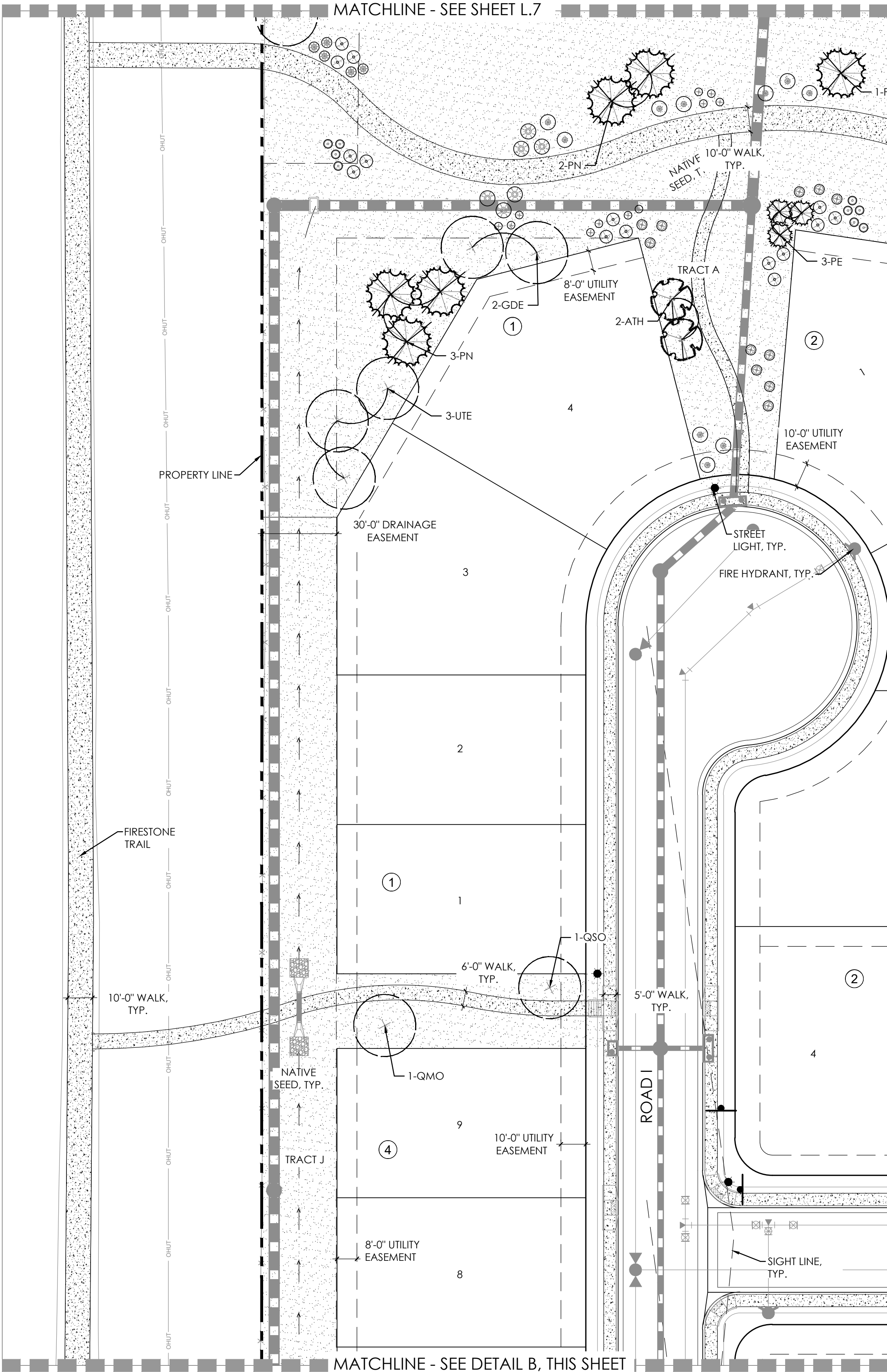
LANDSCAPE
PLANS

SHEET NUMBER

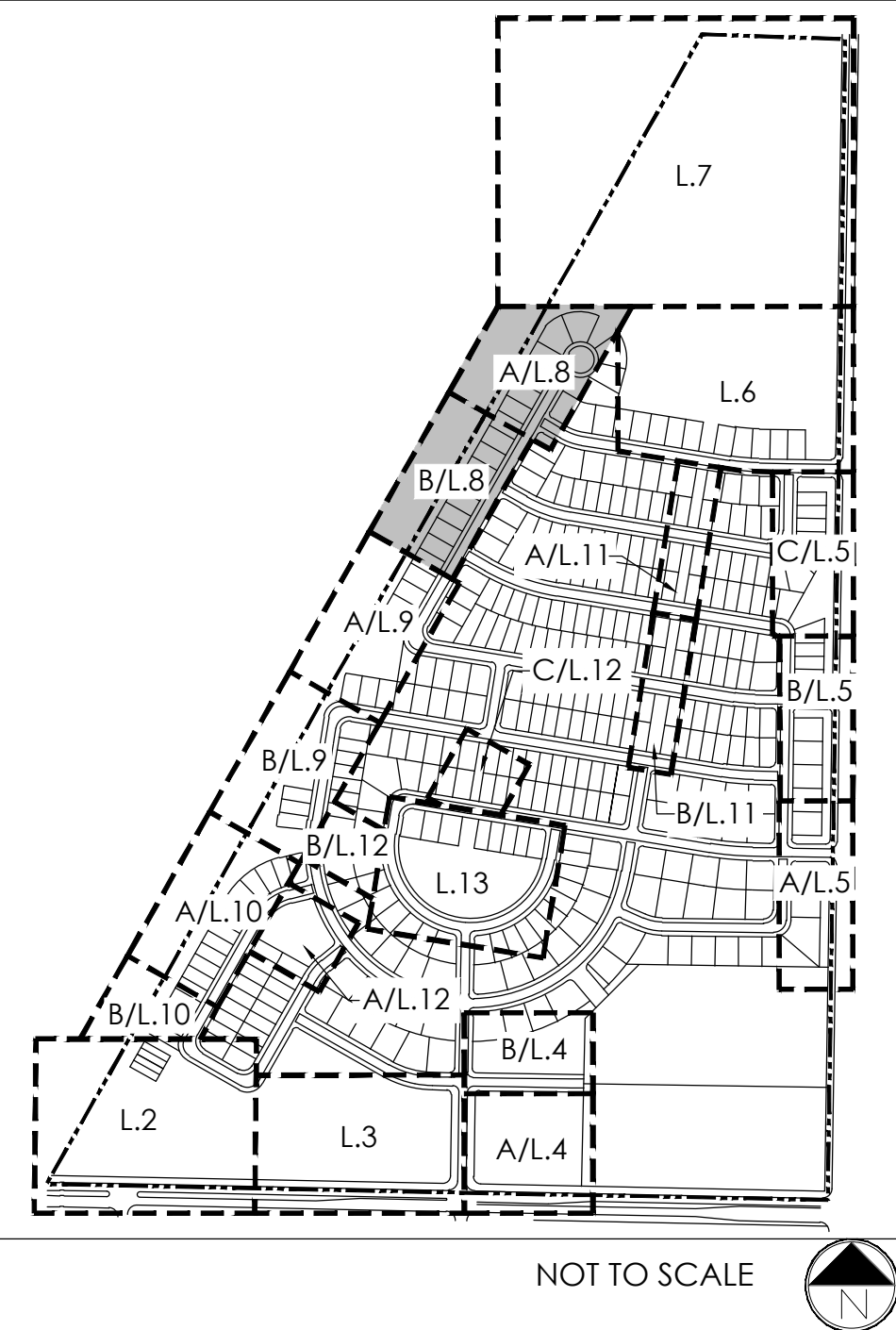
L.7
SHEET 10 OF 22

DENMORE LANDSCAPE PLAN

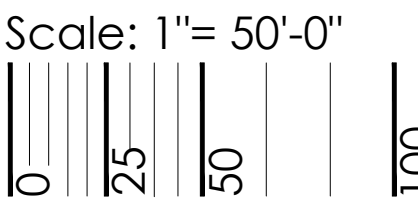
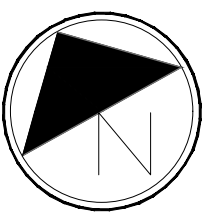
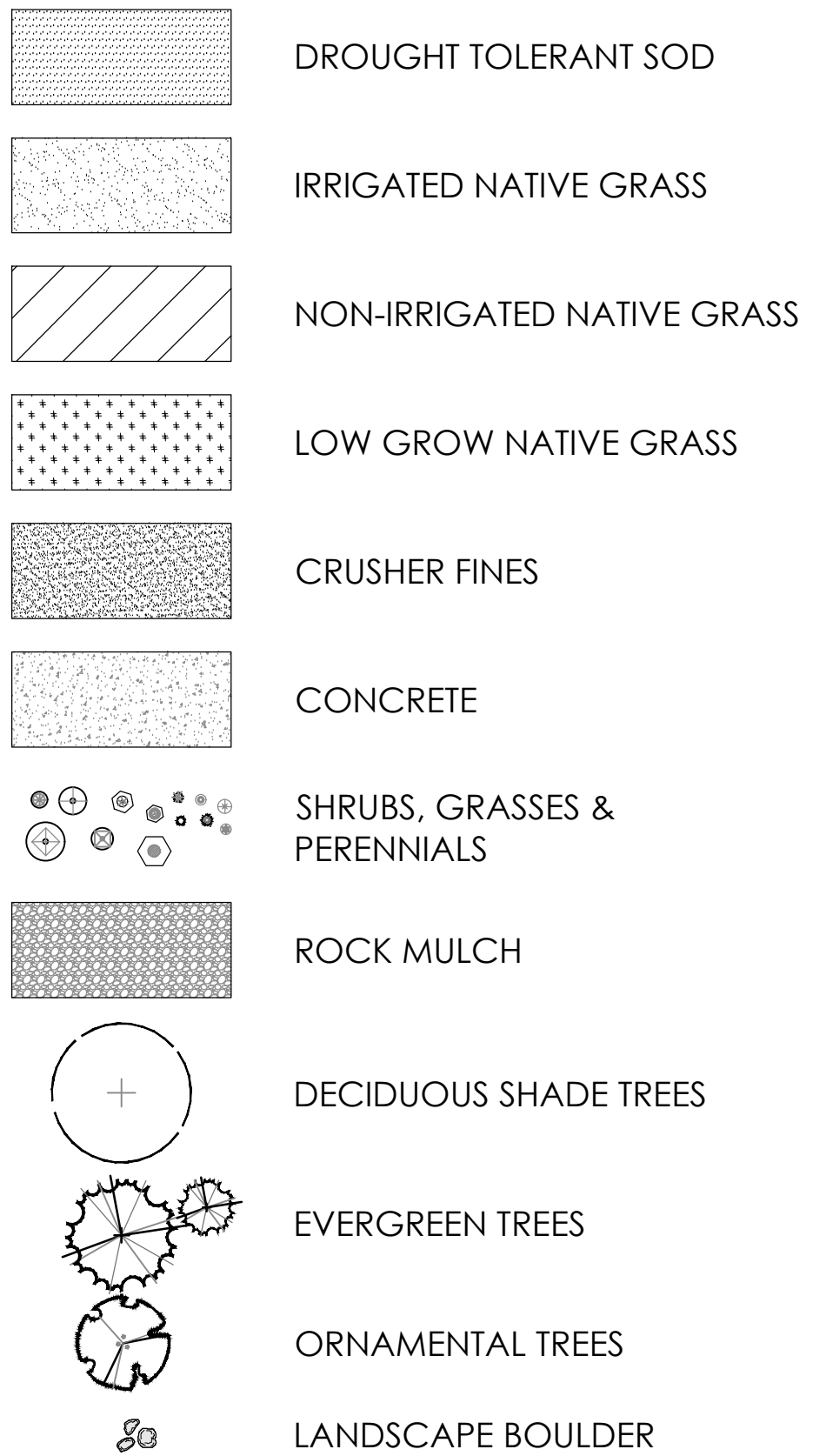
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KEY MAP



LEGEND



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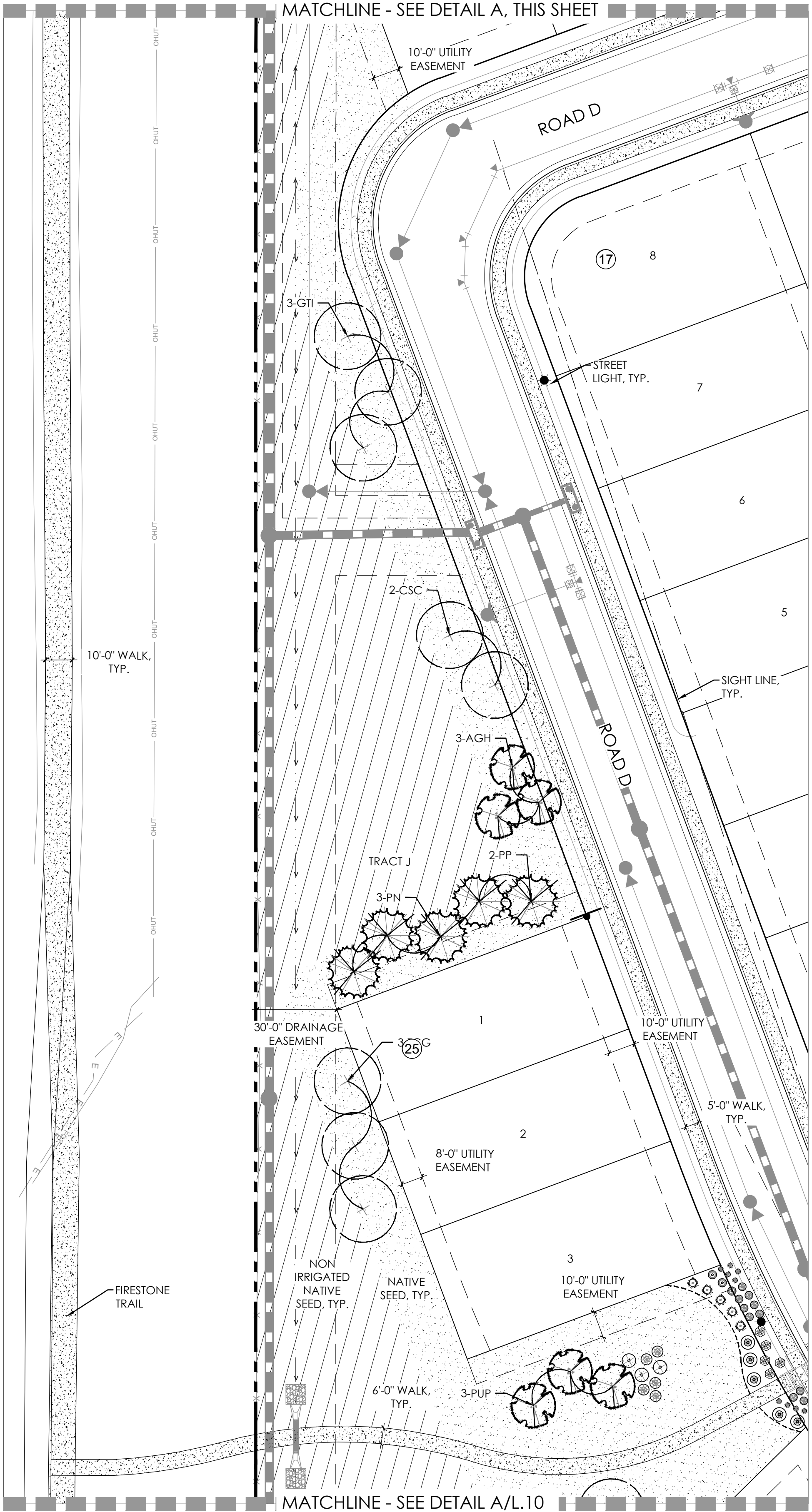
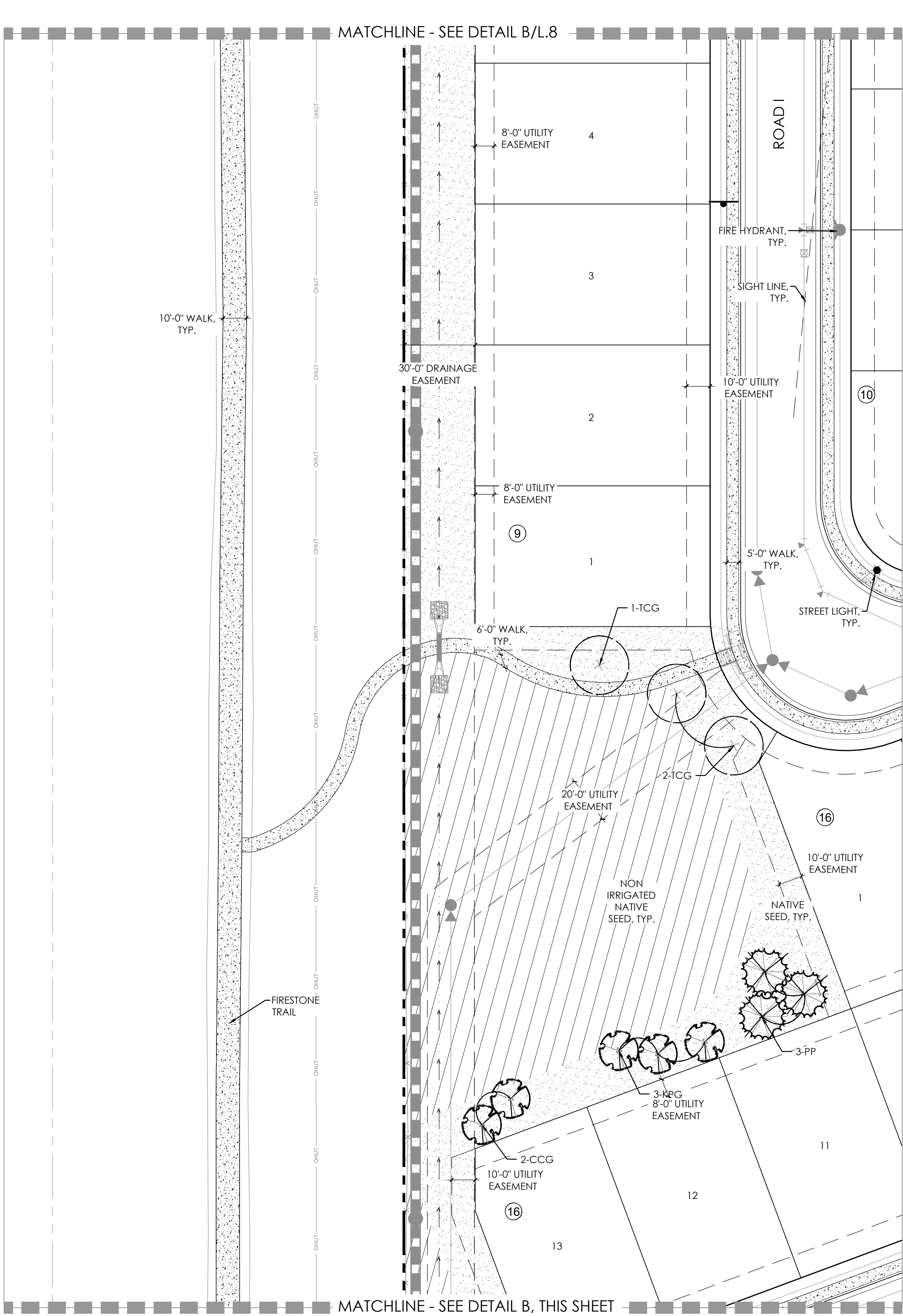
LANDSCAPE
PLANS

SHEET NUMBER

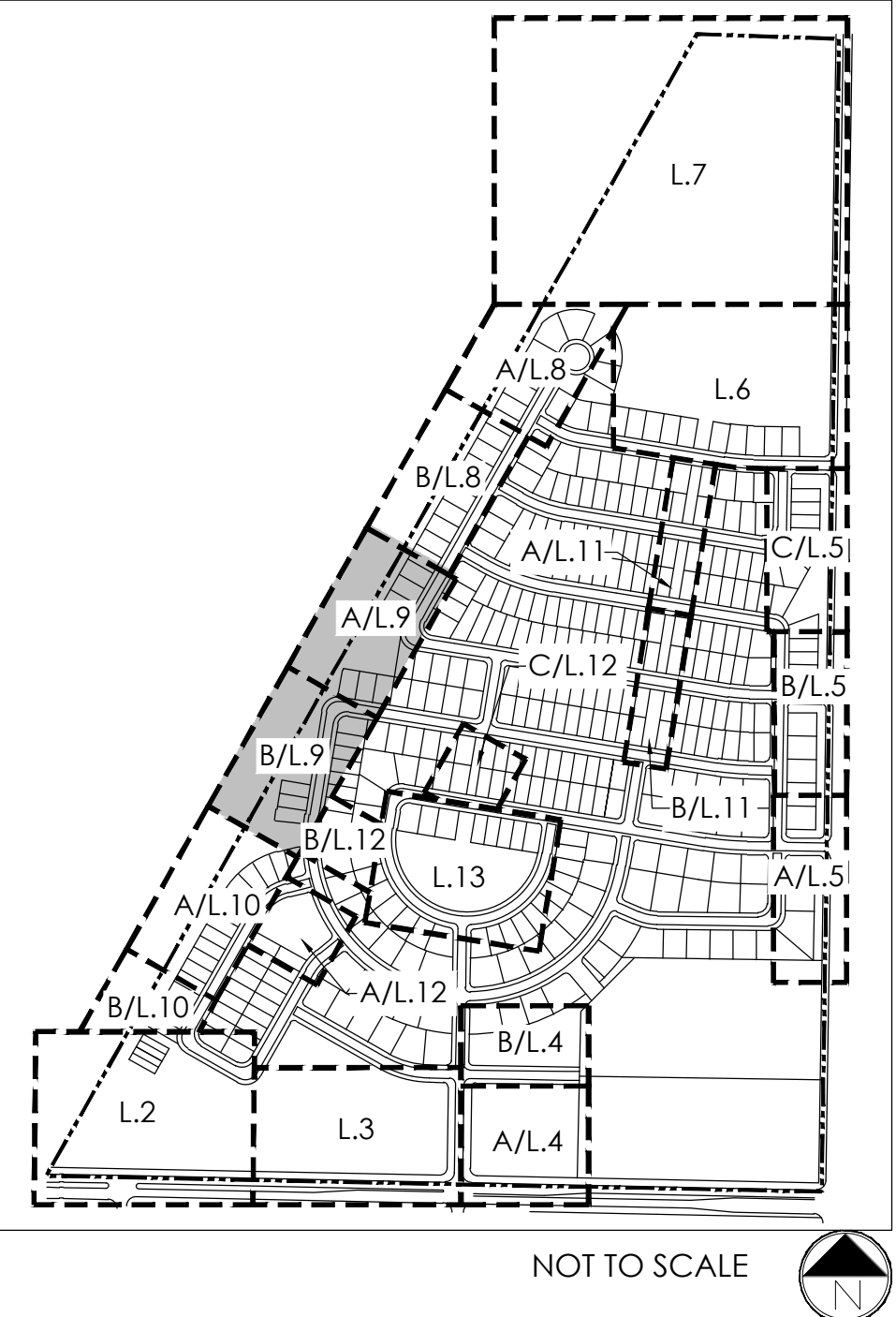
L.8
SHEET 11 OF 22

DENMORE LANDSCAPE PLAN

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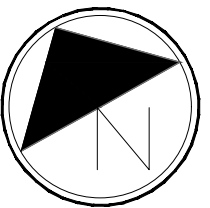


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0 15 30 60

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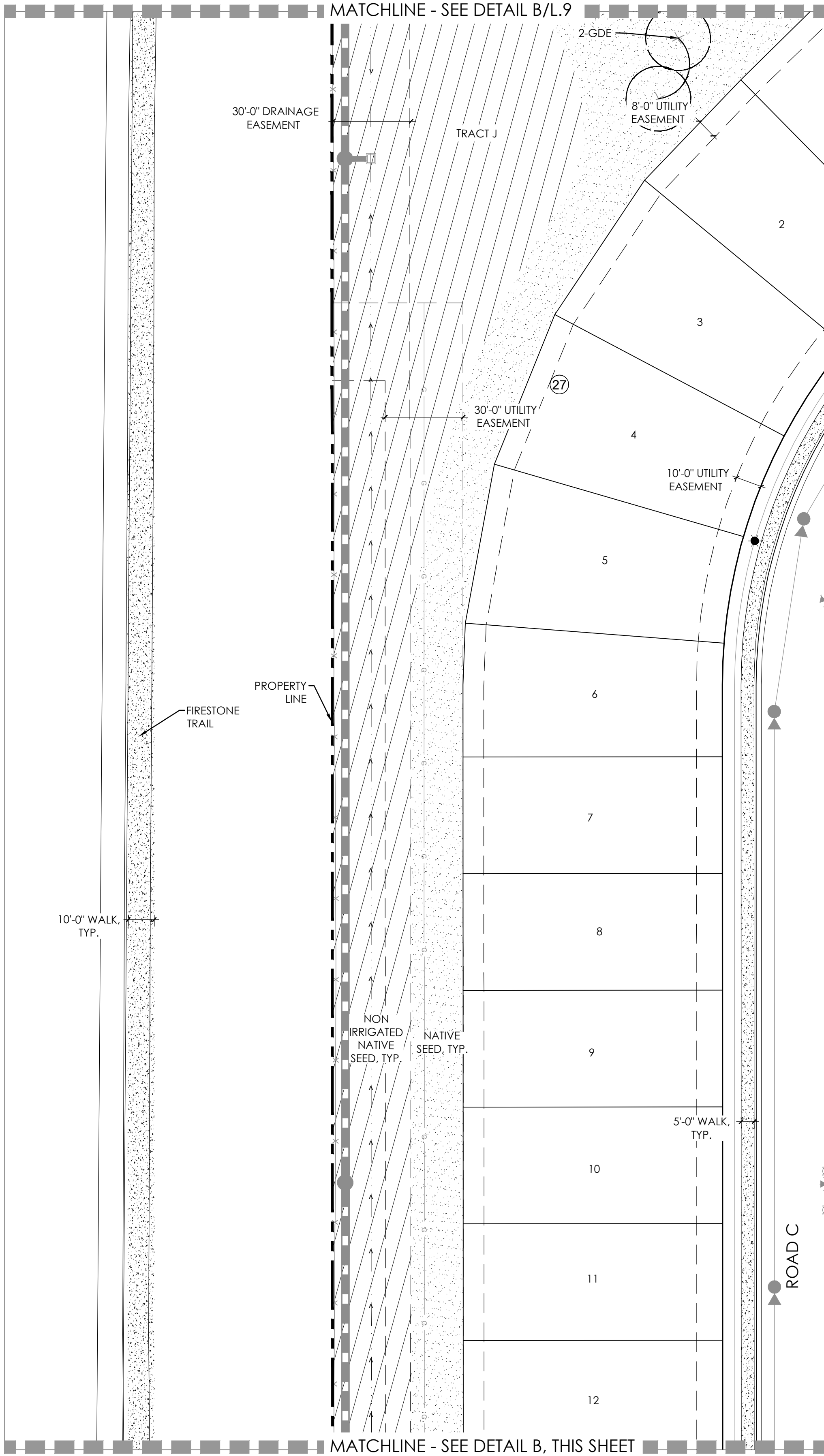
LANDSCAPE
PLANS

SHEET NUMBER

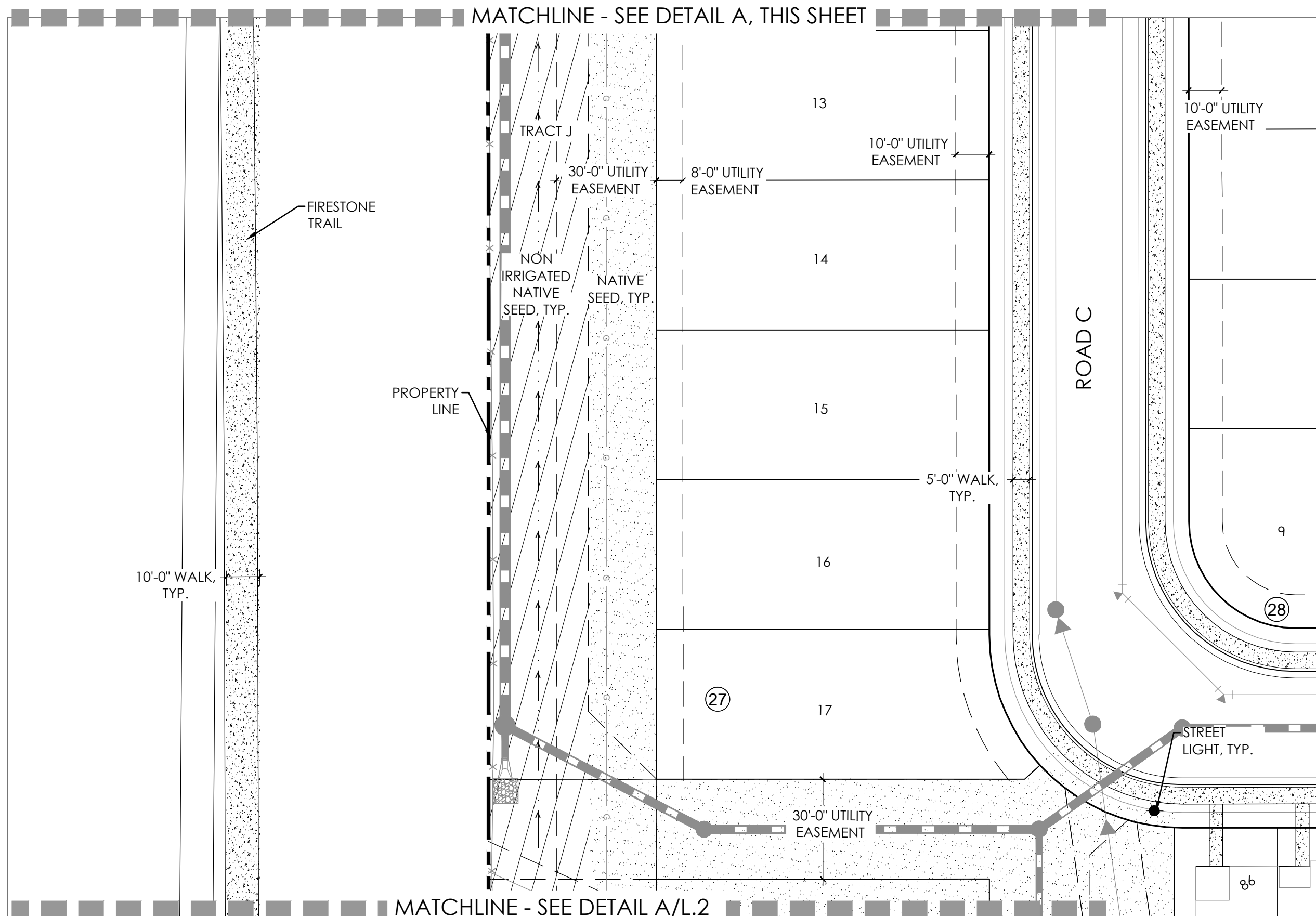
L.9
SHEET 12 OF 22

DENMORE LANDSCAPE PLAN

LOCATED IN THE SOUTH HALF AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH,
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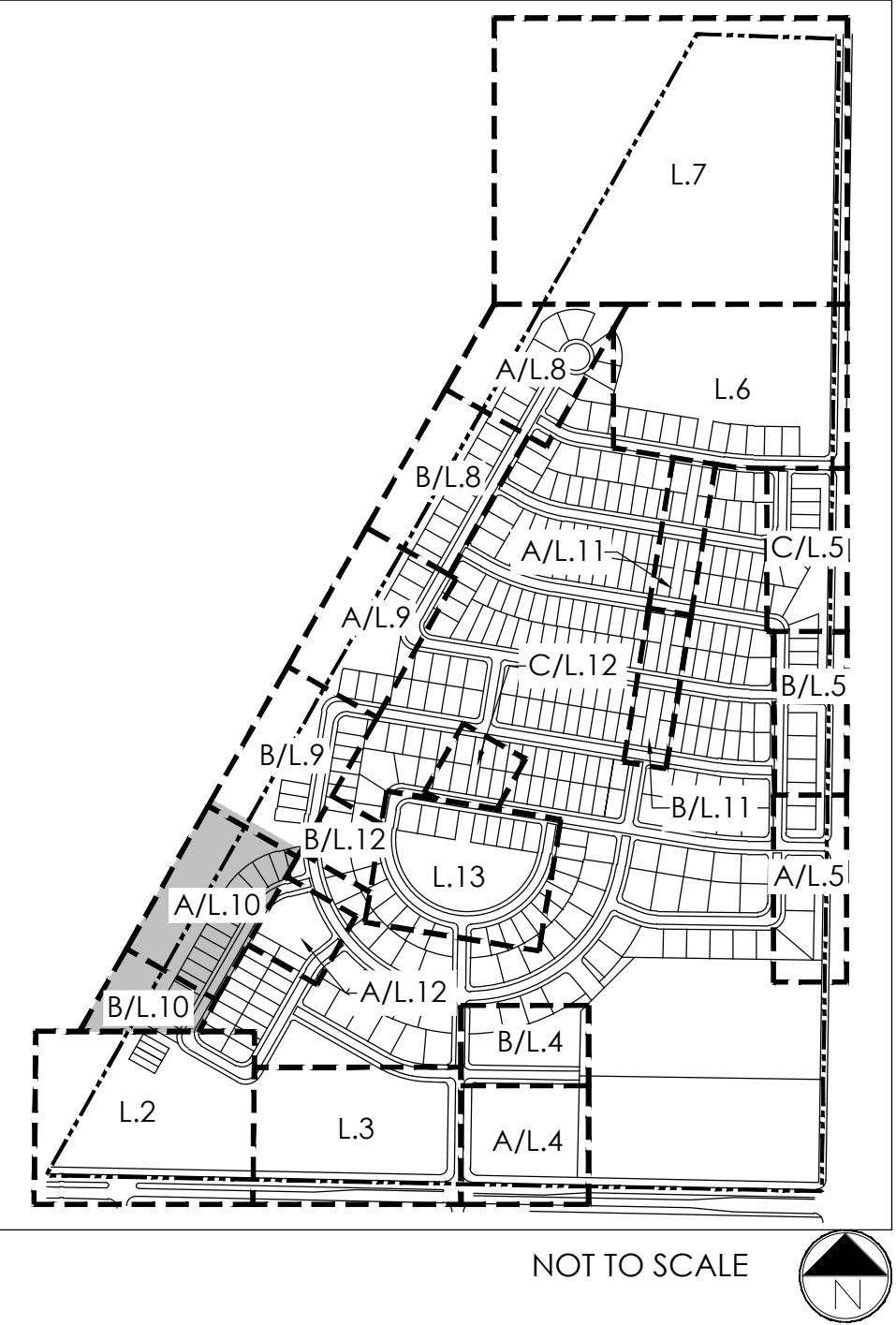


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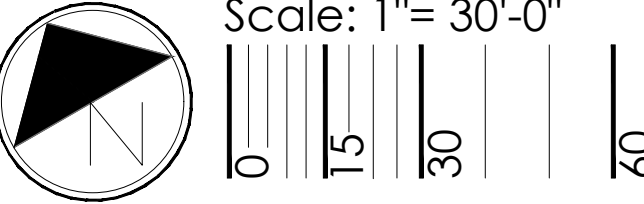
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KEY MAP



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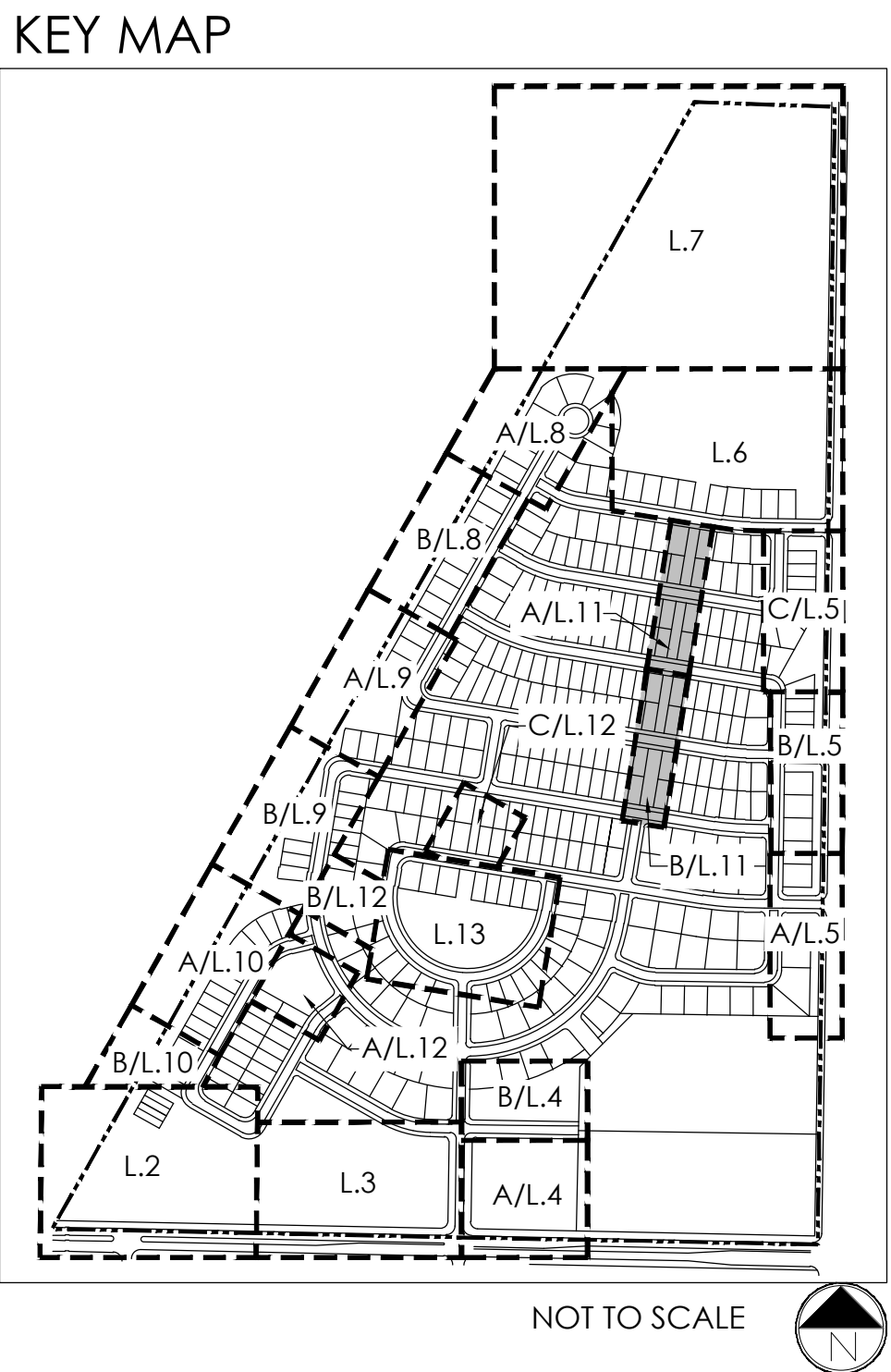
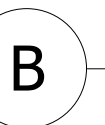
SHEET TITLE

LANDSCAPE
PLANS

SHEET NUMBER

L.10
SHEET 13 OF 22

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CONCRETE

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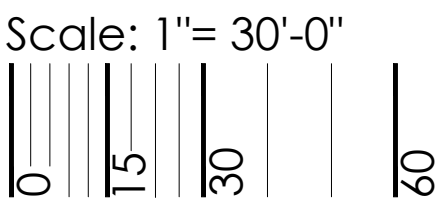
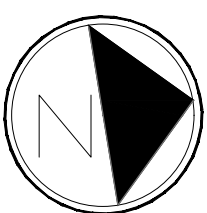
ROCK MULCH

DECIDUOUS SHADE TREES

EVERGREEN TREES

ORNAMENTAL TREES

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SHEET TITLE

LANDSCAPE
PLANS

SHEET NUMBER

L.11

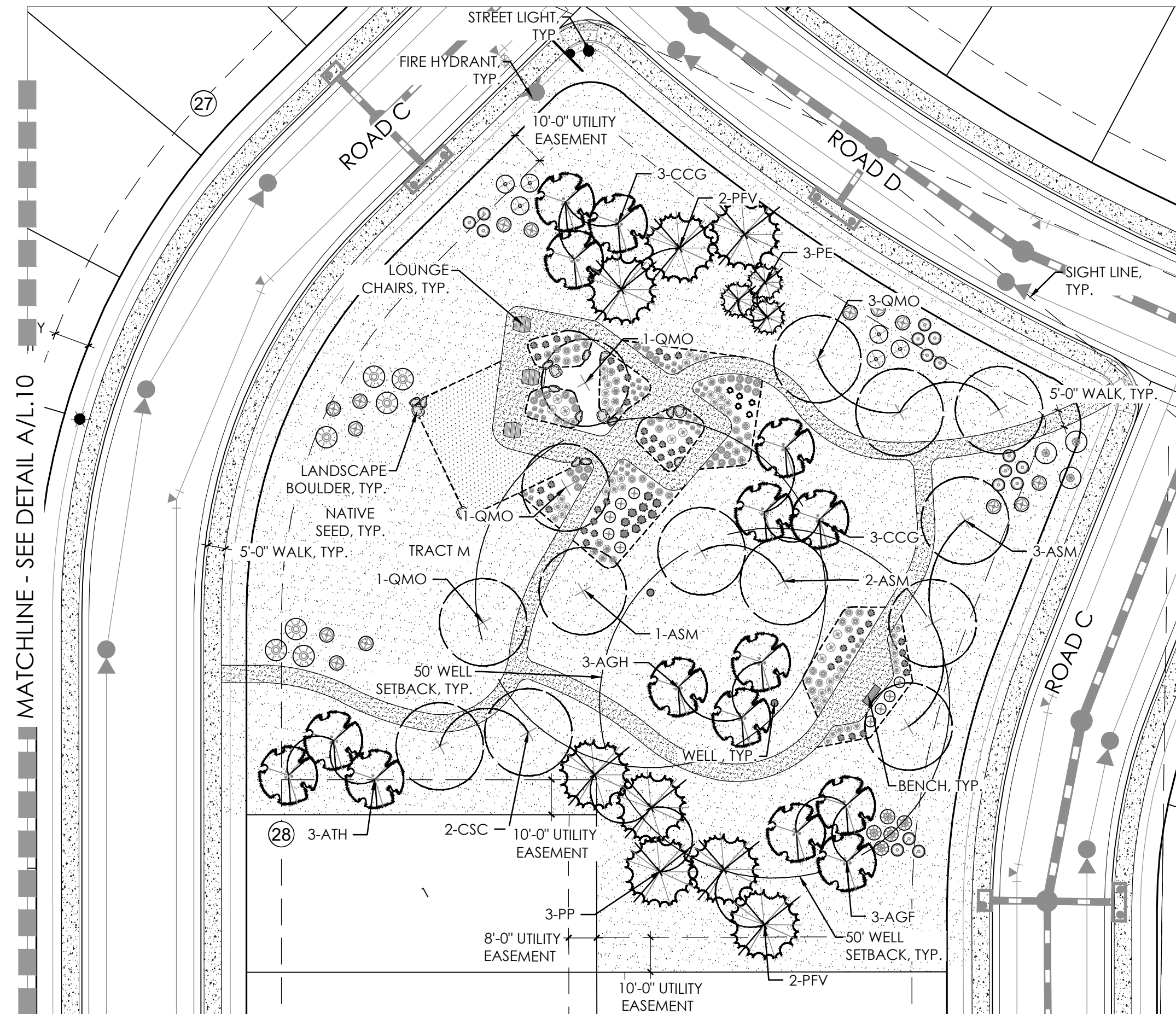
SHEET 14 OF 22

SHEET 14 OF 22

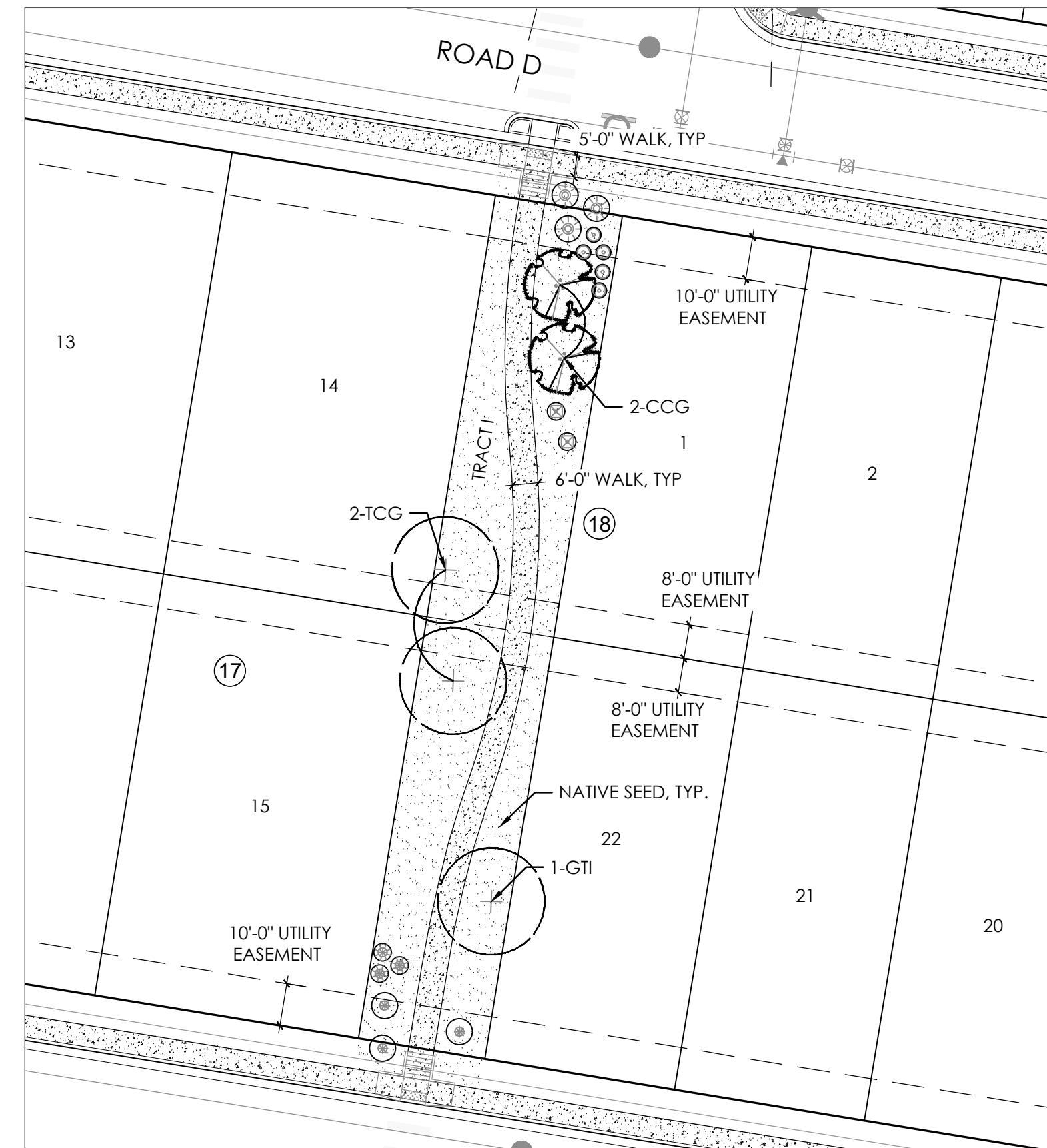
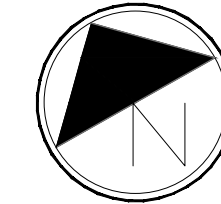
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DENMORE LANDSCAPE PLAN

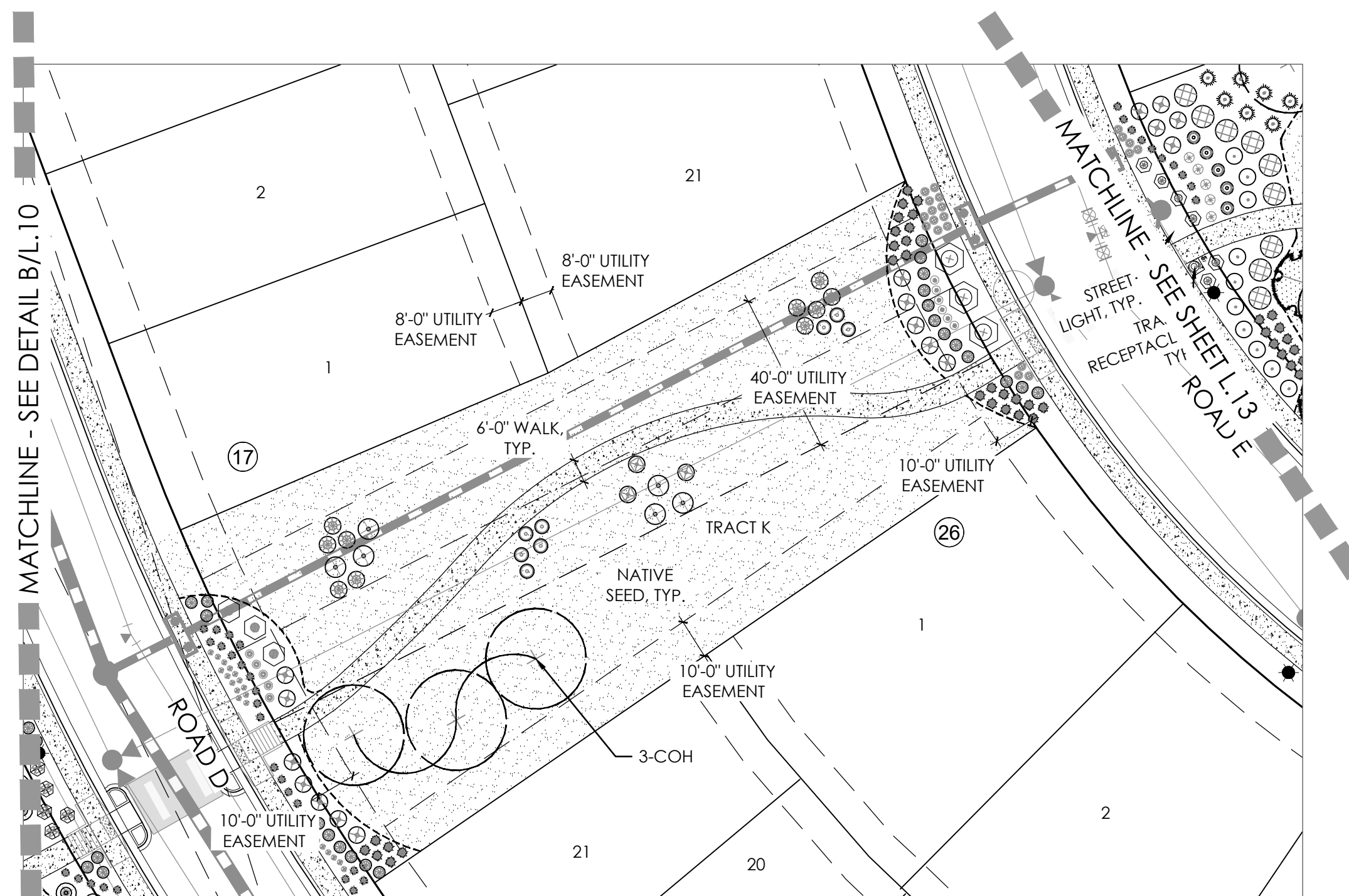
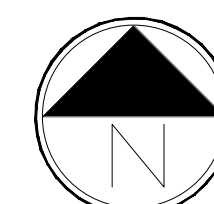
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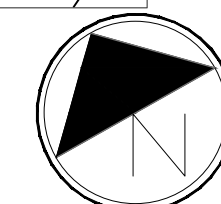
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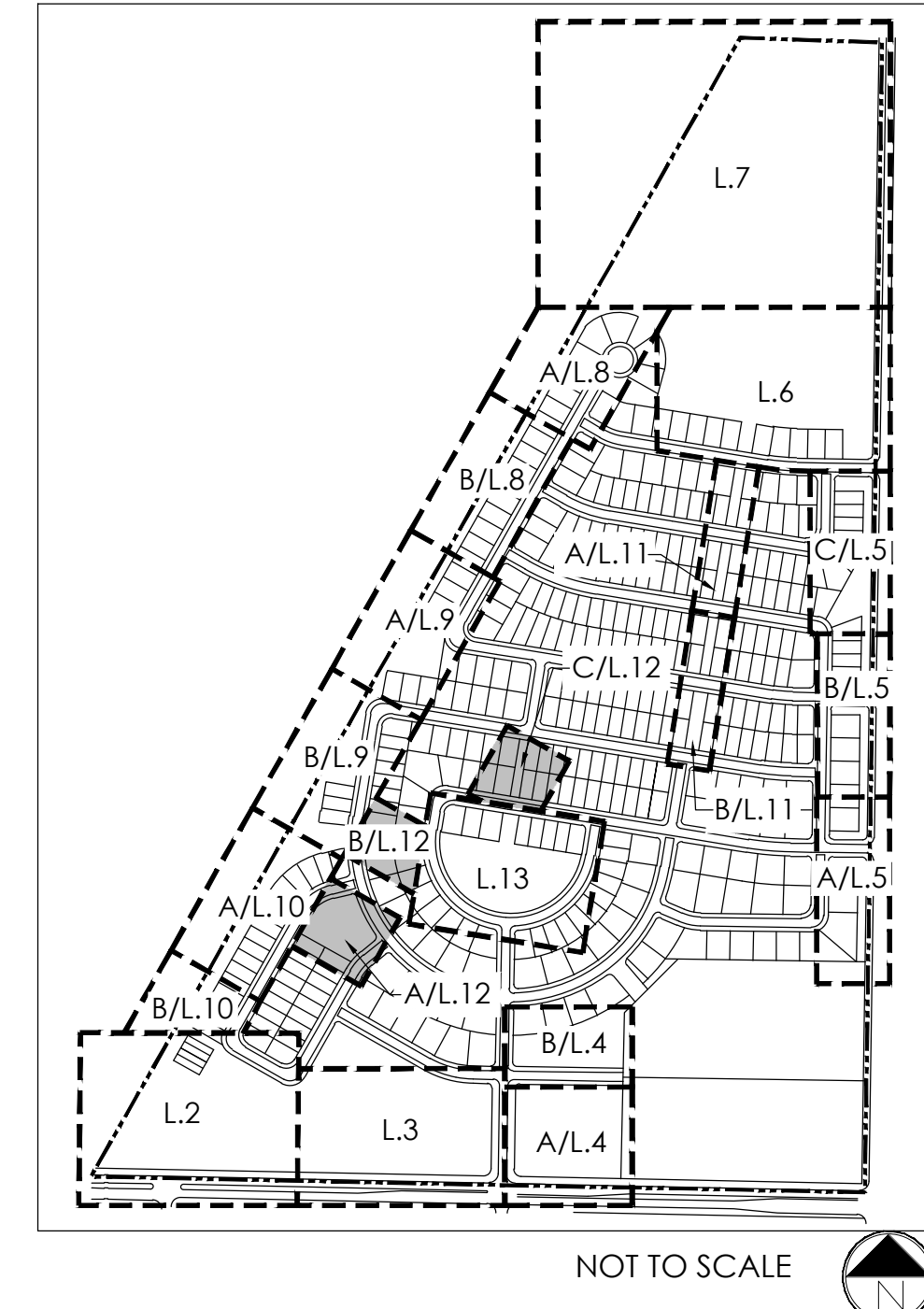
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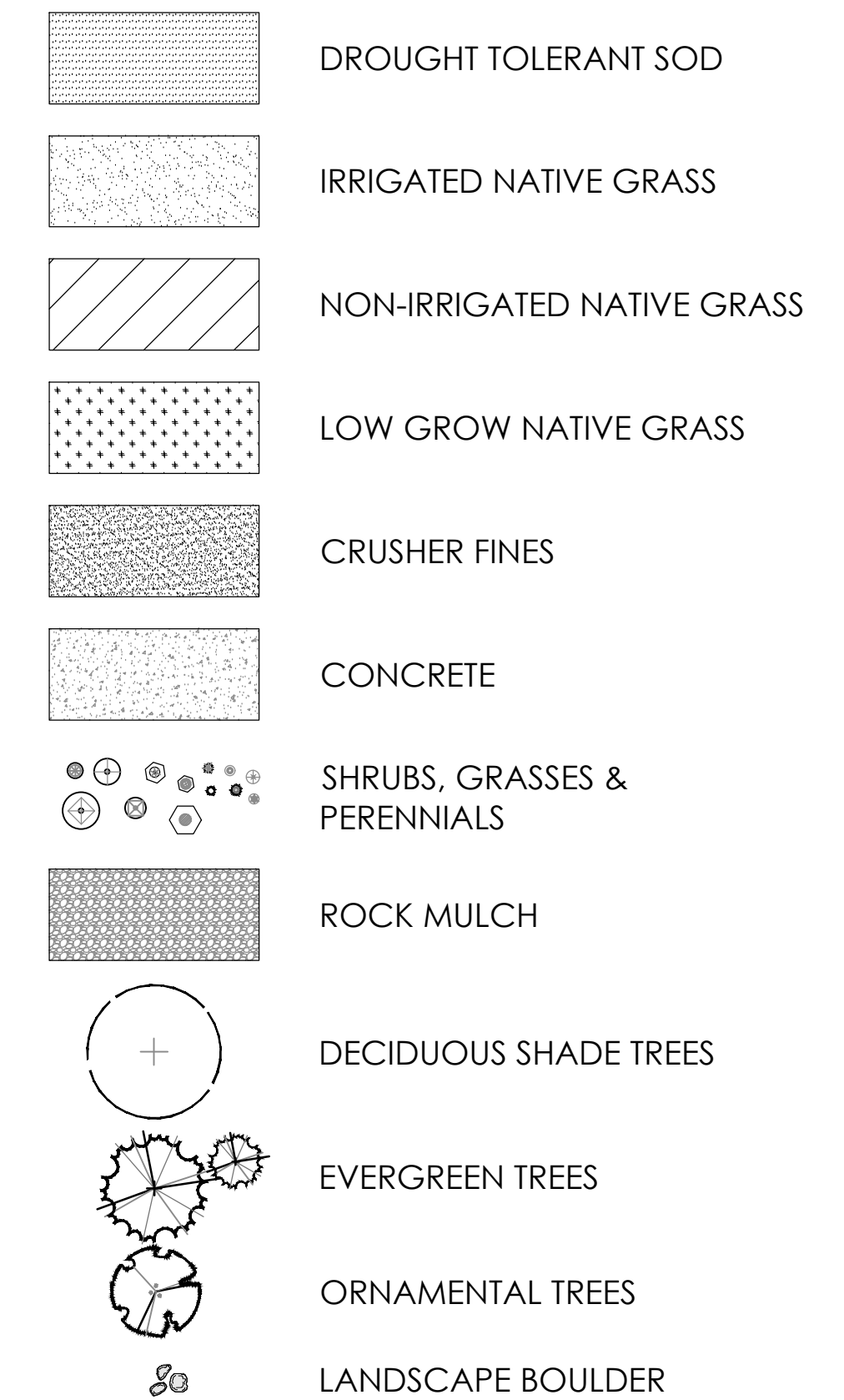
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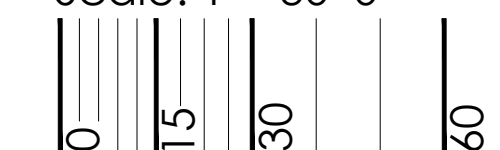
KEY MAP



LEGEND



Scale: 1"= 30'-0"



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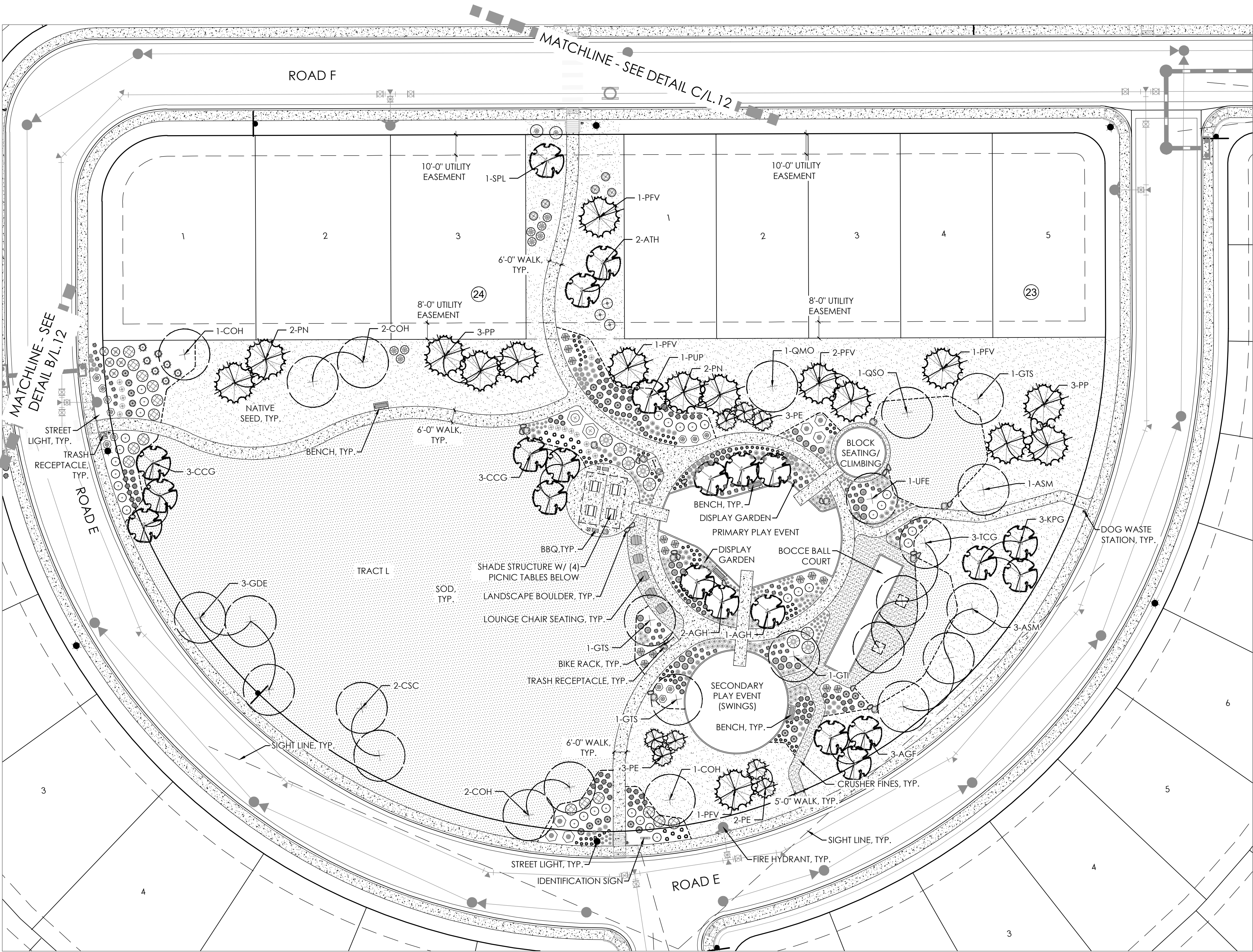
SHEET NUMBER

L.12

SHEET 15 OF 22

DENMORE LANDSCAPE PLAN

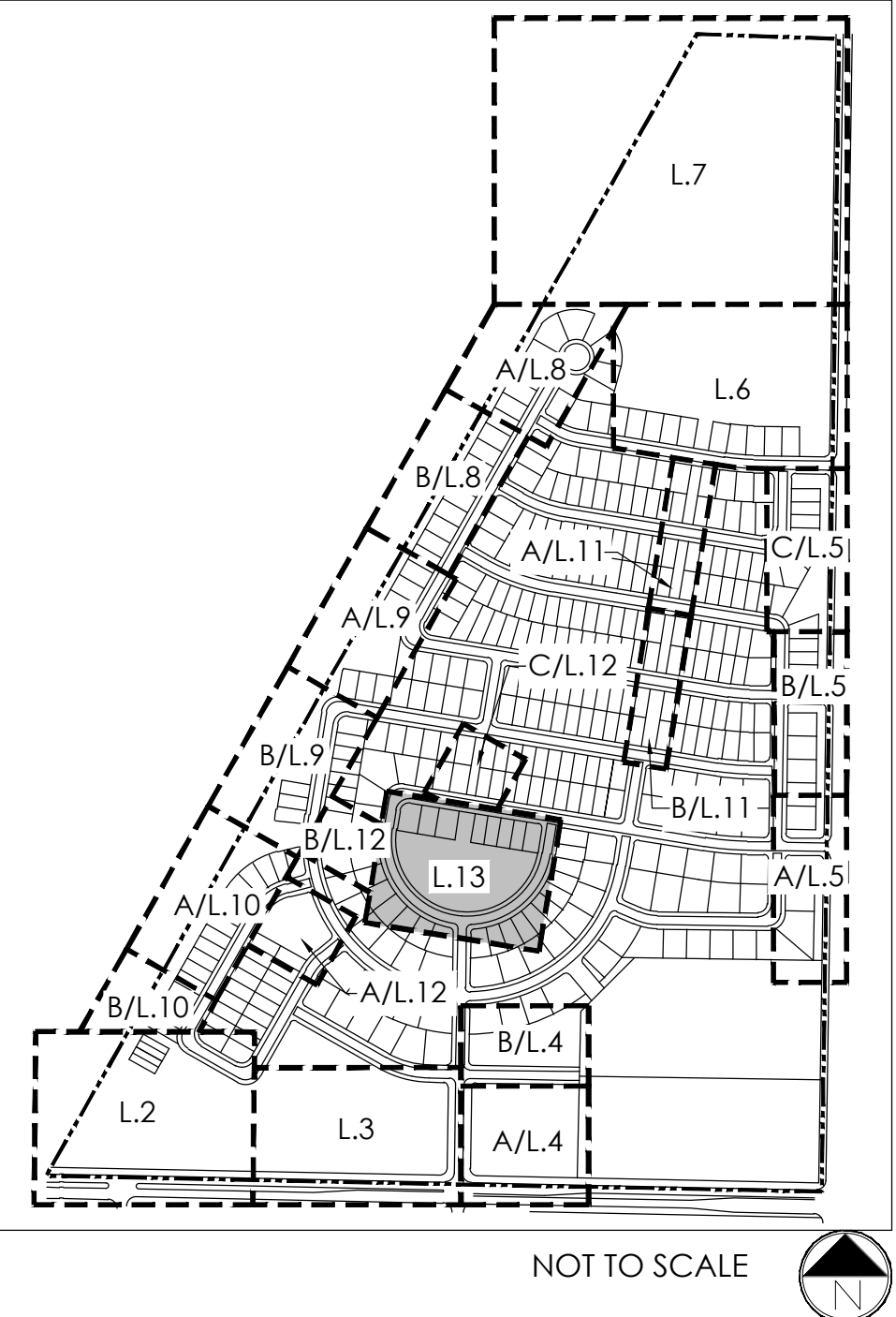
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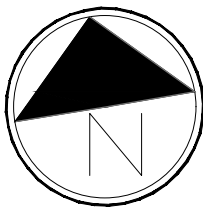
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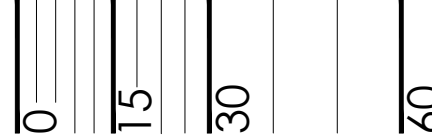
SHEET 16 OF 22

POCKET PARK STANDARDS	COMPONENT LIST	COMPONENTS PROVIDED	REQUIRED QTY.	PROVIDED QTY.
LIST A (ALL REQUIRED, DOUBLE 5 OF 10 COMPONENTS)	BENCHES		4	4
	BIKE RACK (4 BIKE MIN.)		2	2
	IDENTIFICATION SIGN		1	1
	INDIVIDUAL SHELTER W/ (2) PICNIC TABLES		1	SEE LIST B
	IRRIGATION		N/A	N/A
	OPEN TURF AREA		6,000 SF MIN.	39,860 SF
	TRASH RECEPTILES		4	5
	PLANT MATERIALS		SEE LANDSCAPE TABLE	SEE LANDSCAPE TABLE
LIST B (3 REQUIRED, 3 PROVIDED)	DISPLAY GARDEN		N/A	N/A
	GROUP SHELTER (500 SQ. FT. W/ (4) PICNIC TABLES)		1	1
	LOOP WALK		1,000 LF MIN.	1010
LIST C (6 REQUIRED, 6 PROVIDED)	MULTI LEVEL PLAY STRUCTURE		1	1
	NATURAL AREA		10,000 SF MIN.	33,632 SF
	BOCCE BALL		1	1
	CLIMBING STRUCTURE		1	1
	OPEN TURF AREAS CULPTED AS A PLAYBERM		N/A	N/A
	ADDITIONAL PLAY FEATURES		3	3 (SWINGS, (2) SPRING TOYS)
LIST D (4 REQUIRED, 4 PROVIDED)	BBQ GRILLS		2	2
	BENCHES (W/O PER ACRE)		4	5
	ELECTRICITY/ LIGHTING FOR SHADE STRUCTURE		N/A	N/A
	LANDSCAPING (DOUBLE THE LIST 'A' REQUIREMENTS)		SEE LANDSCAPE TABLE	SEE LANDSCAPE TABLE

POCKET PARK LANDSCAPE			
PLANT MATERIAL	REQUIRED	DOUBLE REQUIREMENT	PROVIDED
DECIDUOUS TREES	5	10	25
ORNAMENTAL TREES	3	6	21
EVERGREE TREES	2	4	24
SHRUBS	20	40	160
PERENNIALS	24	48	361
ORNAMENTAL GRASSES	3	6	251
OPEN TURF AREA	3,000 sf min	n/a	39,860 sf
NATURAL AREA	5,000 sf min	n/a	33,632 sf
*NOT INCLUDING TREE LAWN TREES AND LANDSCAPE			



Scale: 1"= 30'-0"



DENMORE LANDSCAPE PLAN

LOCATED IN THE SOUTH HALF AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH,
RANGE 67 WEST OF THE SIXTH PRINCIPLE MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
573 LOTS, 34 TRACTS, 148.482 ACRES, PP-22-032

LANDSCAPE NOTES

- ALL WORK SHALL CONFORM TO TOWN OF FIRESTONE STANDARDS AND SPECIFICATIONS AND WITH THE ACCEPTED PLANS. REFER TO THESE STANDARDS FOR ADDITIONAL INFORMATION AS NEEDED. A COPY OF THESE SPECIFICATIONS SHALL BE AVAILABLE ON THE WORK SITE AT ALL TIMES.
- THE DEVELOPER SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH PLANS DONE BY OTHERS SO THE PROPOSED GRADING, DRAINAGE WORK, OR OTHER CONSTRUCTION DOES NOT CONFLICT NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON THIS PLAN.
- STORM WATER BEST MANAGEMENT PRACTICES SHALL CONFORM TO STATE OF COLORADO REQUIREMENTS. ALL STORM WATER REPORTS AND REQUIRED PAPERWORK SHALL ADHERE TO ALL STATE OF COLORADO REQUIREMENTS.
- THE CONTRACTOR SHALL CERTIFY THAT THE GRADE IS WITHIN PLUS OR MINUS ONE-TENTH (1/10TH) OF THE FINAL GRADING PLAN PRIOR TO COMMENCEMENT OF ANY LANDSCAPE OR IRRIGATION WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS, FEES, AND LICENSES ASSOCIATED WITH THE WORK AS SHOWN ON THE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
- ANY REVISION TO THE LANDSCAPE PLAN SHALL BE REVIEWED AND APPROVED BY THE PARKS SUPERINTENDENT OR HIS DESIGNEE PRIOR TO IMPLEMENTATION.
- THE CONTRACTOR SHALL HAVE AN ACCEPTED SET OF PLANS AND MUST HAVE HELD A PRE-CONSTRUCTION MEETING WITH THE TOWN OF FIRESTONE PARKS DEPARTMENT PRIOR TO THE COMMENCEMENT OF ANY AND ALL WORK.
- THE CONTRACTOR SHALL WARRANTY THE PLANT MATERIAL, WORKMANSHIP, AND IRRIGATION SYSTEM FOR A PERIOD OF TWO YEARS.
- DO NOT DISTURB PAVING, LIGHTING, LANDSCAPE OR IRRIGATION THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLANS.
- THE CONTRACTOR SHALL IDENTIFY, VERIFY AND PROTECT CONTROL POINT. CONTRACTOR SHALL VERIFY LOCATION OF CONTROL POINT WEEKLY AND THE ORIGINAL CONDITION OF CONTROL POINT PIN SHALL BE MAINTAINED THROUGH OUT ENTIRE PROJECT. LOCATION AND G.P.S. COORDINATES OF THE CONTROL POINT SHALL BE IDENTIFIED ON ALL PLANS AND AS-BUILTS.
- GRAPHIC SYMBOLS SHALL PRESIDE OVER WRITTEN PLANT QUANTITIES.
- ALL TREES SPECIES SHALL BE FROM THE TOWN OF FIRESTONE APPROVED TREE LIST.
- NATIVE PLANTS SHALL BE USED IN NATIVE SEED AREAS. REFER TO STANDARDS AND SPECIFICATIONS FOR COMPLETE SPECIES LIST.

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TREE REQUIREMENTS

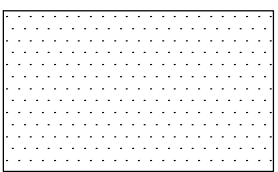
STREET	REQUIREMENT	LENGTH	TREES REQUIRED	TREES PROPOSED
FIRESTONE BLVD.	1 TREE/ 40 LINEAR FEET	2,794	70	70
FRONTIER ST.	1 TREE/ 40 LINEAR FEET	1,613	40	40

LANDSCAPE QUANTITIES

DESCRIPTION	QUANTITY
DOUGHT TOLERANT SOD	58,450 SF
LANDSCAPE BEDS	80,240 SF
IRRIGATED NATIVE SEED	867,090 SF
NON-IRRIGATED NATIVE SEED	711,520 SF
TREES	615

TURF

RTF SOD OR APPROVED EQUAL
TURF SUPPLIER:
GREEN VALLEY TURF COMPANY
13159 N. US HWY 85
LITTLETON, CO 80125
(303) 798-6764

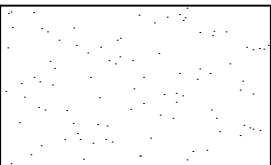


PLANT LIST

SYM	SCIENTIFIC NAME	COMMON NAME	SIZE
DECIDUOUS SHADE TREES			
ASMA	ACER SACCHARUM 'GREEN MOUNTAIN'	MAPLE, SUGAR GREEN MOUNTAIN	2" CAL
COH	CELTIS OCCIDENTALIS	WESTERN HACKBERRY	2" CAL
CSC	CATALPA SPECIOSA	CATALPA, WESTERN	2" CAL
GDE	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE	2" CAL
GII	GLEDITSIA TRIACANTHOS INERMIS 'IMPERIAL'	HONEYLOCUST, IMPERIAL	2" CAL
GTS	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	HONEYLOCUST, SHADEMASTER	2" CAL
GMO	QUERCUS MACROCARPA	OAK, BUR	2" CAL
QSO	QUERCUS SHUMARDII	OAK, SHUMARD	2" CAL
TCG	ITILIA CORDATA 'GREENSPIRE'	LINDEN, GREENSPIRE	2" CAL
UFE	ULMUS 'FRONTIER'	ELM, FRONTIER	2" CAL
UTE	ULMUS X TRIUMPH	ELM, TRIUMPH	2" CAL
ORNAMENTAL TREES			
AGF	ACER GINNALA 'FLAME'	MAPLE, AMUR OR GINNALA FLAME	6'-8" HT MULTI
AGH	ACER X GRANDIDENTATUM 'HIGHLAND PARK'	MAPLE, BIGTOOTH 'HIGHLAND PARK'	6'-8" HT MULTI
ATH	ACER TATARICUM 'HOT WINGS'	MAPLE, HOT WINGS	6'-8" HT MULTI
CCG	CRATAEGUS CRUS-GALLI INERMIS	HAWTHORN, THORNLESS COCKSPUR	6'-8" HT MULTI
KPG	KOELREUTERIA PANICULATA	GOLDENRAIN TREE	1.5" CAL
PUP	PYRUS USSURIENSIS 'PRAIRIE GEM'	PEAR, PRAIRIE GEM	1.5" CAL
SPL	SYRINGA PEKINENSIS	LILAC, PEKING	1.5" CAL
EVERGREEN TREES			
PE	PINUS EDULIS	PINE, PINON	6'-8" HT
PFV	PINUS FLEXILIS, 'VANDERWOLFS PYRIMD'	PINE, LIMBER 'VANDERWOLFS PYRIMD'	6'-8" HT
PN	PINUS NIGRA	PINE, AUSTRIAN	6'-8" HT
PP	PINUS PONDEROSA	PINE, PONDEROSA	6'-8" HT
EVERGREEN SHRUBS			
JHB	JUNIPERUS HORIZONTALIS 'BAR HARBOUR'	JUNIPER, BAR HARBOUR	#5 CONT.
JMO	JUNIPERUS X MEDIA 'OLD GOLD'	JUNIPER, OLD GOLD	#5 CONT.
JSS	JUNIPERUS SABINA 'SCANDIA'	JUNIPER, SCANDIA	#5 CONT.
JSV	JUNIPERUS SCOPULARUM 'WOODWARD'	JUNIPER, WOODWARD ROCKY MOUNTAIN	#5 CONT.
PM6	PINUS MUGO 'SLOWMOUND'	PINE, MUGO SLOWMOUND	#5 CONT.
DECIDUOUS SHRUBS			
ACL	AMORPHA CANESCENS	LEADPLANT	#5 CONT.
ACS	ARTEMISIA CANA	SAGEBRUSH	#5 CONT.
CCM	COTINUS COGGY'GRIA 'WINECRAFT BLACK'	SMOKE TREE, WINECRAFT BLACK	#5 CONT.
CCB	CHRYSOTHAMNUS NAUSEOSUS 'ALBICAULIS'	SPIREA, BLUE MT	#5 CONT.
CLB	CYTISUS X LENA	BROOM, LENA	#5 CONT.
ENR	ERICAMERIA NAUSEOSA SSP. NAUSEOSA VAR. NAUSEOSA	RABBITBRUSH, TALL BLUE	#5 CONT.
FAP	FALLUGIA PARADOXA	APACHE PLUME	#5 CONT.
FPP	FORESTERA NEOMEXICANA	NEW MEXICO, PRIVET	#5 CONT.
PBP	PRUNUS BESSEYI 'PAWNEE BUTTES'	WESTERN SAND CHERRY	#5 CONT.
PFG	POTENTILLA FRUTICOSA 'GOLDSTAR'	POTENTILLA, GOLD STAR	#5 CONT.
POG	PHYSOCARPUS OPUFOLIUS 'DARTS GOLD'	NINEBARK, DART'S GOLD	#5 CONT.
PSM	PHILADELPHUS X 'SNOWBELLE'	MOCKORANGE, SNOWBELLE	#5 CONT.
RAG	RHUS AROMATICA 'GRO-LOW'	SUMAC, DWARF FRAGRANT	#5 CONT.
RGM	RIBES ALPINUM 'GREENMOUND'	CURRANT, GREEN MOUND	#5 CONT.
RNV	ROSA 'NEARLY WILD'	ROSE, NEARLY WILD	#5 CONT.
ORNAMENTAL GRASSES			
AGG	ANDROPOGON GERARDII	BIG BLUESTEM GRASS	#1 CONT.
HSG	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA GRASS	#1 CONT.
PVH	PANICUM VIRGATUM 'HEAVY METAL'	DALLAS BLUES SWITCH GRASS	#1 CONT.
SPH	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	#1 CONT.
SSB	SCHIZACHYRIUM SCOPARIUM 'THE BLUES'	THE BLUES LITTLE BLUESTEM GRASS	#1 CONT.
SWG	SPOROBOLUS WRIGHTII	GIANT SACATON GRASS	#1 CONT.
PERENNIALS			
ARS	AGASTACHE RUPESTRIS	HYSSOP, SUNSET	F15
ATB	ASCLEPIAS TUBEROSA	BUTTERFLY WEED	F15
CRR	CENTRANTHUS RUBER	RED VALERIAN	F15
GLC	GAURA LINDHEIMERI 'CRIMSON'	WHIRLING BUTTERFLIES 'CRIMSON'	F15
GLV	GAURA LINDHEIMERI	WHIRLING BUTTERFLIES	F15
HPB	HESPERALOE PARVIFLORA 'BRAKELIGHTS'	FALSE YUCCA, BRAKELIGHTS RED	#1 CONT.
KSE	KNIPHORIA 'STARK'S EARLY HYBRIDS'	TORCHLILY, RED	#1 CONT.
RFG	RUDBECKIA FULGIDA 'GOLDSTRUM'	BLACK EYED SUSAN	1 GAL
PAJ	PERSICARIA AFFNIS	HIMALAYAN BORDER JEWEL	F15

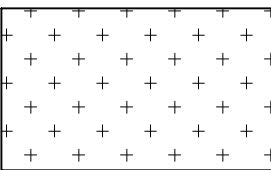
PBSI NATIVE SEED MIX

LBS/ACRE	BOTANICAL NAME	COMMON NAME
GRASSES		
1.5	BUCHLOE DACTYLODES	BUFFALOGRASS, NATIVE
0.25	CAREX NEBRASCENSIS	NEBRASKA SEDGE, NATIVE *
1	DISTICHUS STRICTA	INLAND SALTGRASS, NATIVE
0.25	JUNJUCUS BALTICUS	BALTIC RUSH, NATIVE*
1	SPARTINA PECTINATA	PRAIRIE CORDGRASS, NATIVE*
1	PASCOPIRIUM SCOPARIUM	WESTERN WHEATGRASS, ARBA*
2	PANICUM VIRGATUM	SWITCHGRASS, BLACKWELL*



PBSI LOW GROW SEED MIX

LBS/ACRE	BOTANICAL NAME	COMMON NAME
GRASSES		
7.5	AGROPYRON CRISTATUM	EPHRAIM CRESTED WHEATGRASS
6.25	FESTUCA OVINA	SHEEP FESCUE
5	LOLIUM PERENNE	PERENNIAL RYE
3.75	FESTUCA RUBRA	CHEWINGS FESCUE
2.5	POA COMPRESSA	CANADA BLUEGRASS
TOTAL: 25		
*ALWAYS INCLUDE THESE KEY SPECIES. MAINTAIN AT LEAST 25 LBS/ACRE RATE FOR MIX.		
**1/4 LBS MIN. PER SPECIES ORDER		



SEED MIX AVAILABLE THROUGH:
PAWNEE BUTTES SEED, INC.
605 25TH ST.
GREELEY, COLORADO 80631
(970) 356-7002

NOT FOR CONSTRUCTION



PROJECT NAME

DENMORE
FIRESTONE, COLORADO
PRELIMINARY PLAT

SUBMITTAL DATE:
08.01.2022

REVISION DATE:
10.03.2022
11.18.2022

SHEET TITLE

LANDSCAPE
NOTES &
DETAILS

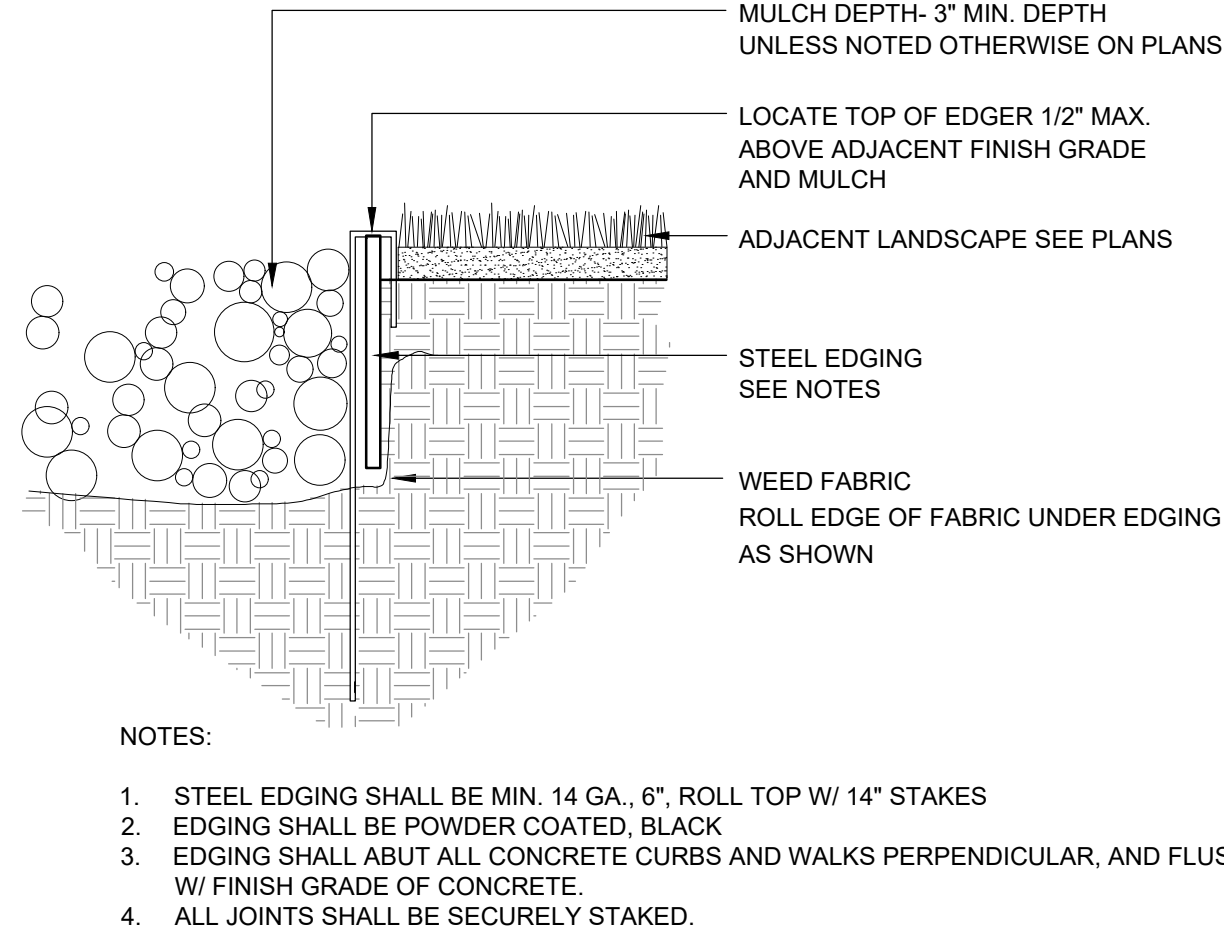
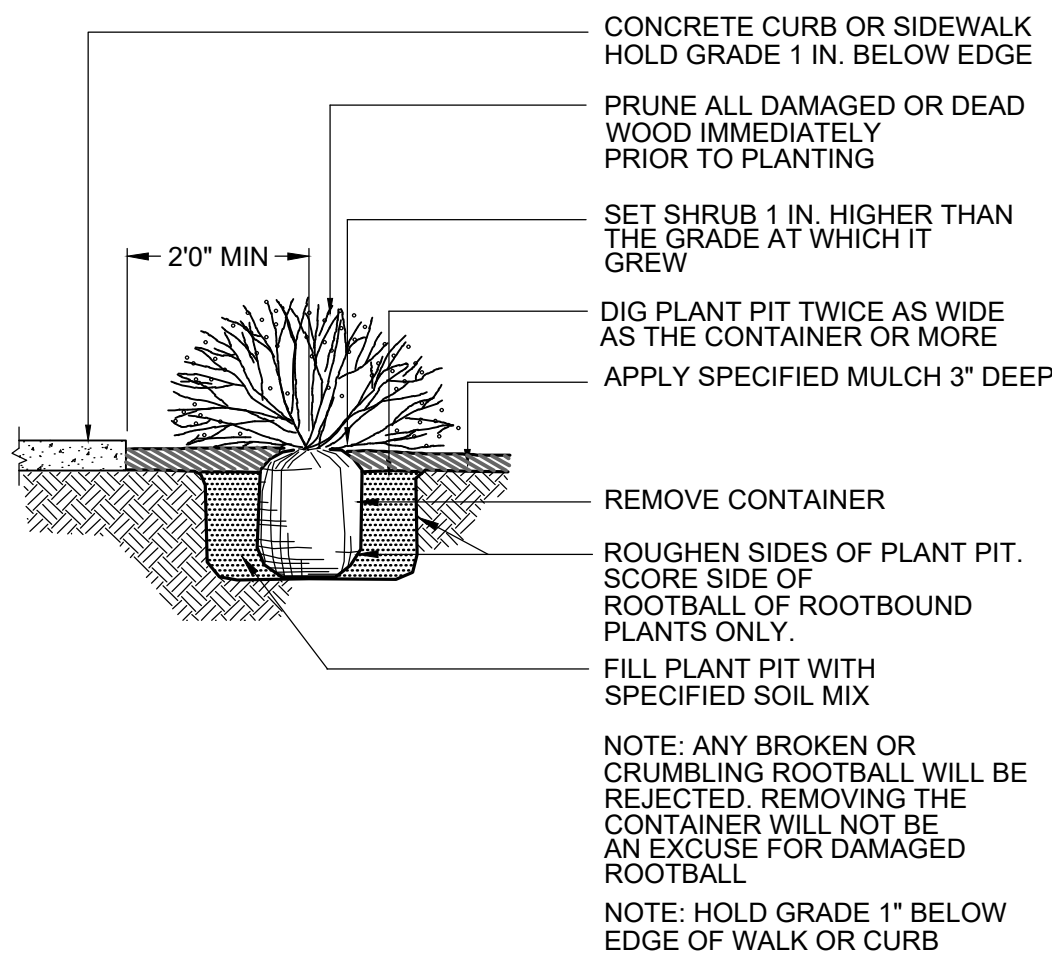
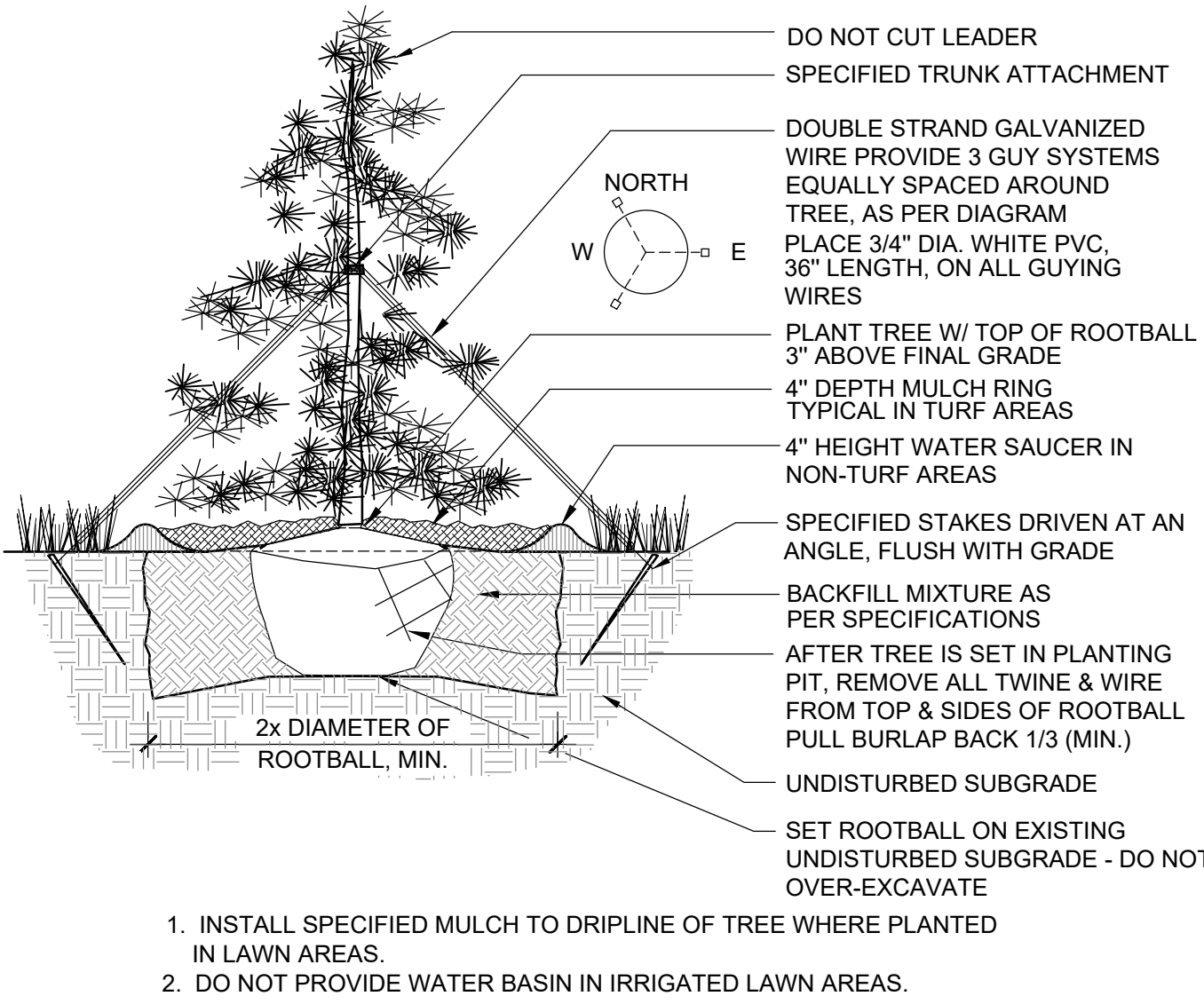
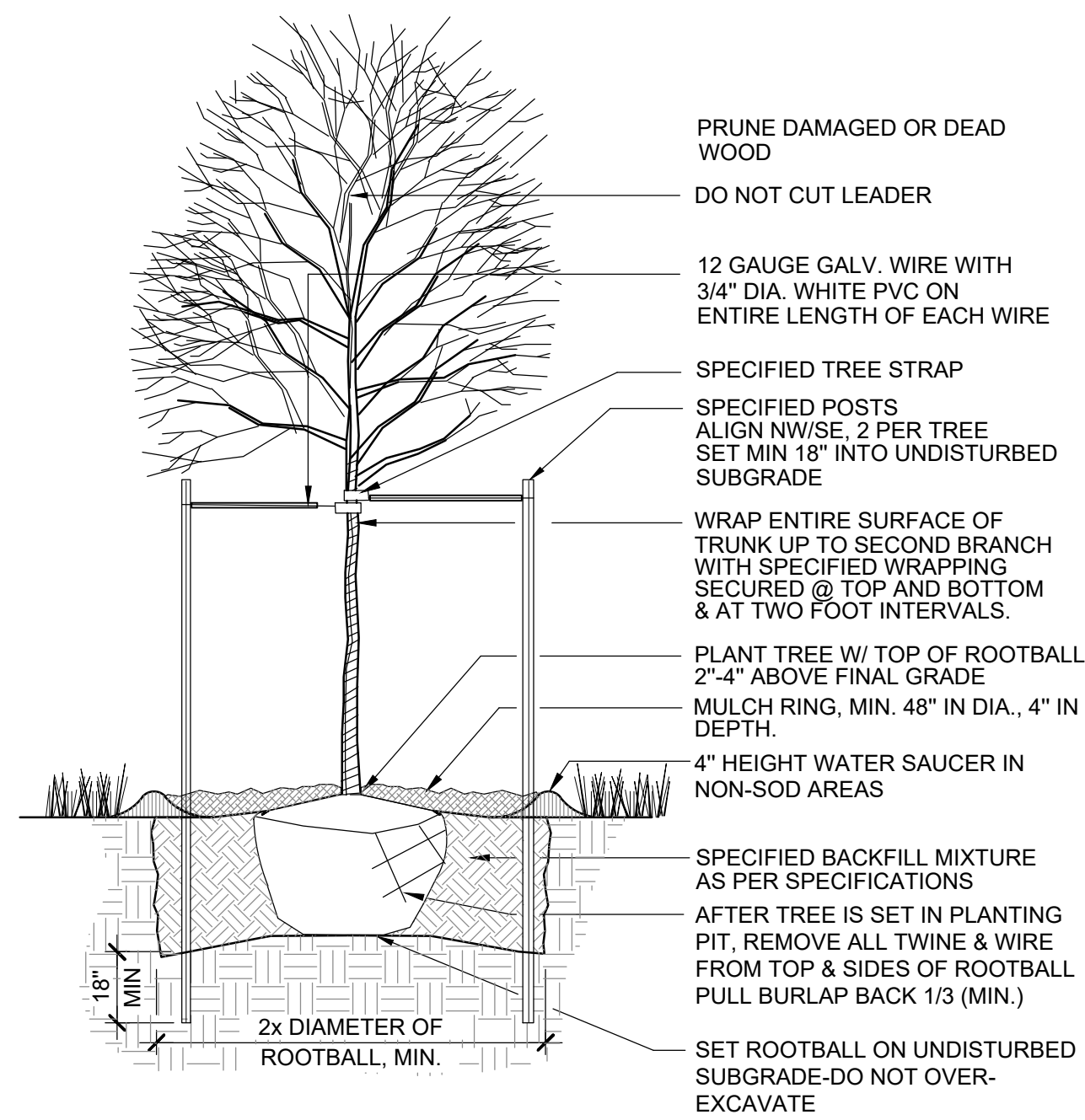
SHEET NUMBER

L.14

SHEET 17 OF 22

DENMORE LANDSCAPE PLAN

LOCATED IN THE SOUTH HALF AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH,
RANGE 67 WEST OF THE SIXTH PRINCIPLE MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
573 LOTS, 34 TRACTS, 148.482 ACRES, PP-22-032



1 DECIDUOUS TREE PLANTING
NTS

2 EVERGREEN TREE PLANTING
NTS

3 TYPICAL SHRUB PLANTING
NTS

4 STEEL EDGER
NTS



5 PRIMARY PLAY EVENT
NTS



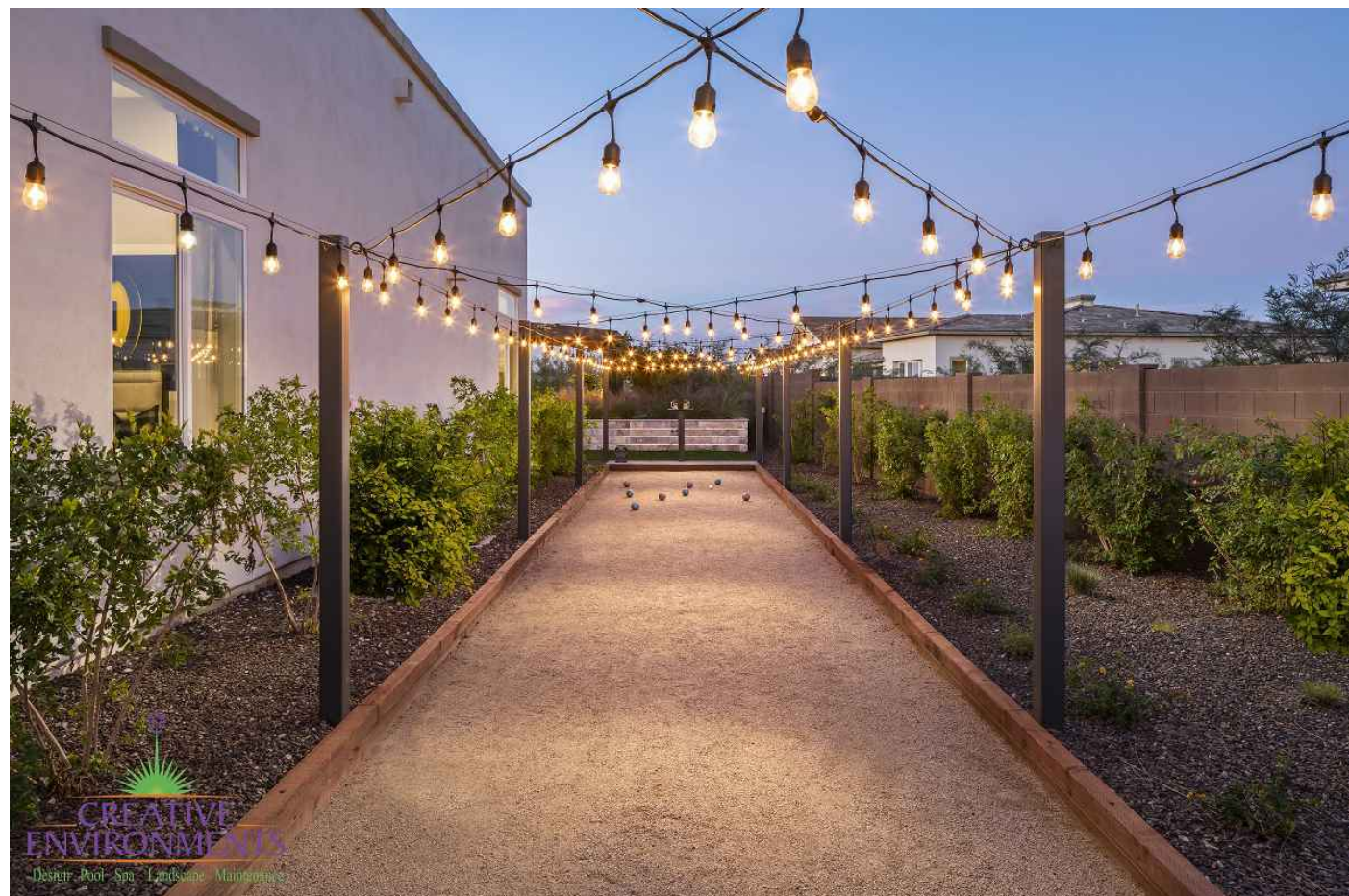
6 SECONDARY PLAY EVENT
NTS



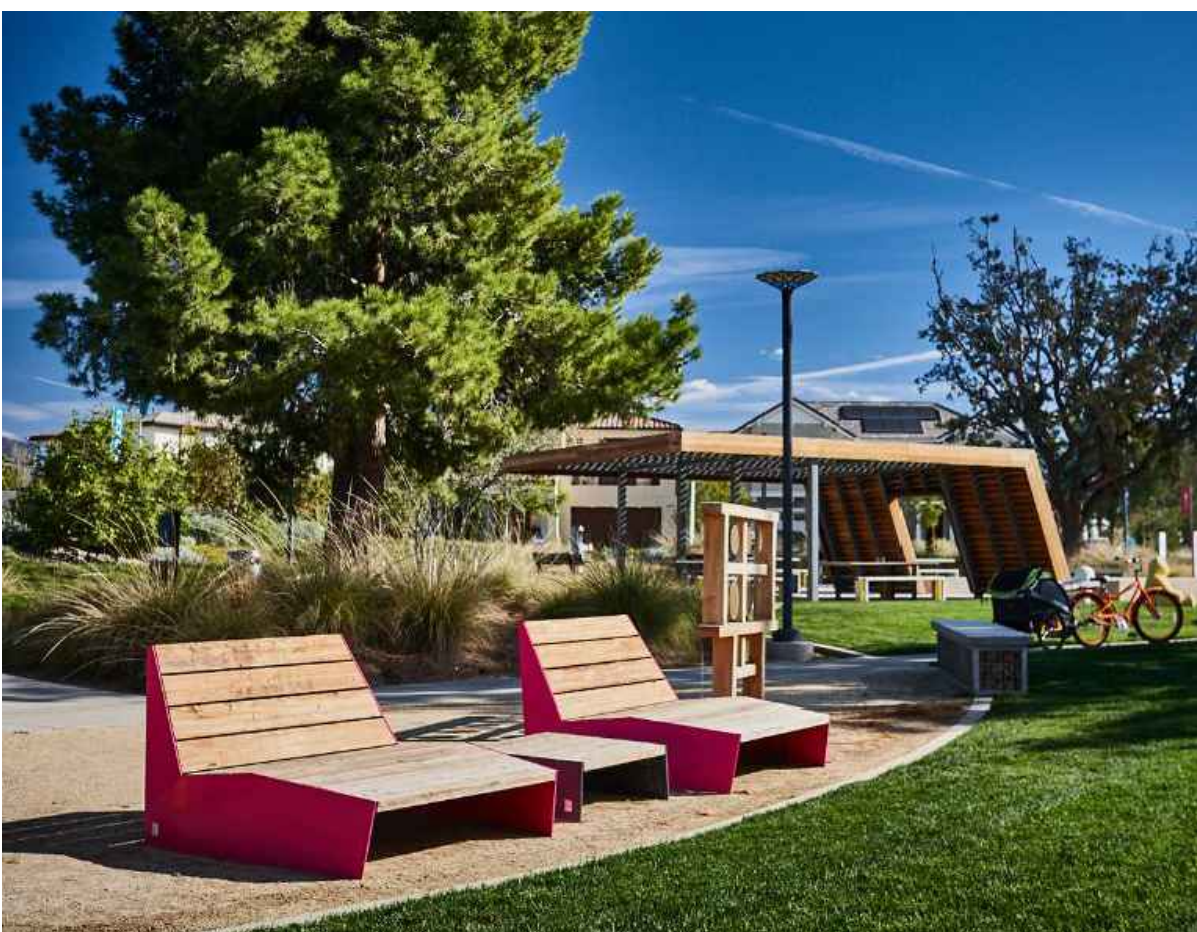
7 BLOCK CLIMBER/SEATING
NTS



8 SHADE STRUCTURE
NTS



9 BOCCE COURT
NTS



10 LOUNGE CHAIR SEATING
NTS



11 BENCH
NTS



12 PICNIC TABLE
NTS

NOTE:
IMAGES ARE CONCEPTUAL AND SUBJECT TO CHANGE. FINAL DESIGN WILL BE PROVIDED AT THE TIME OF FINAL DEVELOPMENT PLAN.

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DENMORE
FIRESTONE, COLORADO
PRELIMINARY PLAT

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LANDSCAPE
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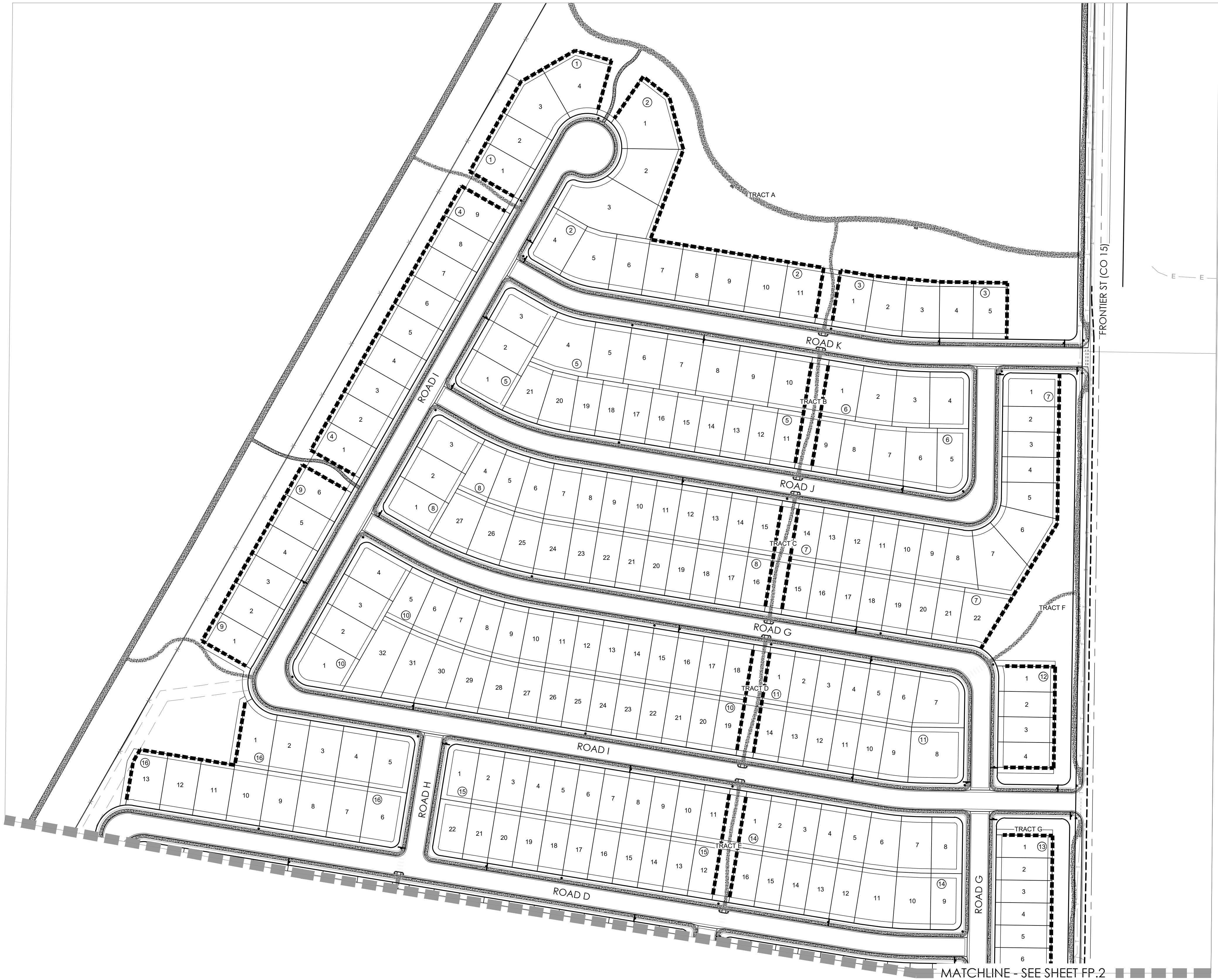
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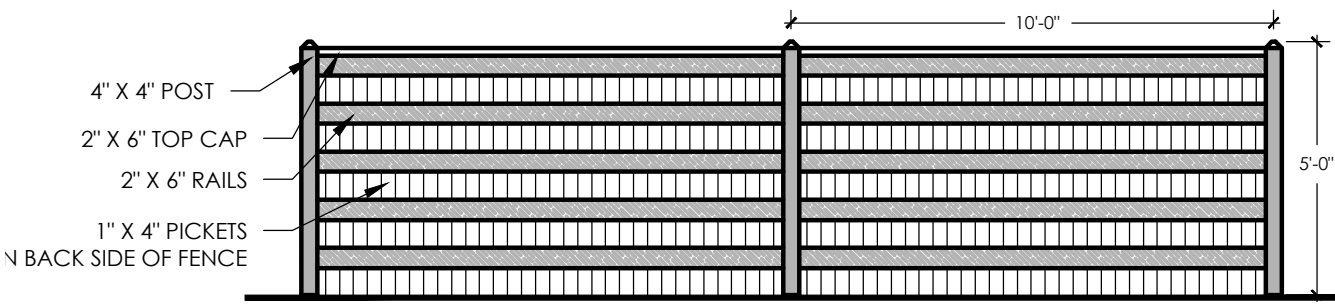
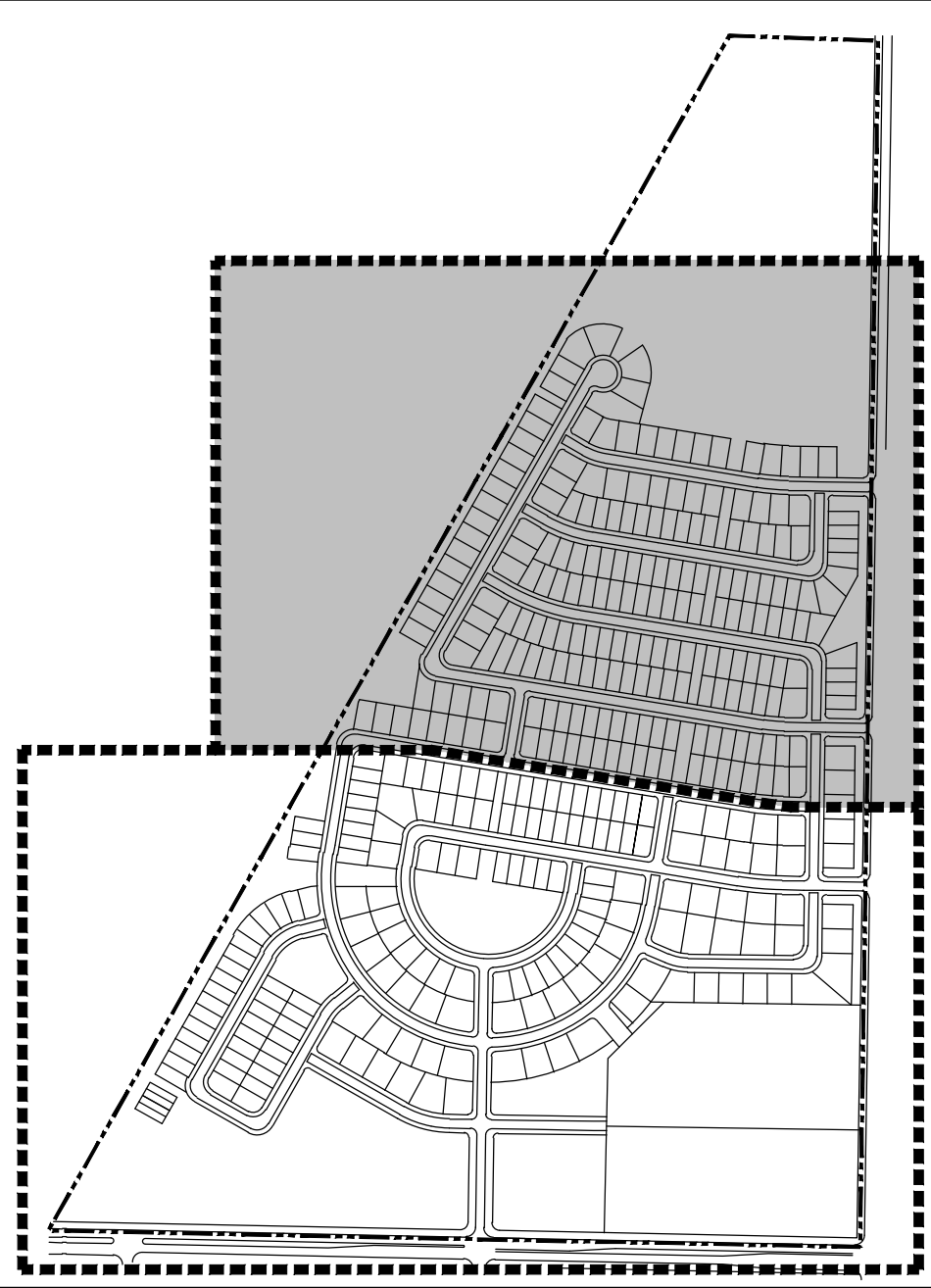
SHEET 18 OF 22

DENMORE LANDSCAPE PLAN

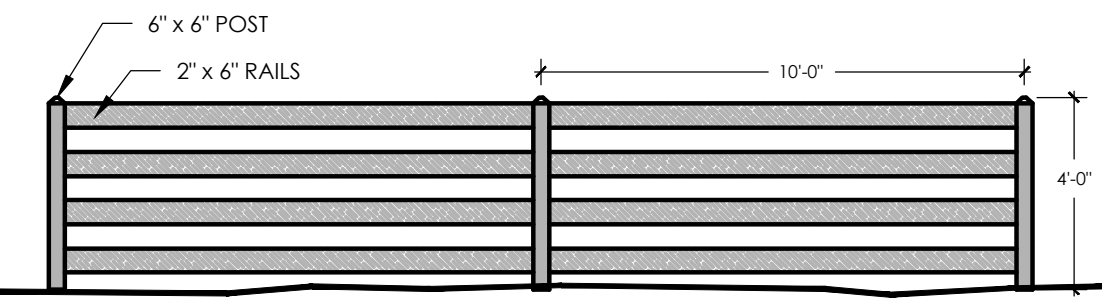
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573 LOTS, 34 TRACTS, 148.482 ACRES, PP-22-032



KEY MAP



1 60" OPAQUE PRIVACY FENCE
SCALE: 1/4"=1'



2 48" OPEN RAIL FENCE
SCALE: 1/4"=1'

- LEGEND
- PRIVACY FENCE, SEE DETAIL 1, THIS SHEET
 - OPEN RAIL FENCE, SEE DETAIL 2, THIS SHEET

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811

Know what's below.
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terracina

design

td

10200 E. Girard Ave. Ste A-314
Denver, CO 80231
ph: 303.632.8867

PROJECT NAME

DENMORE
FIRESTONE, COLORADO
PRELIMINARY PLAT

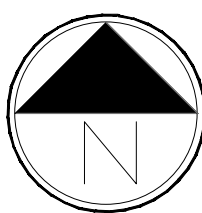
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SHEET TITLE

FENCING
PLAN

SHEET NUMBER

FP.1
SHEET 19 OF 22



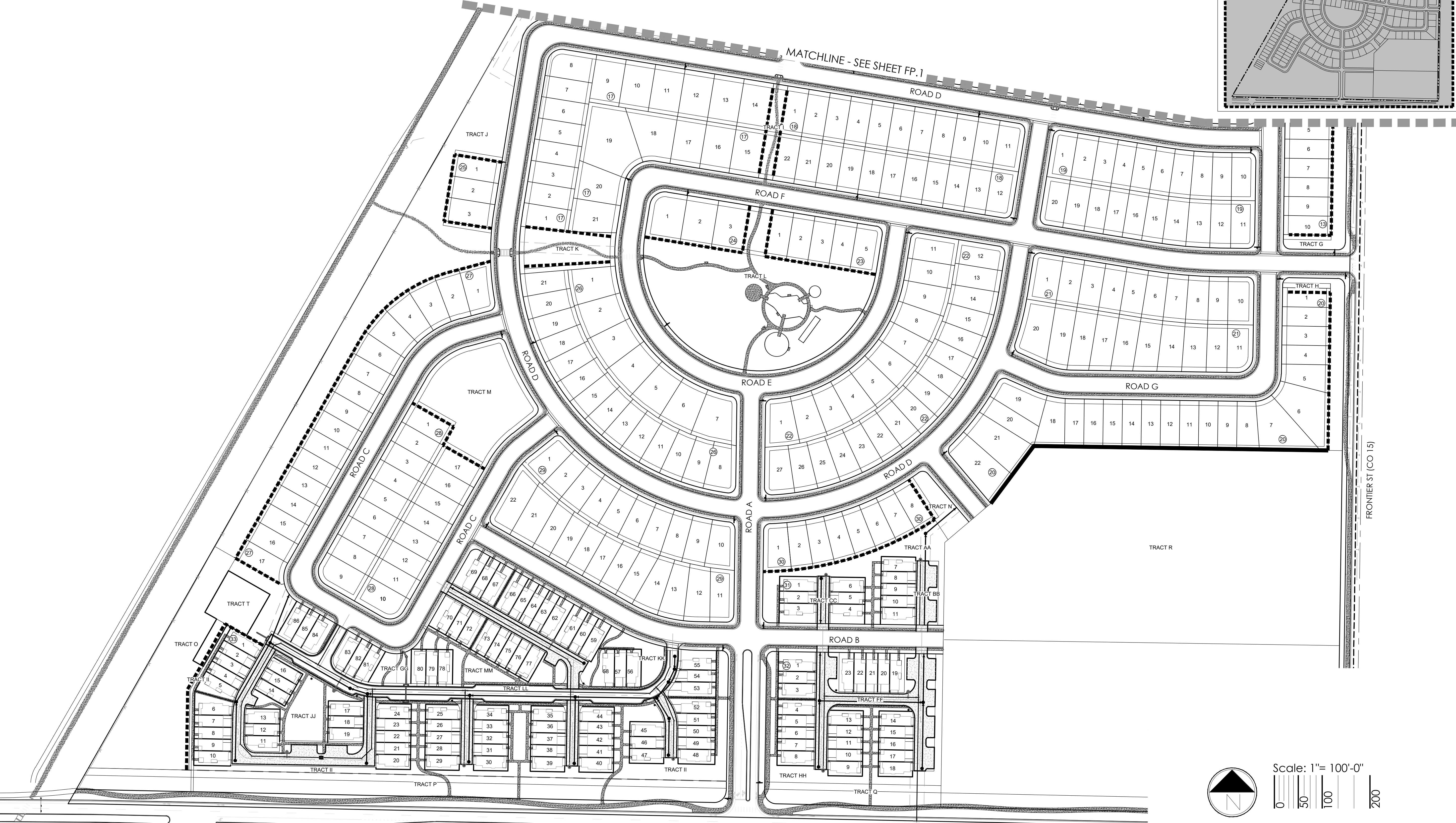
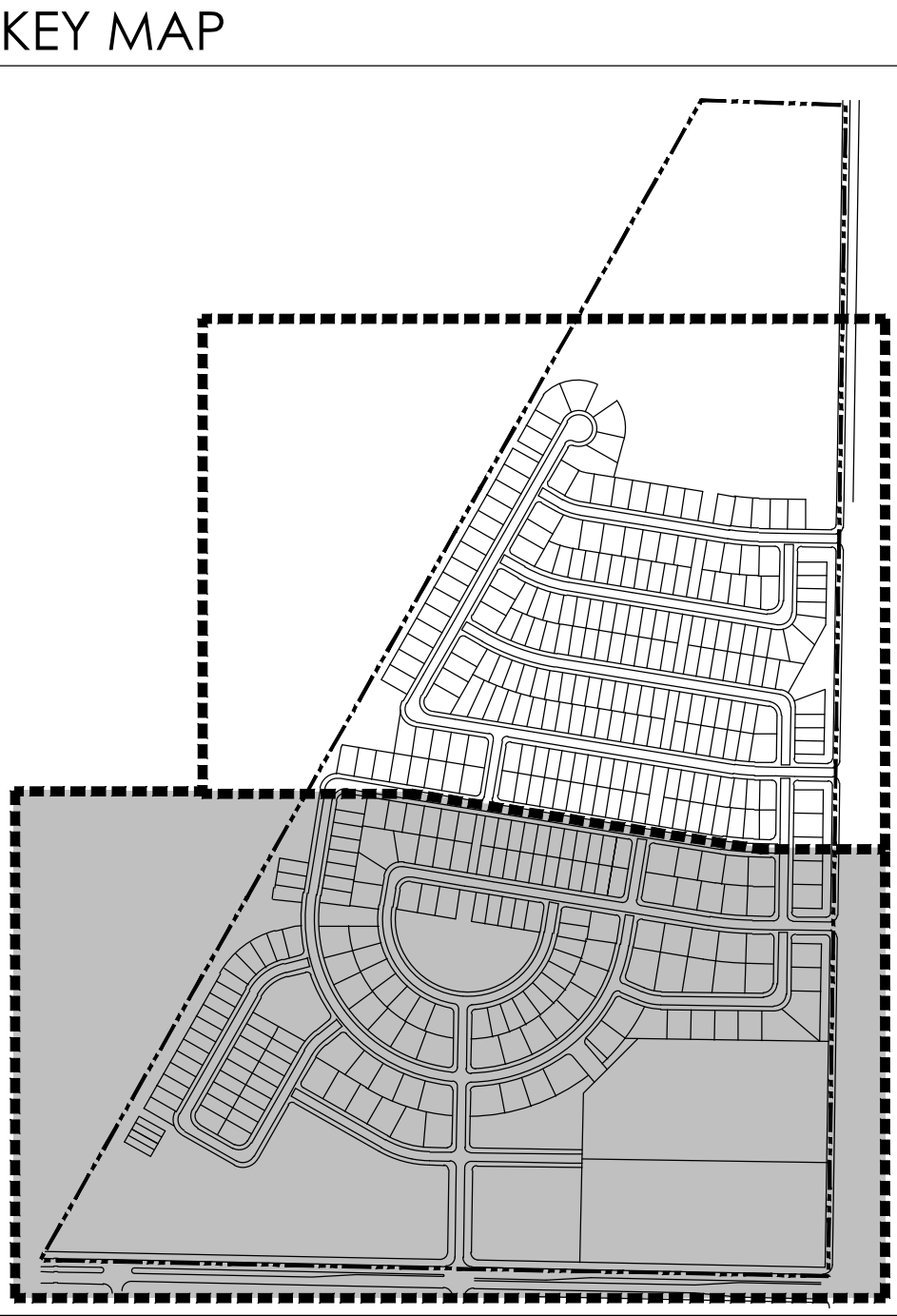
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DENMORE LANDSCAPE PLAN

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- LEGEND
- PRIVACY FENCE, SEE SHEET FP.1
 - OPEN RAIL FENCE, SEE SHEET FP.1



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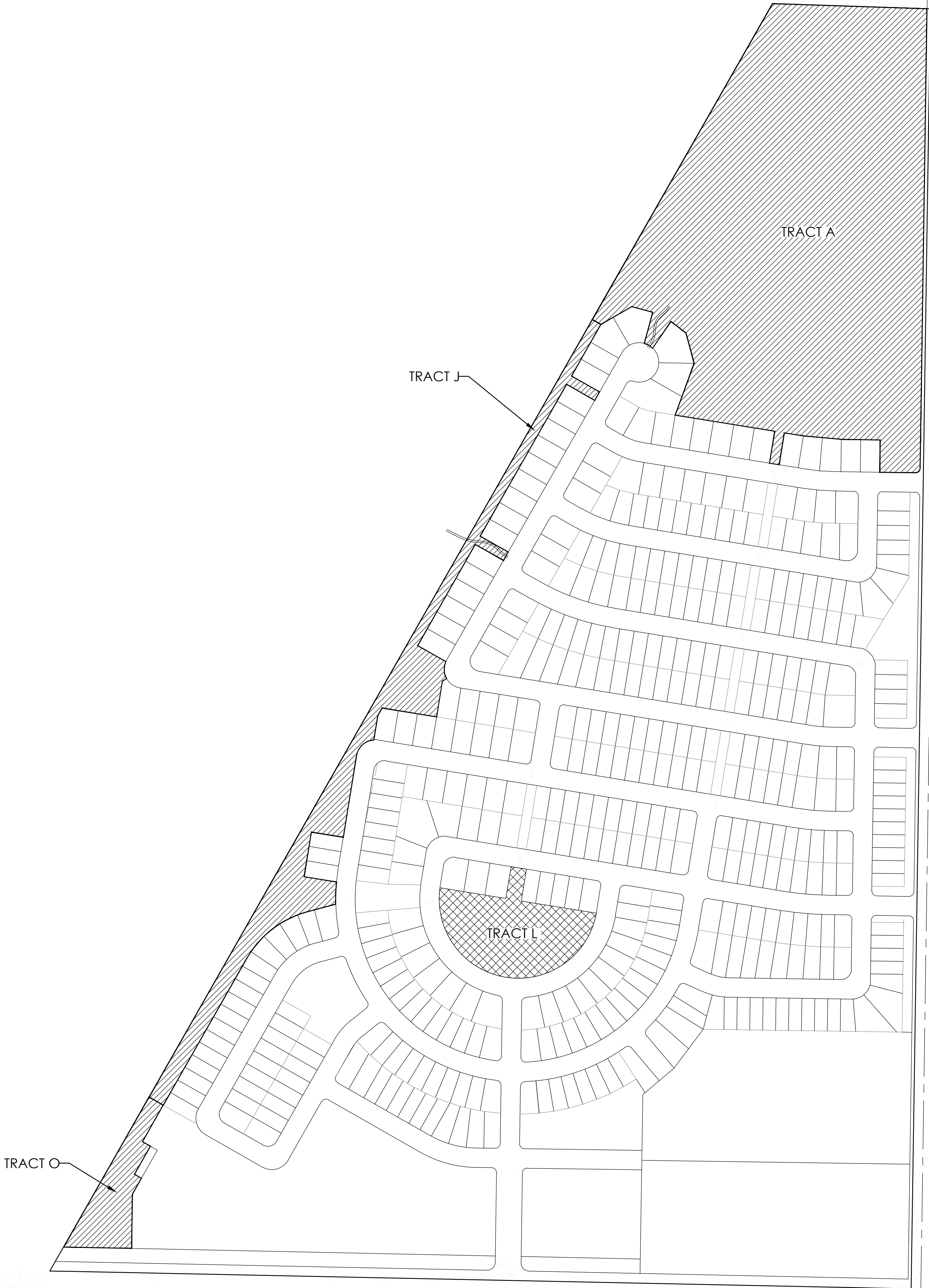
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PLAN

SHEET NUMBER

FP.2
SHEET 20 OF 22

DENMORE LANDSCAPE PLAN

LOCATED IN THE SOUTH HALF AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH,
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573 LOTS, 34 TRACTS, 148.482 ACRES, PP-22-032



POCKET PARK DESIGN STANDARDS / NEIGHBORHOOD PARK CREDIT		
COMPONENT LIST	REQUIRED COMPONENTS PER CODE FOR POCKET PARK	REQUIRED COMPONENTS FOR 1.3 AC NEIGHBORHOOD PARK CREDIT
LIST A 1. BENCHES (TWO MINIMUM). 2. BICYCLE RACKS (MIN. TO SERVE FOUR BIKES). 3. DOG PICK UP STATION. 4. IDENTIFICATION SIGN (CLEARLY SPECIFYING: CONTACT NUMBER FOR MAINTENANCE OR OTHER CONCERNS). 5. INDIVIDUAL SHELTER WITH TWO PICNIC TABLES. 6. IRRIGATION AS APPLICABLE. 7. OPEN TURF AREA (MIN. SIZE 3,000 SF). 8. SIDEWALKS (ADA ACCESSIBLE). 9. TRASH RECEPTACLES (MINIMUM OF TWO). 10. PLANT MATERIALS: A. FIVE (5) DECIDUOUS TREES. B. THREE (3) ORNAMENTAL TREES. C. TWO (2) EVERGREEN TREES. D. TWENTY (20) SHRUBS. E. TWENTY FOUR (24) PERENNIALS. F. THREE (3) ORNAMENTAL GRASSES.	ALL COMPONENTS	DOUBLE 5 OF 10 COMPONENTS
LIST B 1. DISPLAY GARDEN. 2. GROUP PICNIC SHELTER (MIN. SIZE 500 SF AND FOUR TABLES IN PLACE OF INDIVIDUAL SHELTER IN LIST A). 3. LOOP WALK (MIN. LENGTH 1,000 LF). 4. NATURAL AREA (MIN. SIZE 5,000 SF). 5. MULTI-LEVEL PLAY STRUCTURE.	2 COMPONENTS	1 ADDITIONAL COMPONENT
LIST C IF NOT SELECTED IN LIST A OR B: 1. LOOP WALK (MIN. LENGTH 1,000 LF – IF NOT USED AS A PRE-SELECTED COMPONENT). 2. NATURAL AREA – MIN. SIZE 5,000 SF (IF NOT USED AS PRE-SELECTED COMPONENT). 3. MULTI-LEVEL PLAY STRUCTURE (IF NOT USED AS PRE-SELECTED COMPONENT). ADDITIONAL COMPONENTS: 4. INDIVIDUAL SHELTERS WITH TWO TABLES (IN ADDITION TO SHELTER IN LIST A OR GROUP SHELTER IN LIST B). 5. BASKETBALL (ONE FULL COURT). 6. BOCCIE BALL. 7. BOULDER PLAY AREA OR CLIMBING STRUCTURE. 8. COMMUNITY GARDEN. 9. FITNESS COURSE. 10. HANDBALL. 11. HORSESHOE PITS. 12. OPEN TURF SCULPTED AS A PLAY BERM, MOUND OR HILL WITH A MINIMUM THREE-FOOT HEIGHT (IN ADDITION TO MINIMUM TURF AREA IN LIST A). 13. OTHER PLAY FEATURES THAT INCLUDE SWINGS, SPRING TOYS, SAND PLAY, DRAMATIC PLAY, TETHERBALL, ETC. (INCLUDE AT LEAST THREE). 14. OUTDOOR CLASSROOM TO SEAT 20. 15. PUBLIC ART. 16. SHUFFLEBOARD. 17. TENNIS. 18. VOLLEYBALL. 19. WATER SPRAY GROUND. 20. WATER FEATURE (A PASSIVE, WATER-BASED AMENITY SUCH AS FOUNTAINS, PONDS, OR WATERFALLS). 21. OR EQUIVALENT COMPONENT AS APPROVED BY TOWN OF FIRESTONE.	3 COMPONENTS	3 ADDITIONAL COMPONENTS
LIST D 1. BBQ GRILLS (MIN. ONE PER EVERY TWO TABLES). 2. BENCHES (MIN. TWO PER ACRE, IN ADDITION TO BENCHES IN LIST A). 3. DRINKING FOUNTAIN (MAY INCLUDE DOG BOWL ATTACHMENT). 4. ELECTRICITY AND LIGHTING TO SHELTER FOR NIGHT USE (COUNTED ONE PER ITEM). 5. LANDSCAPING (RESULTS IN DOUBLE THE "LIST A" LANDSCAPING REQUIREMENTS). 6. PICNIC TABLES (IN ADDITION TO THOSE IN LIST A, B, OR C). 7. SHADE STRUCTURES FOR COMPONENTS FROM LIST B OR C (OTHER THAN LIST B SHELTERS), COUNTED ONE PER ITEM.	2 COMPONENTS	2 ADDITIONAL COMPONENTS

LAND DEDICATION REQUIREMENTS				
PARK LAND DEDICATION*	CODE REQUIREMENT	REQUIRED AREA (ACRES)	PROVIDED AREA (ACRES)	REMAINING ACRES FOR CASH-IN-LIEU
POCKET PARKS	.5 ACRES/1,000 RESIDENTS	0.9	2.2	
	3 ACRES/1,000 RESIDENTS	5.3	0.0**	4.0
SUB-TOTAL		6.2	2.2	4.0
COMMUNITY PARK*	5 ACRES/1,000 RESIDENTS	5.3	0.0	5.3
	14 ACRES/1,000 RESIDENTS	24.8	28.1	
OPEN SPACE DEDICATION				

*NOTE:
POCKET PARK: TRACT L
DEDICATED OPEN SPACE TRACTS: A, J, & O
** THE PROPOSED POCKET PARK FAR EXCEEDS THE REQUIREMENTS FOR POCKET PARKS AND SERVES AS A MINI NEIGHBORHOOD PARK FOR THE AREA. A 1.3 ACRE CREDIT TOWARD THE NEIGHBORHOOD PARK IS ALLOWED IF THE ADDITIONAL PROGRAMMING PROVIDED IN THE CHART ABOVE IS MET.

LEGEND

DEDICATED OPEN SPACE

POCKET PARK

N

Scale: 1"= 200'-0"

0

100

200

400

NOT FOR CONSTRUCTION

811

Know what's below.
Call before you dig.

terracina

design

Ed

10200 E. Girard Ave., Ste A-314
Denver, CO 80231
ph: 303.692.8867

PROJECT NAME

DENMORE
FIRESTONE, COLORADO
PRELIMINARY PLAT

SUBMITTAL DATE:
08.01.2022
REVISION DATE:
10.03.2022
11.18.2022

SHEET TITLE

OPEN
SPACE
EXHIBIT

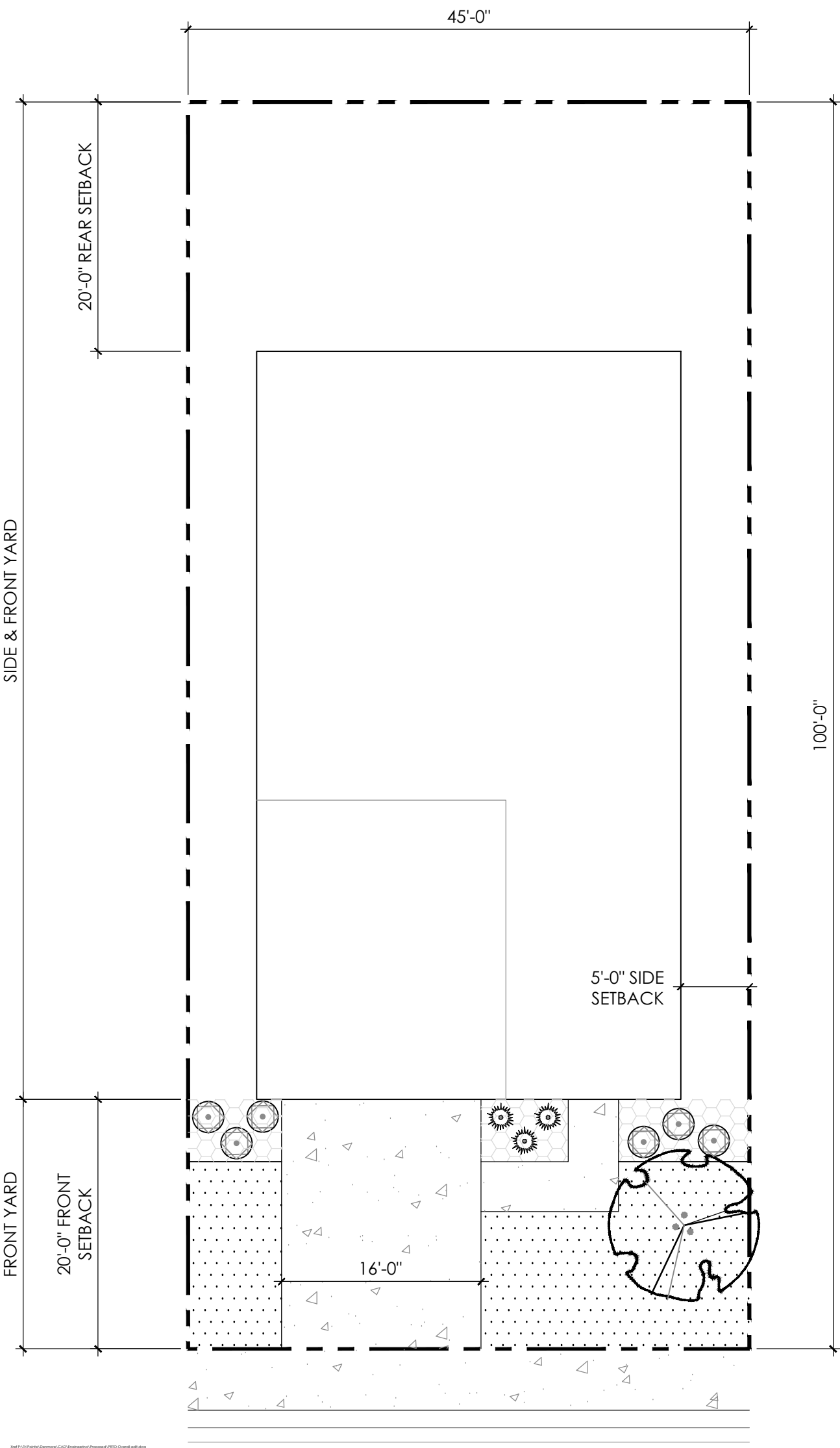
SHEET NUMBER

OS.1

SHEET 21 OF 22

DENMORE LANDSCAPE PLAN

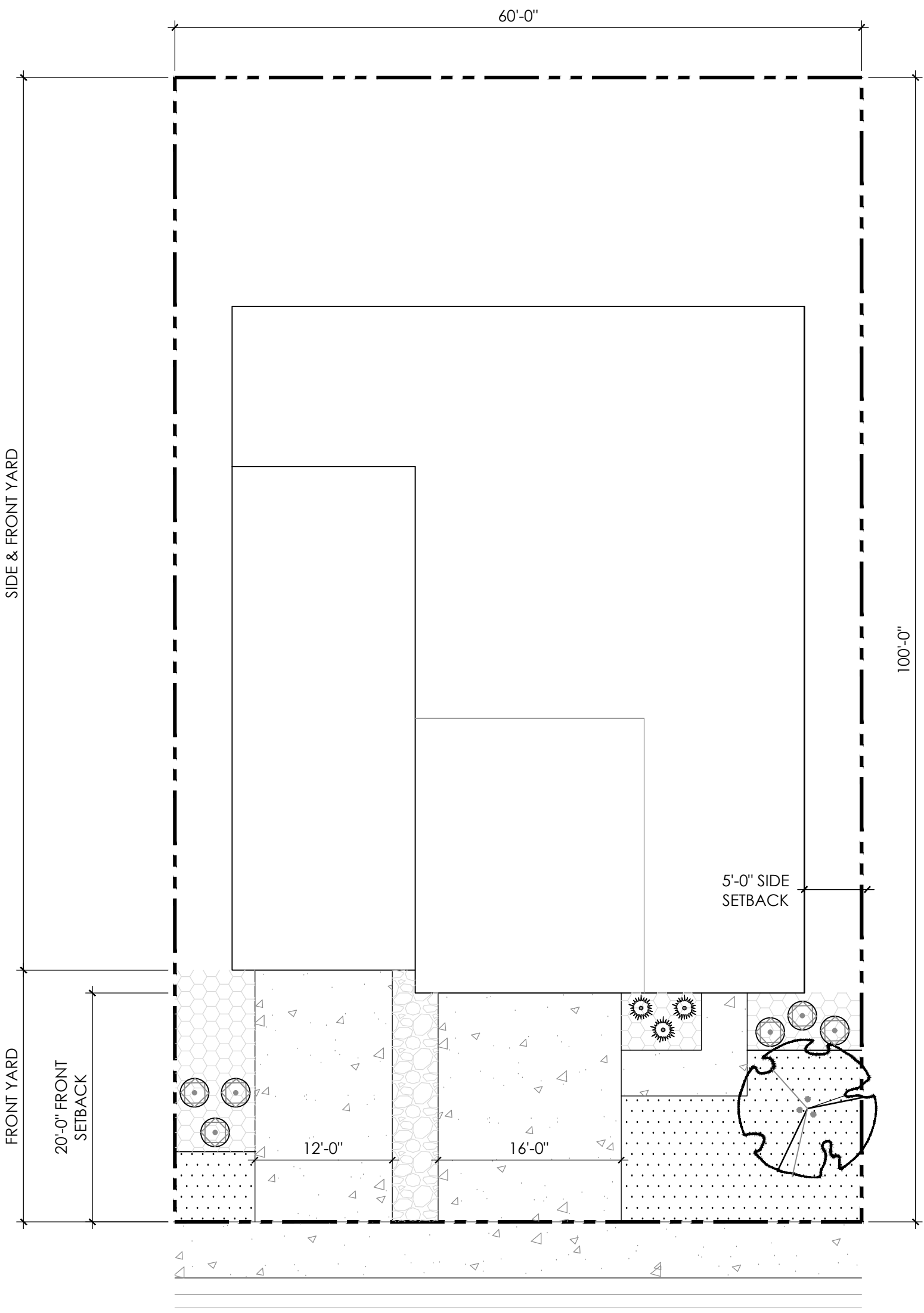
LOCATED IN THE SOUTH HALF AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH,
RANGE 67 WEST OF THE SIXTH PRINCIPLE MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
573 LOTS, 34 TRACTS, 148.482 ACRES, PP-22-032



45'X100' LOT LANDSCAPE TYPICAL

LANDSCAPE REQUIREMENTS

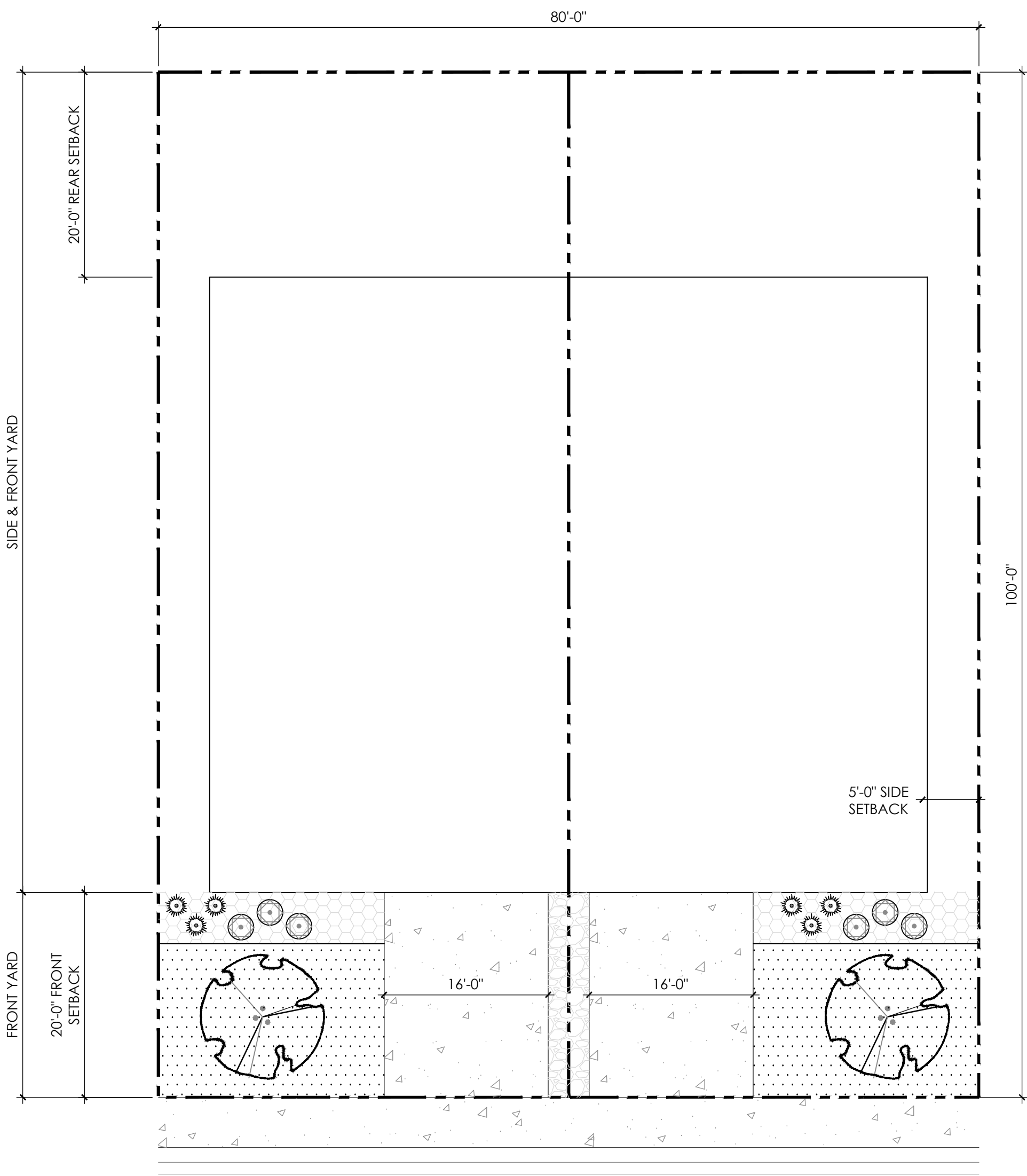
- (1) TREE PER 40 LF OF STREET FRONTAGE
- 75% LIVE PLANT MATERIAL



60'X100' LOT LANDSCAPE TYPICAL

LANDSCAPE REQUIREMENTS

- (1) TREE PER 40 LF OF STREET FRONTAGE
- 75% LIVE PLANT MATERIAL



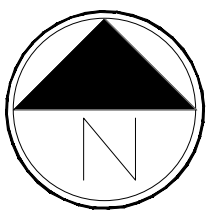
DUPLEX LANDSCAPE TYPICAL

LANDSCAPE REQUIREMENTS

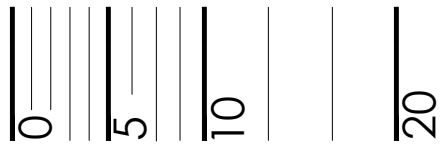
- (1) TREE PER 40 LF OF STREET FRONTAGE
- 75% LIVE PLANT MATERIAL

LEGEND

- SHRUB BED
- SOD
- ROCK MULCH
- CONCRETE
- ORNAMENTAL TREE
- SHRUB & GRASSES



Scale: 1"= 10'-0"



NOT FOR CONSTRUCTION



PROJECT NAME

DENMORE
FIRESTONE, COLORADO
PRELIMINARY PLAT

SUBMITTAL DATE:
08.01.2022
REVISION DATE:
10.03.2022
11.18.2022

SHEET TITLE

LANDSCAPE
TYPICALS

SHEET NUMBER

L.16
SHEET 22 OF 22

Town of Firestone
Michelle Dollmaier
9950 Park Ave.
Firestone, CO 80504

RE: Neighborhood Meeting Summary from October 24th, 2022

Dear Ms. Dollmaier,

On Monday October 24th, 2022 The Denmore project team hosted an informational meeting with the surrounding neighbors at Carbon Valley Library, Large Meeting Room from 5:30-7:00. We had a short overall presentation of the project to the neighbors and then we opened the meeting up for questions or concerns. We received a lot of useful feedback from the attendees. Below is a list of many of the questions and concerns that were raised during the meeting and our responses.

Summary Neighborhood Meeting Comments: (Response in Blue)

Note: Comments and Responses are summarized and are not intended as a dictation of the meeting.

- Are the existing homes to remain? Renters on Property not notified of project?
Response: The existing home will not remain. The seller/property owner is responsible for informing them of the project and timeline for their lease.
- Concern over Vistoso timeline for Firestone Blvd. Improvements and Signalization at Firestone and Frontier Street (2027). When are we planning on installing signals at Firestone and Frontier Street?
Response: We are working with the Town and Vistoso to determine the timing and the financial responsibility for the signal. The intent is the first developer to make improvements to Firestone and Frontier intersection is responsible for constructing the signal and the other parties will reimburse the construction costs.
- Are any of the proposed units affordable housing?
Response: We offer several housing types with a range of price points that will offer units to a variety of buyers but none of the units are designated as affordable housing.
- Any grants for the project?
Response: No
- Any tax incentives for the project?
Response: No
- Dry Pond vs Wet Pond?
Response: It is intended to be a dry pond and cannot hold water for more than 72 hours.
- What was the hole in the north portion of the property for?
Response: The hole was for soil tests to ensure that the pond infiltration rate to ensure adequate drainage.

- Frontier Street Connection to CR 26 will cause increase traffic from gravel trucks. Concern that the improvements will cause and increase in traffic that will damage the road. Current signs indicate they are not allowed to use Frontier Street, but trucks still use the road.
Response: Town of Firestone requested improvements to Frontier Street.
- Metro District Fees going to keep increasing for home purchasers? Concern for future buyers like Bear Foot Lakes residents that seen increases to the District Fees every year.
Response: Metro District fees are set by the service plan and based on a percentage of your home value. Fees can go up as home values increase but the percentage is set.
- Metro districts for profit?
Response: District service plan is a Quasi-Judicial entity that is established to build and maintain infrastructure for the project. If infrastructure costs were included in the price of each home, many homebuyers would not be able to afford the homes. Metro districts spread these costs out over time, and the residents of the metro district repay them through long-term property tax payments. These payments are set by the service plan and the percentage home values of the home.
- Housing Price range?
Response: Based on market conditions at the time the homes are built and go up for sale. The intent is a range of Price points for the variety of units offered. As of now the intent is to offer the Townhomes 400's, Paired homes 450's, Small SFD 500's, and Larger SFD 600's. These are approximations and can change.
- Housing Product size?
Response: 1,800-2,400 Square Footage. May vary based on Town standards.
- Housing Product lot dimensions?
Response: Explained typical lot sizes that are shown on the Preliminary Plat for each product type.
- Are all the houses going to look the same as the pictures?
Response: Each product will have a variety of elevation and color schemes to create a diverse mix of home styles and appearance.
- When will the project begin?
Response: Finish entitlements in June 2023 and start breaking ground July 2023, if everything works out with the market at that time.
- What school district is the project in?
Response: St. Vrain Valley School District
- Do we have a school in the plan?
Response: St. Vrain Valley School District does not require us to provide land for a school and only request a cash-in-leu fee for each home.
- When is CIL collected for the school?
Response: CIL will be paid at the time of building permit for each home.
- Concern with school capacity for the existing Schools?
Response: St. Vrain stated that the surrounding schools have the capacity for the students generated by this development.
- Other proposed development to the west will increase school demand?

Response: School district will determine the capacity for each school and the future demands for the community.

- Use drainage area as an active area? Dog Park? Turf? It is large area not to be programmed. Need to be a well-maintained space and not just weeds.

Response: The area is intended to be passive native area, not programmed.

- Add Park to the North

- Response: We are providing the required Pocket Park and the remaining parks will be cash-in-leu.

- How many trail connections are provided to Firestone Trail?

Response: We will be providing 3-4 trail connections. Location may vary depending on grading at the time of construction documents. We will also be working with the town on a crossing signal for Firestone Trail and Firestone

- What will be done with berm along Firestone Trail? Current berm screens the existing homes to the north.

Response: Final design of the trail area will be determined at construction drawing and input from the Town of Firestone.

- Motorized vehicles using the current trail, detour this activity in the future.

Response: Noted and hopefully the improvements to the trail and signage will discourage motorized vehicles from using the trail corridor.

- Who is supplying the water to the site and where is it coming from?

Response: Water will be supplied by the town. The source of the water will either be purchased through the town or a private party.

- Is the developer doing anything for Water conservation? Front yard landscape?

Response: Xeriscaping will be used throughout the development and xeric front yards will be an option for the home buyer.

- Non-Potable water offered for front yards?

Response: No, there is currently no Non-Potable water system in the area.

- Is the developer providing Xeriscape options?

- Was there an Environmental report done on the property?

Response: Yes

- Does Tri-Pointe offer solar option or green alternatives.

Response: All homes are solar ready but Tri Pointe does not offer solar.

- Do the tracts maintained by Metro District/HOA have xeriscape landscape?

Response: Xeriscaping will be used throughout the development.

- Will the utility company have enough capacity at times of high demands?

Response: Based on conversations with the dry utility companies there is capacity for the project.

- Future use of gas in homes? All electric?

Response: Currently the homes are planned for gas and electric.

- Are you removing Russian olives trees to the north? Hazard because of power lines.

Response: We will remove the Russian Olives trees to the north.

- What is the road width on the proposed internal roads? Is there adequate width for parking?

Response: The road width is based on the Local Road Standard Section 60' ROW which is 34' curb to curb and provides on street parking.

- Is there guest parking for the Townhomes?

Response: We are providing guest parking in the rear of the units as a tandem spot on the center units. As well as head in parking along most alleys and parallel parking in the central alley on the west townhome pod.

- How many more public hearings will be held before approval?

Response: The Preliminary Plat will need to be approved by the Planning & Zoning Commission and Board of Trustees and each will have a public hearing portion of the meeting. The adjacent neighbors will be notified for each meeting by mailers, signs will be posted on the property, and the town will post the meeting time and place in the local newspaper.

Also attached is a signup sheet for all the attendees of the meeting. Please let us know if you need anything else for the neighborhood meeting.

Sincerely,

Tri Pointe Homes

FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC 23-01

**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF
THE TOWN OF FIRESTONE, COLORADO, RECOMMENDING
APPROVAL OF THE DENMORE PRELIMINARY SUBDIVISION PLAT**

WHEREAS, Denmore LLC (“Applicant”), as owner of certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted a proposed preliminary subdivision plat for the Property (the “Application”); and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Planning and Zoning Commission finds and determines that the Application is complete, and that the Applicant has met the applicable requirements and standards set forth in the Firestone Municipal Code and Firestone Development Code; and

WHEREAS, the Planning and Zoning Commission wishes to make a recommendation to the Board of Trustees regarding the Application.

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

Section 1. The Town of Firestone Planning and Zoning Commission hereby recommends the Board of Trustees approve the Denmore Preliminary Plat, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

1. All remaining technical corrections to the Denmore preliminary plat and construction drawings requested by Town staff shall be made to the Town staff’s satisfaction.
2. At the Final Plat stage, the Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

PASSED AND ADOPTED this 5 day of January 2023.

ATTEST:


Miriam Luna Gonzalez, Secretary



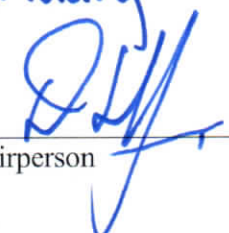

Chairperson

EXHIBIT A
Denmore Preliminary Plat



Staff Report

Denmore

Preliminary Plat

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

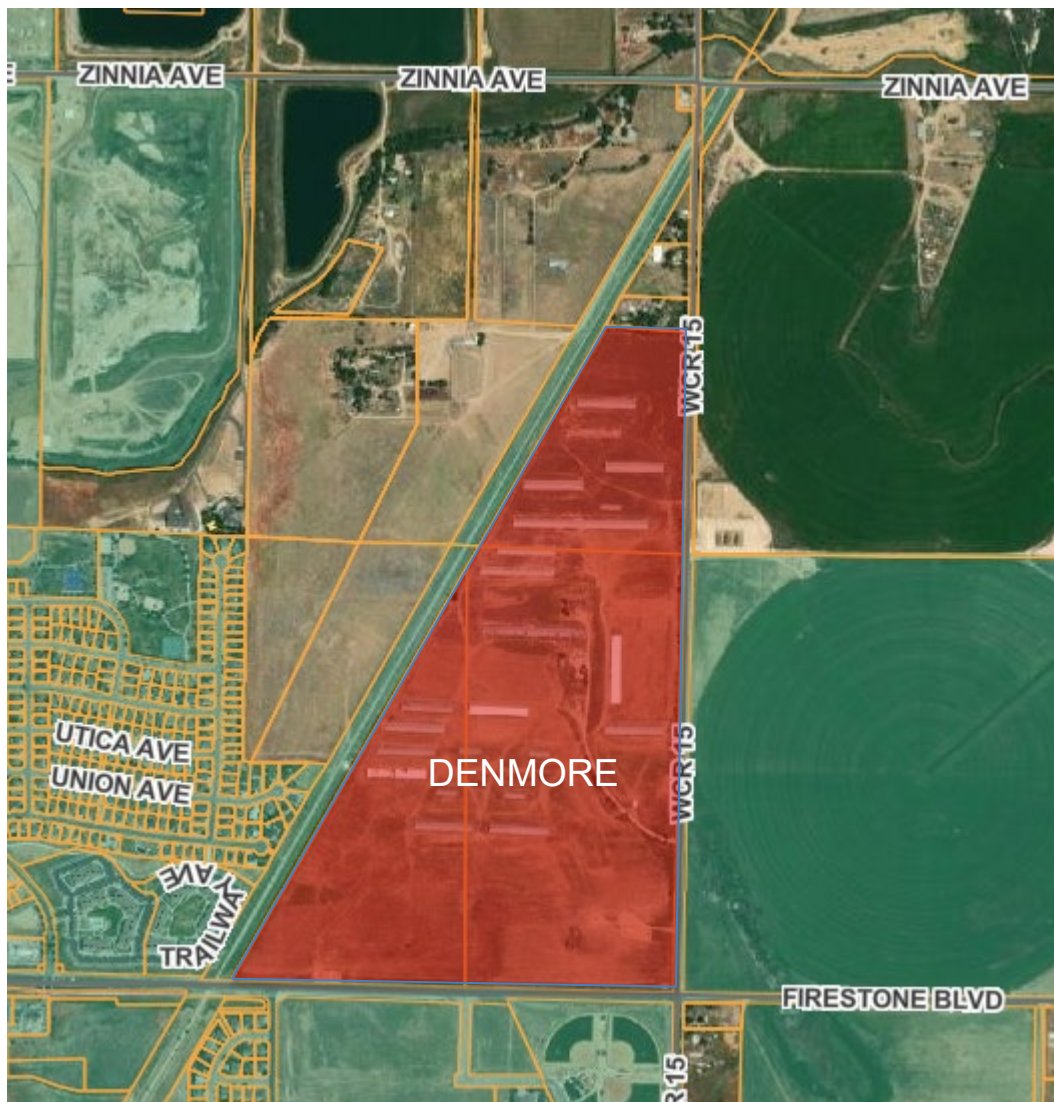
January 25, 2023

GENERAL INFORMATION

Purpose: This staff report is for the Denmore Preliminary Plat proposing 573 dwelling units consisting of 321 single family detached residential lots, 132 paired home lots, and 120 single family attached (townhome) residential lots and 30 tracts on approximately 143.5 acres.

Applicant: Denmore LLC
1942 Broadway Street, Suite 314C
Boulder, CO 80302

Location: The Denmore Preliminary Plat is located on the northwest corner of Firestone Boulevard and Frontier Street.



Existing Conditions:

Existing Zoning: R-A (Residential A) and NC (Neighborhood Center)
Existing Use: Vacant land, agriculture, agricultural out-buildings, single family residential and oil/gas facilities

Adjacent Land Use/Zoning:

	ZONING	LAND USE
NORTH	AG (Weld County)	Large lot residential
SOUTH	NC, PUD (Firestone)	Vacant land and sports complex
EAST	R-A & NC (Firestone)	Vacant land and oil/gas facility
WEST	R-A (Firestone) AG (Weld County)	Residential Vacant land

Denmore Preliminary Plat - Plan Analysis

The Denmore preliminary plat proposes a total of 573 dwelling units consisting of 321 single family detached residential lots, 132 paired home lots, and 120 single family attached (townhome) residential lots and 30 tracts on approximately 143.5 acres.

The subject property is located on the northwest corner of Firestone Boulevard and Frontier Street. The majority of the land is vacant with multiple agricultural out-buildings, a single-family residence, in addition to oil and gas facilities.

The gross density of the proposed subdivision is 3.97 dwelling units/acre in accordance with the proposed R-A residential regulations as outlined in the Firestone Development Code (FDC). The R-A zone district allows a maximum of 5 dwelling unit per acre. Lot sizes range from 25-foot wide and 1,800 square feet in area for townhome development; 40-foot wide and 4,000 square feet in area for paired homes; and, 45 to 60-foot wide and 4,500 square feet in area for single family detached homes. The proposed density will be compatible with adjacent developments by having open space and larger residential lots on the exterior near the existing large lot residential developments, and higher densities towards the center of the subdivision and along Firestone Boulevard.

The primary vehicular access point into the site is from Firestone Boulevard. In addition, there are 3 vehicular access points into the property off of Frontier Street. Note that Tracts R and S are future development parcels that may include future access point onto Firestone Boulevard and Frontier Street.

Pedestrian access is provided via attached sidewalks along interior residential streets and trail connections are provided to the Firestone Trail throughout the property. To preserve green space, a large open space drainage way is proposed along the north side of the property.

Open Space is provided in accordance with the FDC. Approximately 28.1 acres of open space is provided that meets FDC standards. This open space is primarily along the north edge of the property (Tract A) and along the Firestone Trail (Tracts O and T). In addition, there is 10+ acres of landscape areas that function as open space that do not meet FDC standards.

A centrally located pocket park (Tract L) is proposed in accordance with the FDC and is approximately 2.3 acres in size. The pocket park will include both active and passive recreational amenities and serve the entire subdivision. Tract L will have visual and pedestrian connections to the Firestone Trail located to the west. Per the FDC, the size of the proposed development does not require the developer to construct neighborhood or community parks. The developer will be required to pay fee-in-lieu for neighborhood and community parks.

Public infrastructure and utilities will be extended into the property by the developer at the time of the development.

APPROVAL CRITERIA AND STAFF ANALYSIS

Preliminary Plat Approval Criteria and Staff Analysis:

The Preliminary Plat application for Denmore was reviewed for compliance with the Approval Criteria from Section 16.7.6.C of the FDC. Staff makes the following findings:

- A. The subdivision is generally consistent with the Town's Comprehensive Master Plan;

Staff: *The proposed preliminary plat is generally consistent with the MU (Mixed Use) land use designation as identified in the Town's Master Plan. In addition, the future development permitted on Tract S is for non-residential purposes.*

- B. The subdivision is generally consistent with and implements the intent of the specific zoning district in which it is located;

Staff: *The proposed preliminary plat is consistent with the purpose and intent of the R-A and NC zone districts as outlined in the FDC.*

- C. The general layout of lots, streets, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed to meet the Town's standards related to health and safety and in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this FDC;

Staff: *The general layout of the proposed preliminary plat is consistent with applicable development and design standards set forth in the FDC. In addition, the general layout is consistent with the Town of Firestone Design Standards and Construction Specifications for Public Improvements.*

- D. The subdivision complies with all applicable use, development, and design standards set forth in Chapters 3, 5 and 6 of this FDC that have not otherwise been modified or waived pursuant to this Chapter or this FDC;

Staff: *The proposed preliminary plat complies with the development and design standards set forth in Chapters 3, 5 and 6 of the FDC.*

- E. The subdivision complies with all applicable regulations, standards, requirements, or plans of the Federal or State governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations;

Staff: *The proposed preliminary plat complies with applicable federal and state regulations.*

- F. The subdivision will not result in significant adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated;

Staff: *The proposed preliminary plat will not have a significant impact on the identified environmental conditions.*

- G. The subdivision shall be integrated and connected, where appropriate, with adjacent development through street connections, sidewalks, trails, and similar features;

Staff: *The proposed preliminary plat is integrated and connected to major pedestrian and vehicular passageways; by providing trail connections to the Firestone Trail and vehicular access to Firestone Boulevard and Frontier Street.*

- H. The subdivision will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated;

Staff: *The proposed preliminary plat will not have significant adverse impacts on adjacent properties given a large open space tract will provide a buffer to the existing large lot country residential development to the north.*

- I. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development; and

Staff: *The proposed preliminary plat will provide sufficient transportation, utilities, and recreational facilities while maintaining existing levels of service to the development.*

- J. As applicable, the proposed phasing plan for development of the subdivision is rational in terms of available infrastructure capacity.

Staff: *The phasing of the proposed preliminary plat is rational in terms of infrastructure capacities.*

NEIGHBORHOOD MEETING

As required by the Firestone Development Code, a Neighborhood Meeting was held on October 24, 2022 at 5:30 pm at the Carbon Valley Library. The required notice for the Neighborhood Meeting was provided.

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call:	December 21, 2022
Property Posted:	December 19, 2022

Letters to Adjacent Property Owners: December 19, 2022

RECOMMENDATIONS

Staff:

Town staff recommends the Board of Trustees approve draft Resolution 23-17, a resolution approving the Denmore Preliminary Plat application with the following conditions:

- a. All remaining technical corrections to the Denmore Preliminary Plat and construction drawings requested by Town staff shall be made to the Town staff's satisfaction.
- b. At the Final Plat stage, the Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

Planning and Zoning Commission:

After conducting a Public Hearing on the proposed preliminary plat on January 5, 2023, the Planning and Zoning Commission rendered a decision recommending approval of the Preliminary Plat as more fully set forth in PC-23-01.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.b

Land Development

Meeting Date: January 25, 2023

Initiated By: Marty Ostholt

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 23-16: 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 DEL CAMINO CENTRAL FILING NO. 2, 2ND AMENDMENT; AUTHORIZING A SUBDIVISION AGREEMENT PERTAINING TO THE DEL CAMINO CENTRAL FILING NO. 2, 2ND AMENDMENT SUBDIVISION

SUMMARY

The Del Camino Central Filing No. 2, 2nd Amendment Final Plat is proposing ten (10) commercial lots and seven (7) tracts for internal roads, future development, open space, landscaping, drainage purposes, and commercial development.

HISTORY AND PREVIOUS BOARD ACTION

The Del Camino Central property was annexed/zoned into the Town of Firestone in January 1998. The First Amendment to the Del Camino Central ODP was approved in September 2016.

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 23-16, a resolution approving the Del Camino Central Filing No. 2, 2nd Amendment Final Plat application with the following conditions:

1. All remaining technical corrections to the Del Camino Central Filing No. 2, 2nd Amendment final plat and construction drawings requested by Town staff shall be made to the Town staff's satisfaction.
2. Prior to recordation of the Del Camino Central Filing No. 2, 2nd Amendment final plat, a CDOT Access Permit shall be issued for the proposed access onto the East Side Frontage Road.
3. Prior to commencement of construction, Final Construction Plans shall be approved by the Town and CDOT.
4. The Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

ALTERNATIVES

n/a

ATTACHMENTS

1. Resolution 23-16
2. Subdivision Agreement
3. Del Camino Central Filing No. 2, 2nd Amendment Final Plat
4. Planning & Zoning Commission Resolution PC-23-02
5. Staff Report

FINANCIAL CONSIDERATIONS

n/a

RESOLUTION NO. 23-16

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 DEL CAMINO CENTRAL FILING NO. 2, 2ND AMENDMENT; AUTHORIZING A SUBDIVISION AGREEMENT PERTAINING TO THE DEL CAMINO CENTRAL FILING NO. 2, 2ND AMENDMENT SUBDIVISION

WHEREAS, Sand Land, Inc., (“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 “Del Camino Central Filing No. 2, 2nd Amendment” (the “Final Plat”), attached hereto as **Exhibit A**, and a proposed Subdivision Agreement for the Property, attached hereto as **Exhibit B**; and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the Final Plat on January 19, 2023, rendered a decision recommending approval of the Final Plat with four (4) conditions as more fully set forth in PC-23-02, dated January 19, 2023; 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 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-23-02.

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 Del Camino Central Filing No. 2, 2nd Amendment, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

(a) All remaining technical corrections to the Del Camino Central Filing No. 2, 2nd Amendment final plat and construction drawings requested by Town staff shall be made to the Town staff’s satisfaction.

(b) Prior to recordation of the Del Camino Central Filing No. 2, 2nd Amendment final plat, a CDOT Access Permit shall be issued for the proposed access onto the East Side Frontage Road.

(c) Prior to commencement of construction, Final Construction Plans shall be approved by the Town and CDOT.

(d) The Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the plat Del Camino Central Filing No. 2, 2nd Amendment 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 Agreement between the Town of Firestone and Applicant is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**. The Mayor is authorized to execute the Subdivision Agreement on behalf of the Town.

Section 7. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Del Camino Central Filing No. 2, 2nd Amendment 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 ____ day of _____, 2023.

Drew Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A

**Del Camino Central Filing No. 2, 2nd Amendment
Final Plat**

EXHIBIT B

**Del Camino Central Filing No. 2, 2nd Amendment –
Subdivision Agreement**

**DEL CAMINO FILING NO. 2, 2ND AMENDMENT
SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2023, 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 TSG DEL CAMINO, LLC, a Missouri limited liability company, 2127 Innerbelt Business Center Drive, Suite 200, St. Louis, Missouri 63114, hereinafter referred to as “Owner;” and

WHEREAS, Owner has submitted a Final Plat for Del Camino Filing No. 2, 2nd Amendment (“Development”) attached hereto as “Exhibit A” and incorporated herein by reference. Said Final Plat has been approved by Firestone; and

WHEREAS, The Town has reviewed its Water Supply Plan, which addresses the Town's existing water obligations and its present and future water supplies. The Town has also reviewed its Conservation Plan and its Municipal Code regarding water dedications, and has determined, at its sole discretion, that it will be able to provide an adequate water supply to serve the Properties water needs at full build out pursuant to Section 29-20-301 C.R.S. et seq; 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. PUBLIC USE DEDICATION

Owner shall convey to Firestone certain lands as described as open space and park in “Exhibit A” attached hereto and incorporated herein by reference. Conveyance of these lands shall be by plat dedication in form and substance acceptable to Firestone. If not already conveyed, conveyance

shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Firestone. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

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.A 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, {BOA Name} (“BOA”), , maintenance district,

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.A 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.A. 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.A 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.A 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.A 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.A 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.A 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.A 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.

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, 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.A 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.A 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

1. CDOT Improvements

Owner shall design and construct improvements in CDOT right-of-way on Highway 119 and the Frontage Road as shown on the Final Construction Plans. Improvements shall be reviewed, approved, and permitted by CDOT. Improvements shall be operational prior to the issuance of the first certificate of occupancy.

2. Arbor Street Improvements

Full build-out of the Arbor Street improvements (4-lane Arterial section) along the east frontage of Lot 10 shall be deferred until the time Lot 10 develops. These improvements shall be operational prior to the issuance of the first certificate of occupancy on Lot 10.

3. Firestone Boulevard & WCR 9 3/4 Signal

Owner shall reimburse the Town for one-third (1/3) of the cost, up to a maximum of \$275,000, for the design and construction of a signal at the intersection of Firestone Boulevard and WCR 9 3/4. When the signal is warranted and the Town has authorized its installation, the Town shall notify Owner of its pending installation. Within thirty (30) days of the Town providing final costs of the signal to Owner, Owner shall make payment of this reimbursement. If a signal is not constructed or warranted within five (5) years of the last certificate of occupancy issued for Lots 6 through 9 or Tract C, this reimbursement requirement shall expire. Nothing contained in this Agreement shall operate to create an obligation on the part of the Town to pay or construct the signal.

B. Maintenance of Landscaping within Firestone Blvd

Owner shall be responsible for the maintenance of all current and future landscaping in the Firestone Boulevard right-of-way, with the exception of the medians, between the Frontage Road and WCR 9 3/4. Owner shall reimburse the Town all water usage costs for the irrigation of said landscaping. Owner may in the future separate the irrigation system for these areas with a new irrigation tap and meter and shall be responsible for all costs associated with the separation.

C. Installation of Sidewalk

Owner shall design and construct Sidewalk Improvements on Tracts E and F as shown on the accepted construction plans. Owner's completion of the sidewalk work shall be completed within two (2) years after the first certificate of occupancy within the Development has been issued by Firestone.

D. Storm Sewer in Firestone Blvd

The Town agrees to allow the Owner and/or Obligated Entity to construct and maintain storm sewer pipes and outfall in Firestone Boulevard right-of-way as shown on the accepted Final Construction Plans.

E. Maintenance of Landscaping

Tracts A through G shall be maintained by the Obligated Entity.

F. Maintenance of Vacant Lots

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

G. Fencing and Screening

Fencing within the Development shall be installed in accordance with Title 16 of the Code.

H. Utilities

Owner shall provide the Town with all necessary permanent and temporary

drainage and utility easements prior to construction.

X. MISCELLANEOUS TERMS

A. 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.

B. 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).

C. 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.

D. 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.

E. 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.

F. 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 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.

G. 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
Hayashi & Macsalka, LLC

1650 38th Street, Suite 103
Boulder, CO 80301

Owner:

TSG Del Camino, LLC
2127 Innerbelt Business Center Dr.,
Ste. 200

St. Louis, Missouri 63114
Attn: Michael H. Staenberg

Staenberg Group, Inc.
2127 Innerbelt Business Center
Dr., Ste. 200
St. Louis, Missouri 63114
Attn: General Counsel

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.

I. 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. Integration

This Agreement constitutes the entire agreement among the parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

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: _____
Drew Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

OWNER:
TSG DEL CAMINO, LLC

By: _____

Michael H. Staenberg, Manager

ACKNOWLEDGMENT

STATE OF _____)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Michael H. Staenberg, as Manager of TSG Del Camino, LLC, a Missouri limited liability company.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBITS LIST

EXHIBIT A – DEL CAMINO FILING NO. 2, 2ND AMENDMENT FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – LANDSCAPE MAINTENANCE MAP

DRAFT

EXHIBIT A

{Final Plat Name} Final Plat

DRAFT

EXHIBIT B

Public Improvement Schedule

DRAFT

EXHIBIT C

Public Improvement Reimbursement and Fee In Lieu Schedule

Reimbursements due Firestone:

1. Pursuant to Section IX.A.3, Owner shall reimburse the Town for one-third (1/3) of the cost, up to a maximum of \$275,000, for the design and construction of a signal at Firestone Boulevard and WCR 9 3/4.

EXHIBIT D

Landscape Maintenance Map

DRAFT

FINAL PLAT

DEL CAMINO CENTRAL, FILING NO. 2, 2ND AMENDMENT

A REPLAT OF TRACTS A AND B, DEL CAMINO CENTRAL, FILING NO. 2, 1ST AMENDMENT
AND LOT 1, BLOCK 4, DEL CAMINO CENTRAL, FILING NO. 2,
A PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
SHEET 1 OF 3

OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED SAND LAND, INC., A COLORADO CORPORATION AND SAND LAND PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND SHOWN IN THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

PARCEL A:

TRACTS A AND B, DEL CAMINO CENTRAL, FILING NO. 2, 1ST AMENDMENT A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

LOT 1, BLOCK 4, DEL CAMINO CENTRAL, FILING NO. 2, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING AN AREA OF 33.091 ACRES, (1,441,472 SQUARE FEET), MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF **DEL CAMINO CENTRAL FILING NO. 2, 2ND AMENDMENT**, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS SHOWN.

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

OWNERS

SAND LAND, INC., A COLORADO CORPORATION

BY: _____
GARRETT VARRA, VICE PRESIDENT

SAND LAND PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
DENNY COMPTON, PERSONAL REPRESENTATIVE FOR THE ESTATE OF PASQUALE VARRA

NOTARY CERTIFICATE

STATE OF)
COUNTY OF) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF

_____, 20____, BY DENNY COMPTON, AS PERSONAL REPRESENTATIVE FOR

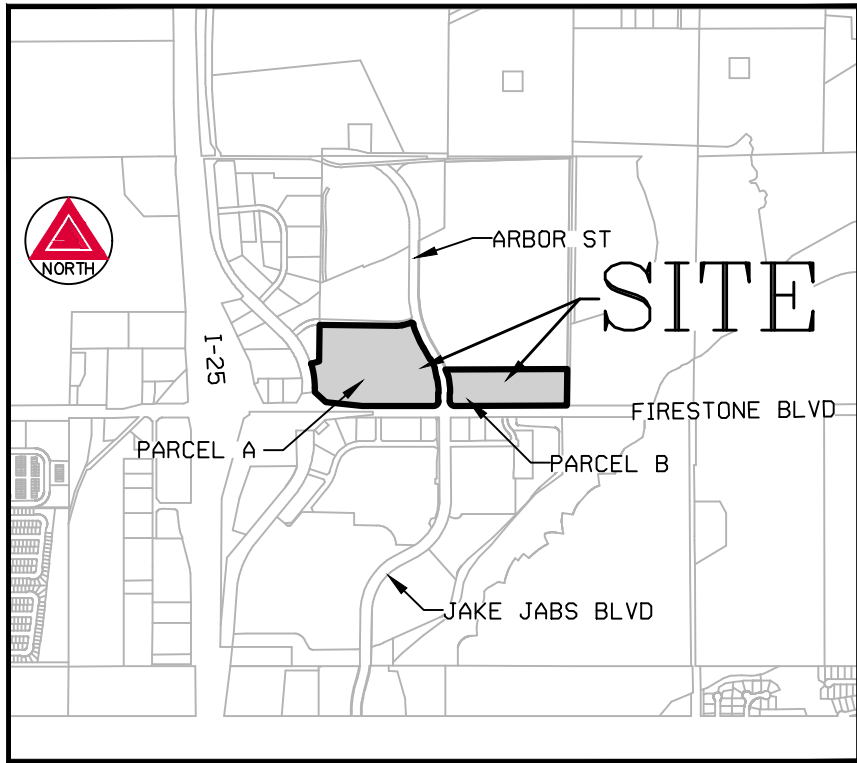
THE ESTATE OF PASQUALE VARRA, AND BY GARRETT VARRA, VICE PRESIDENT OF

SAND LAND INC., A COLORADO CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES



VICINITY MAP

SCALE 1" = 2000'

GENERAL NOTES

1. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED ON MAY 6, 2021.
2. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
3. THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT ORDER NO. N0040530-020-JY-ES, AMENDMENT NO. 2 WITH A COMMITMENT DATE OF OCTOBER 26, 2022 AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SURVEYED PROPERTY.
4. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
5. UPON AND AFTER RECORDATION, THIS PLAT SHALL SUPERSEDE AND REPLACE ALL SUBDIVISION PLATS PREVIOUSLY FILED OF RECORD WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS PLAT, WITH THE LEGAL EFFECT THAT ALL SUCH PREVIOUSLY RECORDED PLATS SHALL BE CONSIDERED VOID AND OF NO FURTHER LEGAL AFFECT AS APPLIED TO THE PROPERTY DESCRIBED IN THIS PLAT, AND THAT THE PROPERTY DESCRIBED IN THIS PLAT SHALL BE CONCLUSIVELY RELEASED FROM THE ENCUMBRANCE OF ALL SUCH RECORDED PLATS UPON AND AFTER RECORDATION OF THIS PLAT.
6. TRACTS H AND I ARE DEDICATED TO THE TOWN OF FIRESTONE FOR RIGHT-OF-WAY PURPOSES.
7. A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED ACROSS TRACTS A & B.
8. A BLANKET UTILITY EASEMENT IS HEREBY DEDICATED ACROSS TRACTS E & F.

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE (NAD 83, 2011) REFERENCED TO THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 68 WEST, SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR NORTH 89°51'57" EAST, A DISTANCE OF 1298.38 FEET.

FLOOD ZONE

FLOOD ZONE: THE SUBJECT PROPERTY SHOWN HEREIN LIES WITHIN OTHER AREAS-ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND SPECIAL FLOOD HAZARD AREAS-ZONE A, AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, NO BASE FLOOD ELEVATIONS DETERMINED AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08123C1890E, MAP REVISED JANUARY 20, 2016

TRACT OWNERSHIP & MAINTENANCE					
TRACT	SQUARE FEET±	ACRES±	USE	OWNERSHIP	MAINTENANCE
TRACT A	84,654	1.943	OPEN SPACE/ DRAINAGE	SAND LAND INC./SAND LAND PROPERTIES LLC	OWNER/ASSIGNS
TRACT B	105,396	2.420	OPEN SPACE/ DRAINAGE	SAND LAND INC./SAND LAND PROPERTIES LLC	OWNER/ASSIGNS
TRACT C	99,263	2.279	FUTURE DEVELOPMENT	SAND LAND INC./SAND LAND PROPERTIES LLC	OWNER/ASSIGNS
TRACT D	6,898	0.158	MONUMENT SIGN & UTILITIES	SAND LAND INC./SAND LAND PROPERTIES LLC	OWNER/ASSIGNS
TRACT E	77,569	1.781	ACCESS & UTILITIES	SAND LAND INC./SAND LAND PROPERTIES LLC	OWNER/ASSIGNS
TRACT F	71,332	1.638	ACCESS & UTILITIES	SAND LAND INC./SAND LAND PROPERTIES LLC	OWNER/ASSIGNS
TRACT G	1,764	0.040	MONUMENT SIGN	SAND LAND INC./SAND LAND PROPERTIES LLC	OWNER/ASSIGNS

SHEET INDEX

SHEET 1 - DEDICATION, APPROVALS, VICINITY MAP, AND GENERAL NOTES

SHEET 2 - OVERALL BOUNDARY, LOTS AND TRACTS

SHEET 3 - EASEMENT DETAILS

REPLAT STATEMENT

DEL CAMINO CENTRAL FILING NO. 2, 2ND AMENDMENT HAS BEEN CREATED TO SUBDIVIDE TRACTS A AND B, DEL CAMINO CENTRAL FILING NO. 2, 1ST AMENDMENT AND LOT 1, BLOCK 2 AND LOT 1, BLOCK 4, DEL CAMINO CENTRAL, FILING NO. 2, INTO 11 LOTS AND 6 TRACTS.

SURVEYOR'S CERTIFICATE

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

MICHAEL J. NOFFSINGER, PLS NO. 38367
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE. EXPRESSED OR IMPLIED, THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

TOWN OF FIRESTONE APPROVAL

THIS PLAT IS HEREBY APPROVED BY THE TOWN OF FIRESTONE PLANNING & DEVELOPMENT DIRECTOR ON THIS _____ DAY OF _____, 2023.

PLANNING & DEVELOPMENT DIRECTOR

FIRESTONE INFORMATION BLOCK

Name of Application	DEL CAMINO CENTRAL
Type of Submittal	FINAL PLAT, AMENDMENT 2
Filing Number	TWO
Phase Number	N/A
Preparation Date	07-26-2022
Revision Date	10-28-2022
Revision Date	01-09-2023
Revision Date	

COVER PAGE ~ SHEET 1 of 3

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

AzTec Proj. No.: 54822-18

Drawn By: GLW

DEVELOPER

SAND LAND, INC.
8120 GAGE STREET
FREDERICK, COLORADO 80516
(303) 666-6657

DATE OF PREPARATION:

07-26-2022

SCALE:

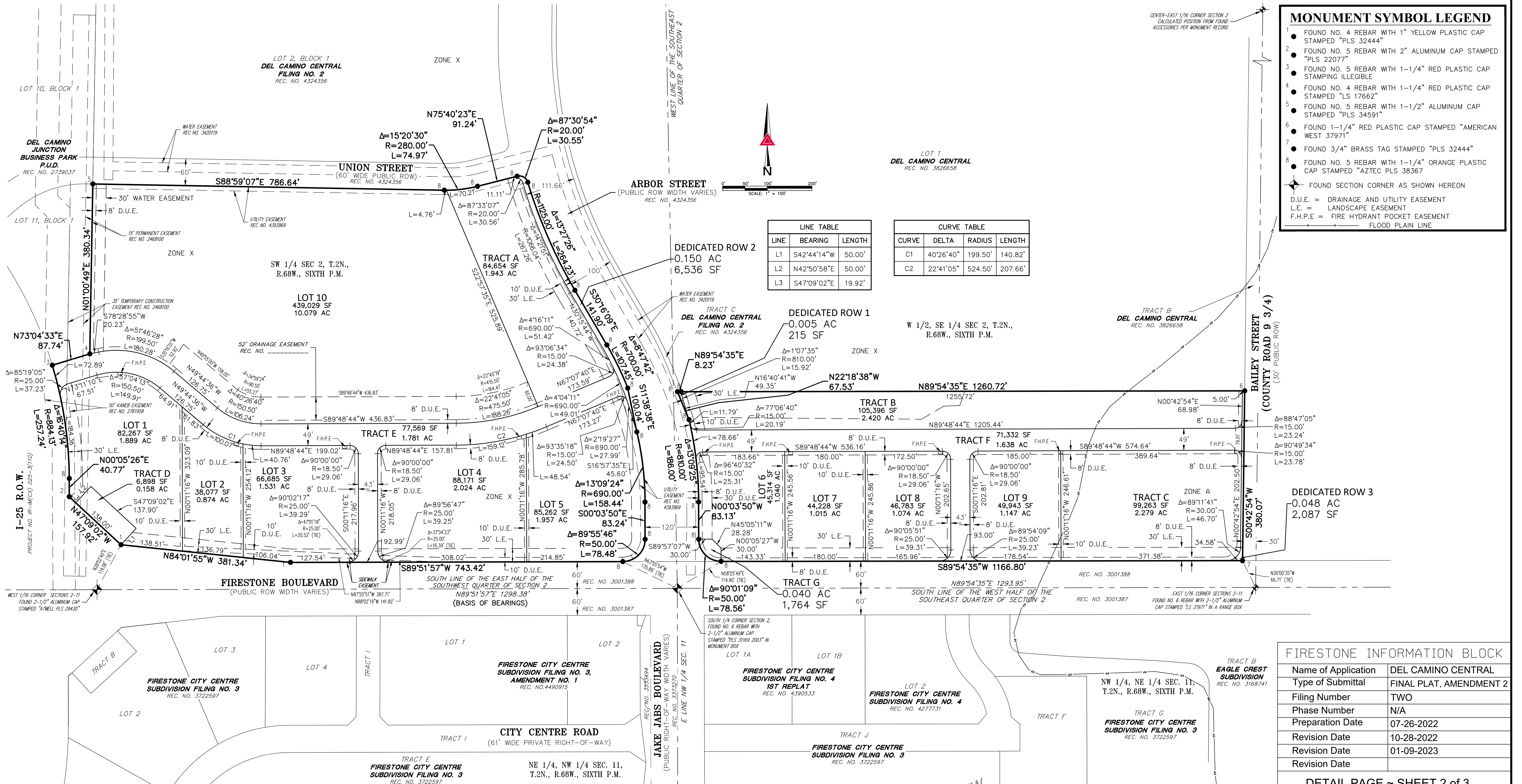
N/A

SHEET 1 OF 3

FINAL PLAT

DEL CAMINO CENTRAL, FILING NO. 2, 2ND AMENDMENT

A REPLAT OF TRACTS A AND B, DEL CAMINO CENTRAL, FILING NO. 2, 1ST AMENDMENT
AND LOT 1, BLOCK 4, DEL CAMINO CENTRAL, FILING NO. 2,
A PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
SHEET 2 OF 3



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

AZTEC
CONSULTANTS, INC.

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

AzTec Proj. No.: 54822-18 Drawn By: GLW

DEVELOPER

SAND LAND INC.
8120 GAGE STREET
FREDERICK, COLORADO 80516
(303) 666-6657

DATE OF PREPARATION: 07-26-2022

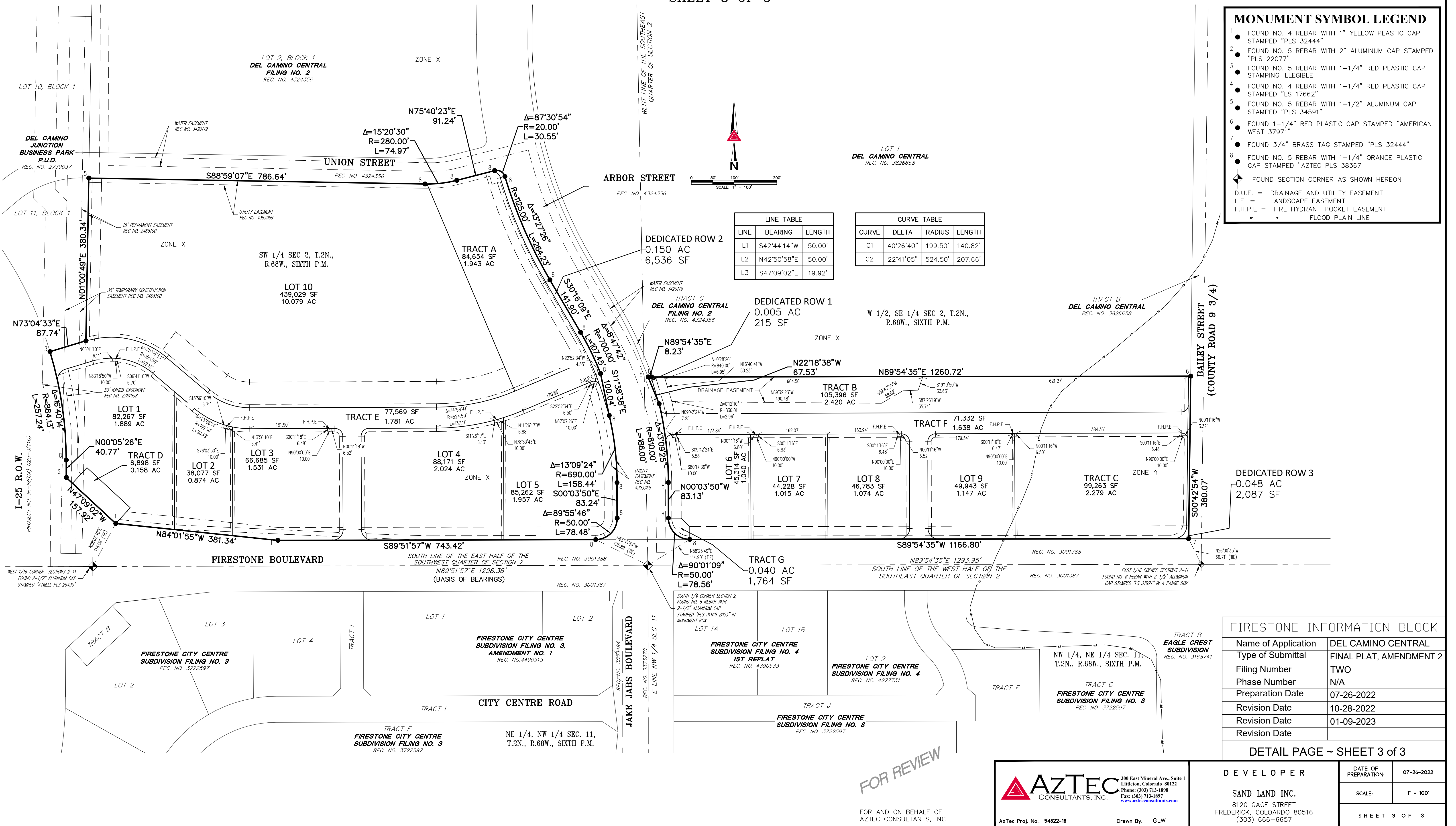
SCALE: 1" = 100'

SHEET 2 OF 3

FINAL PLAT

DEL CAMINO CENTRAL, FILING NO. 2, 2ND AMENDMENT

A REPLAT OF TRACTS A AND B, DEL CAMINO CENTRAL, FILING NO. 2, 1ST AMENDMENT
AND LOT 1, BLOCK 4, DEL CAMINO CENTRAL, FILING NO. 2,
A PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
SHEET 3 OF 3



FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC-23-02

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FIRESTONE, COLORADO, RECOMMENDING APPROVAL OF THE FINAL PLAT FOR DEL CAMINO CENTRAL FILING NO. 2, 2ND AMENDMENT

WHEREAS, Sand Land, Inc., (“Applicant”), as owner of certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted a proposed final plat for the Property (the “Application”); and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Planning and Zoning Commission finds and determines that the Application is complete, and that the Applicant has met the applicable requirements and standards set forth in the Firestone Municipal Code and Firestone Development Code; and

WHEREAS, the Planning and Zoning Commission wishes to make a recommendation to the Board of Trustees regarding the Application.

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

Section 1. The Town of Firestone Planning and Zoning Commission hereby recommends the Board of Trustees approve the Del Camino Central Filing No. 2, 2nd Amendment Final Plat, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

1. All remaining technical corrections to the Del Camino Central Filing No. 2, 2nd Amendment final plat and construction drawings requested by Town staff shall be made to the Town staff’s satisfaction.
2. Prior to recordation of the Del Camino Central Filing No. 2, 2nd Amendment final plat, a CDOT Access Permit shall be issued for the proposed access onto the East Side Frontage Road.
3. Prior to commencement of construction, Final Construction Plans shall be approved by the Town and CDOT.
4. The Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

PASSED AND ADOPTED this 19 day of January, 2023.

ATTEST:


Miriam Luna Gonzalez, Secretary



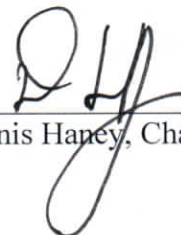

Dennis Haney, Chairperson

EXHIBIT A
DEL CAMINO CENTRAL FILING NO. 2, 2ND AMENDMENT FINAL PLAT



Staff Report

Del Camino Central Filing 2, 2nd Amendment Non-Residential

Final Plat

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

January 25, 2023

GENERAL INFORMATION

Purpose: This staff report is for the Del Camino Central Filing 2, 2nd Amendment Non-Residential Final Plat proposing 10 commercial lots with 7 tracts for detention, private roadways, and future development on approximately 33 acres.

Applicant: TSG Del Camino, LLC
2127 Innerbelt Business Center Drive, #200
St. Louis, MO 63114

Location: The Del Camino Central Filing 2, 2nd Amendment Non-Residential final plat is located at the northeast corner of Firestone Blvd. and the East I-25 Frontage Road.



Existing Conditions:

Existing Zoning:	Regional Commercial (RC) and Employment Center (EC) PUD
Existing Use:	Vacant land

Adjacent Land Use/Zoning:

	ZONING	LAND USE
NORTH	RC/EC PUD (Firestone)	Vacant land
SOUTH	RC PUD (Firestone)	Commercial
EAST	RC/EC PUD (Firestone)	Gravel and materials business
WEST	RC PUD (Firestone)	Commercial

Del Camino Central Filing No. 2, 2nd Amendment Non-Residential Final Plat - Plan Analysis

Del Camino Central Filing No. 2, 2nd Amendment Final Plat is proposing ten (10) commercial lots and seven (7) tracts for internal roads, future development, open space, landscaping, drainage purposes, and commercial development.

The subject property is located north of Firestone Blvd. and between the East I-25 Frontage Road and Weld County Road 9 $\frac{3}{4}$. The land is vacant.

The proposed lots range from 0.874 acres to 10.079 acres in size. Since there are no minimum lot standards, the proposed plat is in conformance with the Firestone Development Code (FDC).

The site is proposing six (6) points of access to existing roadways. Public improvements include the west half of Arbor Street between Firestone Blvd. and Union Street. The full section of Weld County Road (WCR) 9 $\frac{3}{4}$ adjacent to the property will be improved as well. Waterlines will be looped throughout the site with connections to existing water mains under Arbor Street, along Firestone Blvd., and along the project's western boundary. Sanitary sewer will run throughout the site. Sanitary for the west parcel will outfall to an existing main adjacent to the frontage road. The east parcel will drain east to an existing main in WCR 9 $\frac{3}{4}$. Dry utilities will be provided by United Power and Black Hills Energy. Public infrastructure and utilities will be extended into the property by the developer at the time of the development.

An existing 100-year floodplain encumbers the eastern parcel, primarily on Tract C. No proposed lots fall within the floodplain. The site is proposed to be phased to minimize improvements within the floodplain as well. A CLOMR will be required to modify the floodplain and move it off of the site. Two ponds are proposed to provide on-site detention and water quality and to direct flows to their historic locations. Once floodplain modifications are made, Tract C may be replatted into one or more lots for future development.

Pedestrian access will be provided via attached sidewalks along interior streets, a detached sidewalk along Firestone Blvd., and a detached sidewalk along Arbor Street. 30-foot landscape buffers are proposed along all public roadways.

APPROVAL CRITERIA AND STAFF ANALYSIS**Non-Residential Final Plat Approval Criteria and Staff Analysis:**

The Non-Residential Final Plat application for Del Camino Central Filing No. 2, 2nd Amendment was reviewed for compliance with the Approval Criteria from Section 16.7.6.F of the FDC. Staff makes the following findings.

- A. The final plat is generally consistent with the Town's Comprehensive Master Plan;
Staff: *The proposed final plat is generally consistent with the regional commercial land use designations identified in the Town of Firestone Master Plan.*
- B. The final plat is generally consistent with and implements the intent of the specific zoning district in which it is located;
Staff: *The proposed final plat is consistent with the purpose and intent and specific use of RC and EC zoning as outlined in the FDC.*
- C. As applicable, the final plat is generally consistent with the terms and conditions of any previously approved development plan;
Staff: *The layout of the final plat is generally consistent with the terms and conditions as approved in the Outline Development Plan.*
- D. The final plat complies with all applicable use, development, and design standards set forth in this FDC;
Staff: *The proposed final plat complies with the development and design standards set forth in Chapters 3, 5, and 6 of the FDC.*
- E. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development; and
Staff: *The proposed final plat provides public safety via detached sidewalks along Arbor Street and attached sidewalks via attached sidewalks along internal streets. Other facilities and services are available to the site and will be maintained at the existing level of service.*
- F. The final plat will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.
Staff: *The proposed final plat will not have a significant impact on adjacent properties.*

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call:	January 4, 2023
Property Posted:	January 4, 2023
Letters to Adjacent Property Owners:	January 4, 2023

RECOMMENDATIONS

Staff:

Town staff recommends the Board of Trustees approve Resolution 23-16, a resolution approving the Del Camino Central Filing No. 2, 2nd Amendment Final Plat application to the Board of Trustees with the following conditions:

1. All remaining technical corrections to the Del Camino Central Filing No. 2, 2nd Amendment final plat, and construction drawings requested by Town staff shall be made to the Town staff's satisfaction.

2. Prior to recordation of the Del Camino Central Filing No. 2, 2nd Amendment final plat, a CDOT Access Permit shall be issued for the proposed access onto the East I-25 Frontage Road.
3. Prior to commencement of construction, Final Construction Plans shall be approved by the Town and CDOT.
4. The Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

Planning and Zoning Commission:

After conducting a Public Hearing on the proposed final plat on January 19, 2023, the Planning and Zoning Commission rendered a decision recommending approval of the Final Plat as more fully set forth in PC-23-02.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 9.a

Discussion/Action

Meeting Date: January 25, 2023

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

Resolution 23-18: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY COLORADO FOR THE REMOVAL OF MATERIAL LOCATED AT THE HOKESTRA GRAVEL PIT

SUMMARY

The proposed agreement authorizes the acquisition of two stockpiles of materials at the Hokestra Gravel Pit by the Town of Firestone for economic development efforts. Weld County needs to remove the fill from its property to meet its obligations to the Central Colorado Water Conservancy District. The agreement includes terms related to the responsibility for maintenance and compliance with applicable laws associated with the removal and relocation of dirt.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Staff recommends approval of Resolution 23-18.

ALTERNATIVES

ATTACHMENTS

1. Resolution 23-18
2. Firestone Weld County Hokestra Intergovernmental Agreement

FINANCIAL CONSIDERATIONS

The Town of Firestone will pay Weld County \$267,336.00 for the initial two stockpiles of material. Firestone will pay Weld County \$4 per cubic yard of additional material it elects to remove.

RESOLUTION NO. 23-18

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY COLORADO FOR THE REMOVAL OF MATERIAL LOCATED AT THE HOKESTRA GRAVEL PIT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this 25th day of January 2023, by and between the Town of Firestone, Colorado, a municipal corporation of the State of Colorado, hereinafter referred to as (“Firestone,”) and the County of Weld, State of Colorado, by and through the Board of County Commissioners of the County of Weld, Colorado hereinafter referred to as (“Weld County”)

WHEREAS, there are two stockpiles of material at the Hokestra Gravel Pit generated by Weld County’s mining process whose only use identified by the Weld County Department of Public Works is as backfill at the North Pierce Gravel Pit; and

WHEREAS, use of the material as backfill would incur an estimated six hundred thousand dollars in labor, maintenance, and fuel expenses for Weld County in addition to significant interruptions to ongoing construction and maintenance operations; and

WHEREAS, Weld County needs the stockpiles removed in order to create additional stockpiling areas to meet its obligations to the Central Colorado Water Conservancy District; and

WHEREAS, the Town, has identified a use for the materials to help further economic development in Firestone and Weld County; and

WHEREAS, both Parties are authorized to enter into this Agreement by C.R.S. Sec. 29-1-203 and the Colorado Constitution Article XIV, Sec. 18(2), the Parties hereby enter into this Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO: in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

The Intergovernmental Agreement between the Town of Firestone and Weld County for the removal of material located at the Hokestra Gravel Pit is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Intergovernmental Agreement on behalf of the Town.

PASSED AND ADOPTED this 25th day of January 2023

TOWN OF FIRESTONE, COLORADO

By: _____
Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Kristi K. Bashor, Town Clerk

By: _____
William P. Hayashi, Town Attorney

INTERGOVERNMENTAL AGREEMENT FOR THE REMOVAL OF MATERIAL LOCATED AT THE HOKESTRA GRAVEL PIT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2022, by and between the Town of Firestone, Colorado, a municipal corporation of the State of Colorado, whose address is 9950 Park Avenue, Firestone, Colorado 80504, hereinafter referred to as "Firestone," and the County of Weld, State of Colorado, by and through the Board of County Commissioners of the County of Weld, Colorado whose address is P.O. Box 758, 1150 "O" Street, Greeley, Colorado 80632, hereinafter referred to as "Weld County." Firestone and Weld County are each referred to herein as "Party," and collectively as "the Parties."

WITNESSETH:

WHEREAS, there are two stockpiles of material at the Hokestra Gravel Pit generated by Weld County's mining process whose only use identified by the Weld County Department of Public Works is as backfill at the North Pierce Gravel Pit; and

WHEREAS, use of the material as backfill would incur an estimated six hundred thousand dollars in labor, maintenance, and fuel expenses for Weld County in addition to significant interruptions to ongoing construction and maintenance operations; and

WHEREAS, Weld County needs the stockpiles removed in order to create additional stockpiling areas to meet its obligations to the Central Colorado Water Conservancy District; and

WHEREAS, Firestone, a municipality within Weld County, has identified a use for the materials to help further economic development in Firestone and Weld County; and

WHEREAS, both Parties are authorized to enter into this Agreement by C.R.S. Sec. 29-1-203 and the Colorado Constitution Article XIV, Sec. 18(2), the Parties hereby enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **TERM:** This Agreement shall be effective from the date of final execution of this Agreement until June 30, 2023.
2. **MATERIALS TO BE REMOVED:** Firestone agrees to remove the materials identified in Exhibit A. As gravel mining operations continue at the Hokestra Gravel Pit, Weld County will identify any additional material available for Firestone to remove at Firestone's option.
3. **PARTIES' OBLIGATION TO COORDINATE MATERIAL REMOVAL:** The Parties will coordinate material removal such that both Firestone and Weld County can be present in the Hokestra Gravel Pit as needed. Weld County will provide access for Firestone to the Hokestra Gravel Pit on the coordinated dates.

4. FIRESTONE'S OBLIGATIONS DURING MATERIAL REMOVAL: Firestone will be responsible for obtaining all permits needed to move material from the Hokestra Gravel Pit to Firestone's chosen destination. Firestone will be responsible for all traffic control on County Road 24.5 and Firestone Boulevard. Firestone will be responsible for any mud tracked by its vehicles onto County Road 24.5 and Firestone Boulevard. Firestone will employ mitigation for any dust generated as a result of the loading or unloading of material. Firestone will not dig below the surrounding grade of the material stockpiles. Firestone will leave the ground surface flat at the current elevation. Firestone will perform all work under this Agreement in a manner consistent with the provisions of this Agreement and will conform to the performance standards and requirements set forth in the ordinances, resolutions, rules and regulations of Firestone and in compliance with other applicable laws.
5. PAYMENT FOR MATERIALS: Firestone agrees to pay Weld County \$267,336.00 for the initial two stockpiles of material. Firestone agrees to pay Weld County \$4 per cubic yard of additional material it elects to remove. Payment shall be made by June 30, 2023.
6. NO ASSIGNMENT: Any assignment by either Party under this Agreement shall be null and void without prior written consent from the other Party.
7. GOVERNMENTAL IMMUNITY AND INDEMNIFICATION:
 - A. Both Firestone and County acknowledge that each party is a governmental entity immune from certain liability pursuant to the Colorado Governmental Immunity Act §§ 24-10-101 C.R.S., et seq. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, limitations, or other provisions of the Colorado Governmental Immunity Act §§ 24-10-101 et seq., as applicable now or hereafter amended.
 - B. To the extent Firestone is liable for any act, omission, or failure to act, despite the application of the Colorado Governmental Immunity Act, Firestone agrees to indemnify and hold harmless Weld County to the extent permitted by law of the liability incurred by the act, omission, or failure to act by Firestone in relation to this Agreement. Firestone acknowledges that this agreement to indemnify and hold harmless Weld County extends to the Board of Weld County Commissioners, and to all Weld County officers, employees, and agents.
 - C. To the extent Weld County is liable for any act, omission, or failure to act, despite the application of the Colorado Governmental Immunity Act, Weld County agrees to indemnify and hold harmless Firestone to the extent permitted by law of the liability incurred by the act, omission, or failure to act by Weld County in relation to this Agreement. Weld County acknowledges that this agreement to indemnify and hold harmless Firestone extends to all Firestone officers, employees, and agents.

8. ENTIRE AGREEMENT: This writing, together with the exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter herein, and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.
9. NO THIRD-PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the Parties that any entity other than the Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.
10. SEVERABILITY: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties.
11. MODIFICATION AND BREACH: This Agreement contains the entire Agreement and understanding between the Parties and supersedes any other Agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the Parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party, or waiver of, a breach by any other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
12. NOTICES: All notices required herein shall be personally delivered or mailed via First Class Mail to the Parties' representatives at the addresses set forth below:
- | | |
|--------------------------|-------------------------------|
| <u>TOWN OF FIRESTONE</u> | <u>WELD COUNTY</u> |
| A.J. Krieger | Jay McDonald |
| Town Manager | Director of Public Works |
| 9950 Park Avenue | P.O. Box 758, 1111 "O" Street |
| Firestone, CO 80504 | Greeley, CO 80632 |
| Phone: 303-833-3291 | Phone: 970-304-6496 |
13. NO WARRANTY: Weld County makes no warranty regarding the suitability of the material for any intended use by Firestone.
14. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute shall be in the District Court for Weld County.
15. NONAPPROPRIATION: No portion of this Agreement shall be deemed to create an obligation on the part of Firestone or Weld County to expend funds not otherwise

appropriated in each fiscal year.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate of the day and year first hereinabove written.

ATTEST:

TOWN OF FIRESTONE, COLORADO

By: _____
Miriam Gonzalez, Acting Town Clerk

By: _____
Drew Peterson, Mayor

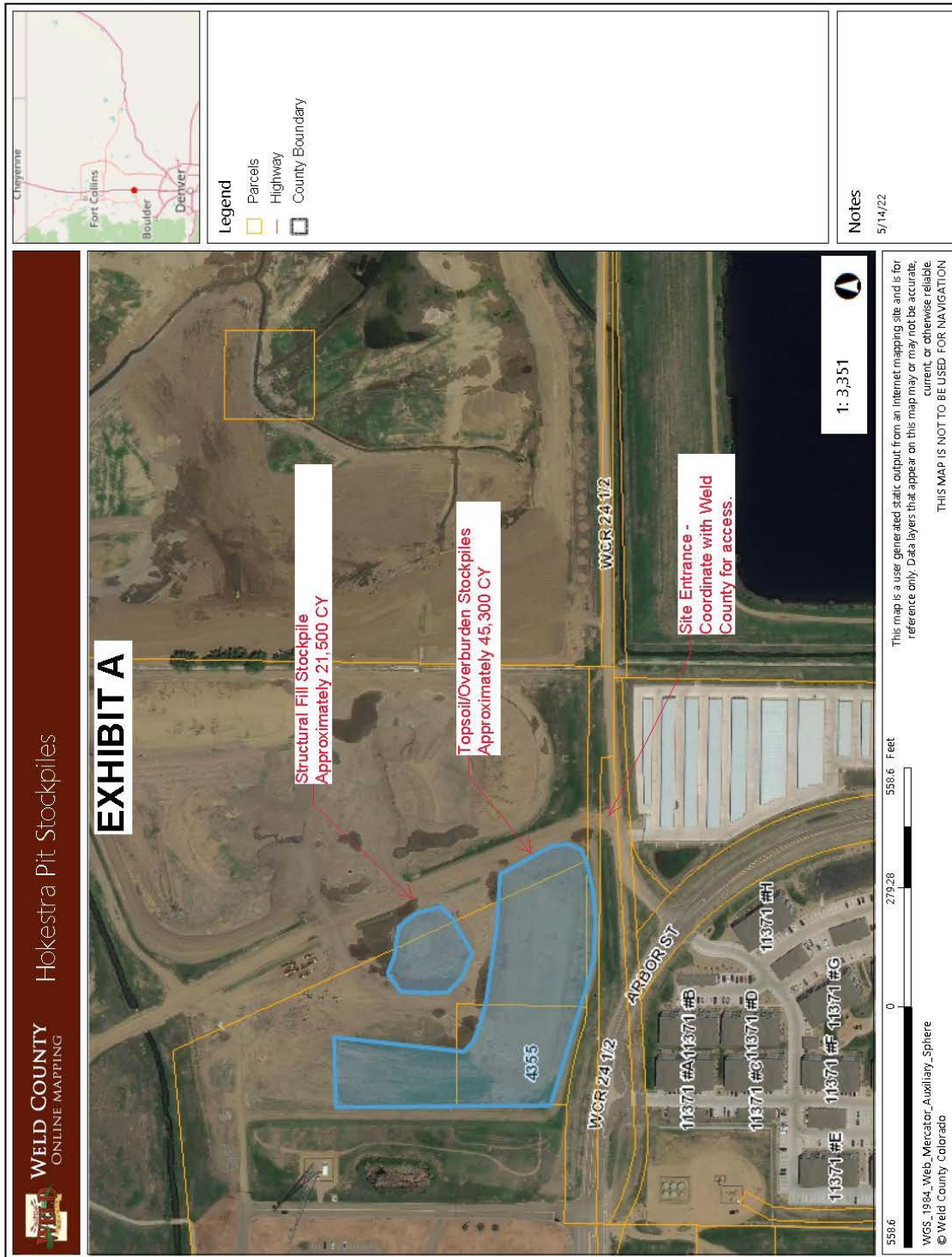
ATTEST:
WELD COUNTY Clerk to the Board

BOARD OF COUNTY COMMISSIONERS,
WELD COUNTY, COLORADO

By: _____
(Deputy) Clerk to the Board

By: _____
Scott James, Chair

EXHIBIT A



**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 9.b

Discussion/Action

Meeting Date: January 25, 2023

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

Resolution 23-19: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TSG DEL CAMINO, LLC FOR THE PURCHASE OF HOKESTRA GRAVEL PIT STRUCTURAL FILL MATERIAL

SUMMARY

The proposed agreement between the Town of Firestone and TSG Del Camino, LLC authorizes the purchase by TSG Del Camino, LLC of the dirt the Town is acquiring from Weld County and obligates coordination between the parties.

HISTORY AND PREVIOUS BOARD ACTION

This proposed agreement is subject to the approval of Resolution 23-19 the Board of Trustees is considering at its regular meeting on January 25, 2023.

RECOMMENDATION

Staff recommends approval of Resolution 23-19.

ALTERNATIVES

ATTACHMENTS

1. TSG Del Camino Hokestra Gravel Pit Agreement
2. Resolution 23-18

FINANCIAL CONSIDERATIONS

TSG Del Camino, LLC will pay the Town of Firestone \$267,336 for two stockpiles of dirt, and an additional \$4 per cubic yard for any additional materials within 30 days of taking possession of the material.

AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TSG DEL CAMINO, LLC FOR THE PURCHASE OF HOKESTRA GRAVEL PIT STRUCTURAL FILL MATERIAL

WHEREAS, the Town of Firestone (“Firestone”) has purchased from Weld County two stockpiles of structural fill material (“material”) at the Hokestra Gravel Pit generated by Weld County’s mining process; and

WHEREAS, Firestone also agreed to purchase additional material resulting from the mining activities at the Hokestra Gravel Pit; and

WHEREAS, TSG Del Camino, LLC (“Del Camino”) desires to purchase the Hokestra Gravel Pit materials acquired by Firestone for use in its economic development project located within the Town of Firestone.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. TERM: This Agreement shall be effective from its date of execution and terminate on June 30, 2023.
2. CURRENT STOCKPILES OF MATERIALS: Firestone has agreed to purchase the two stockpiles of materials identified in Exhibit A, which is attached hereto and made a part of this Agreement.
3. PARTIES’ OBLIGATION TO COORDINATE MATERIAL REMOVAL: The parties will coordinate material removal such that both Firestone and Del Camino can be present at the Gravel Pit (4209 County Road 24.5) which is where the materials are stored. Weld County will provide access for the parties to Gravel Pit to remove the two stockpiles and any additional materials purchased by Del Camino from Firestone. Removal of the materials shall be in accordance with Weld County’s requirements.
4. FIRESTONE’S OBLIGATIONS DURING MATERIAL REMOVAL: Firestone will be responsible for obtaining all permits needed to move materials from the Gravel Pit to Del Camino’s chosen destination; however Del Camino shall be responsible for the cost of removal of all stockpiles of materials which it purchases from Firestone. Del Camino will be responsible for all traffic control on County Road 24.5 and Firestone Boulevard. Del Camino will be responsible for any mud tracked by its vehicles onto County Road 24.5 and Firestone Boulevard. Del Camino will employ mitigation for any dust generated as a result of the loading or unloading of material. Firestone will not dig below the surrounding grade of the material stockpiles. Del Camino will leave the ground surface flat at the current elevation. Del Camino will perform all work under this Agreement in a manner consistent with the professional standard governing such work and the provisions of this Agreement and will conform to the performance standards and requirements set in compliance with the ordinances, resolutions, rules and regulations of the town and in compliance with other applicable laws.

5. PAYMENT FOR MATERIALS: The purchase price for the two existing stockpiles of materials under this Agreement shall be \$267,336.00, which Firestone acknowledges is the equivalent price Firestone paid Weld County for such materials. Del Camino may purchase additional stockpiles of material from Firestone at the same cost Firestone pays Weld County for such additional materials, a rate of \$4.00 per cubic yard. Payment shall be due no later than thirty days after Del Camino takes possession of the materials.
6. NO ASSIGNMENT: Any assignment by either Party under this Agreement shall be null and void without prior written consent from the other Party.
7. ENTIRE AGREEMENT: This writing, together with the exhibit attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter herein, and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.
8. NO THIRD-PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the Parties that any entity other than the Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.
9. SEVERABILITY: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties.
10. MODIFICATION AND BREACH: This Agreement contains the entire agreement and understanding between the Parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the Parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party, or waiver of, a breach by any other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
11. NOTICES: All notices required herein shall be personally delivered or mailed via First Class Mail to the Parties' representatives at the addresses set forth below:

TOWN OF FIRESTONE
A.J. Krieger
Town Manager
9950 Park Avenue

TSG DEL CAMINO, LLC
Michael H. Staenberg
Manager
2127 Innerbelt Business Center Dr., Ste. 200

Firestone, CO 80504
Phone: 303-833-3291

St. Louis, MO 63114
Phone: 314-513-1500

12. NO WARRANTY: Firestone makes no warranty regarding the suitability of the material for any intended use by Del Camino.
13. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute shall be in the District Court for Weld County.
14. NON-APPROPRIATION: Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20 and any obligation of Firestone is subject to the annual appropriation of funds by its Board of Trustees. Any failure of a Board of Trustees to appropriate funds shall terminate this Agreement upon expenditure of all appropriated funds.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate of the day and year first hereinabove written.

ATTEST:

TOWN OF FIRESTONE, COLORADO

By: _____

Kristi K. Bashor
Acting Town Clerk

By: _____

Drew Alan Peterson
Mayor

APPROVED TO FORM:

By: _____

William P. Hayashi
Town Attorney

ATTEST:

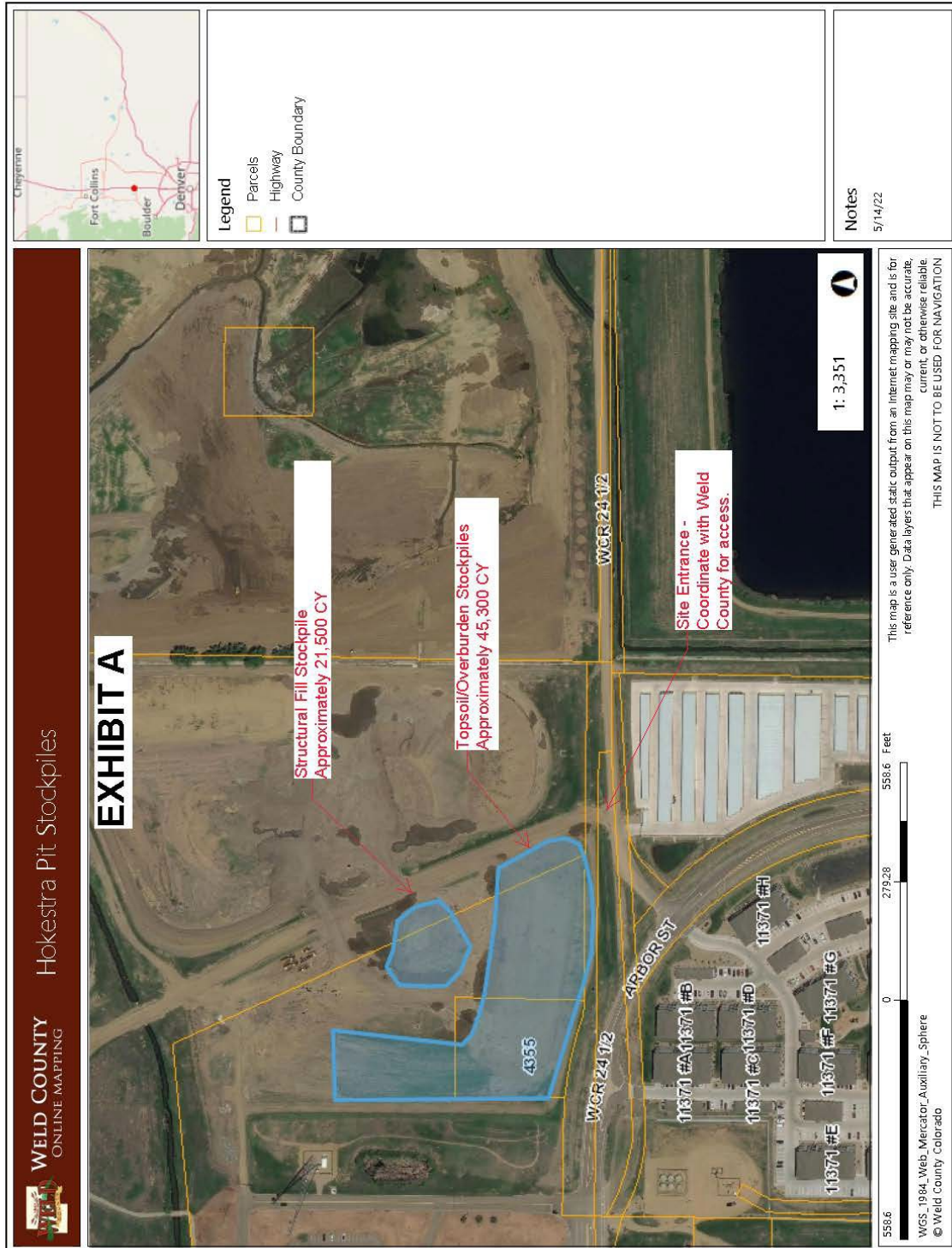
TSG DEL CAMINO, LLC

By: _____

By: _____

Michael H. Staenberg
Manager

EXHIBIT A



RESOLUTION NO. 23-18

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY COLORADO FOR THE REMOVAL OF MATERIAL LOCATED AT THE HOKESTRA GRAVEL PIT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this 25th day of January 2023, by and between the Town of Firestone, Colorado, a municipal corporation of the State of Colorado, hereinafter referred to as (“Firestone,”) and the County of Weld, State of Colorado, by and through the Board of County Commissioners of the County of Weld, Colorado hereinafter referred to as (“Weld County”)

WHEREAS, there are two stockpiles of material at the Hokestra Gravel Pit generated by Weld County’s mining process whose only use identified by the Weld County Department of Public Works is as backfill at the North Pierce Gravel Pit; and

WHEREAS, use of the material as backfill would incur an estimated six hundred thousand dollars in labor, maintenance, and fuel expenses for Weld County in addition to significant interruptions to ongoing construction and maintenance operations; and

WHEREAS, Weld County needs the stockpiles removed in order to create additional stockpiling areas to meet its obligations to the Central Colorado Water Conservancy District; and

WHEREAS, the Town, has identified a use for the materials to help further economic development in Firestone and Weld County; and

WHEREAS, both Parties are authorized to enter into this Agreement by C.R.S. Sec. 29-1-203 and the Colorado Constitution Article XIV, Sec. 18(2), the Parties hereby enter into this Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO: in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

The Intergovernmental Agreement between the Town of Firestone and Weld County for the removal of material located at the Hokestra Gravel Pit is approved in substantially the same form as the copy attached hereto as Exhibit A and made a part of this resolution and the Mayor is authorized to execute the Intergovernmental Agreement on behalf of the Town.

PASSED AND ADOPTED this 25th day of January 2023

TOWN OF FIRESTONE, COLORADO

By: _____
Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Kristi K. Bashor, Town Clerk

By: _____
William P. Hayashi, Town Attorney

EXHIBIT A

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE
COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
TOWN OF FIRESTONE AND WELD COUNTY COLORADO FOR THE REMOVAL OF
MATERIAL LOCATED AT THE HOKESTRA GRAVEL PIT

5 PAGES

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 9.c

Discussion/Action

Meeting Date: January 25, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-21: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES FOR THE TOWNS PUBLIC WORKS DEPARTMENT

SUMMARY

The proposed resolution is to purchase four pieces of equipment for the Public Works Department. The equipment will be used in the Town's Water and Stormwater Divisions. The equipment being purchased will be new additions.

HISTORY AND PREVIOUS BOARD ACTION

At the Board of Trustee work sessions in September and October 2022, staff presented a list of identified equipment proposed for the 2023 Budget.

RECOMMENDATION

Staff recommends that the Board approve Resolution 23-21, a resolution approving equipment purchases for the Public Works Department.

ALTERNATIVES

The Board may choose not to approve the resolution and provide staff with additional direction.

ATTACHMENTS

1. Res 23-21 Equipment Purchase for Public Works

FINANCIAL CONSIDERATIONS

The resolution includes an amount not to exceed \$50,700.00. Sufficient funds were budgeted in 2023 in the Water and Stormwater Funds.

RESOLUTION NO. 23-21

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES
FOR THE TOWNS PUBLIC WORKS DEPARTMENT**

WHEREAS, pursuant to C.R.S. 31-15-302, the financial powers of the Town of Firestone (“Town”) include the power to control the finances of the Town, appropriate money for municipal purposes and provide for payment of municipal expenses; and

WHEREAS, the Board of Trustees desires to approve the Public Works Department’s (“PWD”) purchase of equipment which is necessary for the performance of its water, and stormwater duties; and

WHEREAS PWD thus desires to expend an amount not to exceed \$50,700.00 for purchase of the following equipment;

Hydrant Buddy Tool (qty 2) for \$11,000.00
Arrow Gold RTK Kit (GIS Collection) for \$11,000.00
vLoc3-Pri-RTK, BT (Line Locator) for \$13,700.00
Hydraulic Breaker Attachment for \$15,000.00;

WHEREAS, the Board of Trustees finds that the purchase of such equipment is in the best interest of the Town.

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

Section 1. The Board of Trustees hereby approves the Public Works Department purchase of the equipment set forth in this Resolution.

INTRODUCED, READ AND ADOPTED this 25th day of January, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 9.d

Discussion/Action

Meeting Date: January 25, 2023

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Resolution 23-20: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND AVI-SPL LLC FOR THE MUNICIPAL BOARD AND COURTROOM PUBLIC INTERFACE IMPROVEMENT PROJECT.

SUMMARY

This Agreement will allow Town staff to work with AVI-SPL Inc to install and interface the 1Beyond Camera System. This system will address the Board of Trustees' desire to add features allowing residents to view business conducted during regular Board of Trustees meetings.

The installation will include four voice-triggered auto-switching cameras with a view of the Board of Trustees dais, the staff dais, and those speaking or presenting at the lectern or tables.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of Resolution authorizing execution of said Agreement and authorizing staff to expend funds

ALTERNATIVES

ATTACHMENTS

1. Reso 2023 AVI-SPL LLC Public Interface
2. Professional Services Contract - AVI

FINANCIAL CONSIDERATIONS

Equipment	\$ 22,629.72
Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system	
Professional Integration Services	\$ 19,692.94
Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL	
Direct Costs	\$ -
Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals	
General & Administrative	\$ 868.32
Includes all G & A expenses: vehicle mileage, shipping and insurance	
Services - Room Support and Maintenance	\$ 2,172.75
Includes post-installation support and maintenance options selected for installed rooms	
Total	\$ 45,363.73
Contingency	
Funds for an unforeseen event or circumstance	\$ 4,536.27
Total	\$ 49,900.00

RESOLUTION NO. 23-20

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND AVI-SPL LLC FOR THE MUNICIPAL BOARD AND COURTROOM PUBLIC INTERFACE IMPROVEMENT PROJECT

WHEREAS, The Town of Firestone (“Town”) desires to improve the public’s interaction with the Board of Trustees and Municipal Court when they are in session; and

WHEREAS a means of doing this is to install a camera and audio system which enhances the interface between the parties; and

WHEREAS the Town requested proposals and AVI-SPL LLC was the only responder and staff upon review of their submittal deems them a responsible bidder.

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

The Board of Trustees does hereby approve the Agreement between the Town of Firestone and AVI-SPL LLC for the Municipal Board Court Room Public Interface Improvement Project 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 25th day of January, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FROM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town" or the "Owner **AVI-SPL LLC.**", an independent contractor with a principal place of business at 6301 Benjamin Road, Suite 101, Tampa, Florida 33634 ("Consultant") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **Municipal Board and Court Room public interface improvement (A2023-9913)**.

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by the Consultant, the Town shall pay Consultant an amount not to exceed **\$49,900.00**. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials created or first conceived by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed in the course of performing the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant 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 Consultant.

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

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

VI. INDEPENDENT CONSULTANT

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

VII. INSURANCE

A. Consultant 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 Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, and shall cause any Sub-Consultant 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 Consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

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

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

VIII. INDEMNIFICATION

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

Consultant, or any officer, employee, representative, or agent of Consultant or of any Sub-Consultant of Consultant.

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

IX. WORKER WITHOUT AUTHORIZATION

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform work under this Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Consultant shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement, or enter into a contract with a Sub-Consultant that fails to certify to Consultant that the Sub-Consultant shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement.

C. Verification.

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

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

3. If Consultant obtains actual knowledge that a Sub-Consultant performing work under this Agreement knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement, Consultant shall: notify the Sub-Consultant and the Town within 3 days that Consultant has actual knowledge that the Sub-Consultant is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement; and terminate the subcontract with the Sub-Consultant if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the Sub-Consultant does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Consultant shall not terminate the subcontract if during such 3 days the Sub-Consultant provides information to establish that the Sub-Consultant has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement.

D. Duty to Comply with Investigations. Consultant 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 Consultant is complying with the terms of this Agreement.

X. 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.

XI. MISCELLANEOUS

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

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

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

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

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

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

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

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

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any

other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

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

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

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

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

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

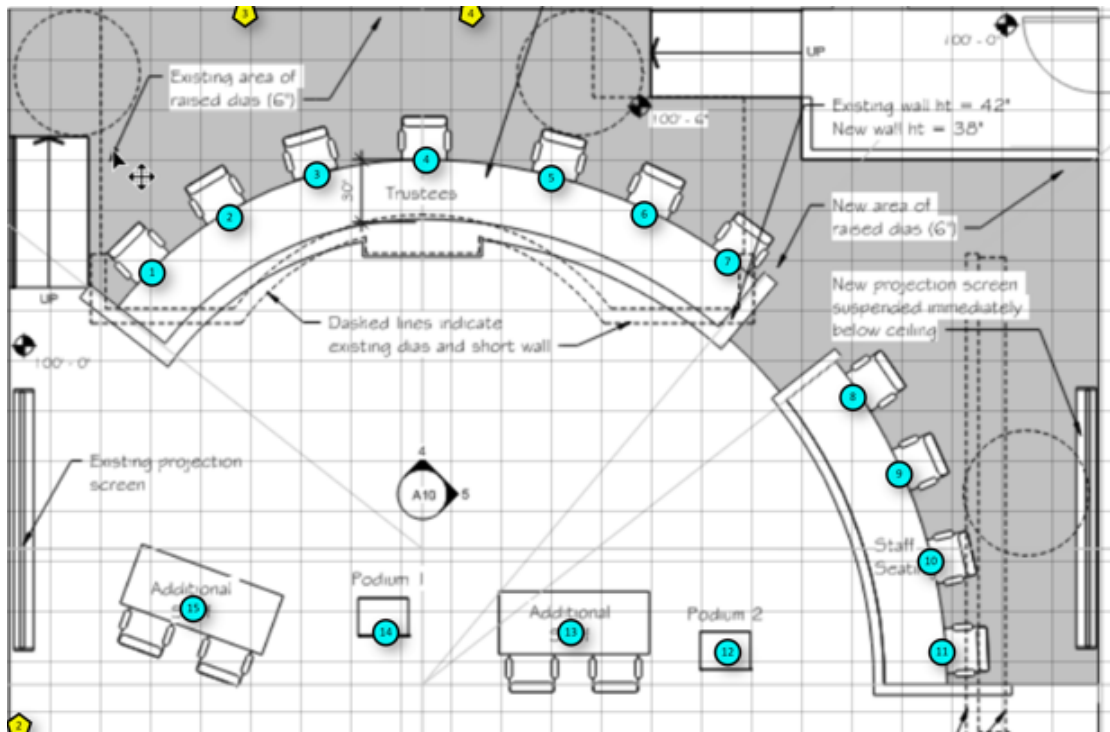
APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AVI-SPL, LLC

By: _____

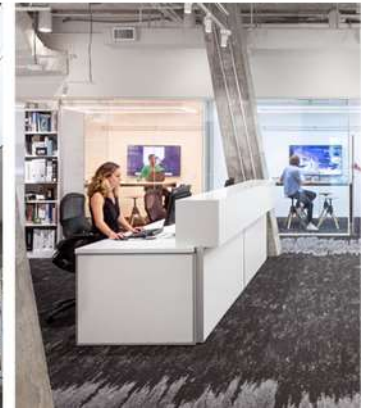
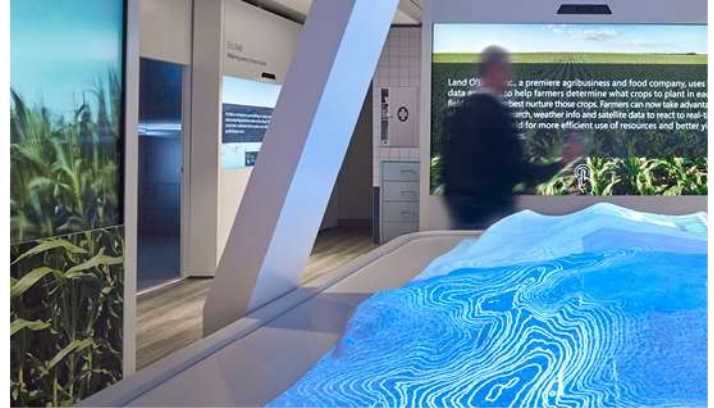
EXHIBIT A
SCOPE OF SERVICES



Proposal Prepared For

Town of Firestone

1Beyond Camera System



8560 Upland Drive
Suite 500
Englewood, CO 80112
(303) 792-3090
Fax: (303) 792-3094
www.avispl.com

Prepared by: Jon Pope
Jon.Pope@avispl.com
Proposal no: 409825-2

Thank you for the opportunity to provide this proposal.

We value our partnership with you.

At AVI-SPL, our goal is to build partnerships with our clients, and we appreciate our continued partnership with you.

We are dedicated to providing you with solutions that will enable your organization to perform at the highest level and be in a position to meet the challenges you face today and in the future.

You can count on the AVI-SPL team to deliver exceptional service and solutions to help you improve the user experience of your collaboration systems – anywhere in the world.

Our vision is to help your teams work smarter and live better.



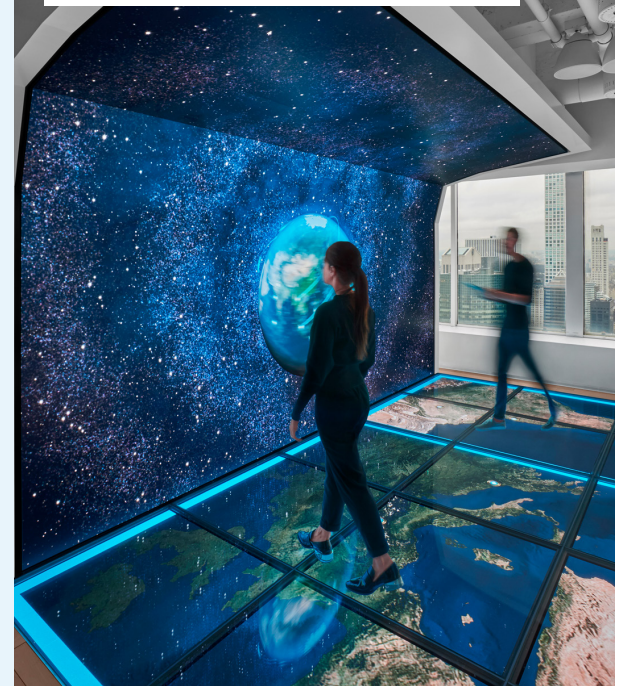
“

At AVI-SPL, our goal is to empower meaningful communication and collaboration.

We take your investment in collaborative solutions as seriously as you do.

That's why we're with you every step of the way, making sure you have the support to keep your business running smoothly and you get the return on investment you expect.

The hallmark of AVI-SPL's client success is our ability to keep pace with the technology trends that drive the way organizations operate, and to innovate and improve upon them so that we can offer customers a standard of quality that no other company can match.



When you partner with us as your trusted guide, you will experience:



Commitment

A partner **committed** to your success and making a positive impact on your organization and our world



Expertise

Expertise you can trust to guide your digital transformation and realize your business objectives



Proven Record

A **proven** track record of supporting deployment and managed services in-country, wherever needed



Global Reach

Optimized **global deployment** teams with in-country support teams to deliver localized solutions and service – anywhere in the world



Customer Experience

World-class **customer experience** with a continual improvement mindset informed by the ITIL methodology



Analytics

Focus on **actionable** business intelligence with routine reporting on key success metrics and usage analytics powered by our patented Symphony application

AVI-SPL SOLUTIONS

After careful and deliberate consideration of your requirements, we are pleased to provide the following audiovisual solutions. The solutions listed below are based on sound engineering principles, reliable technology, and have been formulated specifically to meet the requirements for this project.

Item Number	Project Scope Summary
1	AVI-SPL will provide and install a 1Beyond video camera system for Trustee Board Meetings in Firestone, Colorado as follows:
2	AVI-SPL will install a 1Beyond System with 4 cameras auto-switching system triggered by the voices on the mics as described below: Mics 1-7 are Trustees, covered in a single wide shot from camera 1. No individual talker close shots. Whenever a trustee talks, the VXP will switch to a wide shot of these 7 talkers. This view is the "Chairman". (mic 4 is selected as chairman and superlobe) Mics 8-12 are Trustee staff, covered in a single wide shot from camera 2. No individual talker close shots. Whenever a staff member talks, the VXP will switch to a wide shot of these 4 talkers. Mic 12 is in a superlobe with mic 13. If either of these mics talks, then camera 4 should look at a view that includes the podium and associated table. Mic 14 is in a superlobe with mic 15. If either of these mics talks, then camera 3 should look at a view that includes the podium and associated table. Please note that the cameras can pan, tilt, and zoom however they will be pre-positioned to keep the operation of the system simple. These cameras are not auto-tracking cameras. The total Investment Summary is followed by a equipment breakout.
3	
4	Cost for insurance is included in this bid. Cost for bond and prevailing or overtime wages, permits, and taxes are not included. Bond cost will add 1.5% to the bid total. Additional Inclusions and Exclusions are listed below, with all backing, conduit and electrical work by others.
5	
6	Warranty: A one year warranty to support the manufactures warranties and installation workmanship is included for equipment purchased from AVI-SPL. Additional details and options are available upon request.
7	
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Investment Summary

Prepared For:	Raelynn Ferrera	Prepared By:	Jon Pope
	Town of Firestone	Date Prepared:	12/30/2022
	9900 Park Ave	Proposal #:	409825-2
	Firestone, CO 80504-7820	Valid Until:	01/30/2023

Total Equipment Cost \$22,629.72

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

Professional Integration Services \$19,692.94

Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

Direct Costs \$0.00

Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

General & Administrative \$868.32

Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

Services - Room Support and Maintenance \$2,172.75

Includes post-installation support and maintenance options selected for installed rooms

Subtotal	\$45,363.73
Tax	Exempt (*)
Total	\$45,363.73

* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

Purchase orders should be addressed to AVI-SPL LLC

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC are the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved

Terms and Conditions

This Proposal together with AVI-SPL's General Terms and Conditions and the applicable Addendum(a) located here and incorporated herein by this reference (collectively the "Agreement") constitutes the entire agreement between AVI-SPL LLC ("Seller", "AVI-SPL", "we", "us", "our") and the buyer/customer identified in the Proposal ("Buyer", "Customer", "Client", "you", "your") with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Any terms and conditions contained in Buyer's purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Billing and payment terms for Stand-alone Services are set forth in the applicable Service Addendum(a). Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

Link to AVI-SPL Terms and Conditions: <https://avispl.com/terms-of-use/>

Buyer Acceptance

Buyer Legal Entity

Buyer Authorized Signature

Buyer Authorized Signatory Title

Buyer Authorized Signatory Name

Date

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Room Summary - Chambers Video System

Equipment List

Mfg	Description	Qty
	<u>TOWN OF FIRESTONE CAMERA SYSTEM</u>	
	<u>AUTO-SWITCHING CAMERA SYSTEM HARDWARE</u>	
CRESTRON	1 BEYOND CAMERA, PTZ-IP20 20X OPTICAL ZOOM	4
CRESTRON	1 BEYOND CAMERA PROCESSING, VOICE ACT. AUTOMATE VX PR	1
BLACK MAGIC DESIGN USA	MICRO CONVERTER, BI-DIRECT SDI/HDMI 3G W/PSU	1
	<u>CONTROL SYSTEM HARDWARE</u>	
	EXISTING CRESTRON CONTROL SYSTEM	0
MAGWELL	DONGLE, USB CAPTURE SDI 4K PLUS (SDI LOOP OUT)	1

Room Support and Maintenance

Elite Maintenance Services - Room; 12-months

\$2,172.75

Equipment Total	\$20,978.30
Installation Materials	\$1,651.42
Professional Services	\$19,692.94
Direct Costs	\$0.00
General & Administrative	\$868.32
Services - Room Support and Maintenance	\$2,172.75
Subtotal	\$45,363.73

For informational purposes only – all Purchase Orders must match Investment Summary details.

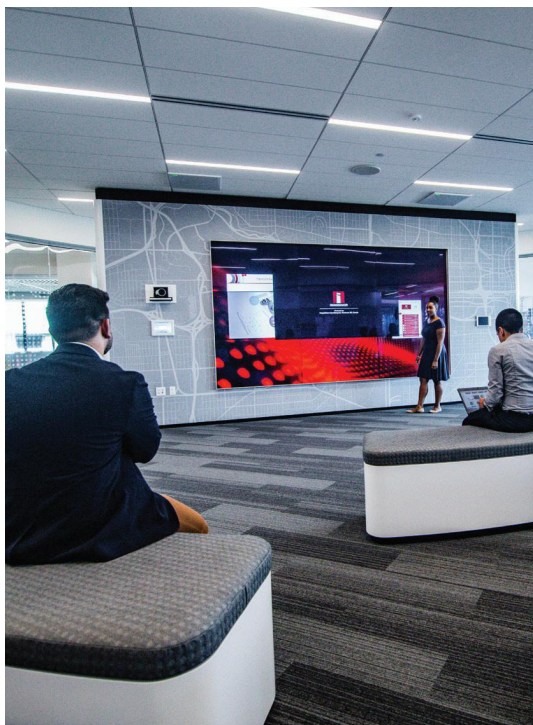
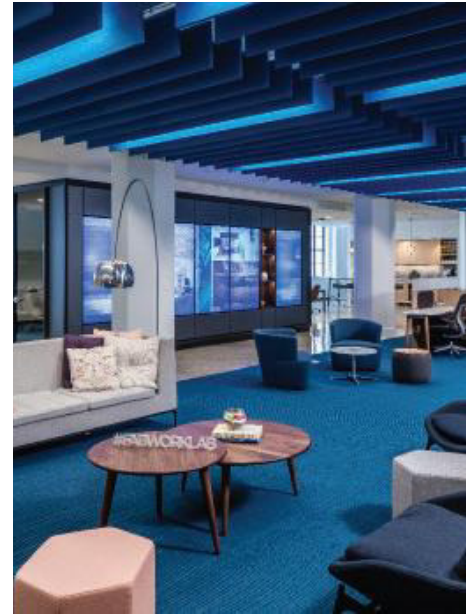
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Integration Inclusions and Exclusions

Inclusions

The following items are **included** in this proposal unless **specifically noted otherwise** within this proposal document or scope of work statement:

- All equipment, wire, and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming, and testing.
- Documentation package including complete as-built AV system diagrams, and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regard to installing the system.
- User demonstration of full AV system operation for final sign-off.



Any additional trips, labor, or materials due to failure of the other workforces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

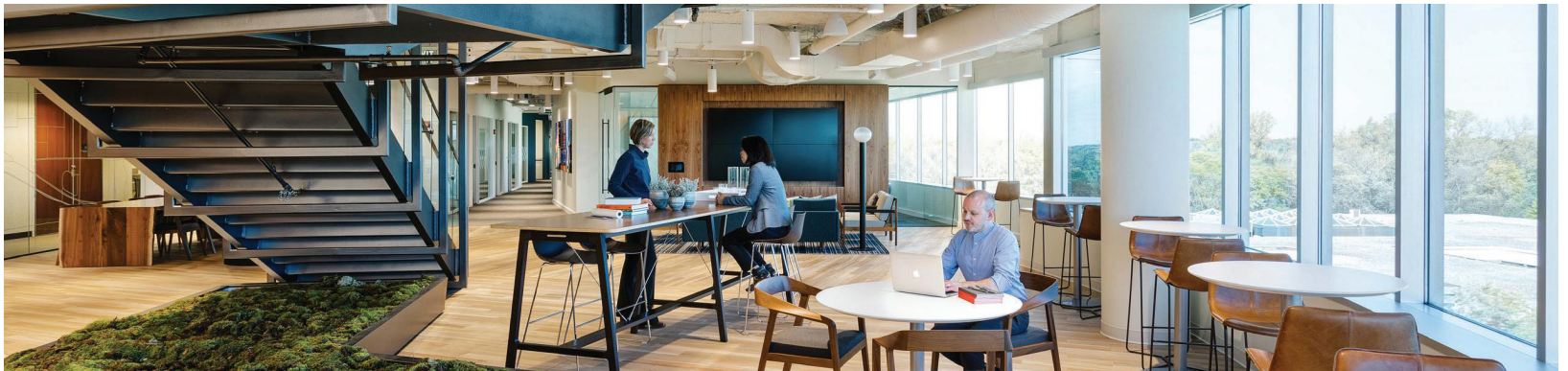
Unless otherwise agreed in writing by AVI-SPL, all work performed by AVI-SPL will take place between the hours of 8:00 a.m. and 6:00 p.m. local time, Monday through Friday, excluding public and bank holidays. If AVI-SPL is required to perform work outside of these hours, customer will be charged AVI-SPL's standard overtime rates. Any changes in the hours or days of performance must be agreed to in writing by AVI-SPL.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

Exclusions

The following items are **excluded** from this proposal **unless specifically identified otherwise** within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including, but not limited to, 110VAC, conduit, core drilling, raceway, and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching, and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal, or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement, and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching, or finishing, of architectural surfaces.
- Permits (unless specifically provided for elsewhere in this proposal document or scope of work statement).
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing. or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable, and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.



Addendum to General Terms and Conditions – Global Chip Shortage

Due to global semiconductor chip shortages, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such shortages. However, Seller is working with its global suppliers on a daily basis to understand the impact of this chip shortage on delivery timelines and will use reasonable efforts to keep Buyer apprised of anticipated delivery timelines and delays. Should Buyer elect to purchase equipment immediately upon placement of order to mitigate delays, Seller will immediately bill Buyer upon placement of such order and Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. AVI-SPL will store such equipment in its warehouse until delivery to Buyer. Warranty on such equipment shall commence upon delivery of the equipment to AVI-SPL's warehouse, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

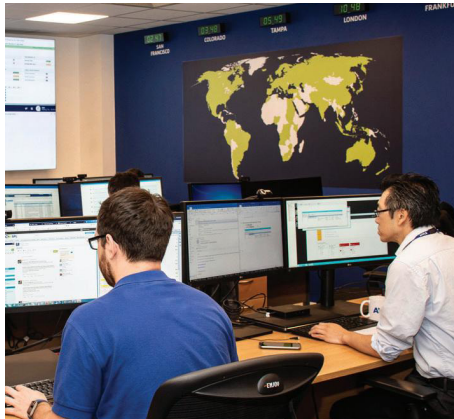
Global Support and Maintenance

AVI-SPL's Global Support and Maintenance services relieve you of the day-to-day burden of maintaining your collaboration technology estate, keeping your teams connected, and concentrated on delivering business value.

Elite Support

Our Elite services give you an extra level of onsite responsiveness and support with:

- **Unlimited onsite support M-F, 8am-5pm***
- **Unlimited remote help desk support – available globally 24x7x365**
- Facilitation of manufacturer repair or replacement programs – **let us navigate your warranty terms**
- **Software and firmware updates** managed remotely for covered assets



Global Support Operations Centers

- AVI-SPL's Global Support Operations Centers (GSOs) deliver live help desk support 24x7x365.
- Offering quick and efficient email, phone, and portal communications options.
- The GSOs will diagnose a problem, implement a repair remotely, or escalate to a specialist.

Repair/Replacement Facilitation – Some equipment may be repairable or replaced at no charge under the manufacturer's warranty policy. Labor for onsite installation of parts covered under manufacturer warranty may be subject to our current standard time and material rates. The help desk will assist in arranging the return of the defective equipment to the manufacturer for service/replacement as applicable.

Software Updates and Upgrades – access to the help desk for customer-initiated software updates and upgrades remotely available per manufacturer recommendation. Updates are provided on an as needed basis. Once an issue is reported, the remote help desk coordinates with you and the manufacturer to determine the best course of action. If a programmer is required, additional charges may apply at the applicable rate for those services.

Unlimited Onsite Support – available Monday through Friday, 8 a.m. - 5 p.m.*, excluding company holidays, with travel included. Where applicable, AVI-SPL will provide a two-business day onsite response following the help desk's determination that an onsite dispatch is needed.

*Local standard time excluding AVI-SPL published holidays. For customers in the Middle East, services will be provided Sunday through Thursday from 8 a.m. – 5 a.m. local standard time, excluding United Arab Emirates (UAE) national holidays.

Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	10,843.25	Direct Deposit Net	531,867.14	Informational	0.00
1-06	PD Shift Supervisor	17.00	Net	8,045.07	Fringe Benefits	1224.27
2-00	Overtime Pay	95.75	3rd Party Pay Net	2,956.50		
3-00	Paid Time Off & EIB	1,692.54				
5-00	Call Outs	4.00				
5-03	Standby	0.00				
7-00	HolidayTO, Holiday Wrk	1,792.00				
8-10	PD Grant/Contracts	14.50				
8-00	Miscellaneous Pay	60.00				
8-25	Reserve Active Duty	0.00				
8-26	PHE - Public Health Emerg	114.50				
8-27	Leave of Absence wo Pay	8.00				
9-01	Comp Time Earned	57.25				
9-02	Comp Time Used	102.88				
Grand Totals:		<u>14,801.67</u>		<u>542,868.71</u>		<u>1224.27</u>

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	619,955.69	8-16	Employee Bonus	0.00	61-02	HSA7300	-8,441.84
1-03	Mayor/Trustee	2,150.00	8-20	Retro Pay (non-FPPA)	0.00	61-10	FSA- Dependent Care	-2,061.64
1-10	1099 Contract	6,800.00	8-25	Reserve Active Duty	0.00	61-11	FSA- Limited Purpose	-371.66
1-06	PD Shift Supervisor	1,129.44	8-26	PHE - Public Health Emergenc	4,640.88	61-12	FSA - Medical	-2,489.94
2-00	Overtime	5,321.81	9-02	Comp Time	2,864.78	62-00	Dental Insurance	0.00
3-01	PTO	43,107.75	19-00	3rd Party Pay	3,000.00	63-00	Vision	0.00
3-05	PTO Payout	3,520.55	21-02	Cell Phone Stipend	250.00	64-97	Critical Illness Insurance	-902.20
3-10	Contract PTO	48.36	22-01	Benefit Stipend	462.70	64-98	Vol/ADD, Sps,Chld LIFE	-2,123.66
4-01	EIB	0.00	30-04	Life Ins > 50k	1,224.27	64-99	Accident Insurance	-1,004.10
5-01	Call Outs	60.00	50-01	FPPA 457	-2,220.07	70-01	Misc Deduction	0.00
5-02	PD Call Outs	91.20	50-02	FPPA PD Pension	-27,776.56	70-02	Child Support	-837.50
5-03	Standby	0.00	50-03	FPPA ROTH	-350.00	70-03	Garnishment	0.00
7-01	Holiday Time Off	42,216.78	51-01	PERA	-43,425.47	70-04	Equipment	-171.25
7-02	Holiday Work SW	8,955.07	51-02	PERA+457	-943.82	70-05	ICMA Loan Payment	0.00
7-03	Holiday Work NSW	0.00	51-03	PERA Life	-108.50	74-00	Soc Sec	0.00
8-01	Misc Pay	0.00	51-05	PERA 401k	-1,301.42	75-00	Medicare	-10,489.82
8-02	Retro Pay	548.56	51-07	PERA 457 Roth	-1,023.08	76-00	FWT	-70,429.59
8-04	Bereavement	1,712.08	52-01	Mission Square 401a	-250.00	77-00	SWT	-25,251.00
8-06	Snow Day	0.00	52-02	Mission Sq 457b-PreTax	-550.00	79-00	3rd Party Medicare	-43.50
8-08	Pd Admin Leave	0.00	52-04	MissionSqu 457b-PostTax	-192.30	85-00	Net Pay - check	8,045.07
8-10	PD Grant	991.80	60-00	Health Insurance	-229.16	86-00	Dir Deposit	531,867.14
8-12	Jury Duty	0.00	61-01	HSA3650	-1,970.66	89-00	3rd Party Net	-2,956.50
8-13	Military Leave	0.00						

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	20,832.48	61-02	HSA7300	6,300.00	75-00	Medicare	10,533.32
51-01	PERA	72,074.48	62-00	Dental Insurance	7,946.87	91-00	Long Term Disability	1,812.50
51-04	PERA AED/SAED	597.70	63-00	Vision Insurance	1,429.48	92-00	Short Term Disability	2,378.70
52-01	Mission Square 401a	0.00	64-97	Critical Illness Insurance	0.00	93-00	Police Pension	7,134.00
52-02	Mission Sq 457b-PreTax	1,938.46	64-98	Vol/ADD, Sps,Chld LIFE	0.00	94-00	Basic Life & AD&D	1,450.40
60-00	Health Insurance	124,028.77	64-99	Accident Insurance	0.00	95-01	Employee Asst Plan	730.24
61-01	HSA3650	2,700.00	74-00	Social Security	0.00	98-00	State Unemployment	1,450.50

Name	Total Paid
Total 4 RIVERS EQUIPMENT, LLC:	7,488.38
Total ABS CONCRETE INC:	48,534.00
Total ADAMSON POLICE PRODUCTS:	373.05
Total AIMS LOCAL COLLEGE DISTRICT:	9,000.00
Total AIRGAS INC:	410.69
Total ALAN PLUMMER AND ASSOCIATES, INC:	26,951.75
Total ALBERTSONS/SAFEWAY, INC.:	195.00
Total ALERT/SAM:	100.00
Total ALERUS (EMP FND/CLAIM REIMB):	9,032.79
Total ALERUS (FEE FUND):	942.56
Total ALERUS (WKLY CARD FUND):	3,467.71
Total ALERUS (COBRA):	167.00
Total ALTITUDE ARBORIST LLC:	9,925.00
Total AMAZON CAPITAL SERVICES:	12,065.01
Total AMERICAN CONSERVATION & BILLING SOLUTION:	400.00
Total ARCO CONCRETE INC:	648.00
Total Arrakeen Resource LTD CO:	9,065.00
Total ASPHALT SPECIALTIES-HENDERSON:	1,297.56
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total AUTO TRUCK GROUP:	7,462.70
Total AUTOZONE STORES LLC:	11.72
Total AXON ENTERPRISE INC:	80,469.14
Total B K TIRE, INC:	856.73
Total BAKER BUILDERS LLC:	47,723.12
Total BAREFOOT RESIDENTIAL LLC:	120.42
Total BASELINE INC:	2,786.00
Total BC INTERIORS:	11,356.00
Total BEACON COMMUNICATIONS LLC:	17,378.34
Total BELLS OF THE ROCKIES:	540.00
Total Black Hills Energy:	9,607.67
Total BLUE 360 MEDIA:	609.96
Total BOHANNAN HUSTON INC:	2,632.75
Total C & W TRUCK AND TRAILER, LLC:	595.41
Total CARBON VALLEY CHAMBER OF COMMERCE:	705.00
Total CATHOLIC HEALTH INITIATIVES COLORADO:	600.00
Total CDW LLC:	8,148.21
Total CELEGANS LABS INC:	12,997.12
Total CENTRAL WELD COUNTY WATER DISTRICT:	62.85
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	101,388.62

Name	Total Paid
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	11,800.00
Total CENTURY LINK:	796.27
Total CESARE, INC:	3,307.00
Total CHASE PAYMENTNET:	94,646.41
Total CHECK-IT CODE CONSULTING LLC:	1,581.32
Total CHICAGO TITLE (TUFTS):	44.55
Total CHRISTMAS DESIGNERS.COM LLC:	4,036.10
Total CIGNA HEALTH & LIFE INSURANCE CO:	243,618.34
Total CINTAS FIRST AID & SAFETY:	582.03
Total CMS ENVIRONMENTAL SOLUTIONS LLC:	390.00
Total COLORADO CIVIL GROUP INC.:	38,173.94
Total COLORADO GEOLOGICAL SURVEY:	141.38
Total COLORADO STATE TREASURER:	4,311.26
Total COLORADO TIRE RECYCLING, LLC:	1,493.75
Total CONCENTRA MEDICAL CENTERS:	659.50
Total Consolidated Electrical Distributors Inc:	1,650.00
Total DAKTRONICS, INC:	945.00
Total DANA KEPNER COMPANY INC.:	49,079.91
Total DBC IRRIGATION SUPPLY:	10,909.36
Total DELTA DENTAL OF COLORADO, INC:	15,716.26
Total DENVER REGIONAL COUNCIL OF GOVERNMENTS:	1,440.00
Total DESIGN CONCEPTS CLA, INC:	.00
Total DIGITAL DATA SERVICES, INC:	135.00
Total DITESCO LLC:	49,857.01
Total DONALD J. VAN METER & ASSOCIATED INC:	320.00
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	5,404.13
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	48,209.12
Total EXCEL DRIVER SERVICES LLC:	3,500.00
Total E-Z EXCAVATING INC:	10,687.50
Total FARIS MACHINERY COMPANY:	11,132.60
Total FIDELITY NATIONAL TITLE - S DENVER:	2.07
Total FIRST AMERICAN TITLE CO:	32.81
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	58.82
Total FIRST INTEGRITY TITLE COMPANY:	4.25
Total FIT FOR YOU LLC:	602.50
Total FLEXX PRODUCTIONS LLC:	708.02
Total FRANCE PUBLICATIONS, INC:	1,700.00
Total FREDERICK-FIRESTONE FIRE-FURA:	183.35
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	2,474.75

Name	Total Paid
Total FRONTIER BUSINESS PRODUCTS:	375.98
Total FUZION FIELD SERVICES LLC:	9,950.07
Total GRAINGER:	9,526.49
Total GRAVES CONSULTING LLC:	525.00
Total GREEN GIRL RECYCLING SERVICES:	215.00
Total GREEN MILL SPORTSMAN'S CLUB, INC:	400.00
Total HALCYON DESIGN LLC:	11,479.60
Total HAYASHI & MACSALKA, LLC:	1,258.00
Total HERITAGE TITLE - TUFTS:	.17
Total HUBCOM INC:	2,540.00
Total HULK ADDICTS HAULING AND JUNK REMOVAL:	2,786.00
Total HUSTLER TURF EQUIPMENT INC:	28,332.00
Total I BENEFIT TECHNOLOGY RESOURCES, LLC:	400.00
Total IAP PRODUCTION INC:	65.00
Total INTERSTATE FORD:	422.52
Total IWORQ SYSTEMS INC:	8,300.00
Total J&R ELECTRIC INC:	2,073.00
Total JAIME BROWER PSYCHOLOGICAL SERVICES:	225.00
Total JONES, STEPHEN:	2,200.00
Total KATHLEEN A. OATIS:	1,250.00
Total KG CLEAN INC:	5,500.28
Total KING CHEVROLET BUICK GMC:	107.68
Total KINSCO, LLC:	4,499.97
Total L. L. JOHNSON DISTRIBUTING CO.:	866.08
Total LANGUAGE NEXUS, INC:	440.00
Total LARRY'S MOBILE WELDING INC:	22,750.00
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	16,384.14
Total LENNAR COLORADO:	222.02
Total LEONARD RICE ENGINEERS, INC:	116,887.80
Total LEXISNEXIS RISK SOLUTIONS:	766.66
Total LITTLE THOMPSON WATER DISTRICT:	311.54
Total LONGMONT HUMANE SOCIETY:	1,225.00
Total LYONS GADDIS:	15,000.00
Total MAC EQUIPMENT INC LONGMONT:	38.82
Total MAIN STREET MAT COMPANY, INC:	972.57
Total MAXEY TRAILER SALES:	8,275.00
Total MCCANDLESS TRUCK CENTER, LLC:	2,109.88
Total MCCI, LLC:	21,171.00
Total MCGRANE WATER ENGINEERING, LLC:	4,062.60

Name	Total Paid
Total MINDSHARE HDV, LLC:	5,600.00
Total MISC VENDOR:	20,807.40
Total MOORE IACOFANO GOLTSMAN, INC:	2,860.00
Total MOUNTAIN STATES LIGHTING, LLC:	30,443.30
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	5,695.50
Total MUTUAL OF OMAHA INSURANCE CO:	18,588.54
Total NEIGHBORS POINT METRO DISTRICT:	111.25
Total NEW COAL RIDGE DITCH COMPANY:	100.00
Total NEW IPT INC:	3,352.50
Total NORTHERN COLORADO CONSTRUCTORS, INC:	358,574.34
Total NP125 Metropolitan District - FURA:	753.55
Total ODP BUSINESS SOLUTIONS LLC:	403.43
Total ONLINE SOLUTIONS LLC:	5,000.00
Total O'REILLY AUTO PARTS:	685.56
Total PERFORMANCE EQUIPMENT SERVICE:	700.00
Total PINNACOL ASSURANCE:	104,982.00
Total PIPEDREAMS VENTURES INC:	3,337.98
Total PITNEY BOWES PURCHASE POWER:	1,005.00
Total POCKET PRESS, LLC:	645.52
Total PRAIRIE MOUNTAIN PUBLISHING:	183.57
Total PSYCHOLOGICAL DIMENSIONS, LLC:	375.00
Total PUREWATER DYNAMICS, INC:	1,059.93
Total QUICK-SET AUTO GLASS:	475.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	100.00
Total RAPTOR MATERIALS LLC:	132,753.56
Total REDEMPTION ROAD COFFEE:	450.00
Total RESTITUTION / COURT REFUNDS:	1,404.42
Total RICHMOND AMERICAN HOMES:	14,188.83
Total RIPTIDE CAR & PET WASH:	403.25
Total ROCKY MOUNTAIN AWARD & TROPHY:	1,902.00
Total ROCKY MOUNTAIN RESERVE LLC:	6,000.00
Total ROCKY MOUNTAIN WILDLIFE SERVIC, INC:	543.35
Total SAFE BUILT COLORADO INC:	1,946.08
Total SAFETY AND CONSTRUCTION SUPPLY INC:	14,299.65
Total SALT LAKE WHOLESALE SPORTS:	882.00
Total SHERWIN WILLIAMS CO.:	230.83
Total SHORT D'S LLC:	100.00
Total SIMPLIFILE:	241.25
Total SIRCHIE FINGER PRINT LABORATORIES:	396.51

Name	Total Paid
Total ST VRain VALLEY SCHOOL DIST RE-1J:	427.04
Total ST. VRain LAKES METRO DISTRICT #2 - FURA:	347.58
Total STANTEC CONSULTING SERVICES INC:	30,930.00
Total STEELOCK GENERAL FENCE CONTRACTOR:	425.00
Total STEVE BALCEROVICH:	1,250.00
Total STEWART TITLE (PKR):	37.65
Total Sturgeon Electric Company:	9,504.77
Total SUN VALLEY ELECTRIC INC:	201,618.50
Total SUNBELT RENTALS INC:	6,061.08
Total TARGET SPECIALTY PRODUCTS:	1,938.42
Total THOMSON REUTERS-WEST:	221.45
Total TIMBERLAN, INC:	9,000.00
Total TISCHLERBISE INC:	5,965.00
Total TLTC DISTRIBUTING LLC:	52.00
Total TOP NOTCH ELECTRIC, LLC:	1,483.79
Total TRANSWEST TRUCK TRAILER RV:	507.15
Total TRI-TECH FORENSICS INC:	1,176.00
Total UMB BANK, NA:	2,500.00
Total UME CUSTOM EMBROIDERY:	3,715.70
Total UNITED STATES POSTAL SERVICE:	170.00
Total UNIVERSITY AUTO PARTS, INC:	18,502.19
Total UTILITY NOTIFICATION CENTER OF COLORADO:	340.60
Total UTILITY REFUNDS -1:	2,631.48
Total VALLI INFORMATION SYSTEMS:	5,874.91
Total Verizon Connect NWF INC:	453.70
Total VIA MOBILITY SERVICES:	5,040.00
Total VISION SERVICE PLAN - VSP:	2,877.74
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	4,269.50
Total WAGNER WELDING SUPPLY CO.:	8.40
Total WANDS & WISHES OCCASIONS:	775.00
Total WEAR PARTS & EQUIP CO. INC:	930.93
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,761.00
Total WELD COUNTY DETENTION CENTER:	909.15
Total WELD COUNTY INFORMATION TECHNOLOGY:	583.62
Total WESTERN PAPER DISTRIBUTORS:	479.05
Total WESTWATER RESEARCH, LLC:	5,000.00
Total WEX BANK:	234.56
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	369.97
Total WICKHAM TRACTOR CO, Inc:	155.96

Name	Total Paid
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	695.50
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	2,394.15
Grand Totals:	2,444,764.08

Name	Total Paid
MISC VENDOR	
Total 19 & 26 LLC:	6,599.32
Total COMMERICAL GLASS INC:	50.00
Total ELKSTONE INC:	50.00
Total EXPRESS SET FIXTURES LLC:	50.00
Total RENEWAL BY ANDERSEN:	300.00
Total STENER LLC:	13,356.50
Total WEBER FIRE DISTRICT:	401.58
Grand Totals:	20,807.40