



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

May 24, 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. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - a. Approval of May 10, 2023 BOT Regular Meeting Minutes
 - b. **Resolution 23-56:** 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 CERTAIN REAL PROPERTY LOCATED WITHIN DENMORE FILING NO. 1; AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DENMORE FILING NO. 1
 - c. **Resolution 23-61:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE PURCHASING CARD POLICY
 - d. **Resolution 23-62:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE TRAVEL POLICY
 - e. **Resolution 23-63:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADAPTING THE TOWN OF FIRESTONE PURCHASING POLICY

* 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.

6. Proclamation

- a. National Public Works Week

7. Presentation

- a. STAR Award Presentation

8. Discussion/Action

- a. **Resolution 23-57**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TOWN'S PUBLIC WORKS DEPARTMENT'S PURCHASE OF LIGHTS FOR THE FIRESTONE TRAIL
- b. **Resolution 23-58**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TOWN'S PUBLIC WORKS DEPARTMENT'S PURCHASE OF REPLACEMENT ATHLETIC FIELD GOODS FOR THE FIRESTONE SPORTS COMPLEX
- c. **Resolution 23-59**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLAYCORE WISCONSIN INC., DBA GAMETIME FOR INSTALLATION SERVICES OF SHADE STRUCTURES AT THE FIRESTONE SPORTS COMPLEX
- d. **Ordinance 1027**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTIONS 1.08.050 AND 13.08.010 OF THE FIRESTONE MUNICIPAL CODE REGARDING WATER DEDICATION REQUIREMENTS FOR RESIDENTIAL DWELLING UNITS
- e. **Resolution 23-60**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SIXTH ADDENDUM TO THE WATER SERVICE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CENTRAL WELD COUNTY WATER DISTRICT
- f. **Ordinance 1028**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE IMPOSITION OF

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AN IMPACT FEE TO FUND CAPITAL FACILITY EXPENDITURES BY THE
FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT FOR EMERGENCY
SERVICES; AND APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF FIRESTONE AND THE FREDERICK-FIRESTONE
FIRE PROTECTION DISTRICT PERTAINING TO SUCH IMPACT FEE

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

10. Reports

a. Staff

10.a.i. April Financial Report

b. Mayor

c. Trustees

11. Adjournment

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

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.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.a

Consent Agenda

Meeting Date: May 24, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of May 10, 2023 BOT Regular Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. May 10 BoT Minutes

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
May 10, 2023

1. Call to Order & Roll Call

The of the Town of Firestone met for a Regular Meeting on May 10, 2023, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 6:32 PM.

The following were present upon the call of the roll:

Mayor: Drew Petersen - **EXCUSED**

Mayor Pro-tem: Frank A. Jimenez

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

Staff: **Present:** Jan Sloat, Director of Human Resources; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant Town Manager; Katie Hansen, Director of Marketing & Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning & Development; David Angelo, Chief of Police; Kristi K. Bashor, Town Clerk; Miriam Gonzalez, Deputy Town Clerk; Ivy Pitts, Administrative Operations Coordinator; AJ Krieger, Town Manager; & Keith Martin, Town Attorney.

2. Pledge of Allegiance- Led by Cub Scout Troop 341

Cub Scout Pack 341 Led the Pledge of Allegiance.

a. Presentation of Mayor's Award to Cub Scout Troop 341

3. Approval of Agenda

Motion by Trustee Sharp, **second** by Trustee Conyac, to Amend the Agenda to remove the Executive Session (Item 13), All in Favor, **Motion carried.**

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

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

There was no public comment received.

5. Consent Agenda

Motion by Trustee Sharp, **second** by Trustee Doherty, to Approve Consent Agenda All in Favor, **Motion carried.**

- a. Approval of April 26, 2023 BOT Regular Meeting Minutes
- b. 2023 Water Leasing Recommendation Memo
- c. **Resolution 23-54:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING A GRANT OF PERMANENT EASEMENT FROM L.G. EVERIST, INCORPORATED FOR THE INSTALLATION, OPERATION, MAINTENANCE AND REPAIR OF A WATER STORAGE RESERVOIR TO BE KNOWN AS THE FIRESTONE PIT; AND APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND L.G. EVERIST FOR SUCH EASEMENT
- d. **Resolution 23-55:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN ALLOCATION OF COSTS AND REIMBURSEMENT OF EXPENSES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE LAST CHANCE DITCH COMPANY

6. Proclamation

- a. A Proclamation recognizing the Month of May 2023 as Mental Health Month
- b. A Proclamation recognizing the week of May 14th as National Police Week

7. Presentation

- a. George E. Heath Community Scholarship Presentation

8. Land Development

9. Discussion/Action

- a. **Resolution 23-52 :** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND POWER SERVICE, INC.,

FOR PUMP STATION DESIGN BUILD SERVICES FOR THE ST VRAIN WATER
TREATMENT PLANT'S SALT WATER DISPOSAL INJECTION WELL

Motion by Trustee Conyac, **second** by Trustee Sharp, to Approve **Resolution 23-52** : A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND POWER SERVICE, INC., FOR PUMP STATION DESIGN BUILD SERVICES FOR THE ST VRAIN WATER TREATMENT PLANT'S SALT WATER DISPOSAL INJECTION WELL

Roll Call Vote:

Yes: Trustee Conyac, Trustee Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried.

- b. **Resolution 23-53:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND NEW IPT INC., REGARDING THE ST. VRAIN WATER TREATMENT PLANT PROJECT

Motion by Trustee Conyac, **second** by Trustee Sharp, to Approve **Resolution 23-53:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND NEW IPT INC., REGARDING THE ST. VRAIN WATER TREATMENT PLANT PROJECT

Roll Call Vote:

Yes: Trustee Conyac, Trustee Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

- c. Community Survey Custom Questions Discussion

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

No public comment was received.

11. Reports

- a. Staff

AJ Krieger, Town Manager updated the board regarding the new Audio Visual System.

- b. Mayor

c. Trustees

Trustee Sharp, thanked the Public Works Department on their clean-up days, and spoke regarding solicitation rules.

Trustee Conyac, thanked the Public Works Department on their clean-up days, and gave a shout out to the Public Works Department and the Police Department for last night's storm clean up

12. Executive Session

13. Adjournment

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

Introduced and Approved the 24 of May 2023.

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A Peterson, Mayor

Kristi K Bashor, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.b

Consent Agenda

Meeting Date: May 24, 2023

Initiated By: Todd Bjerkaas

Dept: Planning & Development

AGENDA TITLE

Resolution 23-56: 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 CERTAIN REAL PROPERTY LOCATED WITHIN DENMORE FILING NO. 1; AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DENMORE FILING NO. 1

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 23-56, a resolution approving the Denmore Filing No. 1 Final Plat application with the following conditions:

1. All minor, technical corrections to the Final Plat shall be made to the Town's satisfaction.
2. Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.
3. Applicant shall provide an updated title commitment for the subject property contained within the Final Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars, confirming Developer is the owner of the Property and is the proper signatory to the Final Plat.
4. Prior to recordation of the Final Plat, a Phase III Drainage Report shall be approved by the Town.
5. Prior to recordation of the Final Plat, a Final Traffic Impact Analysis shall be approved by the Town.
6. Prior to recordation of the Final Plat, a Final Utility Study shall be approved by the Town.
7. Developer shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

SUMMARY

The Denmore Filing No. 1 Final Plat proposes a total of 252 lots consisting of 120 single-family detached residential lots, 132 paired home lots, and 23 tracts for future development, open space, landscaping, and drainage purposes on approximately 143.5 acres.

The Denmore property is located at the northwest intersection of Firestone Boulevard and Frontier Street.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

The Denmore property was annexed and zoned by the Town in July 2022. The Denmore preliminary plat was approved by the Town in January 2023.

ATTACHMENTS

1. Resolution 23-56
2. Denmore Filing No. 1 - Final Plat
3. Subdivision Agreement Form
4. Denmore Landscape CD's

RESOLUTION NO. 23-56

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 CERTAIN REAL PROPERTY LOCATED WITHIN DENMORE FILING NO. 1; AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DENMORE FILING NO. 1

WHEREAS, Denmore, LLC (“Applicant”), as the current owner of certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted a proposed final plat for the Property, entitled “Denmore Filing No. 1” (the “Final Plat”); and

WHEREAS, Applicant intends to transfer the Property that is the subject of the Final Plat to Tri Pointe Homes Holdings, Inc., who intends to improve and/or develop the Property to allow for the construction of 252 dwellings (“Developer”), in accordance with the Final Plat and the proposed Subdivision Agreement; 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.

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 Denmore Filing No. 1 Subdivision Agreement and to accept financial guarantees for improvements to be constructed by Developer.

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 Denmore 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 Final Plat shall be made to the Town’s satisfaction.

(b) Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.

(c) Applicant shall provide an updated title commitment for the subject property contained within the Final Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars, confirming Developer is the owner of the Property and is the proper signatory to the Final Plat.

(d) Prior to recordation of the Final Plat, a Phase III Drainage Report shall be approved by the Town.

(e) Prior to recordation of the Final Plat, a Final Traffic Impact Analysis shall be approved by the Town.

(f) Prior to recordation of the Final Plat, a Final Utility Study shall be approved by the Town.

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

Section 3. The Denmore Filing No. 1 Subdivision Development Agreement between the Town of Firestone and Developer is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**. The Mayor is authorized to execute the Subdivision Development Agreement on behalf of the Town.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the plat Denmore Filing No. 1 is hereby accepted by the Town of Firestone, subject however, to the condition that the Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

Section 5. The Mayor and Town Clerk are hereby authorized and directed to certify upon the final 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. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Denmore Filing No. 1 final plat shall be null and void if the conditions set forth in Section 2 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 K. Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Denmore Filing No. 1
Final Plat

EXHIBIT B
Denmore Filing No. 1
Subdivision Development Agreement

April 19, 2023 - 08:33 Dan Name: P:\Tbtfsc01\den\Sura\Final Drawings\Final Plat E1\VO1-Tbtfsc01-5100-F1 Final Plat.dwg, Updated By: JFelder © 2022 MANHARD CONSULTING, ALL RIGHTS RESERVED

OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION AND RIVERBEND LAND HOLDINGS LLC BEING THE OWNERS 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 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 N00°51'05"E, A DISTANCE OF 30.00 FEET TO THE INTERSECTION OF THE NORTH LINE OF FIRESTONE BOULEVARD AND THE WEST LINE OF WELD COUNTY ROAD NUMBER 15, BOTH RECORDED AT THE WELD 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 TO THE POINT OF BEGINNING.

CONTAINING 6,250,139 SQUARE FEET OR 143.486 ACRES, MORE OR LESS.

DISTANCE ARE U.S. SURVEY FEET;

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, AND TRACTS, AS SHOWN HEREON AND DESIGNATE THE SAME UNDER THE NAME AND SUBDIVISION OF DENMORE FILING NO. 1, AND DO HEREBY DEDICATE AND CONVEY TO THE TOWN OF FIRESTONE, COLORADO THE STREETS AND RIGHTS-OF-WAY FOR PUBLIC USES, TRACTS FOR SUCH PURPOSES AS INDICATED HEREON, THE UTILITY EASEMENTS FOR UTILITY PURPOSES AS SHOWN HEREON.

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 _____

IN WITNESS WHEREOF RIVERBEND LAND HOLDINGS LLC, 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 RIVERBEND LAND HOLDINGS LLC.

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF DENMORE FILING NO. 1 WAS APPROVED ON THIS ____ DAY OF _____, 20____, BY RESOLUTION NO. ____ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE, ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

ATTEST: _____
MAYOR TOWN CLERK

SURVEYOR'S CERTIFICATION

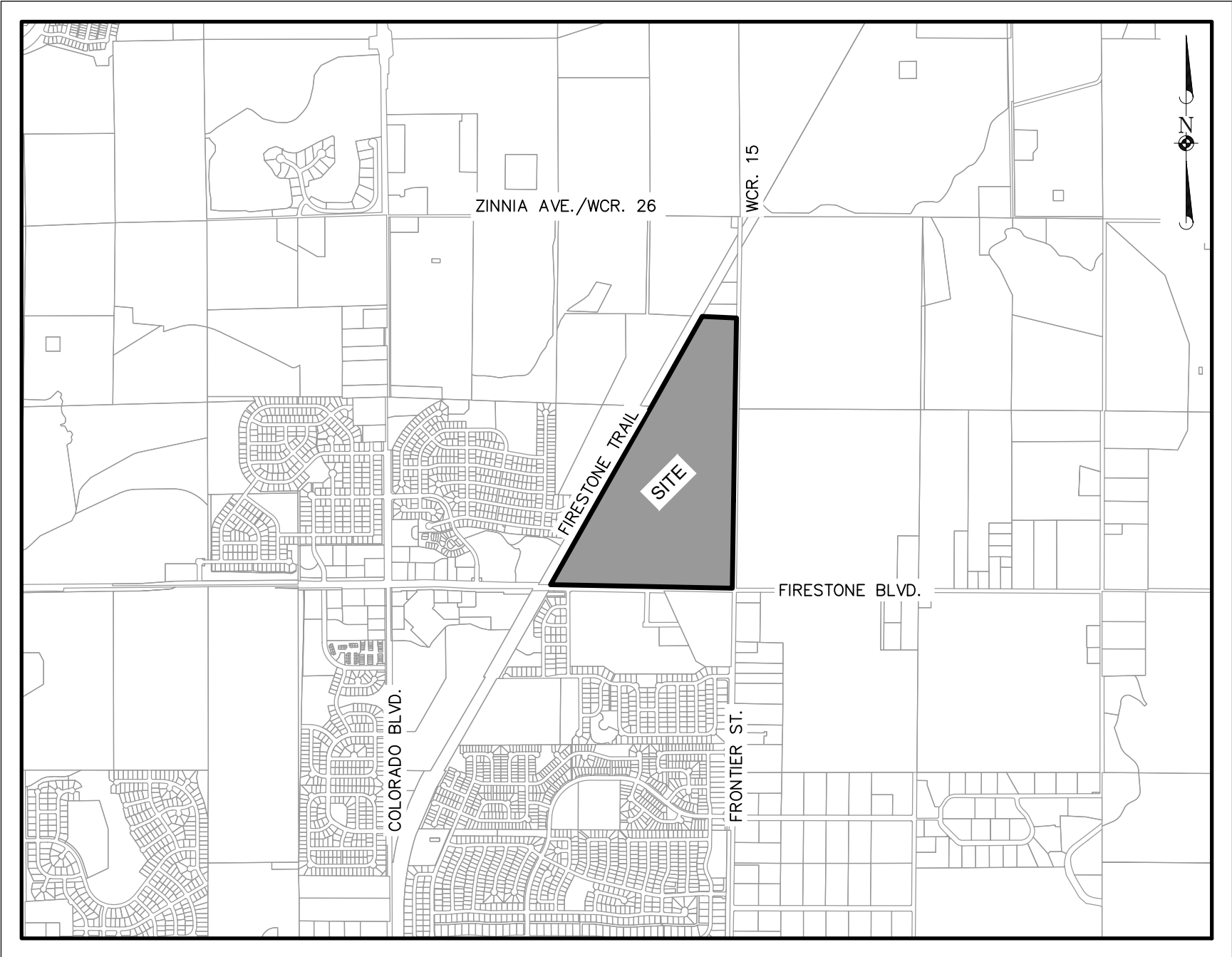
I, DAVID J. BERGLUND, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT WAS COMPLETED UNDER MY SUPERVISION USING APPLICABLE STANDARDS OF PRACTICE. THIS SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A WARRANTY, 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

FOR REVIEW ONLY

DENMORE FILING NO. 1

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
252 LOTS, 23 TRACTS, 143.486 ACRES, FILE NO. FP-23-003



VICINITY MAP

(1" = 2000')

ACCEPTANCE CERTIFICATE

THE DEDICATION OF TRACT(S) _____ IS(ARE) HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE METROPOLITAN DISTRICT.

METROPOLITAN DISTRICT

BY: _____ DATE: _____

TITLE: _____

STATE OF _____)
COUNTY OF _____)SS

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20__ BY _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL _____ (SEAL)

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

LAND DEDICATION REQUIREMENTS				
	CODE REQUIREMENT	TOTAL REQUIRED AREA FILING 1 (ACRES)	PROVIDED AREA (ACRES) ⁽²⁾	REMAINING AREA CASH-IN-LIEU (ACRES)
PARK LAND DEDICATION	5 ACRES/1,000 RESIDENTS	0.389	0.904	0.515
	POCKET PARKS			
NEIGHBORHOOD PARK ⁽¹⁾	3 ACRES/1,000 RESIDENTS	2.336	1.325	1.011
	COMMUNITY PARK ⁽³⁾	5 ACRES/1,000 RESIDENTS	3.893	3.893
OPEN SPACE DEDICATION	14 ACRES/1,000 RESIDENTS	10.902	27.546	16.644

- 1.325 ACRES WITHIN DENMORE FILING 1 TRACT L (POCKET PARK) WILL BE COUNTED TOWARDS NEIGHBORHOOD PARK REQUIREMENTS. THE REMAINING REQUIRED AREA WILL BE CASH-IN-LIEU PER FILING.
- PROVIDED DEDICATION AREA FOR THE ENTIRE SITE IS INCLUDED IN DENMORE FILING 1.
- ALL COMMUNITY PARK ACREAGE WILL BE CASH-IN-LIEU PER FILING.

NOTES

- 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°48'45" 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 08123C1895E WITH A MAP EFFECTIVE DATE OF JANUARY 20, 2016.
- THE SURVEYED PROPERTY CONTAINS A CALCULATED AREA OF 6,250,139 SQUARE FEET OR 143.486 ACRES, MORE OR LESS.
- SIDE LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE.
- A PERPETUAL EASEMENT OVER AND ACROSS ALL PARK, PARK EQUIPMENT, PARK FACILITIES AND ASSOCIATED PARK ELEMENTS INSTALLED UPON, ACROSS, OVER, THROUGH, AND WITHIN ANY TRACTS FOR THE PURPOSE OF PUBLIC ACCESS TO USE SUCH IMPROVEMENTS, AT ANY TIME FROM TIME TO TIME, FOR ACTIVE AND PASSIVE RECREATIONAL USES.

TRACT SUMMARY CHART

TRACT	AREA (S.F.)	AREA (AC.)	USE	OWNERSHIP	MAINTENANCE
TRACT A	984,430	22.599	OPEN SPACE/DRAINAGE	TOWN OF FIRESTONE	METRO DISTRICT
TRACT B	1,498,781	34.407	FUTURE DEVELOPMENT	DEVELOPER	DEVELOPER
TRACT C	49,741	1.142	FUTURE DEVELOPMENT	DEVELOPER	DEVELOPER
TRACT D	11,538	0.265	FUTURE DEVELOPMENT	DEVELOPER	DEVELOPER
TRACT E	3,000	0.069	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT F	373,511	8.575	FUTURE DEVELOPMENT	DEVELOPER	DEVELOPER
TRACT G	19,616	0.450	LANDSCAPE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT H	12,808	0.294	LANDSCAPE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT I	6,000	0.138	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT J	164,664	3.780	OPEN SPACE/DRAINAGE/UTILITIES	METRO DISTRICT	TOWN OF FIRESTONE
TRACT K	16,563	0.380	LANDSCAPE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT L	97,093	2.229	POCKET PARK	METRO DISTRICT	METRO DISTRICT
TRACT M	39,897	0.916	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT N	7,075	0.162	LANDSCAPE/DRAINAGE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT O	50,790	1.166	OPENSACE/DRAINAGE/UTILITIES	METRO DISTRICT	TOWN OF FIRESTONE
TRACT P	60,509	1.389	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT Q	16,473	0.378	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT R	319,748	7.340	FUTURE DEVELOPMENT	DEVELOPER	DEVELOPER
TRACT S	292,515	6.715	FUTURE DEVELOPMENT	DEVELOPER	DEVELOPER
TRACT T	12,500	0.287	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT U	56,320	1.293	FUTURE DEVELOPMENT	DEVELOPER	DEVELOPER
TRACT V	101,174	2.323	FUTURE DEVELOPMENT	DEVELOPER	DEVELOPER
TRACT W	9,131	0.210	FUTURE DEVELOPMENT	DEVELOPER	DEVELOPER

LAND USE SUMMARY TABLE

TYPE	NUMBER OF UNITS	AREA	% OF TOTAL AREA
RESIDENTIAL LOTS (PLATTED)	252	28.808	20.08%
TRACTS			
OPEN SPACE (TRACT A/J/O)		27.546	19.20%
POCKET PARK (TRACT L)		2.229	1.55%
LANDSCAPE (TRACTS E/G/H/I/K/M/N/P/Q/T)		4.464	3.11%
FUTURE DEVELOPMENT (TRACT B)		34.407	23.98%
FUTURE DEVELOPMENT (TRACT C)		1.142	0.80%
FUTURE DEVELOPMENT (TRACT D)		0.265	0.18%
FUTURE DEVELOPMENT (TRACT F)		8.575	5.98%
FUTURE DEVELOPMENT (TRACT R)		7.340	5.12%
FUTURE DEVELOPMENT (TRACT S)		6.715	4.68%
FUTURE DEVELOPMENT (TRACT U)		1.293	0.90%
FUTURE DEVELOPMENT (TRACT V)		2.323	1.62%
FUTURE DEVELOPMENT (TRACT W)		0.210	0.15%
PUBLIC ROW		18.168	12.66%
TOTAL	252	143.486	100.00%

FIRESTONE INFORMATION BLOCK

NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 1
PHASE NO.	N/A
PREPARATION DATE	12/22/2022
REVISION DATE	4/11/2023
GENERAL NOTES	SHEET 1 OF 10

DRAWN BY
REVISIONS
DATE

PER COMMENTS AND LOT CONFIG
04/11/23

Manhard CONSULTING

7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111, ph: 303.708.0500 manhard.com
Civil Engineering, Surveying, Geomatics, GIS, Construction Management | Water Resource Management

DENMORE FILING NO. 1

TOWN OF FIRESTON, COUNTY OF WELD, STATE OF COLORADO

FINAL PLAT

PROJ MGR: DJB
PROJ ASSOC: JAF
DRAWN BY: JAF
DATE: 12/22/22
SCALE: N/A

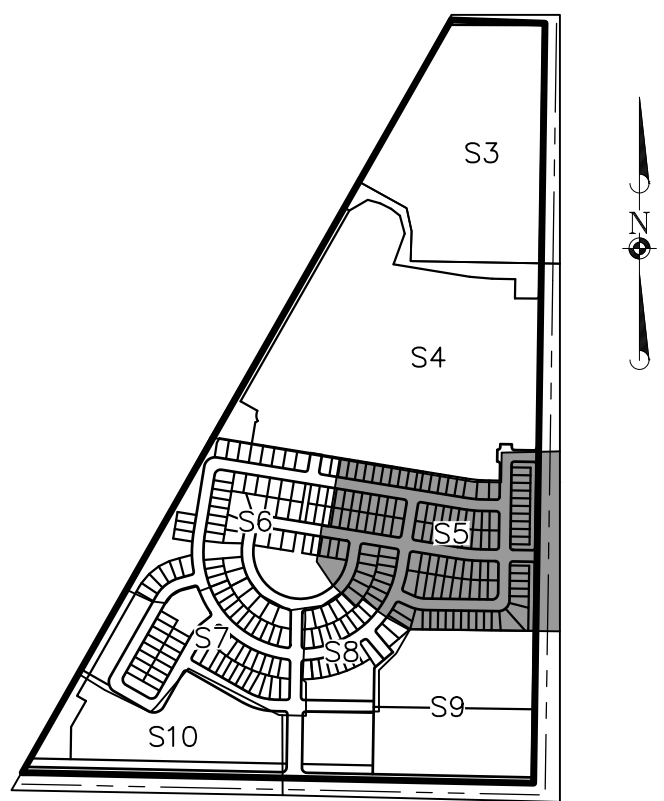
SHEET
1 OF 10
TPH.FSC001.00

PROJ MGR:	DJB
PROJ ASSOC:	JAF
DRAWN BY:	JAF
DATE:	12/22/22
SCALE:	1" = 100'

SHEET

4 OF 10

TPH.FSC001.00



KEY MAP

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

LINE TABLE		
LINE	BEARING	LENGTH
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'
L47	N80°44'49"W	45.00'
L48	S09°15'11"W	45.00'
L49	S09°15'11"W	40.00'
L50	S09°46'25"W	9.10'
L51	S12°33'57"W	30.47'
L52	S18°48'27"W	29.49'
L53	S19°36'15"W	10.04'
L54	S23°06'40"W	39.52'
L55	S26°38'32"W	10.38'
L56	S29°26'20"W	29.14'
L57	S33°40'50"W	30.81'

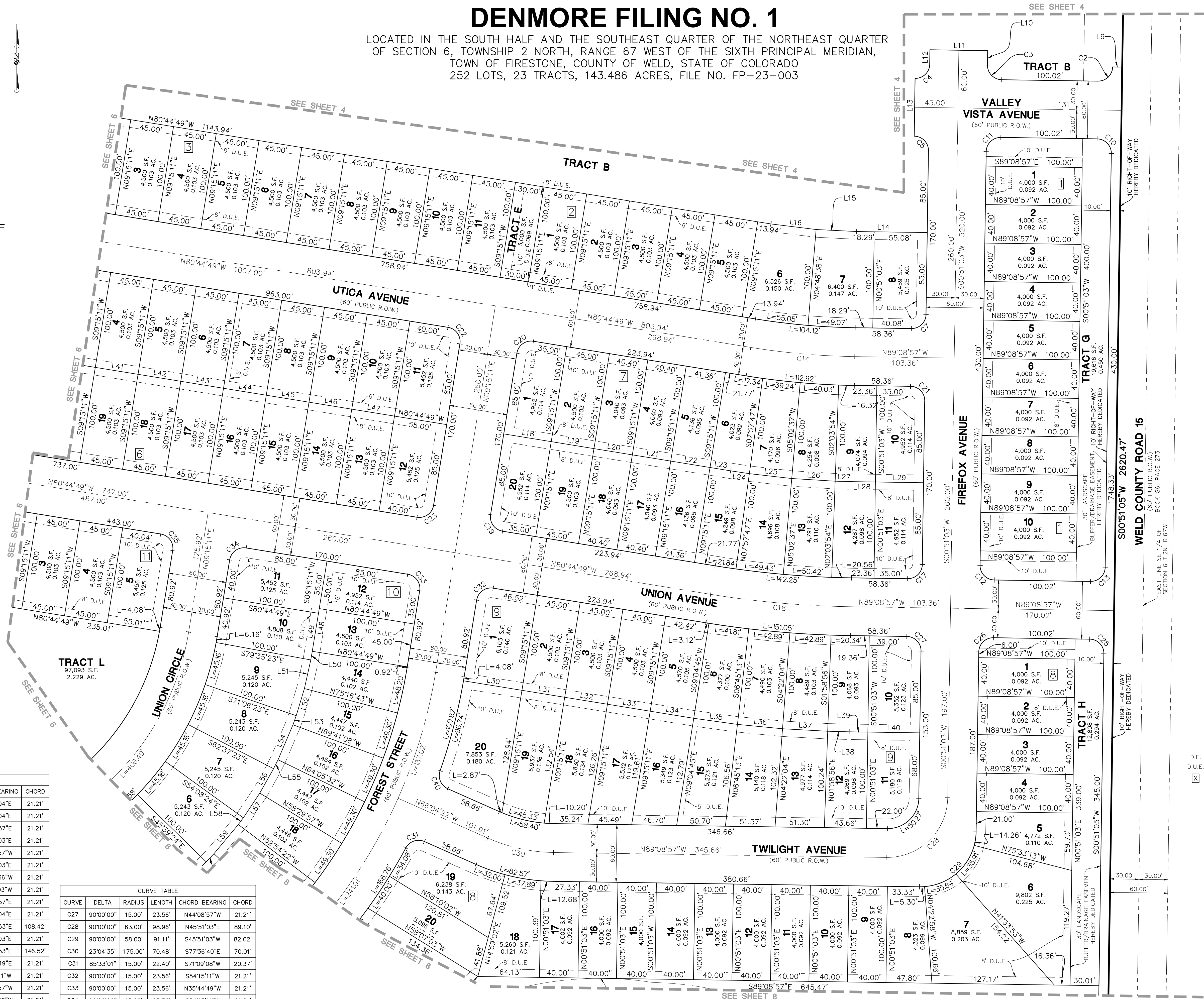
LINE TABLE		
LINE	BEARING	LENGTH
L58	S36°28'37"W	8.72'
L59	S39°53'26"W	39.52'
L131	N89°08'57"W	170.02'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	89°59'57"	15.00'	23.56'	N45°51'04"E	21.21'
C2	89°59'57"	15.00'	23.56'	N45°51'04"E	21.21'
C3	90°00'00"	15.00'	23.56'	N44°08'57"E	21.21'
C4	90°00'00"	15.00'	23.56'	N45°51'03"E	21.21'
C5	90°00'00"	15.00'	23.56'	N44°08'57"W	21.21'
C7	90°00'00"	15.00'	23.56'	N45°51'03"E	21.21'
C10	90°00'03"	15.00'	23.56'	N44°08'56"W	21.21'
C11	90°00'00"	15.00'	23.56'	S45°51'03"W	21.21'
C12	90°00'00"	15.00'	23.56'	S44°08'57"E	21.21'
C13	89°59'57"	15.00'	23.56'	N45°51'04"E	21.21'
C14	8°24'08"	740.00'	108.52'	S84°56'53"E	108.42'
C17	90°00'00"	15.00'	23.56'	N45°51'03"E	21.21'
C18	8°24'08"	1000.00'	146.65'	S84°56'53"E	146.52'
C19	90°00'00"	15.00'	23.56'	S35°44'49"E	21.21'
C20	90°00'00"	15.00'	23.56'	S54°51'11"W	21.21'
C21	90°00'00"	15.00'	23.56'	N44°08'57"W	21.21'
C22	90°00'00"	15.00'	23.56'	N35°44'49"W	21.21'
C23	90°00'00"	15.00'	23.56'	N54°51'11"E	21.21'
C25	90°00'03"	15.00'	23.56'	N44°08'56"W	21.21'
C26	90°00'00"	15.00'	23.56'	S45°51'03"W	21.21'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C27	90°00'00"	15.00'	23.56'	N44°08'57"W	21.21'
C28	90°00'00"	63.00'	98.96'	N45°51'03"E	89.10'
C29	90°00'00"	58.00'	91.11'	S45°51'03"W	82.02'
C30	23°04'35"	175.00'	70.48'	S77°36'40"E	70.01'
C31	85°33'01"	15.00'	22.40'	S71°09'08"W	20.37'
C32	90°00'00"	15.00'	23.56'	S45°15'11"W	21.21'
C33	90°00'00"	15.00'	23.56'	N35°44'49"W	21.21'
C34	90°00'00"	15.00'	23.56'	S54°55'11"W	21.21'
C35	90°00'00"	15.00'	23.56'	N35°44'49"W	21.21'
C40	85°33'01"	15.00'	22.40'	S23°17'52"E	20.37'

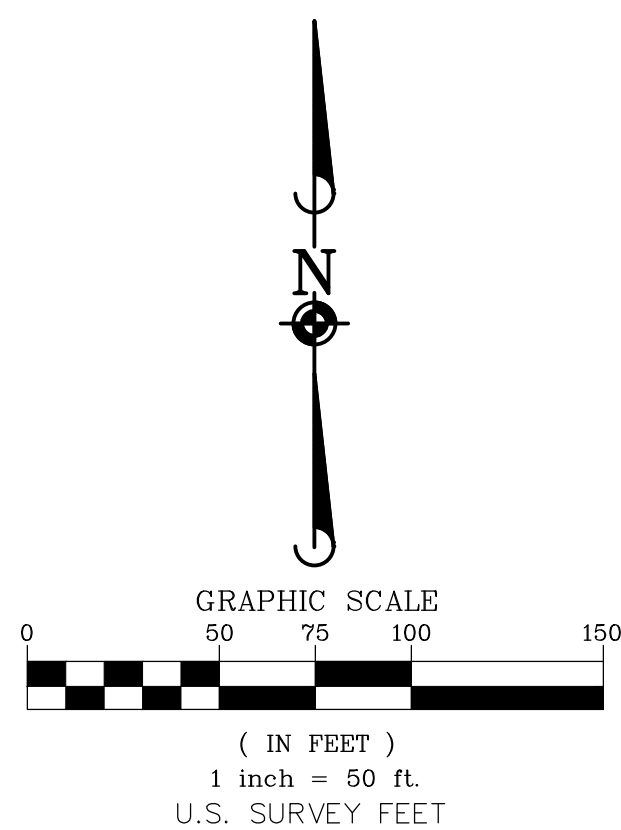
DENMORE FILING NO. 1

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
252 LOTS, 23 TRACTS, 143.486 ACRES, FILE NO. FP-23-003



LINE TABLE		
LINE	BEARING	LENGTH
L9	S89°08'55"E	10.00'
L10	N00°51'03"E	15.00'
L11	S89°08'57"E	15.00'
L12	S00°51'03"W	60.00'
L13	N00°51'03"E	60.00'
L18	N80°44'49"W	50.00'
L19	N80°44'49"W	45.00'
L20	N80°44'49"W	40.40'
L21	N80°44'49"W	40.40'
L22	N80°44'49"W	41.36'
L23	N80°44'49"W	21.77'
L24	N81°23'31"W	19.59'
L25	N83°29'48"W	44.33'
L26	N86°26'44"W	45.22'
L27	N88°32'32"W	18.44'

LINE TABLE		
LINE	BEARING	LENGTH
L28	N89°08'57"W	23.36'
L29	N89°08'57"W	50.00'
L30	N80°44'49"W	61.53'
L31	N80°44'49"W	45.00'
L32	N80°44'49"W	45.00'
L33	N80°44'49"W	45.00'
L34	N80°44'49"W	45.85'
L35	N82°05'24"W	45.86'
L36	N84°26'21"W	47.05'
L37	N86°49'30"W	47.05'
L38	N88°35'01"W	22.32'
L39	N89°08'57"W	19.36'
L40	N89°08'57"W	54.00'
L41	S80°44'49"E	45.00'
L42	S80°44'49"E	45.00'



D.E. = DRAINAGE EASEMENT HEREBY DEDICATED
D.U.E. = DRY UTILITY EASEMENT HEREBY DEDICATED
☒ = BLOCK NUMBER

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	FINAL PLAT
FILING NUMBER	FILING NO. 1
PHASE NO.	N/A
PREPARATION DATE	12/22/2022
REVISION DATE	4/11/2023
REVISION DATE	
SITE	SHEET 5 OF 10

[illegible]

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

1600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.798.0500 manhard.com

DENMORE FILING NO. 1

TOWN OF FIRESTON, COUNTY OF WELD, STATE OF COLORADO

FINAL PLAT

PROJ MGR: DJB
 PROJ ASSOC: JAF
 DRAWN BY: JAF
 DATE: 12/22/22
 SCALE: 1" = 50'

SHEET
5 OF 10
 TPH.FSC001.00

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

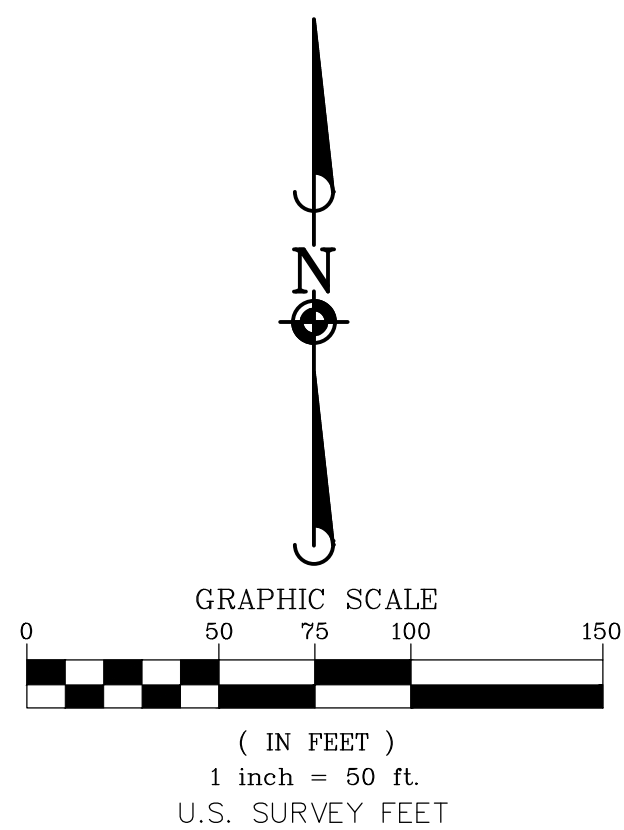
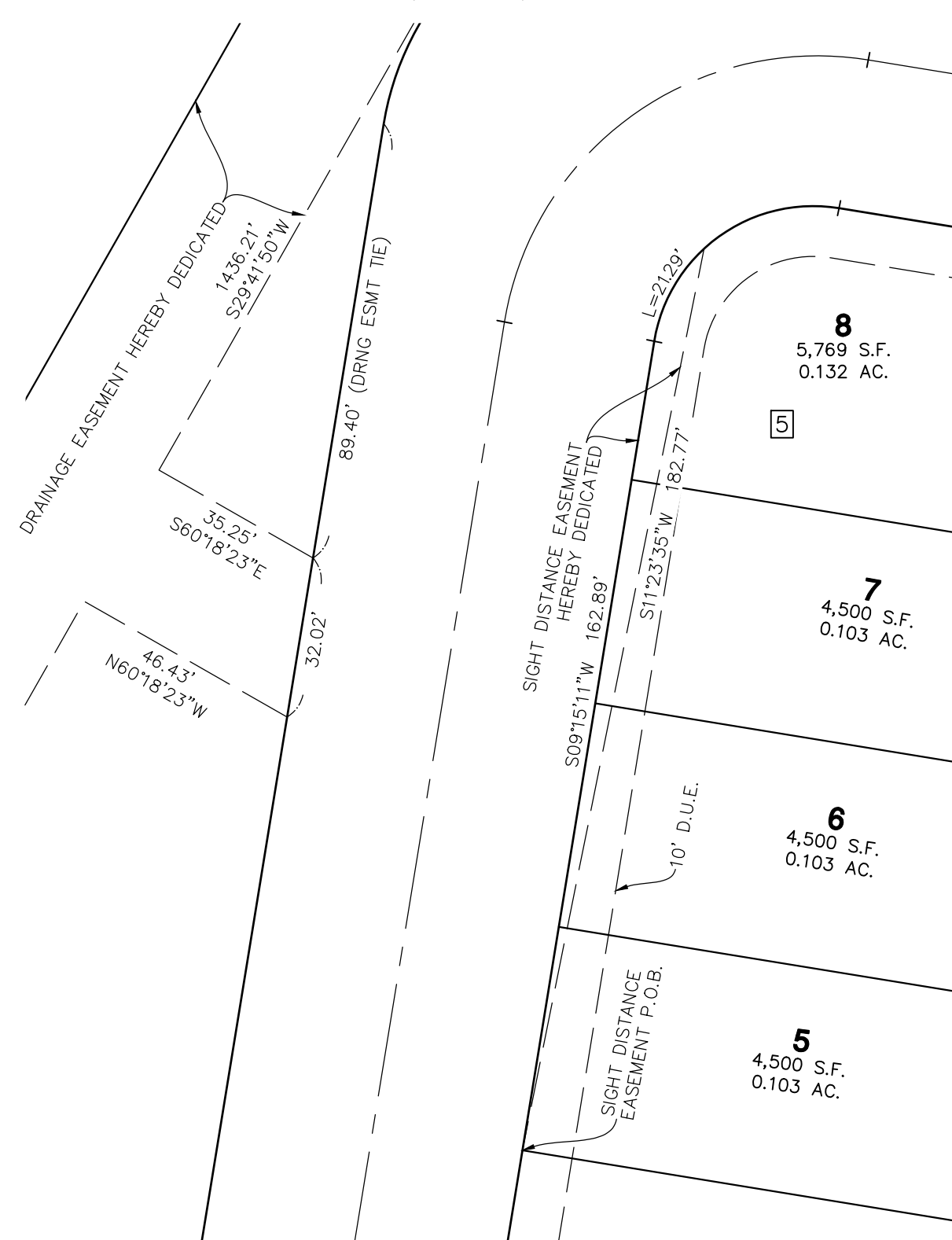
CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C8	90°00'00"	15.00'	23.56'	S35°44'49"E	21.21'
C9	90°00'00"	15.00'	23.56'	N54°51'11"E	21.21'
C15	90°00'00"	63.00'	98.96'	S54°51'11"W	89.10'
C16	90°00'00"	58.00'	91.11'	N54°51'11"E	82.02'
C24	90°00'00"	58.00'	91.11'	N54°51'11"E	82.02'
C36	90°00'00"	63.00'	98.96'	S54°51'11"W	89.10'
C37	180°00'00"	275.00'	863.94'	S80°44'49"E	550.00'
C38	84°35'30"	15.00'	22.15'	S43°08'50"W	20.19'
C39	79°13'21"	15.00'	20.74'	N38°45'35"W	19.13'
C54	85°33'01"	15.00'	22.40'	N32°20'22"E	20.37'
C55	85°33'01"	15.00'	22.40'	N62°06'37"W	20.37'
C56	45°26'29"	175.00'	138.79'	S52°23'38"W	135.18'

LINE TABLE		
LINE	BEARING	LENGTH
L60	N80°44'49"W	45.00'
L61	N80°44'49"W	45.00'
L62	N80°44'49"W	45.00'
L63	N05°46'57"W	26.01'
L64	N11°44'21"W	38.56'
L65	S16°41'45"E	13.02'
L66	S16°41'45"E	25.53'
L67	N16°41'45"W	27.29'
L68	N22°09'10"W	38.56'
L69	S27°36'34"E	9.46'

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
252 LOTS, 23 TRACTS, 143.486 ACRES, FILE NO.FP-23-003



(1" = 30')



☒ = BLOCK NUMBER
D.E. = DRAINAGE EASEMENT HEREBY DEDICATED
D.U.E. = DRY UTILITY 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	FINAL PLAT
FILING NUMBER	FILING NO. 1
PHASE NO.	N/A
PREPARATION DATE	12/22/2022
REVISION DATE	4/11/2023
REVISION DATE	
SITE	SHEET 6 OF 10

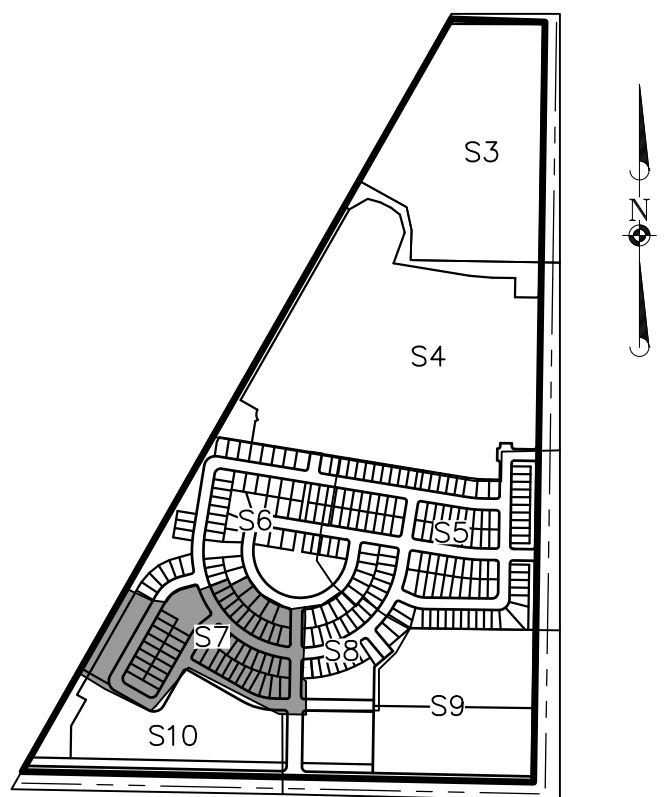
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DENMORE FILING NO. 1

TOWN OF FIRESTON, COUNTY OF WELD, STATE OF COLORADO

FINAL PLAT

PROJ MGR: DJB
 PROJ ASSOC: JAF
 DRAWN BY: JAF
 DATE: 12/22/22
 SCALE: 1" = 50'
 SHEET
6 OF 10
 TPH.FSC001.00



KEY MAP

(1" = 1000')

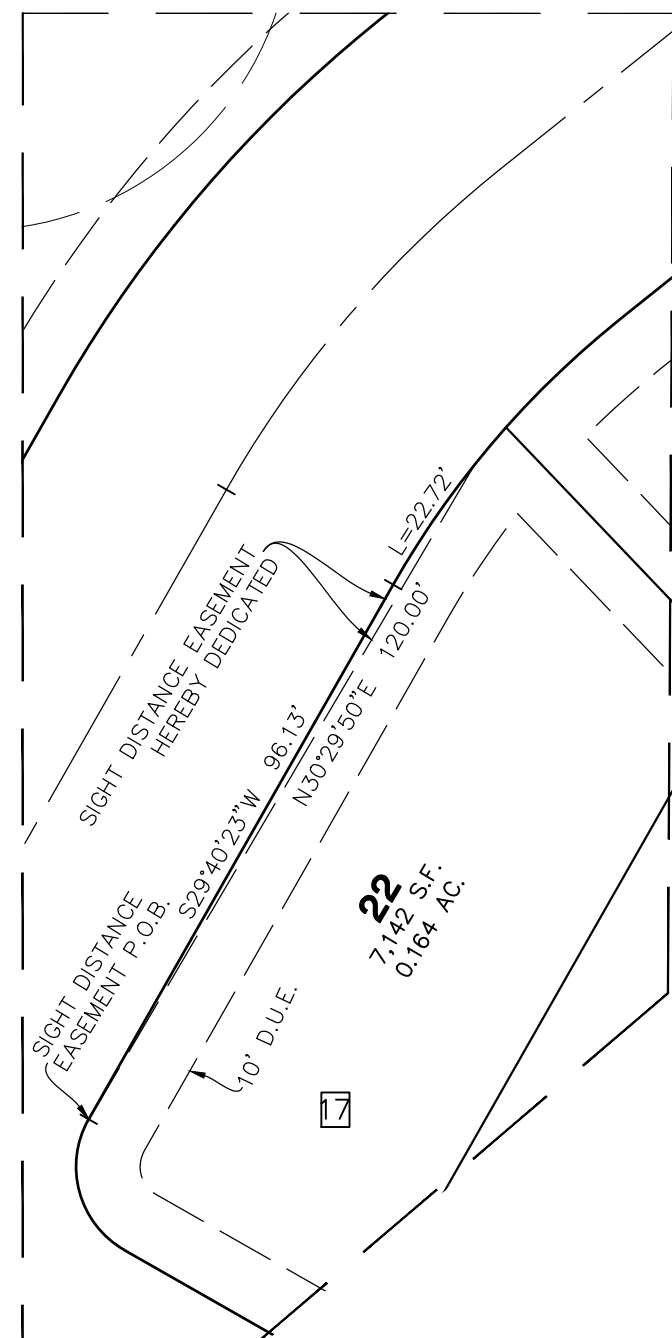
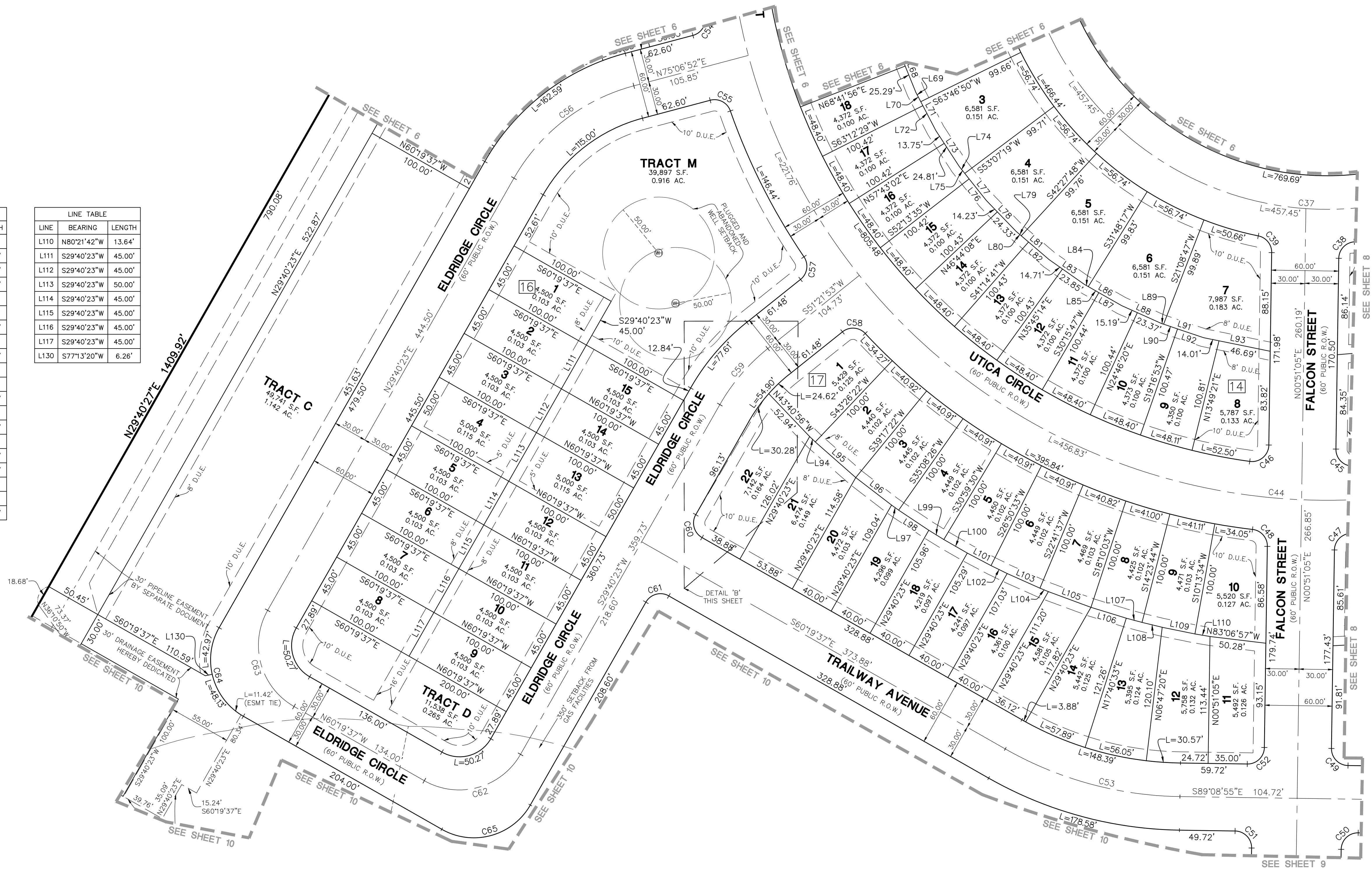
LINE TABLE		
LINE	BEARING	LENGTH
L68	N22°09'10"W	38.56'
L69	S27°36'34"E	9.46'
L70	S27°36'34"E	13.51'
L71	N27°36'34"E	29.09'
L72	S27°36'34"E	25.05'
L73	N33°03'58"W	38.56'
L74	S38°12'23"E	7.66'
L75	S38°12'23"E	13.99'
L76	S38°12'23"E	24.57'
L77	N38°12'23"E	30.90'
L78	N43°58'47"W	38.56'
L79	S49°26'11"E	5.86'
L80	S49°26'11"E	14.47'
L81	N49°26'11"E	32.70'
L82	S49°26'11"E	24.09'
L83	N54°53'35"W	38.56'
L84	S60°21'00"E	4.06'
L86	N60°21'00"W	34.50'
L87	N60°21'00"E	23.61'
L88	N65°48'24"W	38.56'

LINE TABLE		
LINE	BEARING	LENGTH
L89	S71°21'56"E	2.25'
L91	N71°21'56"W	37.75'
L92	S71°21'56"E	24.57'
L93	N78°29'39"W	60.70'
L94	N46°51'43"W	6.93'
L95	N48°38'08"W	48.16'
L96	N52°27'10"W	40.38'
L97	N54°31'29"W	7.77'
L98	N55°51'12"W	32.35'
L99	N58°49'10"W	15.80'
L100	N60°03'05"W	24.21'
L101	N62°07'34"W	23.94'
L102	N65°51'04"W	16.10'
L103	N65°55'32"W	32.05'
L104	N67°39'30"W	8.15'
L105	N69°45'27"W	40.55'
L106	N72°55'40"W	33.03'
L107	N74°58'40"W	14.55'
L108	N76°24'13"W	18.85'
L109	N78°29'17"W	29.54'

LINE TABLE		
LINE	BEARING	LENGTH
L110	N80°21'42"W	13.64'
L111	S29°40'23"W	45.00'
L112	S29°40'23"W	45.00'
L113	S29°40'23"W	50.00'
L114	S29°40'23"W	45.00'
L115	S29°40'23"W	45.00'
L116	S29°40'23"W	45.00'
L117	S29°40'23"W	45.00'
L130	S77°13'20"W	6.26'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C44	96°48'44"	535.00'	903.98'	S39°09'11"E	800.22'
C45	93°31'44"	15.00'	24.49'	S45°54'47"E	21.86'
C46	97°00'52"	15.00'	25.40'	N49°21'32"E	22.47'
C47	87°01'09"	15.00'	22.78'	S41°21'40"W	20.65'
C48	84°04'42"	15.00'	22.01'	N41°11'15"W	20.09'
C49	90°00'00"	15.00'	23.56'	S44°08'55"E	21.21'
C50	90°00'00"	15.00'	23.56'	S45°51'05"W	21.21'
C51	90°00'00"	15.00'	23.56'	N44°08'55"W	21.21'
C52	90°00'00"	15.00'	23.56'	N45°51'05"E	21.21'
C53	28°49'18"	325.00'	163.49'	S74°44'16"E	161.77'
C54	85°53'01"	15.00'	22.40'	N32°02'22"E	20.37'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C55	85°33'01"	15.00'	22.40'	N62°06'37"W	20.33'
C56	45°26'29"	175.00'	138.79'	S52°23'38"W	135.18'
C57	85°33'01"	15.00'	22.40'	N08°35'22"E	20.37'
C58	58°33'15"	15.00'	22.40'	N85°51'37"W	20.37'
C59	21°41'29"	175.00'	66.25'	S40°31'08"W	65.86'
C60	90°00'00"	15.00'	23.56'	S15°19'37"E	21.21'
C61	90°00'00"	15.00'	23.56'	S74°40'23"W	21.21'
C62	90°00'00"	63.00'	98.96'	N74°40'23"E	89.10'
C63	90°00'00"	63.00'	98.96'	S15°19'37"E	89.10'
C64	90°00'00"	58.00'	91.11'	N15°19'37"W	82.02'
C65	90°00'00"	58.00'	91.11'	S74°40'23"W	82.02'



DETAIL 'B'

(1" = 30')

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	FINAL PLAT
FILING NUMBER	FILING NO. 1
PHASE NO.	N/A
PREPARATION DATE	12/22/2022
REVISION DATE	4/11/2023
REVISION DATE	
SITE	SHEET 7 OF 10

DENMORE FILING NO. 1

TOWN OF FIRESTON, COUNTY OF WELD, STATE OF COLORADO

FINAL PLAT



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1600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
 Civil Engineering | Surveying & Geospatial Services | GIS
 Water Resource Management | Construction Management

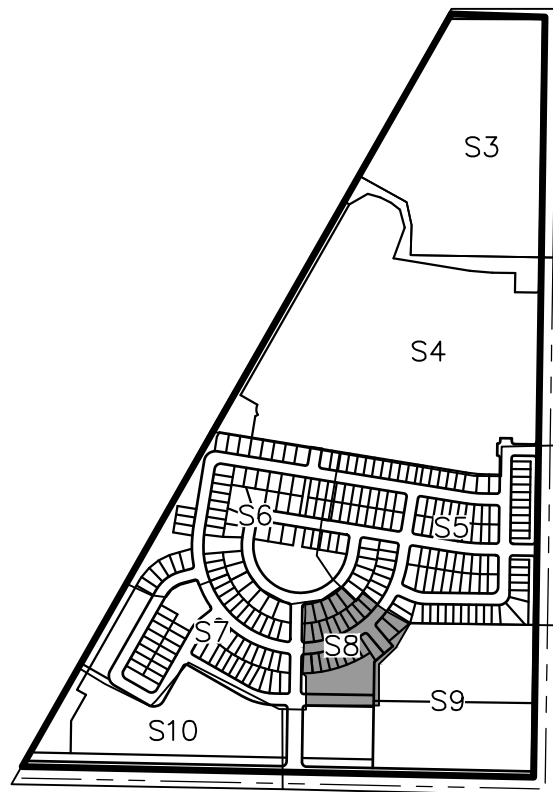
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PROJ MGR: DJB
 PROJ ASSOC: JAF
 DRAWN BY: JAF
 DATE: 12/22/22
 SCALE: 1" = 50'

SHEET

7 OF 10

TPH.FSC001.00



KEY MAP

(1" = 1000')

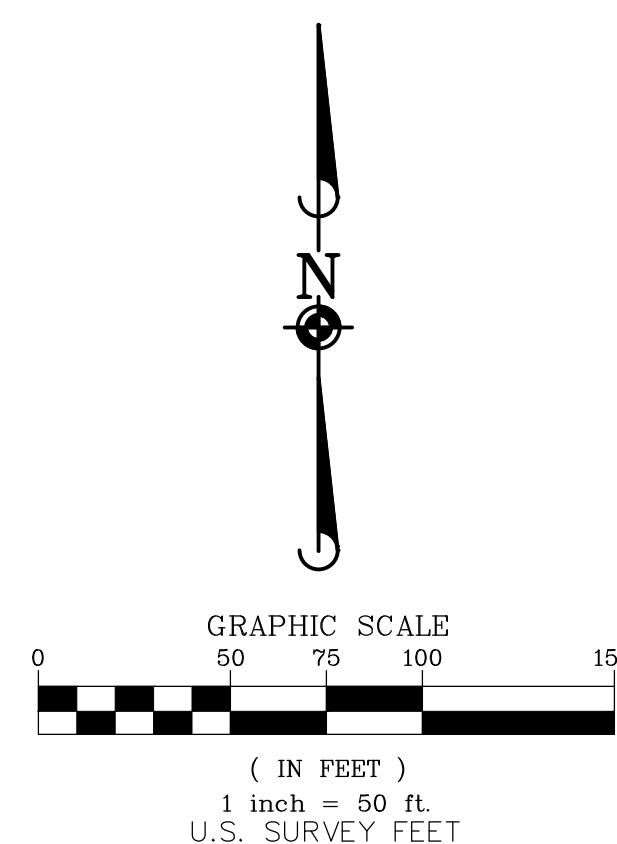
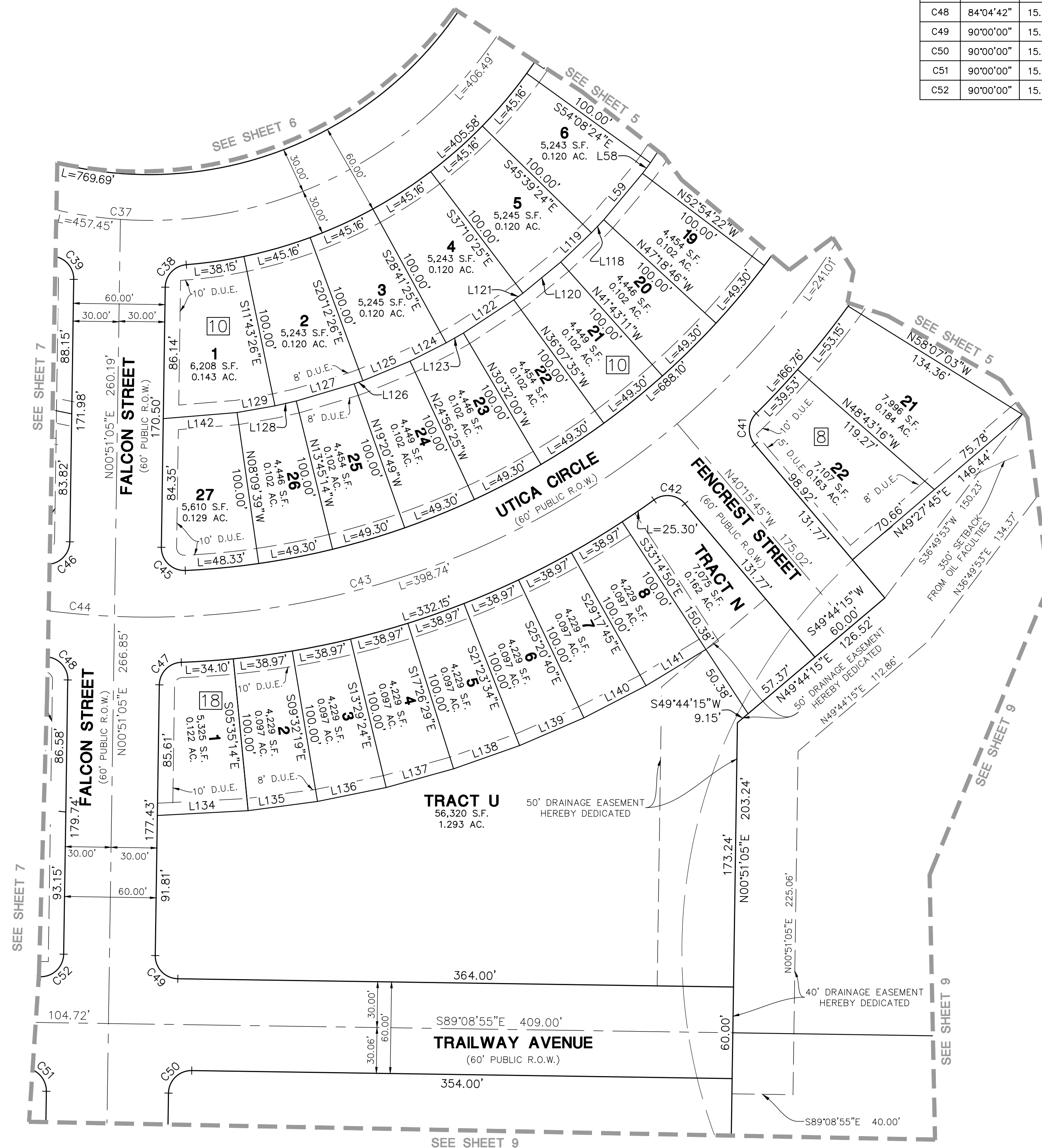
DENMORE FILING NO. 1

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
252 LOTS, 23 TRACTS, 143.486 ACRES, FILE NO. FP-23-003

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C37	180°00'30"	275.00'	863.94'	S80°44'49"E	550.00'
C38	84°35'30"	15.00'	22.15'	S43°08'50"W	20.19'
C39	79°13'21"	15.00'	20.74'	S38°45'35"W	19.13'
C41	85°33'01"	15.00'	22.40'	S02°30'46"W	20.37'
C42	85°33'01"	15.00'	22.40'	N83°02'15"E	20.37'
C43	83°11'16"	535.00'	776.77'	N50°50'49"E	710.32'
C44	96°48'44"	535.00'	903.98'	S39°09'11"E	800.22'
C45	93°31'44"	15.00'	24.49'	S45°54'47"E	21.86'
C46	97°00'52"	15.00'	25.40'	N49°12'32"E	22.47'
C47	87°01'09"	15.00'	22.78'	S44°21'40"W	20.65'
C48	84°04'42"	15.00'	22.01'	N41°11'15"W	20.09'
C49	90°00'00"	15.00'	23.56'	S44°08'55"E	21.21'
C50	90°00'00"	15.00'	23.56'	S45°51'05"W	21.21'
C51	90°00'00"	15.00'	23.56'	N44°08'55"W	21.21'
C52	90°00'00"	15.00'	23.56'	N45°51'05"E	21.21'

LINE TABLE		
LINE	BEARING	LENGTH
L118	S43°30'55"W	11.71'
L119	S46°18'42"W	27.82'
L120	S50°33'12"W	32.13'
L121	S53°21'00"W	7.40'
L122	S56°40'12"W	39.52'
L123	S60°23'17"W	13.03'
L124	S63°11'05"W	26.50'
L125	S67°25'35"W	33.45'
L126	S70°13'23"W	6.98'
L127	S73°26'58"W	3.62'
L128	S77°15'40"W	14.35'
L129	S80°03'28"W	25.18'

LINE TABLE		
LINE	BEARING	LENGTH
L134	N86°58'44"E	59.55'
L135	N82°26'14"E	45.85'
L136	N78°29'08"E	45.85'
L137	N74°32'03"E	45.85'
L138	N70°34'58"E	45.85'
L139	N66°37'53"E	45.85'
L140	N62°40'48"E	45.85'
L141	N58°43'43"E	45.85'
L142	S85°16'22"W	48.51'



NOTE: ALL DIMENSIONS SHOWN
HEREON ARE MEASURED
UNLESS NOTED OTHERWISE

FOR REVIEW ONLY

FOR AND ON BEHALF OF
MANHARD CONSULTING

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 1
PHASE NO.	N/A
PREPARATION DATE	12/22/2022
REVISION DATE	4/11/2023
REVISION DATE	
SITE	SHEET 8 OF 10

DENMORE FILING NO. 1

TOWN OF FIRESTON, COUNTY OF WELD, STATE OF COLORADO

FINAL PLAT

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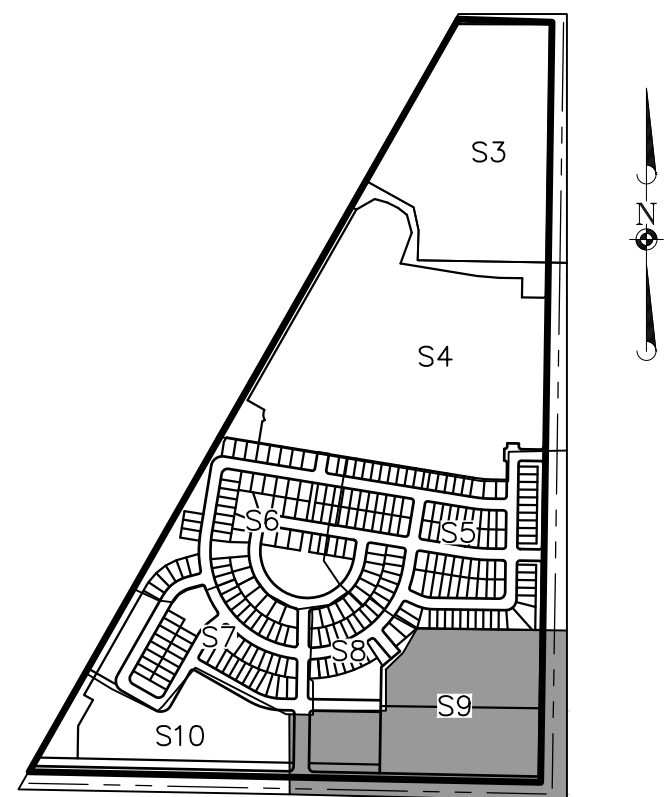
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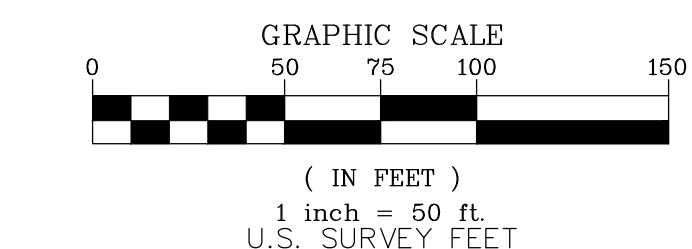
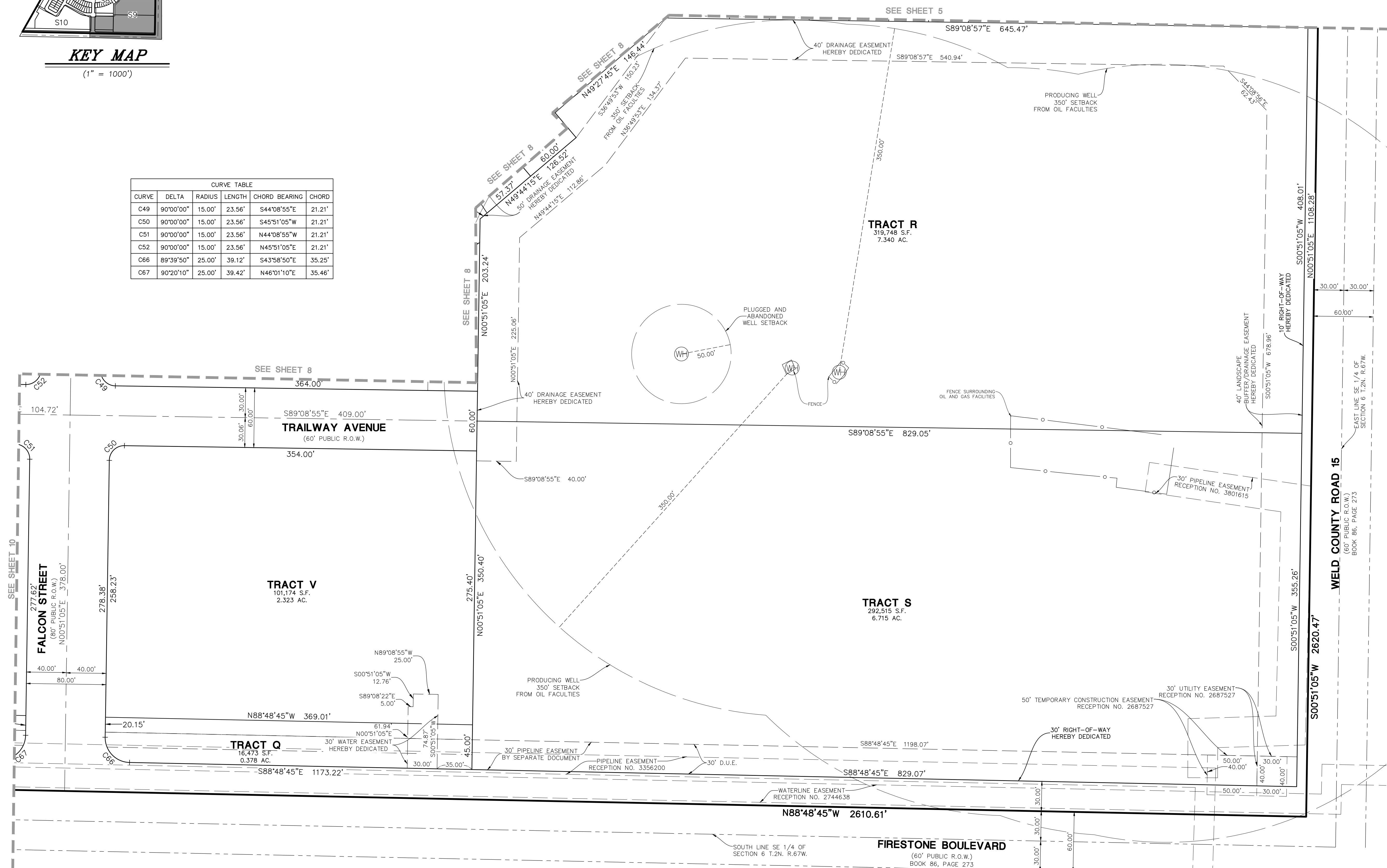
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KEY MAP

(1" = 1000')

CURVE TABLE					
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C51	90°00'00"	15.00'	23.56'	N44°08'55"W	21.21'
C52	90°00'00"	15.00'	23.56'	N45°51'05"E	21.21'
C66	89°39'50"	25.00'	39.52'	S43°58'50"E	35.25'
C67	90°20'10"	25.00'	39.42'	N46°01'10"E	35.46'



⊗ = EX. WELL HEAD
 ☒ = BLOCK NUMBER
 D.E. = DRAINAGE EASEMENT HEREBY DEDICATED
 D.U.E. = DRY UTILITY EASEMENT HEREBY DEDICATED

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NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
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REVISION DATE	4/11/2023
REVISION DATE	
SITE	SHEET 9 OF 10

DENMORE FILING NO. 1

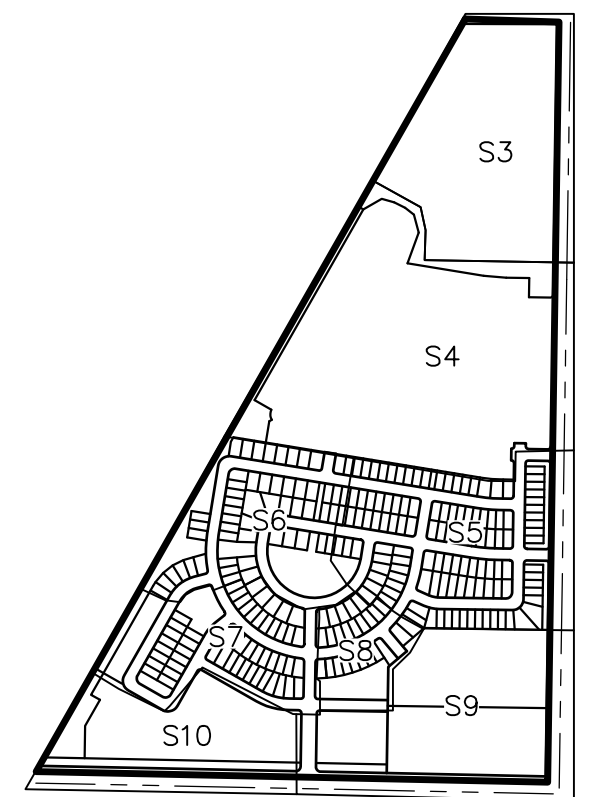
TOWN OF FIRESTON, COUNTY OF WELD, STATE OF COLORADO

FINAL PLAT

[illegible]

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KEY MAP

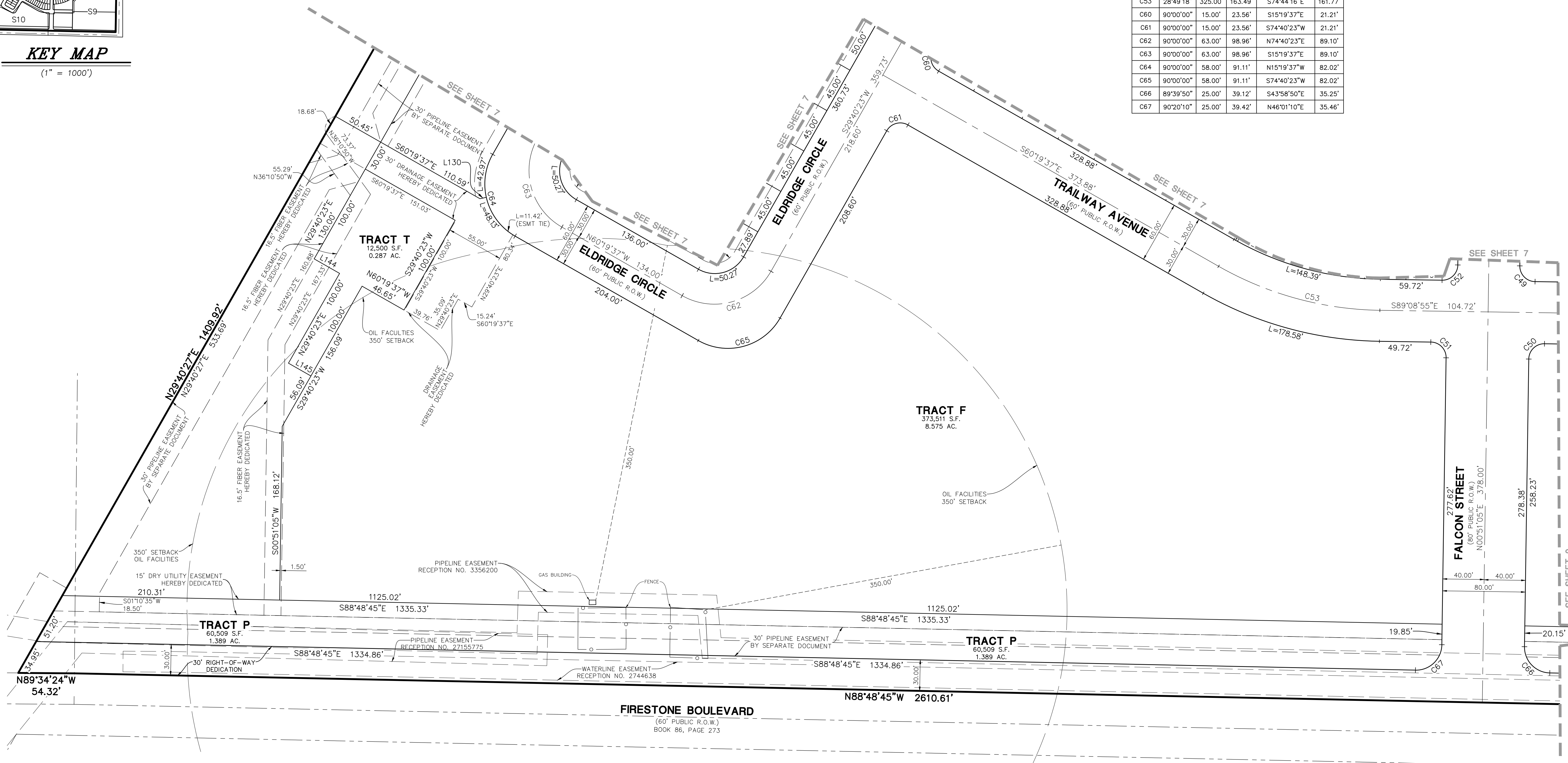
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C52	90°00'00"	15.00'	23.56'	N45°51'05"E	21.21'
C53	28°49'18"	325.00'	163.49'	S74°44'16"E	161.77'
C60	90°00'00"	15.00'	23.56'	S15°19'37"E	21.21'
C61	90°00'00"	15.00'	23.56'	S74°40'23"W	21.21'
C62	90°00'00"	63.00'	98.96'	N74°40'23"E	89.10'
C63	90°00'00"	63.00'	98.96'	S15°19'37"E	89.10'
C64	90°00'00"	58.00'	91.11'	N15°19'37"W	82.02'
C65	90°00'00"	58.00'	91.11'	S74°40'23"W	82.02'
C66	89°39'50"	25.00'	39.12'	S43°58'50"E	35.25'
C67	90°20'10"	25.00'	39.42'	N46°01'10"E	35.46'

LINE TABLE		
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L130	S77°13'20"W	6.26'
L144	N60°19'37"W	28.35'
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DENMORE FILING NO. 1

TOWN OF FIRESTON, COUNTY OF WELD, STATE OF COLORADO

FINAL PLAT

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[illegible]

**{FINAL PLAT NAME}
SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 20____, by and between the **TOWN OF FIRESTONE, a Colorado municipal corporation**, PO Box 750, Firestone, Colorado, 80516, hereinafter referred to as "Firestone" or "Town," and **{OWNER NAME}, a {State} corporation**, {Address, City, State, Zip Code}, hereinafter referred to as "Owner;" and

WHEREAS, Owner has submitted a Final Plat for {Final Plat Name} ("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 accepted by Firestone.

M. Wastewater Improvements

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

N. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Firestone. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Firestone approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.
2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.
3. Owner shall be responsible for obtaining a CDPHE “General Permit for Stormwater Discharges Associated with Construction Activity” required during construction. A copy of this permit shall be submitted to Firestone.
4. Owner agrees that all construction shall be in conformance with any and all National Pollutant Discharge Elimination Systems (NPDES) standards including compliance with and applicable NPDES and CDPHE permits issued to the Owner, applicable to the Development. The Owner further agrees that in the event there is any violation of such standards or permits issued, if the Town, as a result of the Owner’s actions, is subject to or is given a monetary fine, penalty or any type of obligation is imposed; such circumstance will constitute a default under the terms of this Agreement. Failure of the Owner to cure the default by reimbursement to the Town, upon notice to cure as required by Section X.C herein, shall result in a default of this Agreement.
5. Owner shall be responsible for obtaining a Town of Firestone “Stormwater Quality Permit” per Firestone’s current Standards and Specifications.
6. All drainage improvements not located on Town owned property shall be

maintained by the Owner, {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." The guarantees may be reduced on a phased basis as shown on "Exhibit D."
 - c) Upon Initial Acceptance of Common Facilities: 0%.
 - d) After Final Acceptance of Public Improvements: 0%. The guarantees may be released on a phased basis as shown on "Exhibit D."
3. In addition to any other remedies it may have, Firestone may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter of credit is set to expire, c) Firestone receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Firestone, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default of this Agreement and Firestone may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

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

In the event that the cost of the Public Improvements and Common

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

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

5. **Building Permit Restrictions**

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

- a) Owner expressly understands and acknowledges that the expenditure of funds for the construction and installation of any Public Improvements prior to approval of building permit allocations or building permits is exclusively at the Owner's risk. The Town reserves the right, in exercise of its police power, to choose not to grant building permits, or otherwise restrict or condition the granting of building permits for the Development based on current or future resolutions or ordinances of the Town. Unless specifically restricted or conditioned by current or future resolutions or ordinances of the Town, building permits may be granted once all Public Improvements for the development or within each Phase of the development are operational as solely determined by the Town.
- b) Upon written request of the Owner, at the sole discretion of the Town, the Owner may begin construction of the Public Improvements without furnishing an Improvement Guarantee, as provided in this Agreement, upon the following conditions:

- i. The Owner has not transferred title to any portion of the

- Development.
- ii. The Owner shall be required to obtain Initial Acceptance of all Public Improvements for the development or within each Phase of the development prior to the issuance of a building permit.
 - iii. After the Owner begins construction of the Public Improvements, if the Public Improvements remain unfinished for a period of one (1) year from the date this Agreement becomes effective, the Town shall require an Improvement Guarantee in accordance with this Agreement in lieu of the building permit restriction required by this Subsection. The Owner will have fifteen (15) days to provide the Town such an Improvement Guarantee, or the Town may issue a stop work order to remain in effect until the Improvement Guarantee is provided to the Town. The Town Administrative Official, at their sole discretion, may grant a single extension of up to one (1) additional year.
 - iv. The Owner shall not transfer title to any portion of the Development prior to Initial Acceptance being granted by the Town or upon providing the Town an Improvement Guarantee in accordance with this Agreement.
- c) Upon the Town's Initial Acceptance of the Public Improvements, which shall include receipt of the Improvement Guarantee as outlined in Section VI.B, this building permit restriction shall be removed.

VII. OVERSIZING AND REIMBURSEMENT

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

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

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plans for properties that use these utilities or Public Improvements, 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

{Describe major on/off site transportation improvements}

B. Phasing Map ("Exhibit D")

The Development shall be constructed as outlined in “Exhibit D”. All Public Improvements within each phase shall be installed and operational as solely determined by the Town prior to the Town issuing building permits. Each Phase shall have two points of access, a looped water system, and shall have the appropriate sanitary sewer substantially completed and operational, as determined by the Town, prior to the issuance of any building permit for that Phase. No building permits may be issued within any subsequent phase until Public Improvements in the previous phase are installed and operational as solely determined by the Town.

C. Dedication of Open Space

Owner shall pay a fee in lieu of open space land dedication for {#} acres of open space. The fee in lieu payment is outlined in “Exhibit C.”

D. Installation of Parks, Landscaping and Trails

Owner shall design and construct {Park, Landscape, Trail Improvements} on Tracts { } as shown on the accepted construction plans. Owner shall purchase a water tap and pay necessary raw water dedication fees for Tracts { }.

E. Maintenance of Parks, Trails, Open Space and Landscaping

Tracts { } 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 a homeowner.

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.

I. Water

{Describe major on/off site water improvements}

J. Disclosure Statements

1. The Metropolitan District Disclosure statement indicating the existence of a Title 32 Metropolitan District (“Exhibit F”) shall be signed by the property owner purchasing a new home from a homebuilder with execution of the sales contract for the property.
2. The Oil and Gas Well Disclosure is evidenced by the recordation of the existing Surface Use Agreements and various Letter Agreements with the Oil and Gas companies. A statement indicating the existence of such

documents (“Exhibit G”) shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Ground Water Dedication

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

B. Default

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

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

C. Insurance and Safety

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

D. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Firestone, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit,

action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Firestone and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Firestone or conformance with requirements imposed by Firestone, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to Final Acceptance by Firestone of the construction work. Owner acknowledges that Firestone's review and acceptance of plans for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

E. Recording Agreement

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

F. Binding Effect of Agreement

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

G. Assignment, Delegation and Notice

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

H. Modification and Waiver

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

I. Addresses for Notice

Any notice or communication required or permitted thereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Firestone:	Owner:
Town of Firestone	{Owner Name}
Town Manager	{Owner's Contact Name & Title}
P.O. Box 100	{Owner's Address}
Firestone, CO 80520	{Owner's City, State Zip Code}
William P. Hayashi	{Owner's Attorney Name}
Williamson and Hayashi, LLC	{Owner's Attorney's Firm}
1650 38 th Street, Suite 103	{Firm's Address}
Boulder, CO 80301	{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: _____
Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

OWNER:
{Owner Name}

By: _____
 {Name}

Title: {Title}

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
202__, by {Name}, as {Title} of {Owner Name}.

Witness my hand and official seal.

My commission expires: _____

(SEAL) _____
 Notary Public

EXHIBITS LIST

EXHIBIT A – {FINAL PLAT NAME} FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – LANDSCAPE MAINTENANCE MAP

EXHIBIT F – METROPOLITAN DISTRICT DISCLOSURE

EXHIBIT G – OIL & GAS DISCLOSURE

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 Owner:

- 1.

Reimbursements due Firestone:

- 1.

Reimbursements due Others:

- 1.

Fee In Lieu due Firestone:

- 1.

EXHIBIT D

Phasing Plan

DRAFT

EXHIBIT E

Landscape Maintenance Map

DRAFT

EXHIBIT F

Metropolitan District Disclosure

The undersigned, being the purchasers identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, _____ (name of subdivision), Town of Firestone, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller’s agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the Lot being purchased is within the boundaries of the _____ Metropolitan District, a special taxing district (the “District”). The District has issued or expects to issue general obligation bonds that are paid by revenues produced from annual ad valorem property tax levies imposed on all of the taxable real and personal property within the District. The Purchaser has been advised and hereby acknowledges that it has been advised that financing plans of the District are available and detail the proposed or existing ad valorem property tax mill levies of the District servicing such indebtedness, and the potential for an increase in such mill levies.

Purchaser acknowledges that the additional ad valorem property tax mill levies imposed by the District are in addition to other ad valorem taxes imposed by other taxing entities against said Lot.

The following examples compare the tax impacts between a property within the boundaries of a District levying an annual ad valorem property tax mill levy of 50 mills, and a property not within the boundaries of a District. This example is based on a single-family residence on a property with an Actual Value (as determined by the County Assessor) of \$300,000.

PROPERTY WITHIN DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	25	597.00
SCHOOL DISTRICT	48	1146.24
TOWN	18	429.84
FIRE	12	286.56
LIBRARY	4	95.52
METROPOLITAN DISTRICT	50	1321.76
TOTAL	157	3876.92

PROPERTY WITHOUT DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	25	597.00
SCHOOL DISTRICT	48	1146.24
TOWN	18	429.84
FIRE	12	286.56
LIBRARY	4	95.52
TOTAL	107	2555.16

IN WITNESS WHEREOF, the undersigned has/have executed this Metropolitan District Disclosure this ____ day of _____, 20__.

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT G

OIL AND GAS DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, {Final Plat Name}, Town of Firestone, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller’s agreement to sell the undersigned the Lot and the home to be constructed thereon:

The undersigned hereby acknowledges the current existence of oil and gas wells and related well facilities (and the possibility of additional future wells and facilities) located within the real property encompassed by the {Final Plat Name} subdivision plat(s) (“Plat”). The locations of the current and possible future oil and gas wells and related well facilities are identified on the {Final Plat Name} Final Plat, as amended from time to time. In addition to the foregoing, other oil and gas interests affecting the property may exist which may or may not be recorded in the real property records. The oil and gas leases and other interests generally permit certain surface activity on the premises which activity may include drill sites, gathering pipelines, production sites and facilities, and access roads, all as further described in the oil and gas leases and other documents affecting the premises.

The undersigned acknowledge that neither they nor Seller will own any interest in the oil and gas or mineral estate underlying the property comprising {Final Plat Name}. There may be ongoing oil and gas operation and production of oil and gas within {Final Plat Name}, including in the vicinity of the Lots, as well as the existence of pipeline easements and access routes across portions of {Final Plat Name}. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within {Final Plat Name}, including in the vicinity of the Lots, which oil and gas production will affect portions of the surface of the real property comprising {Final Plat Name}. Heavy drilling equipment will be used in connection with the operation and drilling of oil and gas wells within {Final Plat Name} and in conjunction with any production obtained from successor wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within {Final Plat Name} will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the land and certain oil and gas owners and/or operators. These surface use agreements contain waivers, including a waiver of surface damage payments, a waiver of setback and waivers of other requirements contained in the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, as well as a waiver of the right by an owner of any portion of the surface of the real property within {Final Plat Name} to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within {Final Plat Name}.

The undersigned acknowledges and recognizes the existence of such oil and gas leases and other interests, and the surface activity associated with such oil and gas leases, and the undersigned,

to the extent it owns or becomes the owner of real property in {Final Plat Name}, assume the risk of owning property near or adjacent to an oil and gas well operation. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the drilling, operation and maintenance of an oil and gas well; noise associated with an oil and gas well operation; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site.

IN WITNESS WHEREOF, the undersigned has/have executed this Oil and Gas Well disclosure the ____ day of _____, 20____.

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Witness my hand and official seal.

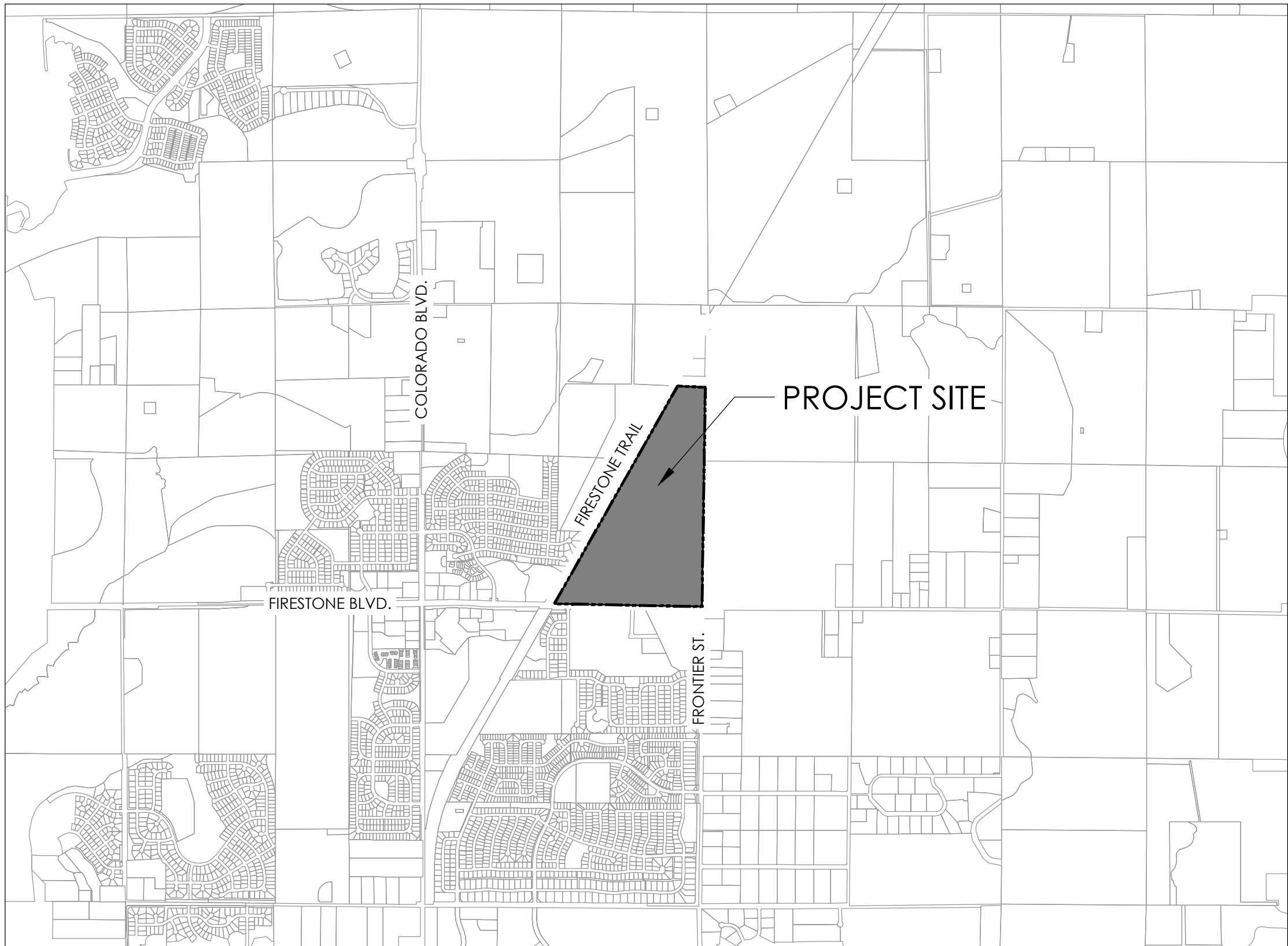
My Commission expires _____.

Notary Public

DENMORE, FILING 1 & 2 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
143.486 ACRES, FP-23-003

VICINITY MAP



SHEET INDEX

SHEET #		SHEET NAME
1	L.0	COVER
2-3	EV.1-2	EXISTING VEGETATION PLANS
4	L.1	OVERALL LANDSCAPE PLAN
5-17	L.2-14	LANDSCAPE PLANS
18-19	L.15-16	LANDSCAPE NOTES & DETAILS
20-21	FP.1-2	FENCING PLAN
22	OS.1	OPEN SPACE PLAN
23	L.17	LANDSCAPE TYPICALS
24	L.18	PHASING PLAN
25	L.19	IRRIGATION TAP EXHIBIT

OWNER

DENMORE INC
1942 BROADWAY ST.
SUITE 314C
BOULDER,CO 80302

APPLICANT

TRI POINTE HOMES LLC
055 E. TUFTS AVENUE
UNIT #675
DENVER, CO 80237
303.802.1562
matt.napier@tripointehomes.com

ENGINEER

DAVID BACCI
TERRACINA DESIGN
10200 E. GIRARD AVENUE
BLDG. A, SUITE 314
DENVER, CO 80231
303-632-8867
dbacci@terracinadesign.com

PLANNER

JEFF MARCK
TERRACINA DESIGN
10200 E. GIRARD AVENUE
BLDG. A, SUITE 314
DENVER, CO 80231
303-632-8867
jmarck@terracinadesign.com

SURVEYOR

DAVID BERGLUND
MANHARD CONSULTING
7600 E. ORCHARD ROAD
SUITE 150-N
GREENWOOD VILLAGE, CO 80111
303.531.3207
dberglund@manhard.net

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DENMORE
FIRESTONE, COLORADO
FINAL PLAT

SUBMITTAL DATE:
01.27.2023

REVISION DATE:
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SHEET TITLE

COVER

SHEET NUMBER

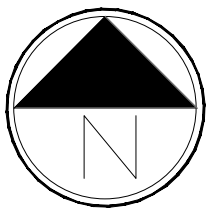
L.0
SHEET 1 OF 25

Tree Inventory

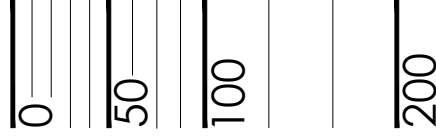
Tree #	Species	Caliper (in)	Condition	Status
0	Plains cottonwood	10	Poor	Remove
1	Siberian elm	12	Poor	Remove
2	Russian olive	20	Poor	Remove
3	Russian olive	20	Stressed	Remove
4	Russian olive	22	Healthy	Remove
5	Russian olive	12	Healthy	Remove
6	Russian olive	8	Healthy	Remove
7	Russian olive	12	Healthy	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

Legend

EXISTING TREES

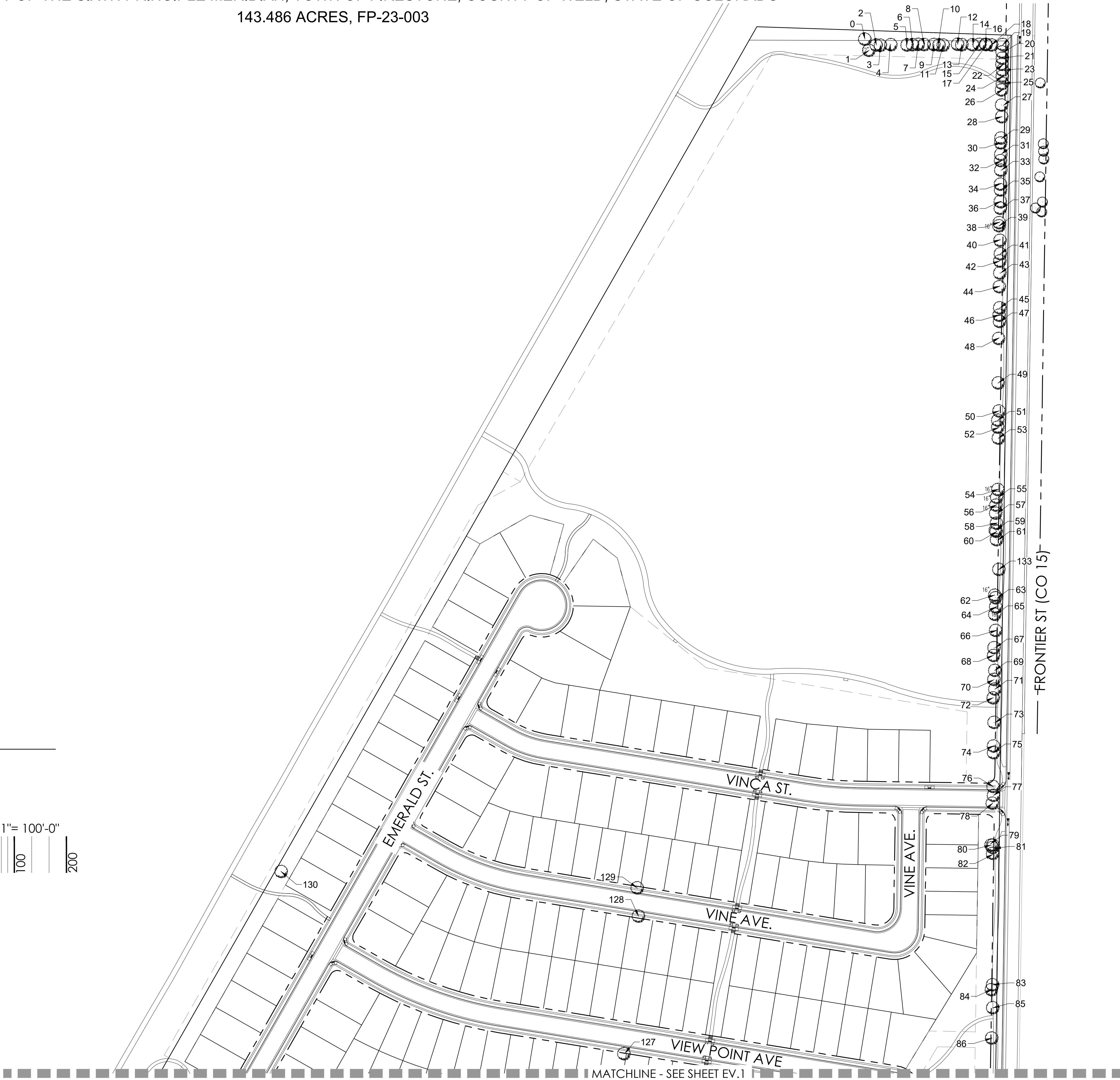


Scale: 1"= 100'-0"



DENMORE, FILING 1 & 2 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
143.486 ACRES, FP-23-003



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PROJECT NAME

DENMORE
FIRESTONE, COLORADO
FINAL PLAT

SUBMITTAL DATE:

01.27.2023

REVISION DATE:

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SHEET TITLE

EXISTING
VEGETATION
PLAN

SHEET NUMBER

EV.1

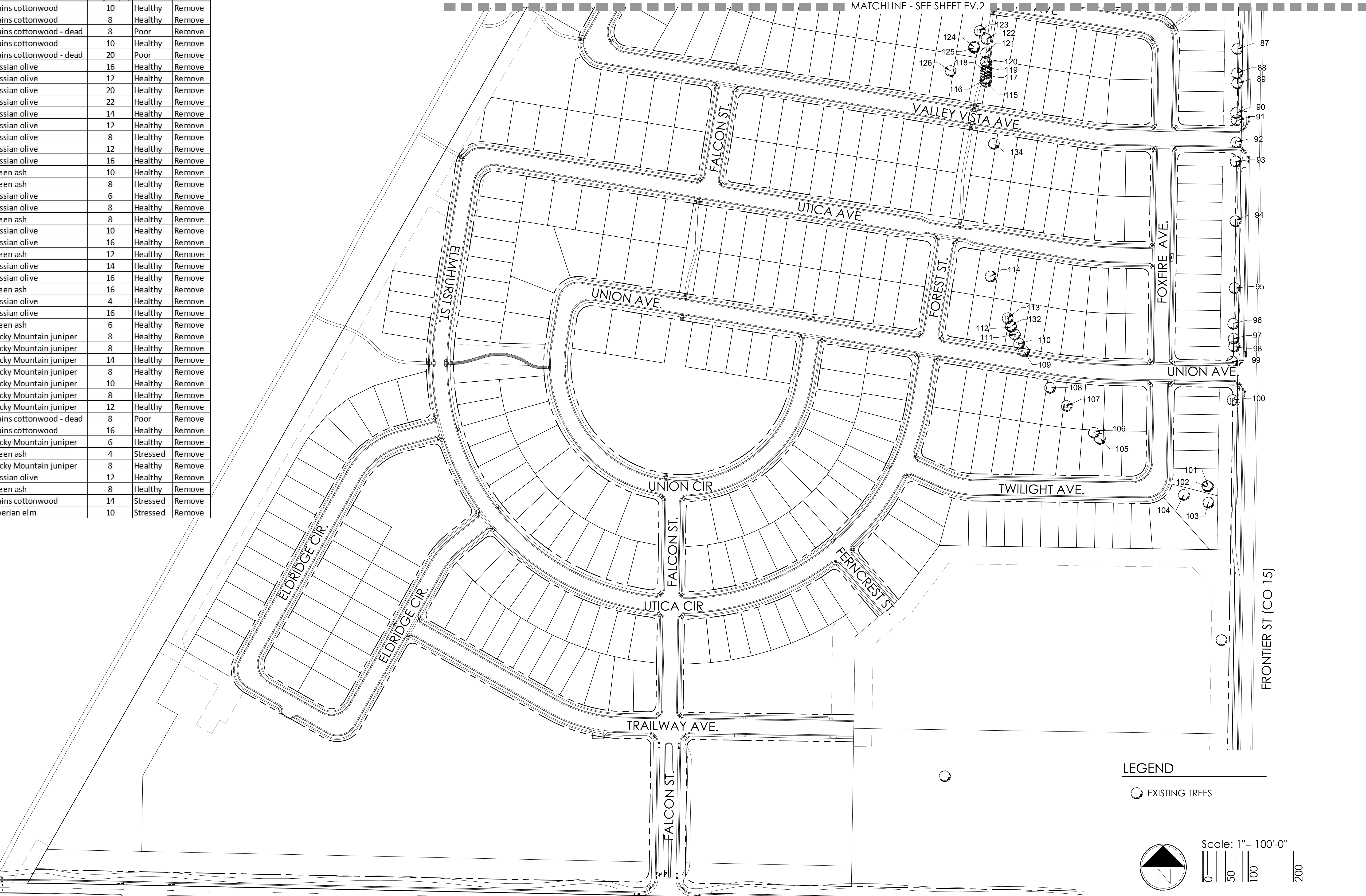
SHEET 2 OF 25

DENMORE, FILING 1 & 2 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
143.486 ACRES, FP-23-003

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



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SHEET TITLE

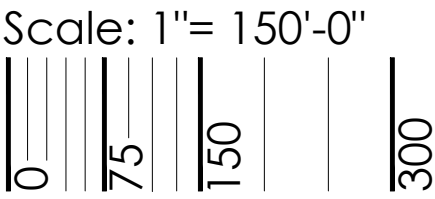
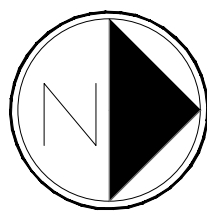
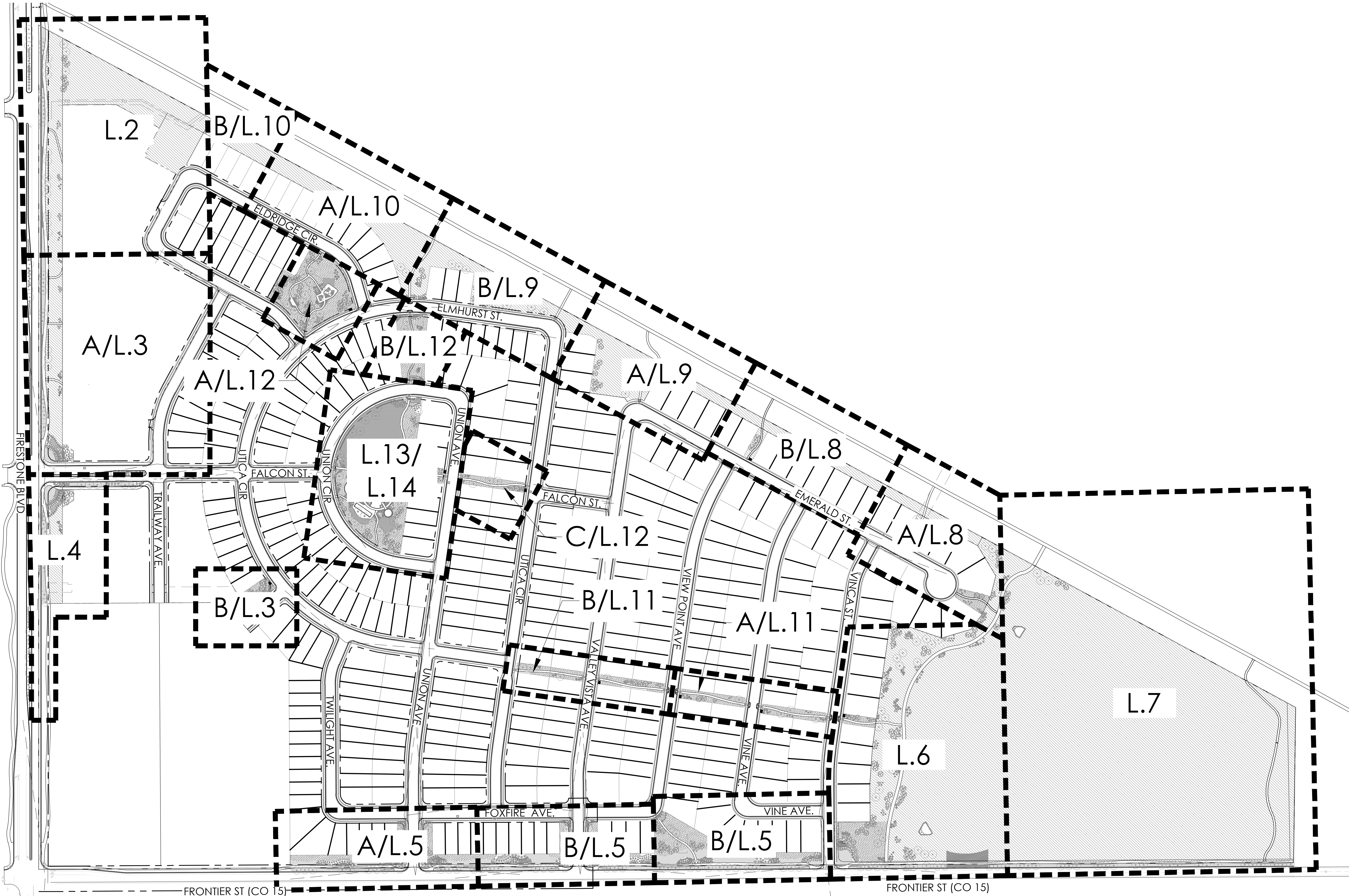
EXISTING
VEGETATION
PLAN

SHEET NUMBER

EV.2
SHEET 3 OF 25

DENMORE, FILING 1 & 2 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
143.486 ACRES, FP-23-003



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SHEET TITLE

OVERALL
LANDSCAPE

SHEET NUMBER

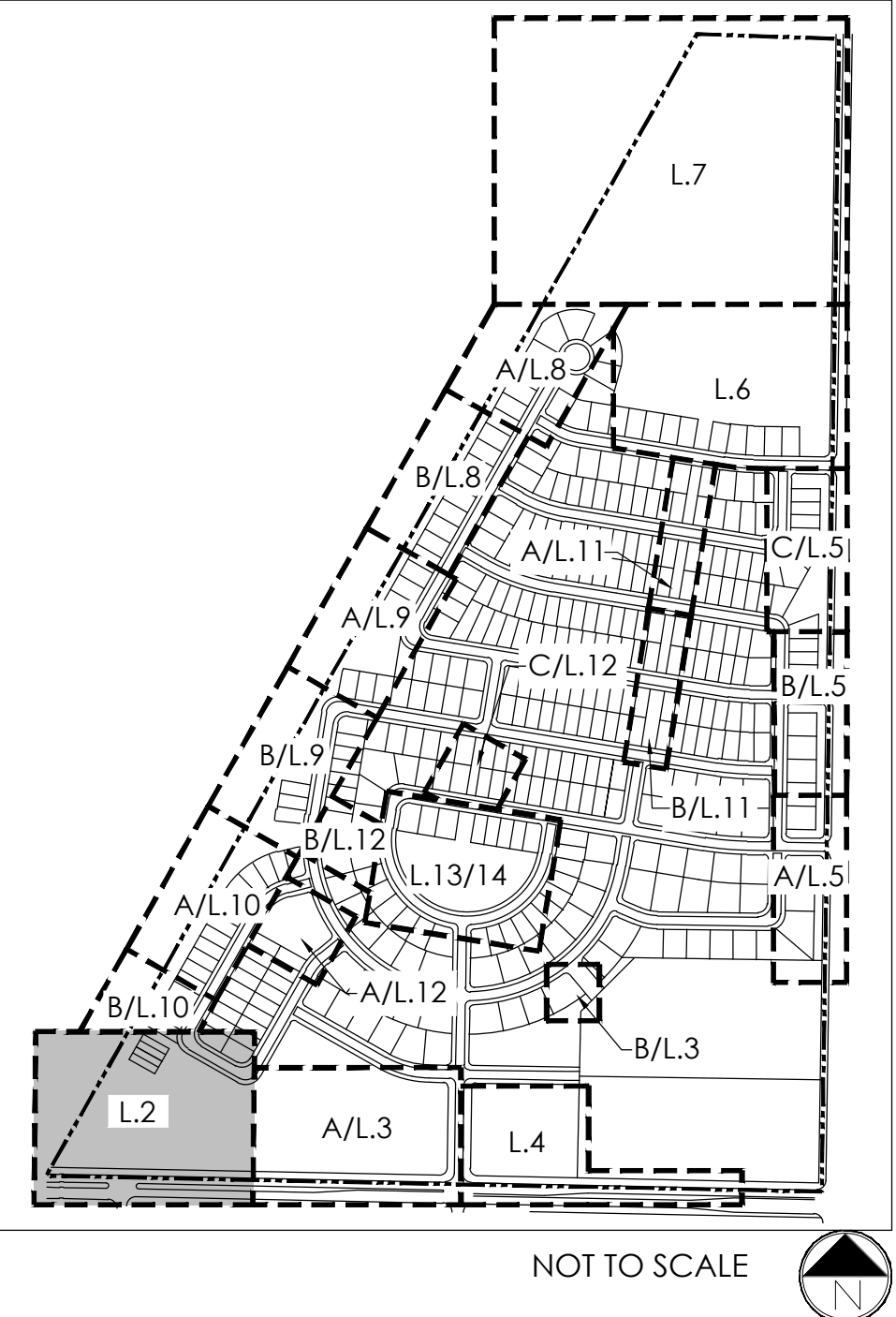
L.1
SHEET 4 OF 25

DENMORE, FILING 1 & 2 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
143.486 ACRES, FP-23-003

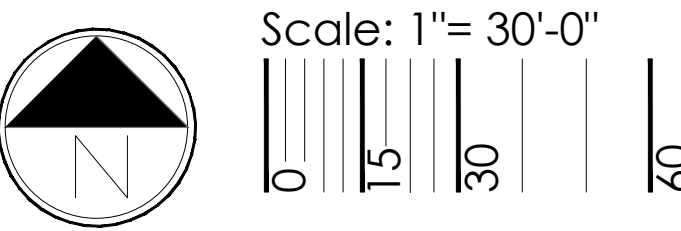


KEY MAP



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
- MAIL KIOSK



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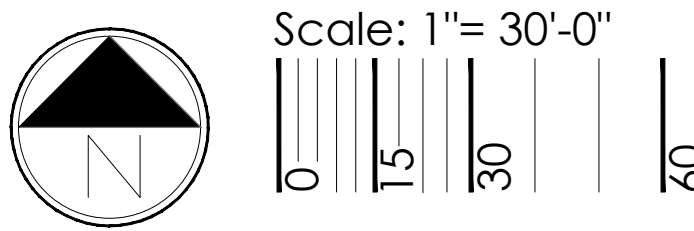
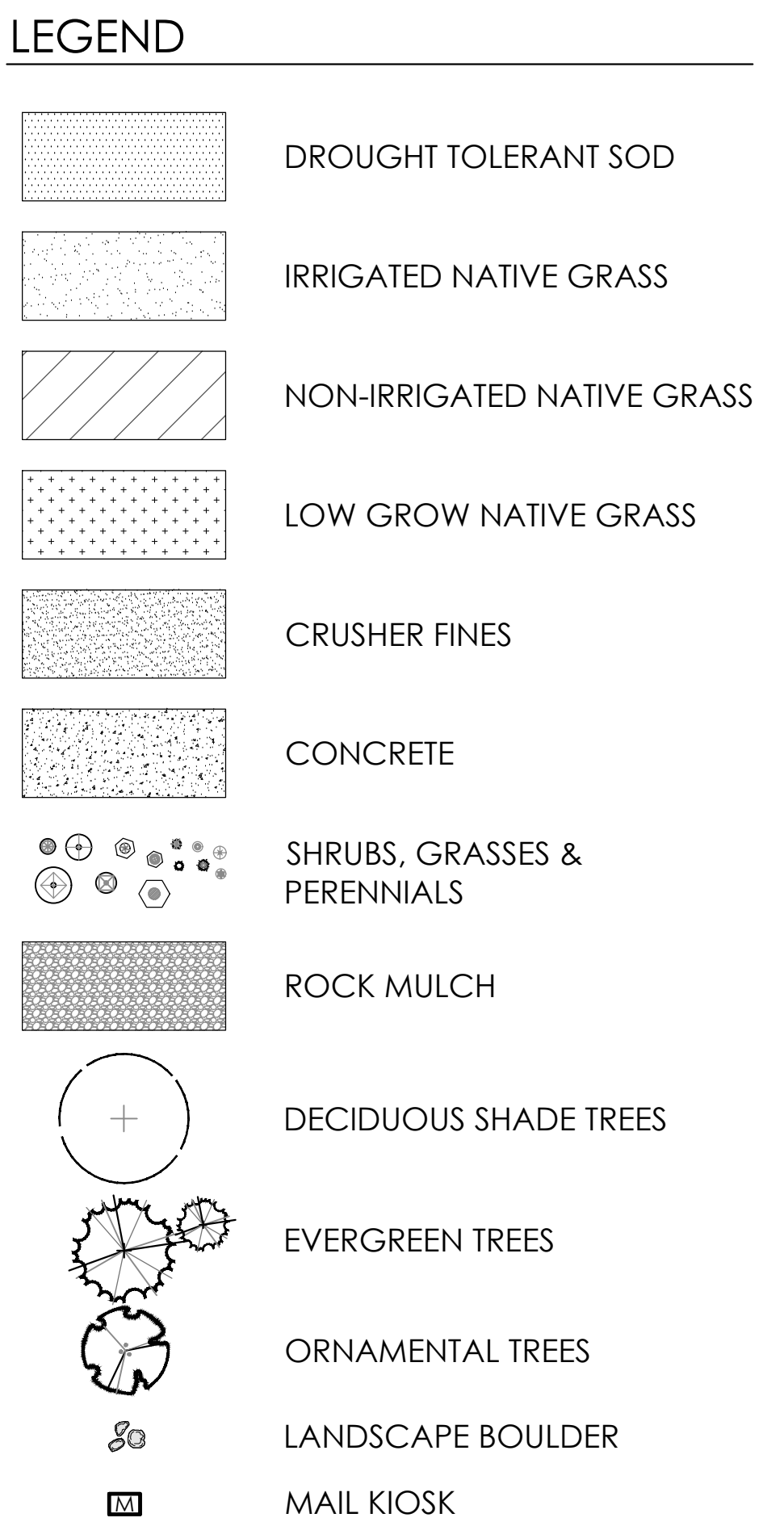
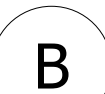
SHEET TITLE

LANDSCAPE
PLANS

SHEET NUMBER

L.2
SHEET 5 OF 25

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
143.486 ACRES, FP-23-003



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FINAL PLAT**

SUBMITTAL DATE
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04.19.2023

SHEET TITLE

LANDSCAPE
PLANS

SHEET NUMBER

L.3

SHEET 6 OF 25

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
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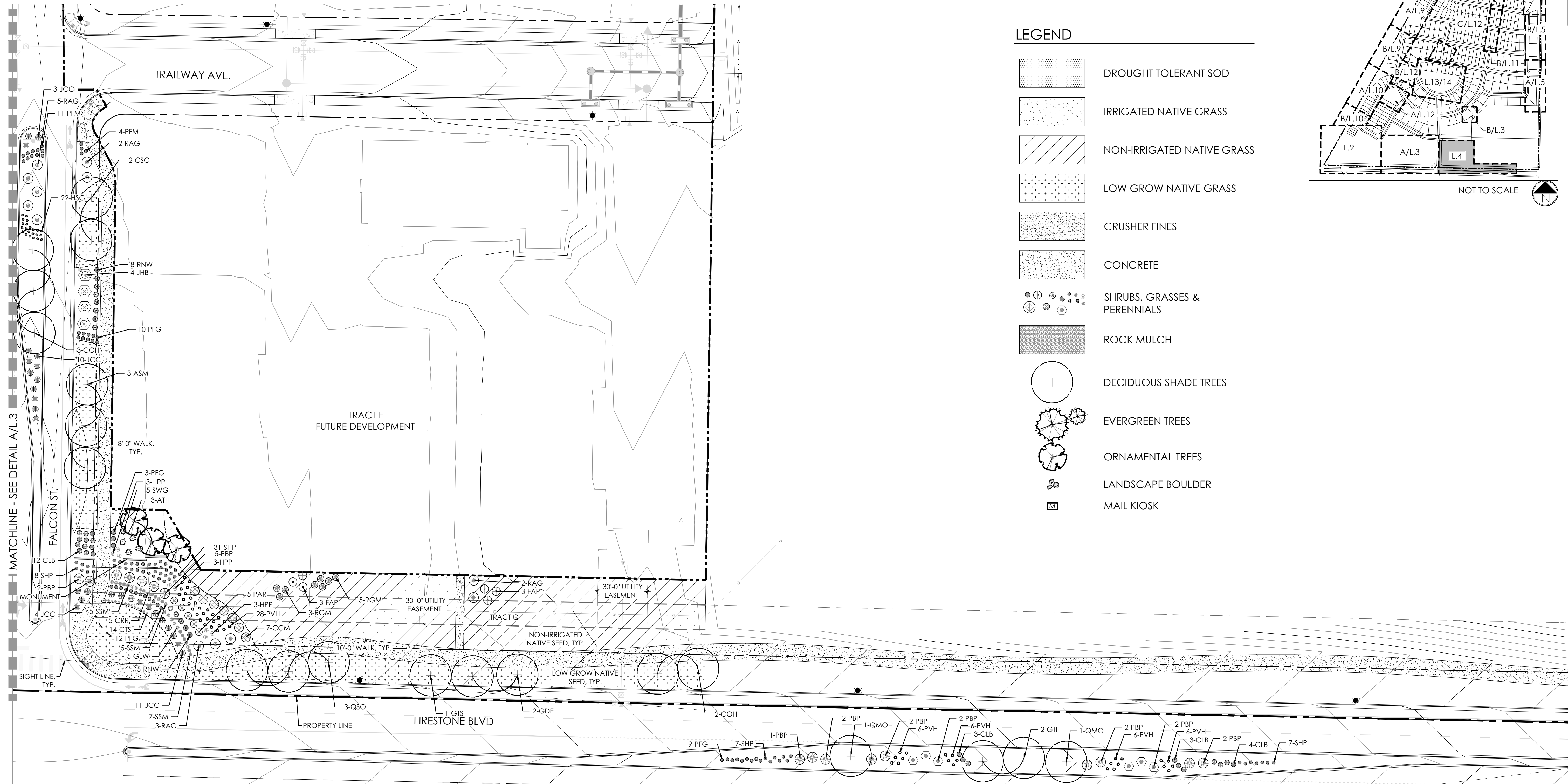
SHEET TITLE

LANDSCAPE
PLANS

SHEET NUMBER

L.4

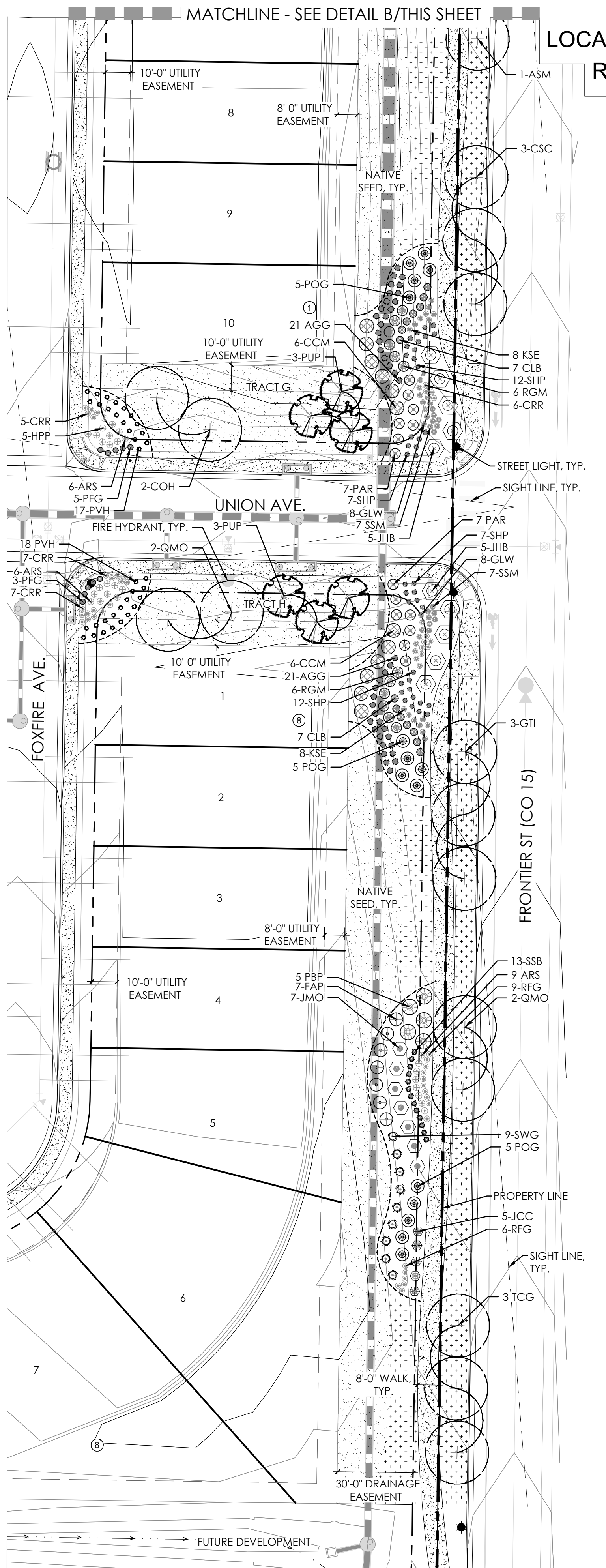
SHEET 7 OF 25



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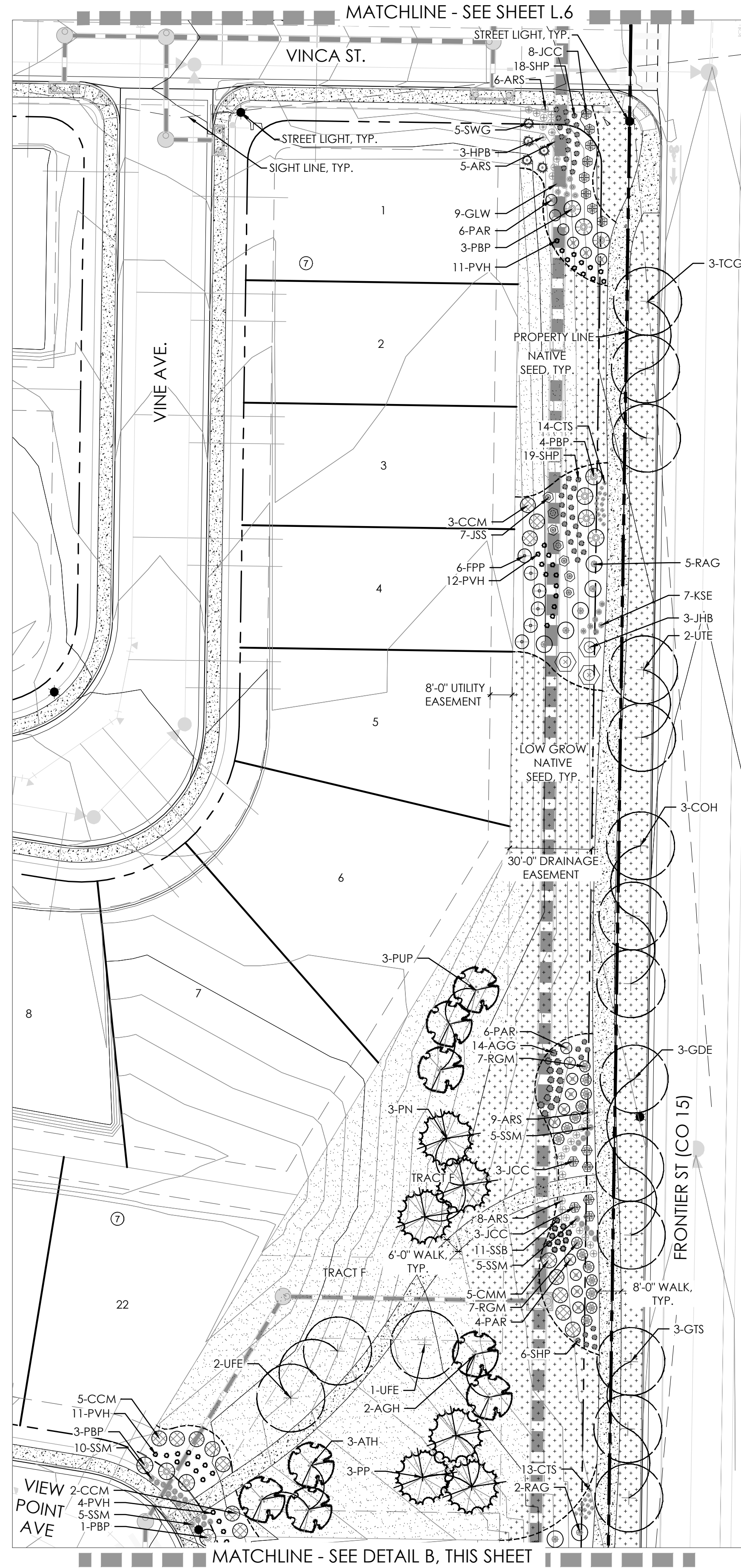
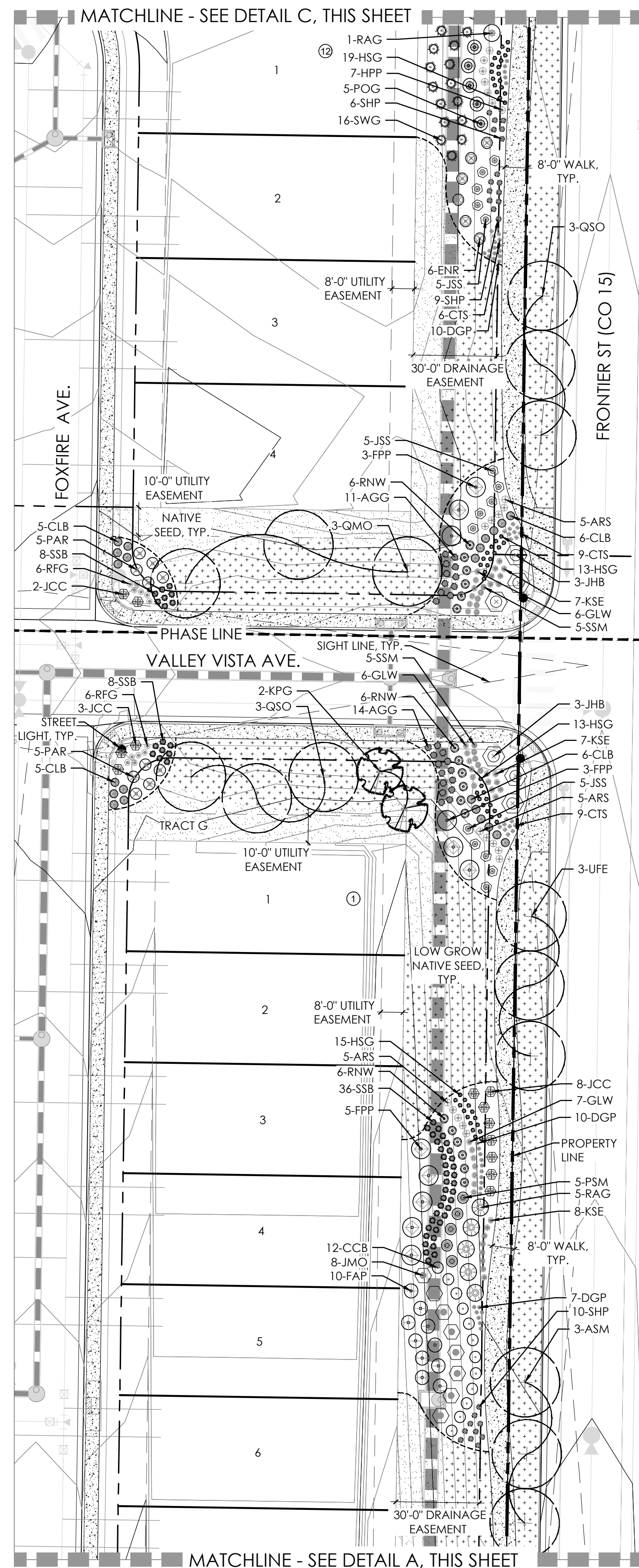
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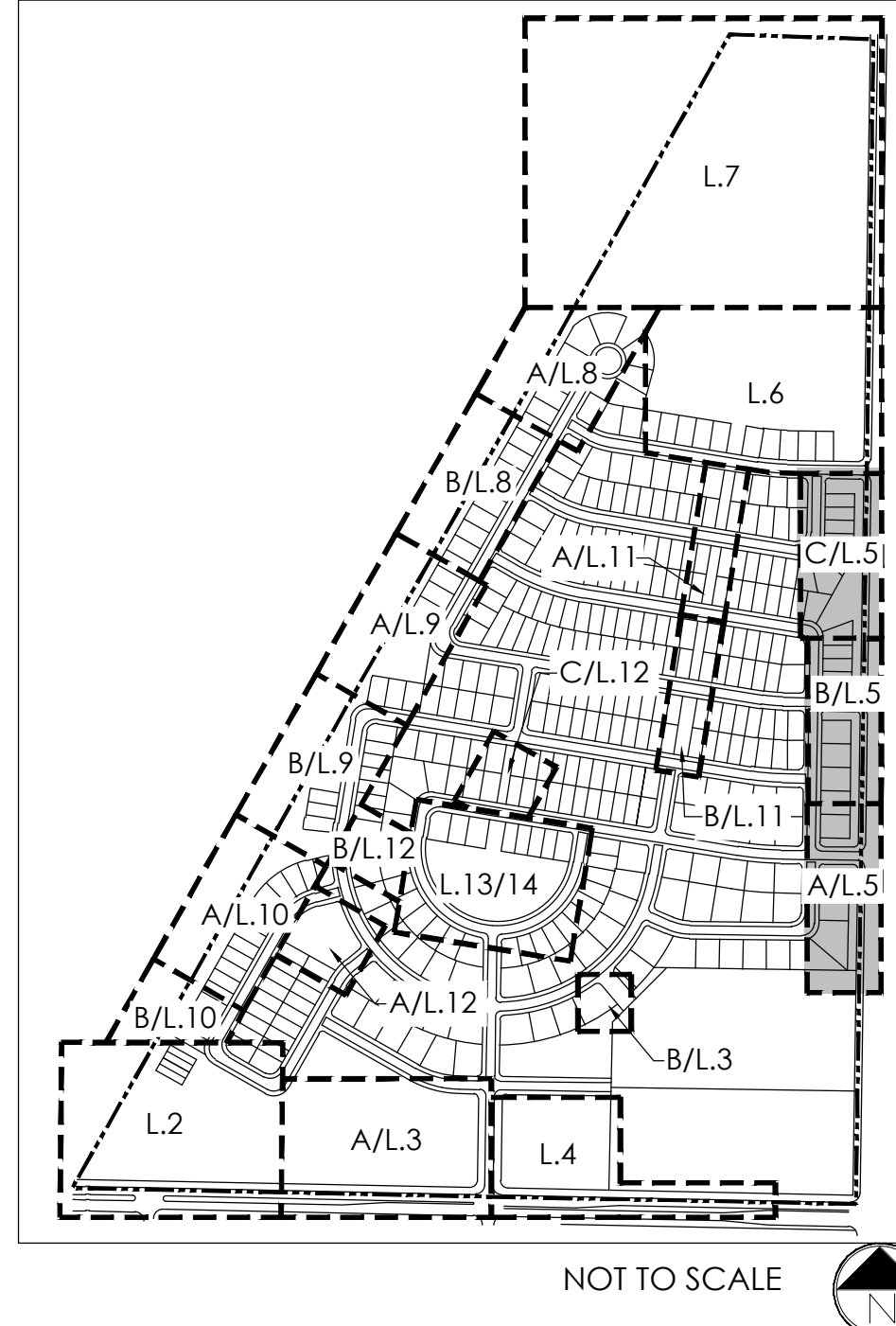


DENMORE, FILING 1 & 2 LANDSCAPE PLAN

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
143.486 ACRES, FP-23-003

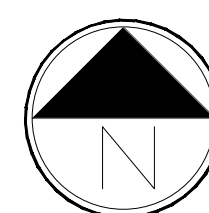


KEY MAP

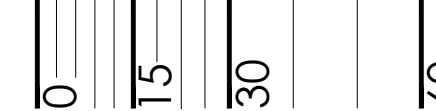


LEGEND

- 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
- MAIL KIOSK



Scale: 1"= 30'-0"



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SHEET TITLE

LANDSCAPE
PLANS

SHEET NUMBER

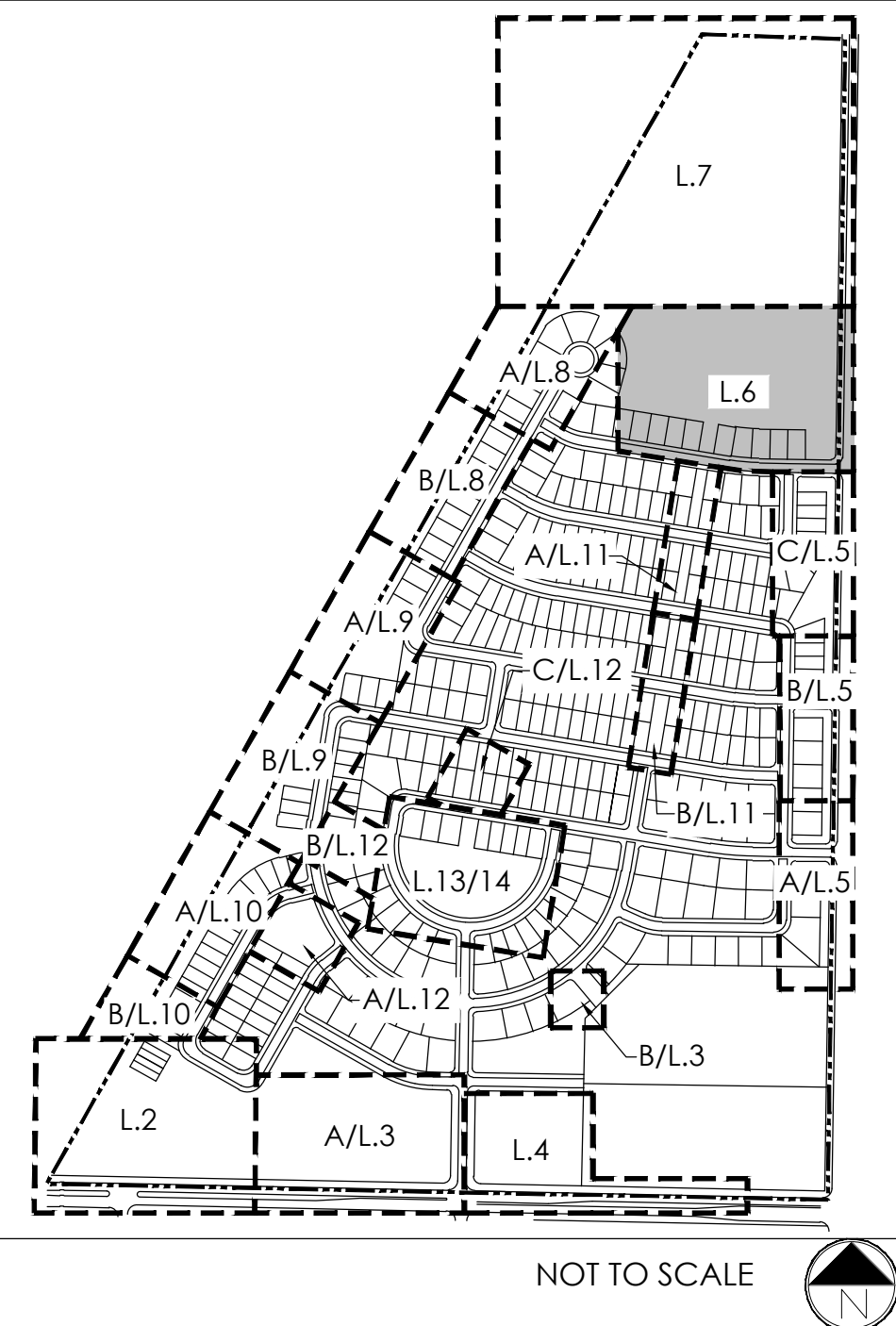
L.5

SHEET 8 OF 25

DENMORE, FILING 1 & 2 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
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KEY MAP



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SHEET TITLE

LANDSCAPE
PLANS

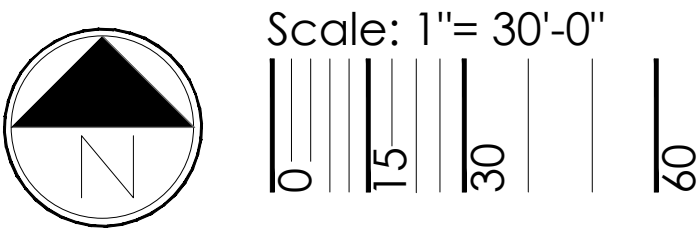
SHEET NUMBER

L.6
SHEET 9 OF 25



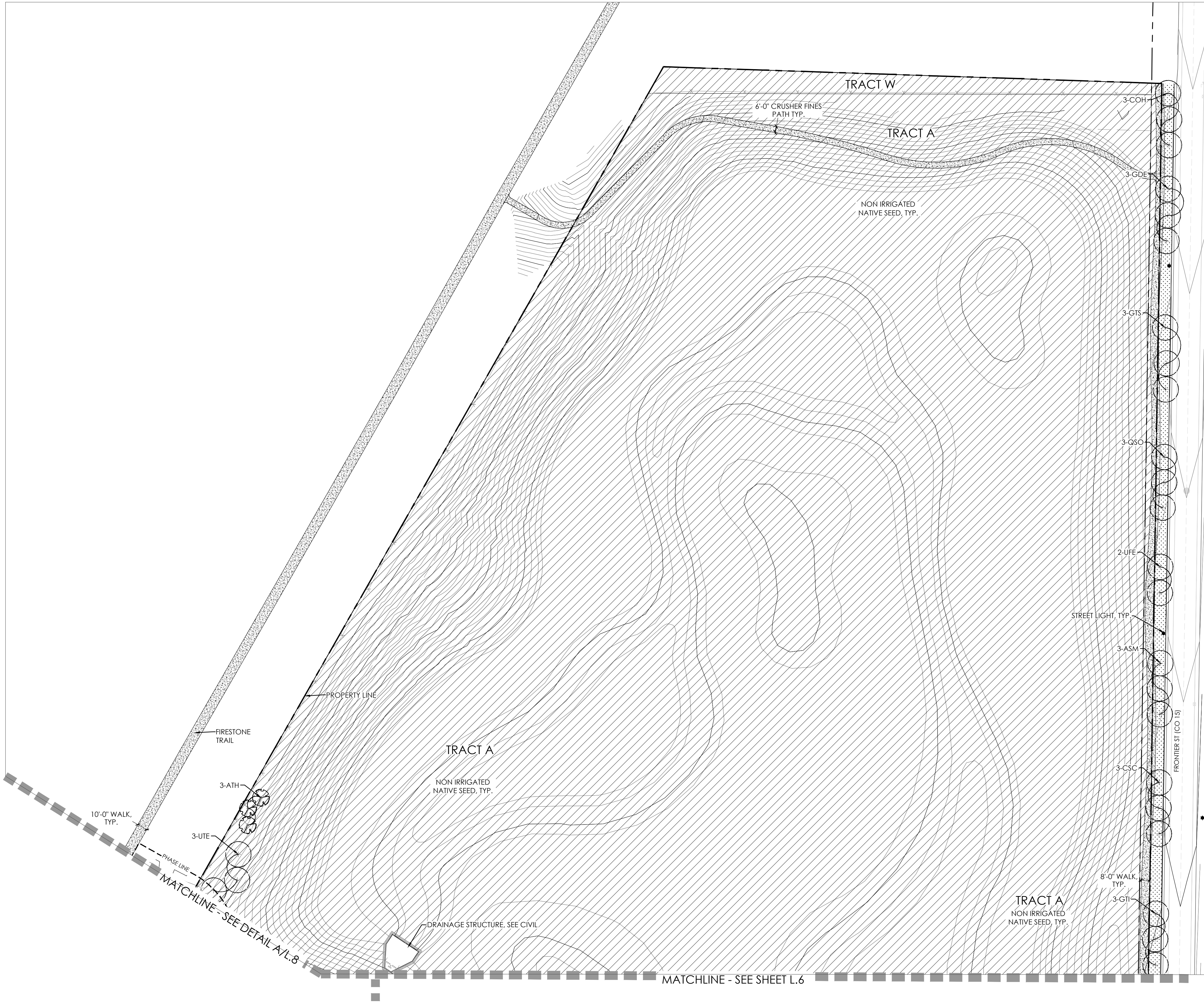
LEGEND

- 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
- MAIL KIOSK

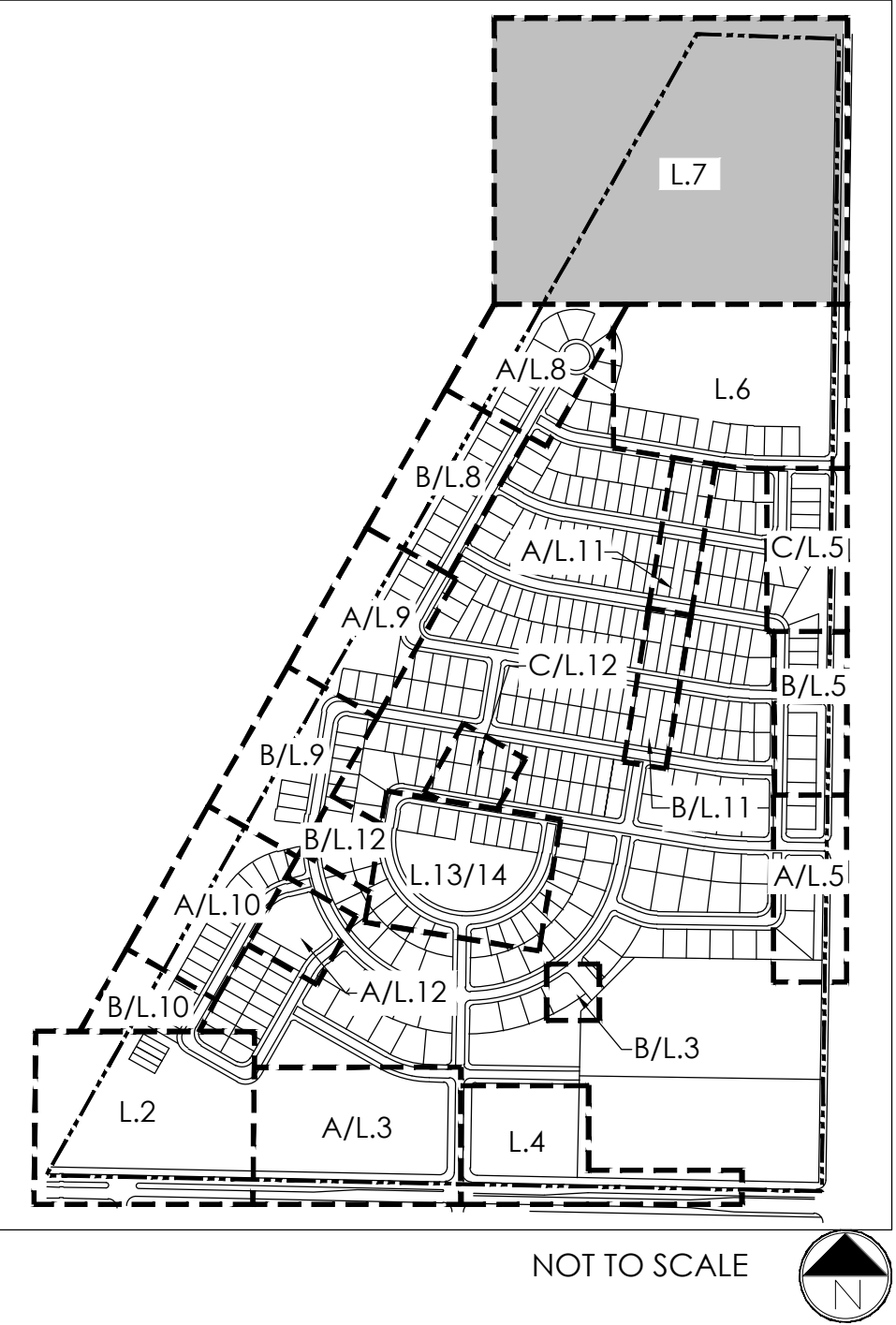


DENMORE, FILING 1 & 2 LANDSCAPE PLAN

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
143.486 ACRES, FP-23-003

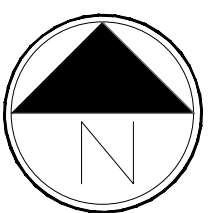


KEY MAP



LEGEND

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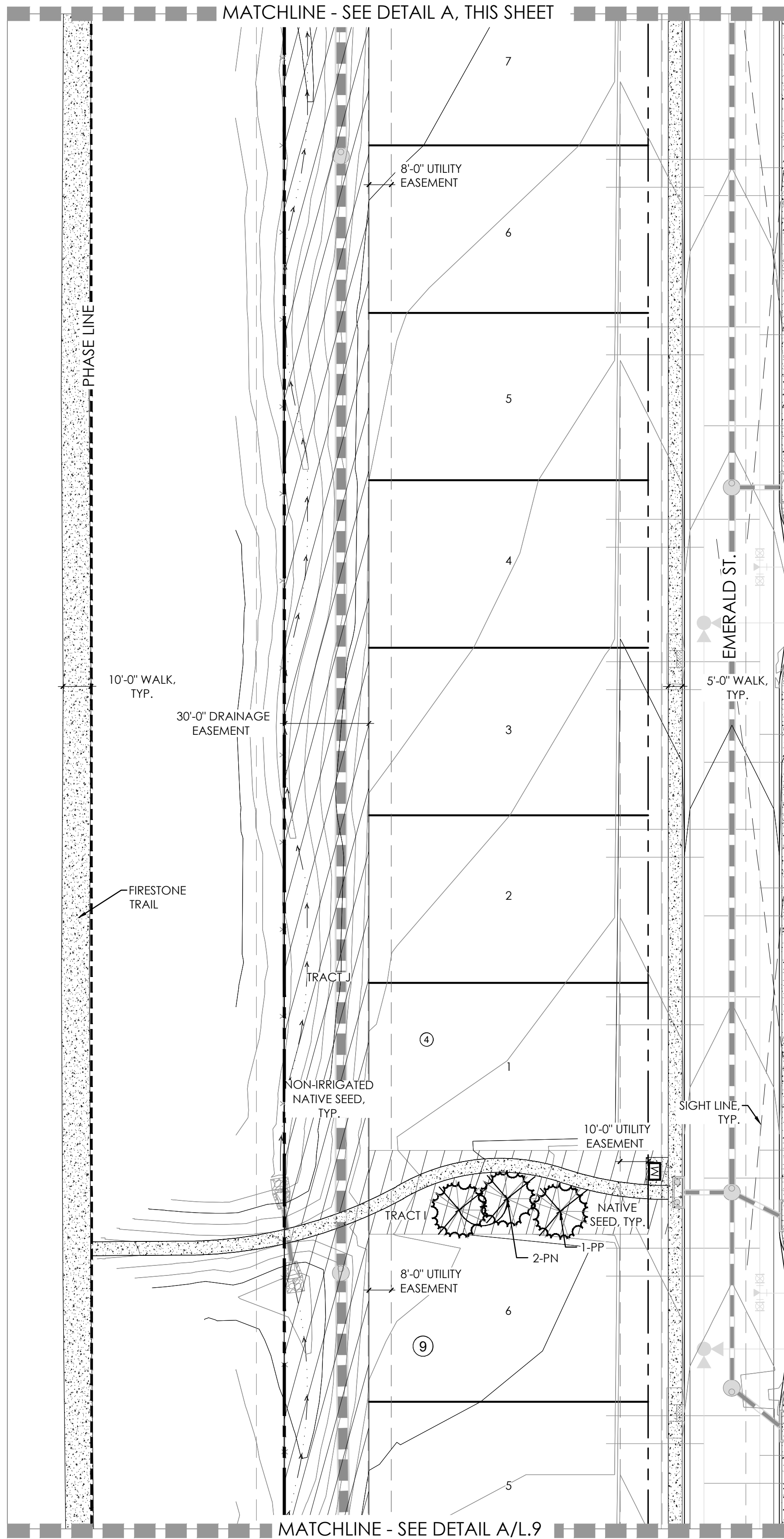
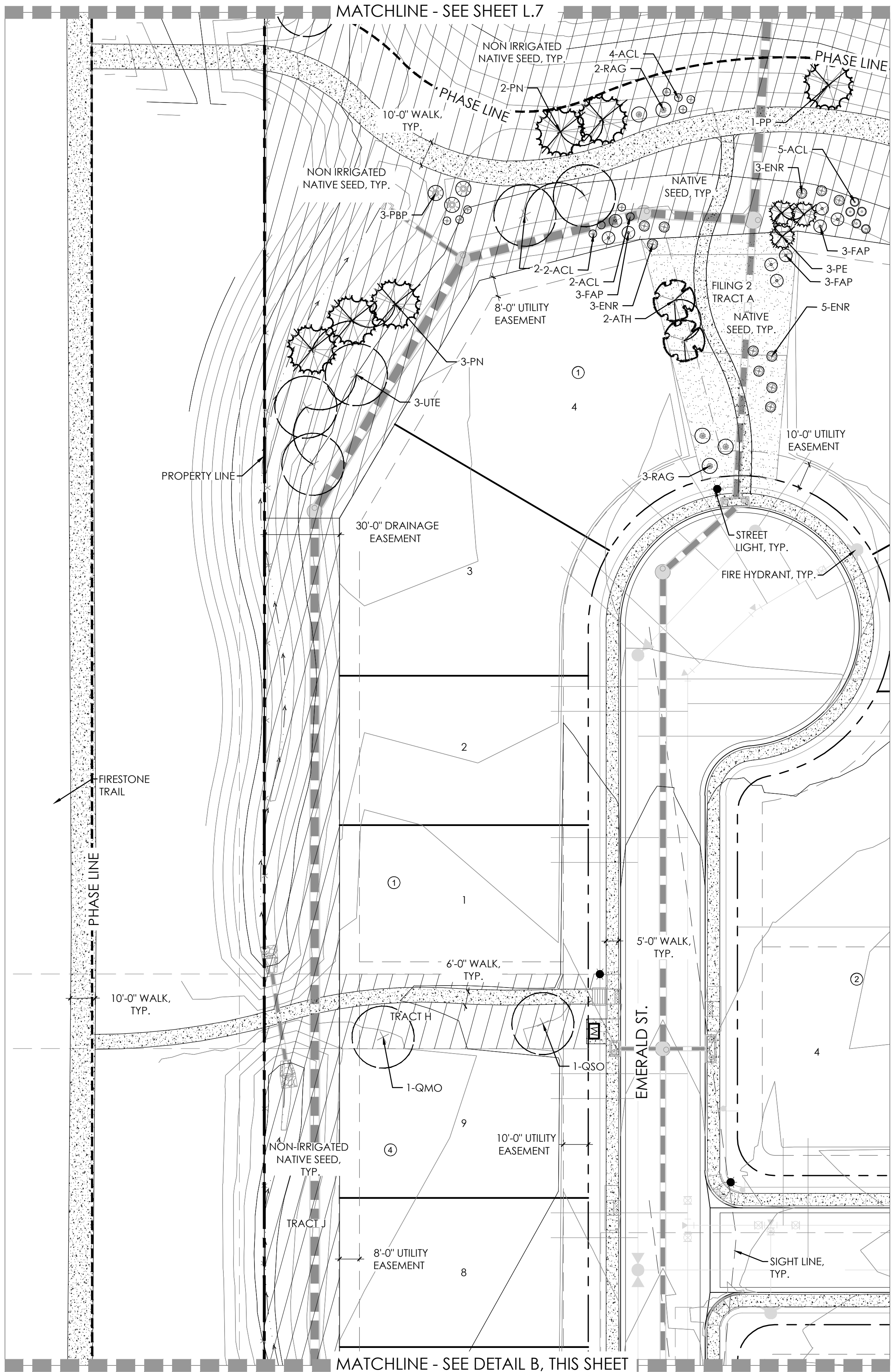
LANDSCAPE
PLANS

SHEET NUMBER

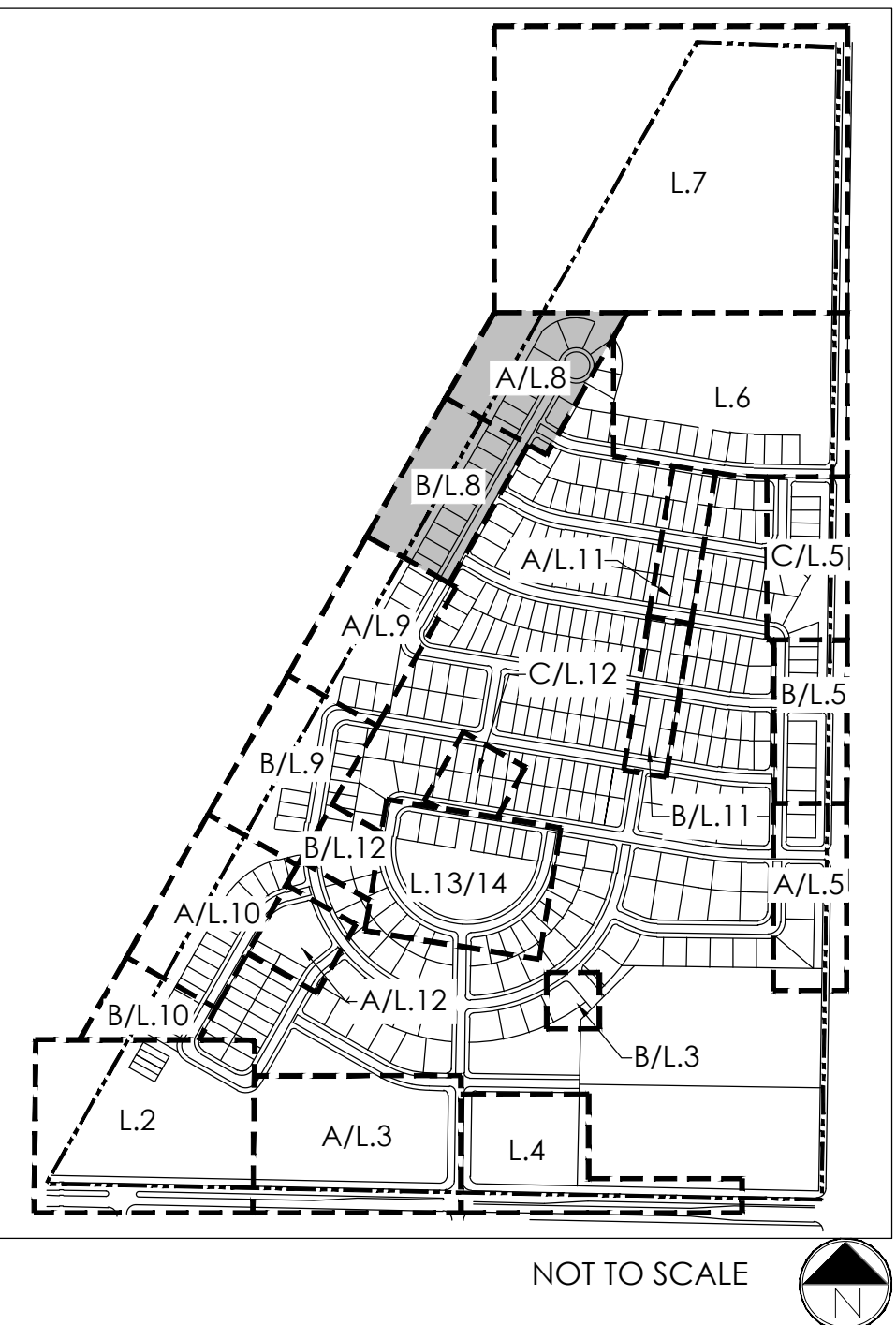
L.7
SHEET 10 OF 25

DENMORE, FILING 1 & 2 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
143.486 ACRES, FP-23-003

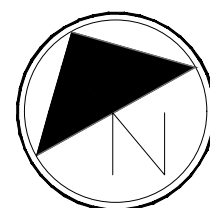


KEY MAP



LEGEND

- DROUGHT TOLERANT SOD
- IRRIGATED NATIVE GRASS
- NON-IRRIGATED NATIVE GRASS
- LOW GROW NATIVE GRASS
- CRUSHER FINES
- CONCRETE
- SHRUBS, GRASSES & PERENNIALS
- ROCK MULCH
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- EVERGREEN TREES
- ORNAMENTAL TREES
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Scale: 1"= 50'-0"

0 25 50 100

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PROJECT NAME

DENMORE
FIRESTONE, COLORADO
FINAL PLAT

SUBMITTAL DATE:
01.27.2023
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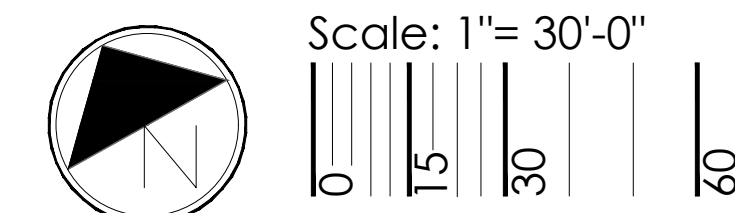
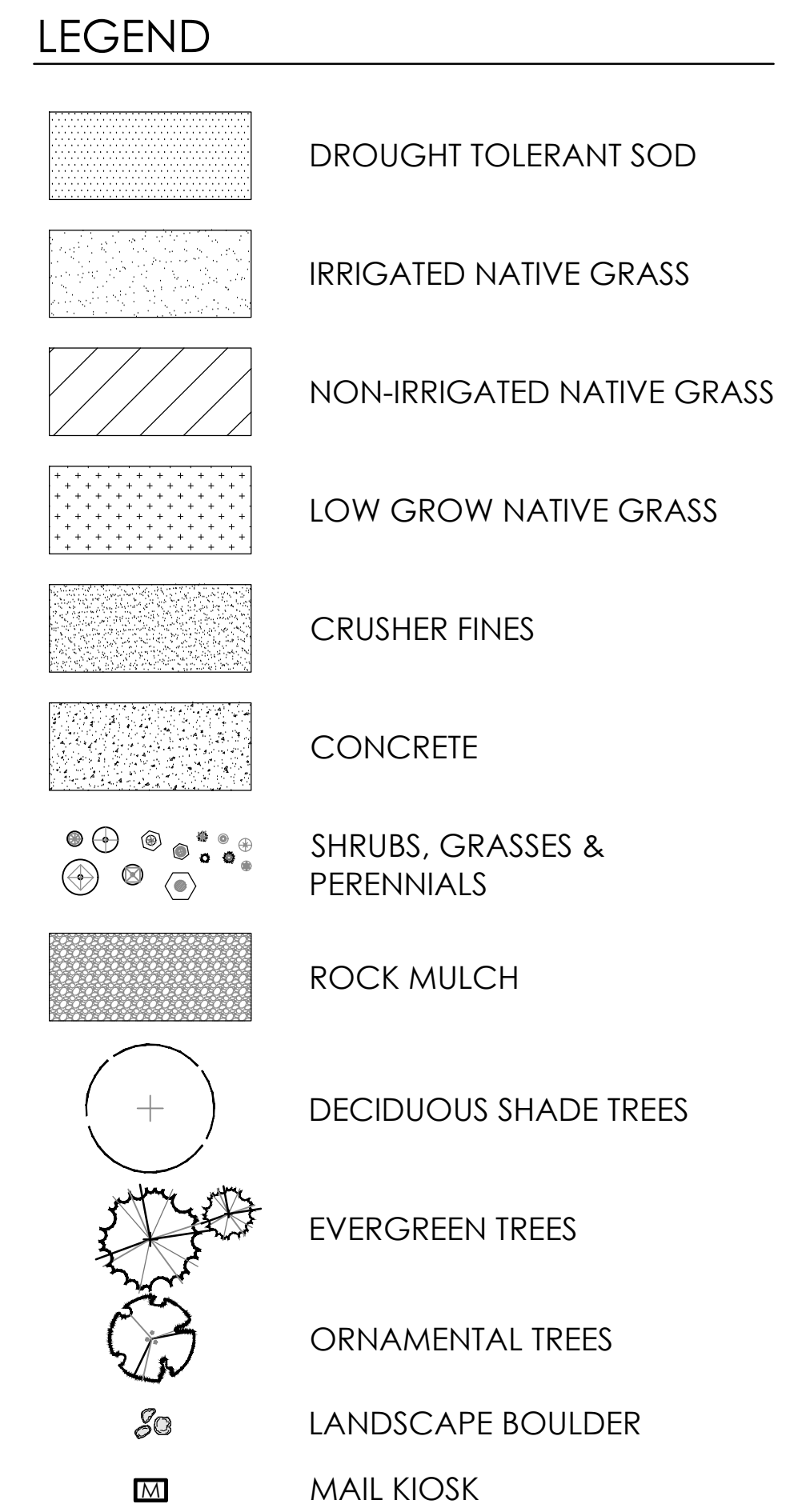
SHEET TITLE

LANDSCAPE
PLANS

SHEET NUMBER

L.8
SHEET 11 OF 25

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
143.486 ACRES, FP-23-003



NOT FOR CONSTRUCTION



PROJECT NAME

DENMORE FIRESTONE, COLORADO FINAL PLAT

SUBMITTAL DATE:
01.27.2023

REVISION DATE:
04.19.2023

SHEET TITLE

LANDSCAPE
PLANS

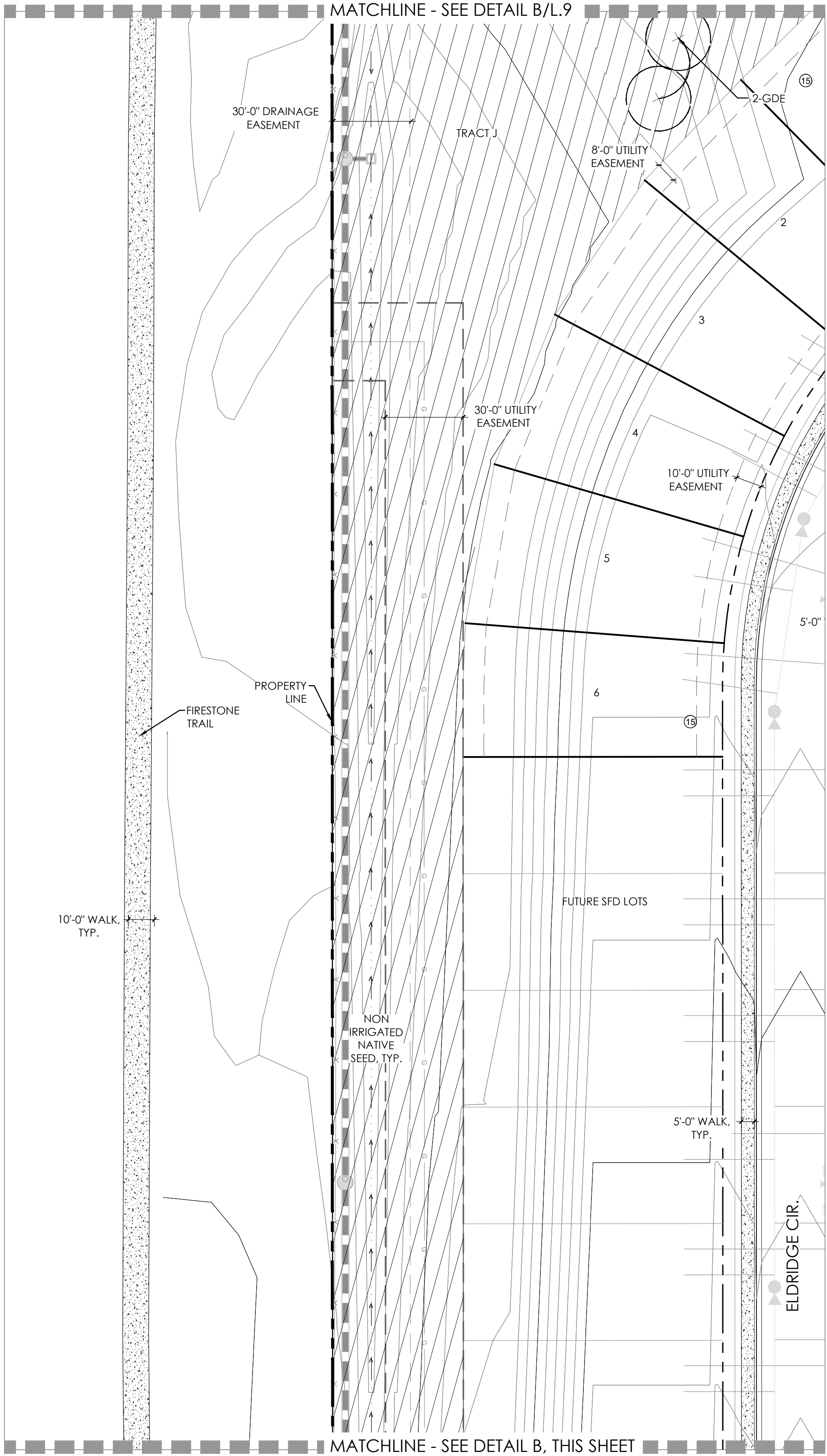
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L.9

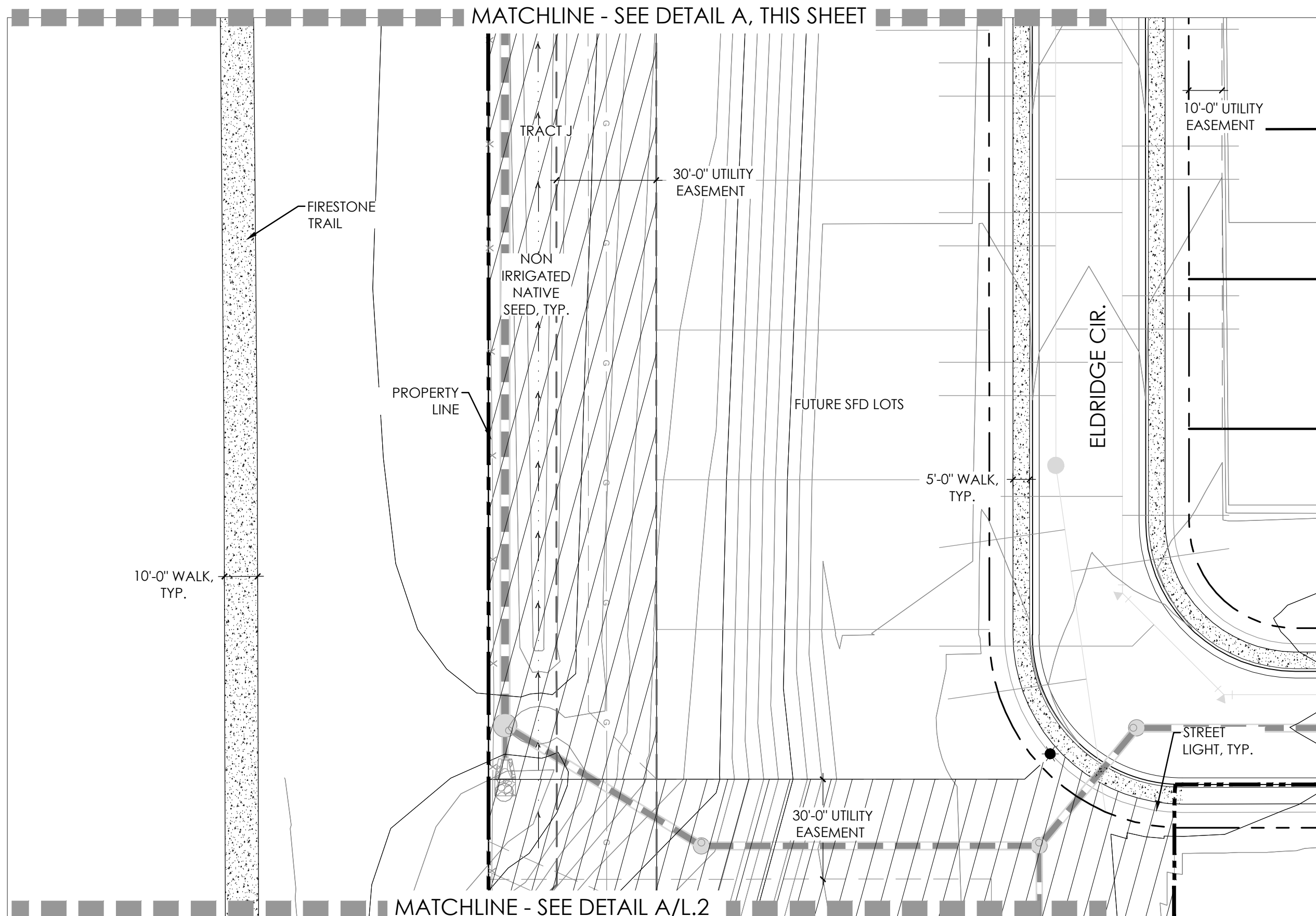
SHEET 12 OF 25

DENMORE, FILING 1 & 2 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
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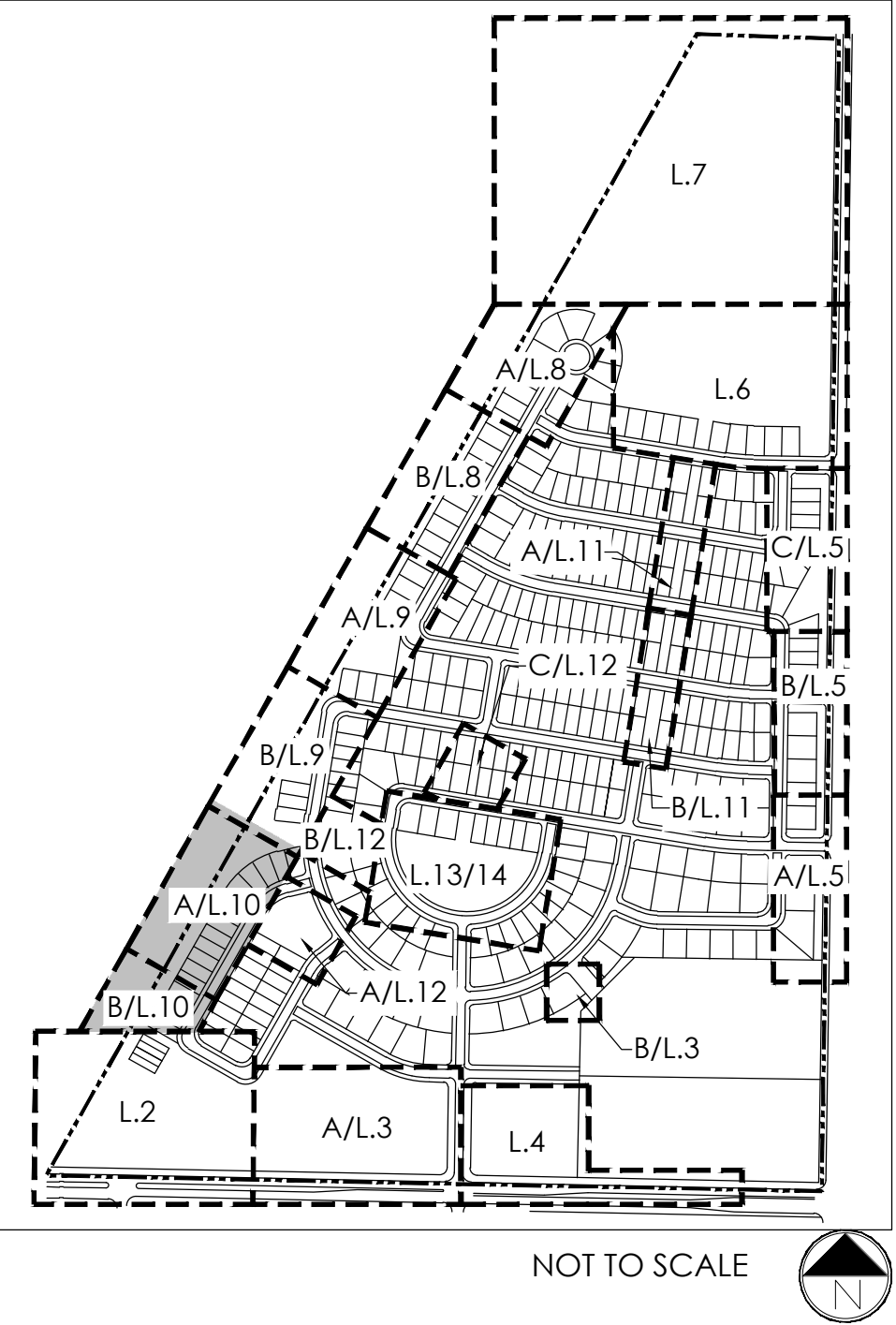


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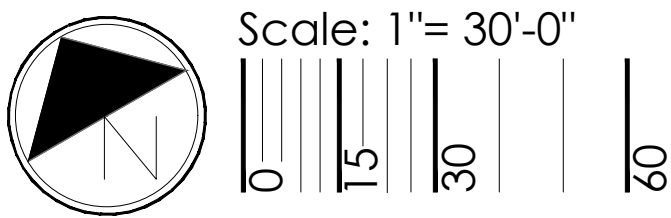
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KEY MAP



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
- MAIL KIOSK



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DENMORE
FIRESTONE, COLORADO
FINAL PLAT

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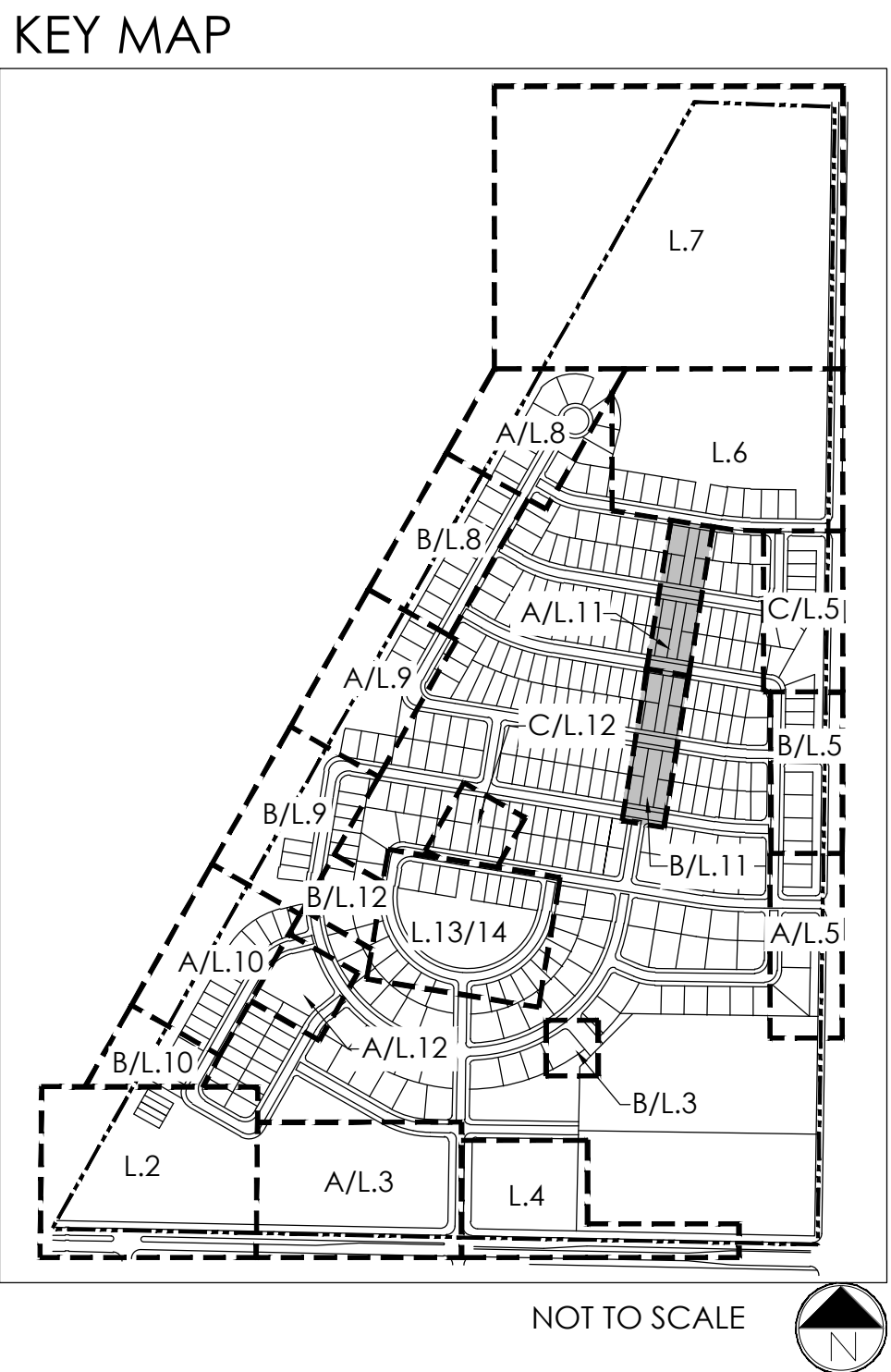
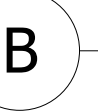
SHEET TITLE

LANDSCAPE
PLANS

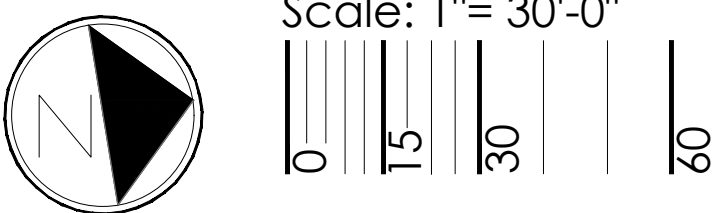
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L.10
SHEET 13 OF 25

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
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	DROUGHT TOLERANT SOD
	IRRIGATED NATIVE GRASS
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	LOW GROW NATIVE GRASS
	CRUSHER FINES
	CONCRETE
	SHRUBS, GRASSES & PERENNIALS
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	DECIDUOUS SHADE TREES
	EVERGREEN TREES
	ORNAMENTAL TREES
	LANDSCAPE BOULDER
	MAIL KIOSK



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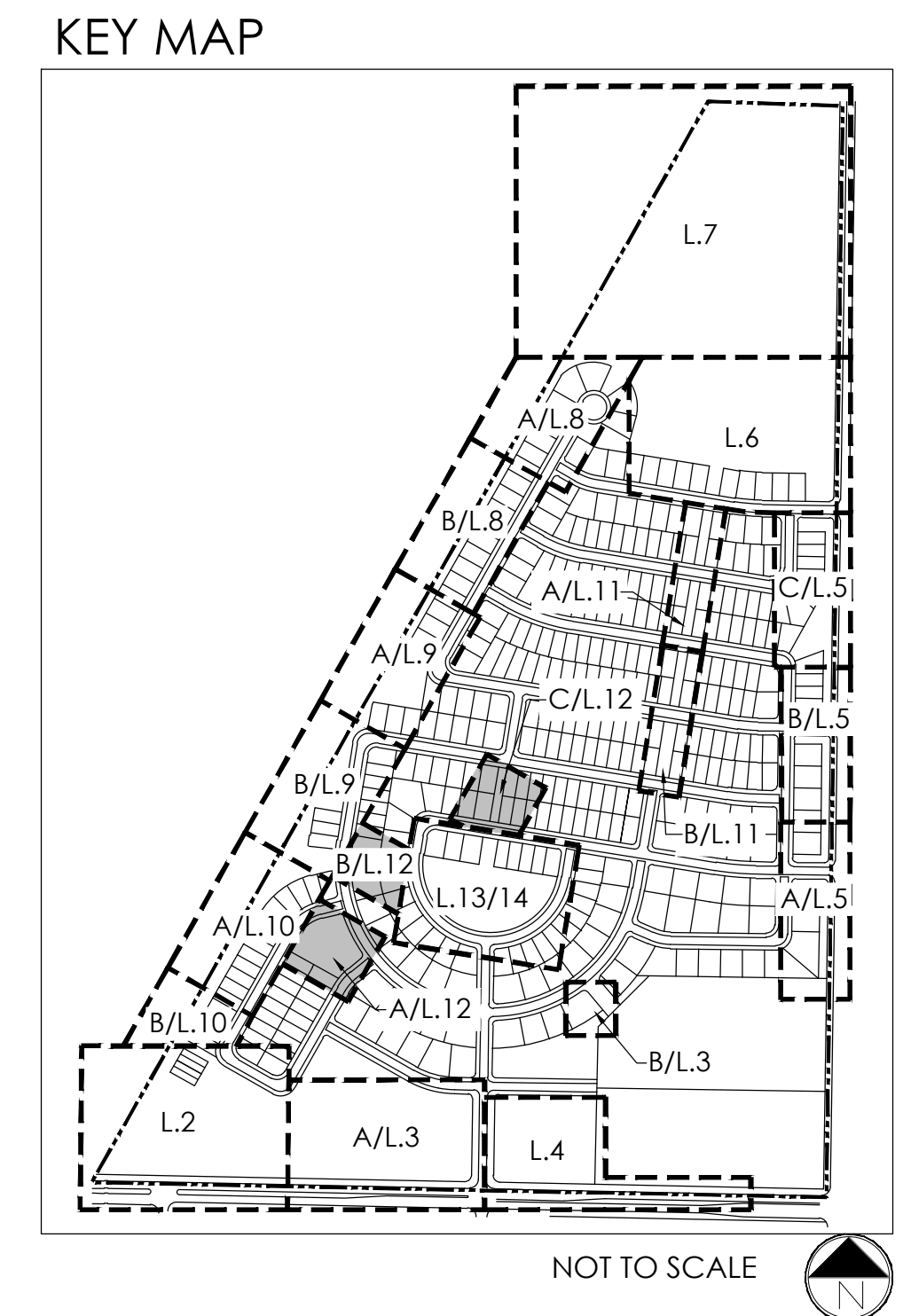
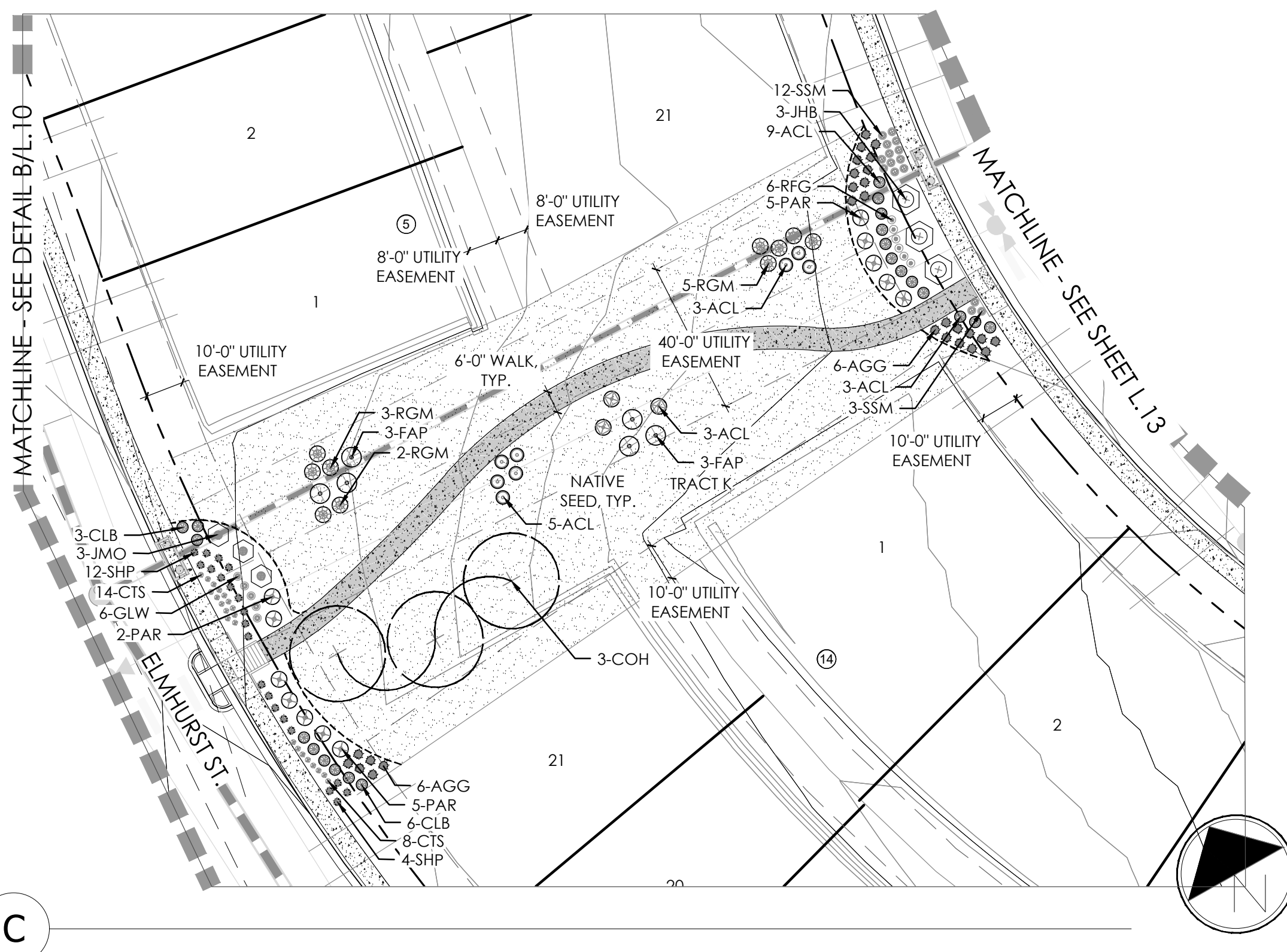
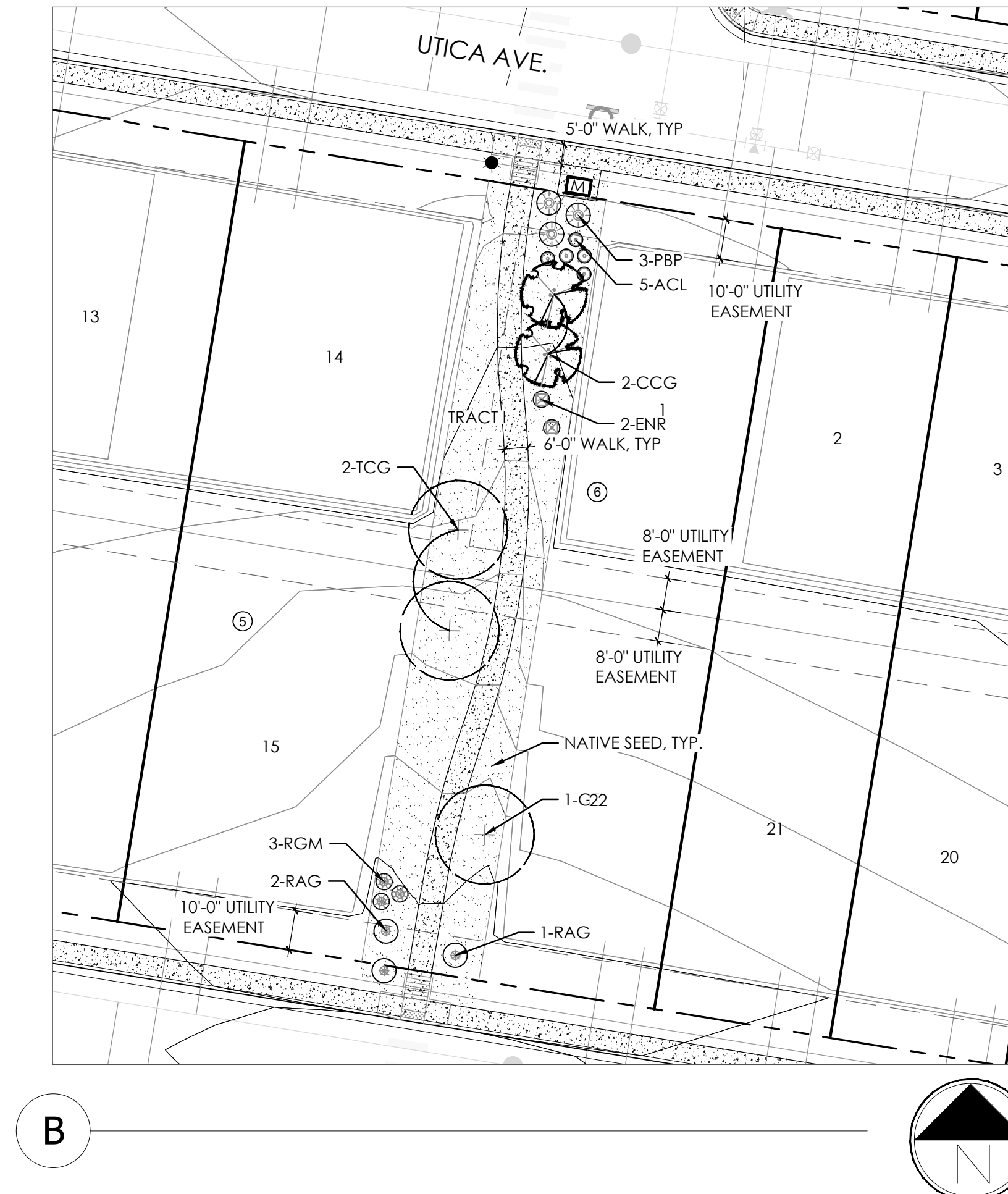
LANDSCAPE
PLANS

SHEET NUMBER

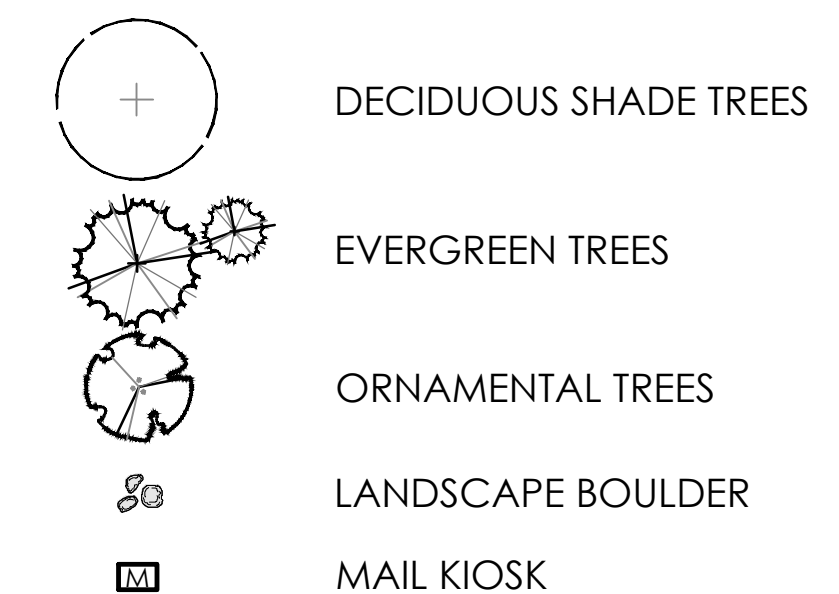
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SHEET 14 OF 25

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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
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	DROUGHT TOLERANT SOD
	IRRIGATED NATIVE GRASS
	NON-IRRIGATED NATIVE GRASS
	LOW GROW NATIVE GRASS
	CRUSHER FINES
	CONCRETE
	SHRUBS, GRASSES & PERENNIALS
	ROCK MULCH



0
15
30
60



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FIRESTONE, COLORADO
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LANDSCAPE
PLANS

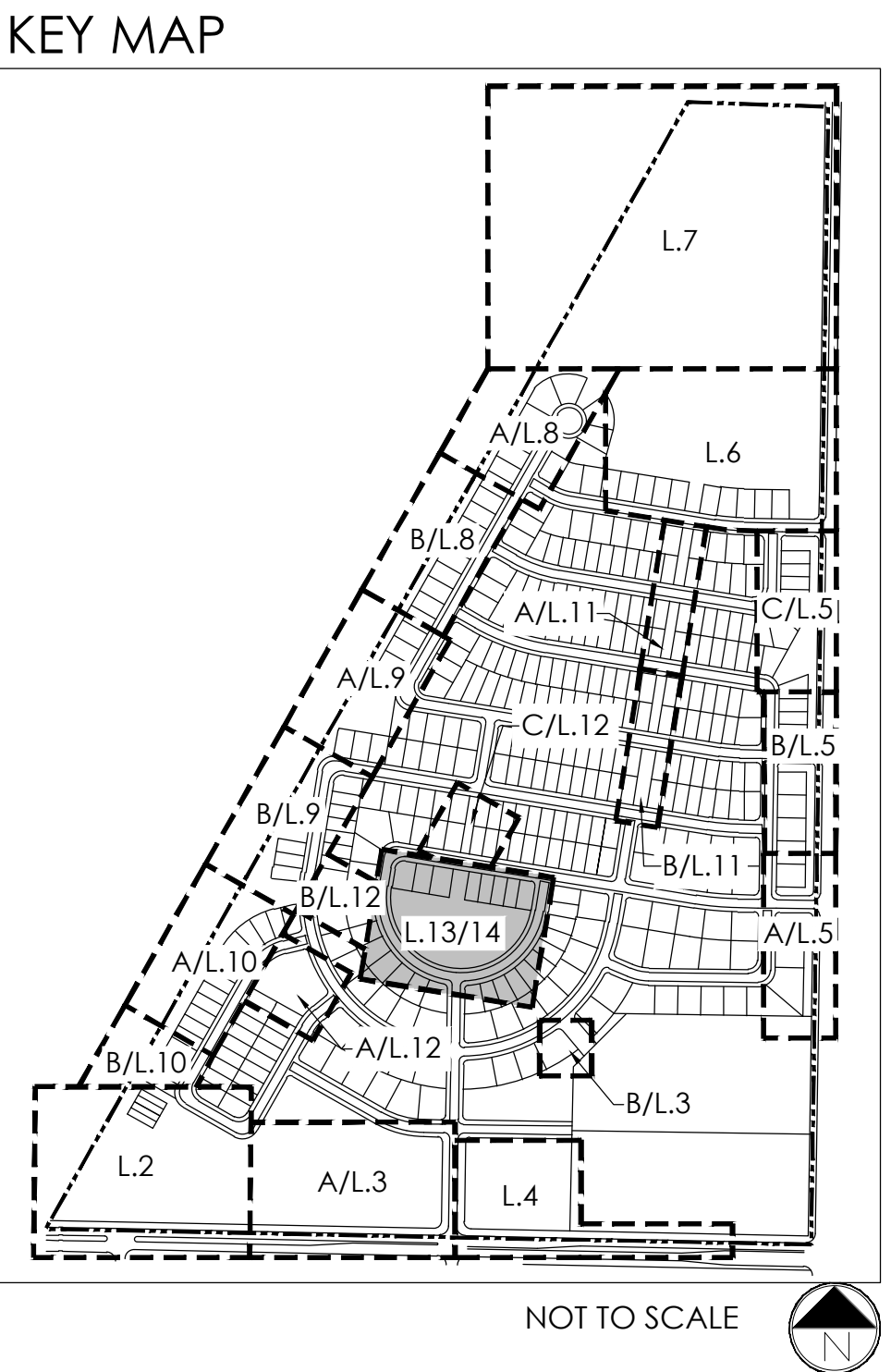
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SHEET 15 OF 25

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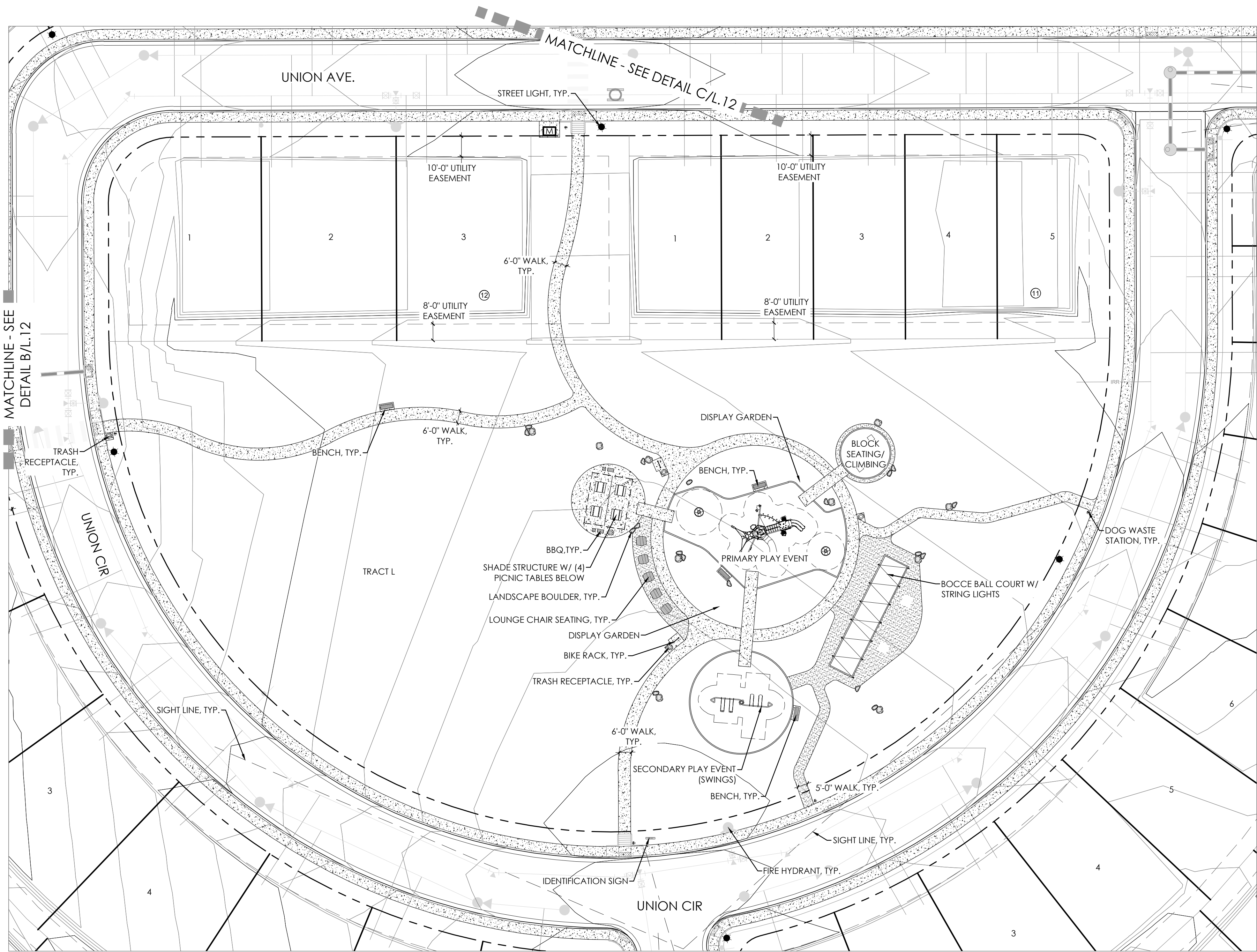
SHEET TITLE

PARK FURNISHING PLANS

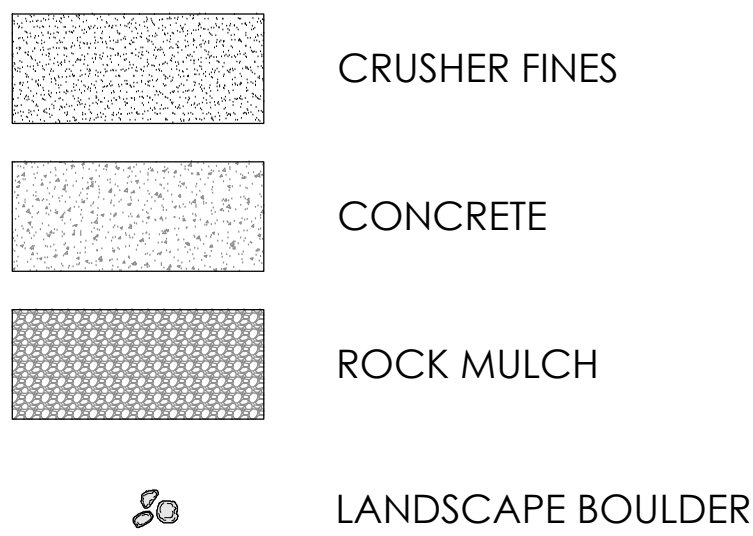
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SHEET 16 OF 25

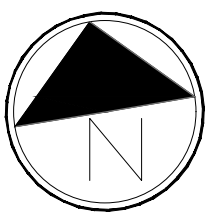


LEGEND

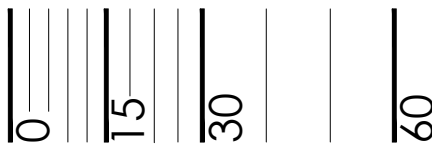


POCKET PARK STANDARDS		REQUIRED QTY.	PROVIDED QTY.
COMPONENT LIST	COMPONENTS PROVIDED		
(ALL REQUIRED, DOUBLE 5 OF 10 COMPONENTS)	BENCHES	4	4
	BIKE RACK (4 BIKE MIN.)	2	2
	IDENTIFICATION SIGN	1	1
	INDIVIDUAL SHELTER W/ (2) PICNIC TABLES)	1	SEE LIST B
	IRRIGATION*	AS APPLICABLE	AS APPLICABLE
	OPEN TURF AREA	6,000 SF MIN.	39,840 SF
	TRASH RECEPTICLES	4	5
	PLANT MATERIALS	SEE LANDSCAPE TABLE	SEE LANDSCAPE TABLE
LIST B (2 REQUIRED, 3 PROVIDED)	DISPLAY GARDEN W/ PLANT IDENTIFICATION PLACARDS	AS APPLICABLE	AS APPLICABLE
	00 SQ. FT. W/ (4) PICNIC TABLES)	1	1
		1,000 LF MIN.	1,010
LIST C (3 REQUIRED, 6 PROVIDED)	MULTI LEVEL PLAY STRUCTURE	1	1
	NATURAL AREA	10,000 SF MIN.	33,632 SF
		1	1
	URE	1	1
	CULPTED AS A PLAY BERM	N/A	N/A
	FEATURES	3	3 (SWINGS, (2) SPRING TOYS)
LIST D (2 REQUIRED, 4 PROVIDED)	BBQ GRILLS	2	2
	BENCHES (TWO PER ACRE)	4	5
	TING FOR SHADE STRUCTURE	N/A	N/A
	DOUBLE THE LIST 'A' REQUIREMENTS)	SEE LANDSCAPE TABLE	SEE LANDSCAPE TABLE

*ALL LANDSCAPE AREAS IN PARK SHALL BE IRRIGATED USING AN UNDERGROUND IRRIGATION SYSTEM



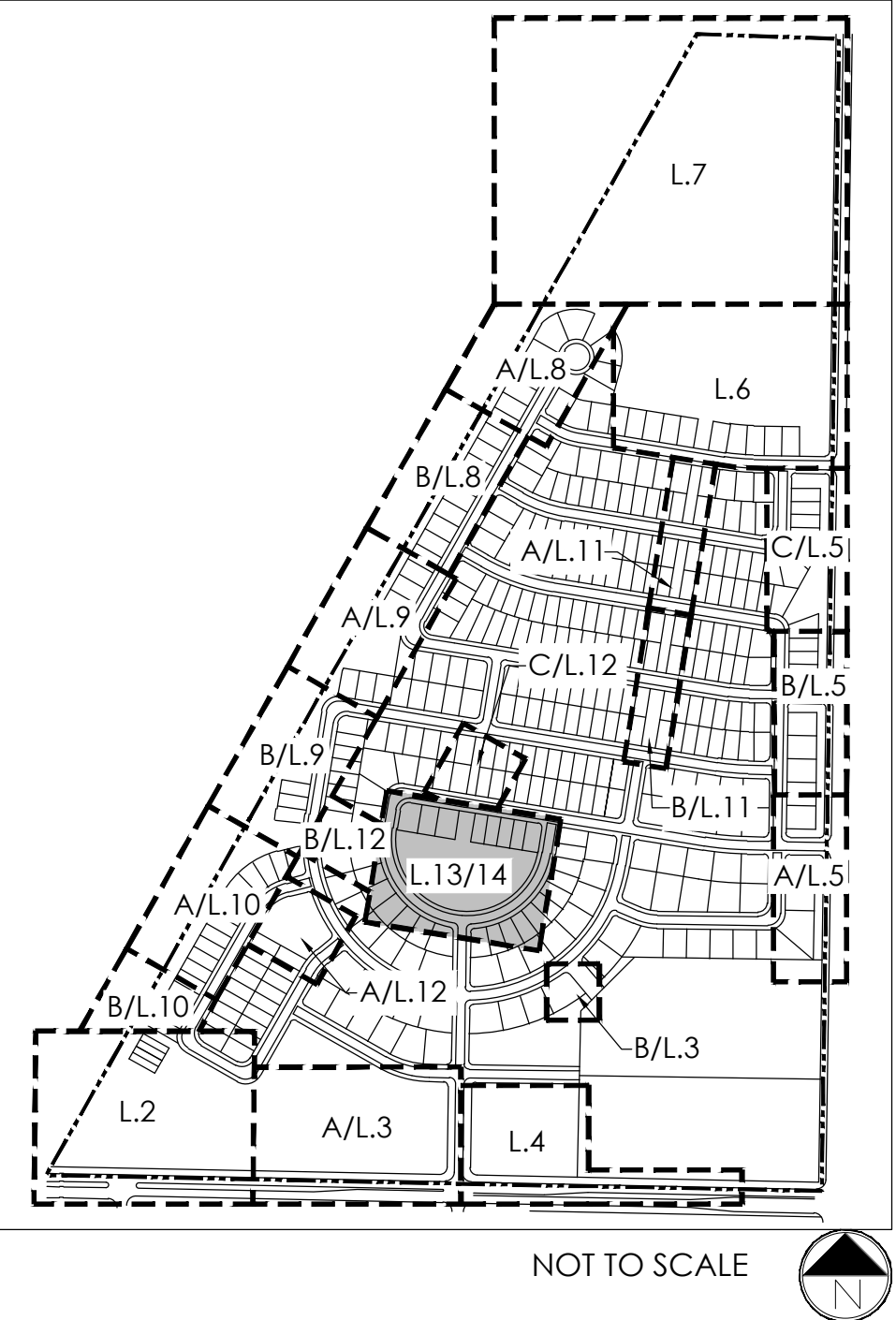
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DENMORE, FILING 1 & 2 LANDSCAPE PLAN

LOCATED IN THE SOUTH HALF AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH,
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143.486 ACRES, FP-23-003

KEY MAP



NOT FOR CONSTRUCTION



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FINAL PLAT

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SHEET TITLE

PARK
LANDSCAPE
PLANS

SHEET NUMBER

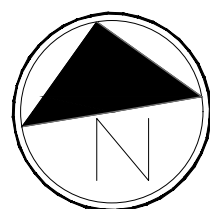
L.14
SHEET 17 OF 25

LEGEND

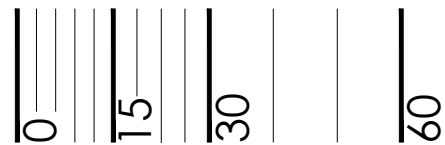
- DROUGHT TOLERANT SOD
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- DECIDUOUS SHADE TREES
- EVERGREEN TREES
- ORNAMENTAL TREES
- LANDSCAPE BOULDER
- MAIL KIOSK

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	33,652 sf

*NOT INCLUDING TREE LAWN TREES AND LANDSCAPE



Scale: 1"= 30'-0"



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DENMORE, FILING 1 & 2 LANDSCAPE PLAN

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143.486 ACRES, FP-23-003

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.

LANDSCAPE NOTES

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TREE REQUIREMENTS

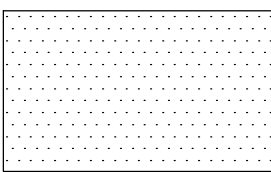
STREET	REQUIREMENT	LENGTH	TREES REQUIRED	TREES PROPOSED
FIRESTONE BLVD.	1 TREE/ 40 LINEAR FEET	2,794	70	70
FRONTIER ST.	1 TREE/ 40 LINEAR FEET	1,613	40	40

LANDSCAPE QUANTITIES

DESCRIPTION	QUANTITY
DOUGHT TOLERANT SOD	48,538 SF
LANDSCAPE BEDS	62,359 SF
IRRIGATED NATIVE SEED	270,735 SF
NON-IRRIGATED NATIVE SEED	1,214,770 SF
TREES	445

TURF

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

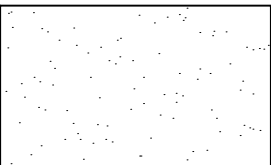


PLANT LIST

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	GLEDTISIA TRIACANTHOS INERMIS 'IMPERIAL'	HONEYLOCUST, IMPERIAL	2" CAL
GTS	GLEDTISIA 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 COGGYGRIA 'WINECRAFT BLACK'	SMOKE TREE, WINECRAFT BLACK	#5 CONT.
CCB	CHRYSOETHAMNUS NAUSEOSUS 'ALBICAULIS'	SPIREA, BLUE MT	#5 CONT.
CLB	CYTISUS X LENA	BROOM, LENA	#5 CONT.
ENR	ERICACERIA 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'	POTENTIALLA, GOLD STAR	#5 CONT.
POG	PHYSOCARPUS OPULIFOLIUS 'DARTS GOLD'	NINEBARK, DARTS 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

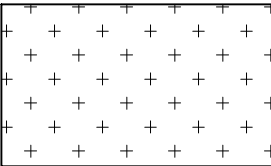
PBSI NATIVE SEED MIX

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
FINAL PLAT

SUBMITTAL DATE:
01.27.2023

REVISION DATE:
04.19.2023

SHEET TITLE

LANDSCAPE
NOTES &
DETAILS

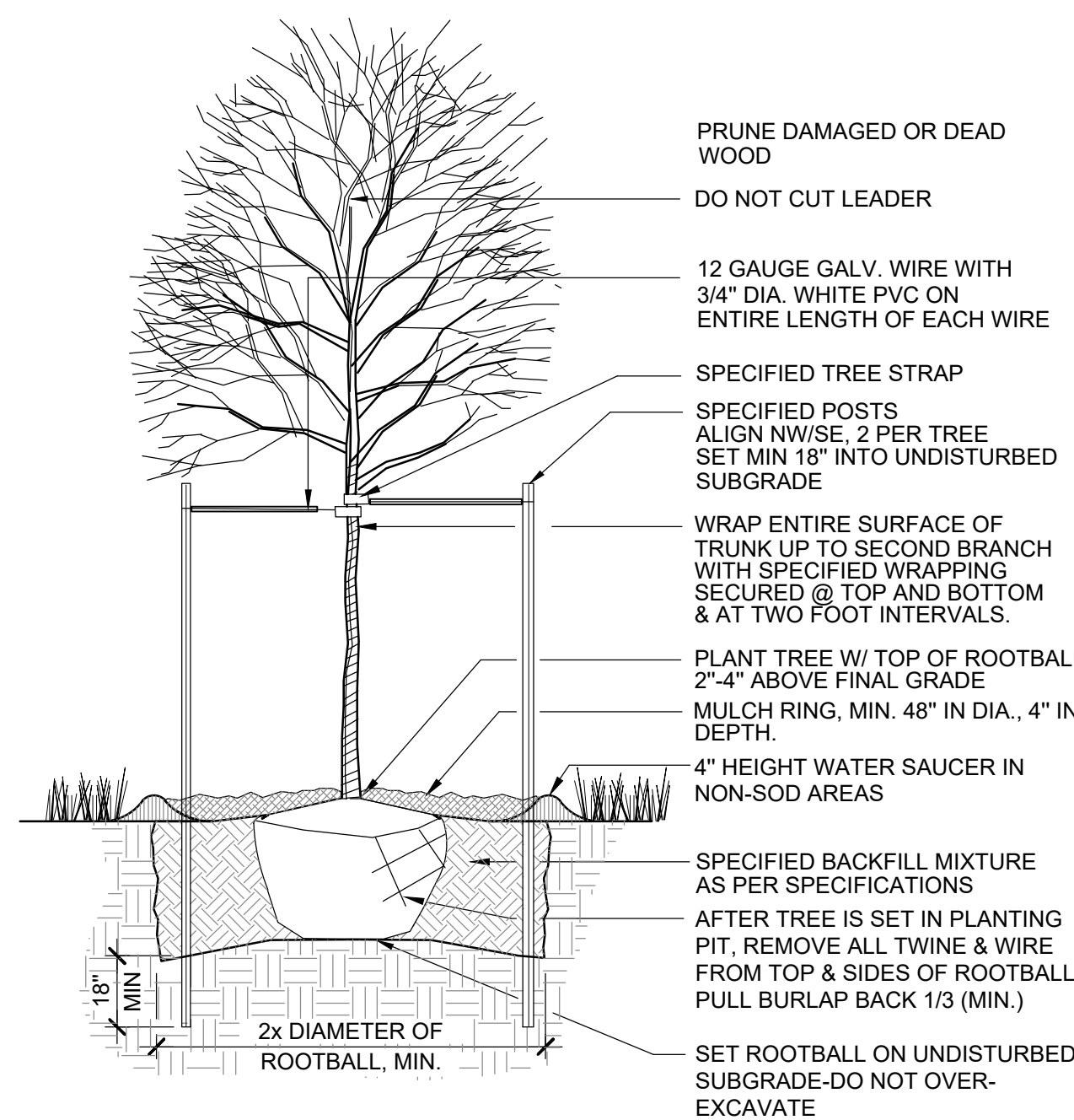
SHEET NUMBER

L.15

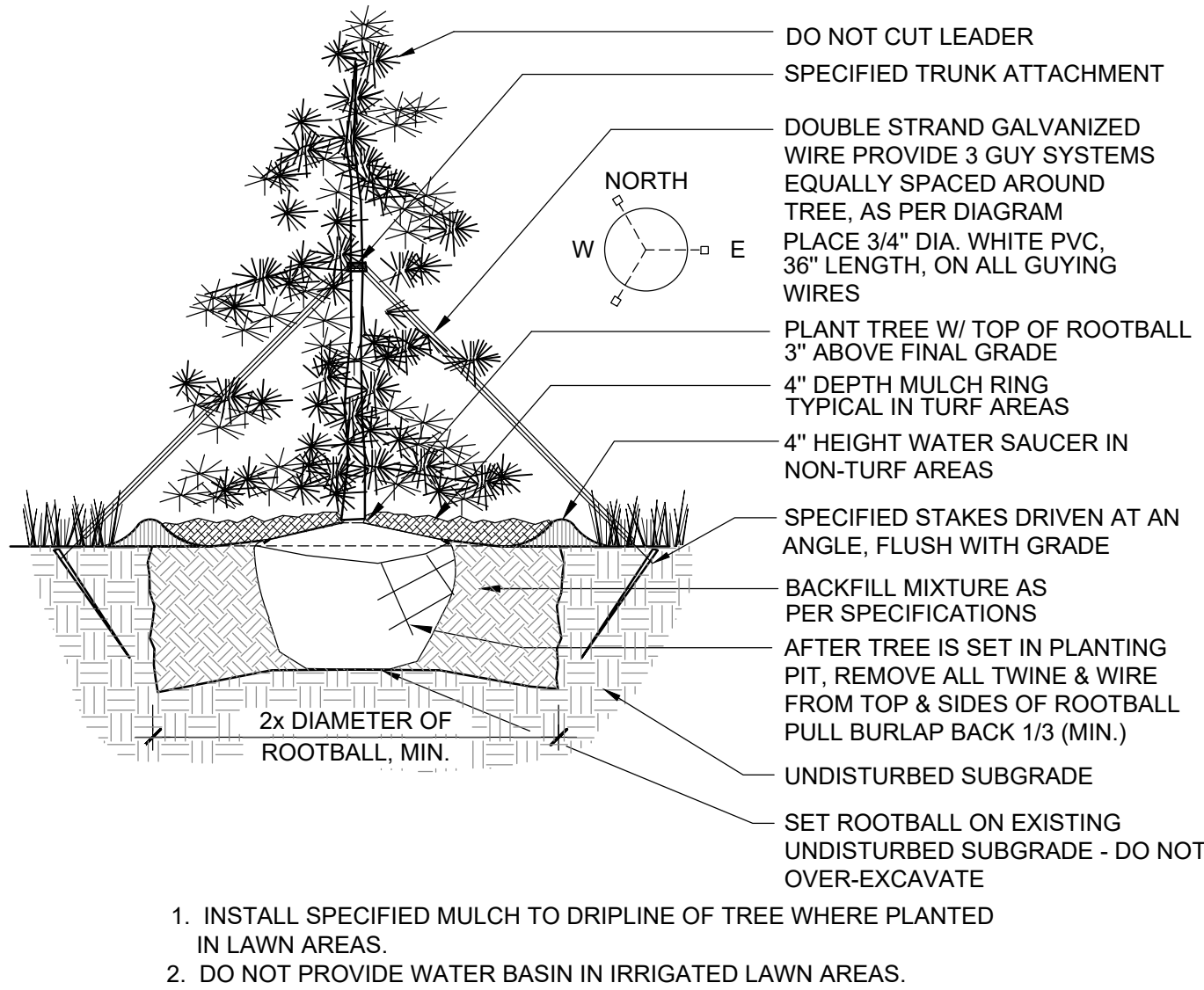
SHEET 18 OF 25

DENMORE, FILING 1 & 2 LANDSCAPE PLAN

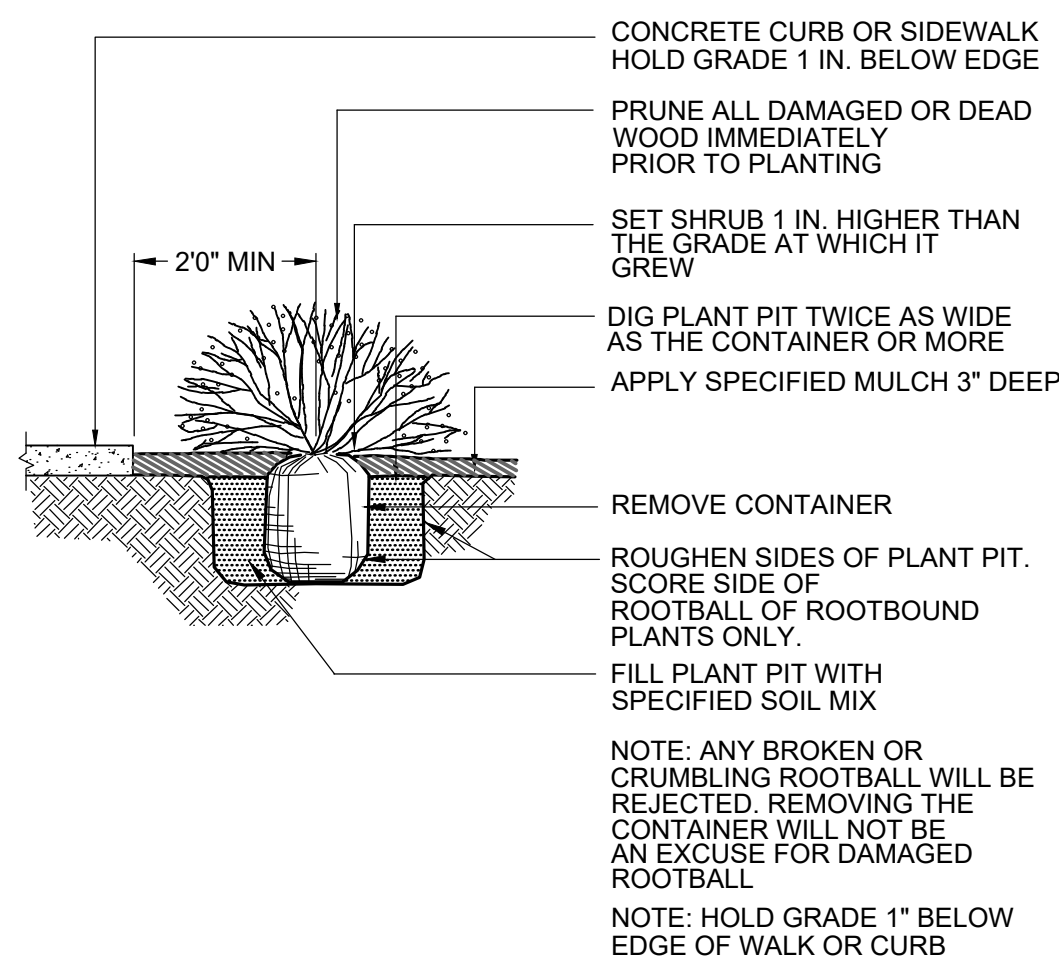
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RANGE 67 WEST OF THE SIXTH PRINCIPLE MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
143.486 ACRES, FP-23-003



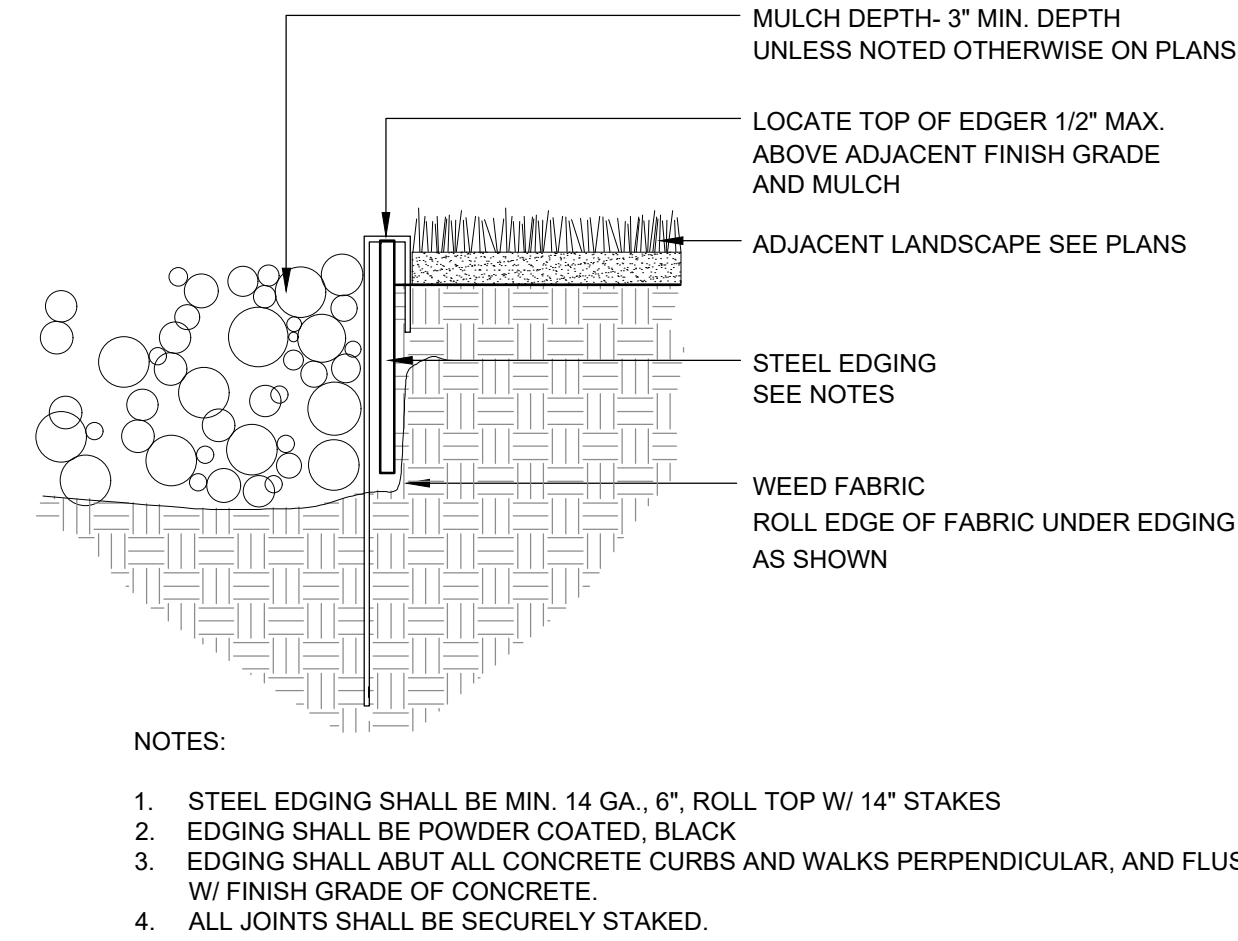
1 DECIDUOUS TREE PLANTING
NTS



2 EVERGREEN TREE PLANTING
NTS



3 TYPICAL SHRUB PLANTING
NTS



4 STEEL EDGER
NTS



5 PRIMARY PLAY EVENT
NTS



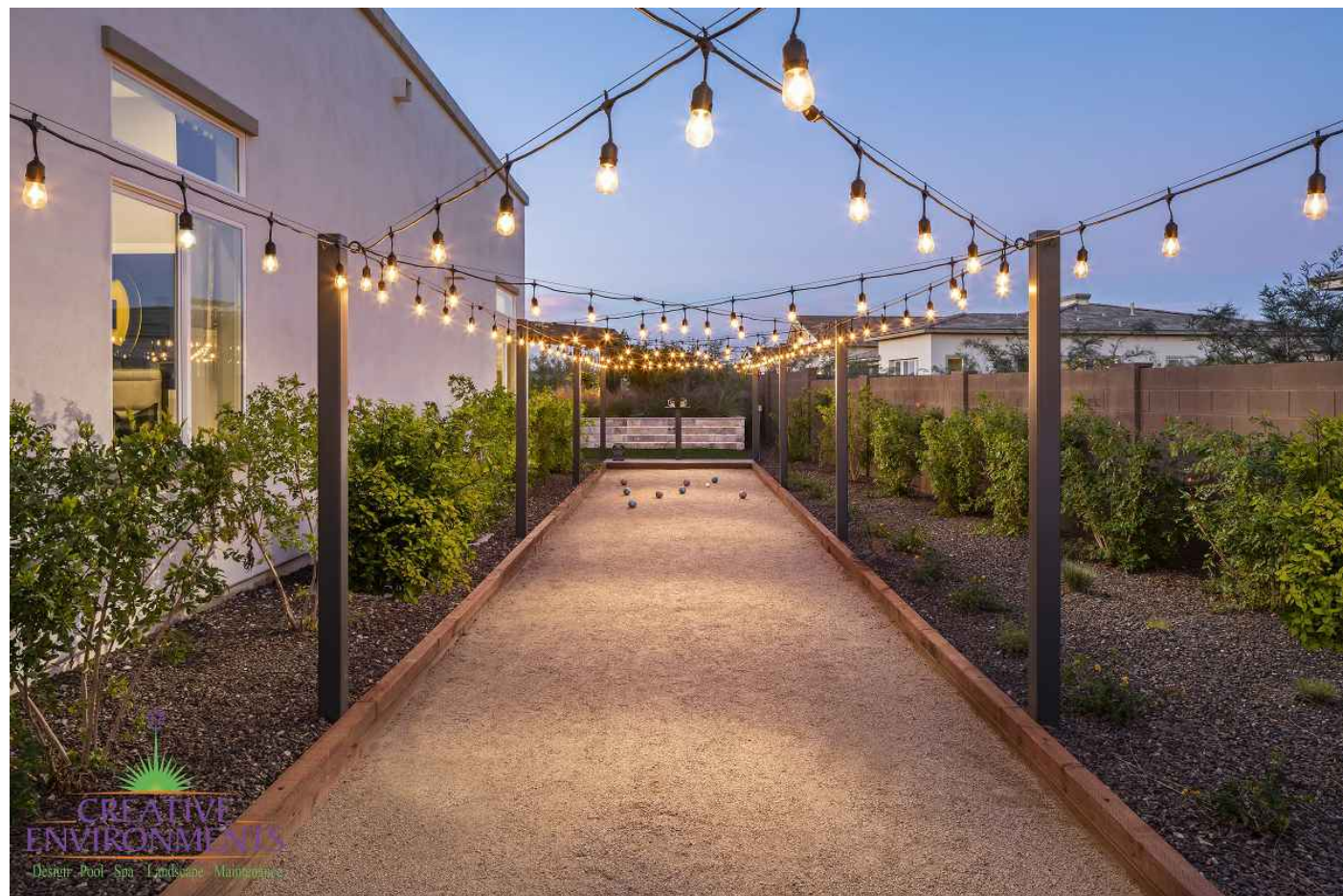
6 SECONDARY PLAY EVENT
NTS



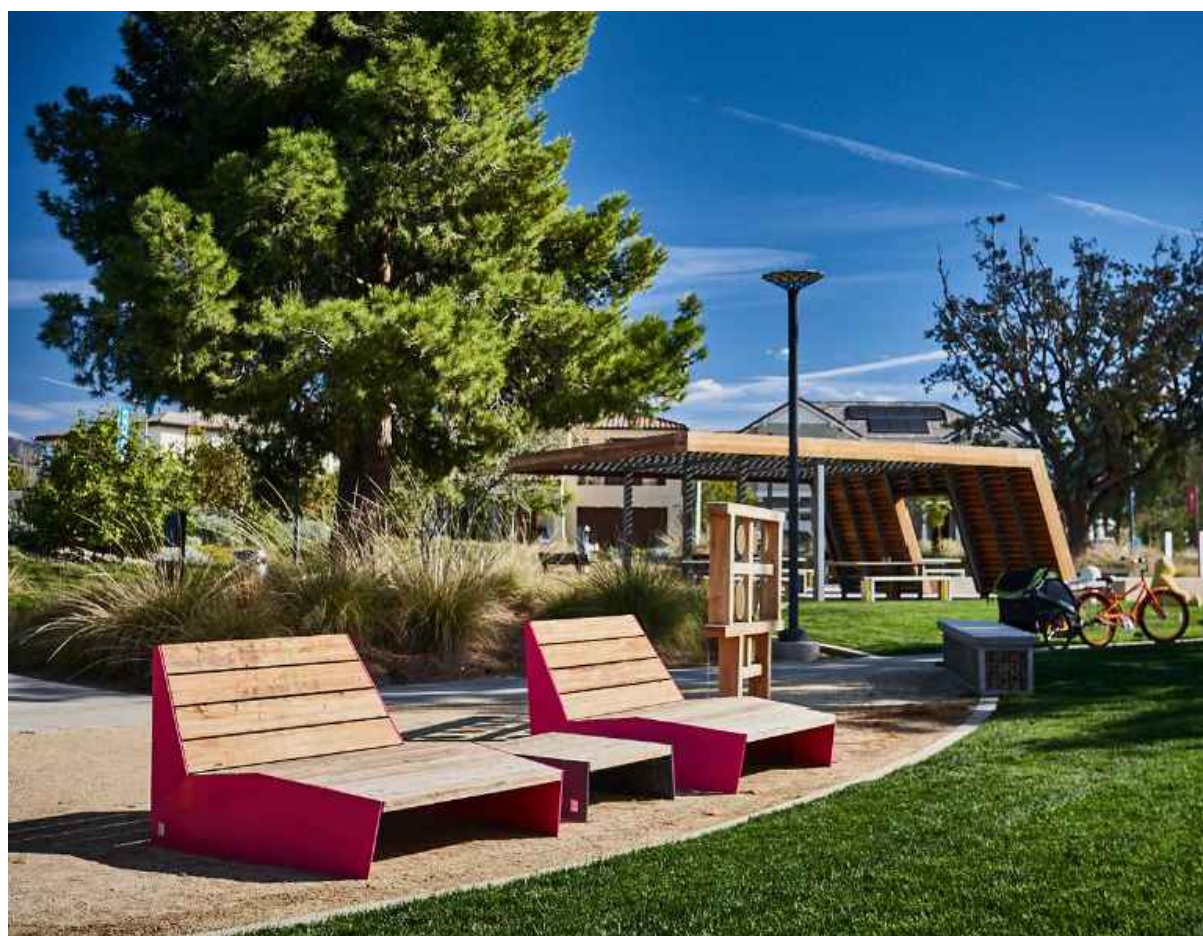
7 BLOCK CLIMBER/SEATING
NTS



8 SHADE STRUCTURE
NTS



9 BOCCIE COURT
NTS



10 LOUNGE CHAIR SEATING
NTS



11 BENCH
NTS



12 PICNIC TABLE
NTS

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PROJECT NAME

DENMORE
FIRESTONE, COLORADO
FINAL PLAT

SUBMITTAL DATE:
01.27.2023
REVISION DATE:
04.19.2023

SHEET TITLE

LANDSCAPE
NOTES &
DETAILS

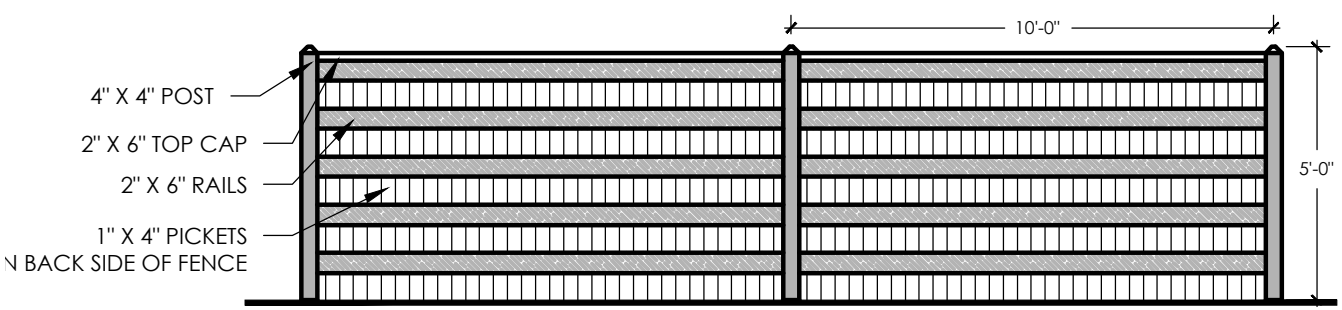
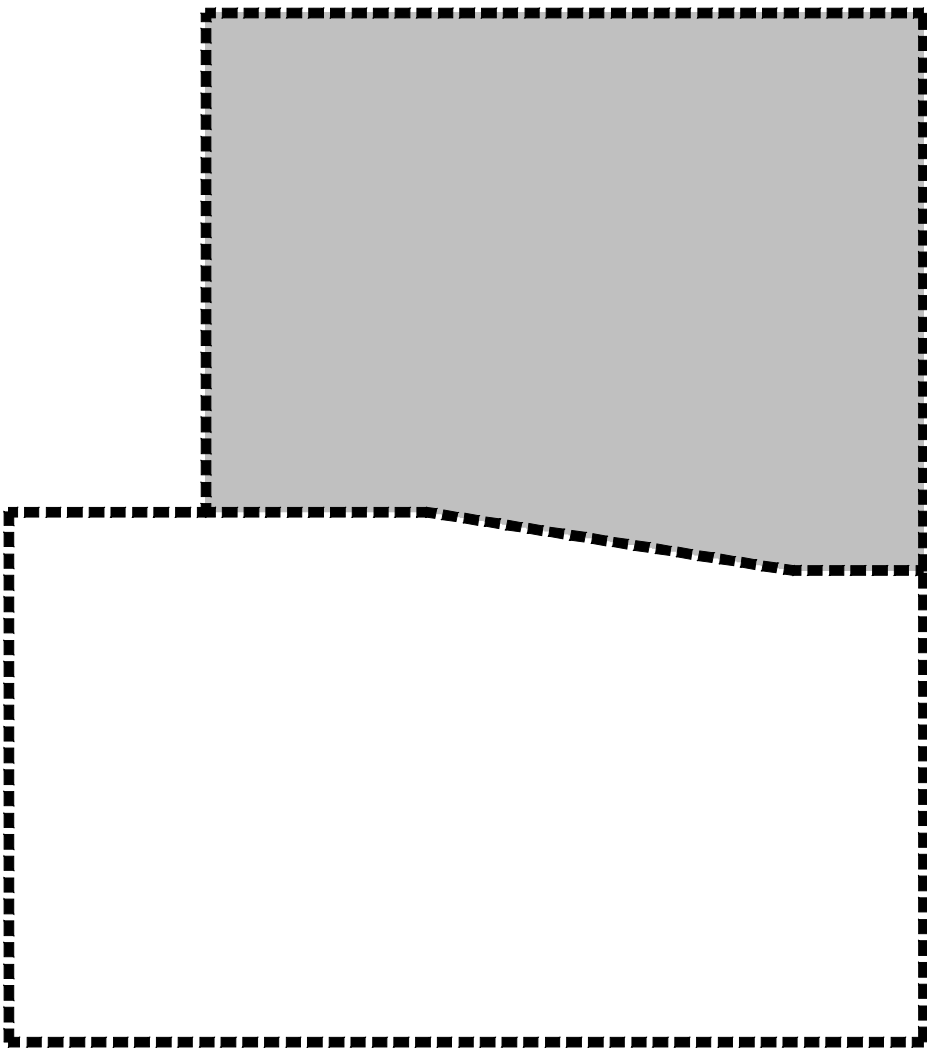
SHEET NUMBER

L.16

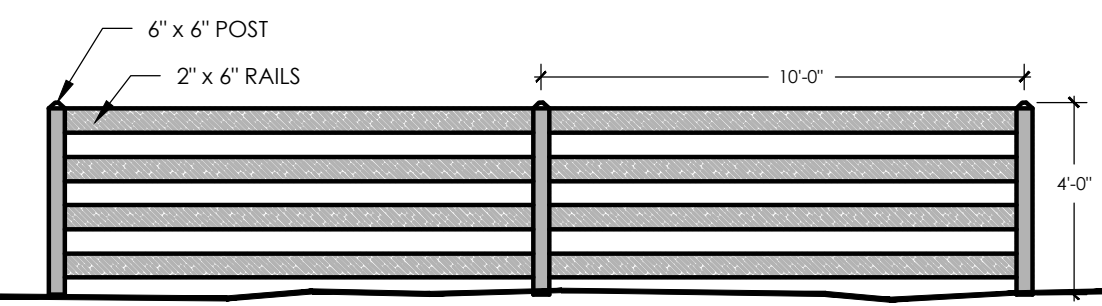
SHEET 19 OF 25

DENMORE, FILING 1 & 2 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
143.486 ACRES, FP-23-003



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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PROJECT NAME

DENMORE
FIRESTONE, COLORADO
FINAL PLAT

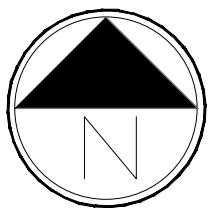
SUBMITTAL DATE:
01.27.2023
REVISION DATE:
04.19.2023

SHEET TITLE

FENCING
PLAN

SHEET NUMBER

FP.1
SHEET 20 OF 25



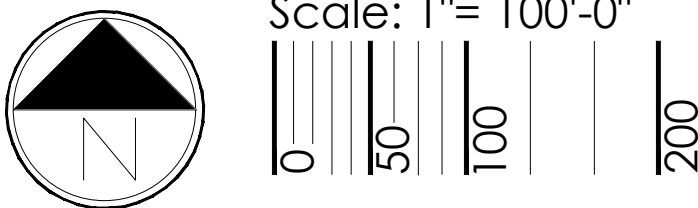
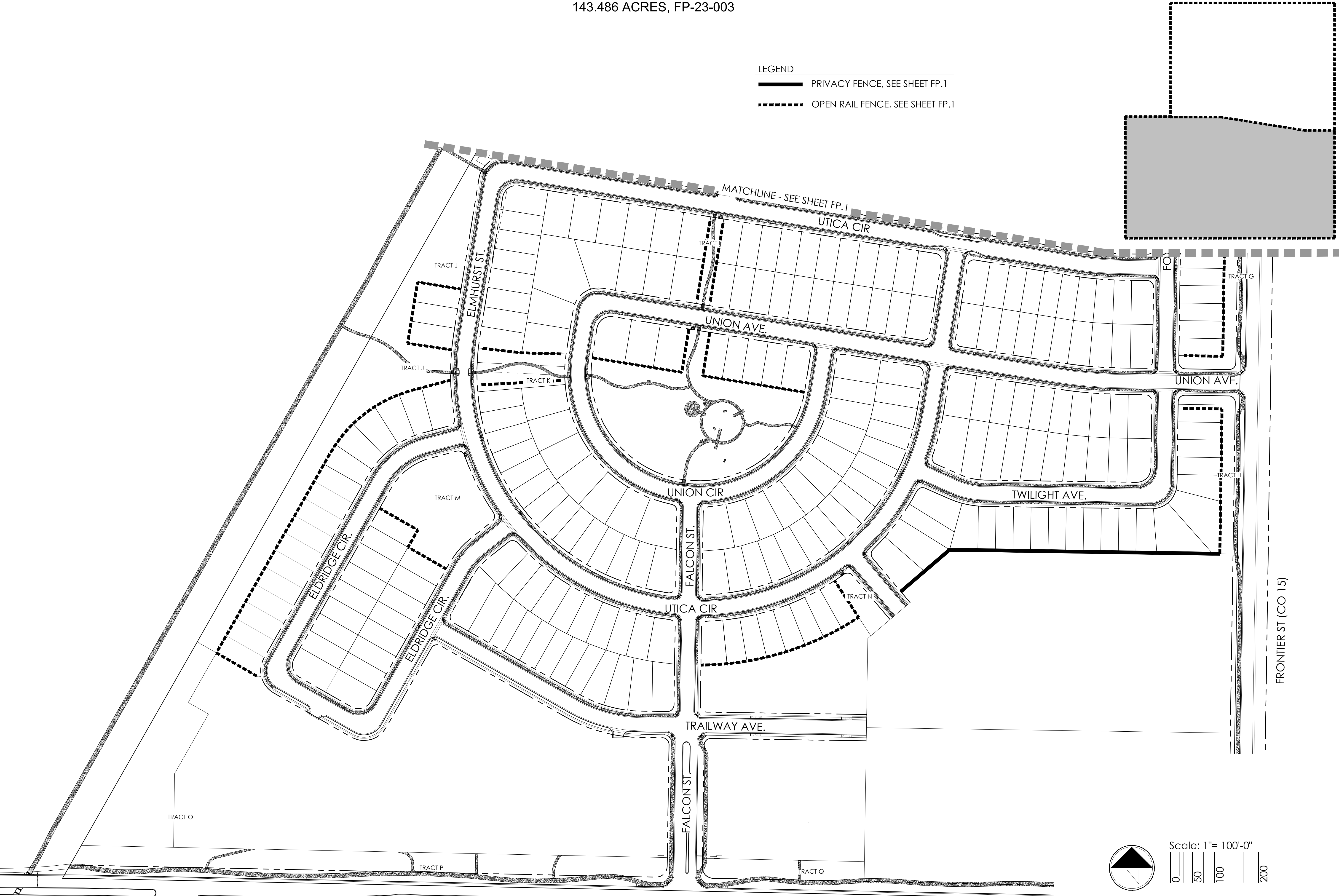
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DENMORE, FILING 1 & 2 LANDSCAPE PLAN

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
143.486 ACRES, FP-23-003

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



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PROJECT NAME

DENMORE
FIRESTONE, COLORADO
FINAL PLAT

SUBMITTAL DATE:
01.27.2023
REVISION DATE:
04.19.2023

SHEET TITLE

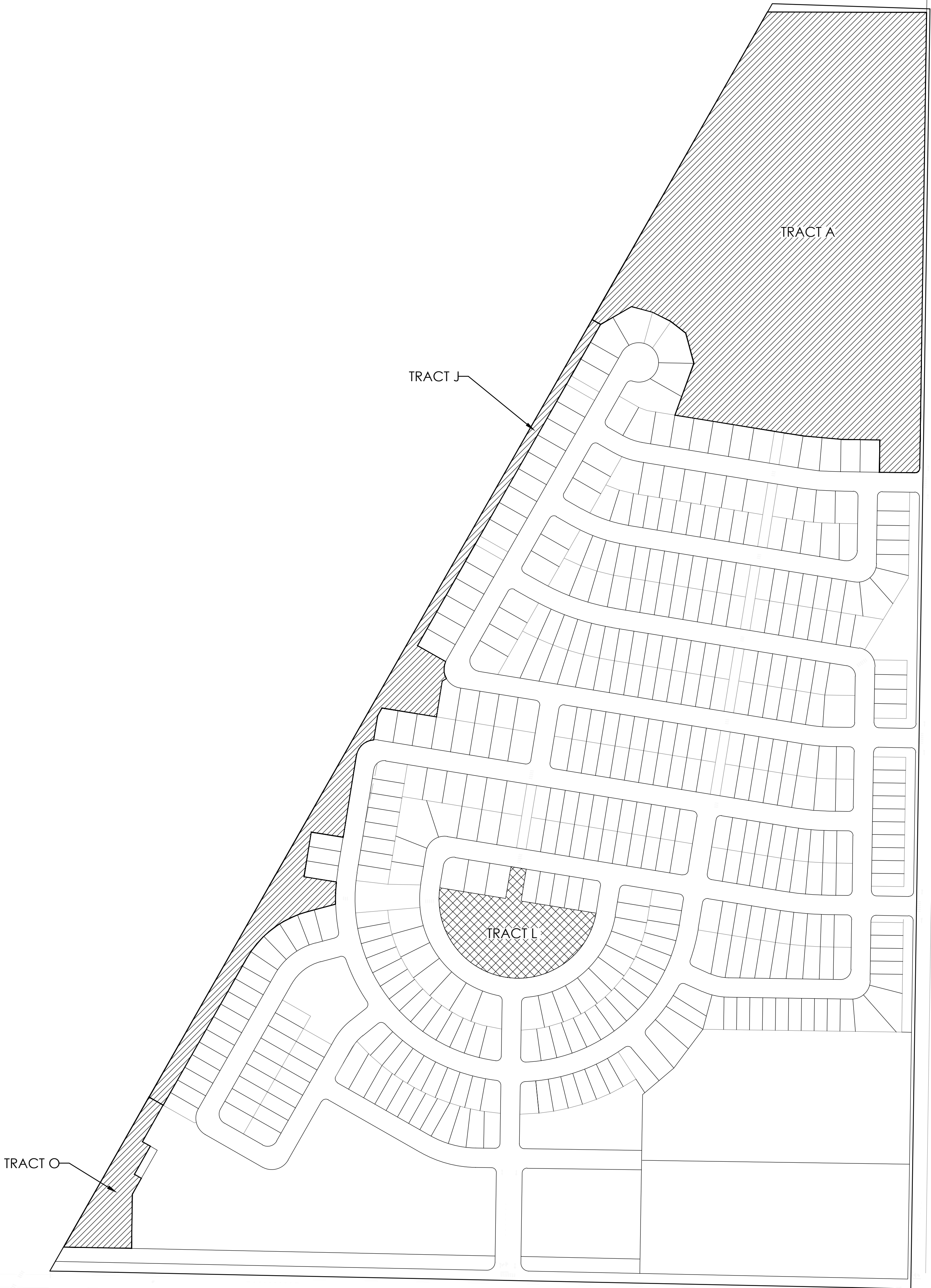
FENCING
PLAN

SHEET NUMBER

FP.2
SHEET 21 OF 25

DENMORE, FILING 1 & 2 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
143.486 ACRES, FP-23-003



FILING 1 LAND DEDICATION REQUIREMENTS					
PARK LAND DEDICATION	CODE REQUIREMENT	TOTAL REQUIRED AREA FILING 1 (ACRES)	PROVIDED AREA (ACRES) ⁽²⁾	REMAINING AREA CASH-IN-LIEU (ACRES)	REMAINING AREA FOR FUTURE FILINGS
POCKET PARKS	.5 ACRES/1,000 RESIDENTS	0.389	0.904		0.515
NEIGHBORHOOD PARK ⁽¹⁾	3 ACRES/1,000 RESIDENTS	2.336	1.325	1.011	
COMMUNITY PARK ⁽¹⁾	5 ACRES/1,000 RESIDENTS	3.893		3.893	
OPEN SPACE DEDICATION	14 ACRES/1,000 RESIDENTS	10.902	27.546		16.644

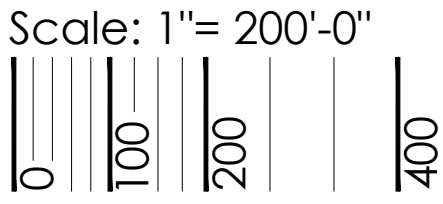
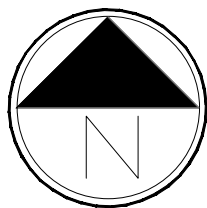
NOTES:
1. 1.325 ACRES WITHIN DENMORE FILING 1 TRACT L (POCKET PARK) WILL BE COUNTED TOWARDS NEIGHBORHOOD PARK REQUIREMENTS. THE REMAINING REQUIRED AREA WILL BE CASH-IN-LIEU PER FILING.
2. PROVIDED DEDICATION AREA FOR THE ENTIRE SITE IS INCLUDED IN DENMORE FILING 1.
3. ALL COMMUNITY PARK ACREAGE WILL BE CASH-IN-LIEU PER FILING.

FILING 2 LAND DEDICATION REQUIREMENTS					
PARK LAND DEDICATION	CODE REQUIREMENT	TOTAL REQUIRED AREA FILING 1 (ACRES)	PROVIDED AREA (ACRES) ⁽¹⁾	REMAINING AREA CASH-IN-LIEU (ACRES)	REMAINING AREA FOR FUTURE FILINGS
POCKET PARKS	.5 ACRES/1,000 RESIDENTS	0.290			0.224
NEIGHBORHOOD PARK	3 ACRES/1,000 RESIDENTS	1.743		1.743	
COMMUNITY PARK ⁽²⁾	5 ACRES/1,000 RESIDENTS	2.905		2.905	
OPEN SPACE DEDICATION	14 ACRES/1,000 RESIDENTS	8.133			8.512

NOTES:
1. PROVIDED DEDICATION AREA FOR THE ENTIRE SITE IS INCLUDED IN DENMORE FILING 1.
2. ALL COMMUNITY PARK ACREAGE WILL BE CASH-IN-LIEU PER FILING.

LEGEND

- DEDICATED OPEN SPACE
- POCKET PARK



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PROJECT NAME

DENMORE
FIRESTONE, COLORADO
FINAL PLAT

SUBMITTAL DATE:
01.27.2023

REVISION DATE:
04.19.2023

SHEET TITLE

OPEN
SPACE
EXHIBIT

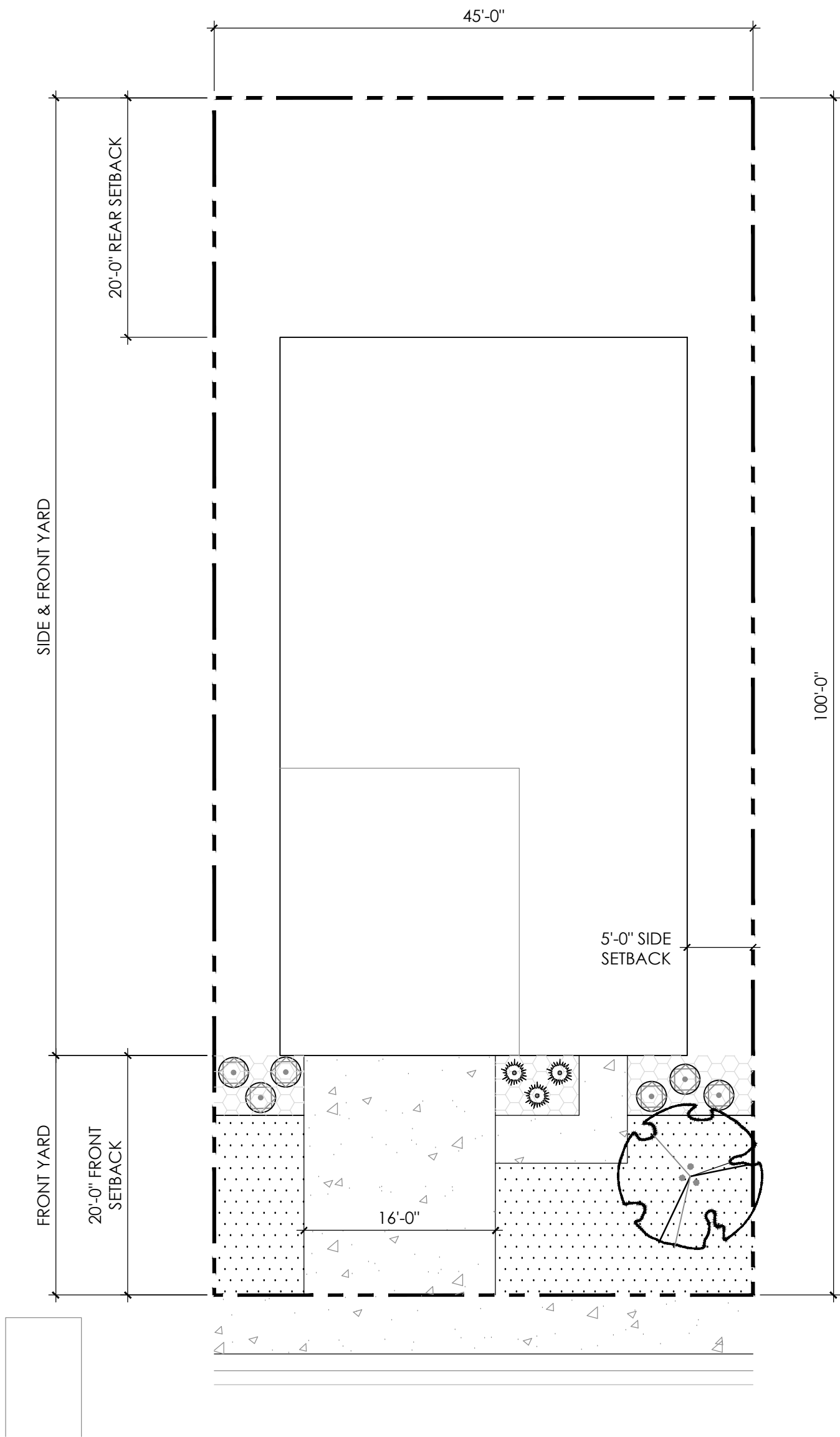
SHEET NUMBER

OS.1

SHEET 22 OF 25

DENMORE, FILING 1 & 2 LANDSCAPE PLAN

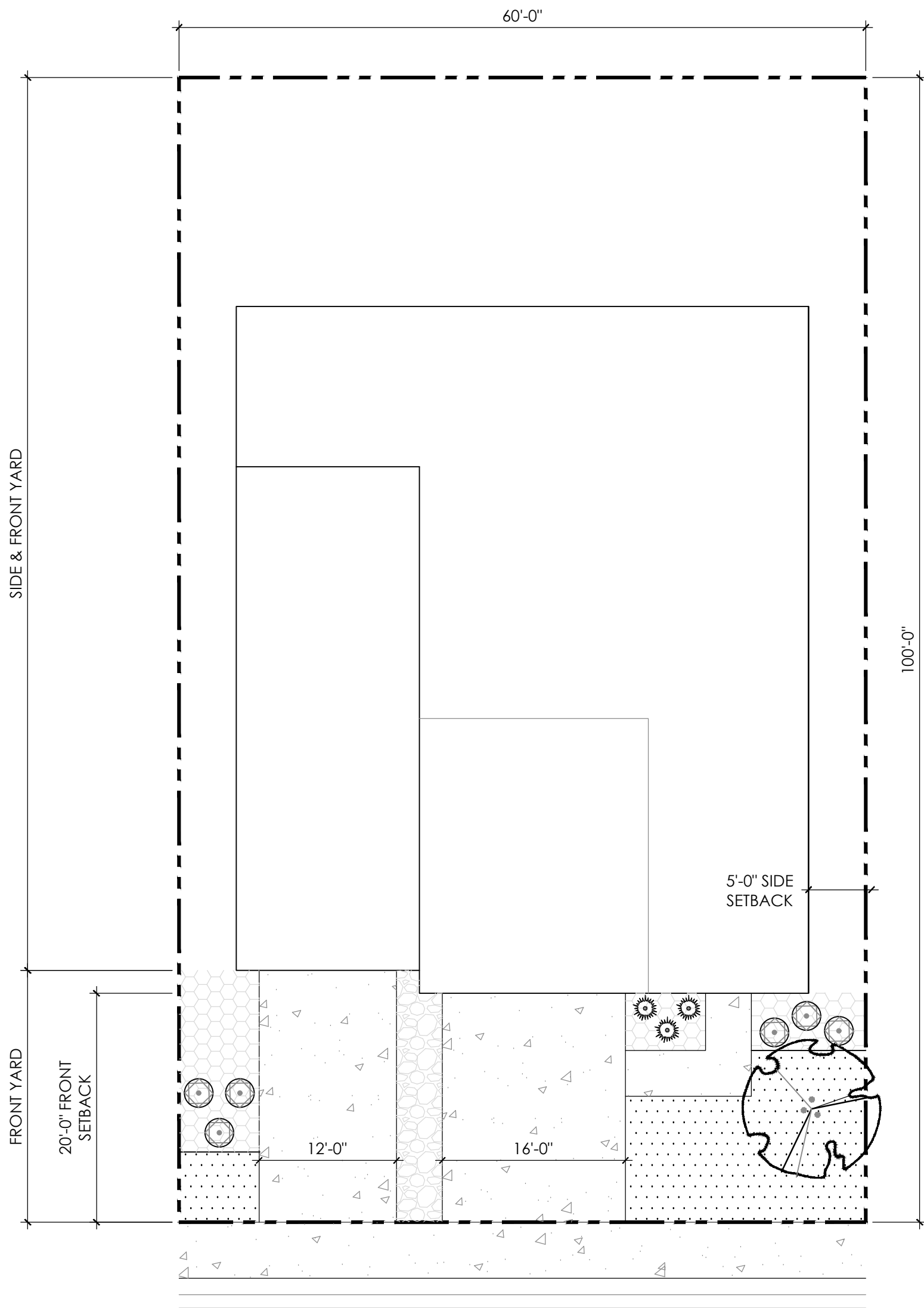
LOCATED IN THE SOUTH HALF AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH,
RANGE 67 WEST OF THE SIXTH PRINCIPLE MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
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45'X100' LOT LANDSCAPE TYPICAL

LANDSCAPE REQUIREMENTS

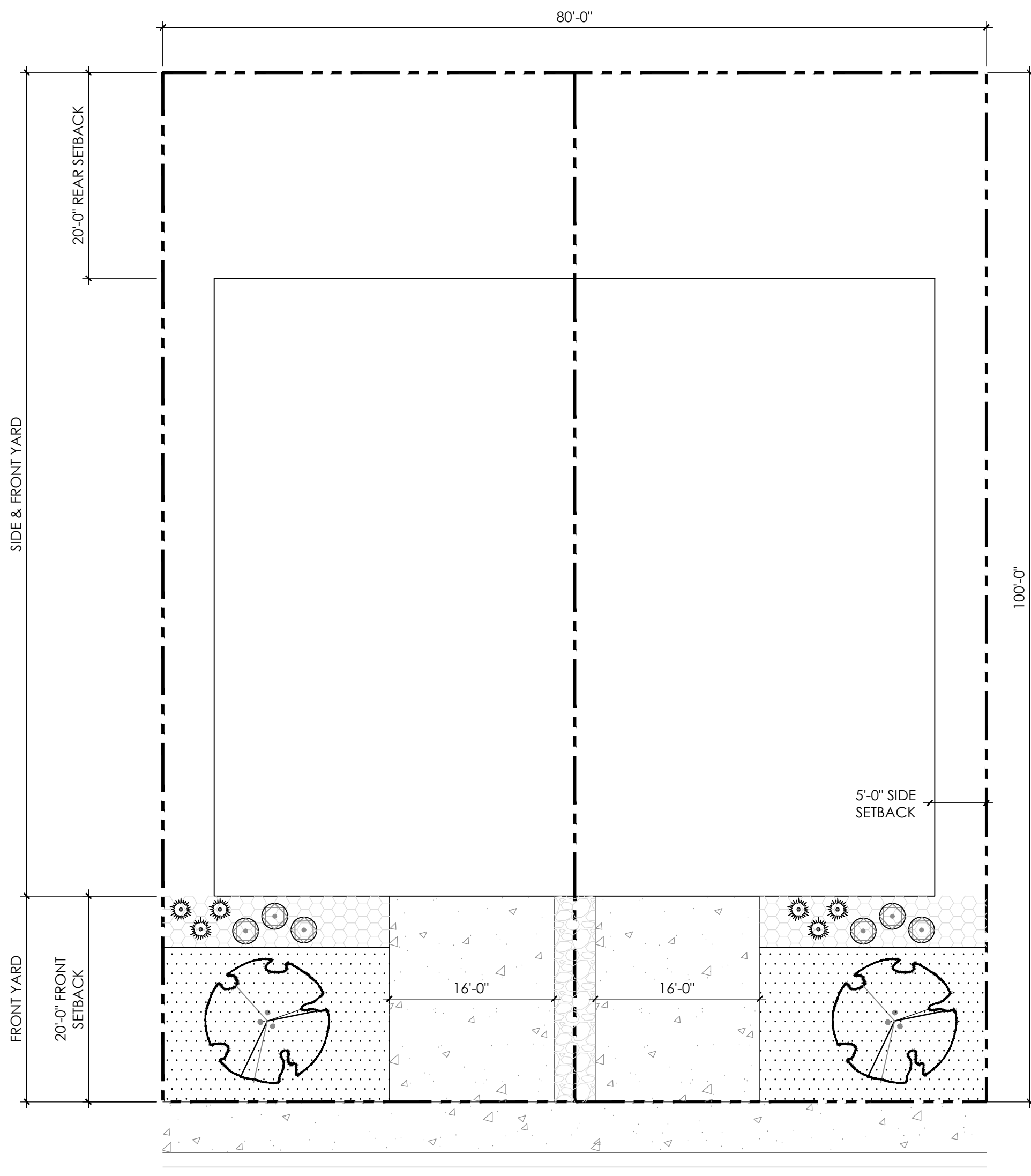
- (1) TREE PER 40 LF OF STREET FRONTAGE
- 75% LIVE PLANT MATERIAL



60'X100' LOT LANDSCAPE TYPICAL

LANDSCAPE REQUIREMENTS

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



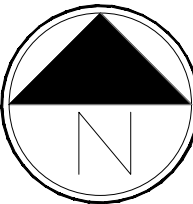
DUPLEX LANDSCAPE TYPICAL

LANDSCAPE REQUIREMENTS

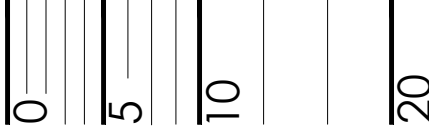
- (1) TREE PER 40 LF OF STREET FRONTAGE
- 75% LIVE PLANT MATERIAL

LEGEND

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



Scale: 1"= 10'-0"



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PROJECT NAME

DENMORE
FIRESTONE, COLORADO
FINAL PLAT

SUBMITTAL DATE:
01.27.2023

REVISION DATE:
04.19.2023

SHEET TITLE

LANDSCAPE
TYPICALS

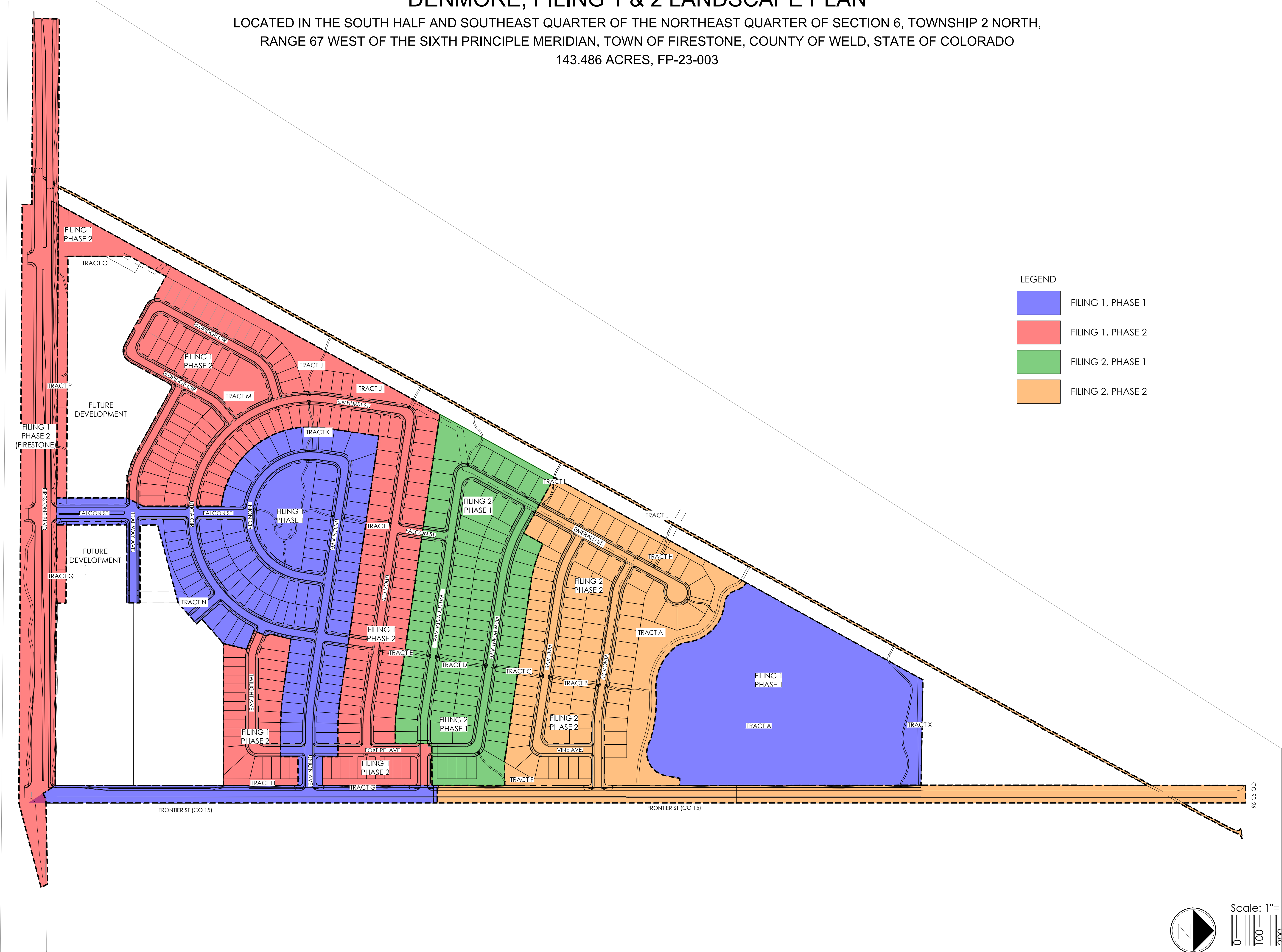
SHEET NUMBER

L.17

SHEET 23 OF 25

DENMORE, FILING 1 & 2 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
143.486 ACRES, FP-23-003



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Know what's below.
Call before you dig.

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

PROJECT NAME

DENMORE
FIRESTONE, COLORADO
FINAL PLAT

SUBMITTAL DATE:
01.27.2023
REVISION DATE:
04.19.2023

SHEET TITLE

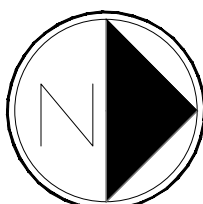
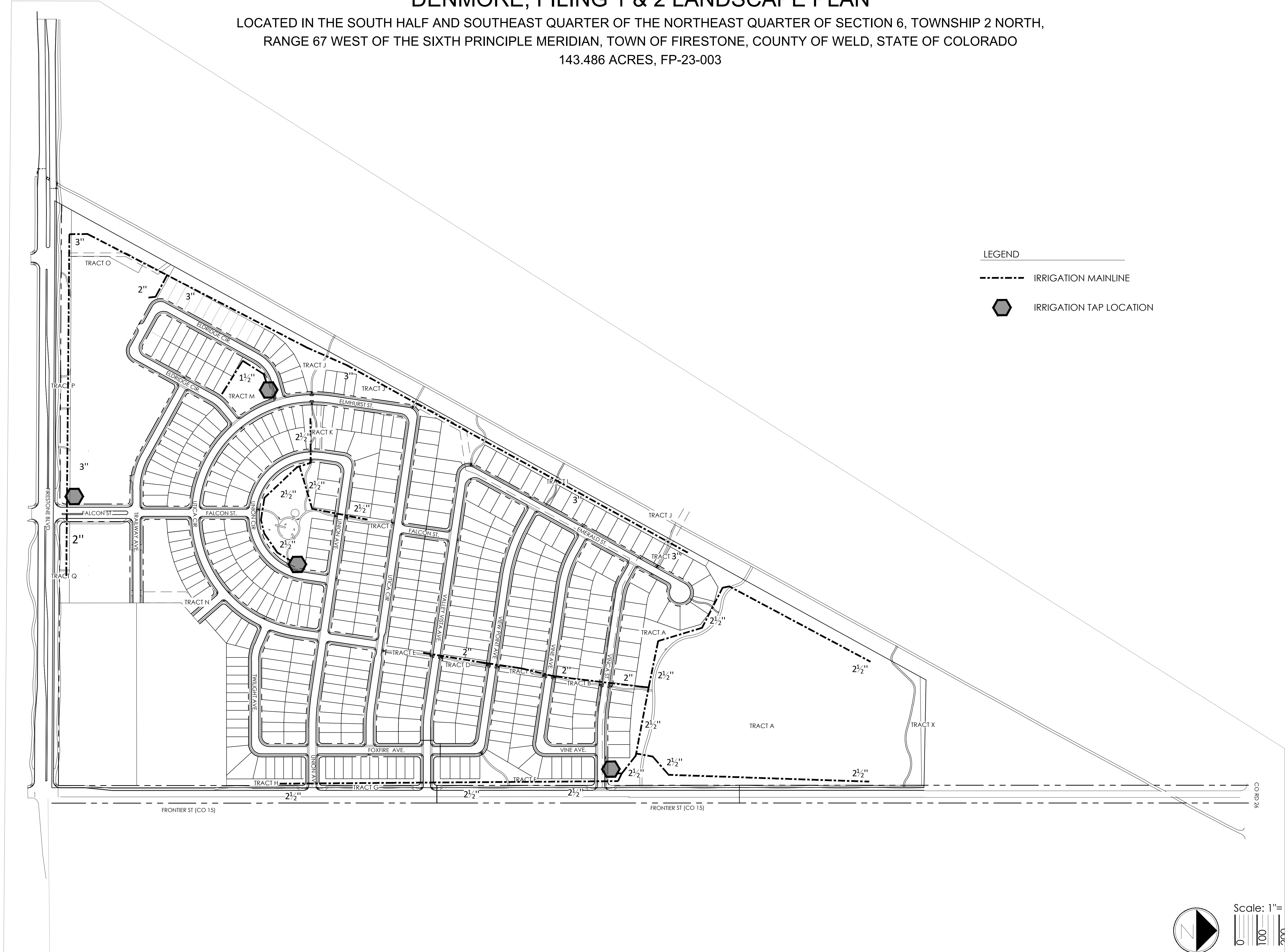
PHASING
PLAN

SHEET NUMBER

LP.18
SHEET 24 OF 25

DENMORE, FILING 1 & 2 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
143.486 ACRES, FP-23-003



Scale: 1"= 200'-0"

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PROJECT NAME

DENMORE
FIRESTONE, COLORADO
FINAL PLAT

SUBMITTAL DATE:
01.27.2023
REVISION DATE:
04.19.2023

SHEET TITLE

IRRIGATION
TAP EXHIBIT

SHEET NUMBER

LP.19

SHEET 25 OF 25

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.c

Consent Agenda

Meeting Date: May 24, 2023

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

Resolution 23-61: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE PURCHASING CARD POLICY

RECOMMENDATION

Staff recommends approval of Resolution 23-61, a resolution adopting the revised Town of Firestone Purchasing Card Policy

SUMMARY

On May 10, 2023, members of the Finance Committee reviewed the proposed minor changes to the existing Purchasing Card Policy and signed a Memo of Recommendation. There were no substantive changes made to the policy.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees adopted the previous Card Policy on September 8, 2021.

ATTACHMENTS

1. Reso 23-61 Purchasing Card Policy
2. Purchasing Card Policy Memorandum of Recommendation 05-10-2023
3. Purchasing Card Policy 2023

RESOLUTION NO. 23-61

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE
PURCHASING CARD POLICY**

WHEREAS, the Town of Firestone previously adopted the Purchasing Card Policy (“Policy”) for the Town; and

WHEREAS, the Board of Trustees finds that such Policy should be updated with the goal of promoting and supporting the efficient, beneficial and effective use of the Town’s resources; and

WHEREAS, the Town Manager, Director of Finance and Consultants collaborated to develop an updated policy, which has been presented to the Board of Trustees; and

WHEREAS, the Board of Trustees finds that the proposed policy meets the goals it established and also supports the Town’s fiscal responsibilities.

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

Section 1. The Board of Trustees hereby approves and adopts the Town of Firestone Purchasing Card Policy in substantially the same form as the copy attached hereto and made a part of this resolution.

Section 2. All prior Purchasing Card Policies or amendments thereof adopted by the Town are repealed in their entirety.

INTRODUCED, READ AND ADOPTED this 24th day of May, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Kristi K Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



MEMORANDUM OF RECOMMENDATION

TO: Board of Trustees

FROM: Finance Committee

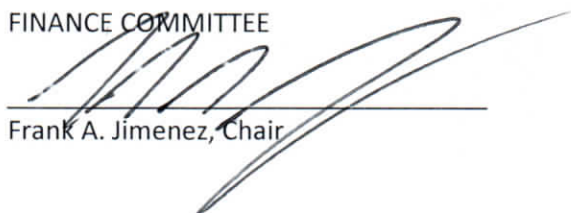
CC:

DATE: May 10, 2023

RE: Purchasing Card Policy

The proposed Purchasing Card Policy has been reviewed by the Finance Committee at the April 26, 2023 meeting. With a vote of 4 for and 0 against, the Finance Committee of the Town of Firestone recommends the approval of the Purchasing Card Policy.

FINANCE COMMITTEE



Frank A. Jimenez, Chair

ATTEST:



Miriam Luna Gonzalez, Secretary

TOWN OF FIRESTONE PURCHASING CARD POLICY ADOPTED MAY 2023

This Purchasing Card Policy (“Policy”) establishes guidelines related to the use of purchasing cards issued by the Town of Firestone (“Town”) to ensure that procurement with Town-issued Purchasing Cards (“PCard”) follows the Town’s Purchasing Policy and to ensure responsibility and accountability in the use of Town-issued purchasing cards by Town employees. **If the use of your card is not in strict compliance, this may result in disciplinary action, up to and including termination of employment.** This Policy and the provisions herein are promulgated solely in support of the proper exercise of the Town’s fiscal responsibilities. This Policy supersedes any and all previous Town-issued credit/purchasing card policies adopted by the Town. This manual provides the guidelines under which you may utilize your PCard. Please read it carefully. Your signature on the “Purchasing Card Agreement” (see page 4) indicates that you understand the intent of the policy and agree to adhere to the guidelines established for the policy.

ELIGIBILITY AND PCARD LIMITS

- A cardholder must be an employee of the Town of Firestone. It shall be at the discretion of the Department Director responsible for the department to determine which employees are eligible to be cardholders.
- It shall be at the discretion of the Department Director responsible for the department to establish each cardholder’s per-month limits, provided that these limits are consistent with the Town’s Purchasing Policy and available credit line.
- In order to obtain a PCard the Department Director must request the card on behalf of the Employee. Please use the “*Purchasing Card Request*” form located on the Global Drive at Finance, Purchasing Card Docs, Purchasing Card Request or page 6 of this policy. Return the completed form to the PCard Administrator in the Finance Department.

PCARD USAGE

The following general standards apply to PCard usage:

- Use of PCard for purchases must be for the benefit of the Town and in accordance with this Policy and the Town’s Purchasing Policy.
- Purchases with PCard must be properly authorized and approved and allocated to the correct fund/department and budgeted line item. All unauthorized expenses will not be paid by the Town and the Town reserves the right to collect payment for unauthorized expenditures from the employee.
- All purchases made with PCard must be supported by itemized receipts and sufficient documentation that identifies payee, goods/services purchased, amount of purchase, date of purchase and, if applicable, for whom purchase was made (for example, attendees for whom meals were purchased).
- A monthly statement will be available to each cardholder for signature, and then forwarded to your supervisor for signature. After approval of the reports, all documentation must be turned into the Finance Department by the monthly deadline indicated on the Purchasing

Card Schedule. *No statement will be sent to the card administrator without ALL of the receipts attached.*

- Cardholders shall take all measures necessary to ensure the security of the PCard and the card number. Cardholders shall not give their card numbers to any other employee or other person to use on their behalf. The PCard is issued in your name and it will be assumed that any purchases made against the card will have been made by you and are your responsibility.
- It is the responsibility of the cardholder to immediately notify the issuing bank (as stated on the card) and the PCard Administrator of any lost or stolen PCard. Once a PCard is reported lost or stolen, the card will no longer be accepted.
- The cardholder is responsible for managing any returns or exchanges and ensuring that proper credit is received for returned merchandise. The cardholder must check to ensure credit notices are issued by the vendor, and provide the credit slip to the PCard Administrator. If a credit slip was not obtained, other documentation of the return must be given to the PCard Administrator.
- In the event of disputed charges, the cardholder must advise the Department Director of the cardholder's department and PCard Administrator. The cardholder must ensure that all required steps to register a dispute are followed.
- All charges will be automatically deducted from the Town's bank account. Therefore, it is imperative that all charges are reviewed, accounted for, coded on Paymentnet website and forwarded to the Finance Department by the **12th of every month. All receipts must be attached and the statement must be signed.**
- The Town is a municipal government exempt from sales tax. The Town's tax exempt number is on each PCard, and the Town's tax exemption is to be used when making a Town purchase. It is the cardholder's responsibility to ensure that sales tax is not included on the cost of the purchase. **The Town reserves the right to hold the cardholder making the purchase personally responsible for payment of sales tax.**
- It is the cardholder's responsibility to avoid processing fees charged for using a credit card if and whenever possible.
- Each authorized cardholder must sign a "*Town of Firestone Purchasing Card Agreement*" prior to receiving a PCard. Such Agreements are kept on file in the Finance Department.
- Upon separation of employment, a cardholder shall surrender his or her PCard on or before the cardholder's last day of employment and prior to issuance of final compensation to the cardholder.
- A cardholder shall also surrender his or her PCard to the PCard Administrator or the Director of Finance at any such time that the cardholder's card is cancelled or card privilege is revoked.

The following transactions and uses of PCards are not permitted:

- Splitting of total purchase costs, singly or between or among cardholders to avoid transaction limits.
- Personal purchases of any kind. Use of PCard for any personal purchases or expenses, even if with the intention of reimbursing the Town, is prohibited and will result in disciplinary action.
- Cash advances, money orders, bank drafts, etc.
- Payment for temporary help, maintenance contracts or long-term agreements.

- The Town does not reimburse expenses for the purchase of alcoholic beverages, and cardholders shall not use a PCard to purchase alcoholic beverages, except only in the following limited circumstances:
 - The purchase is made at or for an economic development activity where the Town is strategically marketing itself to a third party, and then the purchase shall only be made by or with the express prior consent of the Town Manager.
 - The purchase is made for a Town special event, such as the Town hosting a CML dinner or the Town's annual holiday party.

Any unauthorized use of a PCard will be considered an improper use of government funds and may result in the loss of the PCard and/or disciplinary action against the employee, up to and including termination of employment, and/or referral to law enforcement.

Audit of the Program: Spot audits will be conducted periodically under direction of the Finance Director to confirm that PCards are being utilized responsibly, receipts are being retained, and the Cardholder's monthly statements are being reconciled on a timely basis. The external auditors will also select cardholder transactions as part of their annual auditing process.

POLICY REVIEW

The Finance Committee and Director of Finance will be responsible for reviewing the Purchasing Card Policy every two years and shall make recommendations for revisions to the Policy as deemed appropriate. Adoption and changes to the Policy will require the approval of a simple majority vote by the entire Town Board.

Drew Peterson, Mayor

Attest: Kristi K Bashor, CMC, Town Clerk



PURCHASING CARD AGREEMENT

PURCHASING CARD NUMBER: _____

NAME OF EMPLOYEE: _____

Although this PCard ending in _____ is issued in your name, it is the property of the Town of Firestone and must be used in accordance with the Town's policies, procedures, and guidelines.

By signing this Agreement, you acknowledge that you have received the PCard indicated above and agree to comply with the following terms and conditions:

- I. This PCard is provided to you based upon your need to purchase business-related goods and services in the course and scope of your duties or employment with the Town of Firestone. The Town reserves the right to revoke this PCard at any time. This PCard is neither an entitlement nor reflective of title or position.
- II. This PCard is for business-related purchases only. Any use of this PCard for purchases of a personal nature is strictly prohibited.
- III. You are the only person entitled to use this PCard and you are responsible for all charges made against it.
- IV. Any unauthorized use of this PCard will be considered an improper use of government funds and will be subject to appropriate disciplinary action, termination of employment and/or referral to law enforcement.
- V. This PCard must be used in accordance with all Town policies, procedures and guidelines respecting government purchasing and the use of PCards as such policies, procedures, and guidelines may from time to time be issued and amended. The undersigned acknowledges that it has received, read and will comply with all terms and conditions of the Purchasing Card Policy.
- VI. Cardholders must comply with internal control procedures, including retaining receipts and identifying accounts to be charged.
- VII. An employee must return his or her PCard immediately upon separation from employment, or upon request at any other time by the Town Manager or his/her designee or the Department Director of the employee's department.

As the holder of this PCard, you are responsible for its protection and safekeeping. If this PCard is lost or stolen, you are required to contact the PCard Administrator immediately.

Signature of Cardholder

Date



PURCHASING CARD REQUEST

Date Requested: _____

Employee Name: _____

Employee Service Department: _____

Department #: _____

Employee Last 4 Digits of Social Security #: _____

Transaction Credit Limit: \$ _____

Monthly Credit Limit: \$ _____

Default Fund #: _____

Default G/L #: _____

E-mail Address for Statement: _____

(This will be the contact person if Finance has any questions on this person's purchasing card.)

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Department Director: _____ Date: _____

Town Manager: _____ Date: _____



Unavailable or Lost Receipt Form

Name of Cardholder: _____

Cardholder Account Number: _____

Date of Transaction	Merchant	Quantity	Detailed Explanation of Item(s) Purchased, Credited or Exchanged	Total Amount

I certify that the foregoing is true and correct:

Cardholder: _____ Date: _____

Reviewed and Approved By: _____ Date: _____

Supervisor/Dept. Director: _____ Date: _____

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.d

Consent Agenda

Meeting Date: May 24, 2023

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

Resolution 23-62: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE TRAVEL POLICY

RECOMMENDATION

Staff recommends approval of Resolution 23-62, adopting the Town of Firestone Travel Policy.

SUMMARY

The Travel Policy provides uniform guidelines for all Town employees who travel and conduct business on behalf of the Town. The policy applies to lodging, transportation, mileage, meals, and other travel-related expenses. On May 10th, 2023, the Finance Committee reviewed and recommended the Travel Policy's approval through a Memorandum of Recommendation. There were no substantial changes made to the existing travel policy.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

On February 10, 2021, the Board of Trustees approved the Travel Policy.

ATTACHMENTS

1. Reso 23-62 Travel Policy
2. Travel Policy Memorandum of Recommendation 05-10-2023
3. TRAVEL POLICY2023

RESOLUTION NO. 23-62

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE TRAVEL
POLICY**

WHEREAS, the Town of Firestone previously adopted the Travel Policy (“Policy”) for the Town; and

WHEREAS, the Board of Trustees finds that such Policy should be updated with the goal of promoting and supporting the efficient, beneficial and effective use of the Town’s resources; and

WHEREAS, the Town Manager, Director of Finance and Consultants collaborated to develop an updated policy, which has been presented to the Board of Trustees; and

WHEREAS, the Board of Trustees finds that the proposed policy meets the goals it established and also supports the Town’s fiscal responsibilities.

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

Section 1. The Board of Trustees hereby approves and adopts the Town of Firestone Travel Policy in substantially the same form as the copy attached hereto and made a part of this resolution.

Section 2. All prior Travel Policies or amendments thereof adopted by the Town are repealed in their entirety.

INTRODUCED, READ, AND ADOPTED this 24th day of May, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Kristi K Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



MEMORANDUM OF RECOMMENDATION

TO: Board of Trustees

FROM: Finance Committee

CC:

DATE: May 10, 2023

RE: Travel Policy

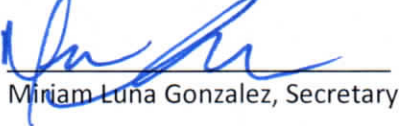
The proposed Travel Policy has been reviewed by the Finance Committee at the April 26, 2023 meeting. With a vote of 4 for and 0 against, the Finance Committee of the Town of Firestone recommends the approval of the Travel Policy.

FINANCE COMMITTEE



Frank A. Jimenez, Chair

ATTEST:



Miriam Luna Gonzalez, Secretary

TOWN OF FIRESTONE TRAVEL POLICY

ADOPTED MAY 2023

The Town recognizes the necessity for employees to travel for Town business and is committed to financial stewardship to protect Town taxpayer funds to preserve the confidence of the taxpayers. This policy provides uniform guidelines for all Town employees who travel and conduct business on behalf of the Town. The policy applies to all travel expenses for which Town funds are disbursed, including lodging, transportation, mileage, meals and other travel-related expenses.

TRAVEL REQUIREMENTS AND RESTRICTIONS

All travel must be approved by the Employee's direct supervisor or Department Director prior to booking transportation and lodging.

Department Directors must inform their employees traveling for Official town Business of travel reimbursement policies and ensure that employees adhere to them.

All travel for Department Directors must be approved by the Town Manager prior to booking transportation and lodging.

In-state or out-of-state travel for Official Town Business may be eligible for reimbursement or payment for Travel Expenses; however, overnight stays are generally not permitted in the Denver Metro area (including Boulder and Ft. Collins) or for destinations within a 50-mile radius of Town Hall, Police Facility or Public Works unless the Department Director or Town Manager approves the overnight stay in advance under the circumstances (for example, conferences that have activities well into the evening).

All travel is subject to audit either by external auditors and/or by the Finance Department.

The Employee must always choose the most reasonable cost and means for the travel under the circumstances.

When the Town employee is accompanied by a non-employee, the non-employee's travel expenses must be purchased using personal funds. Town funds will be extended to the Town employees on official Town Business only.

If the scheduled trip is cancelled, the Employee shall, upon learning of the cancellation, immediately refund all travel advances to the Town that are refundable.

The Employee must always request tax exempt status when making reservations or any travel related purchases. A copy of the Town's tax-exempt certificate is available on the Shared Drive (G:\Finance). For out-of-state travel, note that airlines, hotels, and other vendors may not honor the Town's tax exempt status.

Authorization for travel is subject to available travel funds being appropriated in the annual budget.

Gratuity for services should be reasonable based on the type of service rendered and not more than 20%.

Housekeeping tips are not reimbursable.

UNAUTHORIZED TRAVEL EXPENSES

Without limitation, the following expenses are unauthorized, shall not constitute Travel Expenses under this Policy, and shall not be reimbursed or purchased with Town funds:

- All expenses incurred by Town employee's family members or other persons not on Official Town Business
- Alcoholic beverages
- Personal clothing and accessories
- Laundry or cleaning services
- Sporting or entertainment activities such as golf, tours or other extracurricular activities
- First Class or Business Class Airfare
- Airline change fees, travel insurance, travel upgrades or excess baggage fees (unless approved, in advance, by Department Director or Town Manager)
- In-room movies, room services or other personal lodging services
- Replacement value of any personal items lost, stolen or damaged while traveling on Official Town Business
- All other personal expenses not for the benefit of the Town

AUTHORIZED TRAVEL EXPENSES

- **TRANSPORTATION (AIR, BUS, RAIL)** - Travel may be accomplished by commercial airline, Town-owned vehicle, rail, personal vehicle, courtesy transportation, or local public transportation such as a bus, shuttle service, ride share platform or taxi. Low cost or free conference shuttles should be the primary option when provided and employees are encouraged to ride together (carpool) to obtain the lowest cost for the Town.
 - All travel fares (air, bus and rail) should be purchased at the lowest coach fare available, whenever possible to assure the timing of such travel meets the needs of the Employee to conduct Official Town Business.
 - Direct flights shall be considered the standard, even though flights with connections and/or layovers are often less expensive.
 - Baggage fees are allowed for one checked-in or carried-on piece of luggage. Situations requiring more than one checked bag (i.e. for presentation materials, etc.) require Department Director approval.
 - Early-check in and other reasonable fees are reimbursable.
 - Fares shall be purchased using Town issued purchasing card or Town check. The Town employee may receive reimbursement if detailed receipts and appropriate forms are provided to the Finance Department.
 - Use of Toll Roads/Express Lanes: In general, a reasonable alternative to using toll roads/express lanes should be utilized. In cases of emergencies, extenuating circumstances, or the location of the destination in relation to using a toll road versus a non-tolled route, employees should use appropriate judgment or obtain prior supervisor approval as the situation warrants.
 - Mileage for travel in a personal vehicle will be reimbursed at the IRS reimbursement rate after travel has been completed. Travel distances will be calculated from the employee's starting destination (primary work address or home address, whichever one is shorter) to the travel destination.
 - Rental Car - Town employees who are renting vehicles for Town business have coverage through CIRSA. There is no need to buy the rental companies coverage.

- Parking – In all cases, but within reason, costs for parking should be kept to a minimum. Parking costs with receipt shall be reimbursed.
 - Hotel Parking: Self-parking shall be utilized, if available. Valet parking is allowed if it is the only option available. The employee shall pay the difference for additional costs of covered parking or valet service when other options are readily available.
 - Airport Parking: On-site airport parking shall be reimbursed, so long as it is for the most economical daily rate. Off-site airport parking can be utilized and shall be reimbursed, so long as the rate is equal to or less than the on-site economical daily rate. Employees may choose which airport lot they wish to utilize but must pay the difference of any parking that exceeds the most economical on-site per day rate.
- **LODGING** - The Town shall reimburse Employees for lodging expenses based on actual cost.
 - All lodging bookings should be purchased at the lowest or moderate price.
 - Lodging is allowed only for the number of nights necessary to attend to the Official Town Business. Extra nights shall be at the Employee's expense.
 - If approved by the Employee's direct supervisor or the Department Director in advance, (1) if the Official Town Business event ends at 5:00 pm or later, it may be permissible to stay that evening and fly home the next day, or (2) if the Official Town Business event begins at 9:00 am or earlier, it may be permissible to stay the evening before.
 - The nightly hotel rate will be limited to the GSA rate for the Destination Town. If the Employee wishes to stay at a hotel with a rate above this limit, an explanation must be shown on the Travel Request Form when submitted to the Employee's supervisor or the Department Director. Extra costs in lodging due to employee's guests must be at the employee's expense. These and other personal expenses (personal phone calls, room service, in-room movies, etc.) must be paid for separately using personal funds.
 - Lodging shall be purchased using Town issued purchasing card or Town check prior to travel or, if the Town employee used their personal funds, the Employee may receive reimbursement for lodging. This request must be no more than two weeks before scheduled travel
- **MEALS AND INCIDENTAL EXPENSES WHILE ON TRAVEL (OVERNIGHT STAYS)** - The Town shall provide the Employee reimbursement for meal and incidental expenses. Employee must elect one meal reimbursement option listed below. The options available for meal reimbursements are:
 1. **ACTUAL COSTS**: Actual expense reimbursement or use of Town purchasing card for meals, tips and snacks. If the actual costs reimbursement or Town purchasing card option is chosen, an itemized receipt must be submitted for every expense.
 2. **PER DIEM**: Per Diem per the GSA Per Diem method for meals and incidentals for the whole trip.
 - Meal Per Diem: The Town will reimburse based on the per diem allowance rate established through federal guidelines and GSA in the form of a Town check. If Employee opts for the per diem method, the 'Meals & Incidental Breakdown' chart should be included with the approved Expense & Mileage Reimbursement Form. The Per Diem Allowance rate includes breakfast, lunch, dinner and incidental expenses. Funds can be requested in advance of travel. This request must be no more than two weeks before scheduled travel

- If a travel advance at the per diem rate is requested, it must be done through the normal accounts payable process and on a regularly scheduled check cycle.
 - If a travel advance at the per diem rate was provided to employee, Town issued purchasing card should not be used for meal expenses.
 - No receipts are required when using per diem.
- Incidental Per Diem: The GSA incidental per diem rate is allowed for travel requiring an overnight stay for tips and other miscellaneous incidentals.
- Per Diem Rates: Per Diem rates should be determined by going to the following links and entering in the appropriate information. See Instructions tab on Expense & Mileage Reimbursement form for instructions and example.
 - Per Diem Rates Look-Up:
<https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>
 - Meals and Incidental Expense (M&IE) Breakdown:
<http://www.gsa.gov/portal/content/101518>
 - If travel days are less than a full day, the per diem for those days is prorated according to the GSA M&IE Breakdown chart.
 - The conference or travel-related event may provide some or all of the meals. When this occurs, the employee must not seek travel advance or reimbursement for this meal regardless of whether using the Per Diem or Actual costs method. The choice to eat on your own when a meal is provided by the conference or event is not an allowable expense. Dietary needs of the Employee may be considered as it relates to conference offered meals.

POLICY REVIEW

The Finance Department will review the travel expenditures periodically to ensure that the Town is adhering to the framework outlined in this policy. Furthermore, the Finance Committee and the Finance Director will be responsible for reviewing the Travel Policy every two years. Adoption and modifications to this policy will require the approval of a simple majority vote by the entire Town Board.

Drew Peterson, Mayor

Attest: Kristi K Bashor, CMC, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.e

Consent Agenda

Meeting Date: May 24, 2023

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

Resolution 23-63: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADAPTING THE TOWN OF FIRESTONE PURCHASING POLICY

RECOMMENDATION

Staff recommends approval of Resolution 23-61, a resolution adopting the revised Town of Firestone Purchasing Card Policy

SUMMARY

On May 10, 2023, members of the Finance Committee reviewed the proposed minor changes to the existing Purchasing Policy and signed a Memo of Recommendation. There were no substantive changes made to the policy.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees adopted the previous Card Policy on September 8, 2021.

ATTACHMENTS

1. Reso 23-63 Purchasing Policy
2. Purchasing Policy 2023
3. Purchasing Policy Memorandum of Recommendation 05-10-2023

RESOLUTION NO. 23-63

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ADOPTING THE TOWN OF FIRESTONE
PURCHASING POLICY**

WHEREAS, the Town of Firestone previously adopted the Purchasing Policy (“Policy”) for the Town; and

WHEREAS, the Board of Trustees finds that such Policy should be updated with the goal of promoting and supporting the efficient, beneficial and effective use of the Town’s resources; and

WHEREAS, the Town Manager, Director of Finance and Consultants collaborated to develop an updated policy, which has been presented to the Board of Trustees; and

WHEREAS, the Board of Trustees finds that the proposed policy meets the goals it established and also supports the Town’s fiscal responsibilities.

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

Section 1. The Board of Trustees hereby approves and adopts the Town of Firestone Purchasing Policy in substantially the same form as the copy attached hereto and made a part of this resolution.

Section 2. All prior Purchasing Policies or amendments thereof adopted by the Town are repealed in their entirety.

INTRODUCED, READ AND ADOPTED this 24th day of May, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Kristi K Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TOWN OF FIRESTONE PURCHASING POLICY ADOPTED MAY, 2023

This policy establishes guidelines related to the Town of Firestone (Town) purchases. The Town budget is the principal controlling document and all purchases must conform to the forecasted expenditures approved by the Board of Trustees (Board) as part of the budget process. The existence of an item in the Town budget does not automatically authorize procurement. This policy along with the Purchasing Procedures and any other Town applicable procedures and/or policies will establish internal controls to serve the best interests of the Town. Expenditures related to ongoing principal and interest payments for Town approved debt are not subject to this purchasing policy. When purchases involve the expenditures of federal, state, or local grants and/or are related to a Town approved intergovernmental agreement, the purchase should be in compliance with any applicable laws, regulations and/or agreement requirements. All employees purchasing on behalf of the Town are expected to adhere to the Town's Purchasing Policy. This policy and the provisions herein are promulgated solely in support of the proper exercise of the Town's fiscal responsibilities, including administration of annually appropriated funds, and solely for the benefit of the Town, and confer no rights, duties or entitlements to any bidders or proposers. This policy supersedes any and all previous purchasing policies adopted by the Town.

DE-CENTRALIZED PURCHASING

This is a system of purchasing in which purchasing authority, responsibility and control is given to the Department Directors. Department Directors are responsible for ensuring personnel in their department are knowledgeable of and trained in the purchasing procedures as adopted by the Town. By following the requirements established within this policy, Department Directors shall be able to properly plan purchases, so as to allow sufficient time to obtain proposals, quotations, or bids (with an allowable lead time for delivery). Departments shall not only be able to realize savings through competition between vendors, but shall also increase efficiency.

STANDARDS FOR PURCHASING

The following general standards apply when making purchases for the Town:

- All purchases must be for the benefit of the Town.
- All purchases must be properly authorized and approved and allocated to the correct fund/department and budgeted line item.
- All purchases must be supported by sufficient documentation that includes payee, goods/services purchased and amount of purchase.
- All purchases must be within the approved budget unless prior approval has been obtained by the Town Manager within the parameters of this policy.
- No officer or employee shall make a purchase or enter into a contract that involves the expenditure of money in excess of appropriated funds.
- Whenever possible, consolidate purchases in order to obtain economic benefits.

- Encourage open competition as much as practical and when in the best interests of the Town.
- Purchase goods and services from local vendors all other things being equal and within the parameters of this policy.
- Take advantage of any competitive bidding partnerships with other municipalities to obtain a lower overall cost.
- Require vendors to fulfill all terms and conditions of contracts.
- Take advantage of all State and local tax exemptions.
- Ensure that purchases go through the system of internal controls established in this policy and the Purchasing Procedures.

AUTHORITY TO PURCHASE AND AUTHORIZATION LIMITS

The following personnel will have the authority to make purchases for the Town in accordance with the approved budget. If needed, the Finance Director will be consulted in circumstances when the budget objective is not clear. Any incurred obligations not authorized pursuant to this policy may become the purchaser's responsibility.

- Department Supervisors or Designees have authority to approve purchases up to \$5,000 in aggregate for items that have already been approved and included in the Town's adopted budget.
- Department Directors have authority to approve purchases up to \$25,000 in aggregate for items that have already been approved and included in the Town's adopted budget.
- Items in excess of \$25,000 that have been included in the Town's adopted budget also require the Town Manager's approval in addition to the Department Directors. Items that are not included in the Town's budget will require the Town Manager's approval and the following items will always require the Town Manager's approval regardless of the dollar amount:
 - Vehicles and rolling equipment
 - Firearms
 - Building and facility modifications
 - Multi-year contracts
- The Town Manager will have authority to approve purchases up to \$50,000 for items that have already been approved and are included in the Town's adopted budget, with the exception of the following items which will require the Board's approval regardless of the dollar amount:
 - Real estate and land purchase contracts and water rights
 - Public Art
- Purchases of \$50,000 and above that are contemplated as part of the adopted budget and items above \$10,000 not included in the adopted budget will require approval by the Board.
- All Town travel including business travel and professional/education travel must follow the Town's Travel Policy.
- No purchases are to be artificially separated in an attempt to avoid the established authorization limits.

INFORMAL & FORMAL BIDDING

The Town will adhere to the following contract procurement policies.

- Discretionary Purchases - All purchases under \$5,000 will be made on the basis of prices obtained from vendor. Buyers are to obtain the lowest and/or best price for items purchased and whenever feasible employees are recommended to utilize comparative pricing via verbal or informal methods.
- Quotations - All purchases between \$5,000 to \$50,000, require informal bidding procedures as follows:
 - Informal Quotations - For purchases between \$5,000 and \$25,000, the requesting department shall obtain and document a minimum of three (3) verbal quotations; such quotations shall be documented and retained for one year plus current year by the requesting department.
 - Formal Quotations - For purchases between \$25,001 and \$49,999, Formal quotations are to be requested from at least three vendors for any purchase within this range. Formal quotations are to be received in writing on vendor letterhead and shall be signed by an official of the vendor, one having the authority to contractually bind the vendor. Formal quotations shall be delivered to the requesting department and shall be retained for one year plus current year.
- Formal Bids - For purchases of \$50,000 or more, the requesting department shall follow and document the formal bid procedures as outlined in the Purchasing Procedures. The requesting department shall obtain and document a minimum of three (3) written bids to present to the Board. The Board may reduce the number of required quotations and waive otherwise applicable formal bidding requirement if it is determined that it is not practical or advantageous to the interest of the Town.
- Change Orders: The purpose of a change order is to recognize changes occurring on jobs that may result in amendments to the project time schedule and/or cost. Change orders that affect time shall be approved by the Department Director and Project Manager. Change orders that result in additional costs shall have the approval of the Department Director and the Town Manager. If the change order will result in costs exceeding the authorized amount (base bid + contingency), Board's approval is required.
 - \$0-\$10,000 – Project Manager
 - \$10,001-\$25,000 – Department Director
 - >\$25,001 - Town Manager
 - >Authorized Amount - Board Approval
- State Bids/Cooperative Purchasing – State Bids are quotations or bids solicited through the State of Colorado (Bid Information and Distribution System). Use of State Bids is permitted. Use of State Bids must be in accordance with applicable Purchasing Procedures and only current State Bids may be used. Use of State Bids overrides the formal bidding process and procedures listed in the Purchasing Procedures, except in situations where use of competitive bidding is required in conjunction or as a condition of receipt of federal or state funding for the project. The determination of whether to use State Bids shall be made by the Department Director. The Town Manager or designee shall have authority to join with other governmental bodies, including but not limited to, the State of Colorado, other local governments, and quasi-municipal corporations, in cooperative purchasing in the best

interest of the Town, providing the bids are obtained as the result of a competitive bid process. Use of Cooperative purchasing overrides the formal bidding process and procedures listed in the Purchasing Procedures, except in situations where use of competitive bidding is required in conjunction or as a condition of receipt of federal or state funding for the project. The determination of whether to use Cooperative Purchasing shall be made by the Department Director.

- Integrated Project Delivery Contracting – The Board may award an integrated project delivery (“IPD,” sometimes referred to as “design-build”) contract for capital improvements projects or other public projects in accordance with state law and the Purchasing Procedures.
- Bonding Requirements – Bonds shall be executed on forms prescribed or approved by the Town Manager based on review by the Town Attorney as to form and State of Colorado law. Normally, bonds are used only on labor and materials procurement actions, such as projects for completion of public works or public buildings. Bonds generally are not required for purchases of vehicles, equipment, or standard commercial goods and services, particularly when the goods are not altered or customized to unique Town specifications, but may be required if deemed by the procuring department to be in the interests of the Town.

Insurance Requirements – Contracts for labor, materials and services entered into by the Town will require the selected contractor to carry the types and minimum amounts of insurance coverage as required by the Town. The contracts shall also contain other provisions regarding insurance as the Town shall require.

SOLE SOURCE PURCHASES

It is the policy of the Town to recognize and solicit quotes and bids. Sole source purchases may be made if it has been determined that the goods or services can only be obtained from a single supplier capable of meeting all specifications and purchase requirements, or when it is in the Town’s best interests. Service and/or maintenance agreements offered by the manufacturer, or supplier, who is the only factory-authorized supplier in the DRCOG region, shall be deemed to be sole source without further justification. An affidavit of sole supplier must be obtained by the requesting Department. If an item is required to standardize equipment or to replace parts of an existing system a sole supplier affidavit must be submitted with appropriate support.

LOCAL VENDOR PREFERENCE

To encourage purchasing from businesses located with the Town of Firestone, it is the policy of the Town to recognize and solicit quotes from local vendors. Whenever such local sources exist and are competitive, purchases may be made from local vendors; however, the bidding requirements, procedures and criteria of this Policy shall still apply.

Unless a violation of law or prohibited as a condition of a grant, bids for purchases of goods of \$5,000 or less may be awarded, as deemed appropriate solely within the discretion of the Town, to local vendors providing their proposal or quote is within 2% of the lowest bid. This provision applies only to purchases of goods of \$5,000 or less and does not apply to procurement of services.

For purposes of this provision, a “local vendor” is defined as any person or entity who has been a bona fide resident of the Town of Firestone who has held a valid Town Business License for at least six weeks immediately prior to submitting a bid.

EMERGENCY PROCEDURES

Emergencies are those instances when there exists a threat to the public health, welfare or safety, or when delay would cause harm to the Town. In the event of local disaster declared by the Town, the Town shall comply with this Purchasing Policy to the extent practicable. Forms required herein for the purpose of authorizing and acquiring goods or services necessary for the immediate preservation of health and safety may be ratified after acquisition when a delay in acquiring the goods or services will cause immediate risk to health and safety, based upon the determination of the Town Manager. Goods and services necessary for the immediate preservation of health and safety during the event of a local disaster shall not require compliance with bidding or advertising requirements set forth in this Policy, and may be awarded on a sole-source basis. In the event of local disaster or emergency conditions declared by the Town, when it is not feasible to follow the bidding procedures, and it is necessary to authorize the purchase of equipment, supplies or services, or emergency repair costs in excess of \$50,000, the Town Manager shall first notify the Mayor or in the absence of the Mayor, the Mayor Pro Tem. In the absence of the Mayor and Mayor Pro Tem, the Town Manager is authorized to purchase the equipment, supplies or services necessary to manage the emergency. The Mayor and Mayor Pro Tem are also authorized to approve emergency purchases as needed.

NONCOMPETITIVE NEGOTIATION

When sole source or emergency procurement situations arise or when standard competitive processes are deemed non-practical, the Town Manager or designee may enter into noncompetitive negotiations in the best interest of the Town. A written determination of the basis for the noncompetitive negotiation and supplier selection shall be included in the contract file.

CONFLICTS OF INTEREST

As provided in C.R.S. 24-18-201 et seq., elected and appointed Town Officials and Town employees shall not have a financial or other interest in any contract made by them as Town employees or officials, or by any Town body or board of which they are members or employees, except in the circumstances described in such statute. Such circumstances generally include contracts awarded via competitive bidding procedures, contracts with respect to which the official or employee has complied with the disclosure and recusal requirements of state law, and other limited situations. Relatives of Town employees will be allowed to bid on purchases or contracts with the Town only in those situations where the employee that is related to the bidder has no involvement or decision authority in the process of awarding the bid.

Elected and appointed Town officials and Town employees involved in the procurement process shall comply with all ethics laws governing such process. Town employees shall notify the Town Manager in writing of any actual or perceived conflict of interest. Board members shall disclose the conflict of interest in accordance with state law. Additional information regarding ethics rules for the Town contracting can be provided by the office of the Town Manager.

CHECK APPROVAL

The Town will issue checks bi-weekly. A detail report of all checks written will be presented monthly to the Board.

POLICY REVIEW

The Finance Committee and Finance Director will be responsible for reviewing the Purchasing Policy every two years and will make recommendations for revisions to the policy as deemed appropriate. Adoption and modifications to the policy will require the approval of a simple majority vote by the entire Town Board.

Drew Peterson, Mayor

Attest: Kristi K Bashor, CMC, Town Clerk



MEMORANDIUM OF RECOMMENDATION

TO: Board of Trustees

FROM: Finance Committee

CC:

DATE: May 10, 2023

RE: Purchasing Policy

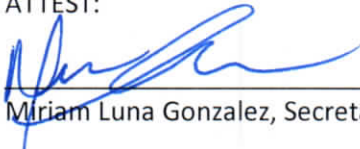
The proposed Purchasing Policy has been reviewed by the Finance Committee at the April 26, 2023 meeting. With a vote of 4 for and 0 against, the Finance Committee of the Town of Firestone recommends the approval of the Purchasing Policy.

FINANCE COMMITTEE



Frank A. Jimenez, Chair

ATTEST:



Miriam Luna Gonzalez, Secretary

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Proclamation

Meeting Date: May 24, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

National Public Works Week

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. National Public Works Week Proclamation



NATIONAL PUBLIC WORKS WEEK PROCLAMATION - 2023
May 21- May 27, 2023

Whereas, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of the Town of Firestone; and,

Whereas, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

Whereas, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association; and,

Now, Therefore, I, Drew A. Peterson, Mayor, do hereby designate the week May 21-27, 2023, as National Public Works Week; I urge all citizens to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Drew A. Peterson, Mayor

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a

Presentation

Meeting Date: May 24, 2023

Initiated By: Jan Sloat

Dept: Human Resources

AGENDA TITLE

STAR Award Presentation

RECOMMENDATION

Town staff recommends Board approval for these STAR award recipients

SUMMARY

The STAR (Special Thanks and Recognition) Award is an employee recognition program to award employees for demonstrating exceptional service and exceeding expectations in their work performance.

The awards will be presented to:

- Miriam Luna Gonzalez, Deputy Town Clerk;
- Julie Pasillas, Director of Public Works;
- Tim Saenz, Water Foreman and,
- Corey Ross, Public Works Administrative Coordinator

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

In May 2019, the Board approved an employee recognition program to award Town Staff for demonstrating exceptional service and exceeding expectations in their work performance.

ATTACHMENTS

1. Special Thanks And Recognition Program (2)



Special Thanks And Recognition - STAR Award

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

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

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

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

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

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.a

Discussion/Action

Meeting Date: May 24, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-57: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TOWN'S PUBLIC WORKS DEPARTMENT'S PURCHASE OF LIGHTS FOR THE FIRESTONE TRAIL

RECOMMENDATION

Staff recommends approval of Resolution 23-57, authorizing the purchase of lights for the Firestone Trail.

SUMMARY

The proposed resolution approves purchasing 12 additional solar-powered LED lights to be installed along the Firestone Trail between McClure Ave and Firestone Blvd.

Twelve solar-powered lights were installed in 2022 along the Firestone Trail. The additional 12 will be installed in locations identified in the lighting study conducted by Mountain States Lighting, LLC.

FINANCIAL CONSIDERATIONS

The resolution includes an amount not to exceed \$36,000.00. Sufficient funds were budgeted in 2023 in the Capital Projects Fund.

HISTORY AND PREVIOUS BOARD ACTION

The 2020 POST Master Plan identified improvements to existing parks, open spaces, and trails, and highlighted security lighting as a major improvement for the Firestone Trail. Following the 2020 POST Master Plan, Mountain States Lighting, LLC, conducted a light study along the Trail and identified the need for 40 lights between McClure Ave and Firestone Blvd. In 2022, 12 solar-powered LED lights were purchased and installed along the Firestone Trail.

During the 2023 budget work sessions with the Board of Trustees, staff presented this project as part of the CIP for the Firestone Trail Improvements.

ATTACHMENTS

1. Res 23-57 Firestone Trail Solar Powered LED Lights Purchase for Public Works

RESOLUTION NO. 23-57

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING THE TOWN'S PUBLIC
WORKS DEPARTMENT'S PURCHASE OF LIGHTS FOR THE
FIRESTONE TRAIL**

WHEREAS, pursuant to C.R.S. 31-15-302, the financial powers of the Town of Firestone's Board of Trustees 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 Public Works Department ("PWD") has determined that to ensure the safety of users of the Firestone Trail, it is necessary to install lights along the trail; and

WHEREAS, PWD requested quotes and Mountain States Lighting LLC was the only respondent and will provide twelve solar-powered LED lights for the cost of \$36,000.00, which the PWD deems is a reasonable price; and

WHEREAS, PWD will install the lights and has funds appropriated for such expenditure; and

WHEREAS, the Board of Trustees finds that the purchase of park lights 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's purchase of twelve solar-powered LED lights for the Firestone Trail as set forth in this Resolution.

INTRODUCED, READ AND ADOPTED this 24th day of May, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.b

Discussion/Action

Meeting Date: May 24, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-58: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TOWN'S PUBLIC WORKS DEPARTMENT'S PURCHASE OF REPLACEMENT ATHLETIC FIELD GOODS FOR THE FIRESTONE SPORTS COMPLEX

RECOMMENDATION

Staff recommends approval of Resolution 23-58, authorizing purchases of replacement scoreboards and drinking fountains for the Firestone Sports Complex and authorizing staff to expend funds.

SUMMARY

The proposed resolution is to purchase three replacement scoreboards and six replacement drinking fountains at the Firestone Sports Complex. The existing scoreboards and drinking fountains are original to the Firestone Sports Complex, constructed in 2008.

Staff determined the need for these replacements based on the following:

1. The current scoreboards require frequent repairs, and parts are becoming harder to find.
2. Users of the Complex would benefit from the ability to fill water bottles at the drinking fountains, which the existing fixtures do not accommodate; the new fixtures will allow for bottle filling.

FINANCIAL CONSIDERATIONS

The resolution includes an amount not to exceed \$44,000.00. Sufficient funds were budgeted in the 2023 Capital Projects Fund.

HISTORY AND PREVIOUS BOARD ACTION

During the 2023 budget work sessions with the Board of Trustees, staff presented the improvement project as part of the CIP for the Firestone Sports Complex.

ATTACHMENTS

1. Res 23-58 Replacement Athletic Field Goods Purchase for Public Works

RESOLUTION NO. 23-58

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING THE TOWN'S PUBLIC
WORKS DEPARTMENT'S PURCHASE OF REPLACEMENT
ATHLETIC FIELD GOODS FOR THE FIRESTONE SPORTS COMPLEX**

WHEREAS, pursuant to C.R.S. 31-15-302, the financial powers of the Board of Trustee's of the Town of Firestone 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 Town's Board of Trustees desires to approve the Public Works Department's ("PWD") purchase of replacement athletic field goods which is necessary for the operation of the Firestone Sports Complex; and

WHEREAS, PWD thus desires to expend an amount not to exceed \$44,000.00 for purchase of the following replacement athletic field goods; and

Replacement scoreboards (qty 3) for \$19,000.00
Replacement drinking fountains (qty 6) for \$25,000.00;

WHEREAS, the Board of Trustees finds that the purchase of such goods 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 replacement athletic field goods set forth in this Resolution.

INTRODUCED, READ AND ADOPTED this 24th day of May, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.c

Discussion/Action

Meeting Date: May 24, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-59: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLAYCORE WISCONSIN INC., DBA GAMETIME FOR INSTALLATION SERVICES OF SHADE STRUCTURES AT THE FIRESTONE SPORTS COMPLEX

RECOMMENDATION

Staff recommends approval of Resolution 23-59, authorizing the purchase of shade structures and the execution of the Construction Contract for installation with PlayCore Wisconsin Inc. dba GameTime and authorizing staff to expend funds.

SUMMARY

The proposed agreement with PlayCore Wisconsin Inc. dba GameTime is for the purchase and installation of shade structures over the bleachers at the Firestone Sports Complex.

Facility users have expressed the need for shade structures since the Firestone Sports Complex was built in 2008. Adding shade structures will significantly enhance the Firestone Sports Complex and address a common request of facility users.

FINANCIAL CONSIDERATIONS

The contract includes an amount not to exceed \$70,230.76. Sufficient funds were budgeted in 2023 in the Capital Projects Fund.

HISTORY AND PREVIOUS BOARD ACTION

During the 2023 budget work sessions with the Board of Trustees, staff presented the improvement project as part of the CIP for the Firestone Sports Complex.

ATTACHMENTS

1. Res 23-59 PlayCore Wisconsin Inc dba GameTime-Shade Structure Installation Services Firestone Sports Complex
2. 2023 Sport Complex Improvement-Shade Structure-Construction Contract-Game Time_Submittal 05-17-23
3. cert_ATL_Town of Firestone_5604846_0
4. GameTime Quote & Shade Structure Image

RESOLUTION NO. 23-59

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND PLAYCORE WISCONSIN INC., DBA GAMETIME FOR
INSTALLATION SERVICES OF SHADE STRUCTURES AT THE FIRESTONE
SPORTS COMPLEX**

WHEREAS, the Town of Firestone (“Town”) desires to engage PlayCore Wisconsin Inc. dba GameTime (“Contractor”) for the purpose of providing installation services for the shade structures at the Firestone Sports Complex (“Project”); and

WHEREAS, the Town finds that Contractor has the expertise, qualifications, and experience necessary to perform the Project’s duties.

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

The Agreement between the Town of Firestone and PlayCore Wisconsin Inc. dba GameTime for installation services for the shade structures at the Firestone Sports Complex is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 24th day of May, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this 24th day of May, 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"), and **PlayCore Wisconsin Inc. dba GameTime**, an independent contractor with a principal place of business at 150 PlayCore Drive S.E. Fort Payne, AL 35967 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, the Town has found the Contractor to have the expertise and experience to perform the required services.

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

I. SCOPE OF WORK

A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **Sports Complex Improvement (P2023-9325) Project**.

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

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

II. RESERVED

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed within 180 days of the Effective Date of this contract. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, or until terminated as provided herein.

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

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

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **\$70,230.76** (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses.

V. PAYMENT PROCEDURES

A. The Contractor may submit Applications for Payment for completed Work per the UNIT-PRICE FORM. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.

B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the contract is completed satisfactorily and finally accepted by the Town.

C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage

VI. RESPONSIBILITY

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

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

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

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

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

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

VII. OWNERSHIP

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

VIII. INDEPENDENT CONTRACTOR

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

IX. INSURANCE

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

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

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

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

X. INDEMNIFICATION

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

XI. WORKER WITHOUT AUTHORIZATION

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

B. Prohibited Acts. The Contractor 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 Construction Contract, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with 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 Construction Contract.

C. Verification.

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

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

3. If the Contractor obtains actual knowledge that a subcontractor performing Work under this Construction Contract 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 Construction Contract, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with 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 Construction Contract; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing Work under this Construction Contract; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with 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 Construction Contract.

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

XII. CONTRACT DOCUMENTS

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

- A. Exhibit to this Construction Contract:
 - 1. Exhibit A: Quote #103064-01-01.

There are no Contract Documents other than those listed above in this Section XII.

XIII. 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.

XIV. MISCELLANEOUS

- A. Governing Law and Venue. This Construction Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.
- C. Integration. This Construction Contract and any attached exhibits constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Construction Contract.

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

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

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

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

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

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

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

PlayCore Wisconsin Inc. dba GameTime

By: 
Clint Whiteside, Director of Sales Administration

STATE OF ~~COLORADO~~ ^{TENNESSEE})

) ss.

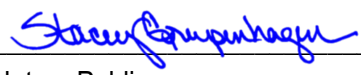
COUNTY OF HAMILTON)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17th day of May, 2023 by Clint Whiteside as Director of Sales Administration of PlayCore Wisconsin, Inc. dba GameTime.

My commission expires: 01/05/2024

(SEAL)




Notary Public

SCOPE OF WORK

Contractor's Duties

During the term of this Construction Contract, the Contractor shall perform the following duties, as directed by the Town:

- Contractor shall supply and install a quantity of 6 20'x10'x8' in ground hanging cantilever shade structures at the Firestone Reginal Sport Complex for \$66,886.44.

Owner contingency of \$3,344.32 is included in the total contact price and can only be used with written authorization from the Town's project manager for this project. Any contract changes requested by the Contactor will be submitted in writing and will be handled as a change order request per section **XIII.**

CHANGE ORDERS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-22-23	CONTACT NAME: Brenda Young-Epps	FAX (A/C, No):	
	PHONE (A/C, No, Ext): (404) 995 3074	E-MAIL ADDRESS: brenda.youngepps@marsh.com	
INSURED PlayCore Wisconsin, Inc. Dba GameTime 150 PlayCore Drive SE Fort Payne, AL 35967	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Evanston Insurance Company		35378
	INSURER B : Indemnity Ins Co Of North America		43575
	INSURER C : ACE Property And Casualty Ins Co		20699
	INSURER D : ACE American Insurance Company		22667
	INSURER E : N/A		N/A
INSURER F : ACE Fire Underwriters Insurance Company		20702	

COVERAGES **CERTIFICATE NUMBER:** ATL-005604846-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			MKL2VPBC001627	08/01/2022	08/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CAL H10690110	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$1,000 \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0			XEUG71549501 004 RETENTION Umb Catastrophe \$25,000	08/01/2022	08/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D D F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WLR C50669828 SCF C50669786 SCF C50669713 (See Additional Page.)	08/01/2022 08/01/2022 08/01/2022	08/01/2023 08/01/2023 08/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Firestone Regional Sports Complex - OMNIA Contract #2017001134
Town of Firestone and its officers, employees, and contractors are listed as additional insured as their interests may appear, during and until completion of the referenced project, on a primary and non-contributory basis, on the General Liability via CG 2010 04/13 and Automobile Liability via DA-9U74c policies, when required by written contract. A Waiver of Subrogation applies in favor of the additional insured on the Workers Compensation policy, when required by written contract.

CERTIFICATE HOLDER Town of Firestone 9950 Park Avenue Firestone, CO 80504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC <i>John Whittle</i>
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED PlayCore Wisconsin, Inc. Dba GameTime 150 PlayCore Drive SE Fort Payne, AL 35967
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):

WLR C50669828 - AL,AZ,CA,CO,FL,GA,IL,IN,KY,MI,MN,MO,NV,NY,OK,OR,PA,SC,TN,TX,UT,VA

SCF C50669786 - CA,CO,FL,GA,IL,IN,MI,MN,MO,MT,NC,NM,NV,NY,OK,OR,PA,SC,TN,TX

SCF C50669713- Wisconsin (WI)



PO BOX 680121
FORT PAYNE, AL 35968
www.GAMETIME.COM
800-235-2440

04/25/2023
Quote #
103064-01-01

FIRESTONE REGIONAL SPORTS COMPLEX

TOWN OF FIRESTONE
Attn: CHUCK BRANDT
9950 PARK AVE
FIRESTONE, CO 80504
Phone: 303-901-0227

Ship to Zip 80621

Quantity	Part #	Description	Unit Price	Amount
6	QRI394	GT-Shade - GTHC201008IG HANGING CANTI 20X10X8 IG	\$6,354.00	\$38,124.00
1	INSTALL	ALTITUDE CONTRACTING - EQUIPMENT INSTALLATION	\$26,475.00	\$26,475.00
Contract: OMNIA #2017001134			Sub Total	\$64,599.00
			Discount	(\$1,143.72)
			Freight	\$3,431.16
			Total	\$66,886.44

Comments

**SITE PREP, PERMITS NOT INCLUDED
PLEASE ADD TAX IF APPLICABLE**

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAYCORE WISCONSIN, INC dba GAMETIME
Pricing: f.o.b. factory. **Pricing Firm for 30 Days from the day of this quotation.**

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted. Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
Final TAX amount may change, any additional tax required will be customer's responsibility.

Shipment: Standard playground and furnishings order shall ship within 10-12 weeks, Custom Panels 10-12 weeks, Vista Ropes Climbers 12-18 weeks, Standard Shades and Shelters 14-16 weeks, Surfacing 1-2 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. All orders remaining staged for shipment, with the manufacturer, after 10 business days, will be applicable to a minimum storage fee of \$125.00, as well as an additional \$125.00 per week, per order. The customer will be responsible to pay these fees once the equipment ships. Flatbed and Forklift requests would be additional charge (not included)

Freight charges: Allowed & prepaid

**Installation: shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation.
Site should be level and permit installation equipment access.**

**PURCHASER SHALL ABSORB ALL COSTS INCURRED FROM UNKNOWN SOIL CONDITIONS SUCH AS ROCK REMOVAL, POOR DIGGING CONDITIONS (BEDROCK), OR POOR SOIL BEARING CAPACITY, INCLUDING BUT NOT LIMITED TO JACKHAMMER, BACKHOE OR BULLDOZER, SONOTUBES (PLUS DELIVERY, OPERATOR AND INSTALLATION IF REQUIRED)
Exclusions: unless specifically included, this quotation excludes all bonds, prevailing wages, site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.**

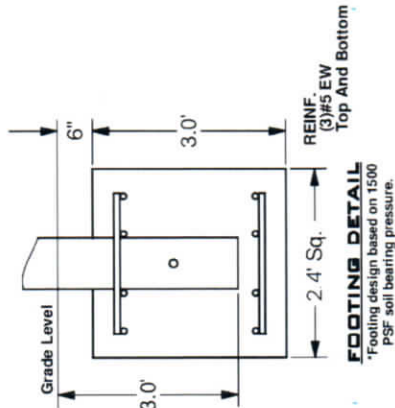
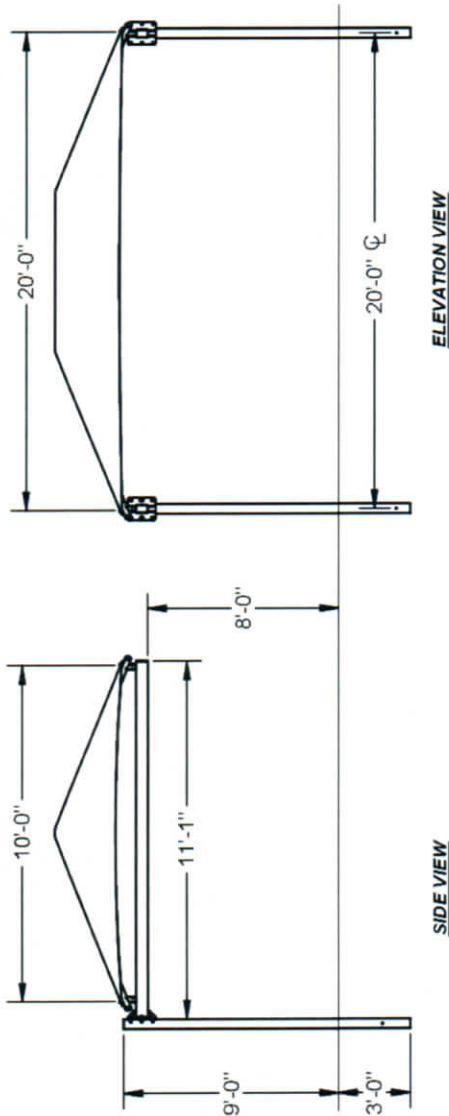
OMNIA
PARTNERS
Contract #2017001134

HANGING CANTILEVER SHADE

20' x 10' x 8'

MODEL # :
HC201008G (With Glide Elbows)
HC201008IN (Without Glide Elbows)

REF.#	PART DESCRIPTION	QTY.
1	Column - Flanged Cantilever	2
2	Beam - Flanged With Caps	2
3	Elbow - Glide	4
4	Rafter - Swaged One End	4
5	Ridge Pole - Swaged Both Ends	1
6	Joiner - Rectangle Profile	2
7	Fabric - 20' x 10' With Cable Insert	1
8	Frame Hardware Kit	1



These drawings are for reference only and should not be used as construction details. Materials, fasteners, and foundations are subject to change if professionally sealed engineering drawings are required. Designed for 93 MPH Basic Wind Speed.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.d

Discussion/Action

Meeting Date: May 24, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Ordinance 1027: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTIONS 1.08.050 AND 13.08.010 OF THE FIRESTONE MUNICIPAL CODE REGARDING WATER DEDICATION REQUIREMENTS FOR RESIDENTIAL DWELLING UNITS

RECOMMENDATION

Staff recommends approval of Ordinance 1027, adjusting the water dedication requirement for sections 1.08.050 A.1, 1.08.050 A. 1. c, 1.08.050 A. 2, subsection A.2.a, 13.08.010 B.1, 13.08.010 B. 1. c., 13.08.010 B. 1.5 and subsection B.1.5 a. of the Firestone Municipal Code.

SUMMARY

To ensure that the Town of Firestone's water dedication requirements are appropriate for the types of residential units developers offer, staff requested a water usage analysis by Leonard Rice Engineering.

Based on this analysis, staff proposes changes to dedication requirements for single-family attached and multi-family units (townhomes).

FINANCIAL CONSIDERATIONS

None at this time.

HISTORY AND PREVIOUS BOARD ACTION

Periodically, the staff will analyze and recommend adjusting water dedication requirements for developments to the Board of Trustees. The Board of Trustees has previously approved amendments in Ordinance 983 in October 2020, Ordinance 908 in June 2017, and Ordinance 861 in December 2014.

ATTACHMENTS

1. Ord 1027 Water Dedication Residential Units Amend
2. Memo re Amendment to Dedication Requirements.clean

ORDINANCE NO. 1027

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTIONS 1.08.050 AND 13.08.010 OF THE FIRESTONE MUNICIPAL CODE REGARDING WATER DEDICATION REQUIREMENTS FOR RESIDENTIAL DWELLING UNITS

WHEREAS, to ensure that the Town of Firestone's (Town") water dedication requirements are appropriate for the various residential units offered by developers, the Town had its water engineers Leonard Rice Consultant Water Engineers ("LRE Water") analyze the matter to determine the appropriate dedication requirements; and

WHEREAS, upon completion of its work, LRE Water recommended that the dedication requirements for certain Single Family Dwellings and Multi-Family Dwelling Accounts be amended.

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

Section 1. Section 1.08.050 A.1. of the Firestone Municipal Code is amended to provide as follows:

A. Residential.

1. Single Family Detached Dwellings. The landowner, its successors or assigns in interest shall dedicate to the town for each single family detached dwelling lot the amount of water, in acre-feet, as set forth in the following table:

Section 2. Section 1.08.050 A. 1. c. of the Firestone Municipal Code is enacted to provide as follows:

- c. For each individual platted lot that is 2,500 square feet or less, and that is for a single family attached dwelling in a building of two or more attached units per building, the landowner, its successors or assigns in interest shall dedicate to the town for each single family attached dwelling lot: 0.160 acre-feet.

Section 3. Section 1.08.050 A. 2., and subsection A.2.a., of the Firestone Municipal Code are enacted to provide as follows:

Living Units Per Multi-Family Dwelling	Water Dedication Requirement (acre-feet) (Per Living Unit)
2 to 4 units	0.160
5 units or more	0.112

- a. The above table is for units of three bedrooms or less. If a unit of four or more bedrooms is proposed, an increased dedication requirement may be specified for each

unit.

Section 4. Section 13.08.010 B.1. of the Firestone Municipal Code is amended to provide as follows:

1. For each single-family detached residential dwelling lot, the amount of water, in acre-feet, as set forth in the following table.

Section 5. Section 13.08.010 B. 1. c. of the Firestone Municipal Code is enacted to provide as follows:

c. For each individual platted lot that is 2500 square feet or less, and that is for a single family attached dwelling in a building of two or more attached units per building, the landowner, its successors or assigns in interest shall dedicate to the town for each single family attached dwelling lot: 0.160 acre-feet.

Section 6. Section 13.08.010 B. 1.5. of the Firestone Municipal Code is repealed in its entirety and reenacted and a new subsection B.1.5 a. is enacted to provide:

Living Units Per Multi-Family Dwelling	Water Dedication Requirement (acre-feet) (Per Living Unit)
2 to 4 units	0.160
5 units or more	0.112

a. The above table is for units of three bedrooms or less. If a unit of four or more bedrooms is proposed, an increased dedication requirement may be specified for each unit.

Section 7. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 8. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

Section 9. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this 24th day of May, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristi K. Bashor, CMC, Town Clerk

William P. Hayashi, Town Attorney



Memorandum

To: Julie Pasillas, Director of Public Works
From: Gregg S. Ten Eyck, P.E.
Copy to: A.J. Krieger, Town Manager

Reviewed by: Brett Gracely, P.E.
Date: April 26, 2023
Project: 1527TWF02-23
Subject: Amendment to Water Dedication Requirements: Single Family Townhomes and Multi-Family Accounts

Background

The current Town of Firestone Municipal Code at 1.08.050 and at 13.08.010 specifies water dedication requirements for a single-family residential property based on lot size and for a multi-family building based on the number of units in the building.

The water dedication requirement for a townhome, located on its own platted lot, is currently determined using the table at 1.08.050.A.1 of the Municipal Code. The smallest lot size in that table is 0 to 4,500 square feet.

Many developers are apparently proposing single-family residential platted lots that are townhomes (two or more dwelling units that are attached yet built on separate platted lots). There are currently approximately 40 townhome properties in Firestone on lots less than 2,500 square feet, and the Town has three years of water use data for most of those properties. This memorandum is to recommend that the Municipal Code be amended with the addition of a residential-townhome category, with an appropriate water dedication requirement.

Multi-family accounts have one water meter serving all the units in the building. Water dedication requirements are currently determined using the table at 1.08.050.A.2. Of the current 41 multi-family accounts, five accounts have 6 to 8 units per building, and the other 36 accounts have 16 to 24 units per building.

Water dedication requirements are based on the amount of raw water to be delivered to the water treatment plant, which requires about 24 percent more water than is measured at an individual water meter. This is because we must include the 20 percent surcharge as required

by the Central Weld County Water District. The St Vrain Water Treatment Plant is beginning operation this year, and therefore has no operational history. The planned loss of reverse osmosis reject water to the deep injection well is estimated at 10 to 20 percent of the raw water delivered for treatment. In addition, the dedication requirement accounts for an estimated 3 percent system loss in the Town's distribution system. For example, to deliver 100,000 gallons at the individual meter, 103,100 gallons of treated water must be delivered to the distribution system. Multiplying 103,100 times 1.20 to account for the surcharge or reverse osmosis reject water results in 123,700 gallons of raw water required to be delivered to the treatment plant. For calculating the recommended water dedication amounts, this has been rounded to a multiplier of 1.24, or 124,000 gallons in this example.

Recommendations

Single-Family Residential

A distinction between the water dedication requirements for single-family residential detached lots and single-family attached dwelling lots is recommended.

To effect this recommendation, there will need to be changes to Chapter 1.08 and Chapter 13.08 of the Municipal Code. First, the following text will replace the current language at 1.08.050.A.1, inserting the word "Detached."

A. Residential.

1. Single Family Detached. The landowner, its successors or assigns in interest shall dedicate to the Town for each single-family residential dwelling lot the amount of water, in acre-feet, as set forth in the following table:

Second: the following text will replace the current language at 13.08.010.B.1, inserting the word "detached."

1. For each single-family detached residential dwelling lot, the amount of water, in acre-feet, as set forth in the following table.

Finally, the following language will be added in a new section 1.08.050.A.1.c. and a new section in 13.08.010.B.1.c.

- c. For each individual platted lot that is 2,500^a square feet or less, and that is for a single-family attached dwelling in a building of two or more attached units per building, the landowner, its successors or assigns in interest shall dedicate to the Town for each single-family residential townhome dwelling lot: 0.160 acre-feet.

Multi-Family Residential

Our recommendation, based on a review of three years of multi-family metered water delivery data, is that there be two categories for multi-family units: 2 to 4 units and 5 units and greater.

The recommendation for the buildings with 2 to 4 units is 0.160 acre-feet per unit. The current water dedication requirement for 2 to 4 units is 0.336 acre-feet per unit.

The recommended water dedication requirement per unit for buildings with 5 or more units is 0.112 acre-feet per unit. The current water dedication requirements are 0.306 acre-feet per unit for buildings with 5 to 12 units, and 0.234 acre-feet per unit for buildings with more than 12 units. Note that these dedication amounts are for units of 3 bedrooms or less; if units of 4 or more bedrooms are proposed, an increased dedication requirement may be specified.

To affect this recommendation there need to be changes to the Municipal Code, again in Chapters 1.08 and 13.08. First, the following table will replace the table at 1.08.050.A.2.

Second, a new section, 1.08.050.A.2.a is added to the Code, as shown below.

<i>Living Units Per Multi-Family Dwelling</i>	<i>Water Dedication Requirement (acre-feet) (Per Living Unit)</i>
2 to 4 Units	0.160
5 Units or more	0.112

a. The above table is for units of three bedrooms or less. If a unit of four or more bedrooms is proposed, an increased dedication requirement may be specified for each unit.

Third, the same table as 1.08.050.A.2 will replace the table at 13.08.010.B.1.5. Finally, a new section, 13.08.010.B.1.5.a. is created, with the same language as 1.08.050.A.

<i>Living Units Per Multi-Family Dwelling</i>	<i>Water Dedication Requirement (acre-feet) (Per Living Unit)</i>
2 to 4 Units	0.160
5 Units or more	0.112

a. The above table is for units of three bedrooms or less. If a unit of four or more bedrooms is proposed, an increased dedication requirement may be specified for each unit.

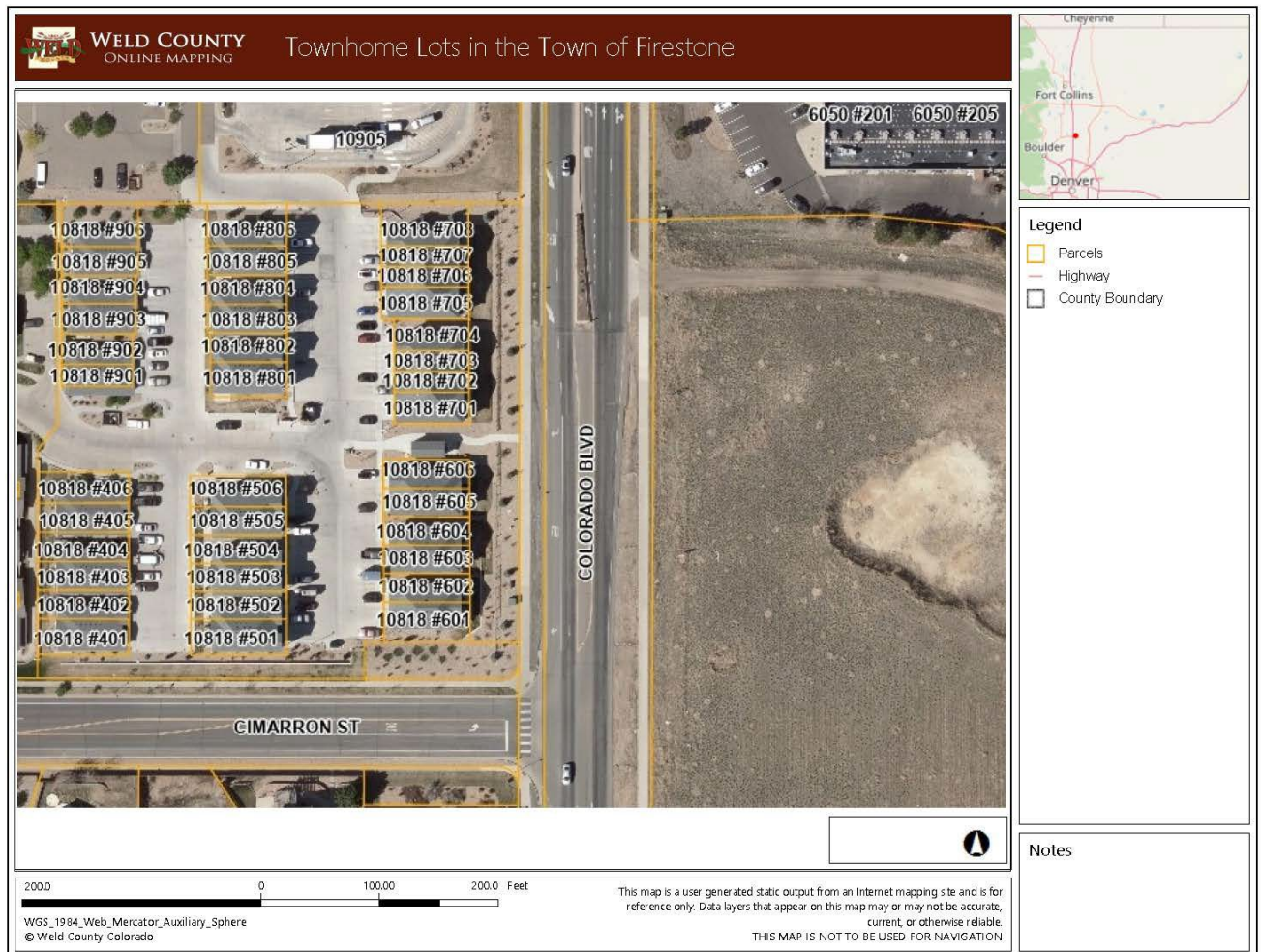
Data Reviewed

I. Townhomes

We reviewed metered water use data for 2020, 2021 and 2022 for single family residential accounts in Firestone that serve properties in the Cimarron Pointe subdivision. These platted lots range from 943 square feet to 2,219 square feet. Based on review of townhomes currently

existing in Firestone, townhome water accounts generally have very little potential for outside water use than accounts on larger lots. Townhome lots are shown on Figure 1, which was created using the Weld County Property Portal.

Figure 1
Townhome Lots in the Town of Firestone



All of the 38 water accounts had monthly meter data in each of the 36 months in the 2020 through 2022 period, so all 38 accounts were reviewed. We also reviewed the data to see if lot size was a reliable indicator of annual water use. It was not—correlation coefficients of water use vs. lot size were in the range of 0.01 to 0.03, which indicates very little or no correlation between lot size and annual water use. Therefore, we are only recommending one new water dedication amount for lots that are less than 2,501 square feet^a. Figure 3 shows annual water use for the 38 townhome accounts, sorted by the 3-year average annual use. The square footage for each account is also shown.

Figure 2 shows annual metered water use versus platted lot size.

Figure 2

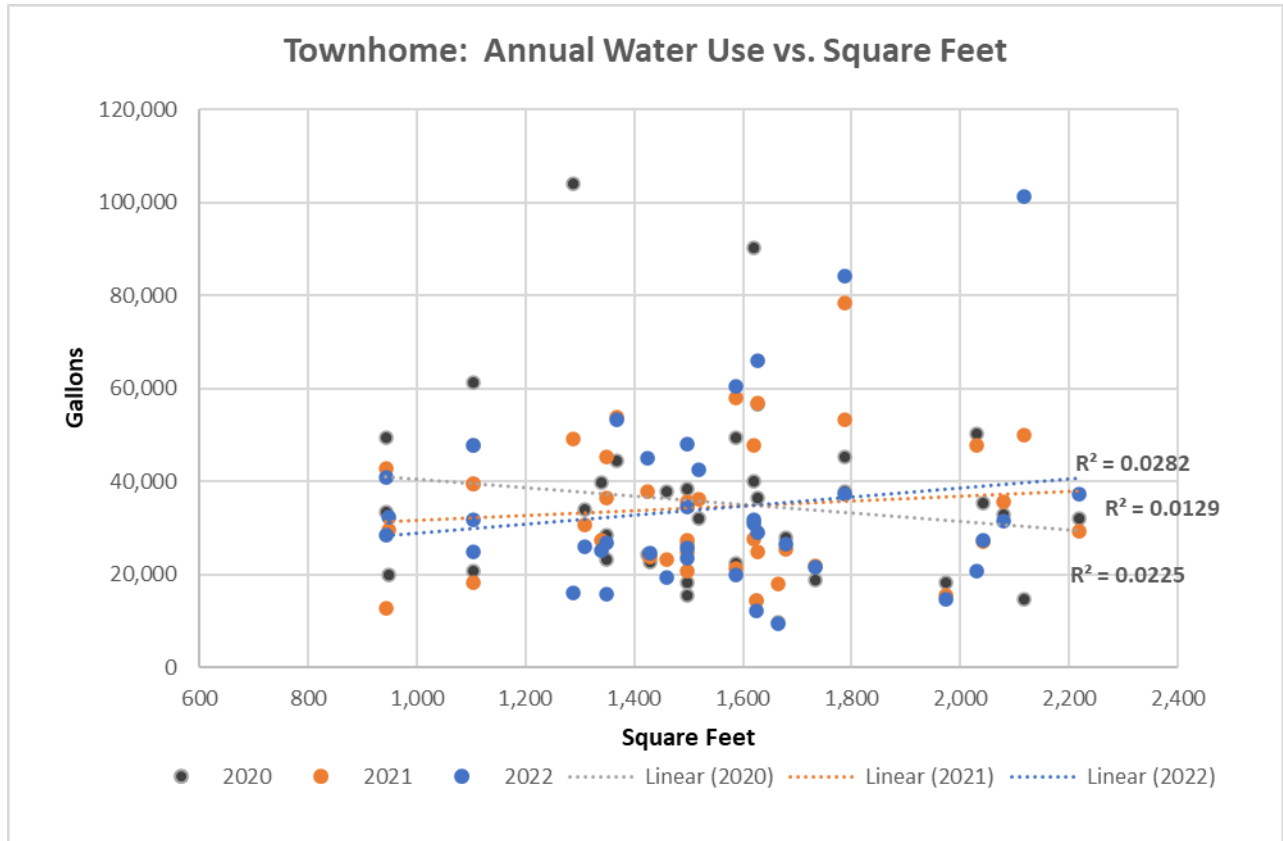
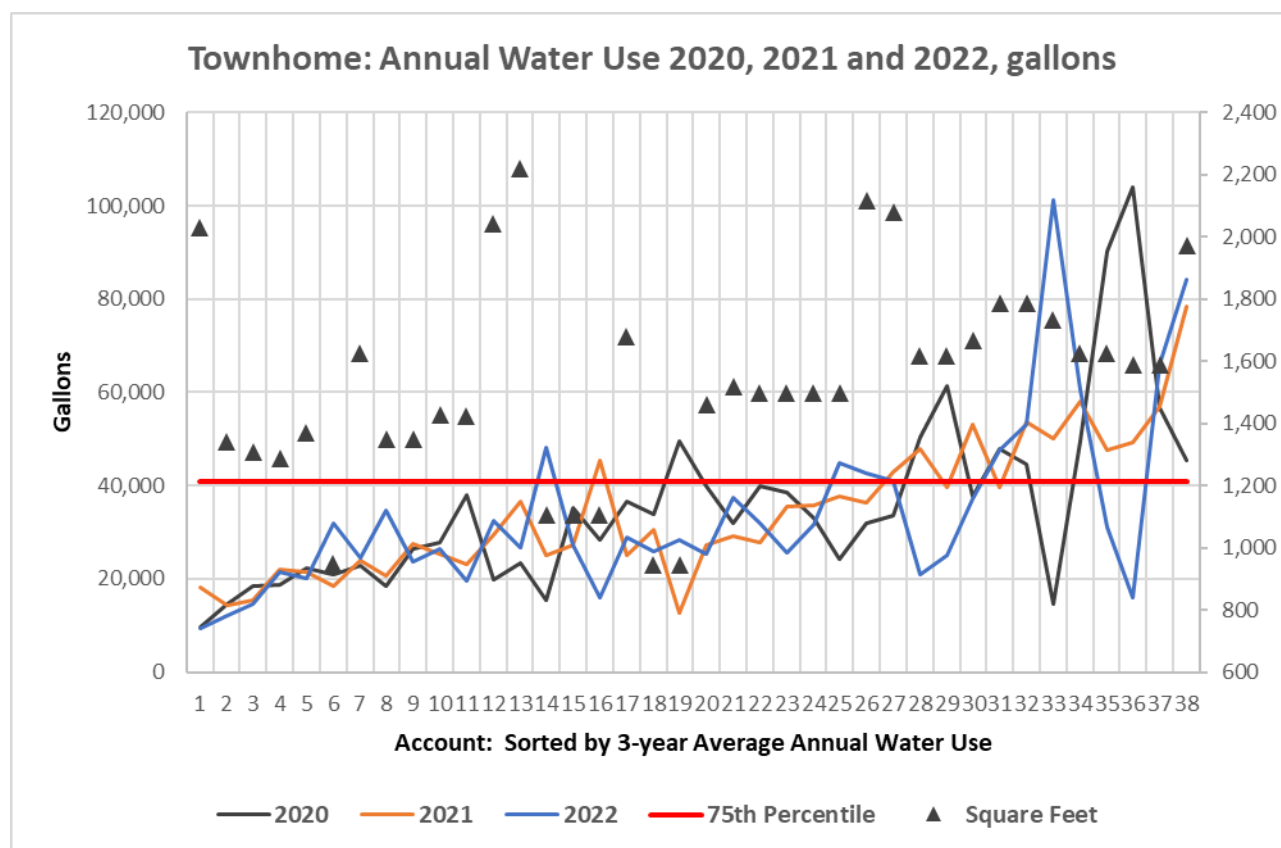


Figure 3 shows the annual metered water use for the 38 townhome accounts for years 2020, 2021, and 2022. The accounts are sorted from left to right from lowest 3-year average annual water use to the highest use. The 75th percentile line is shown: 25 percent of the accounts used more than that amount of water, and this is the basis for our recommendation.

Figure 3



The number of accounts analyzed and the average annual usage for the 3-year period are shown in the following table. The proposed dedication requirement is also shown:

Years	Number of Accounts: less than 2,501 sf	75 th Percentile, Annual Average Use, gallons	Proposed Dedication Requirement, (at individual meter) gallons	Proposed Dedication Requirement, (at individual meter) acre-feet
2020	38	40,806	50,600	0.16
2021				
2022				

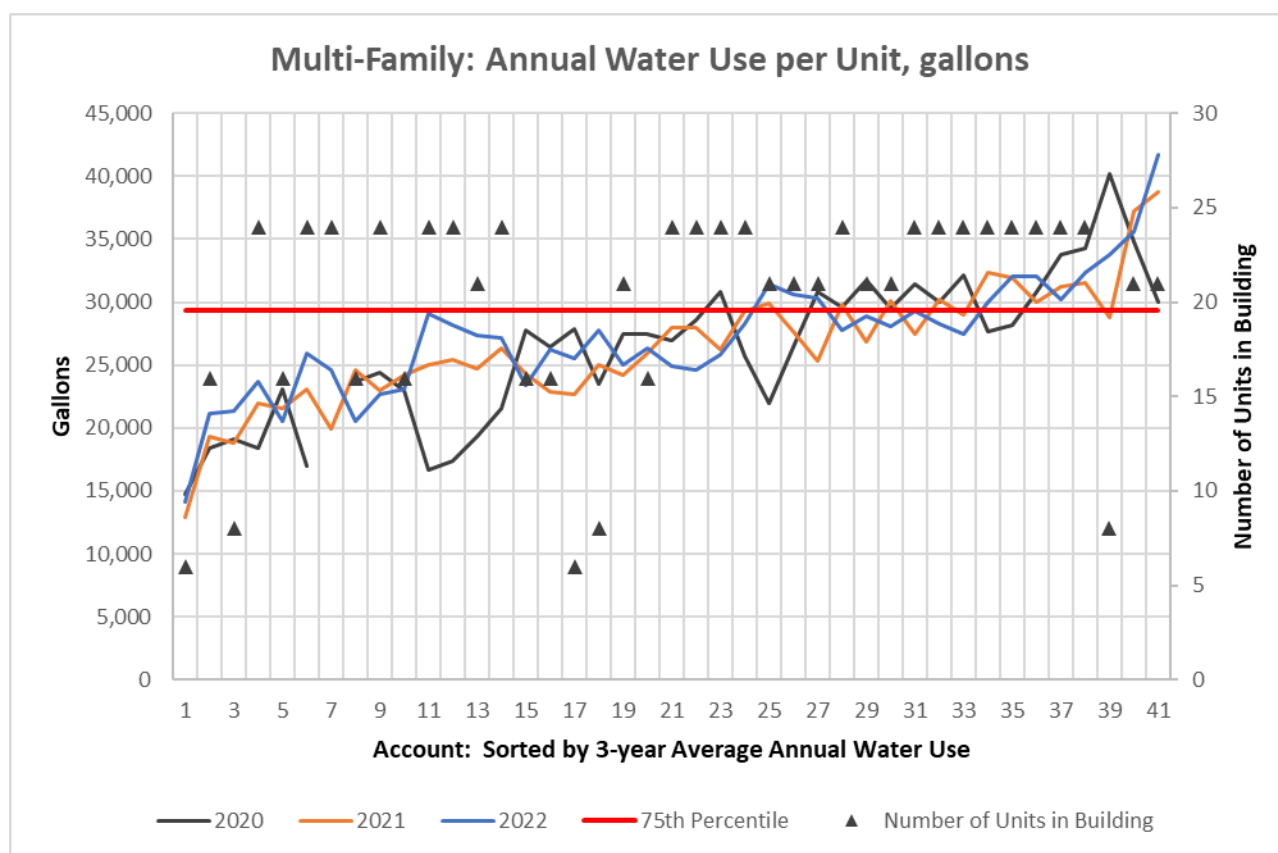
II. Multi-Family

We reviewed water delivery data from meters on multi-family properties in Firestone for 2020, 2021 and 2022. There were 793 apartments in 40 accounts from multi-family buildings in 2020, and 817

apartments in 41 accounts in 2021 and 2022. None of the existing multi-family buildings have less than 6 units.

We converted annual use per building for each account to annual use per unit. Figure 4 shows the annual water use per unit for the 41 multi-family accounts, again sorted from lowest use per unit on the left to highest use per unit on the right. Also plotted on the figure is the number of units in the building for each account. There appears to be little correlation between the number of units in a multi-family building and annual use per unit, hence the recommendation of one water dedication requirement per unit for all multi-family accounts with six or more units.

Figure 4



The number of multi-family accounts analyzed and the average annual usage per unit for the 3-year period are shown in the following table. The proposed dedication requirement is also shown:

Years	Number of Accounts	75th Percentile, Annual Average Use Per Unit, gallons	Proposed Dedication Requirement, (at individual meter), gallons	Proposed Dedication Requirement, (at individual meter), acre-feet
2020	40	29,380	36,435	0.112
2021	41			
2022	41			

^a Water dedication requirements for a lot size greater than 2,500 square feet where a Single-Family Attached Dwelling is proposed, e.g., a paired home or duplex on a corner lot, may be decided on a case-by-case basis.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.e

Discussion/Action

Meeting Date: May 24, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-60: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SIXTH ADDENDUM TO THE WATER SERVICE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CENTRAL WELD COUNTY WATER DISTRICT

RECOMMENDATION

Staff recommends approval of Resolution 23-60, authorizing the execution of the Sixth Addendum to Agreement between the Town of Firestone and Central Weld County Water District.

SUMMARY

As part of the mediation held in April 2022/23 between the Town of Firestone and Central Weld County Water District for the court case filed in 2021, terms were agreed upon and are formalized in the Sixth Addendum to Agreement.

FINANCIAL CONSIDERATIONS

None at this time.

HISTORY AND PREVIOUS BOARD ACTION

The Town filed a court case in 2021 against Central Weld County Water District for the collection of overpayment of tap fees. In April 2023, both parties entered mediation and agreed upon the terms outlined in a Memorandum of Understanding.

ATTACHMENTS

1. Res 23-60 6th Addendum to Agreement between the Town of Firestone and Central Weld County Water District
2. Sixth Addendum to CWCWD Agreement 230516

RESOLUTION NO. 23-60

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING THE SIXTH ADDENDUM TO THE
WATER SERVICE AGREEMENT BETWEEN THE TOWN OF FIRESTONE
AND CENTRAL WELD COUNTY WATER DISTRICT**

WHEREAS, with the exception of the Fifth Addendum dated May 13, 2010, the substantive terms of all other prior addendums to the parties Water Service Agreement (“Agreement”) have expired upon their own terms, such addendums include: the First Addendum to such Agreement dated December 30, 1998, the Second Addendum to such Agreement dated April 9, 2002, the Third Addendum to such Agreement dated July 1, 2003, and the Fourth Addendum to such Agreement dated January 5, 2005; and

WHEREAS, the Parties are currently involved in litigation in Case No. 21CV30465 regarding alleged overcollection of fees paid by the Town; and

WHEREAS, on April 7, 2023, the Parties participated in mediation in an attempt to resolve the remaining issues between the Parties; and

WHEREAS, upon completion of the April 7, 2023, mediation, the Parties jointly agreed to a Memorandum of Understanding (“MOU”) in which the Parties agreed to certain terms for a service agreement which will fully replace the existing Agreement; and

WHEREAS, while the Parties intend to make their best efforts to adopt a new service agreement in a timely manner, the Parties acknowledge that adopting a new service agreement may take several months and may not be completed prior to the scheduled trial date; and

WHEREAS, the Parties desire to give immediate effect to the terms that were approved in the MOU by incorporating those terms into the Sixth Addendum to the existing Agreement.

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

The Sixth Addendum to the Water Service Agreement between the Town of Firestone and Central Weld County Water District 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 Sixth Addendum on behalf of the Town.

INTRODUCED, READ, AND ADOPTED this 24th day of May, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristi K. Bashor, CMC, Town Clerk

William P. Hayashi, Town Attorney

SIXTH ADDENDUM TO AGREEMENT

This Sixth Addendum to Agreement, dated _____, 2023, is between the Town of Firestone, Colorado (“Town”) and Central Weld County Water District (“District”) and supplements and amends the Water Service Agreement dated May 28, 1974, and the Fifth Addendum to such Agreement dated May 13, 2010 (collectively the “Agreement”). The Town and the District are referred to as the “Parties”.

WHEREAS, with the exception of the Fifth Addendum dated May 13, 2010, the substantive terms of all other prior addendums to the Agreement have expired upon their own terms, such addendums include: the Addendum to such Agreement dated December 30, 1998, the Second Addendum to such Agreement dated April 9, 2002, the Third Addendum to such Agreement dated July 1, 2003, the Fourth Addendum to such Agreement dated January 5, 2005; and

WHEREAS, the Parties are involved in current litigation in Case No. 21CV30465 regarding alleged overcollection of fees paid by the Town; and

WHEREAS, on April 7, 2023 the Parties participated in mediation in an attempt to resolve the issues remaining between the Parties; and

WHEREAS, at the completion of the April 7, 2023 mediation, the Parties jointly agreed to a Memorandum of Understanding (the “MOU”) in which the Parties agreed to certain terms for a service agreement which will fully replace the existing Agreement; and

WHEREAS, while the Parties intend to make their best efforts to adopt a new service agreement in a timely manner, the Parties acknowledge that adopting a new service agreement may take several months, and may not be completed prior to the scheduled date for trial in 21CV30465; and

WHEREAS, the Parties wish to give immediate effect to the terms that were approved in the MOU by incorporating those terms into this Sixth Addendum to the existing Agreement;

Now, therefore, the Parties hereby agree that the Agreement shall be modified as follows:

1. **Incorporation.** The foregoing recitals are hereby incorporated into this Agreement.
2. **Effective Date.** The terms of this Sixth Addendum shall be effective as of June 1, 2023.
3. **Raw Water Dedication.** The Town shall transfer to the District a minimum of 112% percent of the total water metered for treatment and delivery at the Town's master meter(s).
4. **Treatment Provider.** District will treat raw water from water supplies which are owned or available to the Town at Carter Lake and to which the Town dedicates to District for treatment at the Carter Lake Filter Plant. These sources include the Town's Colorado Big-Thompson water and Windy Gap water. The District may treat other sources of eligible water (NISP) at its future treatment facilities at the Town's request, subject to an amended or separate agreement.

5. **Cross Connection.** The Town shall install and maintain appropriate back flow prevention devices adjacent to the master meters to prevent water from the Town's water treatment plant from entering District distribution system.
6. **Future Annexation of Current Retail Customers.** Any and all District tap customer's receiving water treatment services from the District, which are subsequently annexed to the Town of Firestone, will remain customers of the District on a retail customer basis and will be served by the District unless and until the property so served is subject to a recorded subdivision plat within the Town of Firestone. In addition, any currently annexed customers of the Town which originally acquired potable water by acquiring a water tap from the District, which are on properties that have not been the subject of a recorded subdivision plat within the Town of Firestone, the District will take back as a retail customer. Any customers located in the Town that are served by the District will be charged the same rates as all other retail customer of the District. There will be no out-of-District surcharge applied to any customer in the Town.
7. **Water Tap Fees.** Tap fees will be paid to the District only for new water taps that are relying on dedication of C-BT or Windy Gap raw water. The District will be paid \$6,000 per tap for the next 150 Single Family Equivalent taps purchased by the Town after the new service agreement is in effect. This rate shall expire 48 months after the effective date of the new service agreement. For taps purchased beyond number 150 or after 48 months, whichever occurs first, the tap fees paid to the District will match the then-current capital investment fee as duly adopted by the District. The Town shall provide the District with a monthly accounting of water taps issued based on a dedication of C-BT or Windy Gap water in the preceding month.
8. **Base Charge.** The rate for potable water service by the Town to its customers will be set by the Town.
9. **Amendment.** Except as modified by this Sixth Addendum, the Agreement shall remain in full force and effect until the parties agree to a new service agreement.

TOWN OF FIRESTONE

CENTRAL WELD COUNTY WATER DISTRICT

Drew Peterson, Mayor

President of the Board of Directors

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.f

Discussion/Action

Meeting Date: May 24, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Ordinance 1028: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE IMPOSITION OF AN IMPACT FEE TO FUND CAPITAL FACILITY EXPENDITURES BY THE FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT FOR EMERGENCY SERVICES; AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT PERTAINING TO SUCH IMPACT FEE

RECOMMENDATION

SUMMARY

This INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES ("**Agreement**") is entered into by and between the Town of Firestone ("**Town**") and the Frederick-Firestone Fire Protection District ("**District**"). The Town and the District are referred to collectively as the "**Parties**" or individually as a "**Party**".

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. FFFPD Impact Fee - 0051823 (1)
2. IGA for Emergency Services Impact Fees - Firestone and FFFD (051823) (clean_Final)

ORDINANCE NO. 1028

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE IMPOSITION OF AN IMPACT FEE TO FUND CAPITAL FACILITY EXPENDITURES BY THE FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT FOR EMERGENCY SERVICES; AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT PERTAINING TO SUCH IMPACT FEE

WHEREAS, the Town is a municipal corporation of the State of Colorado, and the Frederick-Firestone Fire Protection District ("District") is a political subdivision of the State organized pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*; and

WHEREAS, the District was organized to provide fire protection, rescue, and emergency medical services (collectively, "Emergency Services"), as well as other services including fire suppression, public education, hazardous materials, emergency medical, ambulance services, and community risk reduction to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction, either directly or through third-party providers; and

WHEREAS, pursuant to §32-1-1002(1)(d.5), the District has authority to receive and spend impact fees or other similar development charges imposed pursuant to the provisions described in §29-20-104.5, C.R.S.; and

WHEREAS, the District obtained an updated Impact Fee Study dated September 22, 2020, to evaluate the nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's Capital Facilities ("Nexus Study"). The Nexus Study recommended an Impact Fee schedule for both residential and non-residential development at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("Impact Fee Schedule");

WHEREAS, on November 9, 2020 the District's Board of Directors adopted a Resolution approving the Impact Fee Schedule recommended by the Nexus Study; and

WHEREAS, the Town has the authority to impose an impact fee or other similar development charge on behalf of the District to fund its capital facility expenditures, pursuant to the provisions described in §29-20-104.5, C.R.S.; provided, however, that the Town first enter into an intergovernmental agreement with the District, defining the impact fee or other similar development charge and the details of collection and remittance; and

WHEREAS, in order to clarify expectations and outline the precise details for defining, imposing, collecting, and accounting of the District's Impact Fee, recently the Parties formalized an arrangement regarding such processes and standards through an Intergovernmental Agreement (the "Agreement") that serves the interests of the Parties and the residents of the District's Service Area; and

WHEREAS, the Board of Trustees desires to authorize the imposition of the District's

Impact Fee within those portions of the District's jurisdiction that are also lying within the Town's territorial boundaries, or those areas that in the future become located within the District's service boundaries that also overlap with the Town's territorial boundaries ("District's Service Area"), subject to and in conformity with the Agreement.

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

Section 1. There is hereby established a fire protection capital expansion fee which shall be imposed within the District's Service Area pursuant to the provisions of the Intergovernmental Agreement, attached hereto as Exhibit A and incorporated herein by this reference, by and between the Town of Firestone and the Frederick-Firestone Fire Protection District (the "Agreement"), for the purpose of funding capital facilities related to the provision of Emergency Services, as such facilities, improvements, or expenditures may be identified in the Agreement or a capital improvements plan adopted by the District. The amount of such impact fee is set forth in the Agreement.

Section 2. The Board of Trustees hereby approves the Agreement, and the Mayor is authorized to execute the Agreement on behalf of the Town. To implement the provisions of the Agreement, all new construction and development within the District's Service Area for which a Development Permit application is submitted to the Town on or after June 1, 2023, shall be subject to and governed by the applicable provisions of the Agreement.

Section 3. Upon expiration of the Agreement, or in the event the Agreement is terminated for any reason by the Town or the District, the Town shall cease imposing the District Impact Fee within the District's Service Area as of the date of termination.

Section 4. All capitalized terms used in sections 1 through 3 of this ordinance and not otherwise defined herein shall have the meanings given to them in the Agreement.

Section 5. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this __th day of _____, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristi K. Bashor, CMC, Town Clerk

William P. Hayashi, Town Attorney

EXHIBIT A
[FFFPD Impact Fee IGA]

**INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT,
COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES**

This INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES ("**Agreement**") is entered into by and between the Town of Firestone ("**Town**") and the Frederick-Firestone Fire Protection District ("**District**"). The Town and the District are referred to collectively as the "**Parties**" or individually as a "**Party**".

RECITALS

WHEREAS, the Town is a municipal corporation of the State of Colorado ("**State**"), and the District is a political subdivision of the State organized pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*;

WHEREAS, the District was organized to provide fire protection, rescue, and emergency medical services (collectively, "**Emergency Services**"), as well as other services including fire suppression, public education, hazardous materials, emergency medical, ambulance services, and community risk reduction to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction, either directly or through third-party providers;

WHEREAS, pursuant to §32-1-1002(1)(d.5), the District has authority to receive and spend impact fees or other similar development charges imposed pursuant to the provisions described in §29-20-104.5, C.R.S.;

WHEREAS, the District obtained an updated Impact Fee Study dated September 22, 2020, to evaluate the nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's Capital Facilities ("**Nexus Study**"). The Nexus Study recommended an Impact Fee schedule for both residential and non-residential development at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("**Impact Fee Schedule**");

WHEREAS, on November 9, 2020 the District's Board of Directors ("**Board**") adopted a Resolution approving the Impact Fee Schedule recommended by the Nexus Study. A copy of the Impact Fee Schedule is attached as **Attachment 1**; and,

WHEREAS, in accordance with C.R.S. § 29-20-104.5(2)(c), the Parties desire to enter into this Agreement to define the District Impact Fee, and the details of assessment, collection, and remittance, all in accordance with the requirements of C.R.S. § 29-20-104.5 ("**Act**").

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Definitions. In addition to the definitions provided elsewhere in this Agreement, the terms "**Development Permit**" and "**Capital Facility(ies)**" shall be defined as provided in Sections 29-20-103(1) and 29-20-104.5(4), C.R.S., respectively, including any amendments thereto.

“**Contractor**” means any person, firm, partnership, joint venture, corporation, or other entity required to obtain a building permit pursuant to the ordinances of the Town.

2. District Impact Fee.

a. Impact Fee Schedule. The District has adopted an Impact Fee Schedule, attached as **Attachment 1**, to be applied to those portions of the District’s jurisdiction that are also lying within the Town’s territorial boundaries, or those areas that in the future become located within the District’s service boundaries that also overlap with the Town’s territorial boundaries (“**District’s Service Area**”). The District’s impact fee (“**District Impact Fee**”) shall be imposed on all new construction and development within the District’s Service Area for which a Development Permit application is submitted to the Town on or after June 1, 2023, unless the development is exempted, as provided in Section 2.c, or a credit is allocated to the development pursuant to Section 2.d.

b. Nexus Study. The District may update the Nexus Study no less frequently than every five years (“**Updated Nexus Study**”). If the Updated Nexus Study recommends any changes to the Impact Fee Schedule, then by September 1 of the then-current calendar year, the District Board may, after considering such recommendations, adopt a Resolution approving an updated Impact Fee Schedule at a level no greater than necessary to defray the impacts of new development on the District’s Capital Facilities (“**Updated Impact Fee Schedule**”). On or before September 15 of the then-current calendar year, the District shall submit to the Town a copy of: (1) the Updated Impact Fee Schedule; (2) the Resolution adopting the Updated Impact Fee Schedule; and, (3) the Updated Nexus Study. Before any Updated Impact Fee Schedule becomes effective, the Town Board of Trustees must agree to it and signify its approval through the adoption of a resolution. If the Town Board of Trustees does not agree to the Updated Impact Fee Schedule, then the District Impact Fee Schedule then in effect shall continue to apply.

c. Exemptions. The District Impact Fee shall not be owed under any of the following conditions:

1. *Government*. Development or construction by the federal government, state of Colorado, or the Town;
2. *Previous Payment of Same Amount of Impact Fee*. Development for which an impact fee has already or previously been paid in an amount that equals or exceeds the impact fee required under this Agreement and the permit(s) which triggered the collection of the development impact fees have not expired or been voided;
3. *Development Permit Denial*. The Town denies the Development Permit application;
4. *Accessory Structure*. Construction of an unoccupied accessory structure related to a residential unit;
5. *No Building Permit Required*. Development for which a building permit is not required; or
6. *Pending, Completed Applications*. Any Development Permit for which the Contractor submitted a complete application before June 1, 2023.

Any claim for an exemption shall be made no later than the time when the applicant or Contractor applies for the first building permit. Any claim for exemption not made at or before that time shall be waived.

d. Offsets and Credits. The District shall offset the reasonable costs of any capital improvements related to the provision of Emergency Services that are constructed, or real property that is dedicated, and accepted by the District, by or on behalf of any property owner or developer of real property, from whom a District Impact Fee is due and payable under this Agreement.

e. Valuation of Credits.

1. *Land dedication.* Credit for land dedication shall be valued at the fair market value of the land established by either by agreement with the District or by a private appraiser acceptable to the District in an appraisal paid for by the Contractor.
2. *Construction.* Credit for construction of Capital Facilities shall be valued by the District based upon the completed engineering drawings, specifications, and construction cost estimates submitted by the Contractor to the District. The District shall determine the amount of the credit due based upon the information submitted, or, if determined that the information is inaccurate or unreliable, then on alternative construction costs acceptable to the District.

f. Appeals. A District Impact Fee determination may be appealed as follows:

1. An appeal shall be initiated on such written form as the District may prescribe and submitted to the Planning Section Chief.
2. The Planning Section Chief shall act upon the appeal within 30 calendar days of the filing of the appeal with the Planning Section Chief, and the applicant shall be notified of the Planning Section Chief's decision in writing.
3. The applicant may further appeal the Planning Section Chief's decision to the District Board within 14 calendar days of the decision.
4. The District Board shall act upon the appeal within 45 calendar days of receipt of the appeal, and the applicant shall be notified of the District Board's decision in writing.
5. The District Board's decision regarding the appeal is final.

3. Procedures for Collection, Accounting, and Refunds.

a. Fee Collection at Building Permit. The District Impact Fee shall be paid prior to the time a building permit is issued.

b. Impact Fee Form. Any Contractor applying for a building permit, except those exempted pursuant to this Agreement, and the District shall submit to the Town a signed Impact Fee Form that is substantially the same as the form attached as ***Attachment 2***, evidencing (1) the Contractor's payment of a District Impact Fee to the District and the amount of the District Impact Fee paid; or (2) that the District has granted to the Contractor a credit against the District Impact Fee

otherwise due, up to the full obligation of the District Impact Fee to be paid, as described in the Impact Fee Form. The Town will not issue a building permit for any improvements within the development until a signed Impact Fee Form is provided. The Contractor shall submit the signed Impact Fee Form with the other documentation required by the Town and District as part of the building permit application process.

c. Fund Established. The District shall create a special fund, known as the “Impact Fees Fund”, for the purpose of identifying and controlling all revenues and expenses attributable to the District Impact Fee.

d. Revenue Sources. The Impact Fees Fund shall be funded through revenues derived from the collection of the District Impact Fee.

e. Deposits. The District shall promptly collect and deposit all impact fees collected by it under this Agreement into the Impact Fees Fund. This fund shall be an interest-bearing account, and any interest income earned on the impact fees shall be credited to the account. Funds withdrawn from the Impact Fees Fund shall be used only for the purposes specified in Subsection (h) of this Section and said expenditures shall be subject to the provisions of this Section.

f. Management. The District shall manage the Impact Fees Fund in conformity with Section 29-1-801, *et seq.*, C.R.S.

g. Expenditures.

1. *Eligible Expenditures.* All monies collected from the District Impact Fee shall be used solely to finance or to recoup the costs of acquiring, constructing, improving, or expanding any capital improvement related to the provision of Emergency Services within the District’s Service Area. Eligible costs which may be paid from revenues derived from such fees may include, without limitation, planning, design, surveying, permitting, and engineering costs; the cost of purchasing or leasing real property; construction costs; other capital improvement costs; the cost of purchasing fire apparatus; and the costs of administering the collection and expenditure of the fees. The proceeds of such fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes, or other obligations issued by or on behalf of the District to finance such capital improvements.

2. *Ineligible Expenditures.* District Impact Fee collected under this Agreement shall not be used to pay for costs incurred for the repair, rehabilitation, or maintenance of existing or new Capital Facilities, costs related to remedy deficiencies in Capital Facilities existing on the Effective Date, costs incurred for the operation, repair, or maintenance of firefighting equipment, or costs incurred for the ongoing administration or operation of the funded and constructed Capital Facilities.

h. Record of Impact Fees Fund Available for Public Inspection. A record of the Impact Fees Fund accounts shall be available for public inspection in the Fire Chief’s or designee’s office during normal business hours.

i. Annual audit. By no later than August 15 of each year, the District shall provide for, and cause to be prepared, an annual, certified audit of the District’s Impact Fees for the preceding

year. The District shall then present the annual audit to the Town Board of Trustees at its regular meeting no later than September 31st of each year.

1. An audit pursuant to this Agreement shall be conducted by one or more qualified professionals who are not employees or officials of the District and who did not prepare the Nexus Study or any District capital improvement plan.
2. The audit shall review the collection and expenditures of District Impact Fee for each and every project identified in any District capital improvement plan or for any Capital Facilities within the District's Service Area, and shall provide written comments describing the amount of District Impact Fee assessed and collected from within the District's Service Area, and spent on Capital Facilities.

4. Effective Date and Term. This Agreement is effective as of June 1, 2023 ("*Effective Date*") and shall continue in effect unless earlier terminated in accordance with Section 5.

5. Termination.

- a. The Parties may at any time mutually agree in writing to terminate this Agreement.
- b. Either Party may at any time and for any reason terminate this Agreement upon 90 calendar days prior written notice to the other Party.
- c. The District shall notify the Town if other entities with which the District has an agreement to assess, collect, and remit impact fees (such as the Town of Frederick) are terminated. In such case the Town may terminate this Agreement within 90 calendar days after receipt of written notice from the District.
- d. Upon termination of this Agreement, the Town shall cease collecting the District Impact Fee as of the date of termination.

6. Waiver of Claims; Limitation of Liability.

a. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR HAVE ANY CLAIM OR RIGHT AGAINST THE OTHER PARTY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, NO MATTER HOW CHARACTERIZED, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY AND ALL DIRECT, COMPENSATORY, RELIANCE, PUNITIVE, LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING LOSS OF REVENUE, LOSS OF PROFITS ON REVENUE, LOSS OF CUSTOMERS OR CONTRACTS, LOSS OF USE OF EQUIPMENT OR LOSS OF DATA, WORK INTERRUPTION, INCREASED COST OF WORK OR COST OF ANY FINANCING, AND ATTORNEYS' FEES, HOWSOEVER CAUSED, EVEN IF THE SAME WERE REASONABLY FORESEEABLE. NOTWITHSTANDING, THE FOREGOING SHALL NOT APPLY TO SECTION 7.C.

b. Each Party hereby forever, fully and finally releases, relieves and discharges the other Party from and against from all known and unknown charges, complaints, claims (including specific performance and any other equitable remedies to which such Party may otherwise be entitled as a

result of a failure by the other Party to comply with its obligations hereunder), grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, whether at law or in equity, known or unknown, which they have, or may have had, against the other Party, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from this Agreement. Each Party acknowledges that it fully understands and voluntarily accepts this Agreement's terms based on the consideration set forth in this Agreement and not on any other promises or representations by the other Party or any attorney or other agent or representative of the other Party. Notwithstanding, the foregoing waiver of claims provision shall not apply to any cross-claims or separate actions brought by the Town against the District for breach of contract and cost-recovery or a right of contribution/reimbursement pursuant to Section 7.c.

7. Joinder; Joint Defense; Cross-Claim; Reimbursement.

a. Joinder. In the event of any potential litigation or judicial or legal proceeding brought by a third-party against the Town in connection with the imposition of the District Impact Fees or relating in any way to this Agreement, or in the event any lawsuit or judicial or legal proceeding brought by a third-party against the Town raises issues which are substantially the same as or connected with the issues arising out of this Agreement, then the District agrees that it has an interest in the subject of the action, that it shall be indispensable to such proceedings, and its direct, named participation is necessary and required if complete relief is to be afforded, that it shall be joined and consents to being made an additional party to such proceedings, that it shall support and otherwise cooperate with the Town in any defense to such proceedings as an active participant, and the Town may allow the District to join such proceedings. The Town also may cause the District to be joined to such proceedings with prior notice to the District and the District hereby consents to such joinder.

b. Joint Defense. In connection with any matter contemplated by Section 7.a, the Parties shall enter into a joint defense agreement in a form mutually acceptable to the Parties, containing customary terms and conditions for the purpose of, among other things, preserving confidentiality and any applicable privilege attached to information and data exchanged by the Parties and pursuant to this Agreement; provided, however, that any such joint defense agreement shall not preclude the Town from asserting any cross-claims or actions against the District to which it may be entitled to assert.

c. Cross-Claims and Reimbursement. In connection with any matter contemplated by Section 7.a., the Town may bring and file a cross-claim or separate action against the District for breach of contract and any and all damages incurred by the Town arising from or related in any way to such claim. Moreover, the District shall be liable to and shall reimburse the Town within 120 days of receipt of a written demand (or the Town shall be entitled to recover from the District, as the case may be) for any and all necessary, reasonable direct costs, such as attorney fees, legal expenses or litigation costs, incurred by the Town: (1) in disputing any matter or any issues contemplated under Section 7.a.; or (2) in seeking to obtain or enforce any benefit or right provided by this Agreement. The Town may seek contribution from the District during or following a final adjudication or determination of any potential litigation or judicial proceeding contemplated under Section 7.a. or 7.c., regardless of whether the Town or the District (if joined as a party) prevails in the proceedings or resolves the dispute with such third-party via a voluntary, out-of-court settlement, or an administrative or judicially approved settlement.

8. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

9. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto.

10. TABOR. This Agreement while requiring reimbursement pursuant to Section 7.c. shall not be construed or interpreted as creating, directly or indirectly, a general obligation debt, multi-fiscal year obligation or other financial obligation whatsoever of the District within the meaning of any constitutional or statutory limitations or requirements, nor shall this Agreement directly or indirectly obligate the District to make payments beyond those appropriated for the current fiscal year.

11. Notices and Requests. Any notice permitted or required by this Agreement shall be in writing and shall be hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt.

Town of Firestone
Attn: Town Manager
9950 Park Avenue
Firestone, CO 80520

Frederick-Firestone Fire Protection District
Attn: Fire Chief
8426 Kosmerl Place
Frederick, CO 80504

12. Miscellaneous. Colorado law governs this Agreement. Nothing contained in this Agreement shall invalidate any existing agreement for impact fees or development charges between the District and a developer to pay for Capital Facilities. Jurisdiction and venue shall lie exclusively in the Weld County District Court. This Agreement may be amended only by a written instrument mutually executed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives and successors. Neither Party shall assign this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

TOWN OF FIRESTONE, a municipal
corporation of the State of Colorado

**FREDERICK-FIRESTONE FIRE
PROTECTION DISTRICT**, a political
subdivision of the State of Colorado

By: _____
Drew Peterson, Mayor

By: _____
_____, Board President

Date: _____

Date: _____

ATTESTED:

ATTESTED:

Kristi K. Bashor, Town Clerk

_____, Board Secretary

APPROVED AS TO FORM:

By: _____
Town Attorney

ATTACHMENT 1

**FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT
EMERGENCY SERVICES IMPACT FEE SCHEDULE**

Effective June 1, 2023

Residential	
Unit Type	Fee Per Dwelling Unit
Single Family	\$974
Multifamily	\$825

Nonresidential (Commercial, Industrial, etc.)	
Fee Per Square Foot	\$0.81

No individual landowner is required to provide any site-specific dedication or improvement to meet the same need for capital facilities for which an impact fee is imposed pursuant to this schedule.

ATTACHMENT 2

FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT DEVELOPER IMPACT FEE FORM OUTLINE

Developer Information			
Development Company		State of Incorporation	
Address			
Telephone		Fax	
Contact Person			
Name		Title	
Telephone		Cell Phone	
Email Address			
Development Information			
Name of Development		Location (Address or Cross Streets)	
Residential Units		Non-Residential Square Footage	
Single Units (\$ per unit)		Commercial (\$ per square foot)	
2+ Units (\$ per unit)		Office/Industrial (\$ per square foot)	
Manufactured Homes (\$ per unit)		Industrial/Flex (\$ per square foot)	
Impact Fee			
Check one: ☐ No impact fee owed <u>OR</u> ☐ Impact fee owed in the amount of \$ _____			
If applicable: ☐ A credit has been granted in lieu of paying all or a portion of an impact fee. Description and of the credit (attach additional information if necessary) and amount of impact fee credit:			

The developer must submit this signed Impact Fee Form with the other documentation required by the Town as part of its development permit application process. If the Town denies the application, the developer is not required to pay the Impact Fee. If the Town grants the application and issues a development permit, the developer must pay the Impact Fee, unless the development is exempted or a credit is allocated to the development, before the Town will issue a building permit in connection with the development.

DEVELOPER/COMPANY:

FREDERICK-FIRESTONE FIRE PROT.DISTRICT

By: _____

By: _____, Fire Chief

Date: _____

Date: _____

Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	12,064.50	Direct Deposit Net	570,853.26	Informational	0.00
1-06	PD Shift Supervisor	13.00	Net	0.00	Fringe Benefits	1456.66
2-00	Overtime Pay	90.50	3rd Party Pay Net	0.00		
3-00	Paid Time Off	1,608.67				
4-00	Misc Leave: EIB, FF, ELP	0.00				
5-00	Call Outs, Standby	19.00				
7-00	HolidayTO, Holiday Wrk	151.00				
8-10	PD Grant/Contracts	40.00				
8-00	Miscellaneous Pay	16.00				
8-26	PHE - Public Health Emer	0.00				
9-01	Comp Time Earned	82.00				
9-02	Comp Time Used	166.75				
Grand Totals:		<u>14,251.42</u>		<u>570,853.26</u>		<u>1456.66</u>

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	745,199.75	8-26	PHE - Public Health Emergenc	0.00	61-11	FSA- Limited Purpose	-159.00
1-03	Mayor/Trustee	2,150.00	9-02	Comp Time	4,846.77	61-12	FSA - Medical	-3,031.08
1-06	PD Shift Supervisor	942.44	19-00	3rd Party Pay	0.00	64-96	Hospital Idemnity	-934.00
2-00	Overtime	4,458.38	21-02	Cell Phone Stipend	250.00	64-97	Critical Illness Insurance	-1,071.20
3-00	PTO	41,355.89	30-04	Life Ins > 50k	1,456.66	64-98	Vol/ADD, Sps,Chld LIFE	-2,124.50
3-05	PTO Payout	0.00	50-01	FPPA 457	-2,169.18	64-99	Accident Insurance	-1,245.44
4-00	Misc Earned Leave	0.00	50-02	FPPA PD Pension	-31,230.56	70-01	Misc Deduction	0.00
5-00	Call Outs, Standby	659.69	50-03	FPPA ROTH	-50.00	70-02	Child Support	-837.50
7-01	Holiday Time Off	6,560.66	51-01	PERA	-47,566.24	70-03	Garnishment	0.00
7-02	Holiday Work SW	0.00	51-02	PERA+457	-849.36	70-04	Equipment	-525.20
7-03	Holiday Work NSW	0.00	51-03	PERA Life	-108.50	70-05	Mission Sq Loan Repay	0.00
8-01	Misc Pay	0.00	51-05	PERA 401k	-1,139.40	74-00	Soc Sec	-979.26
8-02	Retro Pay	257.45	51-07	PERA 457 Roth	-400.00	75-00	Medicare	-11,252.35
8-04	Bereavement	0.00	52-01	Mission Square 401a	0.00	76-00	FWT	-73,454.74
8-06	Snow Day	0.00	52-02	Mission Sq 457b-PreTax	-240.48	77-00	SWT	-27,546.00
8-08	Pd Admin Leave	0.00	52-04	MissionSqu 457b-PostTax	-240.48	79-00	3rd Party Medicare	0.00
8-10	PD Grant	3,198.49	60-00	Health Insurance	-13,676.31	85-00	Net Pay - check	0.00
8-12	Jury Duty	456.24	61-03	HSA3850 RMR	-1,794.82	86-00	Dir Deposit	570,853.26
8-13	Military Leave	0.00	61-04	HSA7750 RMR	-14,141.94	89-00	3rd Party Net	0.00
8-20	Retro Pay (non-FPPA)	0.00	61-10	FSA- Dependent Care	-2,714.96			

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	24,724.18	61-03	HSA3850 RMR	750.00	91-00	Long Term Disability	1,914.08
51-01	PERA	78,008.63	61-04	HSA7750 RMR	3,100.00	92-00	Short Term Disability	2,478.12
51-04	PERA AED/SAED	597.70	62-00	Dental Insurance	8,877.26	93-00	Police Pension	8,528.72
52-01	Mission Square 401a	900.00	63-00	Vision Insurance	1,598.06	94-00	Basic Life & AD&D	1,548.00
52-02	Mission Sq 457b-PreTax	1,938.46	74-00	Social Security	979.26	95-01	Employee Asst Plan	723.72
60-00	Health Insurance	124,826.06	75-00	Medicare	11,252.35	98-00	State Unemployment	1,583.98

Name	Total Paid
Total 4 RIVERS EQUIPMENT, LLC:	1,981.51
Total ACCESS/ADAMS DATA MANAGEMENT, LLC:	543.09
Total ACE HARDWARE OF FIRESTONE:	11.98
Total ADAMSON POLICE PRODUCTS:	10,412.52
Total AIRGAS INC:	823.78
Total ALAN PLUMMER AND ASSOCIATES, INC:	86,699.10
Total ALERUS (EMP FND/CLAIM REIMB):	243.09
Total AMAYA SOLUTIONS INC:	.00
Total AMAZON CAPITAL SERVICES:	2,542.99
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total ANDERSON CONSULTING ENGINEERS, INC:	2,759.50
Total ASPHALT SPECIALTIES CO., INC.:	465.96
Total AUDIO VISUAL INNOVATIONS INC:	23,236.86
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total AXON ENTERPRISE INC:	330.00
Total B K TIRE, INC:	1,480.94
Total BAREFOOT RESIDENTIAL LLC:	266.40
Total BECKER SAFETY AND SUPPLY:	200.00
Total BINFORD SUPPLY LLC:	1,808.64
Total Black Hills Energy:	8,510.10
Total BOBCAT OF THE ROCKIES:	296.82
Total BOHANNAN HUSTON INC:	960.00
Total BUCKEY INTERNATIONAL INC:	797.71
Total CARROT-TOP INDUSTRIES INC:	204.22
Total CELEGANS LABS INC:	7,689.32
Total CENTRAL WELD COUNTY WATER DISTRICT:	29.27
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	109,560.29
Total CENTURY LINK:	674.97
Total CERTIFIED LABORATORIES:	2,496.75
Total CHASE PAYMENTNET:	76,084.17
Total CHECK-IT CODE CONSULTING LLC:	11,373.78
Total CHICAGO TITLE (WSTMN):	45.05
Total CHICAGO TITLE (TUFTS):	21.80
Total CIGNA HEALTH & LIFE INSURANCE CO:	102,053.99
Total CINTAS FIRST AID & SAFETY:	481.27
Total CIRSA:	11,178.75
Total CIVIC PLUS, INC:	283.33
Total CMS ENVIRONMENTAL SOLUTIONS LLC:	1,185.00
Total COLORADO ASSOCIATION OF CHEIFS OF POLICE:	612.50

Name	Total Paid
Total COLORADO CIVIL GROUP INC.:	41,356.27
Total COLORADO MATERIALS, INC:	3,904.00
Total COLORADO STATE TREASURER:	5,392.69
Total CONCENTRA MEDICAL CENTERS:	682.00
Total CORE & MAIN LP:	8,298.87
Total CROSBIE REAL ESTATE GROUP, LLC:	1,000.00
Total DANA KEPNER COMPANY INC.:	18,568.22
Total DBC IRRIGATION SUPPLY:	4,525.83
Total DELTA DENTAL OF COLORADO, INC:	9,003.75
Total DITESCO LLC:	14,333.81
Total DPC INDUSTRIES INC:	1,269.85
Total ELEVATED CLOUD SERVICES LLC:	38,971.50
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	3,270.35
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	32,119.78
Total EVOQUA WATER TECHNOLOGIES LLC:	4,907.50
Total FACTORY MOTOR PARTS CO.:	31.44
Total FASTENAL COMPANY:	1,479.48
Total FIRST AMERICAN TITLE CO:	302.68
Total FIRST INTEGRITY TITLE COMPANY:	40.17
Total FIRSTBANK:	65.00
Total FRANCE PUBLICATIONS, INC:	850.00
Total FRED DIEHL CONSULTING:	5,800.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	913.75
Total FRONTIER BUSINESS PRODUCTS:	3,742.13
Total FRONTIER COMPUTER CORP.:	80.70
Total FRONTIER FIRE PROTECTION LLC:	3,652.00
Total FUZION FIELD SERVICES LLC:	11,878.03
Total GRAINGER:	731.72
Total GRAVES CONSULTING LLC:	4,500.00
Total GREEN GIRL RECYCLING SERVICES:	183.00
Total GREEN MILL SPORTSMAN'S CLUB, INC:	1,450.00
Total HARDLINE EQUIPMENT LLC:	74.35
Total HAYASHI & MACSALKA, LLC:	9,694.00
Total HD SUPPLY INC:	15,251.13
Total HERITAGE TITLE-FT COLLINS:	83.84
Total INTERSTATE BATTERY OF THE ROCKIES:	960.65
Total INTERSTATE FORD:	397.82
Total JONES, STEPHEN:	1,100.00
Total KATHLEEN A. OATIS:	2,500.00

Name	Total Paid
Total KG CLEAN INC:	5,500.28
Total KIMBALL MIDWEST:	2,503.22
Total KING CHEVROLET BUICK GMC:	603.74
Total KINSCO, LLC:	89.50
Total LAND TITLE - BRIGHTON:	74.49
Total LAND TITLE-DENVER-2:	8.57
Total LANGUAGE NEXUS, INC:	220.00
Total LANGUAGELINE SOLUTIONS:	60.85
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	33,414.65
Total LENNAR COLORADO:	344.78
Total LEONARD RICE ENGINEERS, INC:	47,174.00
Total LEXISNEXIS RISK SOLUTIONS:	766.66
Total LITTLE THOMPSON WATER DISTRICT:	154.31
Total LONGMONT HUMANE SOCIETY:	1,225.00
Total MAC EQUIPMENT INC LONGMONT:	1,564.20
Total MAIN STREET MAT COMPANY, INC:	621.00
Total MCGRANE WATER ENGINEERING, LLC:	1,520.00
Total MINES AND ASSOCIATES INC:	6,411.00
Total MIRACLE RECREATION EQUIPMENT CO.:	1,116.16
Total MISC VENDOR:	23,669.59
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	1,837.08
Total MUTUAL OF OMAHA INSURANCE CO:	8,729.92
Total NEIGHBORS POINT METRO DISTRICT:	879.50
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	404.40
Total O.J. WATSON COMPANY, INC.:	17,711.62
Total ODP BUSINESS SOLUTIONS LLC:	200.88
Total O'REILLY AUTO PARTS:	836.93
Total PIRTEK NOCO:	152.08
Total POWER SERVICE INC:	293,102.36
Total PRAIRIE MOUNTAIN PUBLISHING:	335.82
Total PUREWATER DYNAMICS, INC:	828.13
Total QUADIENT LEASING USA INC:	1,649.14
Total RAFTELIS FINANCIAL CONSULTANTS INC:	23,683.01
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	108.00
Total REDNECK TRAILER SUPPLY:	15.84
Total RESTITUTION / COURT REFUNDS:	600.00
Total REXEL USA, INC:	82.99
Total RIPTIDE CAR & PET WASH:	1,150.00
Total ROCKY MOUNTAIN AWARD & TROPHY:	52.50

Name	Total Paid
Total ROCKY MOUNTAIN POLICE CHAPLAINS:	400.00
Total SAFETY AND CONSTRUCTION SUPPLY INC:	8,558.92
Total SALT LAKE WHOLESALE SPORTS:	6,897.80
Total SHERWIN WILLIAMS CO.:	987.37
Total SHRED VAULT COLORADO LLC:	490.00
Total SIRCHIE FINGER PRINT LABORATORIES:	121.92
Total ST VRAIN WATER AUTHORITY:	8,370.94
Total ST. VRAIN BLOCK COMPANY:	440.50
Total STANTEC CONSULTING SERVICES INC:	12,967.75
Total STEVE BALCEROVICH:	1,250.00
Total SUMMIT DATA PROTECTION LLC:	38,880.00
Total SUN VALLEY ELECTRIC INC:	40,650.50
Total THOMSON REUTERS-WEST:	228.09
Total TIMBER LINE ELECTRIC & CONTROL CORP:	1,975.00
Total TIMBERLAN, INC:	22,200.00
Total TISCHLERBISE INC:	4,671.00
Total TLTC DISTRIBUTING LLC:	540.35
Total TRAFFIC SIGNAL CONTROLS, INC:	2,800.00
Total TRANSWEST TRUCK TRAILER RV:	72.53
Total TRIDENT SECURITY SYSTEMS INC:	360.00
Total TRIGGER TIME GUN CLUB, LLC:	1,623.41
Total UME CUSTOM EMBROIDERY:	943.20
Total UNITED POWER:	8,347.87
Total UNIVERSITY AUTO PARTS, INC:	2,525.50
Total UPSTATE COLORADO ECONOMIC DEVELOPMENT:	10,000.00
Total UTILITY NOTIFICATION CENTER OF COLORADO:	486.33
Total UTILITY REFUNDS -1:	206.38
Total VANCE BROTHERS INC:	240.00
Total Verizon Connect NWF INC:	226.85
Total VERMEER SALES AND SERVICE OF C, INC:	445.96
Total VIA MOBILITY SERVICES:	4,560.00
Total VISION SERVICE PLAN - VSP:	1,579.58
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	3,189.00
Total WAGNER WELDING SUPPLY CO.:	8.68
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	697.50
Total WESTWATER RESEARCH, LLC:	10,000.00
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	459.94
Total WICKHAM TRACTOR CO, Inc:	459.13
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	245.00

Name	Total Paid
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	2,369.34
Grand Totals:	1,403,990.30

Name	Total Paid
MISC VENDOR	
Total ALL TRAFFIC DATA SERVICES:	209.75
Total CARLSON LAND DEVELOPMENT LLC:	5,386.53
Total FLYWHEEL CAPITAL LLC:	1,062.62
Total FORESTAR:	592.00
Total OAK MEADOWS LIMITED:	12,263.30
Total PACKARD & DIERKING LLC:	383.50
Total TRIPOINTE HOMES:	3,271.89
Total VERTIX BUILDERS INC:	500.00
Grand Totals:	23,669.59