



TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

November 8, 2023
6:30 PM

9900 Park Avenue
Firestone, CO 80504

Mayor Drew Peterson

Mayor Pro Tem Frank A. Jimenez

Trustees: Don Conyac, Sean Doherty, Matt Holcomb, Doug Sharp and David Whelan

Board of Trustee Regular Meetings can be viewed live online at www.firestoneco.gov/Agendas

PRE-MEETING WORK SESSION 6:00 PM IN THE RICHARD E. HART TRAINING ROOM

THE AGENDA FOR THE PRE-MEETING WORK SESSION IS A DISCUSSION OF THE FOLLOWING REGULAR MEETING AGENDA

REGULAR MEETING 6:30 PM IN THE MUNICIPAL COURT AND 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 October 25, 2023 Regular Meeting Minutes
 - b. **Resolution 23-116**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DESIGNATING THE APRIL 2, 2024 REGULAR ELECTION AS MAIL BALLOT ELECTION AND AUTHORIZING THE TOWN CLERK TO APPOINT ELECTION JUDGES
 - c. **Ordinance 1037**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING, CHAPTER 5.08 ALCOHOLIC BEVERAGES OF THE MUNICIPAL CODE OF THE TOWN OF FIRESTONE
6. **Proclamation**

* 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.

7. Presentation

- a. Carbon Valley Parks and Recreation District Presentation

8. Land Development

- a. **Public Hearing: Resolution 23-117:** A RESOLUTION OF BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SPECIAL REVIEW USE APPLICATION TO OPERATE COBBLESTONE CARWASH FACILITIES ON REAL PROPERTY LOCATED ON LOT 2, FIRELIGHT PARK, IN SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., WITHIN THE TOWN OF FIRESTONE AND AN ACCOMPANYING SITE PLAN PERTAINING THERETO

9. Discussion/Action

- a. Parks, Trails, Recreation and Open Space Commission Appointments
- b. **Resolution 23-101:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ESTABLISHING THE PERSONS PER DWELLING UNIT AS REQUIRED FOR CALCULATING THE TOWN'S PARKLANDS DEDICATION REQUIREMENT AND ESTABLISHING THE NEIGHBORHOOD PARK CONSTRUCTION FEE
- c. **Ordinance 1036:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 13.08.010 OF THE FIRESTONE MUNICIPAL CODE REGARDING WATER DEDICATION REQUIREMENTS FOR PARK LAND DEDICATIONS
- d. **Resolution 23-118:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING THE 2020 RESOLUTION ESTABLISHING A CASH FEE-IN-LIEU OF WATER RIGHTS VALUE FOR PARKLAND AND OPEN SPACE DEDICATIONS
- e. **Ordinance 1033 :** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING CHAPTER 3.20 OF THE MUNICIPAL CODE OF THE TOWN OF FIRESTONE PERTAINING TO DEVELOPMENT IMPACT FEES AND FUNDS

* 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.

- f. **Resolution 23-119:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TOWN OF FIRESTONE'S WATER METER CHARGE AND WATER RATE PER GALLON USAGE

- g. **Resolution 23-120:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MEMORANDUM OF UNDERSTANDING PERTAINING TO THE REDEVELOPMENT OF CENTRAL PARK; AND APPROVING AN ADVISORY SERVICES AGREEMENT WITH RENEW DEVELOPMENT SERVICES RELATING TO THE STUDY OF CENTRAL PARK AND MARKET CONDITIONS FOR DEVELOPMENT OF CENTRAL PARK ALONG WITH OTHER DEVELOPMENT ADVISORY SERVICES.

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

11. Reports

- a. Staff
 - 11.a.i. 3rd Quarter Financial Report
- b. Mayor
- c. Trustees

12. Executive Session

13. Adjournment

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. 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: November 8, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of October 25, 2023 Regular Meeting Minutes

RECOMMENDATION

SUMMARY

Summary minutes of October 25, 2023 Regular Town Board Meeting

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. 10-25-2023 Draft BOT Meeting Minutes

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
October 25, 2023

1. Call to Order & Roll Call

The of the Town of Firestone met for a Regular Meeting on October 25, 2023, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 06:31 PM

The following were present upon the call of the roll:

Mayor: Drew Peterson
Mayor Pro-tem: Frank A. Jimenez
Trustees: Don Conyac
David Whelan, **Excused**
Matt Holcomb
Sean Doherty
Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Matt Wiederspahn, Town Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Marketing & Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Pam Howard, Director of Planning & Development; David Angelo, Chief of Police; Kristi K. Bashor, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to Approve the Agenda

Roll Call Vote:

Yes: 5
No: None
Abstain: None

Motion carried.

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

Becky Duckworth, Firestone resident spoke regarding the Central Park MOU, the Town survey, and a different use for the money being spent on the MOU.

5. Consent Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to Approve Consent Agenda

Roll Call Vote:

Yes: 5

No: None

Abstain: None

Motion carried

- a. Approval of October 11, 2023 BOT Regular Meeting Minutes
- b. **Resolution 23-107** - A RESOLUTION OF THE BOARD OF TRUSTEES AND THE TOWN OF FIRESTONE, COLORADO, APPROVING A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE CHARTER ACADEMY.
- c. **Resolution 23-108** - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE TOWN OF FIRESTONE AND ST VRAIN VALLEY SCHOOL DISTRICT.
- d. **Resolution 23-110**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT; ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN DENMORE FILING NO. 2; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DENMORE FILING NO. 2 SUBDIVISION
- e. Cancellation of the November 22, 2023, and December 27, 2023, Board of Trustees Meeting

6. Land Development

ITEMS **6A** AND **6B** WERE COMBINED TOGETHER INTO ONE PRESENTATION. THE MAYOR OPENED THE PUBLIC HEARING FOR EACH ITEM INDIVIDUALLY BUT THEY WERE COMBINED TOGETHER IN PRESENTATION AS ALL OF ONE CONTENT AFFECTED THE OTHER. SO THEY WERE PRESENTED COLLECTIVELY. THE MAYOR CLOSED THE PUBLIC HEARINGS AND THE TWO WERE VOTED ON IN ONE MOTION.

ITEMS **6C, 6D** AND **6E** WERE COMBINED TOGETHER INTO ONE PRESENTATION. THE MAYOR OPENED THE PUBLIC HEARING FOR EACH ITEM INDIVIDUALLY BUT THEY WERE COMBINED TOGETHER IN PRESENTATION AS ALL OF ONE CONTENT AFFECTED THE OTHERS. SO THEY WERE PRESENTED COLLECTIVELY. THE MAYOR CLOSED THE PUBLIC HEARINGS AND THE THREE ITEMS WERE VOTED ON IN ONE MOTION

- a. **PUBLIC HEARING: Resolution 23-113:** A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF CERTAIN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO, TO THE TOWN OF FIRESTONE, COLORADO
- b. **PUBLIC HEARING: Ordinance 1034:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ANNEXING THE PROPERTY KNOWN AS THE CR 9.5 ANNEXATION TO THE TOWN OF FIRESTONE, COLORADO

Motion by Trustee Conyac, **second** by Mayor Pro Tem Jimenez, to Approve **PUBLIC HEARING: Resolution 23-113:** A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF CERTAIN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO, TO THE TOWN OF FIRESTONE, COLORADO and **PUBLIC HEARING: Ordinance 1034:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ANNEXING THE PROPERTY KNOWN AS THE CR 9.5 ANNEXATION TO THE TOWN OF FIRESTONE, COLORADO

Roll Call Vote:

Yes: 5
No: None
Abstain: None

Motion carried

- c. **PUBLIC HEARING: Resolution 23-114:** A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF CERTAIN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO, TO THE TOWN OF FIRESTONE, COLORADO
- d. **PUBLIC HEARING: Ordinance 1035:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ANNEXING THE PROPERTY KNOWN AS THE CDOT MOBILITY HUB ANNEXATION TO THE TOWN OF FIRESTONE, COLORADO; AND APPROVING THE ASSOCIATED ANNEXATION AGREEMENT
- e. **PUBLIC HEARING: Ordinance 1036:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, TO TOWN OF FIRESTONE RC (REGIONAL COMMERCIAL) ZONING DISTRICT

Motion by Trustee Conyac, **second** by Trustee Holcomb, to Approve **PUBLIC HEARING: Resolution 23-114:** A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF CERTAIN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO, TO THE TOWN OF FIRESTONE, COLORADO, **PUBLIC HEARING:**

Ordinance 1035: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ANNEXING THE PROPERTY KNOWN AS THE CDOT MOBILITY HUB ANNEXATION TO THE TOWN OF FIRESTONE, COLORADO; AND APPROVING THE ASSOCIATED ANNEXATION AGREEMENT and **PUBLIC HEARING: Ordinance 1036:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, TO TOWN OF FIRESTONE RC (REGIONAL COMMERCIAL) ZONING DISTRICT

Roll Call Vote:

Yes: 5
No: None
Abstain: None

Motion carried

7. Discussion/Action

- a. **Resolution 23-96:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE AND VIRGINIA RUGE

Motion by Trustee Doherty, **second** by Trustee Conyac, to Approve **Resolution 23-96:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE AND VIRGINIA RUGE

Roll Call Vote:

Yes: 5
No: None
Abstain: None

Motion carried

- b. **Resolution 23-109** - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, COMMITMENT TO INCREASE THE SUPPLY OF AFFORDABLE HOUSING UNITS IN THE TOWN OF FIRESTONE AS SET FORTH IN PROPOSITION 123.

Motion by Trustee Holcomb, **second** by Trustee Conyac, to Approve **Resolution 23-109** - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, COMMITMENT TO INCREASE THE SUPPLY OF AFFORDABLE HOUSING UNITS IN THE TOWN OF FIRESTONE AS SET FORTH IN PROPOSITION 123.

Roll Call Vote:

Yes: 5
No: None
Abstain: None

Motion carried

- c. **Resolution 23-115**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A COOPERATIVE DEVELOPMENT PLAN AGREEMENT.

Motion by Trustee Sharp, **second** by Mayor Pro Tem Jimenez, to Approve **Resolution 23-115**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A COOPERATIVE DEVELOPMENT PLAN AGREEMENT.

Roll Call Vote:

Yes: 5
No: None
Abstain: None

Motion carried

- d. Final Review of the 2024 Proposed Budget

Jessica Clanton, Finance Director provided the Final overview of the 2024 Budget. The Board will vote on the budget at the meeting scheduled for November 15, 2023.

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

Becky Duckworth, a Firestone resident, spoke regarding the transparency of town records and CORA's she has requested.

9. Reports

- a. Staff

9.a.i. September Financial Report

Informational only item

- b. Mayor

- c. Trustees

The Trustees and the Mayor spoke about the Central Park project.

10. Adjournment

Motion by Trustee Sharp, **second** by Trustee Holcomb, to Adjourn All in Favor, **Motion carried.**

Introduced and Approved the 8th of November, 2023

ATTEST

Drew A. Peterson, Mayor

Kristi K. Bashor, CMC, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.b

Consent Agenda

Meeting Date: November 8, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Resolution 23-116: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DESIGNATING THE APRIL 2, 2024 REGULAR ELECTION AS MAIL BALLOT ELECTION AND AUTHORIZING THE TOWN CLERK TO APPOINT ELECTION JUDGES

RECOMMENDATION

SUMMARY

Resolution 23-116 designates the April 2, 2024, Regular Election as a Mail Ballot Election and authorizes the Town Clerk to conduct a mail ballot election as the Designated Election Official and to appoint election judges.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Resolution 23-116 Election 2024

RESOLUTION NO. 23-116

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, DESIGNATING THE APRIL 2, 2024,
REGULAR ELECTION A MAIL BALLOT ELECTION AND
AUTHORIZING THE TOWN CLERK TO APPOINT ELECTION JUDGES**

WHEREAS, in accordance with C.R.S. § 31-1-101(10) of the Colorado Municipal Election Code of 1965 the Town of Firestones (“Town”) next regular election will take place on Tuesday April 2, 2024; and

WHEREAS, pursuant to C.R.S. § 31-10-908, the Town’s Board of Trustees (“Board of Trustees”) is authorized to determine that the upcoming regular election shall be conducted by mail ballot; and

WHEREAS, pursuant to C.R.S. § 31-10-401 the Board of Trustees may by resolution delegate its authority and responsibility to appoint election judges to the Town Clerk.

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

Section 1. The Board of Trustees has determined that the Town’s regular election to be held on April 2, 2024, shall be by mail ballot for which the Town Clerk shall supervise the distribution, handling of ballots and the survey of returns and shall take all necessary steps to protect the confidentiality of ballots cast and the integrity of the election.

Section 2. The Board of Trustees hereby authorizes and directs the Town Clerk to conduct the mail ballot election pursuant to the procedures set forth in C.R.S. § 31-10-910.

Section 3. The Board of Trustees hereby delegates its authority and responsibility to appoint election judges to the Town Clerk.

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

TOWN OF FIRESTONE, COLORADO

Drew A. 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#: 5.c

Consent Agenda

Meeting Date: November 8, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Ordinance 1037: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING, CHAPTER 5.08 ALCOHOLIC BEVERAGES OF THE MUNICIPAL CODE OF THE TOWN OF FIRESTONE

RECOMMENDATION

Adoption of Ordinance 1037

SUMMARY

Ordinance 1037 repeals and reenacts Firestone Municipal Code, Chapter 5.08 - Alcoholic Beverages. This update corrects a statutory reference in Section 5.08.050(a) and ensures terminology and procedures are consistent with those set forth in the Colorado Liquor, Beer and Wine, and Special Events Liquor Permits Codes.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Ord1037 Alcoholic Beverages Ch 5.08 Amend

ORDINANCE NO. 1037

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, REPEALING AND REENACTING,
CHAPTER 5.08 ALCOHOLIC BEVERAGES OF THE MUNICIPAL
CODE OF THE TOWN OF FIRESTONE**

WHEREAS, the Board of Trustees desires to update the terminology and procedures in Chapter 5.08 to be consistent with those set forth in the Colorado Liquor, Beer and Wine and Special Events Liquor Permits Codes and to update other procedures in Chapter 5.08 pertaining to such matters as the duties of the town clerk, reporting of disturbances, optional premises permits and tastings.

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

Section 1. That Chapter 5.08, Alcoholic Beverages, of the Municipal Code of the Town of Firestone, Colorado, is hereby repealed in its entirety and reenacted to provide as follows:

CHAPTER 5.08 – ALCOHOLIC BEVERAGES

5.08.010. Definitions.

Those terms that are defined in the Colorado Liquor Code, the Colorado Beer and Wine Code, and the Colorado Special Event Liquor Permits Code (Articles 3, 4, and 5 of Title 44, C.R.S., respectively, as amended) shall have the same meaning when used in this chapter, unless the context otherwise requires.

For purposes of this chapter, the word “licensee” shall mean any person duly licensed to sell or manufacture alcohol beverages in the town, or any agent, owner, manager, or employee of such licensee. “Licensee” shall include the holder of a special event permit or any agent, owner, manager, or employee of such permit holder.

5.08.020. License Required; State Statutes.

(a) It shall be unlawful for any person to sell or manufacture alcohol beverages within the town without first obtaining a license or permit pursuant to this chapter or, for licenses other than those listed in section 44-3-309, C.R.S., without first obtaining a license from the state licensing authority.

(b) The Colorado General Assembly has declared that the licensing and regulation of the sale of fermented malt beverages and alcohol beverages is a matter of statewide concern. All licensing requirements and regulations specified in the Colorado Liquor Code, Colorado Beer and Wine Code, Colorado Special Event Liquor Permits Code (Articles 3, 4, and 5, of Title 44, C.R.S., as amended), and Colorado Code of Regulations (1 CCR. 203-2, as amended), shall be enforced in the local licensing process and shall control in the event that inconsistent requirements are set forth in this chapter.

5.08.030. Establishment of authority; duties and powers; delegation to town clerk.

(a) *Local licensing authority.* The local licensing authority (“authority”) shall have all powers and duties granted to local licensing authorities as set forth in Articles 3, 4, and 5, of Title 44, C.R.S., as amended. The authority shall have the duty and authority to grant or refuse licenses for the possession, sale, and offering for sale of alcohol beverages as provided by law, to conduct investigations as are required by law and to levy penalties against licensees in the manner provided by law.

(b) *Composition, appointment, removal, and compensation.* Subject to the delegation of authority to the town clerk set forth in subsection (g) below, the authority shall consist of a sole hearing officer who shall serve at the pleasure of the Board of Trustees. The hearing officer shall be appointed by the Board of Trustees by resolution and may be removed with or without cause by a majority vote of the Board of Trustees. The Board of Trustees shall establish compensation for the hearing officer. The Board of Trustees may, in its discretion, appoint an alternate hearing officer who may serve in the event that the appointed hearing officer is unavailable. The term “hearing officer” shall be synonymous with “local licensing authority” or “authority” as used throughout this chapter.

(c) *Qualifications of hearing officer.* The hearing officer shall be an individual over the age of 21 years and with sufficient knowledge and expertise to apply and enforce the Colorado Liquor Code, Colorado Beer and Wine Code, Colorado Special Event Liquor Permits Code (Articles 3, 4, and 5, of Title 44, C.R.S.), and applicable Colorado Code of Regulations (1 CCR. 203-2). The hearing officer shall not hold any other town office, appointment, or position, except that town board may appoint the municipal court judge as the hearing officer. Additionally, the hearing officer shall not have any financial or ownership interest, employment relationship, or contractual relationship with any applicant or holder of a local alcohol beverage license or local licensed establishment, or in the operation of any business located or operating in the town that holds a license pursuant to the Colorado Liquor Code or Colorado Beer and Wine Code.

(d) *Rules of procedure; conduct of hearings.* In conformity with applicable statutes and the municipal code, the authority shall have the power to adopt rules of procedure and regulations concerning the matters and hearings that come before it and the presentation of evidence at such hearings. All hearings before the authority shall be public and shall be conducted in accordance with the rules and regulations concerning the procedures for hearings adopted by the authority. In the conduct of any hearing, the authority shall have the power to administer oaths, issue subpoenas, decide discovery issues, regulate the course of the hearing, grant continuances, decide motions, and exclude incompetent or unduly repetitious testimony or evidence.

(e) *Subpoena power; violations.* The authority shall have the power to issue subpoenas to require the presence of persons and the production of documents, data compilations, and other evidence at any hearing before the authority. A subpoena shall be served in the same manner as a subpoena issued by a district court of the State of Colorado. It shall be unlawful for any person to fail to comply with any subpoena or order to produce documents, data compilations, or other evidence issued by the authority. The municipal court shall enforce the subpoenas of the authority and, upon good cause shown, shall enter orders compelling witnesses to attend and testify or produce documents, data compilations, or other evidence, and shall impose penalties or punishment for contempt in case of failure to comply with such orders.

(f) *Meetings.* The authority shall hold a regular meeting once each calendar month, unless

there is no business to conduct. The authority may unilaterally call special meetings upon and after consultation with the town clerk.

(g) *Delegation of authority to town clerk.* The town clerk is authorized to act as the local licensing authority for the following licensing and permitting functions under the Colorado Liquor Code, Colorado Beer and Wine Code, and Colorado Special Event Liquor Permits Code (Articles 3, 4, and 5, of Title 44, C.R.S., as amended):

Commented [MLM1]: Add transfer of ownership?

(1) Annual Colorado Liquor Code and Colorado Beer and Wine Code license renewals, provided that the licensee has not violated any provisions of the Colorado Liquor or Beer and Wine Codes or associated regulations during the preceding year.

(2) Changes in shareholders, officers, directors, or trade names of a licensee, provided that any investigation conducted by the town does not reveal information that may reasonably form the basis of a determination that the applicant is not qualified to hold the respective license.

(3) Changes in registered manager of a licensee, provided that any investigation conducted by the town does not reveal information that may reasonably form the basis of a determination that the proposed manager is not qualified to hold the position.

(4) The issuance of temporary permits pursuant to and in compliance with the provisions of section 44-3-303, C.R.S., as amended.

(5) For new alcohol beverage licenses or for changes of location of an alcohol beverage licensed establishment:

(i) Upon receipt by the town clerk of a complete application for a new license or for a change of location of a licensed establishment, the town clerk shall establish the boundaries of the neighborhood to be served by the proposed or relocated licensed establishment and shall set the date and time for the application's public hearing. The town clerk shall provide written notice to the applicant of the boundaries of the neighborhood and of the date and time of the public hearing.

(ii) If the applicant objects to the neighborhood boundaries set by the town clerk, the applicant shall file with the town clerk a written request that the local licensing authority establish the boundaries of the neighborhood. The applicant shall file such request not more than ten (10) days after the date of the town clerk's notice to the applicant of the boundaries of the neighborhood. At its next meeting, the local licensing authority shall set the boundaries of the neighborhood and shall reschedule the date for the application's public hearing.

(6) Processing, approval, denial, and renewal of tasting permits.

(7) Processing, and approval or disapproval, of applications for special event permits, issuance of approved special event permits, and reporting of issued special event permits to the State Liquor Enforcement Division, in accordance with Article 5 of Title 44, C.R.S., as amended.

(8) The town clerk may refer any licensing decision authorized under this subsection (g) to the authority if, in the clerk's discretion, the matter should be presented to the authority.

(h) *Town staff duties.*

(1) . In addition to the duties and authority set forth in subsection (g), the town clerk shall:

(i) Receive all license applications and issue those licenses granted by the local licensing authority upon receipt of such license fees as are required by law;

(ii) Attend all meetings of the local licensing authority and serve as the secretary of the authority;

(iii) Establish a calendar of regular meetings for the local licensing authority, which calendar may be modified by the authority;

(iv) Post and publish all required notices in conformance with Title 44, Articles 3, 4, and 5, C.R.S., as amended, and the regulations that may from time to time be adopted by the state licensing authority.

(2) *Town Prosecutor.* The town prosecutor shall represent the town at hearings to show cause and at hearings on applications or renewals that are contested by the town and shall present matters into evidence before the authority. The prosecutor shall also represent the town and the authority in the event of an appeal of any decision of the authority.

5.08.040. Applications; application fees.

All applicants shall pay an application fee in an amount as set forth in the Colorado Liquor Code (C.R.S. §§ 44-3-101 *et seq.*), Colorado Beer and Wine Code (C.R.S. §§ 44-4-101 *et seq.*), or Colorado Special Event Liquor Permit Code (C.R.S. §§ 44-5-101 *et seq.*), or as determined by resolution of the Board of Trustees. The town clerk may reject an application if it is incomplete.

5.08.050. Prohibited acts; reporting of disturbances required.

(a) *Definitions.* As used within this section the following words shall mean:

Assault, criminal mischief, disorderly conduct, harassment, menacing, reckless endangerment and trespass as defined in title 9 of the municipal code.

Licensed premises includes a "licensed premises" as defined in section 44-3-103(24), C.R.S., an "alternating proprietor licensed premises" as defined in section 44-3-103(3), C.R.S., or the specific location for which a special event permit has been issued under article 5 of Title 44, C.R.S.

(b) *Prohibited acts.*

(i) It shall be unlawful for any licensee or permit holder or any agent, owner, manager, or employee thereof to permit the occurrence of any of the offenses set forth within subsection (a) of this section, or to permit any other disturbance or unlawful or disorderly act or

conduct to be committed by any person or group of persons upon the licensed premises.

(ii) It shall be unlawful for a licensee or permit holder or any agent, owner, manager, or employee thereof, in any manner to encourage or participate in the occurrence of any of the offenses set forth within subsection (a) of this section, or to permit any other disturbance or unlawful or disorderly act or conduct upon the licensed premises; provided, however, that such licensee or permit holder may use such lawful means as may be proper to protect person or property from damage or injury.

(c) *Reporting required.* It shall be unlawful for any licensee or permit holder or any agent, owner, manager, or employee thereof to fail to immediately report to the Firestone Police Department the occurrence of any of the offenses set forth within subsections (a) or (b) of this section, which take place within or upon the licensed premises.

(d) *Prosecution.* It shall not be a defense to the prosecution of a licensee or permit holder for a violation of subsection (c) of this section that such person was not upon the licensed premises at the time of such disturbance.

(e) *Posting required.* Each licensee or permit holder shall post and keep at all times visible to the public, in a conspicuous place on the premises, a sign to be obtained from the town clerk's office. Such sign shall contain the following language:

WARNING
THE TOWN OF FIRESTONE POLICE DEPARTMENT MUST BE NOTIFIED OF ALL
DISTURBANCES, INCLUDING ASSAULT, CRIMINAL MISCHIEF, DISORDERLY
CONDUCT, HARASSMENT, RECKLESS ENDANGERMENT, TRESPASS, OR ANY
OTHER UNLAWFUL/CRIMINAL ACTIVITIES THAT TAKE PLACE
WITHIN OR UPON THE LICENSED PREMISES.

(f) *Failure to comply.* The local licensing authority may consider a person's failure to comply with the requirements of this section in any action by the authority relating to the issuance, non-renewal, suspension, revocation, or cancellation of any license, temporary permit, or permit.

5.08.060. Condition of license approval.

Compliance with all applicable provisions of this chapter shall be a condition of each license approved by the authority, for the sale of alcohol beverages.

5.08.070. Distance restrictions for hotel and restaurant licenses.

All distance restrictions in section 44-3-313, C.R.S., for hotel and restaurant licenses are abolished and, therefore, an application for same shall be received and acted upon if the building in which the alcohol beverages are to be sold is located within five hundred (500) feet of a public or parochial school or the principal campus of any college, university, or seminary. If the authority grants a hotel and restaurant license located less than five hundred (500) feet from any public or parochial school, or the principal campus of any college, university, or seminary, the authority may impose conditions including, but not limited to, approval by the authority of an acceptable traffic plan; and such other reasonable restrictions or conditions as the authority, in its discretion, may impose to protect any school children or college, university, or seminary students

from the close presence of a alcohol beverage licensed establishment.

5.08.080. Fines in lieu of license suspension.

(a) Prior to the operative date of any suspension, a licensee may petition the local licensing authority for permission to pay a fine in lieu of having the license suspended whenever the local licensing authority issues a final decision suspending a licensee's license for fourteen (14) days or less.

(b) The local licensing authority may stay the proposed suspension, cause any investigation to be made which it deems desirable and may, in its sole discretion, grant the petition if it is satisfied:

(1) That the public welfare and morals would not be impaired by permitting the licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes;

(2) That the books and records of the licensee are kept in such a manner that the loss of sales of alcohol beverages that the licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy therefrom; and

(3) That the licensee has not had their license suspended or revoked or had any suspension stayed by payment of a fine during the two (2) years immediately preceding the date of the motion or complaint that resulted in a final decision to suspend the license.

(c) The fine accepted shall equal twenty (20) percent of the licensee's estimated gross revenues from the sales of alcoholic beverages during the period of the proposed suspension, provided, however that such fine shall not be less than two hundred dollars (\$200.00) nor more than five thousand dollars (\$5,000.00). Payment shall be in the form of cash, certified check, or cashier's check.

(d) Upon payment of any fine, the local licensing authority shall enter its further order permanently staying the imposition of the suspension. Any money collected under this section shall be paid into the general fund.

(e) Any stay granted under this section is limited to such stay as is necessary for the local licensing authority to complete its investigation and make its findings and, if it makes such findings, to the granting of an order permanently staying the imposition of the entire suspension or that portion of the suspension not otherwise conditionally stayed.

(f) If the local licensing authority does not make the findings required in subsection (b) of this section and does not order the suspension permanently stayed, the suspension shall go into effect on the date finally set by the local licensing authority.

5.08.090. Optional premises license.

(a) An annually renewable optional premises license for the sale or service of alcohol beverages may be issued by the local licensing authority for any outdoor sports and recreational facility which charges a fee for the use of such facility so long as such facility is located on or adjacent to an existing or new hotel and restaurant licensed premises. Any optional premises

license issued shall permit the licensee to sell or serve alcohol beverages only on the optional premises specified in the license.

(b) Except for the issuance of a special event permit pursuant to the Colorado Special Event Liquor Permits Code (Article 5 of Title 44, C.R.S., as amended), it shall be unlawful for any person to sell or dispense alcohol beverages at an outdoor sports and recreational facility without having first obtained a valid optional premises license to do so as provided by this section, or in violation of any provision, restriction or limitation of the license if one has been issued.

(c) The types of outdoor sports and recreational facilities which may be considered for an optional premises license include but are not limited to the following:

- (1) Country club.
- (2) Golf courses and driving ranges.

(d) *Number of optional premises.* There are no restrictions on the number of optional premises which any one licensee may have on their outdoor sports or recreational facility. However, any applicant requesting approval of more than one optional premises shall demonstrate the need for each optional premise in relationship to the outdoor sports or recreational facility and its guests.

(e) *Submittal requirements.* When submitting a request for the approval of an optional premises, an applicant shall also submit the following information:

- (1) A map or other drawing illustrating the outdoor sports recreational facility boundaries and the approximate location of each optional premises requested.
- (2) A legal description of the approximate area within which the optional premises shall be located.
- (3) A description of the method which shall be used to identify the boundaries of the optional premises when it is in use.
- (4) A description of the provisions which have been made for storing alcohol beverages in a secured area on or off the optional premises for future use on the optional premises.

(f) An application for a new hotel and restaurant license with optional premises shall be processed in the same manner as any other hotel and restaurant license application. If an application to use optional premises is filed in connection with an existing hotel and restaurant license, then the application shall be processed in the same manner as an application to modify or expand licensed premises. No fee shall be required in connection with an application for an optional premises license relating to an existing hotel and restaurant license.

(g) No alcohol beverages may be served on the optional premises until the licensee has provided written notice to the state and local licensing authority forty-eight (48) hours prior to serving alcohol beverages on the optional premises. Such notice must contain the specific days

and hours on which the optional premises are to be used. In this regard, there is no limitation on the number of days which a license may specify in each notice.

(h) In addition to or in lieu of any enforcement actions which the local licensing authority takes against the adjacent hotel and restaurant license for violations of the municipal code or the Colorado Liquor Code and regulations adopted pursuant thereto, the local licensing authority may decline to renew the optional premises license for good cause shown, subject to judicial review. In addition, the local licensing authority may suspend or revoke the optional premises license in accordance with the procedures specified in the Colorado Liquor Code (Article 3 of Title 44, C.R.S., as amended) and Colorado Liquor Rules (1 CCR 203-2, as amended).

(i) This section shall be considered in addition to the Colorado Liquor Code (Article 3 of Title 44, C.R.S., as amended) regarding the issuance of licenses under the same for optional premises licenses.

5.08.100. Tastings.

(a) *Definitions.* As used in this section, unless the context clearly requires otherwise, the following word and term shall have the meaning set forth in this section:

Tastings means the sampling of malt, vinous, or spirituous liquors that may occur on the premises of a retail liquor store licensee, liquor licensed drugstore licensee or fermented malt beverage and wine retailer licensee by adult patrons of the licensee pursuant to the provisions of this section.

(b) *Permitting in general.*

(1) The town hereby authorizes tastings to be conducted by retail liquor store, liquor licensed drugstore, fermented malt beverage and wine retailer licensees in accordance with this section and pursuant to C.R.S. § 44-3-301, as amended. Within the town, it is unlawful for any person or licensee to conduct tastings unless a permit has been obtained in accordance with this section. The town clerk is authorized to issue tasting permits in accordance with the requirements of this section.

(2) A retail liquor store, liquor licensed drugstore, fermented malt beverage and wine retailer licensee that desires to conduct tastings shall submit an application for annual tastings permit to the town clerk. All applicants shall pay an application and application renewal fee in an amount determined by resolution of town board. The town clerk may reject the application if the applicant fails to establish that the licensee is able to conduct tastings without violating the provisions of this section or creating a public safety risk to the neighborhood.

(3) Tastings shall be subject to the following limitations:

(i) Tastings shall be conducted only by a person who has completed a server training program that meets the standards established by the liquor enforcement division of the Colorado Department of Revenue and who is either a retail liquor store licensee or a liquor licensed drugstore licensee, or fermented malt beverage and wine retailer licensee an employee of a retail liquor store, liquor-licensed drugstore or fermented malt beverage and wine retailer licensee, or a representative, employee, or agent of the

licensed wholesaler, brew pub, distillery pub, manufacturer, limited winery, importer, or vintner's restaurant promoting the alcohol beverages for the tasting, and only on a licensee's licensed premises.

(ii) The alcohol used in tastings shall be purchased through a licensed wholesaler, licensed brew pub, or winery licensed pursuant to C.R.S. § 44-3-403, at a cost that is not less than the laid-in cost of such alcohol.

(iii) The size of an individual alcohol sample shall not exceed one (1) ounce of malt or vinous liquor or one-half (½) of one (1) ounce of spirituous liquor.

(iv) Tastings shall not exceed a total of five (5) hours in duration per day, which need not be consecutive.

(v) Tastings shall be conducted only during the operating hours in which the licensee on whose premises the tastings occur is permitted to sell alcohol beverages, and in no case earlier than 11:00 a.m. or later than 9:00 p.m.

(vi) The licensee shall prohibit patrons from leaving the licensed premises with an unconsumed sample.

(vii) The licensee shall promptly remove all open and unconsumed alcohol beverage samples from the licensed premises destroy the samples immediately following the completion of the tasting, or it may store any open containers of unconsumed alcohol beverages in a secure area outside the sales area of the licensed premises for use at a tasting conducted at a later time or date.

(viii) The licensee shall not serve a person who is under twenty-one (21) years of age or who is visibly intoxicated.

(ix) The licensee shall not serve more than four (4) individual samples to a patron during a tasting.

(x) Alcohol samples shall be in open containers and shall be provided to a patron free of charge.

(xi) The licensee may conduct tastings on no more than one hundred fifty-six (156) days per year.

(xii) No manufacturer of spirituous or vinous liquors shall induce a licensee through free goods or financial or in-kind assistance to favor the manufacturer's products being sampled at a tasting. The retail liquor store, liquor-licensed drugstore or fermented malt beverage and wine retailer licensee bears the financial and all other responsibility for a tasting conducted on its licensed premises.

(xiii) The applicant for a tastings permit shall certify on the application that all persons serving alcohol at tastings have completed a server training program that meets the standards established by the liquor enforcement division of the Colorado Department

of Revenue. The applicant for a tastings permit shall state on the application the days and times that tastings will occur.

(4) The town recommends that permittees, without charge to their patrons, have available for consumption sandwiches and light snacks for all patrons who are served samples.

(5) A violation of a limitation specified in this section by a retail liquor store, liquor licensed drugstore licensee, or fermented malt beverage and wine retailer licensee, whether by the licensee's employees, agents, or otherwise, or by a representative, employee, or agent of the licensed wholesaler, brew pub, distillery pub, manufacturer, limited winery, importer, or vintner's restaurant that promoted the alcohol beverages for the tasting, shall be the responsibility of, and section 44-3-801, C.R.S., as amended, applies to, the retail liquor store, fermented malt and beverage and wine retailer licensee or liquor licensed drugstore licensee that conducted the tasting.

(6) A retail liquor store licensee, liquor licensed drugstore licensee or fermented malt beverage and wine retailer licensee conducting a tasting shall be subject to the same revocation, suspension, and enforcement provisions as otherwise apply to the licensee and are imposed by the local licensing authority.

Section 2. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN
FULL this ___th day of _____, 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

CVPRD 2023

Q4 Update





Supporting Community

- New Community Center
- Collaboration and Cooperation to enhance community well-being
- Proactive Growth Planning
- 2024 Election Possibilities



Introduction to the District

Established in 1983, Carbon Valley Parks and Recreation District is a special district covering roughly 45 square miles including Dacono, Firestone, and Frederick as well as surrounding rural areas. Through the management of three facilities, the District offers a variety of recreational programming.



CARBON VALLEY
PARKS & RECREATION DISTRICT



CVPRD FACILITIES:



Carbon Valley Recreation Center

50,000 square foot facility featuring:

- Aquatics area with a 25 yard, six-lane lap pool, an activity pool with logs, a lazy river, an 18-foot water slide, kid's splash pool, steam room, and hot tub
- Fitness studio with a variety of class formats
- Gymnasium and walking track
- Weight rooms, cardio room and outdoor fitness area
- Multi-purpose rooms for meetings, parties, classes and events
- Racquetball court
- Kidzone daycare area with playground

Carbon Valley Gymnastic Center

- square feet with full-size competition floor
- In-ground tumble track (trampoline) leading into a large foam pit
- Cargo net
- A large variety of preschool equipment
- Equipment for boys and girls gymnastics programs

Carbon Valley Community Center

- 4,000 square foot remodelled facility
- Fitness classes for 55 and up
- Senior library with a diverse selection of books and puzzles
- Lounge, catering kitchen, and computer station
- Daily activities including games, lunches, wellness checks, and much more.
- Active Programming and rental space

CVPRD History



1983

Carbon Valley District created to serve Frederick, Firestone, and Dacono communities.

1987

Original Recreation Center built with ½ gym, small pool, and fitness area.

2004

Recreation Center built with full court gym, pool, slide, lazy river, steam room, racketball courts, and work out areas.

2021

Post COVID recovery with award winning outdoor work out area, renovated pool area and expanded wellness/fitness areas. Still in need of additional space.





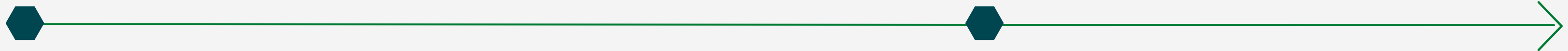
What's Next for Our Growing Community?

Present

Carbon Valley District Collaborating with Dacono, Frederick and Firestone to improve recreational access and community engagement with current facilities and services.

The Future...

Facilities and programming expansion to enhance life, encourage play and engage community fully in our mission to serve the Carbon Valley within a rapidly growing population and need.



What's Next for Our Growing Community?



When the Carbon Valley Parks and Recreation District was formed the entire population of the Carbon Valley was **4,380**. Now, 40 years later the population has skyrocketed to **over 46,000 district wide**.

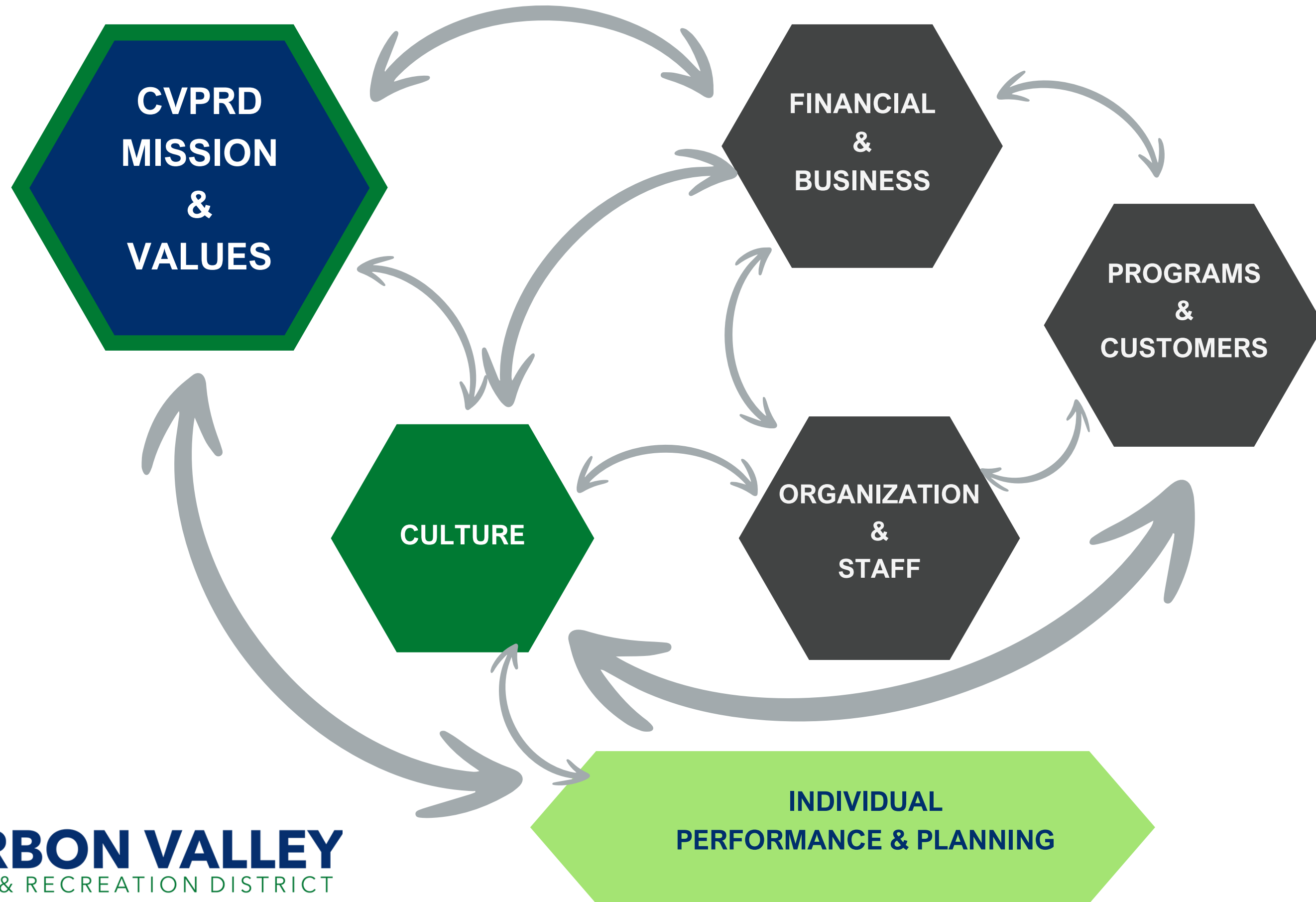
Frederick, Firestone and Dacono Snapshot:

		
Population	Median Age	Households
Frederick: 17,158	Frederick: 35.4	Frederick: 4,716
Firestone: 18,314	Firestone: 34.9	Firestone: 5,143
Dacono: 6,488	Dacono: 31.4	Dacono: 2,043

2023-2024 PRIORITIES

- Improving overall communications and awareness
- Adding, expanding, or improving existing services
- Transforming Firestone's old Town Hall
- Remodeling of recreation center front entry and lobby
- Ensuring maximum benefit to residents of the District
- Maintaining existing District facilities while ensuring quality
- Engaging feasibility Study on Rec District future possibilities
- Focusing on staff development, retention and culture
- Internally Strong, Externally Focused!







Celebrating 40 Years of Service

In 2023 Carbon Valley proudly celebrated 40 years of serving Dacono, Firestone, Frederick and the entire Carbon Valley Community!





Stewardship in Action

We are working to improve our current facility, make it more safe, more accessible to the public and also to expand our programs and services to the community with the renovation of the old Firestone Town Hall into a Community Center!





A New Center in Our Community

CVPRD is in the process of remodeling the old Firestone Town Hall to be our new Community and Senior Center, with a multipurpose activity space, a craft room, a catering kitchen, offices and meeting rooms that will open in January of 2024.



Potential Places to Expand CVPRD

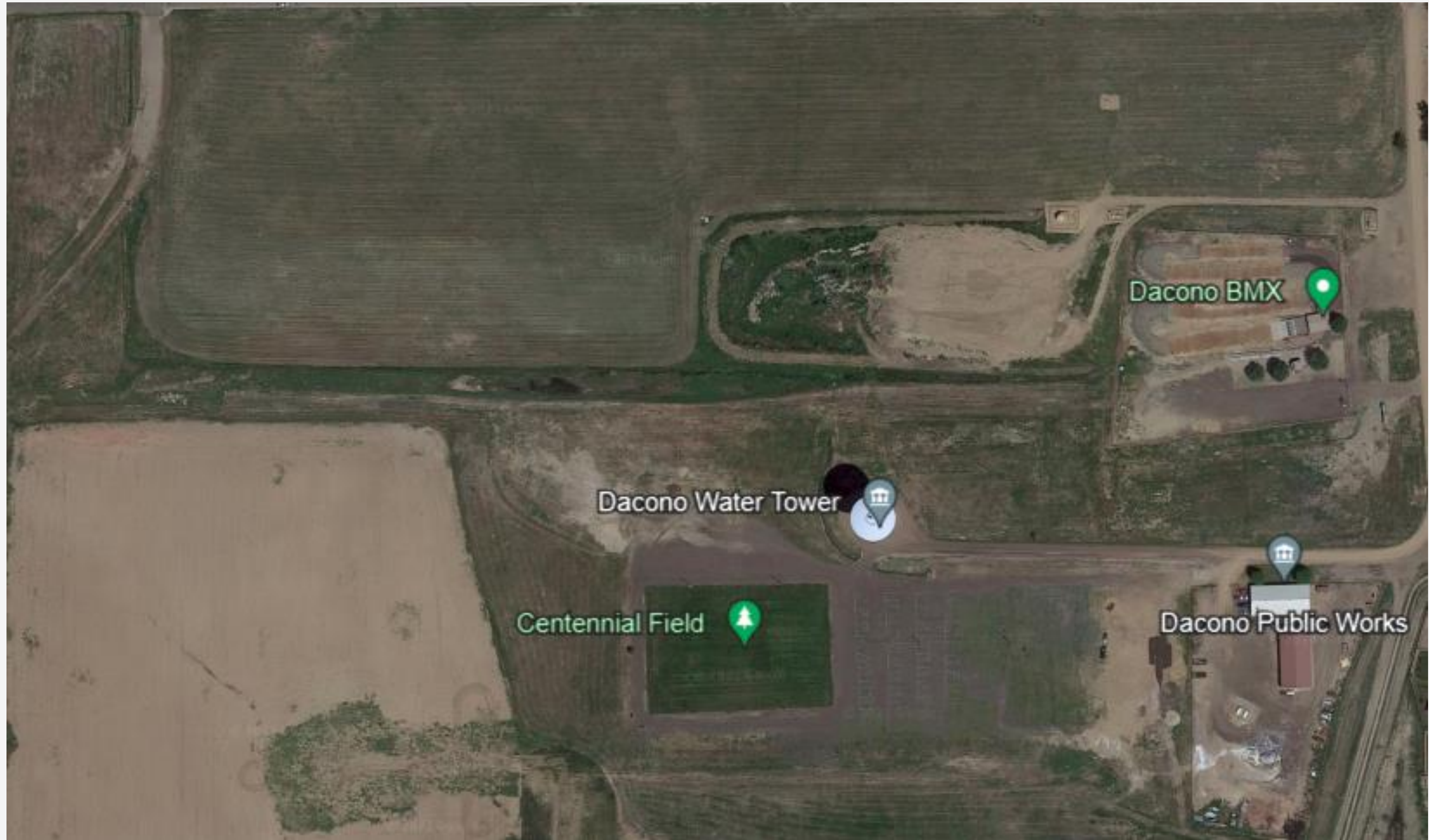


Three Sites, one in each town, that are potential land for expansion:

- **Dacono Centennial Field Area**
- **Frederick Recreation Area**
- **Firestone Central Park**



Dacono:



Firestone:



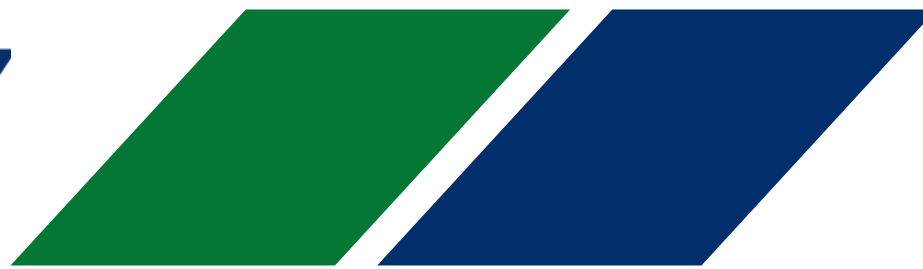
Frederick:



Future Questions

Focusing on community collaboration and possible next steps.

- Is Firestone actively looking to bring the YMCA here?
- If yes, what does this mean?
- Is Firestone committed to staying in the District?
- Is Firestone central park still an option for the build of a new facility, if the District attempts another election?
- Will the trustees and mayor of Firestone support our efforts in the 2024 election, if our board decides to move forward?



**“WE ARE BETTER AND STRONGER
TOGETHER...”**



**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.a

Land Development

Meeting Date: November 8, 2023

Initiated By: Pam Howard

Dept: Planning & Development

AGENDA TITLE

Public Hearing: Resolution 23-117: A RESOLUTION OF BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SPECIAL REVIEW USE APPLICATION TO OPERATE COBBLESTONE CARWASH FACILITIES ON REAL PROPERTY LOCATED ON LOT 2, FIRELIGHT PARK, IN SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., WITHIN THE TOWN OF FIRESTONE AND AN ACCOMPANYING SITE PLAN PERTAINING THERETO

RECOMMENDATION

Town staff recommends the Board of Trustees approve Resolution 23-117, a resolution approving the Special Review Use and Final Development Plan applications with the following conditions:

1. All minor, technical corrections to SRU-23-007, FDP-22-045, and Special Review Use/Final Development Plan application materials shall be made to the Town's satisfaction.
2. The materials labeled as CMU-2 and CMU-4 on the elevations be changed to a non-smooth-face finish.
3. Prior to the commencement of any work within Town limits, the Applicant, including contractors and sub-contractors, shall obtain from the Town necessary contractor's licenses.
4. Prior to the commencement of any site work, the Applicant shall obtain from the Town all necessary permits, including but not limited to, stormwater, access, overweight vehicle, and building permits.

SUMMARY

The proposed development of a 4,972 SF carwash facility consists of a single tunnel that is approximately 140' in length with twenty-three (23) outdoor vacuum stalls two (2) ADA parking spaces. The building will include a small office area and an equipment room. The drive-through will consist of three (3) point-of-sale kiosks with the associated lanes stacking approximately six (6) cars each. After exiting the point-of-sale kiosks, the cars merge into a single lane, with space for approximately 10 cars leading to the tunnel entrance.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

On October 26, 2011, the Board of Trustees approved the Turner Commons Outline Development Plan via Ordinance 788, which included the northern portion of this property. An amendment to the Outline Development Plan was approved on January 13, 2021, via Ordinance 989. The Final Plat was approved by the Board of Trustees on April 14, 2021, via Resolution 21-44, and was recorded on October 19, 2021.

ATTACHMENTS

1. Staff Report
2. Resolution 23-117
3. Final Development Plan
4. Resolution PC-23-09



Staff Report

**Lot 2, Turner Commons Subdivision
Cobblestone Car Wash**

**Special Review Use
and
Final Development Plan**

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

November 8, 2023

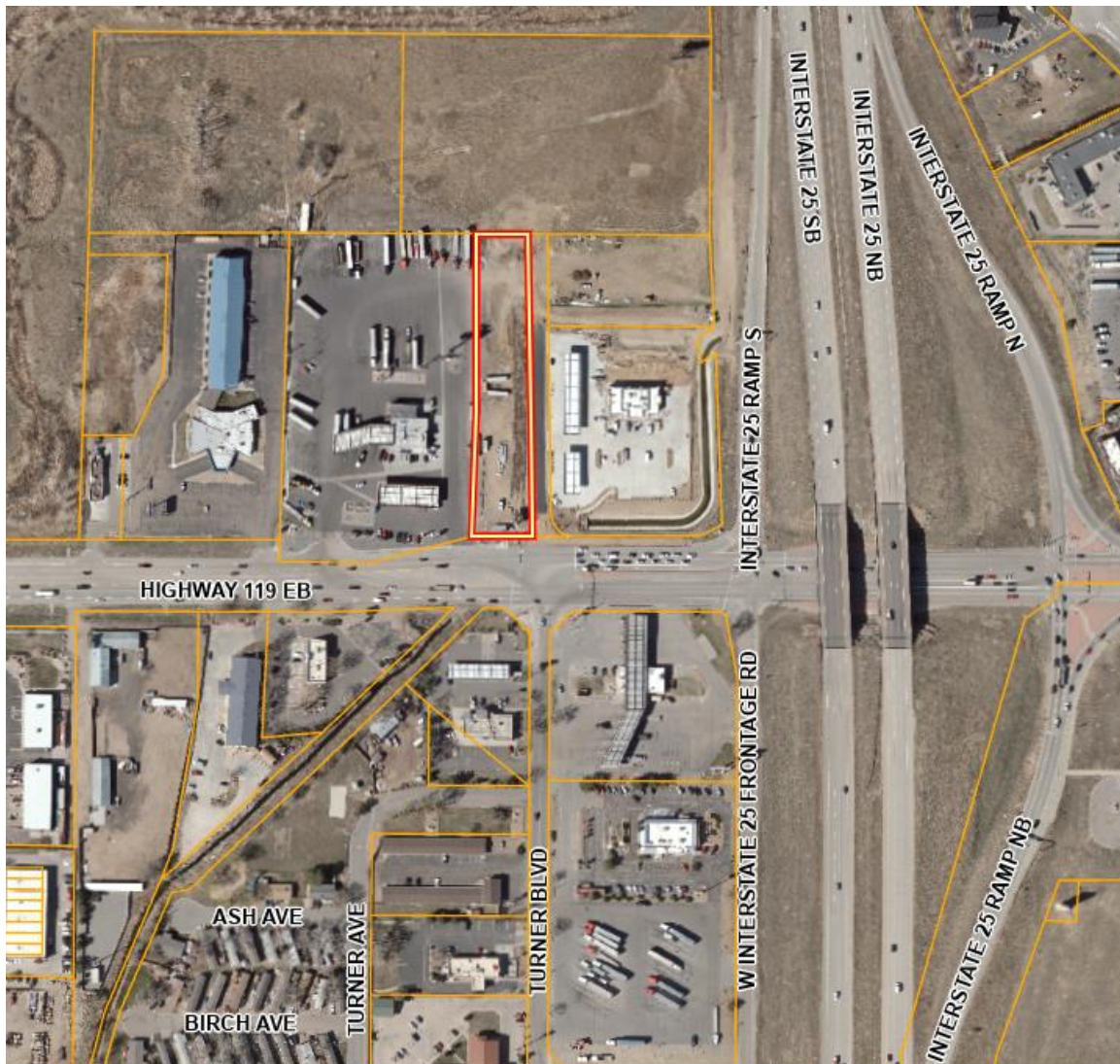
GENERAL INFORMATION

Purpose: This staff report is for the Lot 2, Turner Commons Subdivision, Special Review Use, and Final Development Plan applications proposing to build a Cobblestone Carwash facility within the Town.

Applicant: Cobblestone Car Wash
8900 Bahia St.
Scottsdale, AZ 85260

Property Owner: QuikTrip Corporation
12000 Washington St., Ste. 175
Thornton, CO 80241

Location: 3907 Highway 119
Northwest corner of Highway 119 & Turner Blvd



Existing Conditions:

Existing Zoning: RC (Regional Commercial)
Existing Use: Vacant land

**Adjacent Land Use/Zoning:**

	ZONING	LAND USE
NORTH	Weld County C-3 (Business Commercial)	Vacant
SOUTH	Weld County C-3 (Business Commercial)	Commercial (Gas Station)
EAST	RC (Regional Commercial)	Commercial (Gas Station)
WEST	Weld County C-3 (Business Commercial)	Commercial (Truck Stop)

Town of Firestone Special Review Use Approval Process:

Section 16.7.11 Special Review Use provides a discretionary approval process for Special Review Uses, which have unique or widely varying operating characteristics or unusual development features. The procedure encourages public review and evaluation of the uses' operating characteristics and site development features and is intended to ensure that the proposed Special Review Use will not have a significant adverse impact on surrounding uses or on the community at large. This review process is intended to assure the community that such uses will be compatible with their locations and surrounding land uses and will further the purposes of this FDC.

The proposed development of a 4,972 SF carwash facility consists of a single tunnel that is approximately 140' in length with twenty-three (23) outdoor vacuum stalls two (2) ADA parking spaces. The building will include a small office area and an equipment room. The drive-through will consist of three (3) point-of-sale kiosks with the associated lanes stacking approximately six (6) cars each. After exiting the point-of-sale kiosks, the cars merge into a single lane, with space for approximately 10 cars leading to the tunnel entrance. The landscaping proposed will provide screening and visual appeal from public streets. A 5' sidewalk is provided along the eastern property line, tying into the existing sidewalk along Highway 119. Landscaping is provided throughout the site, exceeding the 15% landscape area requirement of the FDC. Building architecture integrates various colors of CMU block, stucco, and metal panel and includes tower elements as end caps for horizontal and vertical visual relief.

Access to the subject property is provided via an existing private drive located on Tract A, that was partially constructed with QuikTrip, and will be extended to the northern boundary of this property as a part of this development. This drive could be extended further north as future development occurs.

APPROVAL CRITERIA AND STAFF ANALYSIS

Special Review Use Approval Criteria and Staff Analysis:

The Special Review Use application for the Cobblestone Car Wash facility was reviewed for compliance with the Approval Criteria from Section 16.7.11 of the FDC. Staff makes the following findings.

- A. The proposed use is generally consistent with the Town's Comprehensive Master Plan and all applicable provisions of this FDC and applicable State and Federal regulations;

Staff: *Per the 2013 Firestone Master Plan Map, the subject site has a land use recommendation of Commercial/Office. The existing zoning is Regional Commercial RC, which allows for regionally oriented large retail and service commercial uses, and highway-oriented commercial uses. The application meets the provisions of the FDC and all applicable State and Federal Regulations.*

- B. The proposed use is generally consistent with the purpose and intent of the zoning district in which it is located;

Staff: *The proposed use is consistent with the purpose and intent of the Regional Commercial (RC) zoning district, in which the proposed car wash is located. The FDC describes the RC district as an area for a variety of regionally oriented large retail and service commercial uses, and highway-oriented commercial uses such as shopping centers, big-box retail, gas stations, restaurants, hotels, and similar and associated land uses. The proposed car wash use is consistent with the intent of the RC zoning district in that it will provide a service to the region as a whole, as an automobile type use, capturing the commerce along Highway 119 to the south.*

- C. The proposed use is generally consistent with any applicable use-specific standards set forth in Section 3.2;

Staff: *A car wash use under the FDC requires additional Use-Specific Standards per Section 16.3.2.C.7.b, Car Wash Bays and Vehicle Repair Bays. Specifically, the following are required:*

- i. To the maximum extent reasonably practicable, the entrance/exit to a car wash bay or vehicle repair bay shall not be oriented to a street frontage.

Staff: *The shape of this lot makes it impracticable for the car wash to be oriented away from Highway 119. Having the exit to the car wash tunnel face Highway 119 is preferred to having the entrance facing this road because of the vehicle stacking leading to the entrance.*

- ii. Notwithstanding the general setback requirements in Chapter 4, a twenty (20) foot landscaped area is required between the vehicle service areas, bays, or canopies and any adjacent street. Such area shall be landscaped with a mixture of groundcover, shrubs, trees, and other plants in accordance with Subsection 16.6.4 to screen the automotive wash, repair, or maintenance facility from view from adjacent streets.

Staff: *A 30' landscape buffer is being provided between the proposed use and the public street, Highway 119.*

- iii. Vehicle wash or service bays facing adjacent residential properties shall be adequately screened by a wall, fence, and/or landscaping of at least six (6') feet in height.

Staff: *The subject property does not abut residential land uses.*

- iv. Outdoor vacuuming facilities may be outside, but not in the front setback nor adjacent to any residential district without adequate visual and sound mitigation.

Staff: *Although the subject property technically has two fronts, one is a private drive within an easement. The vacuuming facilities face this drive, which is screened via landscaped buffer areas. We do not see any adverse impact of this placement, as the property to the east is another auto-oriented use and is directly adjacent to I-25.*

- D. The proposed use is compatible with adjacent uses in terms of scale, site design, and operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts);

Staff: *The immediately adjacent uses, on both sides of Highway 119, are auto-oriented land uses. As such, they have similar impacts on each other as they relate to traffic generation, air, noise, and odor.*

- E. Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent reasonably practicable;

Staff: *There are no adverse impacts anticipated with the proposed car wash facility.*

- F. Facilities and services (including sewage and waste disposal, water, gas, election, police and fire protection, and streets and transportation, as applicable) will be available to serve the subject property while maintaining adequate levels of service for existing development;

Staff: *Left Hand Water District will provide public water to the proposed carwash facility, while St. Vrain Sanitation District will provide public sanitary sewer services to the project. The subject property is within the Frederick Firestone Fire District for fire protection services. Other dry utility services are adjacent to or within proximity of the subject property which will provide services.*

- G. Adequate assurances of continuing maintenance have been provided; and

Staff: *The applicant assures that the site will have on-site staff while in operation to monitor maintenance and pick up any debris.*

- H. Any significant adverse impacts on the natural environment will be mitigated to the maximum extent reasonably practicable.

Staff: *There are no adverse impacts to the natural environment anticipated with the proposed development.*

Final Development Plan Approval Criteria and Staff Analysis:

The Final Development Plan application for Lot 2, Turner Commons, Cobblestone Car Wash was reviewed for compliance with the Approval Criteria from Section 16.7.10 of the FDC. Staff makes the following findings.

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

Staff: *Per the 2013 Firestone Master Plan, the subject site has a land use recommendation of Commercial/office. The existing zone district of RC allows for regional-scaled commercial land uses, of which the proposed car wash facility would be classified.*

- B. The Final Development Plan is generally consistent with any previously approved subdivision plat, planned development, or any other precedent plan or land use approval as applicable;

Staff: *The previously approved Turner Commons Subdivision Plat created the subject lot for the proposed car wash facility.*

- C. No buildings or structures infringe on any easements to impact the full use of the easement;

Staff: *Buildings or structures proposed on the FDP do not infringe on any easements.*

- D. The Final Development Plan complies with all applicable development and design standards set forth in this FDC;

Staff: *The FDP is consistent with applicable development and design standards set forth in Section 16.6.8(C) of the FDC.*

- E. Any significant adverse impacts reasonably anticipated to result from the use will be mitigated or offset to the maximum extent reasonably practicable; and

Staff: *The building and the related accessory uses are situated so that the vacuum bays are along the east side of the building, facing away from CO 119 to the south and screened from the private drive via landscaping. The landscaping along Highway 119 will screen the tunnel exit from view. Any adverse impacts associated with the proposed use will be mitigated by the on-site landscaping.*

- F. The development proposed on the Final Development Plan and its general location is or will be compatible with the character of surrounding land uses.

Staff: *The immediately adjacent uses, on both sides of Highway 119, are auto-oriented land uses, which are similar in character to the proposed use.*

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call:	October 18, 2023
Property Posted:	October 17, 2023
Letters to Adjacent Property Owners:	October 16, 2023

PLANNING AND ZONING COMMISSION RECOMMENDATION

After conducting a Public Hearing on November 2, 2023, the Planning Zoning Commission rendered a decision recommending approval of the Special Review Use and Final Development Plan applications as more fully set forth in Resolution PC-23-09.

RECOMMENDATIONS

Town staff recommends Board of Trustees approve Resolution 23-117, a resolution approving the Special Review Use and Final Development Plan applications with the following conditions:

- a. All minor, technical corrections to SRU-23-007, FDP-22-045, and Special Review Use/Final Development Plan application materials shall be made to the Town's satisfaction.
- b. The materials labeled as CMU-2 and CMU-4 on the elevations be changed to a non-smooth-face finish.
- c. Prior to the commencement of any work within Town limits, the Applicant, including contractors and sub-contractors, shall obtain from the Town necessary contractor's licenses.
- d. Prior to the commencement of any site work, the Applicant shall obtain from the Town all necessary permits, including but not limited to, stormwater, access, overweight vehicle, and building permits.

RESOLUTION NO. 23-117

A RESOLUTION OF BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SPECIAL REVIEW USE APPLICATION TO OPERATE COBBLESTONE CARWASH FACILITIES ON REAL PROPERTY LOCATED ON LOT 2, FIRELIGHT PARK, IN SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., WITHIN THE TOWN OF FIRESTONE AND AN ACCOMPANYING SITE PLAN PERTAINING THERETO

WHEREAS, Cobblestone Car Wash (“Applicant”), on behalf of QuikTrip Corporation, who is the owner of certain real property located in the Town of Firestone, having a legal description of Lot 2, Turner Commons, located in the Southeast Quarter of Section 3, Township 2 North, Range 68 West of the 6th P.M. (“Property”), has submitted an application for Special Review Use to construct and operate a new car wash, including 4,972 SF building and associated vacuums and parking, to be known as the “Cobblestone Car Wash” on the Property, and an accompanying Final Development Plan application in connection with such proposed Special Review Use (collectively, the “Application”); and

WHEREAS, the Firestone Planning and Zoning Commission after conducting a public hearing on the Application on November 2, 2023, rendered a decision recommending approval of the Special Review Use and Final Development Plan with conditions set forth in PC-23-09, dated November 2, 2023; and

WHEREAS, after reviewing the record of the Planning and Zoning Commission public hearing, and after considering the testimony, evidence and argument presented at the Board of Trustees public hearing, the Board of Trustees finds and determines that the proposed Special Review Use and Final Development Plan are in substantial conformance with the technical requirements of the Firestone Development Code, and that the proposed Final Development Plan meets the applicable requirements and standards set forth in the Firestone Municipal Code and Firestone Development Code.

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

Section 1. The Board of Trustees acknowledges the Planning and Zoning Commission’s findings of fact in this case, as detailed in Resolution PC-23-09.

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

Section 3. The Board of Trustees hereby approves the Special Review Use and Final Development Plan, attached hereto as Exhibit A and incorporated herein by this reference, which is subject to the following conditions:

- a. All minor, technical corrections to the Facility Special Review Use/Final Development Plan application materials shall be made to the Town’s satisfaction.
- b. The materials labeled as CMU-2 and CMU-4 on the elevations be changed to a

non-smooth-face finish.

- c. Prior to the commencement of any work within Town limits, the Applicant, including contractors and sub-contractors, shall obtain from the Town all necessary contractor's licenses.
- d. Prior to the commencement of any site work, the Applicant shall obtain from the Town all necessary permits, including but not limited to, stormwater, access, overweight vehicle, and building permits, and shall pay all required fees in connection therewith.

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

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Kristi Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Final Development Plan

FINAL DEVELOPMENT PLAN
COBBLESTONE FIRESTONE
LOT 2, TURNER COMMONS FILING NO 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
FDP-22-045

DEVELOPER

COBBLESTONE CAR WASH
8900 E BAHIA DR.
SCOTTSDALE AZ, 85260
(602) 919-1216
MICHAEL MOSHARRAFA
M.MOSHARRAFA@COBBLESTONE.COM

CIVIL ENGINEER

PERCEPTION DESIGN GROUP, INC.
6901 SOUTH PIERCE STREET, SUITE 315
LITTLETON, CO 80128
(303) 232-8088
CONTACT: JERRY W. DAVIDSON, P.E.
J.DAVIDSON@PERCEPTIONDESIGNGROUP.COM

ELECTRICAL ENGINEER

3 CONSULTING ENGINEERS
1415 PARK AVE. W.
DENVER, CO 80205
(303) 357-1998
CONTACT: CHAD SMITH
CS@3CONSULTINGENGINEERS.COM

ARCHITECT

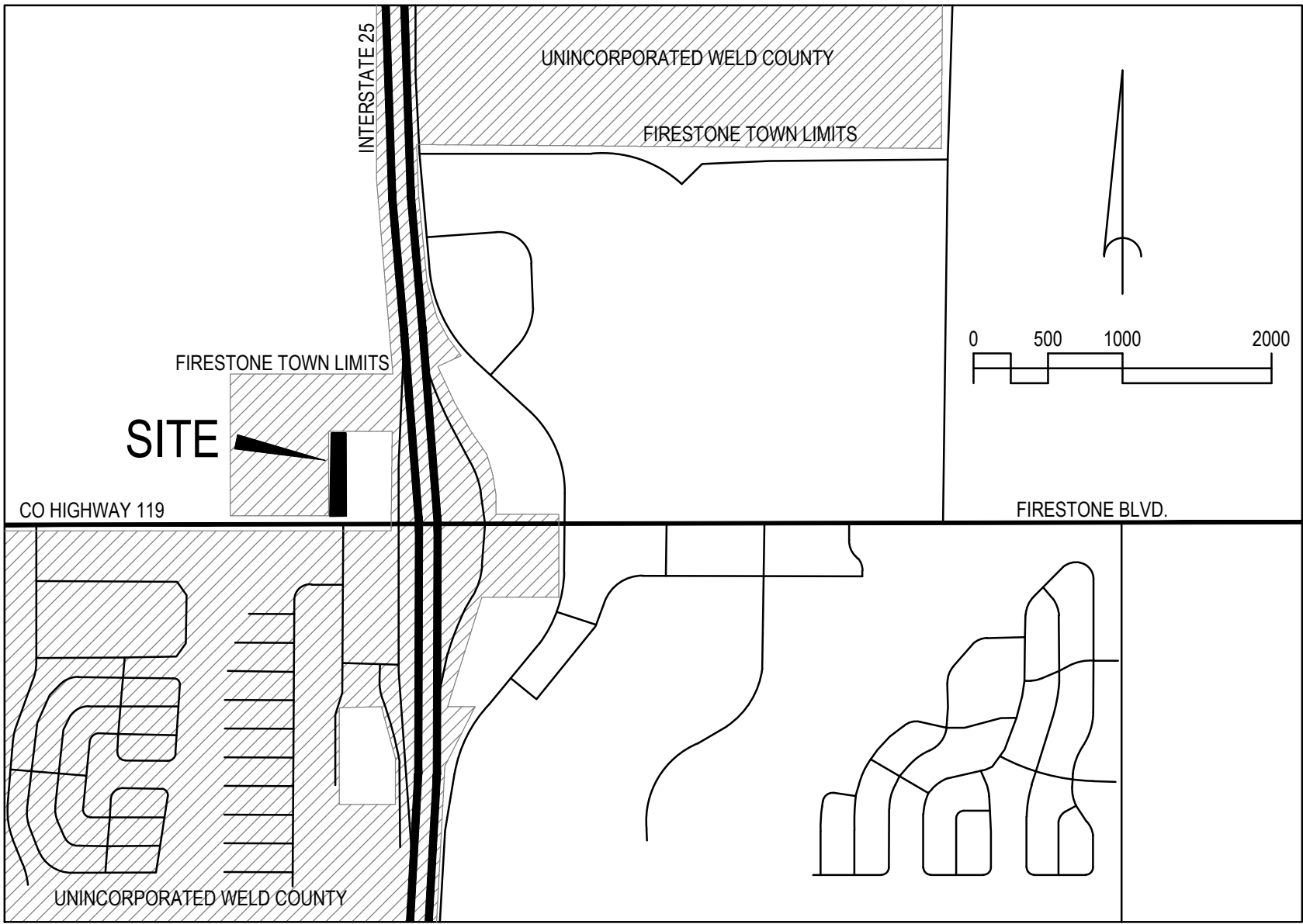
HOVER ARCHITECTURE
385 INVERNESS PKWY, SUITE 190
ENGLEWOOD, CO 80112
(720) 625-8303
CONTACT: PHIL WALZ
PEWALZ@HOVERARCHITECTURE.COM

SURVEYOR

GILLIAN'S LAND CONSULTANTS
PO BOX 746358
ARVADA, CO 80006
(303) 972-6640
CONTACT: ROBERT B. HARRIS, P.L.S.
RHARRIS@GILLIANSLC.COM

LANDSCAPE ARCHITECT

SEVEN29 DESIGN
58556 S LOWELL BLVD UNIT 32 #260
LITTLETON, CO 80213
(303) 883-3278
CONTACT: CHRIS MARCH
CMARCH@SEVEN29DESIGN.COM



VICINITY MAP

SCALE: 1" = 1,000'-0"

SHEET INDEX

1	COVER SHEET
2	NARRATIVE
3	SITE PLAN
4	FIRE ACCESS PLAN
5	GRADING PLAN
6	UTILITY PLAN
7	ELEVATIONS
8	SITE DETAILS
9	LANDSCAPE PLAN
10	LANDSCAPE NOTES AND DETAILS
11	PHOTOMETRIC PLAN
12	LIGHTING DETAILS

LAND USE TABLE

	SQUARE FEET	ACRES
LOT SIZE	64,440 SF	1.4793 AC
	PROPOSED USE	ZONE DISTRICT
LAND USE	CAR WASH	PUD RC
	ALLOWED	ACTUAL
BUILDING HEIGHT	45'	32'
	AREA	PERCENTAGE
BUILDING FOOTPRINT	4,972 SF	7.7%
PAVEMENT AND SIDEWALK COVERAGE	36,921 SF	57.3%
LANDSCAPE COVERAGE	22,547 SF	35.0%
PROPOSED GROSS FLOOR AREA	4,972 SF	

BENCHMARK

NAVD 1988 BASED ON THE CITY OF LONGMONT BENCHMARK 181, ELEVATION = 4927.01 (NAVD 1988)

BASIS OF BEARING

THE EAST LINE OF THE PLAT OF TURNER COMMONS FILING NO. 1 BEARS S02°04'30"E PER SAID PLAT, MONUMENTED BY A #4 REBAR & YELLOW CAP ON THE NORTH AND A #5 REBAR ON THE SOUTH.

WATER METER TABLE

QUANTITY	SIZE	TYPE
1	2"	COMMERCIAL
0	-	IRRIGATION

LEGAL DESCRIPTION

LOT 2, TURNER COMMONS FILING NO. 1, COUNTY OF WELD, STATE OF COLORADO.

SAID LOT CONTAINS 1.48 ACRES, MORE OR LESS.

APPROVAL BLOCK

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

COLORADO THIS _____ DAY OF _____, 20__.

BY RESOLUTION NO. _____

MAYOR

ATTEST: TOWN CLERK

ACCEPTANCE BLOCK AND NOTARY

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

OWNER

STATE OF COLORADO)
) SS
COUNTY OF WELD)

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

BY _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES

COBBLESTONE FIRESTONE	
COVER SHEET	
NAME OF APPLICATION:	COBBLESTONE FIRESTONE
TYPE OF SUBMITTAL:	FDP
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 28, 2022
REVISION DATE:	JANUARY 20, 2023
REVISION DATE:	APRIL 07, 2023
REVISION DATE:	SEPTEMBER 06, 2023
REVISION DATE:	SEPTEMBER 22, 2023
REVISION DATE:	OCTOBER 12, 2023
SHEET 1 OF 11	



JANUARY 20, 2023

COVER SHEET

SHEET 1 OF 12

FINAL DEVELOPMENT PLAN
COBBLESTONE FIRESTONE
LOT 2, TURNER COMMONS FILING NO 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
FDP-22-045

PROJECT CONCEPT

LOT 2 OF TURNER COMMONS FILING NUMBER 1 IS A VACANT PROPERTY AT 3979 HIGHWAY 119. THE PURPOSE OF THIS DEVELOPMENT PLAN IS TO DEFINE IMPROVEMENTS ASSOCIATED WITH A NEW 4,972 SF CAR WASH BUILDING WITH VACUUM STATIONS, SITE CIRCULATION DRIVES, AND UTILITIES.

ENVIRONMENTAL IMPACT MITIGATION

THERE IS NO EVIDENCE OF RECOGNIZED ENVIRONMENTAL CONDITIONS IN CONNECTION WITH THIS SITE. THE PHASE 1 REPORT REFERENCED BELOW INDICATES "IN SUMMARY, THIS ASSESSMENT HAS DISCOVERED NO EVIDENCE OF CURRENT "RECOGNIZED ENVIRONMENTAL CONDITIONS", AS DEFINED BY ASTM 1527-13 THAT WARRANT ADDITIONAL ACTION OR INVESTIGATION". PLEASE REFER TO "PHASE 1 ENVIRONMENTAL SITE ASSESSMENT REPORT" PREPARED BY VIVID ENGINEERING AND DATED MARCH 28, 2022.

PRIVATE MAINTENANCE, CONTROLS AND ENFORCEMENT

THE LOT OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE IMPROVEMENTS WITHIN THE PROPERTY.

OPEN SPACE & LANDSCAPE

THE COBBLESTONE CAR WASH SITE WILL BE LANDSCAPED AS ILLUSTRATED IN THIS FINAL DEVELOPMENT PLAN. LANDSCAPE MATERIALS AND DESIGN WILL CONFORM TO THE THEME ESTABLISHED FOR THE OVERALL CENTER.

THE ON-SITE LANDSCAPING WILL BE MAINTAINED BY THE PROPERTY OWNER TO BE CONSISTENT WITH THE FDP.

A.D.A COMPLIANCE

THIS FINAL DEVELOPMENT PLAN HAS BEEN DESIGNED TO TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT.

DRAINAGE

REFER TO THE PHASE III DRAINAGE REPORT PREPARED BY PERCEPTION DESIGN GROUP, INC. DATED SEPTEMBER 23, 2022, WHICH IS FILED WITH THIS FINAL DEVELOPMENT PLAN FOR A DESCRIPTION OF THE STORM DRAINAGE FOR THIS DEVELOPMENT PLAN. SITE DETENTION AND WATER QUALITY WILL BE PROVIDED IN AN EXPANDED POND LOCATED NORTH OF THE QUICK TRIP GAS STATION SITE. PROPOSED SURFACE IMPROVEMENTS WILL SURFACE DRAIN TO LOCALIZED LOW POINTS FOR COLLECTION IN AN UNDERGROUND STORM SEWER SYSTEM FOR CONVEYANCE TO THE DETENTION POND.

PARKING

PROVIDED USE:	CAR WASH
REQUIRED PARKING RATIO:	1 SPACE/EMPLOYEE MAX SHIFT + VEHICLE STACKING
A.D.A ACCESSIBLE SPACES PROVIDED	2
STANDARD SPACES PROVIDED:	25
TOTAL SPACES PROVIDED:	27
PARKING SPACES REQUIRED:	5 + STACKING

UTILITIES

THE FOLLOWING IS A GENERAL DESCRIPTION OF THE UTILITY SYSTEMS AND PUBLIC SERVICES INTENDED TO SERVE THE PROJECT. THE FOLLOWING ENTITIES WOULD PROVIDE THE FOLLOWING SERVICES:

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

MAIN PUBLIC UTILITY LINES FOR WATER, SANITARY, STORM WATER, ELECTRIC, AND GAS SERVICES ARE AVAILABLE IN ADJACENT STREETS.

ARCHITECTURE

SINGLE STORY EXPRESS CAR WASH CONSTRUCTED WITH MASONRY, STUCCO, AND METAL PANEL.

SIGN PROGRAM

PROPOSED BUILDING AND MONUMENT SIGNAGE SHALL BE IN ACCORDANCE WITH TOWN OF FIRESTONE REGULATIONS.

BUILDING HEIGHT

THE BUILDING HEIGHT IS 32'-0" AS SHOWN ON THE ELEVATION SHEET.

SETBACKS

PRINCIPAL BUILDING SETBACKS ARE:

FRONT 50'
SIDE 10'
REAR20'

DEVELOPMENT SCHEDULE

APPROXIMATE CONSTRUCTION START DATE: MARCH 1, 2022
APPROXIMATE COMPLETION DATE: AUGUST 1, 2022.

CIRCULATION SYSTEMS

ACCESS TO THE SITE AS SHOWN ON THE SITE PLAN SHEET IS FROM AN EXISTING ACCESS ROAD OFF HIGHWAY 119. THREE NEW ACCESS POINTS ARE PROPOSED OFF THIS ACCESS ROAD. NO NEW ACCESS IS PROPOSED OFF HIGHWAY 119.

HOURS OF OPERATION

THE HOURS OF OPERATION OF THIS STORE WILL BE 8AM TO 10PM DAILY.

BUILDING ADDRESS

3979 HIGHWAY 119, FIRESTONE, COLORADO 80504.

WATER DEDICATION

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

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

PROPOSED DEMAND: X SHARES

A TOTAL OF ONE (X) SHARE SHALL BE TRANSFERRED TO THE TOWN OR CASH IN-LIEU PAYMENT MADE PRIOR TO RECORDATION OF THE FINAL DEVELOPMENT PLAN.

ZONING AND ALLOWED USES

SITE IS ZONED PUD RC.

CAR WASH IS A USE ALLOWED WITH SPECIAL REVIEW USE.

COBBLESTONE FIRESTONE	
COVER SHEET	
NAME OF APPLICATION:	COBBLESTONE FIRESTONE
TYPE OF SUBMITTAL:	FDP
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 28, 2022
REVISION DATE:	JANUARY 20, 2023
REVISION DATE:	APRIL 07, 2023
REVISION DATE:	SEPTEMBER 06,2023
REVISION DATE:	SEPTEMBER 22,2023
REVISION DATE:	OCTOBER 12,2023
SHEET 2 OF 11	



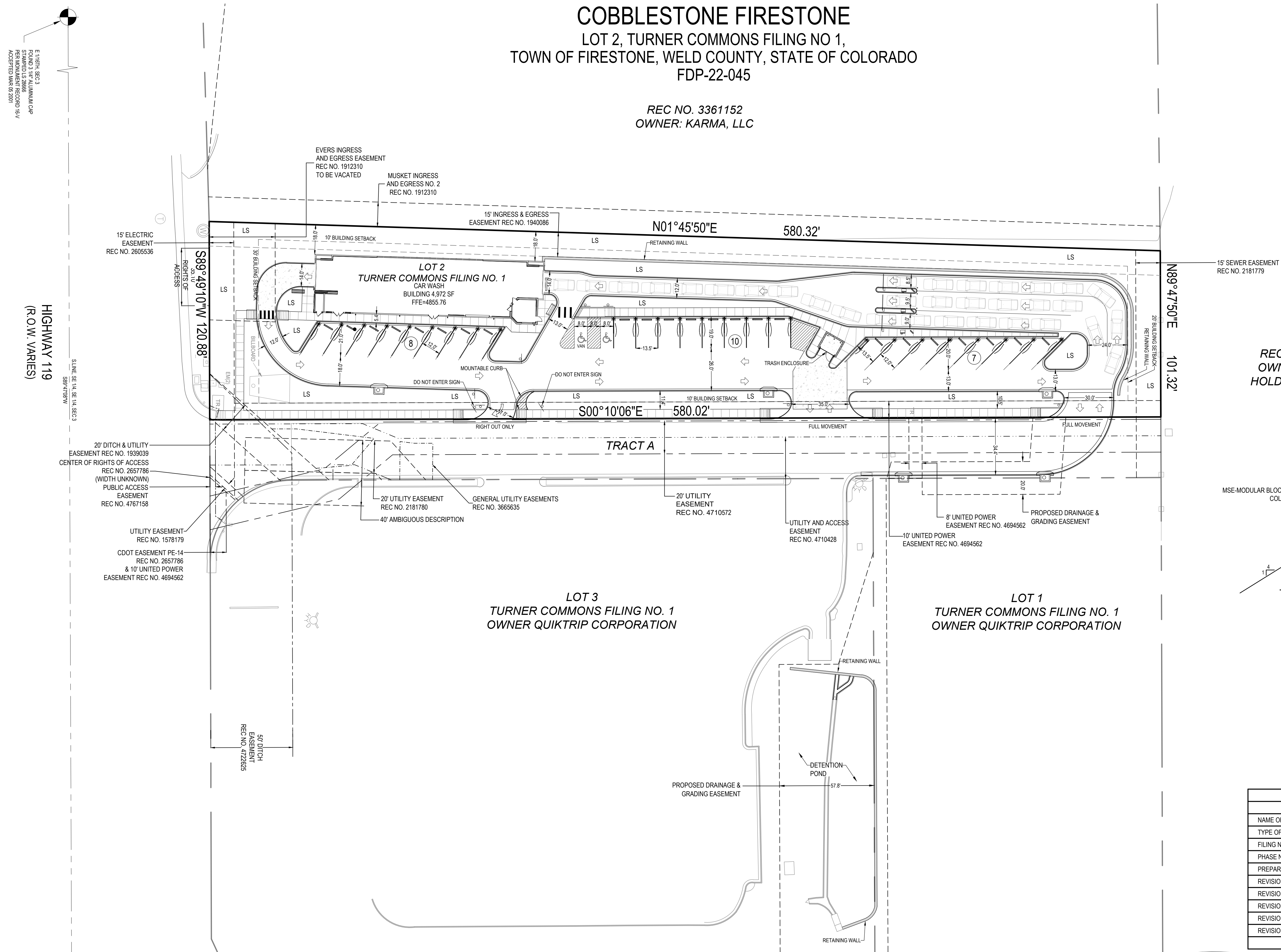
JANUARY 20,2023

NARRATIVE TEXT

SHEET 2 OF 12

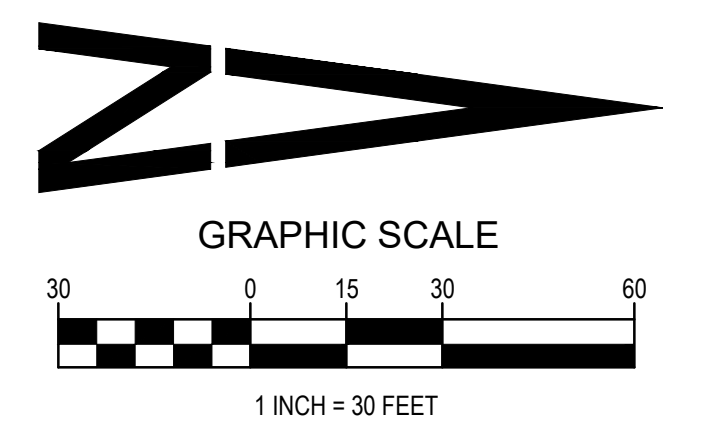
REC NO. 3361152
OWNER: KARMA, LLC

REC NO. 3361152
OWNER: KARMA, LLC



	PROPERTY LINE
	ADA PARKING STALL
	PARKING COUNT PER ROW
	LANDSCAPED AREA
	SIDEWALK
	HANDICAP RAMP
	FIRE HYDRANT
	SITE SIGNAGE
	CONCRETE PAVEMENT
	EXISTING CURB AND GUTTER
	CONCRETE CURB
	MOUNTABLE CONCRETE CURB
	EXISTING SITE LIGHTING
	SITE LIGHTING

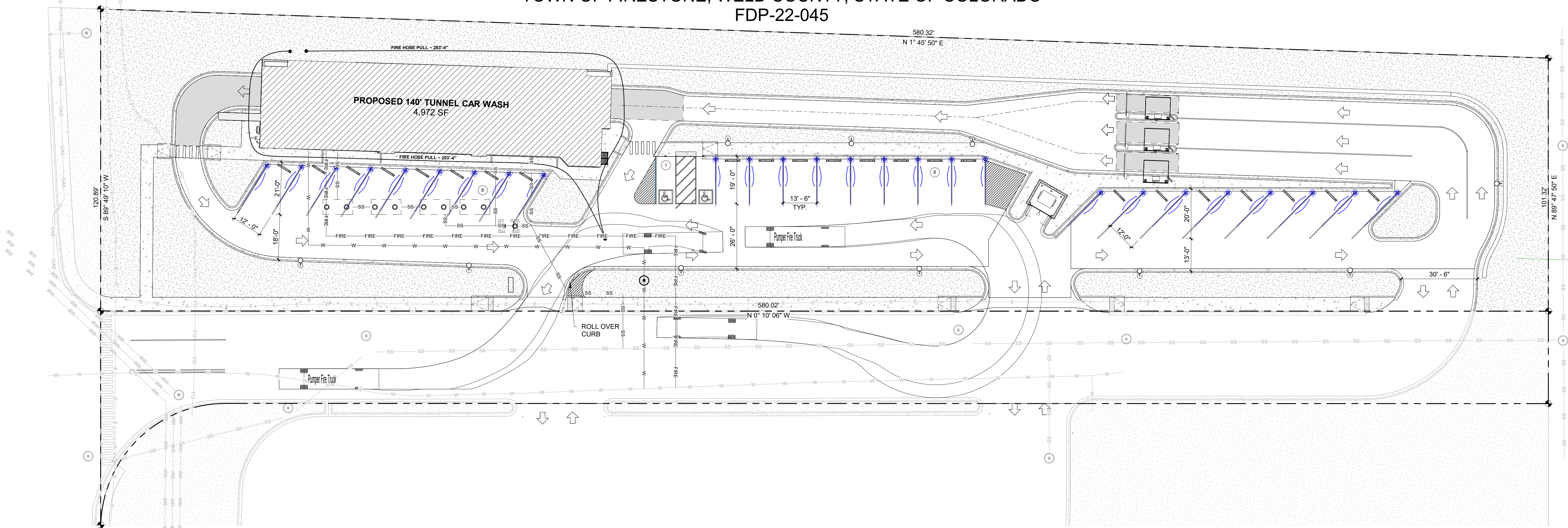
The diagram illustrates a cross-section of a retaining wall system. On the left, a vertical MSE-modular block wall is shown, labeled "MSE-MODULAR BLOCK WALL" and "COLOR TAN". A dimension line indicates the wall is "3' TALL MAX.". To the right of the wall is a "CURB AND GUTTER" section, which is a sloped concrete curb. A dimension line shows a height of "4\"/>



COBBLESTONE FIRESTONE	
COVER SHEET	
NAME OF APPLICATION:	COBBLESTONE FIRESTONE
TYPE OF SUBMITTAL:	FDP
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PREPARATION DATE:	SEPTEMBER 28, 2022
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REVISION DATE:	OCTOBER 12, 2023
SHEET 3 OF 11	

SHEET 3 OF 12

FINAL DEVELOPMENT PLAN
COBBLESTONE FIRESTONE
LOT 2, TURNER COMMONS FILING NO 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
FDP-22-045



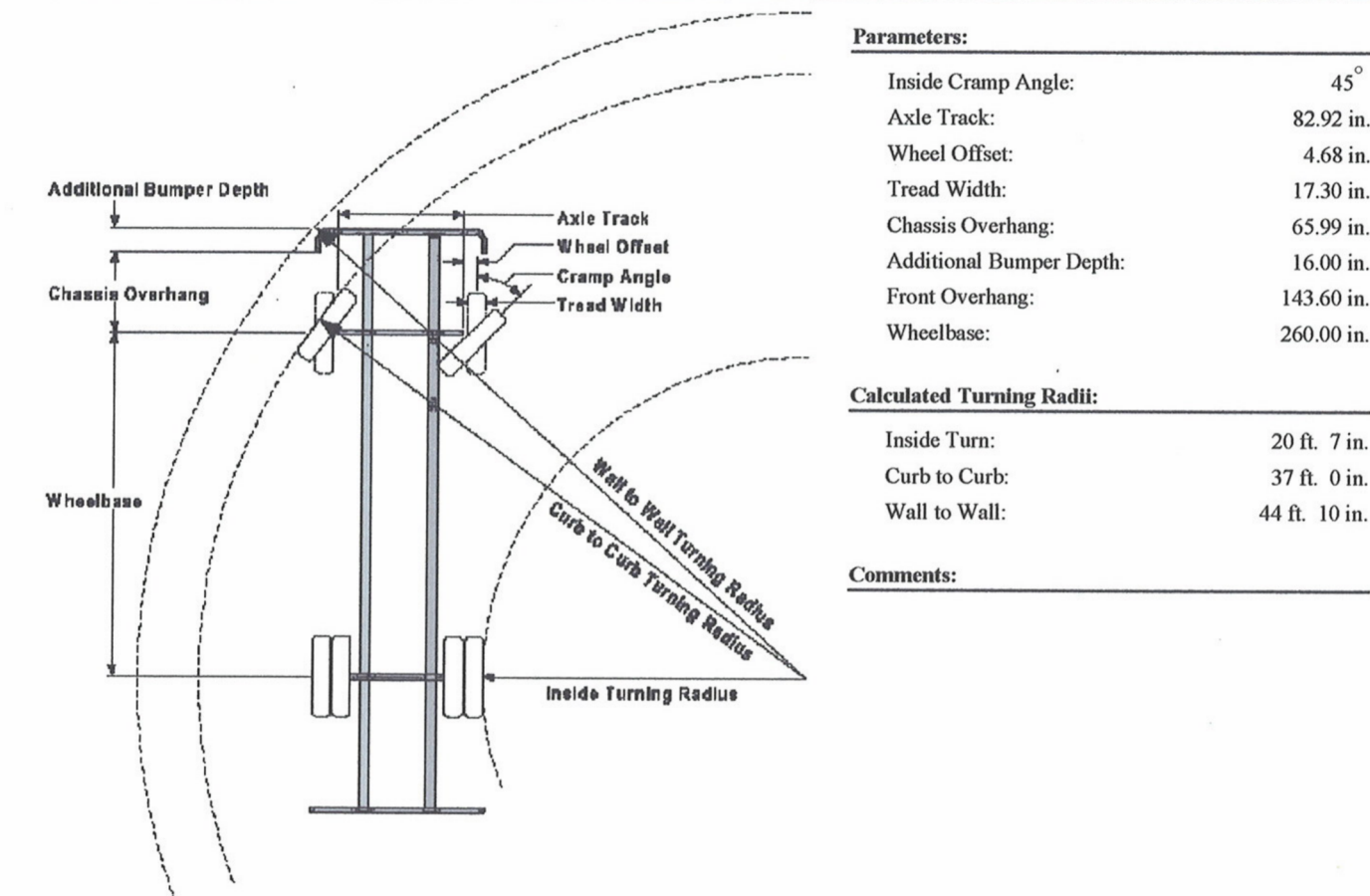
1 FIRE ACCESS PLAN
4 1" = 20'-0"



Turning Performance Analysis

9/22/2005

Bid Number: Frederick Firestone Fire Protection District
Department: 1000
Chassis: Dash-2000, Chassis, PAP/SkyArm/Midmount
Body: Aerial, Platform 100', Alum Body



Components	PRIDE #	Description
Bumpers	0012244	Bumper, 16' extended - all chassis
Tires, Front	0001609	Tires, Bridgestone 425/65R22.5 20PR, All Season M844
Aerial Devices	0022160	Aerial, 100' Pierce Platform
Wheels, Front	0019611	Wheels, Frt. Alum, Alcon, 22.50" x 12.25" (425/ & 385/)
Axle, Front, Custom	0018453	Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, DLX/EnfQm/AXT

Notes:

Actual Inside Cramp Angle may be less due to highly specialized options.

Curb to Curb turning radius calculated for a 9.00 inch curb.

COBBLESTONE FIRESTONE FIRE ACCESS PLAN	
NAME OF APPLICATION:	COBBLESTONE FIRESTONE
TYPE OF SUBMITTAL:	FDP
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 28, 2022
REVISION DATE:	JANUARY 27, 2023
REVISION DATE:	APRIL 07, 2023
REVISION DATE:	SEPTEMBER 06, 2023
REVISION DATE:	SEPTEMBER 22, 2023
REVISION DATE:	OCTOBER 13, 2023

SHEET 4 OF 13



SEPTEMBER 22, 2023

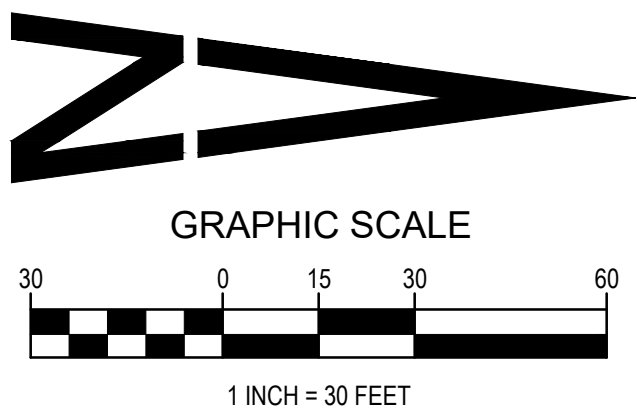
FIRE ACCESS PLAN

SHEET 4 OF 13

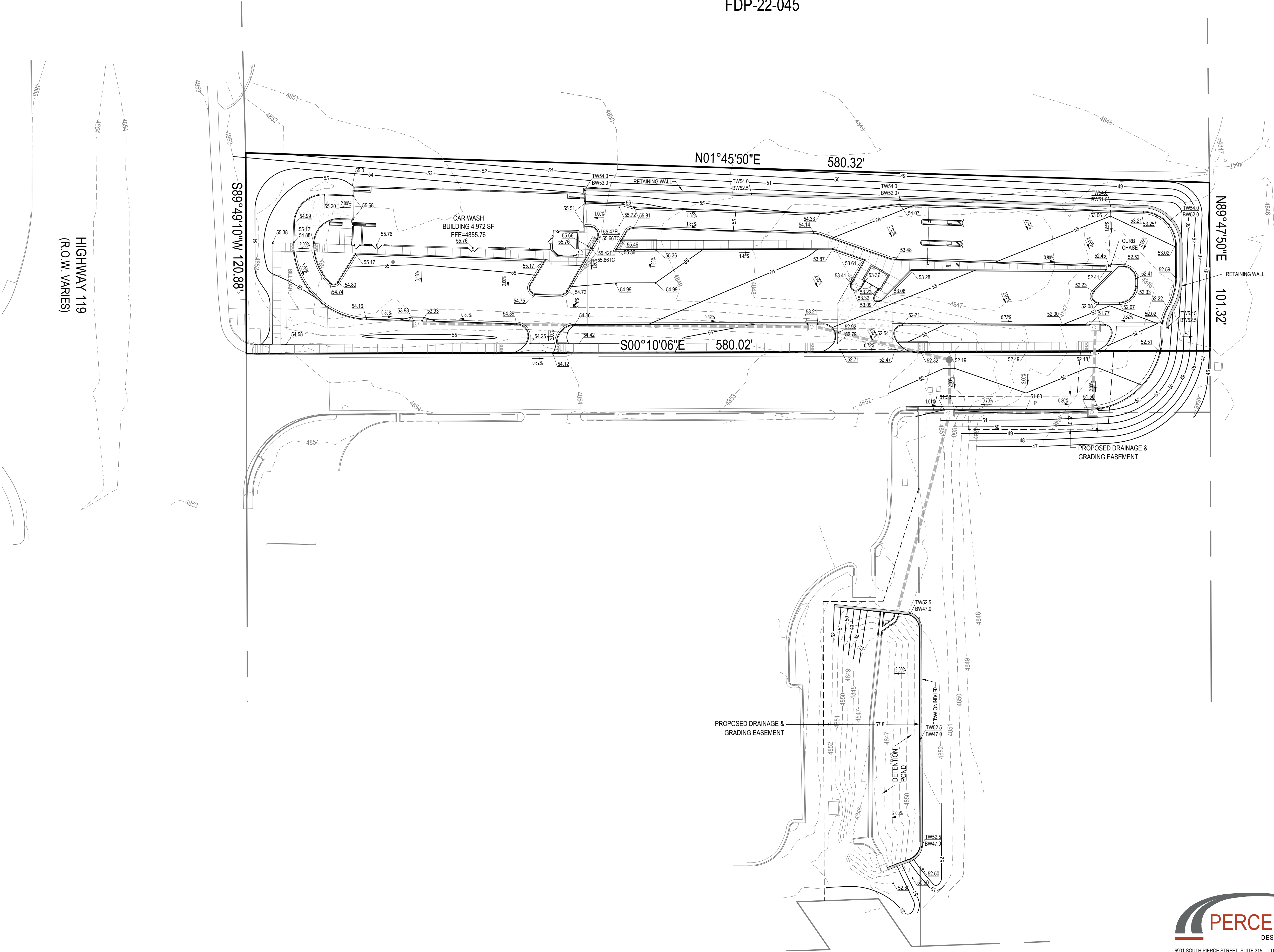
FINAL DEVELOPMENT PLAN
COBBLESTONE FIRESTONE
LOT 2, TURNER COMMONS FILING NO 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
FDP-22-045

LEGEND

- PROPERTY LINE
- EXISTING CURB AND GUTTER
- CONCRETE CURB
- MOUNTABLE CONCRETE CURB
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED HIGH POINT
- PROPOSED LOW POINT
- PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- EXISTING STORM SEWER WITH MANHOLE
- PROPOSED STORM SEWER W/ MANHOLE AND INLET



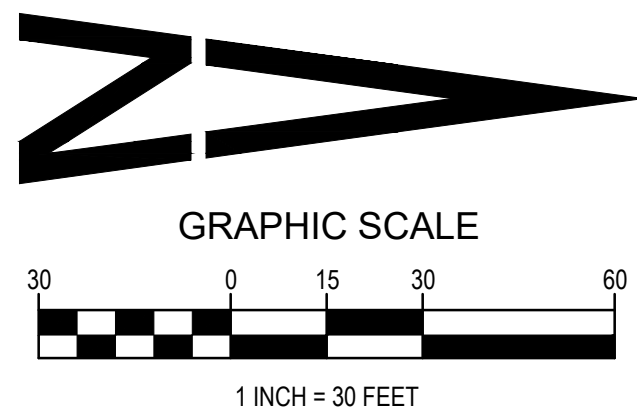
COBBLESTONE FIRESTONE	
COVER SHEET	
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SHEET 5 OF 11	



FINAL DEVELOPMENT PLAN
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TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
FDP-22-045

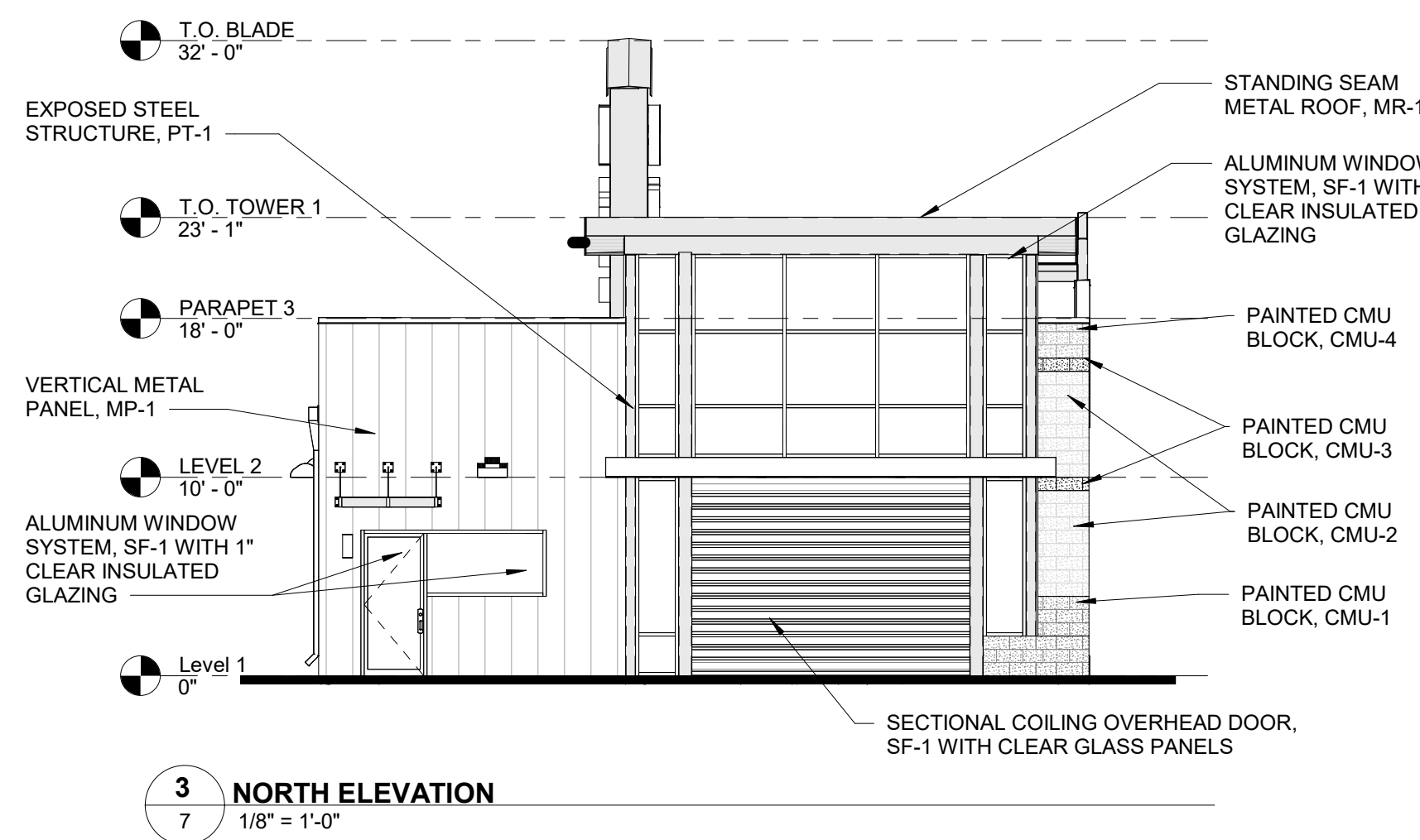
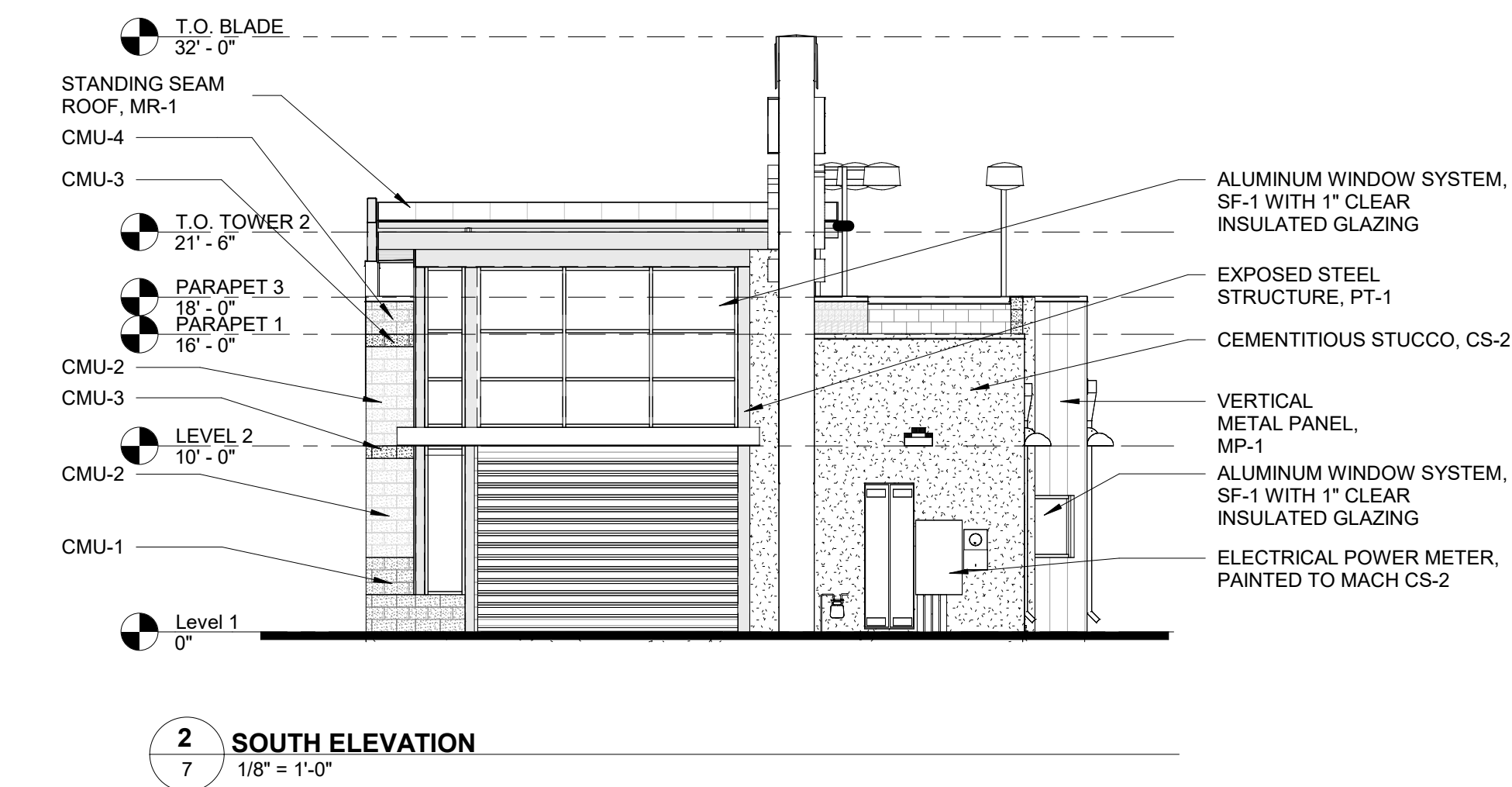
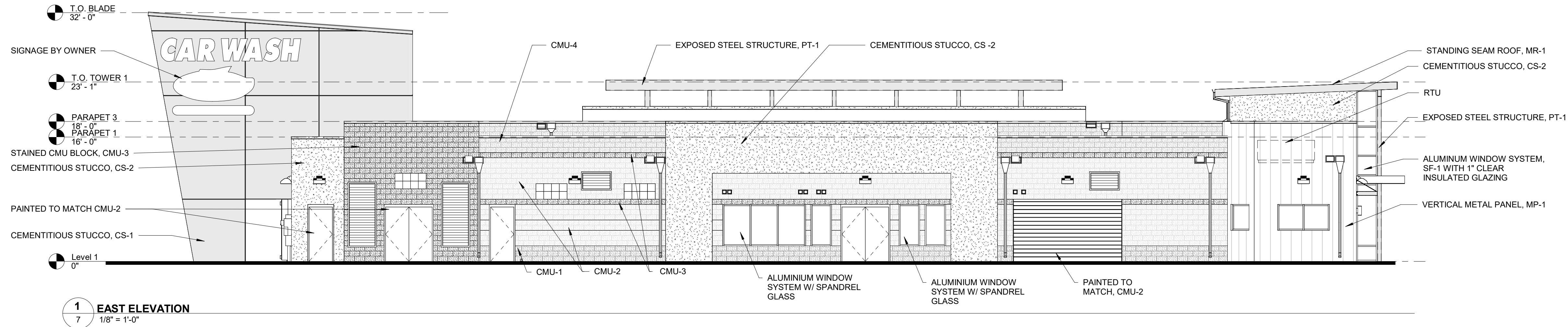
LEGEND

- PROPERTY LINE
- EXISTING CURB AND GUTTER
- CONCRETE CURB
- MOUNTABLE CONCRETE CURB
- EX 15" STM
- EX 15" SAN
- EXISTING STORM SEWER WITH MANHOLE
- EXISTING SANITARY SEWER WITH MANHOLE
- EXISTING WATERLINE W/ HYDRANT AND VALVE
- 18" STM
- 8" SAN
- 3" WTR
- PROPOSED STORM SEWER W/ MANHOLE AND INLET
- PROPOSED SANITARY SEWER WITH CLEANOUT
- PROPOSED WATERLINE
- EXISTING EASEMENT
- EXISTING ELECTRIC, GAS, TELEPHONE, FIBER OPTIC

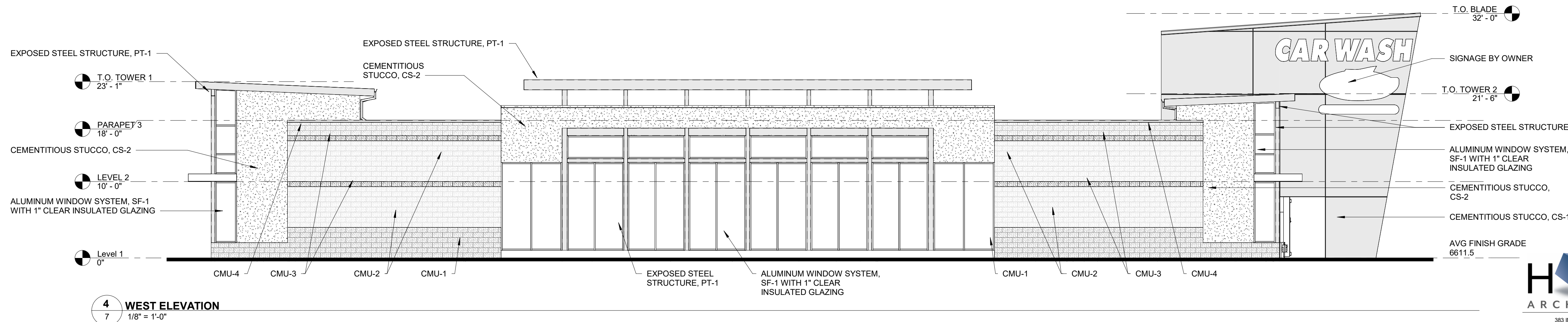


COBBLESTONE FIRESTONE	
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SHEET 6 OF 11	

FINAL DEVELOPMENT PLAN
COBBLESTONE FIRESTONE
LOT 2, TURNER COMMONS FILING NO 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
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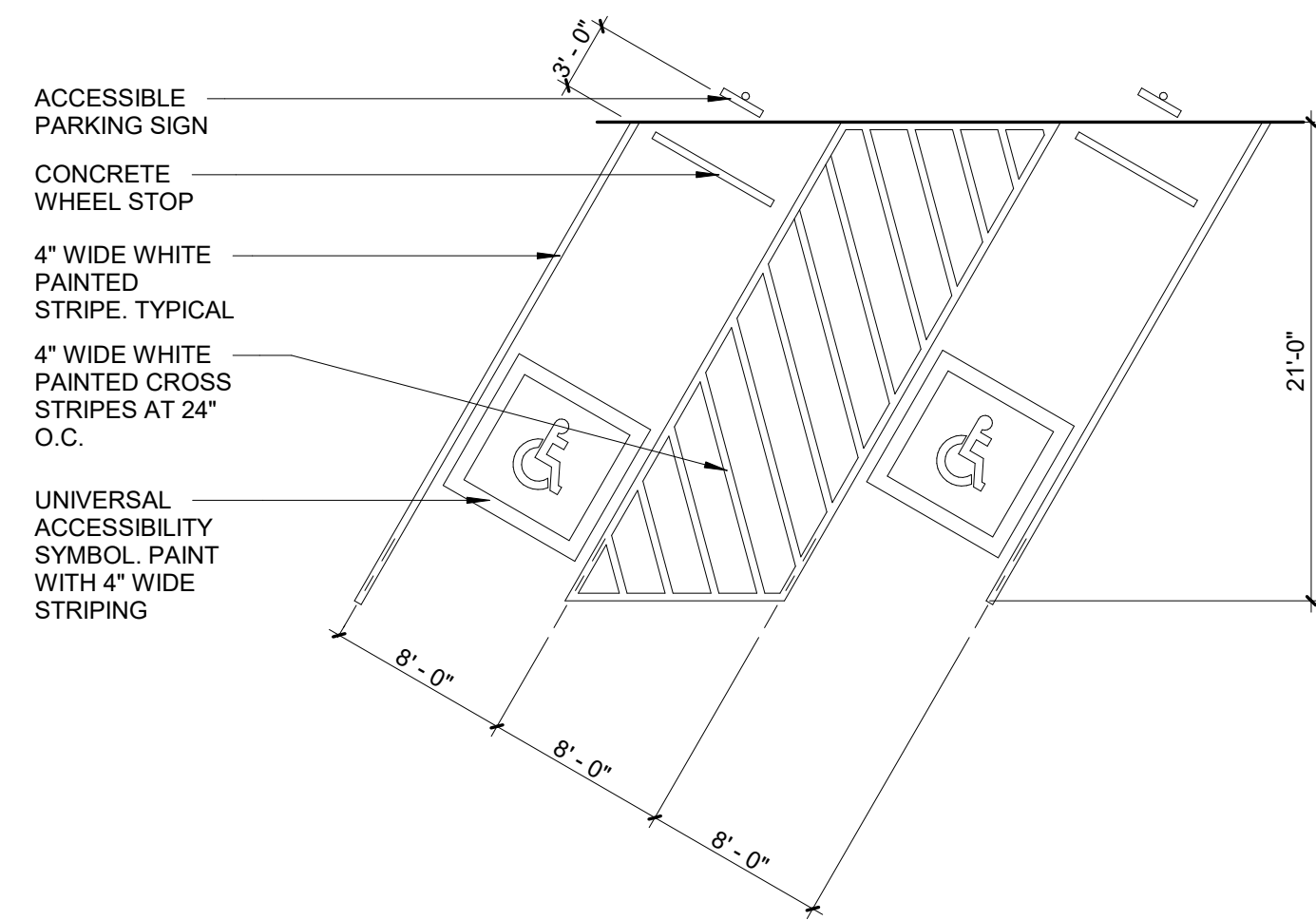


EXTERIOR FINISH SCHEDULE				
REF.	DESCRIPTION	MANUFACTURER	MODEL / COLOR	REMARKS
PAINT				
PT-1	PAINT	SHERWIN WILLIAMS	RED BARN #7591	EXPOSED STEEL STRUCTURES, FRAMES, OVERHANGS
WALL				
CS-1	CEMENTITIOUS STUCCO	DRYVIT	STUCCO FINISH, COLOR EQUIVALENT TO "RED BARN #7591"	STUCCO FINISH ON FIN
CS-2	CEMENTITIOUS STUCCO	DRYVIT	STUCCO FINISH, COLOR EQUIVALENT TO "COBBLESTONE BLUE"	WALL STUCCO FINISH
CMU-1	CMU BLOCK	BASALITE	8X16" NOMINAL, BENJAMIN MOORE DAVENPORT TAN, HC-76	CMU SPLIT-FACE FINISH
CMU-2	CMU BLOCK	BASALITE	8X16" NOMINAL, STAINED GREY	CMU SMOOTH-FACE FINISH
CMU-3	CMU BLOCK	BASALITE	8X16" NOMINAL, STAINED CHARCOAL	CMU SPLIT-FACE FINISH
CMU-4	CMU BLOCK	BASALITE	8X16" NOMINAL, BENJAMIN MOORE PISMO DUNES, AC-32	CMU SMOOTH- FACE FINISH
MP-1	VERTICAL METAL PANEL	MBCI	MBCI - FW-120, BROWNSTONE	
ROOFING				
MR-1	METAL ROOF	MBCI	ULTRA-DEK, RUSTIC RED	STANDING SEAM ROOF
R-1	ROOFING	FIRESTONE	60 MIL TPO MEMBRANE	FLAT ROOF SYSTEM
WINDOWS				
SF-1	ALUMINUM WINDOW SYSTEM	KAWNEER	451T - CLEAR ANODIZED - CLEAR GLAZING	STOREFRONT WINDOW SYSTEM

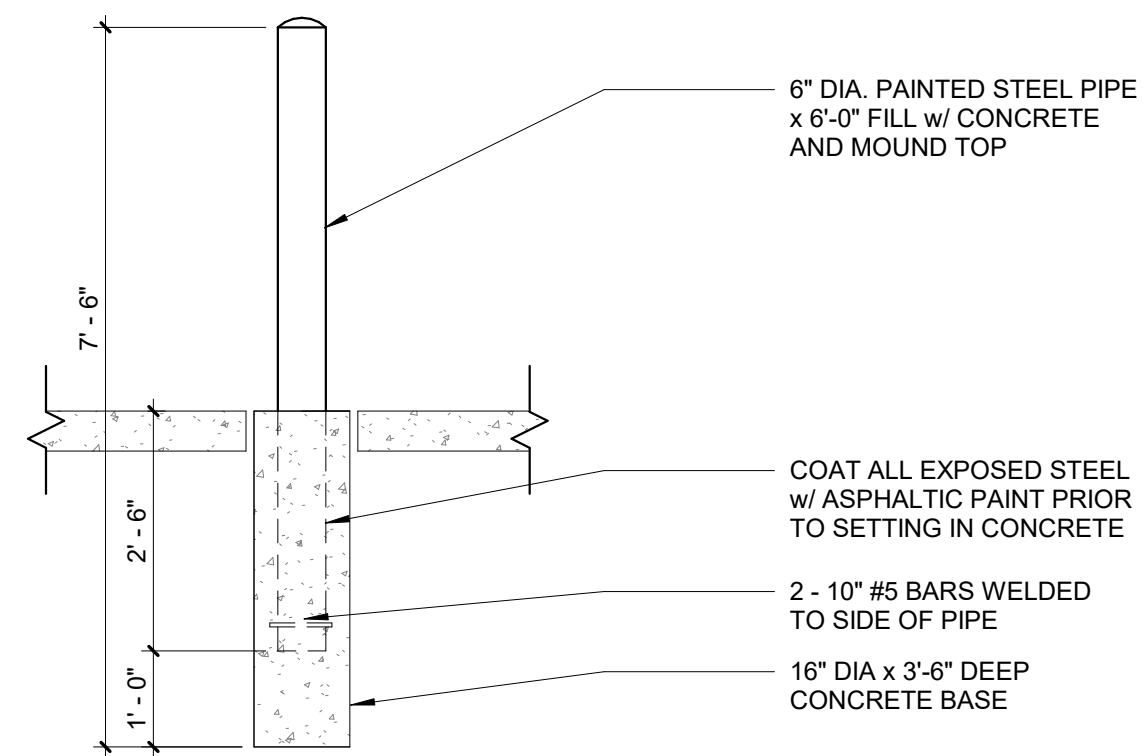


COBBLESTONE FIRESTONE ELEVATIONS	
NAME OF APPLICATION:	COBBLESTONE FIRESTONE
TYPE OF SUBMITTAL:	FDP
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 28, 2022
REVISION DATE:	JANUARY 27, 2023
REVISION DATE:	APRIL 07, 2023
REVISION DATE:	SEPTEMBER 06, 2023
REVISION DATE:	SEPTEMBER 22, 2023
REVISION DATE:	OCTOBER 13, 2023
SHEET 7 OF 13	

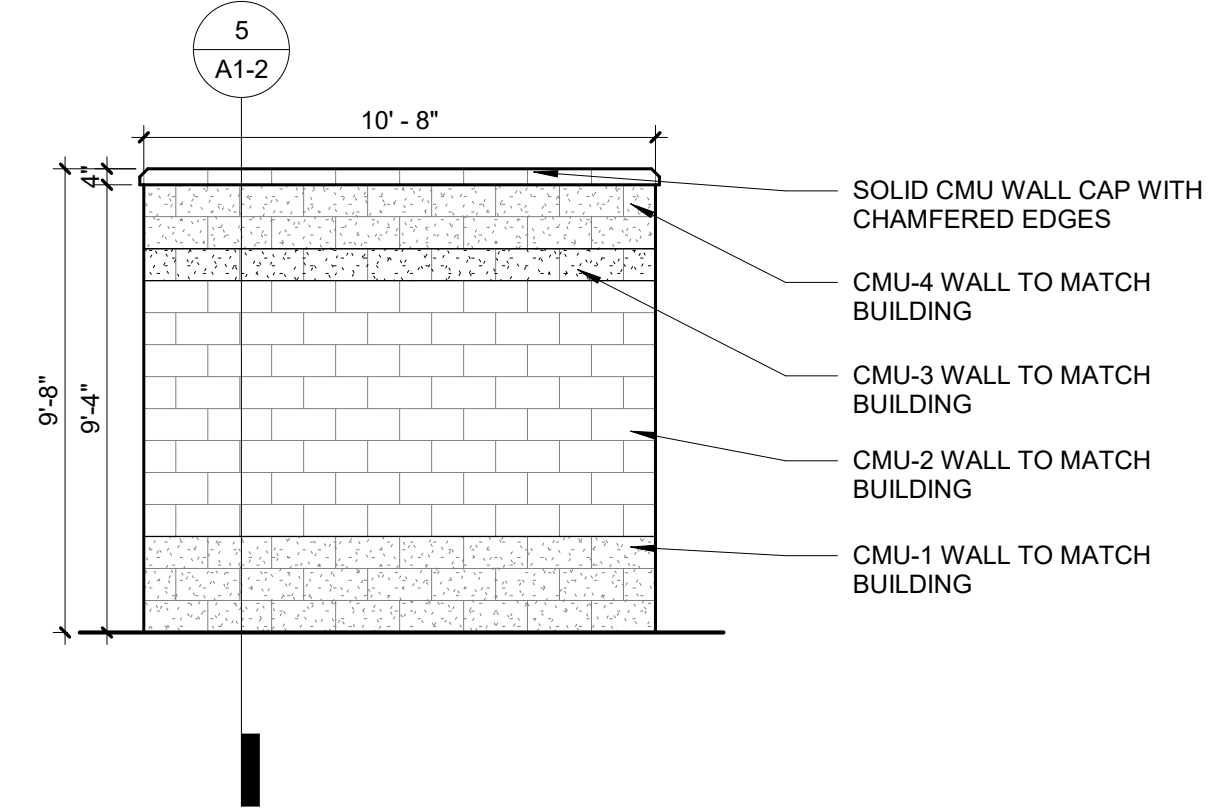
FINAL DEVELOPMENT PLAN
COBBLESTONE FIRESTONE
LOT 2, TURNER COMMONS FILING NO 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
FDP-22-045



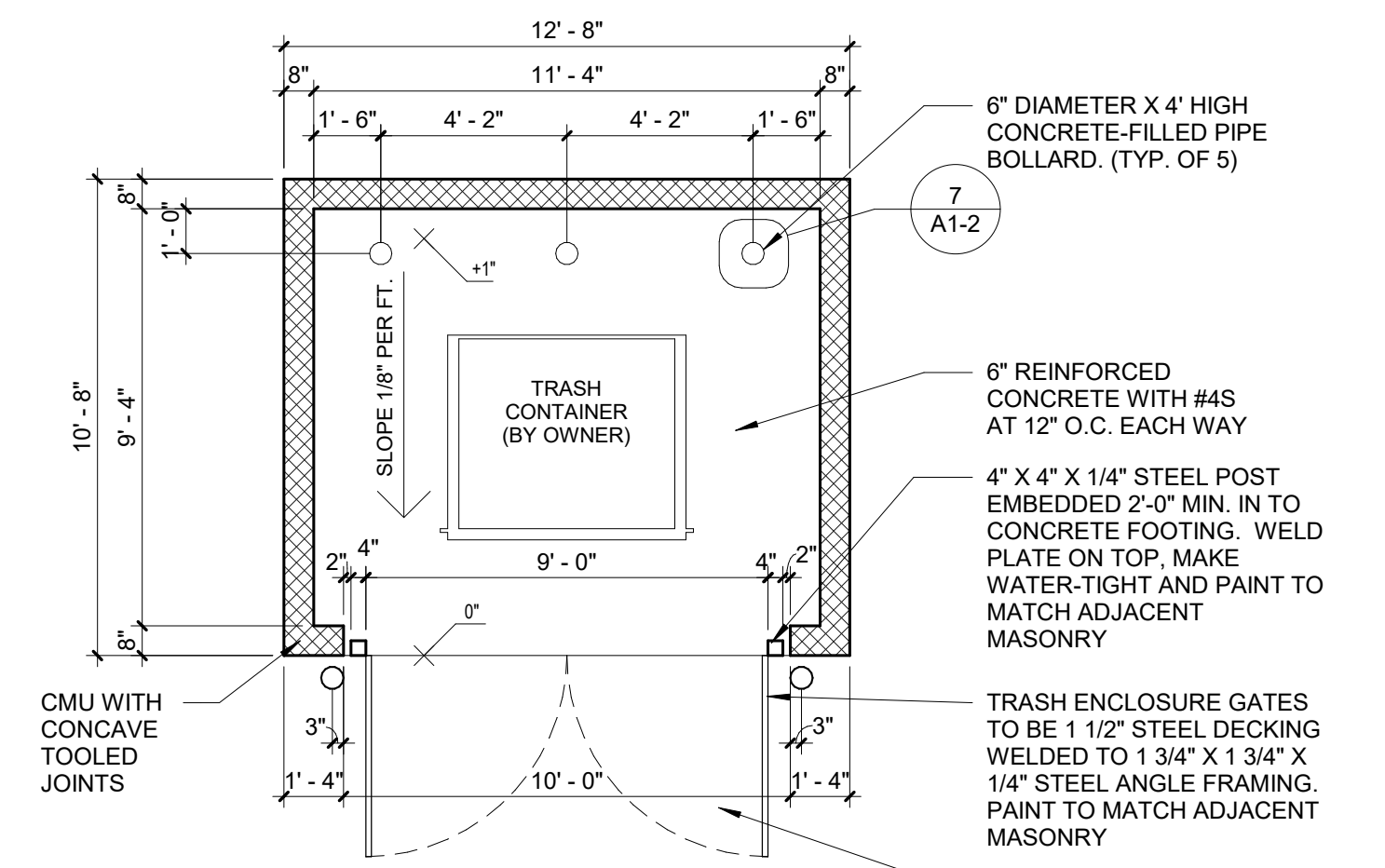
7
8
ACCESSIBLE PARKING STALL - WIDE
1/8" = 1'-0"



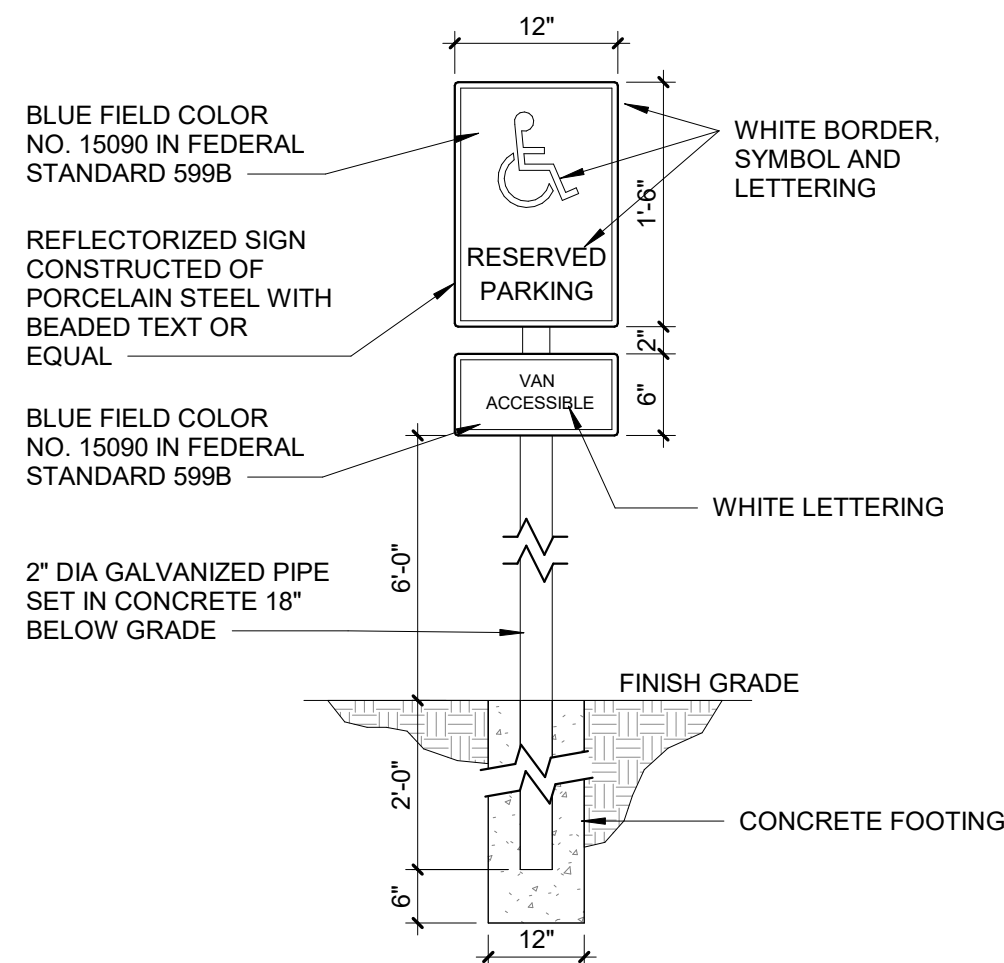
5
8
PIPE BOLLARD
1/2" = 1'-0"



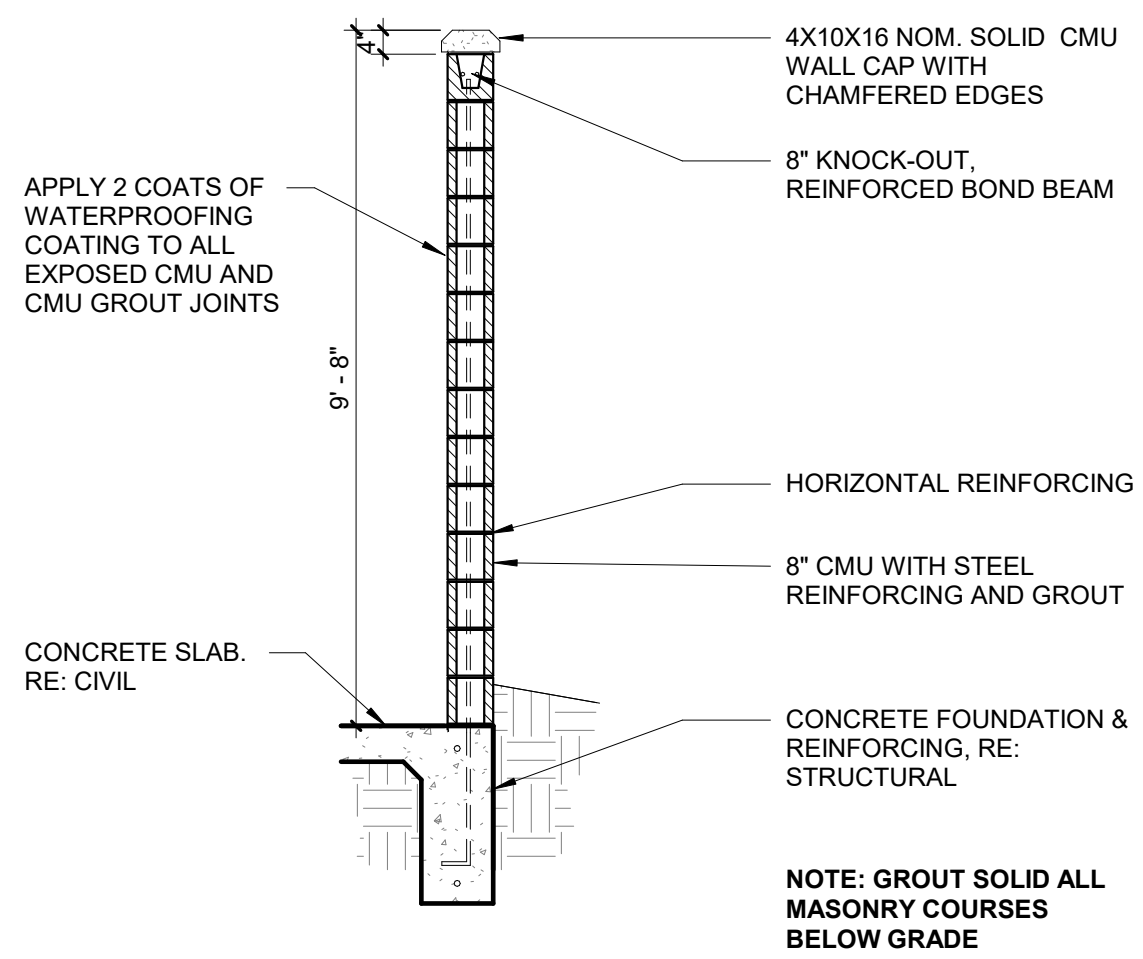
3
8
TRASH ENCLOSURE SIDE ELEVATION - CMU
1/4" = 1'-0"



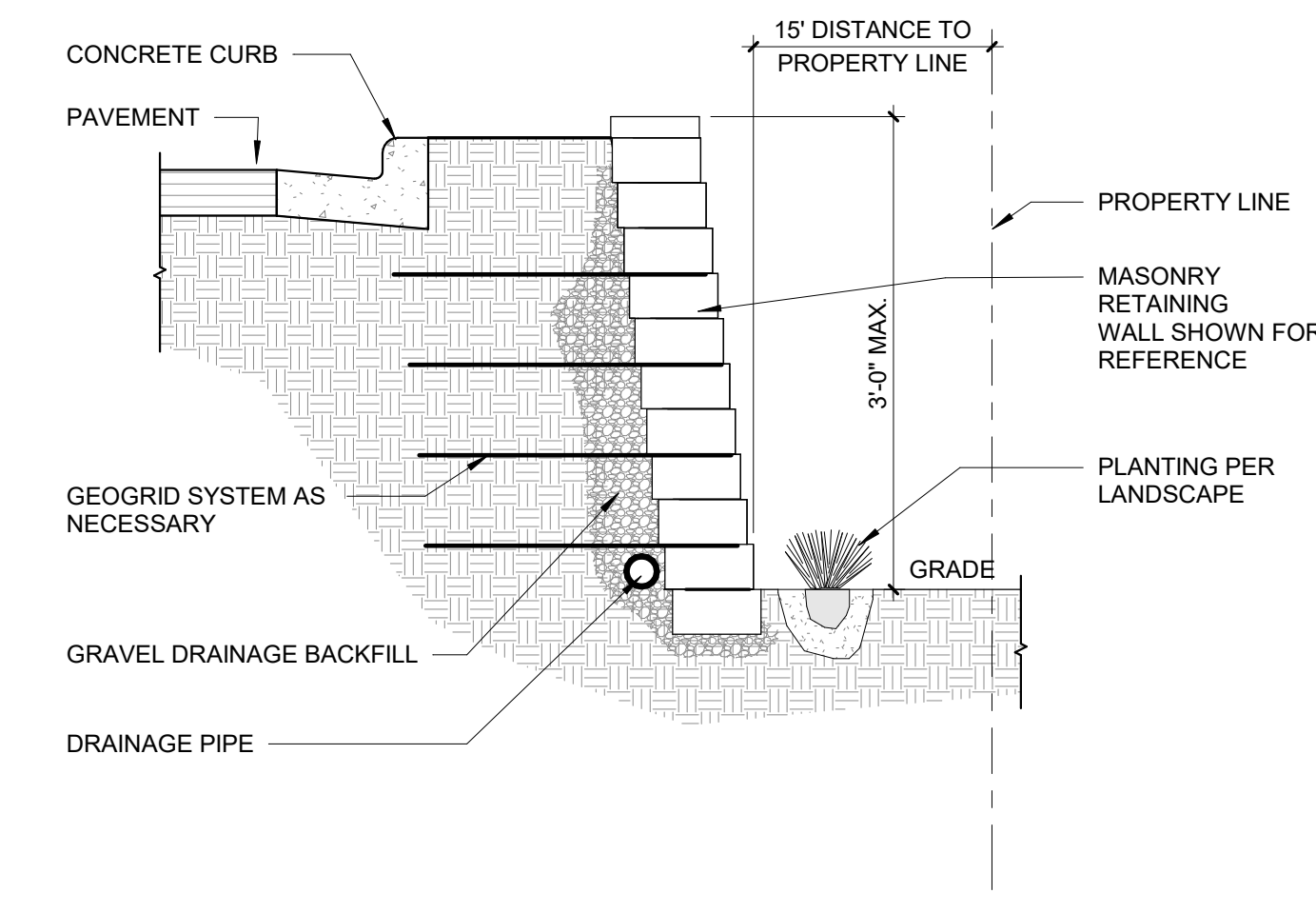
1
8
TRASH ENCLOSURE PLAN - CMU
1/4" = 1'-0"



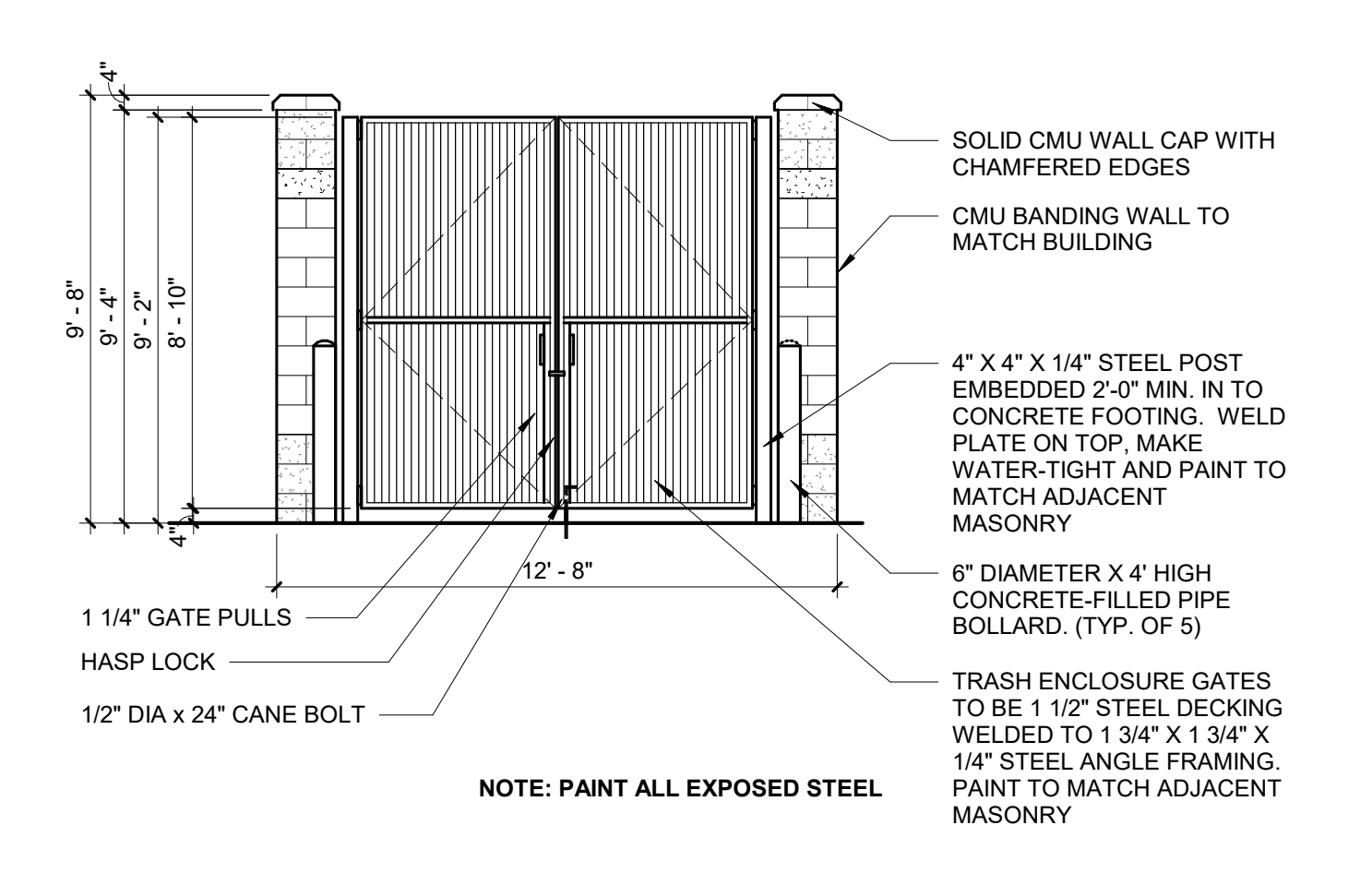
8
8
ACCESSIBLE PARKING SIGN
1/2" = 1'-0"



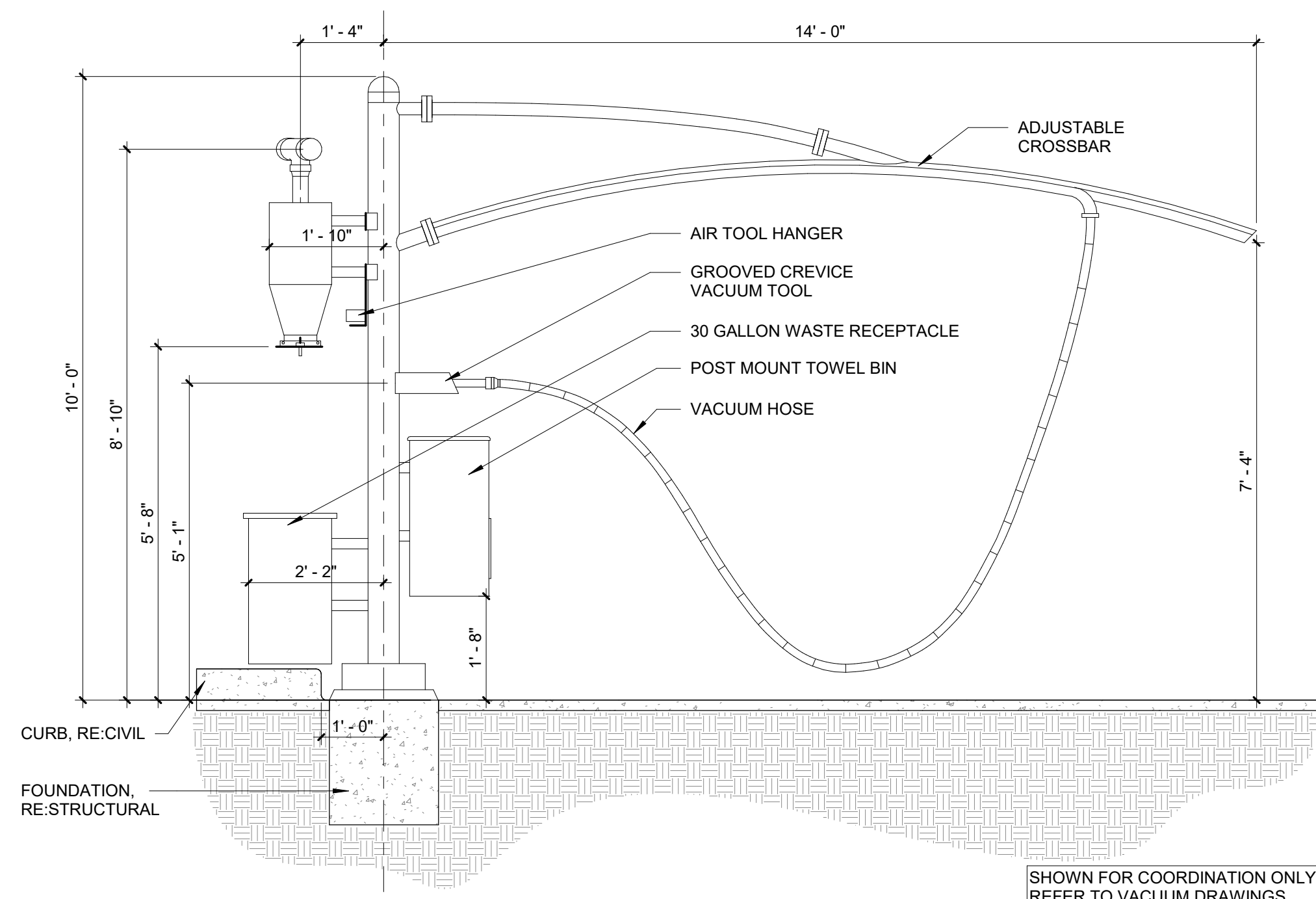
6
8
ENCLOSURE WALL SECTION
3/8" = 1'-0"



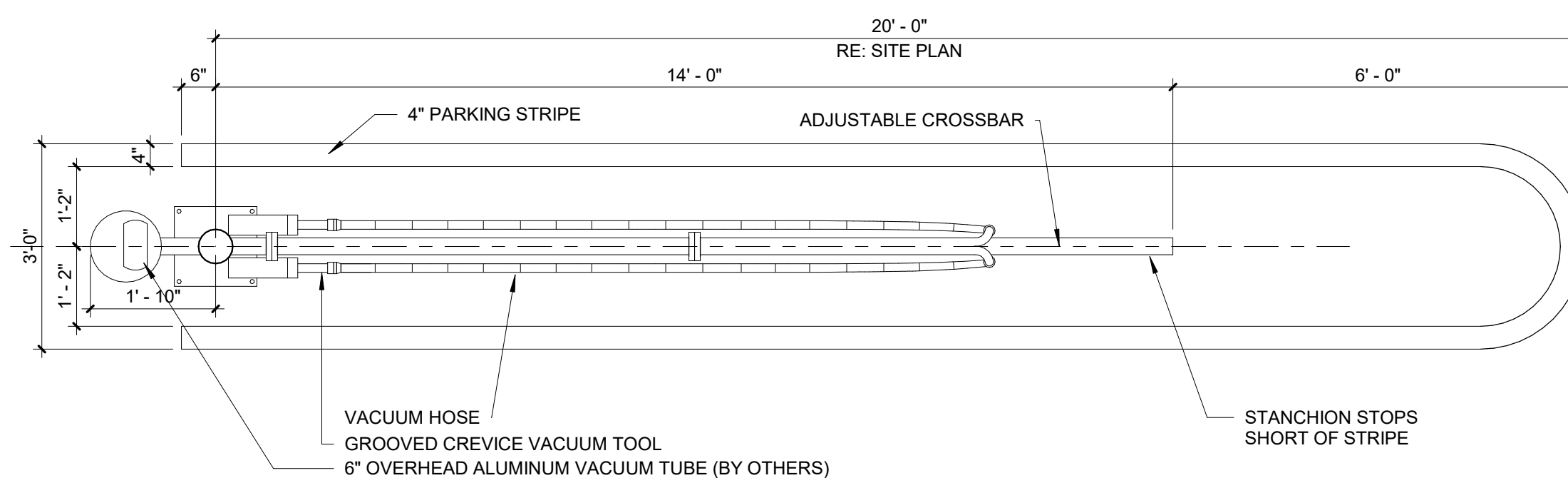
4
8
DTL-RETAINING WALL
1/2" = 1'-0"



2
8
TRASH ENCLOSURE FRONT ELEVATION - CMU
1/4" = 1'-0"



10
8
DTL-VACUUM STANCHION - PALM ARCH
1/2" = 1'-0"



9
8
DTL-PALM ARCH STANCHION PLAN
1/2" = 1'-0"

COBBLESTONE FIRESTONE	
SITE DETAILS	
NAME OF APPLICATION:	COBBLESTONE FIRESTONE
TYPE OF SUBMITTAL:	FDP
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 28, 2022
REVISION DATE:	JANUARY 27, 2023
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REVISION DATE:	OCTOBER 13, 2023
SHEET 8 OF 13	

LOT 2, TURNER COMMONS FILING NO 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
FDP-22-045



COBBLESTONE FIRESTONE	
LANDSCAPE PLAN	
NAME OF APPLICATION:	COBBLESTONE FIRESTONE
TYPE OF SUBMITTAL:	FDP
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 28, 2022
REVISION DATE:	JANUARY 27, 2023
REVISION DATE:	APRIL 12, 2023
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SHEET 9 OF 13	

FINAL DEVELOPMENT PLAN
COBBLESTONE FIRESTONE
LOT 2, TURNER COMMONS FILING NO 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
FDP-22-045

LANDSCAPE REQUIREMENTS

SITE AREA = 64,440 SF
LANDSCAPE AREA = 14,927 SF (23.1%)
TOTAL IRRIGATED AREA = 22,955 SF (INCLUDES ROW)
TOTAL XERIC PLANT IRRIGATED AREA = 20,761 SF
TREES IN NATIVE AREAS = 0

DESCRIPTION	CODE REQUIREMENT	QUANTITY	PLANTS REQUIRED	PLANTS PROVIDED
RIGHT-OF-WAY (HIGHWAY 119)	1 TREE / 40 LF	120 LF	3 TREES	3 TREES
NON-RESIDENTIAL LOT	1 TREE / 1000 SF 1 SHRUB / 150 SF	14,927 SF	15 TREES 100 SHRUBS	11 TREES ⁽¹⁾ 140 SHRUBS ⁽¹⁾
PARKING LOT	1 TREE / ISLAND 1 SHRUB / STALL	4 ISLANDS 29 STALLS	4 TREES 29 SHRUBS	3 TREES ⁽¹⁾ 39 SHRUBS ⁽¹⁾
			22 TREES 129 SHRUBS	17 TREES 181 SHRUBS

NOTES

1. SHRUB QUANTITY OVERAGES ARE PROVIDED AS TREE EQUIVALENTS (T.E.'S) TO MAKE UP FOR DEFICIENCIES IN THE TREE REQUIREMENTS DUE TO CONFLICTS WITH UNDERGROUND UTILITIES AND EASEMENT LOCATIONS. THE OVERAGES PROVIDED INCLUDE SHRUBS AND ORNAMENTAL GRASSES CALCULATED AS TEN (10) 5 GALLON SHRUB/ORNAMENTAL GRASS ARE EQUAL TO ONE (1) 2" CALIPER TREE. AN ADDITIONAL 50 SHRUBS HAVE BEEN PROVIDED TO MEET THE TREE PLANTING REQUIREMENT

LANDSCAPE NOTES

IF TRANSFORMERS, GROUND MOUNTED HVAC EQUIPMENT, UTILITY PEDESTALS, ETC. ARE NOT SHOWN ON THE SITE IMPROVEMENT PLAN, ADDITIONAL LANDSCAPING/SCREENING MAY BE REQUIRED BASED UPON FIELD CONDITIONS DISCOVERED VIA THE SITE INSPECTION BY STAFF, MADE PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY, OR FINAL INSPECTION AS APPLICABLE.

IRRIGATION NOTES

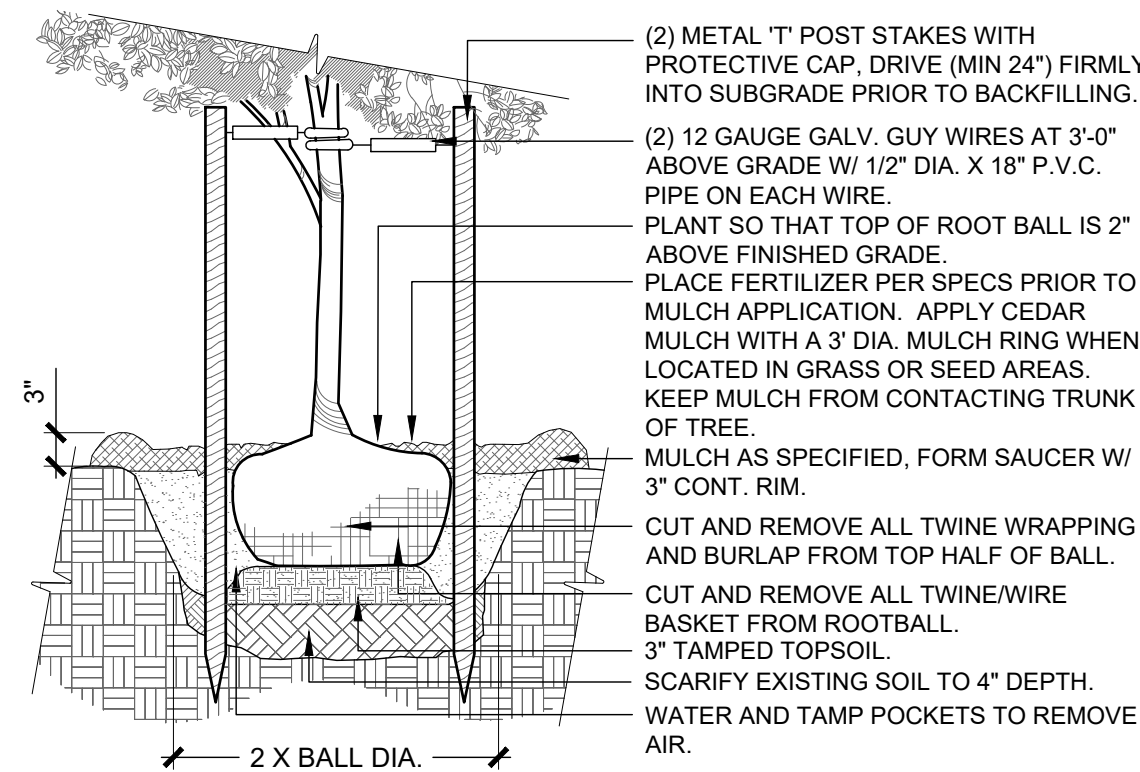
LANDSCAPE AREAS SHALL BE IRRIGATED WITH AND AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH INDIVIDUAL ZONES FOR TURF AND NON-TURF AREAS. SYSTEM MUST INCLUDE A MOISTURE DETECTION DEVICE TO PREVENT OPERATION DURING RAINY PERIODS. TURF AREAS SHALL BE IRRIGATED WITH AN AUTOMATIC POP-UP IRRIGATION SYSTEM. PLANTING BEDS SHALL HAVE DRIP IRRIGATION.

MAINTENANCE NOTE

LANDSCAPING SHALL BE PLANTED AND MAINTAINED IN A NEAT, CLEAN AND HEALTHY CONDITION BY THE OWNER. THIS SHALL INCLUDE PROPER PRUNING, MOWING AND AERATION OF LAWNS, REPLACEMENT OF MULCH, WEEDING, REMOVAL OF LITTER AND THE REGULAR WATERING OF ALL PLANTINGS. IRRIGATION SHALL BE MAINTAINED TO MINIMIZE WATER CONSUMPTION. SHOULD ANY PLANT MATERIAL DIE, THE OWNER, SUCCESSOR, OR ASSIGNS SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF PLANT(S) WITHIN ONE PLANTING SEASON. REPLACEMENT OF PLANT MATERIALS SHALL OCCUR AT THE FOLLOWING RATE.

PLANT REPLACEMENT CHART

PLANT REPLACEMENT WITHIN		
TYPE	1 YEAR	2+ YEARS
TREE - DECIDUOUS	INCREASE CALIPER BY 1"	INCREASE CALIPER BY 1.5"
TREE - CONIFEROUS	INCREASE HEIGHT BY 1.5'	INCREASE HEIGHT BY 2'
SHRUB	REPLACE WITH PLANTS OF AT LEAST ½ MATURE SIZE	REPLACE WITH PLANTS OF AT LEAST ½ MATURE SIZE

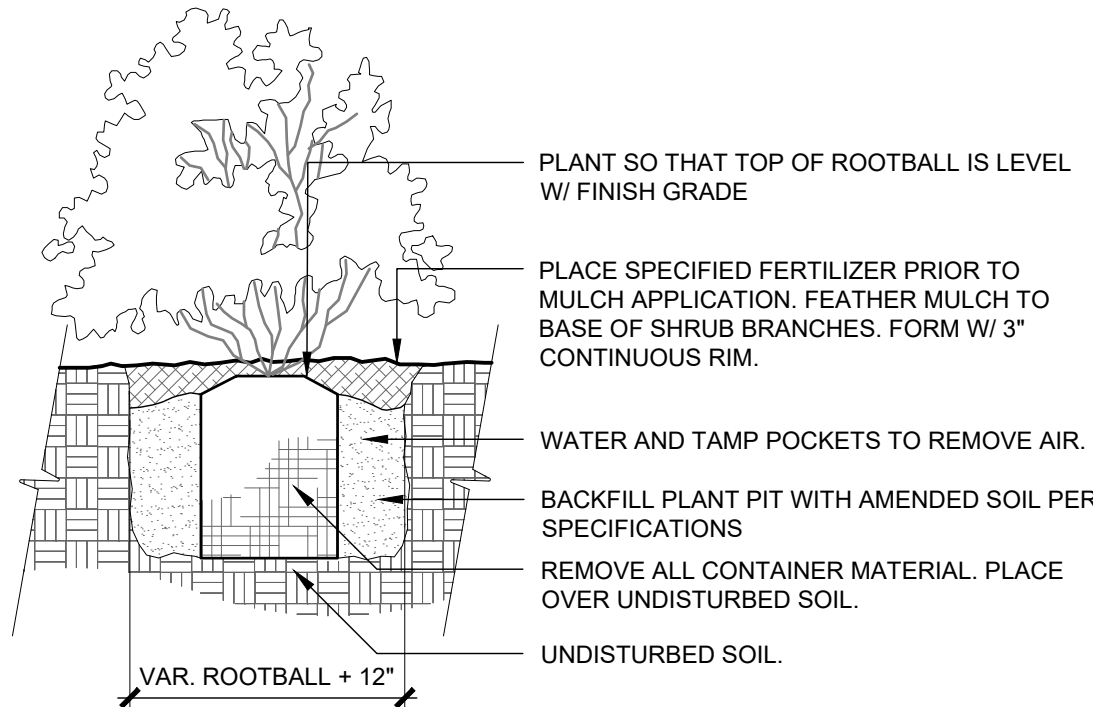


- NOTES:
1. DO NOT CUT LEADER. PRUNE ALL DAMAGED OR DEAD WOOD AFTER PLANTING, STAKING & MULCHING.
2. KEEP CROWN SHAPE TYPICAL OF SPECIES.
3. REMOVE ALL PLANTING LABELS AFTER FINAL ACCEPTANCE BY LANDSCAPE ARCHITECT.
4. REFER TO PLANTING SPECIFICATIONS FOR FULL DESCRIPTION OF INSTALLATION PROCEDURES TO BE FOLLOWED.

1 DECIDUOUS TREE

1/2" = 1'-0"

329300-02

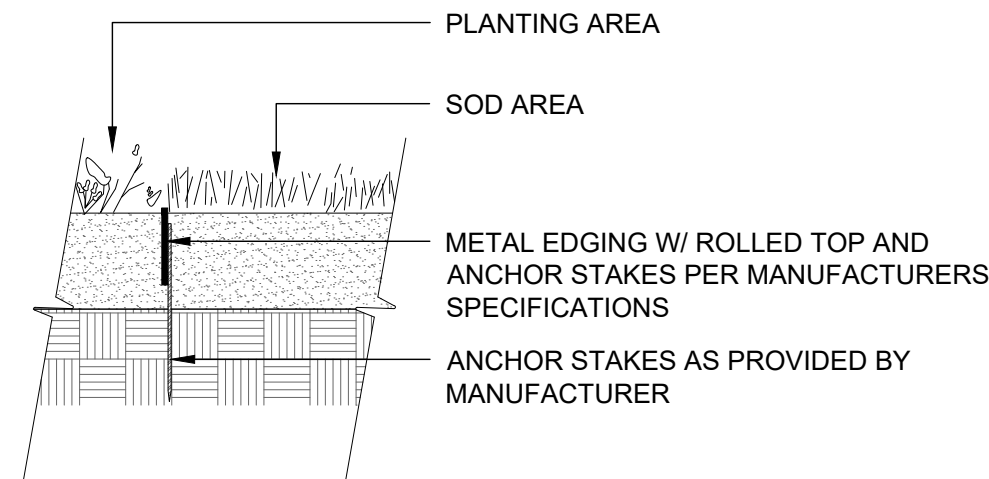


- NOTES:
1. DO NOT CUT LEADER. PRUNE ALL DAMAGED OR DEAD WOOD AFTER PLANTING, STAKING & MULCHING.
2. KEEP CROWN SHAPE TYPICAL OF SPECIES.
3. REMOVE ALL PLANTING LABELS AFTER FINAL ACCEPTANCE BY LANDSCAPE ARCHITECT.
4. REFER TO PLANTING SPECIFICATIONS FOR FULL DESCRIPTION OF INSTALLATION PROCEDURES TO BE FOLLOWED.

2 SHRUB / ORNAMENTAL GRASS PLANTING

1 1/2" = 1'-0"

329300-05



3 LANDSCAPE EDGING

3/4" = 1'-0"

329300-07

PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
ACJR	2	ACER X FREEMANII 'JEFFSRED'	AUTUMN BLAZE MAPLE	B & B	2"	CAL
GLSK	3	GLEDITSIA INERMIS 'SKYLINE'	SKYLINE HONEYLOCUST	B & B	2"	CAL
QUBU	3	QUERCUS BUCKLEYI	TEXAS RED OAK	B & B	2"	CAL
ULAC	2	ULMUS X 'ACCOLADE'	ACCOLADE ELM	B & B	2"	CAL
EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
PINI	5	PINUS NIGRA	AUSTRIAN PINE	B & B	6-8'	
PIOG	2	PINUS NIGRA 'OREGON GREEN'	OREGON GREEN AUSTRIAN PINE	B & B	6-8'	
DECIDUOUS SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT		
AMGR	2	AMELANCHIER X 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	5 GAL		
COSE	27	CORNUS SERICEA 'BAILEY'	RED TWIG DOGWOOD	5 GAL		
PEAT	5	PEROVSKIA ATRIPICIFOLIA	RUSSIAN SAGE	5 GAL		
PHOM	8	PHYSOCARPUS OPULIFOLIUS 'MONIO'	DIABLO NINEBARK	5 GAL		
PRPB	5	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY	5 GAL		
RHAR	5	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL		
SFTF	5	SPIRAEA FRITSCHIANA	FRITCH SPIREA	5 GAL		
SYHA	9	SYMPHORICARPOS X CHENAULTII 'HANCOCK'	HANCOCK CORALBERRY	5 GAL		
SYVU	6	SYRINGA VULGARIS	COMMON PURPLE LILAC	5 GAL		
VIMM	3	VIBURNUM BUREJAETICUM 'P017S'	MINI MAN VIBURNUM	5 GAL		
EVERGREEN SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT		
JUBU	24	JUNIPERUS SABINA 'BUFFALO'	BUFFALO JUNIPER	5 GAL		
JUCC	6	JUNIPERUS SABINA 'MONNA'	CALGARY CARPET JUNIPER	5 GAL		
PIRH	2	PICEA PUNGENS 'RH MONTGOMERY'	RH MONTGOMERY SPRUCE	5 GAL		
PIGL	1	PICEA PUNGENS 'GLOBOSA'	GLOBE SPRUCE	5 GAL		
PIMS	10	PINUS MUGO 'SLOWMOUND'	SLOWMOUND MUGO PINE	5 GAL		
THEM	3	THUJA OCCIDENTALIS 'EMERALD'	EMERALD ARBORVITAE	5 GAL		
ORNAMENTAL GRASS	QTY	BOTANICAL NAME	COMMON NAME	CONT		
CAKF	12	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	5 GAL		
MIGR	29	MISCANTHUS SINENSIS 'GRACILLIMUS'	MAIDEN GRASS	5 GAL		
MIST	19	MISCANTHUS SINENSIS 'STRICTUS'	ZEBRA GRASS	5 GAL		

SIZE NOTE: ALL PLANT MATERIAL SHALL MEET OR EXCEED CURRENT AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1 AND THE COLORADO NURSERY ACT AND ACCOMPANYING RULES AND REGULATIONS.

NATIVE SEED MIX

BOTANICAL NAME	COMMON NAME	VARIETY	PLS LBS / ACRE
PASCOPIRUM SMITHII	WESTERN WHEATGRASS	ARRIBA OR ROSANA	7.0
AGROPYRON CRISTATUM	CRESTED WHEATGRASS	EPHRIM	4.0
ELYMUS LANCEOLATUS	STREAMBANK WHEATGRASS	SODAR	4.0
BOUTELOUA CURTIPENDULA	SIDE-OATS GRAMA	BUTTE, NINER OR EL RENO	2.0
BOUTELOUA GRACILIS	BLUE GRAMA	LOVINGTON, ALMA, NATIVE OR HACHITA	5.0
BOUTELOUA DACTYLOIDES	BUFFALOGRASS	NATIVE, BISON OR TEXOKA	3.0
SPOROBOLIS CRYPTANDRUS	SAND DROPSEED	COMMON	1.0
LOELERIA MACRANTHA	PRAIRIE JUNEGRASS	COMMON	3.0
FESTUCA BREVIPILA	HARD FESCUE	'DURAR'	3.0
SEEDING RATE POUNDS PLS/ACRE			32.0

COBBLESTONE FIRESTONE
LANDSCAPE NOTES & DETAILS

NAME OF APPLICATION:	COBBLESTONE FIRESTONE
TYPE OF SUBMITTAL:	FDP
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 28, 2022
REVISION DATE:	JANUARY 27, 2023
REVISION DATE:	APRIL 12, 2023
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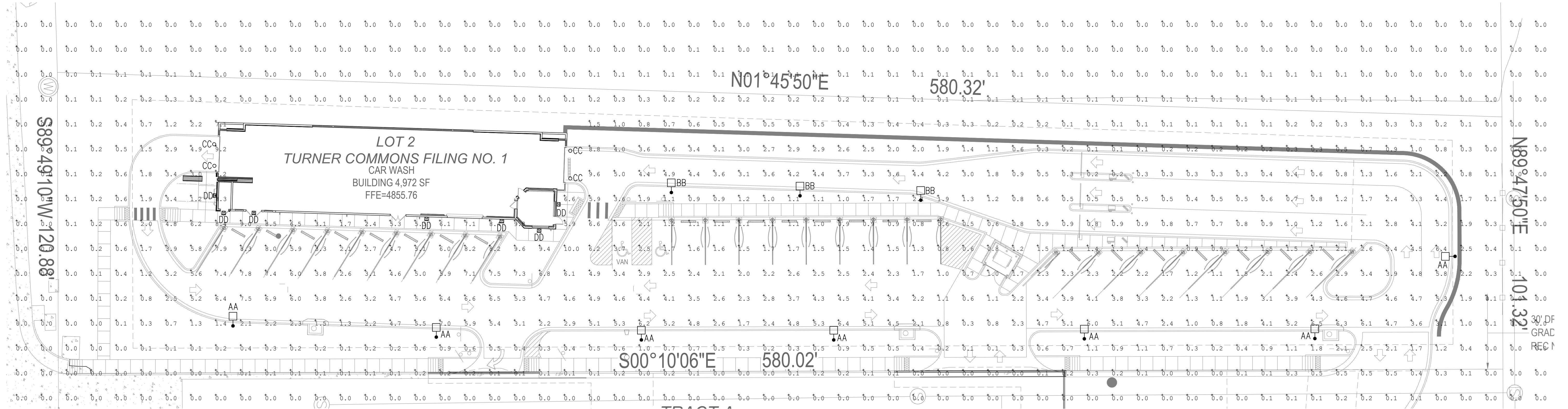
SHEET 10 OF 13



SEPTEMBER 20, 2023
LANDSCAPE NOTES & DETAILS

SHEET 10 OF 13

FINAL DEVELOPMENT PLAN
COBBLESTONE FIRESTONE
LOT 2, TURNER COMMONS FILING NO 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
FDP-22-045

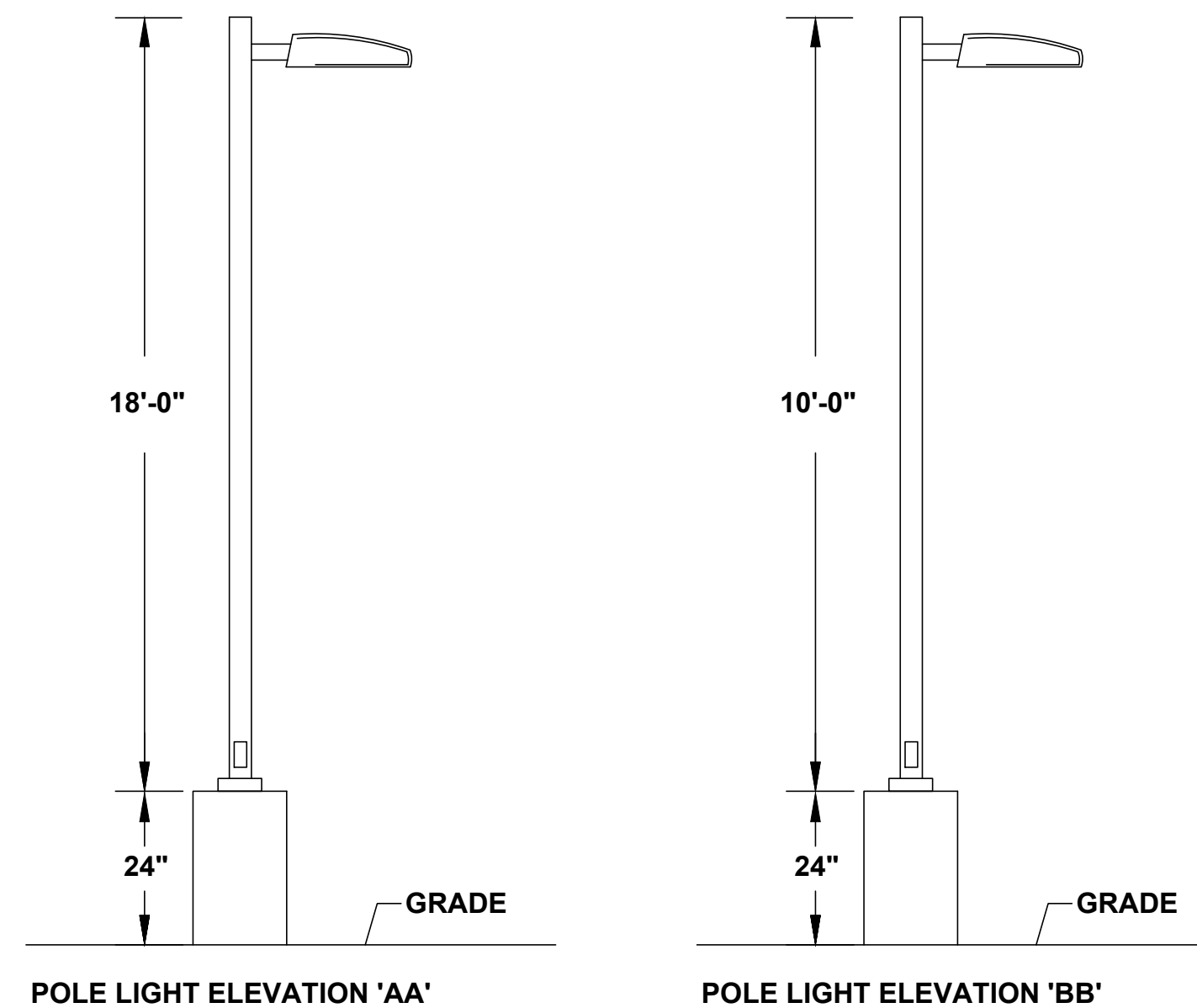


1 PHOTOMETRIC PLAN
11 1" = 20'

Luminaire Schedule								
Symbol	Qty	Label	Lum. Watts	Lum. Lumens	LLF	M.H.	COLOR	Catalog
●	7	AA	108	11629	1.000	20'-0"	BLACK	COOPER - GALN-SA2C-740-U-SL4-HSS
●	3	BB	216	4041	1.000	12'-0"	BLACK	COOPER - GAN-SA1A-740-U-T4FT-HSS
■	7	CC	66.1	5514	1.000	11'-0"	BLACK	COOPER - ENT-SA1F-740-U-T4FT-HSS
○	4	DD	20.8	2687	1.000	12'-0"	ALZAK	COOPER - LD6B20D010 EU6B10208040 6LBSLI1

*ALL LIGHT FIXTURES SPECIFIED ARE FULL-CUT OFF.

Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Site	Fc	1.22	9.8	0.0	0.0	0.0



COBBLESTONE FIRESTONE	
VEHICLE TURNING	
NAME OF APPLICATION:	COBBLESTONE FIRESTONE
TYPE OF SUBMITTAL:	FDP
FILING NUMBER:	N/A
PHASE NUMBER:	N/A
PREPARATION DATE:	SEPTEMBER 28, 2022
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REVISION DATE:	OCTOBER 13, 2023

SHEET 13 OF 13



1/30/2023 1:29:05 PM C:\Users\saa\material\Documents\2202.27 C99 Cobblestone Firestone CENTRAL_saalmaterial.rvt

1 **TYPE 'AA' - COOPER - GALN-SA2C-740-U-SL4-HSS**
12 NTS **FULL CUT-OFF**

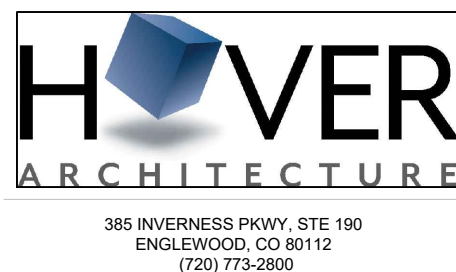
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12 NTS FULL CUT-OFF

3 TYPE 'CC' -COOPER - ENT-SA1F-740-U-T4FT-HSS
12 NTS FULL CUT-OFF

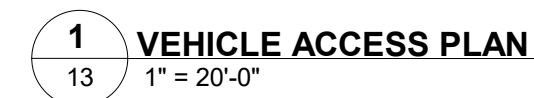
4 TYPE 'DD' - COOPER - LD6B20D010 EU6B10208040 6LBSLI1
12 NTS FULL CUT-OFF

SHEET 13 OF 13

SHEET 12 OF 13



LOT 2, TURNER COMMONS FILING NO 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
FDP-22-045



COBBLESTONE FIRESTONE	
VEHICLE TURNING	
NAME OF APPLICATION:	COBBLESTONE FIRESTONE
TYPE OF SUBMITTAL:	FDP
FILE NUMBER:	N/A
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SHEET 13 OF 13	

FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC-23-09

A RESOLUTION OF THE FIRESTONE PLANNING AND ZONING COMMISSION RECOMMENDING APPROVAL WITH CONDITIONS OF A SPECIAL REVIEW USE APPLICATION TO OPERATE COBBLESTONE CARWASH FACILITIES ON REAL PROPERTY LOCATED ON LOT 2, TURNER COMMONS, IN SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., WITHIN THE TOWN OF FIRESTONE AND AN ACCOMPANYING SITE PLAN PERTAINING THERETO

WHEREAS, Cobblestone Car Wash (“Applicant”), on behalf of QuikTrip Corporation, who is the owner of certain real property located in the Town of Firestone, having a legal description of Lot 2, Turner Commons, located in the Southeast Quarter of Section 3, Township 2 North, Range 68 West of the 6th P.M. (“Property”), has submitted an application for Special Review Use to construct and operate a new car wash, including 4,972 SF building and associated vacuums and parking, to be known as the “Cobblestone Car Wash” on the Property, and an accompanying Final Development Plan application in connection with such proposed Special Review Use (collectively, the “Application”); and

WHEREAS, the Firestone Planning and Zoning Commission has conducted a public hearing on the Application and has considered all the evidence presented at the public hearing, the relevant standards to accommodate carwash facilities set forth in the special review use criteria in Step 9, Section 16.7.11.C of the Code; and

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

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

1. That the Firestone Planning and Zoning Commission recommends approval of the Application, with the following conditions:
 - a. All minor, technical corrections to the Facility Special Review Use/Final Development Plan application materials shall be made to the Town’s satisfaction.
 - b. The materials labeled as CMU-2 and CMU-4 on the elevations be changed to a non-smooth-face finish.
 - c. Prior to the commencement of any work within Town limits, the Applicant, including contractors and sub-contractors, shall obtain from the Town all necessary contractor’s licenses.
 - d. Prior to the commencement of any site work, the Applicant shall obtain from the Town all necessary permits, including but not limited to, stormwater, access,

overweight vehicle, and building permits, and shall pay all required fees in connection therewith.

- e. Prior to the commencement of any site work, the Firelight Park Minor Subdivision Plat shall be recorded.

PASSED AND ADOPTED this 2nd day of October, 2023.

ATTEST:

M. Carranco

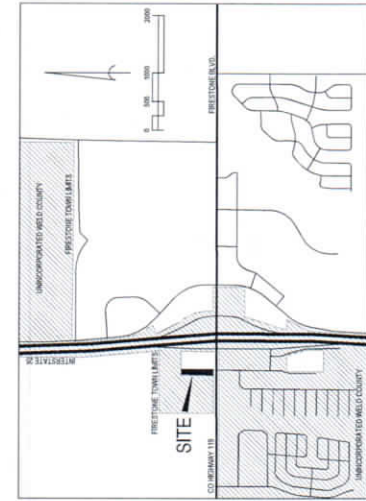
Missy Carranco, Deputy Town Clerk

[Signature]
Chairperson



EXHIBIT A
Final Development Plan

FINAL DEVELOPMENT PLAN
COBBLESTONE FIRESTONE
LOT 2, TURNER COMMONS FILING NO. 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
FDP-22-045



LEGAL DESCRIPTION

LOT 2, TURNER COMMONS FILING NO. 1, COUNTY OF WELD, STATE OF COLORADO,
SAID LOT CONTAINS 1.48 ACRES, MORE OR LESS.

APPROVAL BLOCK

APPROVED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO THIS _____ DAY OF _____, 20____

BY RESOLUTION NO. _____

MAYOR _____ ATTEST: TOWN CLERK _____

ACCEPTANCE BLOCK AND NOTARY

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

OWNER _____

STATE OF COLORADO } SS
COUNTY OF WELD }

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

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

SHEET INDEX

- 1 COVER SHEET
- 2 PRELIMINARY
- 3 SITE PLAN
- 4 PRELIMINARY
- 5 PRELIMINARY
- 6 PRELIMINARY
- 7 PRELIMINARY
- 8 PRELIMINARY
- 9 PRELIMINARY
- 10 PRELIMINARY
- 11 PRELIMINARY
- 12 PRELIMINARY

LAND USE TABLE

LOT SIZE	SQUARE FEET	ACRES
	64,460 SF	1.4799 AC
LAND USE	PROPOSED USE	ZONE/DISTRICT
	CAR WASH	PLU D/C
BUILDING HEIGHT	ALLOWED	ACTUAL
	40'	32'
BUILDING FOOTPRINT	AREA	PERCENTAGE
	4,972 SF	7.7%
PAVEMENT AND SIDEWALK COVERAGE	AREA	PERCENTAGE
	36,910 SF	57.3%
LANDSCAPE COVERAGE	AREA	PERCENTAGE
	23,547 SF	36.6%
PROPOSED GROSS FLOOR AREA	4,972 SF	

BENCHMARK

NAVD 1983 BASED ON THE CITY OF LONGMONT BENCHMARK (N11 ELEVATION = 4827.51 (NAVD 1983))

BASIS OF BEARING

THE EAST LINE OF THE PART OF TURNER COMMONS FILING NO. 1 BEARS S07°04'00" E 363.50' S AND IN A T
MONUMENTED BY A 4" REBAR & YELLOW CAP ON THE NORTH AND A 4" REBAR ON THE SOUTH.

WATER METER TABLE

QUANTITY	SIZE	TYPE
1	2"	COMMERCIAL
0	-	IRRIGATION

DEVELOPER

COBBLESTONE FIRESTONE
1405 14TH AVE. N.
SCOTTSDALE, AZ 85257
(480) 344-0000
MUCHAMBA@COBBLESTONE.COM

CIVIL ENGINEER

PERCEPTION DESIGN GROUP, INC.
1405 14TH AVE. N.
SCOTTSDALE, AZ 85257
(480) 344-0000
JANUSCH@PERCEPTIONDESIGNGROUP.COM

ELECTRICAL ENGINEER

3 CONSULTING ENGINEERS
1405 14TH AVE. N.
SCOTTSDALE, AZ 85257
(480) 344-0000
C@3CONSULTINGENGINEERS.COM

LANDSCAPE ARCHITECT

EVANSON DESIGN
1405 14TH AVE. N.
SCOTTSDALE, AZ 85257
(480) 344-0000
C@EVANSONDESIGN.COM

ARCHITECT

HOUSER ARCHITECTURE
1405 14TH AVE. N.
SCOTTSDALE, AZ 85257
(480) 344-0000
P@HOUSERARCHITECTURE.COM

SURVEYOR

GILLMAN LAND CONSULTANTS
1405 14TH AVE. N.
SCOTTSDALE, AZ 85257
(480) 344-0000
P@GILLMANLANDCONSULTANTS.COM

FINAL DEVELOPMENT PLAN
COBBLESTONE FIRESTONE
LOT 2, TURNER COMMONS FILING NO 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
FDP-22-045

PROJECT CONCEPT
LOT 2 OF TURNER COMMONS FILING NUMBER 1 IS A VACANT PROPERTY AT 30791 HIGHWAY 110. THE PURPOSE OF THIS DEVELOPMENT PLAN IS TO DETERMINE IMPROVEMENTS ASSOCIATED WITH A NEW 4,072 SF CAR WASH BUILDING WITH LANDSCAPE, UTILITY, AND UTILITIES.

ENVIRONMENTAL IMPACT MITIGATION
THERE IS NO EVIDENCE OF RECORDED ENVIRONMENTAL CONCERNS OR CONVICTIONS WITH THIS SITE. THE PHASE 1 ENVIRONMENTAL ASSESSMENT REPORT DATED MARCH 28, 2022, HAS IDENTIFIED NO ENVIRONMENTAL CONCERNS. THE CURRENT "RECORDED ENVIRONMENTAL CONDITIONS" AS DEFINED BY ASTM D2013.3 THAT WARRANT ADDITIONAL ASSESSMENT OR INVESTIGATION ARE: ENVIRONMENTAL SITE ASSESSMENT REPORT PREPARED BY WWD ENGINEERING AND DATED MARCH 28, 2022.

PRIVATE MAINTENANCE, CONTROLS AND ENFORCEMENT
THE LOT OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE IMPROVEMENTS WITHIN THE PROPERTY.
OPEN SPACE & LANDSCAPE
THE COBBLESTONE CAR WASH UTILITY WILL BE LANDSCAPED AS ILLUSTRATED IN THE FINAL DEVELOPMENT PLAN. LANDSCAPE MATERIALS AND DESIGN WILL CONFORM TO THE THEME ESTABLISHED FOR THE OVERALL CENTER.

THE ON-SITE LANDSCAPING WILL BE MAINTAINED BY THE PROPERTY OWNER TO BE CONSISTENT WITH THE FDP.
A.D.A COMPLIANCE
THIS FINAL DEVELOPMENT PLAN HAS BEEN DESIGNED TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT.

DRAINAGE
REFER TO THE PHASE 1 DRAINAGE REPORT PREPARED BY PERCEPTION DESIGN GROUP, INC. DATED SEPTEMBER 29, 2022, WHICH IS FILED WITH THIS FINAL DEVELOPMENT PLAN FOR A DESCRIPTION OF THE STORM DRAINAGE FOR THIS DEVELOPMENT PLAN. SITE DETENTION AND WATER QUALITY WILL BE PROVIDED IN AN EXPANDED 15' X 40' LOADED LOCALIZED LOW POINTS FOR COLLECTION IN AN UNDERGROUND STORM DRAINAGE SYSTEM FOR CONVEYANCE TO THE DETENTION POND.

PARKING
PROVIDED USE
REQUIRED PARKING RATIO
A.D.A ACCESSIBLE SPACES PROVIDED
STANDARD SPACES PROVIDED
PARKING SPACES REQUIRED
5 - STACKING

UTILITIES
THE FOLLOWING IS A GENERAL DESCRIPTION OF THE UTILITY SYSTEMS AND PUBLIC SERVICES INTENDED TO SERVE THE PROJECT. THE FOLLOWING ENTITIES WOULD PROVIDE THE FOLLOWING SERVICES:
POTABLE WATER
SEWER
ST. JAMES SANITATION DISTRICT
ELECTRIC
TELEPHONE
CENTURY LINK
MAIN PUBLIC UTILITY LINES FOR WATER, SANITARY, STORM WATER, ELECTRIC, AND GAS SERVICES ARE AVAILABLE IN ADJACENT STREETS.

ARCHITECTURE
SINGLE STORY EXPRESS CAR WASH CONSTRUCTED WITH MASONRY, STUCCO, AND METAL PANEL.
SIGN PROGRAM
PROPOSED BUILDING AND MONUMENT SIGNAGE SHALL BE IN ACCORDANCE WITH TOWN OF FIRESTONE REGULATIONS.
BUILDING HEIGHT
THE BUILDING HEIGHT IS 32' 4" AS SHOWN ON THE ELEVATION SHEET.
SETBACKS
PRINCIPAL BUILDING SETBACKS ARE:
FRONT 50'
SIDE 10'
REAR 20'

DEVELOPMENT SCHEDULE
APPROXIMATE COMPLETION DATE: MARCH 1, 2022
APPROXIMATE COMPLETION DATE: AUGUST 1, 2022
CIRCULATION SYSTEMS
ACCESS TO THE CAR WASH ON THE SITE IS AN SHEET IS FROM AN EXISTING ACCESS ROAD OFF HIGHWAY 110. THREE NEW ACCESS PLANTS ARE PROPOSED OFF THIS ACCESS ROAD. NO NEW ACCESS IS PROPOSED OFF HIGHWAY 110.

HOURS OF OPERATION
THE HOURS OF OPERATION OF THIS STORE WILL BE 8AM TO 10PM DAILY.
BUILDING ADDRESS
30791 HIGHWAY 110 FIRESTONE, COLORADO 80604

WATER DEDICATION
WATER DEDICATION WAS DETERMINED BASED ON INFORMATION PROVIDED BY THE APPLICANT. THE TOTAL AMOUNT OF CWT WATER TO BE DEDICATED TO THE TOWN WAS CALCULATED BASED ON IRRIGATED LANDSCAPE AREA AND ESTIMATED DOMESTIC DEMAND. THE TOWN SHALL AT ALL TIMES HAVE THE RIGHT TO REQUIRE ADDITIONAL WATER DEDICATION IF THE APPLICANT'S DEMAND EXCEEDS THE TOWN'S SUPPLY. THE TOWN SHALL PROVIDE THE WATER WITHIN 30 DAYS OF WRITTEN NOTICE BY THE TOWN. THE ADDITIONAL DEDICATION SHALL BE BASED ON THE TOWN'S THEN CURRENT WATER DEDICATION POLICIES.
THE TOWN OF FIRESTONE HAS DETERMINED THE REQUIRED CWT DEDICATION TO BE:
X SHARES

A TOTAL OF ONE (1) SHARE SHALL BE TRANSFERRED TO THE TOWN OR CASH IN LIEU OF PAYMENT MADE PRIOR TO REDEVELOPMENT OF THE FINAL DEVELOPMENT PLAN.

ZONING AND ALLOWED USES
SITE IS ZONED PUD-PC.
CAR WASH IS A USE ALLOWED WITH SPECIAL REVIEW USE.

COBBLESTONE FIRESTONE	
COBBLESTONE FIRESTONE	
NAME OF APPLICANT	COBBLESTONE FIRESTONE
TYPE OF SUBMITTAL	FDP
PERMIT NUMBER	NA
PREPARED BY	NA
PREPARATION DATE	SEPTEMBER 28, 2022
REVISION DATE	JANUARY 20, 2023
REVISION DATE	APRIL 12, 2023
REVISION DATE	SEPTEMBER 28, 2023
REVISION DATE	SEPTEMBER 28, 2023
REVISION DATE	OCTOBER 12, 2023
SHEET 2 OF 11	

FINAL DEVELOPMENT PLAN COBBLESTONE FIRESTONE LOT 2, TURNER COMMONS FILING NO. 1, TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO FDP-22-045

REC NO. 3361152
OWNER: KARMA, LLC

LEGEND



REC NO. 4807534
OWNER: FOAMER
HOLDING COMPANY

TYPICAL WALL SECTION
NOT TO SCALE

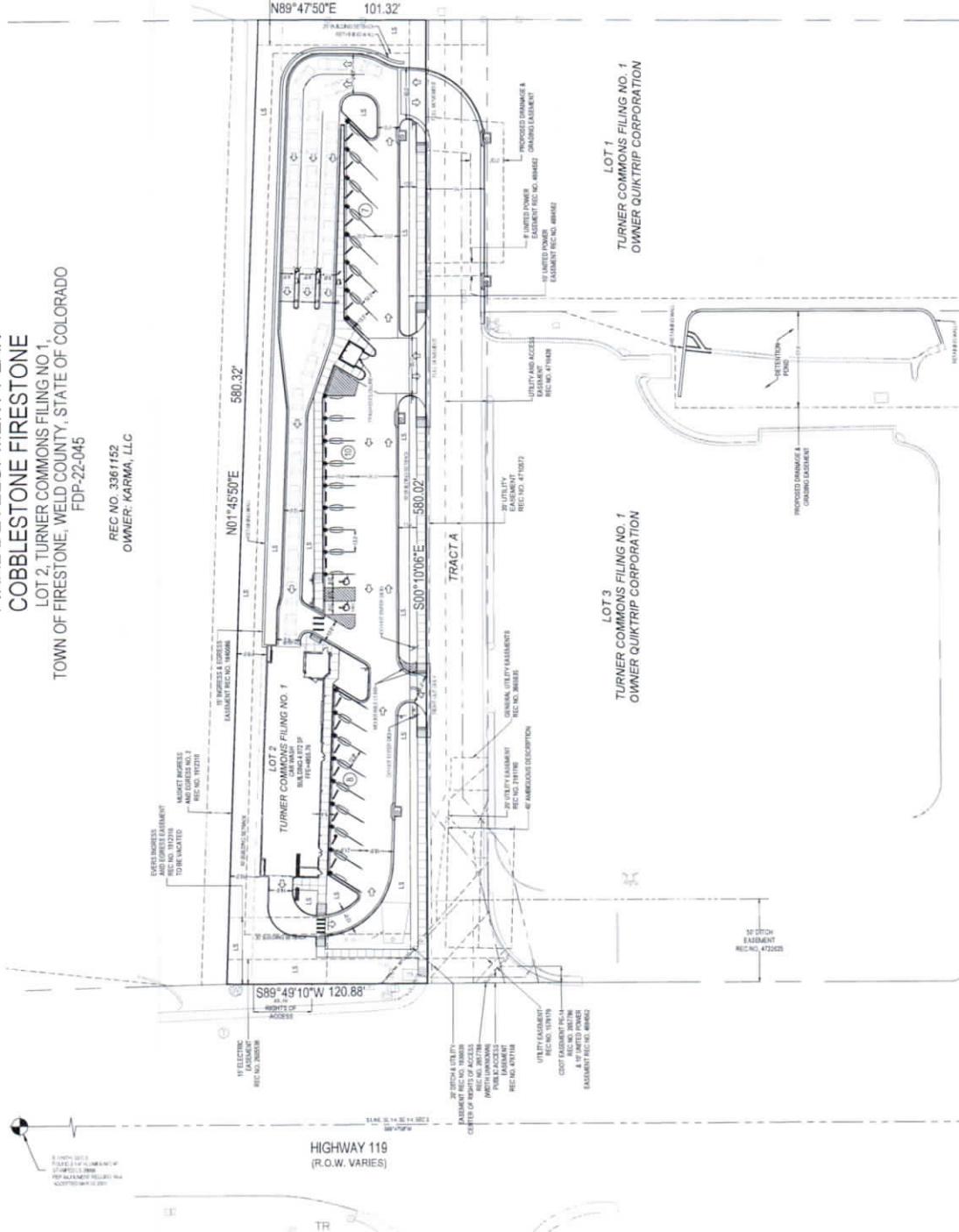


COBBLESTONE FIRESTONE	
NAME OF APPLICANT	FOAMER
TYPE OF SUBMITTAL	FINAL
PROJECT NUMBER	NA
PREPARED DATE	SEPTEMBER 28, 2022
REVISION DATE	JANUARY 25, 2023
REVISION DATE	SEPTEMBER 28, 2023
REVISION DATE	OCTOBER 12, 2023
REVISION DATE	OCTOBER 12, 2023

SHEET 1 OF 11

JANUARY 20, 2023
SITE PLAN
SHEET 3 OF 12

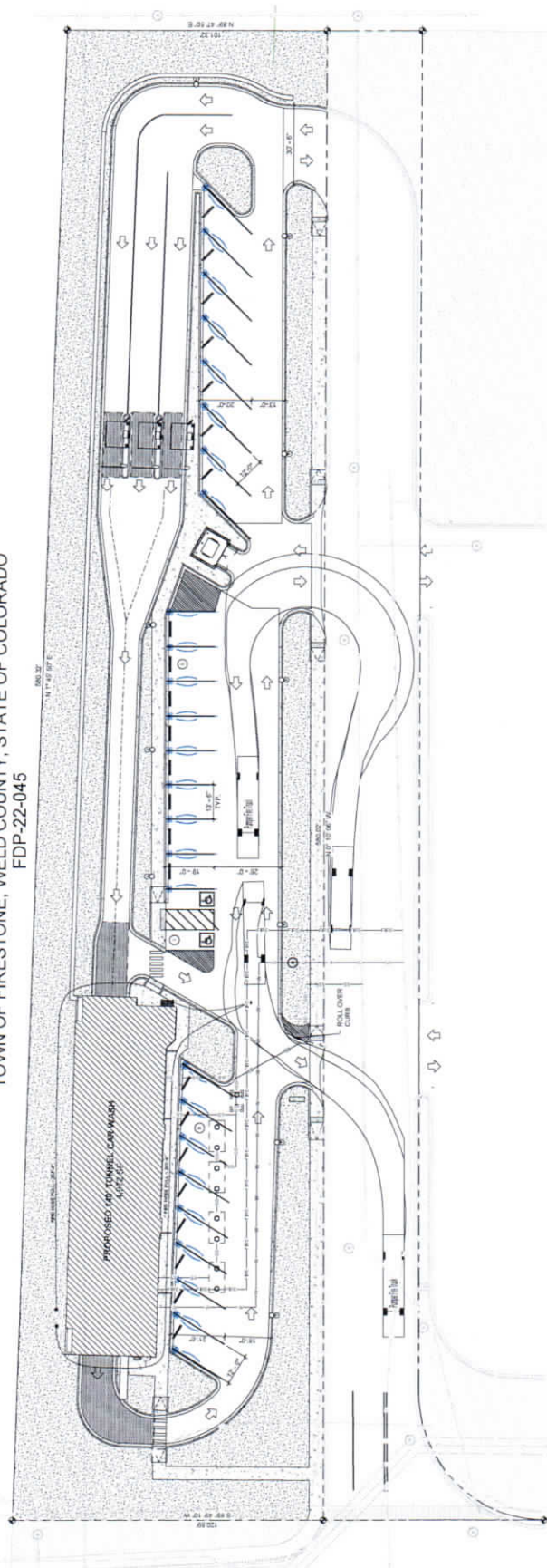
PERCEPTION
DESIGN GROUP, INC.
ONE SOUTH 10TH STREET, SUITE 100, DENVER, COLORADO 80202
PH: 303.733.8888 FAX: 303.733.8889
WWW.PERCEPTIONDESIGN.COM



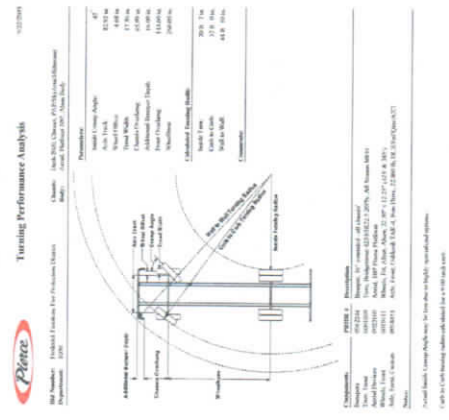
HIGHWAY 119
(R.O.W. VARIES)

FINAL DEVELOPMENT PLAN COBBLESTONE FIRESTONE

LOT 2, TURNER COMMONS FILING NO. 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
FDP-22-045



1 FIRE ACCESS PLAN
1" = 20'-0"



COBBLESTONE FIRESTONE	
FIRE ACCESS PLAN	
NAME OF APPLICATION	COBBLESTONE FIRESTONE
TYPE OF SUBMITTAL	FDP
PROJECT NUMBER	104
DATE OF SUBMITTAL	SEPTEMBER 26, 2023
REVISION DATE	JANUARY 27, 2023
REVISION DATE	APRIL 07, 2023
REVISION DATE	SEPTEMBER 06, 2023
REVISION DATE	SEPTEMBER 22, 2023
REVISION DATE	OCTOBER 13, 2023
SHEET 4 OF 13	



SEPTEMBER 22, 2023
FIRE ACCESS PLAN
SHEET 4 OF 13

FINAL DEVELOPMENT PLAN COBBLESTONE FIRESTONE LOT 2, TURNER COMMONS FILING NO. 1, TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO FDP-22-045

LEGEND

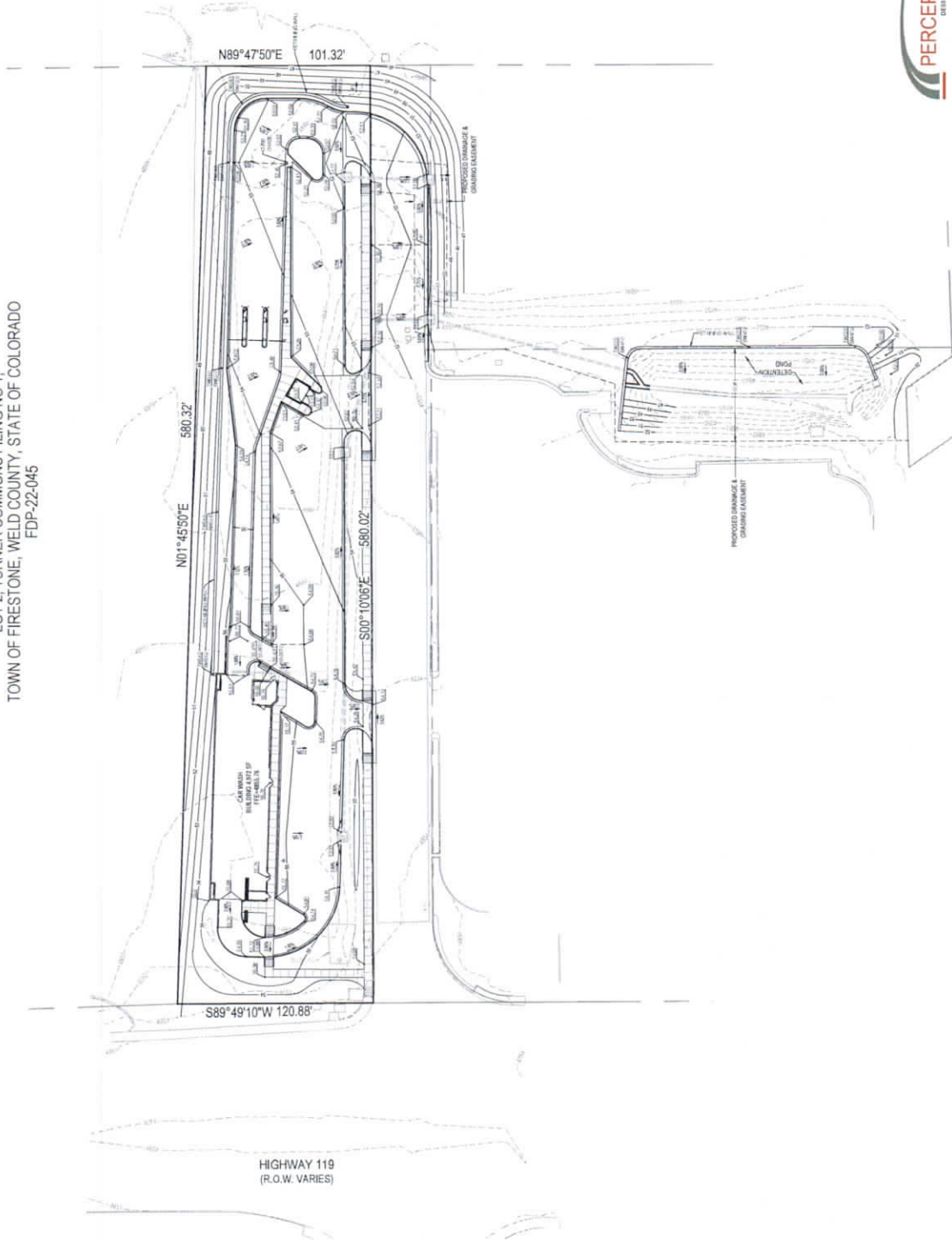
- PRIORITY LINE
- EXISTING CURB AND GUTTER
- CONCRETE CURB
- IMPERMEABLE CONCRETE CURB
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED HIGH POINT
- PROPOSED LOW POINT
- PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- EXISTING CORMER NUMBER WITH MANHOLE
- PROPOSED STORM SEWER MANHOLE AND INLET



COBBLESTONE FIRESTONE	
COVER SHEET	
NAME OF APPLICANT	COBBLESTONE FIRESTONE
TYPE OF SUBMITTAL	FDP
PERMIT NUMBER	NA
PREPARED BY	NA
PREPARATION DATE	SEPTEMBER 26, 2022
REVISION DATE	JANUARY 25, 2023
DESIGNED BY	NA
DESIGN DATE	SEPTEMBER 22, 2022
REVISION DATE	OCTOBER 12, 2022
SHEET 5 OF 11	

PERCEPTION
 DESIGN GROUP, INC.
 400 NORTH PARK STREET, SUITE 100, DENVER, COLORADO 80202
 (303) 733-8888
 WWW.PERCCEPTIONGROUP.COM

JANUARY 20, 2023
 GRADING PLAN
 SHEET 5 OF 12



LEGEND

[illegible]

GRAPHIC SCALE



COMPLETION DATE		COVER SHEET	
NAME OF APPLICANT	COMPLETION DATE	TYPE OF SUBMITTAL	COMPLETION DATE
FILE NO. NUMBER		FILE NO. NUMBER	
PROJECT MANAGER		PROJECT MANAGER	
PREPARED DATE	SEPTEMBER 20, 2022	PREPARED DATE	SEPTEMBER 20, 2022
REVISION DATE	JANUARY 10, 2023	REVISION DATE	JANUARY 10, 2023
REVISION DATE	APRIL 12, 2023	REVISION DATE	APRIL 12, 2023
REVISION DATE	SEPTEMBER 06, 2023	REVISION DATE	SEPTEMBER 06, 2023
REVISION DATE	SEPTEMBER 21, 2023	REVISION DATE	SEPTEMBER 21, 2023
REVISION DATE	OCTOBER 12, 2023	REVISION DATE	OCTOBER 12, 2023



PERCEPTION
DESIGN GROUP, INC.

1000 SOUTH RIVER STREET, SUITE 200, LITTLETON, COLORADO 80120
781-441-1000
WWW.PERCPTIONDESIGNGROUP.COM

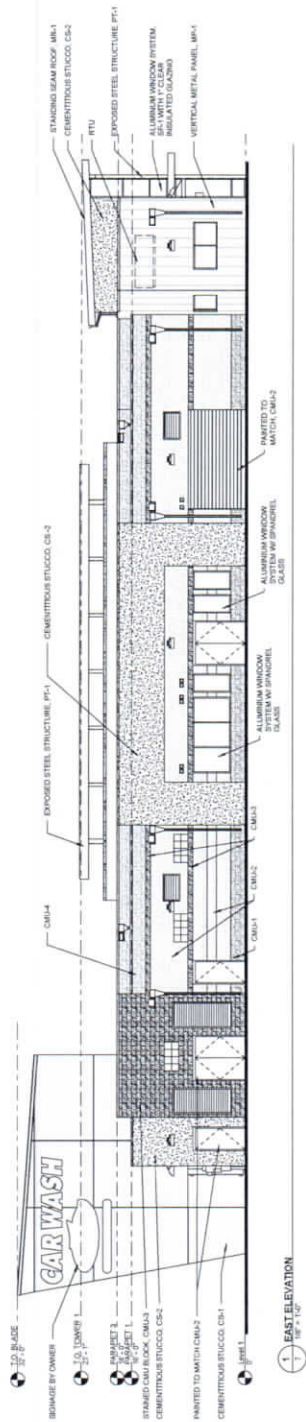
JANUARY 20, 2023

UTILITY PLAN

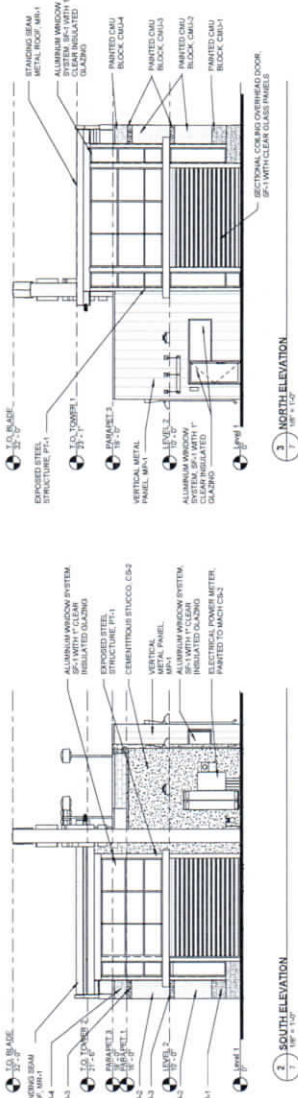
SHEET 6 OF 12

FINAL DEVELOPMENT PLAN
COBBLESTONE FIRESTONE

LOT 2, TURNER COMMONS FILING NO. 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
FDP-22-045

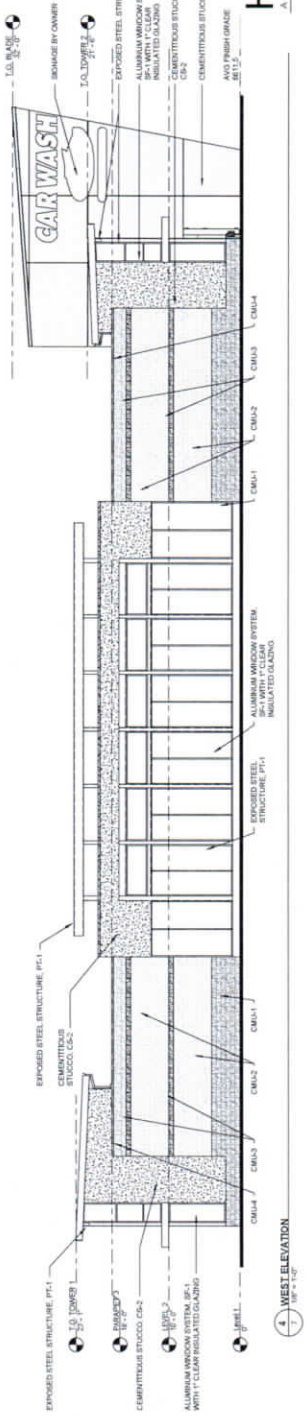


EXTERIOR FINISH SCHEDULE			
REF.	DESCRIPTION	MANUFACTURER	REMARKS
PAINT			
PF-1	PAINT	SHERRILL-WILLIAMS	RED BARN #1011
WALL			
CS-1	CEMENTITIOUS STUCCO	DRYVIT	STUCCO FINISH ON FIN TO RED BARN #1011
CS-2	CEMENTITIOUS STUCCO	DRYVIT	STUCCO FINISH ON EQUIVALENT TO COBBLESTONE
CMU-1	CMU BLOCK	INSULTEC	8" IF NORMAL, BENJAMIN MOORE SANDPORT TAN HC-26
CMU-2	CMU BLOCK	INSULTEC	8" IF NORMAL, STAINED GREY
CMU-3	CMU BLOCK	INSULTEC	8" IF NORMAL, STAINED CHARCOAL
CMU-4	CMU BLOCK	INSULTEC	8" IF NORMAL, BENJAMIN MOORE PRIMO DUNE, AC-2
MP-1	VERTICAL METAL PANEL	MRCI	8" IF NORMAL, STAINED CHARCOAL PRIMO DUNE, AC-2
ROOFING			
RM-1	METAL ROOF	MRCI	ULTRA-ZEN, RUSTIC RED
RL-1	ROOFING	PRESTONE	8" IF NORMAL, BENJAMIN MOORE PRIMO DUNE, AC-2
WINDOWS			
SW-1	ALUMINUM WINDOW SYSTEM	KANBERG	4" IF CLEAR ANODIZED - CLEAR GLAZING



2 NORTH ELEVATION
1/8" = 1'-0"

2 SOUTH ELEVATION
1/8" = 1'-0"



4 WEST ELEVATION
1/8" = 1'-0"

COBBLESTONE FIRESTONE ELEVATIONS	
NAME OF APPLICATION:	COBBLESTONE FIRESTONE
TYPE OF SUBMITTAL:	FOR
PLANS NUMBER:	10A
PHASE NUMBER:	10A
PREPARED BY DATE:	SEPTEMBER 26, 2023
REVIEWED BY DATE:	SEPTEMBER 26, 2023
APPROVED BY DATE:	SEPTEMBER 26, 2023
REVISIONS:	
REVISION DATE:	SEPTEMBER 26, 2023
REVISION DATE:	SEPTEMBER 26, 2023
REVISION DATE:	SEPTEMBER 26, 2023

SHEET 7 OF 13

SEPTEMBER 22, 2023
ELEVATIONS
SHEET 7 OF 13

HOVER
ARCHITECTURE
HOVER ARCHITECTURE, LLC
1000 10TH AVENUE, SUITE 100
DENVER, CO 80202
303.733.1000

LOT 2, TURNER COMMONS FILING NO 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
FDP-22-045



SHEET 8 OF 13

SEPTEMBER 22, 2023

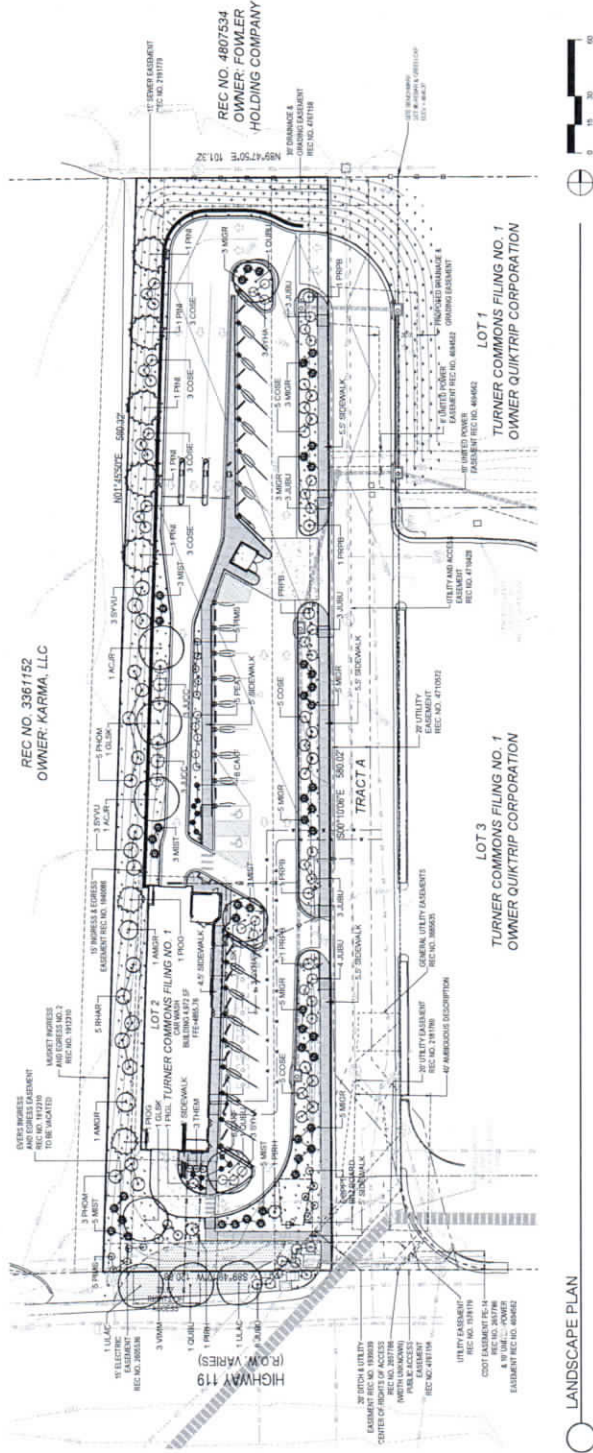
SITE DETAIL C

SITE DETAILS

SHEET 8 OF 13

FINAL DEVELOPMENT PLAN
COBBLESTONE FIRESTONE

LOT 2, TURNER COMMONS FILING NO. 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
FDP-22-045



LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
(Symbol)	DECIDUOUS SHADE TREE	(Symbol)	DECIDUOUS SHRUBS	(Symbol)	CONCRETE PAVING
(Symbol)	EVERGREEN TREE	(Symbol)	EVERGREEN SHRUBS	(Symbol)	ROCK WALL CH
(Symbol)	LANDSCAPE EDGING	(Symbol)	BRICK/CLAY EVERGREEN SHRUBS	(Symbol)	GRASS
		(Symbol)	ORNAMENTAL GRASS	(Symbol)	NATIVE BEED
				(Symbol)	PERENNIAL PLANTATION
				(Symbol)	WETLAND PLANTATION

COBBLESTONE FIRESTONE	
LANDSCAPE PLAN	
NAME OF APPLICATION:	COBBLESTONE FIRESTONE
TYPE OF SUBMITTAL:	POP
DATE OF SUBMITTAL:	11/1/2022
PREPARED BY:	NA
PREPARED DATE:	SEPTEMBER 28, 2022
REVISION DATE:	JANUARY 27, 2023
REVISION DATE:	APRIL 12, 2023
REVISION DATE:	SEPTEMBER 8, 2023
REVISION DATE:	OCTOBER 11, 2023

SHEET 9 OF 13

SEPTEMBER 20, 2023
LANDSCAPE PLAN
SHEET 9 OF 13



LOT 2, TURNER COMMONS FILING NO 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
FDP-22-045

SITE AREA = 64,410 SF
LANDSCAPE AREA = 14,927 SF (23.1%)
TOTAL IRRIGATED AREA = 22,865 SF (INCLUDES ROW)
TOTAL XERIC PLANT IRRIGATED AREA = 20,761 SF

NOTES:
1. SHRUB QUANTITY OVERAGES ARE PROVIDED AS TREE EQUIVALENTS (I.E. 35) TO MAKE UP FOR DEFICIENCIES IN THE TREE REQUIREMENTS DUE TO CONFLICTS WITH UNDERGROUND UTILITIES AND EASEMENT LOCATIONS. THE OVERAGES PROVIDED INCLUDE SHRUBS AND ORNAMENTAL GRASSES CALCULATED AS TEN (10) 1 GALLON SHRUB/EASEMENTAL GRASS ARE EQUAL TO ONE (1) 2" CALIPER TREE. AN ADDITIONAL 50 SHRUBS HAVE BEEN PROVIDED TO MEET THE TREE PLANTING REQUIREMENT.

IF TRANSFORMERS, GROUND MOUNTED HVAC EQUIPMENT, UTILITY PEDESTALS, ETC. ARE NOT SHOWN ON THE SITE IMPROVEMENT PLAN, ADDITIONAL LANDSCAPING/SCREENING MAY BE REQUIRED BASED UPON FIELD CONDITIONS DISCOVERED VIA THE SITE INSPECTION BY STAFF. MADE PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY, OR FINAL INSPECTION AS APPLICABLE.

LANDSCAPE AREAS SHALL BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH INDIVIDUAL ZONES FOR TURF AND NON-TURF AREAS. SYSTEM MUST INCLUDE A MOISTURE DETECTION DEVICE TO PREVENT OPERATION DURING RAINY PERIODS. TURF AREAS SHALL BE IRRIGATED WITH AN AUTOMATIC POP-UP IRRIGATION SYSTEM. PLANTING BEDS SHALL HAVE DRIP IRRIGATION.

LANDSCAPING SHALL BE PLANTED AND MAINTAINED IN A NEAT, CLEAN AND HEALTHY CONDITION BY THE OWNER. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: PROPER PRUNING, MOWING AND AERATION OF LAWN; REPLACEMENT OF MULCH, WEEDING, REMOVAL OF LITTER AND THE REGULAR WATERING OF ALL PLANTINGS. IRRIGATION SHALL BE MAINTAINED TO MINIMIZE WATER CONSUMPTION. SHOULD ANY PLANT MATERIALS DIE, THE OWNER, SUCCESSOR OR ASSIGNEE SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF PLANT(S) WITHIN ONE PLANTING SEASON. REPLACEMENT OF PLANT MATERIALS SHALL OCCUR AT THE FOLLOWING RATE:

TYPE	PLANT REPLACEMENT WITHIN	
	1 YEAR	2+ YEARS
TREE - DECIDUOUS	INCREASE CALIPER BY 1"	INCREASE CALIPER BY 1.5"
TREE - CONIFEROUS	INCREASE HEIGHT BY 1.5	INCREASE HEIGHT BY 2
SHRUB	REPLACE WITH PLANTS OF AT LEAST 1" MATURE SIZE	REPLACE WITH PLANTS OF AT LEAST 1" MATURE SIZE



9293000-02



PHASE 1



1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

SHEET 10 OF 13

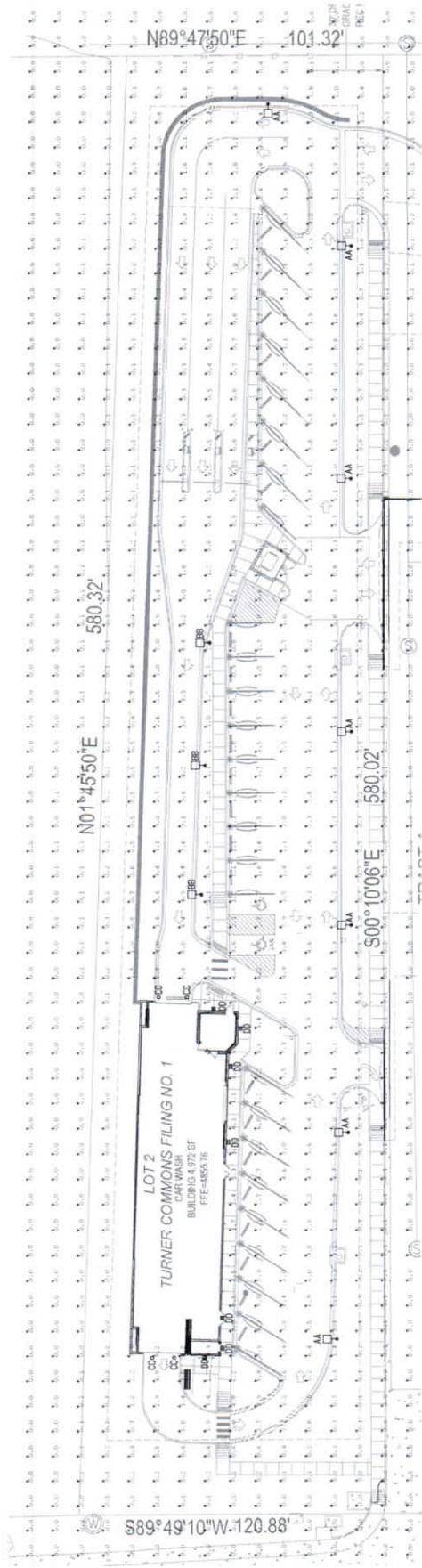
3416 S. COWELL BLVD. UNIT 32 • 2ND
LITTLETON, CO 80120
303.883.3278

DESIGN GROUP INC.

THE PAPERBACKS FROM THE NEW
PUBLISHED CO-OP

FINAL DEVELOPMENT PLAN COBBLESTONE FIRESTONE

LOT 2, TURNER COMMONS FILING NO 1,
FIRESTONE, WELD COUNTY, STATE OF CO
FDP-22-045

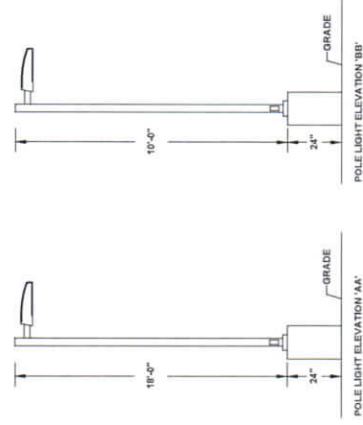


1 PHOTOMETRIC PLAN
1:1 1" = 20'

Luminaires Schedule	Label	Lum. Watts	Lum. Lumens	ELF	M.I.L.	Color	Catalog
Symbol	SYN						
	AA	108	11629	1,000	20°/6°	BLACK	COOPR - 6AN SIA 740 L 167 H 55
	BB	216	4041	2,000	12°/6°	BLACK	COOPR - 6AN SIA 740 L 167 H 55
	CC	66.1	5514	1,000	11°/6°	BLACK	COOPR - INT SIA 740 L 167 H 55
	DD	20.8	2687	1,000	12°/6°	ALZAK	COOPR - 106R D20010 L 168 H 1020 R40 6 R311

• ALL LIGHT FIXTURES SPECIFIED ARE FULL-CUT OFF.

Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Site	Fe	1.22	9.8	0.0	0.0	0.0



COBBLESTONE FIRESTONE		VEHICLE TURNING	
NAME OF APPLICATION	COBBLESTONE FIRESTONE	FID#	
TYPE OF SUBMITTAL		FILE# NUMBER	
PREPARED DATE		PHASE NUMBER	
REVISION DATE		PREPARATION DATE	SEPTEMBER 28, 2022
REVISION DATE		REVISION DATE	JANUARY 27, 2023
REVISION DATE		REVISION DATE	APRIL 07, 2023
REVISION DATE		REVISION DATE	SEPTEMBER 06, 2023
REVISION DATE		REVISION DATE	SEPTEMBER 22, 2023
REVISION DATE		REVISION DATE	OCTOBER 13, 2023



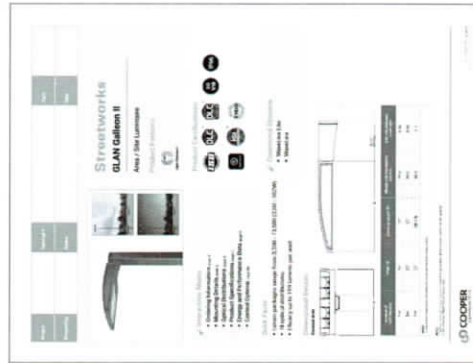
HÖRSING & PARTNER
ARCHITECTURE

HOFFMANNSTRASSE 101 70372 STUTTGART
TELEFON (0714) 35 07 10 FAX (0714) 35 07 11
E-MAIL: info@hoersing-partner.de

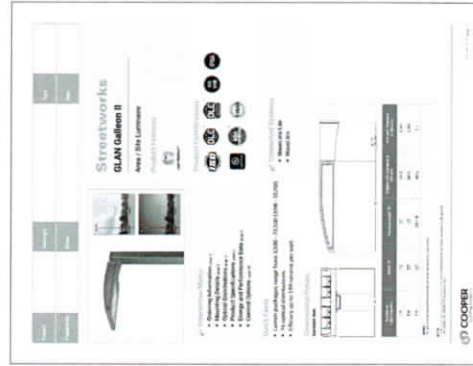
JANUARY 27, 2023
PHOTOMETRIC PLAN
SHEET 11 OF 13

FINAL DEVELOPMENT PLAN COBBLESTONE FIRESTONE

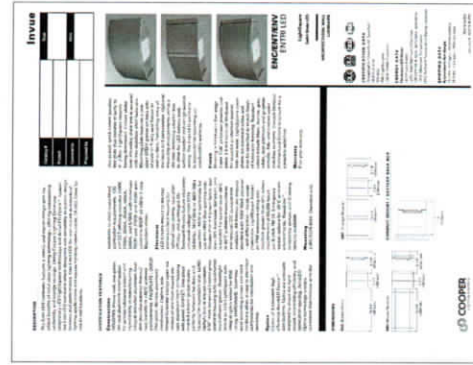
LOT 2, TURNER COMMONS FILING NO 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF CO
FDP-22-045



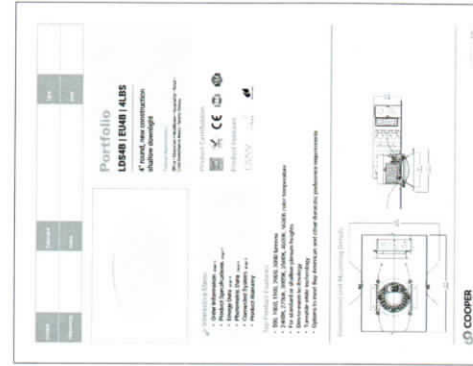
1 TYPE 'AA' - COOPER - GALN-SA2C-740-U-SL4-HSS
12 NTS FULL CUT-OFF



2 TYPE BB - COOPER - GAN-SA1A-740-U-14FT-HSS
12 NTE FULL CUT-OFF



3 TYPE 'CC' - COOPER - ENT-SALE-740-U-14ET-HSS
12 NTS
E111 CLUTCH



4 TYPE 'DD' - COOPER - LD6BZ0D010 EU6B10208040 6185111
2 N11
CALCUL OFF

COBBLESTONE FRESTONE	
VEHICLE TURNING	
COMPLETION FREESTONE	
NAME OF APPLICATION	
TYPE OF SUBMITTAL	POP
FILMO NUMBER	N/A
PHASE NUMBER	N/A
PREPARATION DATE	SEPTEMBER 26, 2022
REVISION DATE	JANUARY 17, 2023
REVISION DATE	APRIL 07, 2023
REVISION DATE	SEPTEMBER 08, 2023
REVISION DATE	SEPTEMBER 22, 2023
REVISION DATE	OCTOBER 13, 2023



HILL
CONSULTING
ENGINEERS

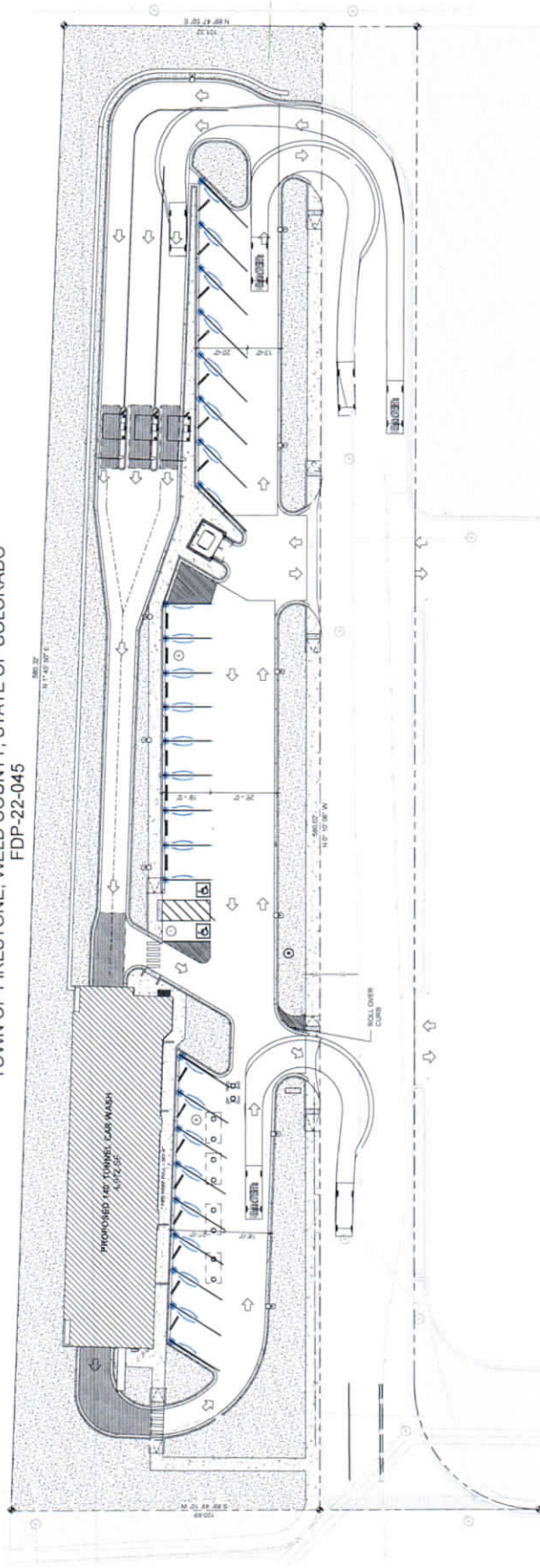


Haver Architecture
101 S. 10th Street, Suite 100
Minneapolis, MN 55402
612.338.1111
www.haverarch.com

JANUARY 27, 2023
LIGHTING DETAILS
SHEET 12 OF 13

FINAL DEVELOPMENT PLAN COBBLESTONE FIRESTONE

LOT 2, TURNER COMMONS FILING NO 1,
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
FDP-22-045



1 VEHICLE ACCESS PLAN
1.3 1" = 20'-0"

COBBLESTONE PRESTONE VEHICLE TURNING		COBBLESTONE PRESTONE
NAME OF APPLICATION		PGP
TYPE OF SUBMITTAL		MR
FILE NUMBER		MR
PHASE NUMBER		SEPTEMBER 28, 2023
PREPARATION DATE		JANUARY 27, 2023
REVISION DATE		APRIL 07, 2023
REVISION DATE		SEPTEMBER 06, 2023
REVISION DATE		SEPTEMBER 28, 2023
REVISION DATE		OCTOBER 13, 2023

SHEET 13 OF 13

HOVER
ARCHITECTURE

300 EAST 25th AVENUE, SUITE 110
DENVER, COLORADO 80215
(303) 733-0000

SEPTEMBER 22, 2023
VEHICLE TURNING
SHEET 13 OF 13

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 9.a

Discussion/Action

Meeting Date: November 8, 2023

Initiated By:

Dept: Board of Trustees

AGENDA TITLE

Parks, Trails, Recreation and Open Space Commission Appointments

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 9.b

Discussion/Action

Meeting Date: November 8, 2023

Initiated By: Todd Bjerkaas

Dept: Planning & Development

AGENDA TITLE

Resolution 23-101: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ESTABLISHING THE PERSONS PER DWELLING UNIT AS REQUIRED FOR CALCULATING THE TOWN'S PARKLANDS DEDICATION REQUIREMENT AND ESTABLISHING THE NEIGHBORHOOD PARK CONSTRUCTION FEE

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 23-101.

SUMMARY

For the Board of Trustees consideration is a resolution establishing ratios for the calculation of parks and open space land dedication and, if applicable, an amount for the associated Neighborhood Park Construction Fee pursuant to the Firestone Development Code (FDC).

In Section 16.6.3 of the FDC, the code establishes the requirements of new residential developments to provide for new parks and open space land at a level of service consistent with current parks and open space levels of service. In order to calculate the amount of land required for park and open space dedication, the FDC requires a persons per dwelling unit ratio to be established by the Board of Trustees based on current Town housing and population data available from the Planning & Development Department. Consistent with data available from the U.S. Census and the Impact Fee Study, the current ratio in the Town of Firestone is 3.34 persons per single-family dwelling unit and 1.62 persons per multi-family dwelling. This is the ratio being established in the resolution.

In the cases of cash fee-in-lieu of parklands dedication and neighborhood park construction, and pursuant to the criteria of the Parks, Open Space, and Trails (POST) Master Plan, the cost of design and construction of a neighborhood park shall be set at \$420,000 per acre. This resolution also sets forth an annual adjustment to the construction fee consistent with the annual average amount of percentage change, which is identified in the Engineering News Record Construction Cost Index (CCI) for the Denver Metropolitan Area.

If approved, Resolution 23-101 shall take effect on January 1, 2024.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

On June 24, 2020, the Board of Trustees voted to approve the Firestone Development Code, which provides for certain parklands and open space lands dedications, associated construction of neighborhood parks, and cash fee-in-lieu in certain situations.

On July 22, 2020, the Board of Trustees voted to approve Resolution 20-73, which set the initial persons per dwelling unit ratio of 3.09 regardless of housing type. The Neighborhood Park Construction Fee was established at \$340,000 per acre.

ATTACHMENTS

1. Resolution 23-101

RESOLUTION NO. 23-101

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ESTABLISHING THE PERSONS PER DWELLING UNIT AS REQUIRED FOR CALCULATING THE TOWN'S PARKLANDS DEDICATION REQUIREMENT AND ESTABLISHING THE NEIGHBORHOOD PARK CONSTRUCTION FEE

WHEREAS, Sections 16.6.3.B.3 and 16.6.3.C.3 of the Firestone Development Code ("FDC") establish a formula for determining the amount of parkland and open space lands required to be dedicated ("Parklands Dedication Requirement" and "Open Space Dedication Requirement") for any person seeking to develop any area zoned for residential purposes ("Residential Developers") within the Town of Firestone ("Town"); and

WHEREAS, pursuant to the FDC, and for purposes of calculating the Parklands Dedication Requirement and Open Space Dedication Requirement, the Director of Planning and Development ("Director") must determine, at least once every five years, upon data compiled by the Town, the number of persons per dwelling unit within the Town; and

WHEREAS, the Director has made such calculation and determined that there are 3.34 persons per single-family dwelling and 1.62 persons per multi-family dwelling; and

WHEREAS, Section 16.6.3.B.5 also obligates Residential Developers to bear the costs of designing, constructing, and installing neighborhood parks within their proposed developments or, in-lieu-of such obligation, pay a cash fee ("Neighborhood Park Construction Fee") to the Town in accordance with Section 16.6.3.B.8 of the FDC; and

WHEREAS, the Board of Trustees, by duly-adopted resolution, establishes the Neighborhood Park Construction Fee; provided; however, that such fee must accurately reflect the average design and construction costs per acre to improve land as a neighborhood park consistent with the criteria of the adopted POST Master Plan; and

WHEREAS, the Board of Trustees has determined the current construction costs to improve land within the town as a neighborhood park in accordance with the FDC to be \$420,000 per acre, based on the Director's recommendation; and

WHEREAS, the Board of Trustees further determines that the FDC does not require the Town to annually update the Neighborhood Park Construction Fee; rather; the Board of Trustees finds that the FDC permits the Neighborhood Park Construction Fee to be adjusted administratively by the Director or such person's designee up to the annual amount of the change in the Engineering News Record Construction Cost Index for the Denver Metropolitan Area because the fee is intended to be grounded upon the current construction costs of recreational facilities; and

WHEREAS, staff recommends that the Board of Trustee's adopt the 3.34 persons per single-family dwelling unit, 1.62 persons per multi-family dwellings, and a Neighborhood Park Construction Fee of \$420,000 per acre.

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

Section 1. The Board of Trustees for the purpose of determining the Town's parklands and open space lands dedication requirements does hereby adopt the Director of Planning and Development's determination of 3.34 persons per single-family dwelling and 1.62 persons per multi-family dwelling within the Town.

Section 2. Pursuant to Section 16.6.3.B.8.a of the FDC, the Board of Trustees establishes the Neighborhood Park Construction Fee to be \$420,000 per acre.

Section 3. The Neighborhood Park Construction Fee established in Section 2 may be adjusted administratively by the Director or such person's designee up to the annual average amount of or percentage change, if any, in the Engineering News Record Construction Cost Index (CCI) for the Denver Metropolitan Area. Any fee adjustment greater than the annual amount of change in the CCI shall require Board approval.

Section 4. Upon the effective date of this resolution, the persons per dwelling unit figures and Neighborhood Park Construction Fee established in Sections 1 and 2 of this resolution, respectively, shall supersede the persons per dwelling unit figures and Neighborhood Park Construction Fee values established in all prior resolutions adopted pursuant to Subsection 16.6.3.B.8.a of the FDC.

Section 5. This resolution is not intended to, and shall not be construed to, establish a preference for payment of the Neighborhood Park Construction Fee in lieu of the requirement to construct and install a neighborhood park pursuant to Section 16.6.3.B.5 of the FDC.

Section 6. This resolution shall take effect on January 1, 2024.

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

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 9.c

Discussion/Action

Meeting Date: November 8, 2023

Initiated By: Todd Bjerkaas

Dept: Planning & Development

AGENDA TITLE

Ordinance 1038: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 13.08.010 OF THE FIRESTONE MUNICIPAL CODE REGARDING WATER DEDICATION REQUIREMENTS FOR PARK LAND DEDICATIONS

RECOMMENDATION

Staff recommends the Board of Trustees approve Ordinance 1038.

SUMMARY

For the Board of Trustees consideration is an Ordinance amending the Firestone Municipal Code regarding water rights dedication requirements for parklands and open space.

Section 16.6.3 of the Firestone Development Code establishes the requirements of new residential developments to provide for new parks and open space land. In order to provide for the calculation of water rights necessary to serve such parklands and open space and provide for a cash fee-in-lieu of water rights value, this Ordinance amends Section 13.08.010 of the Municipal Code and establishes such value for an acre-foot of water and C-BT unit yield for parklands and open space as the same rate established in the then effective resolution adopted by the Board of Trustees pursuant to Section 13.08.010 and as updated from time to time.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

On June 24, 2020, the Board of Trustees voted to approve the Firestone Development Code which provides for certain parklands and open space lands dedications, associated construction of neighborhood parks, and cash fee-in-lieu of in certain situations.

On July 22, 2020, the Board of Trustees voted to approve Resolution 20-73 which established the cash-in-lieu of water rights dedication for Neighborhood Parks at a rate of \$142,460 per acre of Neighborhood Park dedication. The rate did not have an automatic adjustment, nor would it reflect any changes the Board of Trustees may adopt from time to time which adjusts water dedication calculations or cash-in-lieu rates.

ATTACHMENTS

1. Ordinance 1038

ORDINANCE NO. 1038

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING SECTION 13.08.010 OF THE FIRESTONE MUNICIPAL CODE REGARDING WATER DEDICATION REQUIREMENTS FOR PARK LAND DEDICATIONS

WHEREAS, pursuant to Sections 16.6.3.B and 16.6.3 C of the Firestone Development Code, respectively, the Town allows, under prescribed circumstances, residential subdividers or developers to pay a cash fee-in-lieu of dedicating land required for neighborhood or community parks and open space, and to pay a neighborhood park construction fee-in-lieu-of constructing and installing a neighborhood park within their developments; and

WHEREAS, under those same circumstances however, residential subdividers or developers are still required to dedicate water rights in an amount sufficient to irrigate and serve the intended uses of the proposed park and open space lands pursuant to Sections 16.6.3.B.5.b.iv and 16.6.3.C.4.d of the Firestone Development Code; and

WHEREAS, under the narrow circumstances where on-site park and open space lands are not being dedicated within the development, nor is a neighborhood park being constructed as part of a residential development, the Board of Trustees recognizes that it may be more appropriate and of more benefit to the Town's water utility for those same residential subdividers or developers to substitute, and for the Town to receive, the cash value of the water rights which are otherwise required to be dedicated pursuant to Sections 16.6.3.B.5.b.iv and 16.6.3C.4.d, respectively, of the Firestone Development Code; and

WHEREAS, the Board of Trustees desires to amend Section 13.08.010 of the Firestone Municipal Code to allow for the water rights dedication requirement set forth in Sections 16.6.3.B.5.b.iv and 16.6.3.C.4.d of the Firestone Development Code to be satisfied by payment of cash.

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

Section 1. Section 13.08.010 B. 2. of the Firestone Municipal Code is amended by the addition of a new subsection a, to read as follows:

- a. In such cases where an owner, subdivider or developer has been approved to pay a cash fee-in-lieu of neighborhood or community parkland dedication pursuant to Section 16.6.3.B.7 of the Firestone Development Code and to pay a neighborhood park construction fee-in-lieu-of constructing a neighborhood park pursuant to Section 16.6.3.B.8 of the Firestone Development Code, the owner, subdivider or developer may also be permitted, in the sole and absolute discretion of the Town, to satisfy its water rights dedication requirement for parkland dedications under Section 16.6.3.B.5.b.iv of the Firestone Development Code by payment of cash fee-in-lieu of water rights dedication. The cash-in-lieu of water rights value for an acre foot of water and C-BT unit yield to be applied under this subsection shall be at

the same rate as established in the resolution adopted by the Board of Trustees pursuant to Section 13.08.010 of the Code currently in effect as of the date of payment. The Town shall set these cash-in-lieu funds aside for future purchase of water rights.

Section 2. Section 13.08.010 B. 2 of the Firestone Municipal Code is amended by the addition of a new subsection b, to read as follows:

- b. In such cases where an owner, subdivider or developer has been approved to pay a cash fee-in-lieu of open space land dedication pursuant to Section 16.6.3.C.6 of the Firestone Development Code, the owner, subdivider or developer may also be permitted, in the sole and absolute discretion of the Town, to satisfy its water rights dedication requirement for open space land dedications under Section 16.6.3.C.4.d of the Firestone Development Code by payment of cash fee-in-lieu of water rights dedication. The cash-in-lieu of water rights value for an acre foot of water and C-BT unit yield to be applied under this subsection shall be at the same rate as established in the resolution adopted by the Board of Trustees pursuant to Section 13.08.010 of the Code currently in effect as of the date of payment. The Town shall set these cash-in-lieu funds aside for future purchase of water rights.

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

Section 3. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this ____th day of _____, 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

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 9.d

Discussion/Action

Meeting Date: November 8, 2023

Initiated By: Todd Bjerkaas

Dept: Planning & Development

AGENDA TITLE

Resolution 23-118: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING THE 2020 RESOLUTION ESTABLISHING A CASH FEE-IN-LIEU OF WATER RIGHTS VALUE FOR PARKLAND AND OPEN SPACE DEDICATIONS

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 23-118.

SUMMARY

The previous Board of Trustees agenda item, Ordinance 1036, establishes new parkland and open space water rights dedications and cash fee-in-lieu of rates within the Municipal Code. Resolution 23-118 repeals Resolution 20-73, which previously adopted a Neighborhood Parks cash fee-in-lieu of water rights dedication and, if maintained, would be in conflict with amendments adopted in Ordinance 1036.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

On July 22, 2020, the Board of Trustees voted to approve Resolution 20-73 which established the cash-in-lieu of water rights dedication for Neighborhood Parks at a rate of \$142,460 per acre of Neighborhood Park dedication.

ATTACHMENTS

1. Resolution 23-118

RESOLUTION NO. 23-118

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING THE 2020 RESOLUTION ESTABLISHING A CASH FEE-IN-LIEU OF WATER RIGHTS VALUE FOR PARKLAND AND OPEN SPACE DEDICATIONS

WHEREAS, the Town of Firestone (“Town”), pursuant to Section 13.08.010 of the Firestone Municipal Code (“Code”), allows residential subdividers or developers to pay a cash fee-in-lieu of dedicating water rights for parks and open space land dedications required under section 16.6.3 of the Firestone Development Code (“FDC”); and

WHEREAS, the Board of Trustees finds and determines that Section 16.6.3 of the FDC does not require or mandate the Board establish a cash fee-in-lieu of water rights dedication value for parklands or open space lands separate and distinct from the rate for payments of cash-in-lieu of water rights dedications in general pursuant to Sections 1.08.050 and 13.08.010 of the Code (“Code”); rather, the cash-in-lieu of water rights value established pursuant to these sections of the Code may serve as a more accurate accounting and estimate of the town’s actual and estimated expenses to locate and acquire water rights necessary to adequately irrigate and serve the intended uses of the dedicated parklands and open space lands, and may apply to dedicated parklands or open space for which for the dedication of water is required pursuant to Section 16.6.3 of the FDC; and

WHEREAS, the Board of Trustees last established the cash-in-lieu of water rights dedication rate by Resolution 23-10 at \$80,850.00 per unit of CBT water with an assumed yield of 0.6 acre-feet per CBT Unit; and

WHEREAS, the Board of Trustees desires for the cash-in-lieu of water rights value established in Resolution No. 23-10 to serve as the cash-in-lieu of water rights value for purposes of Section 16.6.3 of the FDC, and further desires to repeal the cash-in-lieu of water rights value for parklands and open space lands water dedications previously established in Resolution No. 20-73.

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

The cash-in-lieu of water rights value established in Resolution No. 23-10, and all subsequent resolutions adopted by the Board of Trustees pursuant to Section 13.08.010 of the Code establishing a cash-in-lieu of water rights dedication rate, shall supersede and replace in its entirety the cash-in-lieu of water rights value for parklands and open space lands established in Resolution No. 20-73, for purposes of satisfying the water dedication requirements for parklands and open space lands set forth in Section 16.6.3 of the FDC. Upon adoption of this resolution, that aspect of Resolution No. 20-73 setting forth the cash fee-in-lieu of water rights dedication value for parks and open space land dedications shall be repealed.

Section 7. This resolution shall take effect on January 1, 2024.

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

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 9.e

Discussion/Action

Meeting Date: November 8, 2023

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Ordinance 1033 : AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING CHAPTER 3.20 OF THE MUNICIPAL CODE OF THE TOWN OF FIRESTONE PERTAINING TO DEVELOPMENT IMPACT FEES AND FUNDS

RECOMMENDATION

Approval of Ordinance 1033

SUMMARY

Approval of Ordinance 1033 will repeal and reenact chapter 3.20 of the municipal code, to adopt the proposed Development Impact Fees and Funds beginning January 1, 2024.

Residential development impact fees will be fully implemented, while non-residential development impact fees will be implemented in four phases, occurring every six months starting January 1, 2024.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Development Impact Fees ORD

ORDINANCE NO. 1033

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING, CHAPTER 3.20 OF THE MUNICIPAL CODE OF THE TOWN OF FIRESTONE PERTAINING TO DEVELOPMENT IMPACT FEES AND FUNDS

WHEREAS, the Town of Firestone (“Town”) is authorized by § 29-20-104(1)(g) C.R.S. to regulate the use of land on the basis of the impact thereof on the community or surrounding areas; and

WHEREAS, in 2023 the Town engaged a nationally-recognized, independent rate and fee consulting firm, TischlerBise (“TischlerBise”), to analyze anticipated growth-related effects on the Town’s facilities and services in the areas of transportation, police, parks and recreation, water, and municipal facilities; and

WHEREAS, TischlerBise has prepared an updated Impact Fee Study, dated March 21, 2032, to evaluate the nexus between new development within the Town's jurisdictional boundaries and the projected impact that such development has on the Town’s capital facilities; and

WHEREAS, the Impact Fee Study has 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 Town's capital facilities;

WHEREAS, the Board of Trustees has considered and accepted TischlerBise’s Impact Fee Study as well as staff ’s analyses regarding the Impact Fee Study and their recommendations; and

WHEREAS, the Board of Trustees now desires to amend Chapter 3.20 of the Firestone Municipal Code to establish new impact fees.

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

Section 1. **Legislative Findings.** The recitals to this ordinance are adopted as findings of the Board of Trustees in support of enactment of this ordinance, and in addition, the Board of Trustees finds that:

A. The fee structure established by this Ordinance is supported by:

1. The Development Impact Fee Study dated March 21, 2023 prepared by TischlerBise.
2. The Agenda Information Memorandum dated January 11, 2023 prepared by the Assistant Town Manager and the accompanying PowerPoint presentation.
4. Public comment and testimony provided at the regular meeting of the Board of Trustees held on November 8, 2023.

- B. The fees and charges imposed by this Ordinance comply with the legislative restrictions on impact fees adopted by local governments provided in §29-20-104.5, C.R.S.

Section 2. Chapter 3.20, “Development Impact Fees and Funds,” of the Firestone Municipal Code is hereby repealed in its entirety and reenacted to provide as follows:

Chapter 3.20 Development Impact Fees

3.20.010 Short title and authority.

- A. *Title.* This chapter shall be known and may be cited as the "Firestone Colorado Impact Fee Ordinance" or "Impact Fee Ordinance."
- B. *Authority.* The town has the authority to adopt this chapter pursuant to the town's general police powers, Sections 29-20-101 et seq., 31-23-101 et seq. and 29-1-801 et seq., C.R.S., and other relevant laws of the State.

3.20.020 Applicability.

- A. *Establishment of Service Area.* There is one service area for the Development Impact Fee. The service area includes all of the territory located within the Town’s municipal corporate boundaries and/or the respective service areas of each of the town’s utility enterprises, as each may be amended from time to time, and is known as the “Service Area.”
- B. *Application.* Except as otherwise provided herein, from and after the effective date of the ordinance enacting this chapter, this chapter shall apply to all new development within the Service Area excluding the development of any town-owned facility.
1. The Town Manager or such person’s designee is authorized to make determinations regarding the application, administration and enforcement of the provisions of this chapter.
- C. *Applicability of fee.* The Development Impact Fee adopted and imposed pursuant to this chapter shall apply only to new development for which a Development Permit application is submitted to the Town on or after January 1, 2024, unless the development is exempted, as provided in Section 3.20.020.C of this Code, or a credit is allocated to the development pursuant to Section 3.20.070 of this Code.
- D. *Exemptions.* The Development 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 fees has already or previously been paid in an amount that equals or exceeds the impact fee required under this chapter 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. *Replacing existing residential or non-residential unit with new unit.* Reconstruction, expansion, alteration, or replacement of a previously existing residential or non-residential unit that does not create any additional residential or non-residential unit.
 5. *Building after fire or catastrophe.* Rebuilding the same amount of floor space of a structure that was destroyed by a fire or other catastrophe.
 6. *Accessory structure.* Construction of unoccupied accessory structure related to a residential or non-residential unit.
 7. *No building permit required.* Development for which a building permit is not required.
 8. *Pending, completed applications.* Any building permit for which the contractor submitted a complete application before the effective date of the ordinance enacting this chapter.
 9. *Town-approved plans recognized as "site specific development plans".* Developments having already received an approved site-specific development plan as a vested property right on or before the effective date of the ordinance enacting this chapter.
 10. *New impact generating development that creates no greater demand than previous development.* New impact generating development that an applicant or contractor can demonstrate will create no greater demand over and above that produced by the existing use or development. By way of illustration, an applicant or contractor may demonstrate that the approval(s) that trigger the collection of development impact fees involve modifications to existing residential or non-residential development that do not add new dwelling units, increase the impact of existing dwelling units on existing or future capital facilities, or change the land-use type of the existing development to a different category of development for which a higher development impact fee would have been due.
 - a. If the contractor is applying for a building permit to allow for the change of use, or for the expansion, redevelopment or modification of an existing development, the impact fees required to be paid shall be based on the net increase in the impact fees for the new use as compared to the previous use and shall include any impact fees established subsequent to such prior payment.
 11. *Replacement.* Replacement of a building with a comparable new building which would not be assessed a higher fee under this chapter than the pre-existing residential or non-residential unit would be assessed at the time of the replacement.

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.

3.20.030 Impact Fee Trust Fund.

- A. *Fund Established.* There is hereby established the Impact Fee Trust Fund ("Trust Fund") for the purpose of identifying and controlling all revenues and expenses attributable to the Development Impact Fees collected pursuant to this chapter.
- B. *Separate accounts.* Development Impact Fees collected pursuant to this chapter shall be placed in separate, interest-bearing accounts for each capital facility category within the Service Area, and any interest income earned on the fees shall be credited to each such account.
- C. *Revenue sources.* The Trust Fund shall be funded through revenues derived from the collection of the Development Impact Fees.
- D. *Limitations on use.* Funds withdrawn from the Trust Fund shall be used only for the purposes specified in Section 3.20.040 and said expenditures shall be subject to the provisions of this chapter.
- E. *Management.* The Town shall manage the Trust Fund in conformity with Section 29-1-801, *et seq.*, C.R.S.

3.20.040 Expenditure of impact fees.

- A. *Expenditures.*
 - 1. *Eligible expenditures.* All monies collected from the Development Impact Fee shall be used solely to finance or to recoup the costs of acquiring, constructing, improving or expanding any capital improvement or facilities related to the same category of necessary public services within the 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; 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 Town to finance such capital improvements or facilities.
 - 2. *Ineligible expenditures.* Monies collected under this chapter 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 existing capital facilities existing on the effective date of the ordinance enacting this Chapter, costs incurred for the purchase, acquisition, fabrication, construction, operation, repair, or maintenance of equipment, or costs incurred for the ongoing administration or operation of the funded and constructed capital facilities.

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- B. *Appropriation.* All monies collected pursuant to this chapter shall be appropriated by the Town for expenditure within seven (7) years from the date of payment of such fees and shall be expended by the Town for the purposes approved herein within ten (10) years of the date of payment. Any fees not so appropriated or expended shall be refunded, upon application, to: (1) the record owner of the property for which the impact fee was paid; (2) if the impact fee was paid by a building permit applicant, to such applicant; (3) if the impact fee was paid by another governmental entity, to such governmental entity, or (4) to any successor-in-interest to the fee payer, if applicable, upon submission of evidence sufficient to demonstrate that person or entity is the successor-in-interest to the fee payer, together with interest calculated from the date of collection to the date of refund; provided, however, that the Town shall retain an additional two (2) percent of the fee to offset the cost of refund.
- C. *Record of trust fund available for public inspection.* A record of the trust fund accounts shall be available for public inspection in the Town Manager's or designee's office, during normal business hours.
- D. *Annual impact fee capital facilities budget.* At least once during each fiscal year of the Town, the Town Manager or such person's designee shall present to the Board of Trustees a proposed program and budget for Town capital facilities. This capital facilities program and budget shall recommend assigning monies from each Trust Fund Account to specific capital facilities. Based on this recommendation, the Board of Trustees shall approve an annual capital facilities program and budget and assign monies from the trust fund accounts for the specific capital facilities identified. Any monies, including any accrued interest, not assigned to specific capital facility projects and not expended shall be retained in the same Trust Fund Account until the next fiscal year.

3.20.050 Assessment and collection.

Commencing on January 1, 2024, impact fees shall be imposed on all new development in the Service Area, and shall be collected according to the following provisions, including Section 3.20.060:

- A. *Residential uses.* No Development Permit shall be issued for any dwelling unit prior to the payment of the Development Impact Fee for residential uses as set forth in Appendix 3A, Impact Fee Schedule, at the end of this chapter.
1. For purposes of this Subsection, any remodeling activity which results in the creation of an additional dwelling unit shall be subject to the payment of the fee as specified in this Subsection.
- B. *Nonresidential uses.* No Development Permit shall be issued for any structure to be used primarily for nonresidential use prior to the payment of the Development Impact Fee for non-residential uses (per one thousand (1,000) square feet of gross floor areas) as set forth in Appendix 3A, Impact Fee Schedule, at the end of this chapter.
- C. *Change in use.* For a change in the type of building use or land use, or an increase in square footage, the Development Impact Fee shall be assessed on the additional service units

resulting from the expansion or change and following the Impact Fee Schedule applicable to the new use type, or on the net increase in the Development Impact Fee for the new use type as compared to the previous use. When a change in use results in a higher fee for the proposed use, the difference between the two (2) fees shall be payable to the Town prior to the issuance of a building permit for the area of the changed use. However, at no time shall a change in use result in a refund or credit of fees by the Town.

- D. *Timing of collection.* The Development Impact Fee shall be paid prior to the time a building permit is issued, and no building permit shall be issued for (1) any dwelling unit or (2) the occupancy of any structure to be used primarily for nonresidential use prior to the payment of the applicable Development Impact Fee. Except as indicated otherwise herein, the Development Impact Fee shall be assessed in accordance with the rates in effect at the time of submittal of a complete application for a building permit.
- E. *Option to pursue special fee determination.* Where a development has unique characteristics such that the actual burdens and costs associated with providing necessary public services to that development will differ substantially from that associated with other developments, then an applicant may provide the Town with an alternative impact fee analysis. Based on a projection of the actual burdens and costs that will be associated with the development, the alternative impact fee analysis may propose a unique fee for the development. If, on the basis of generally recognized principles of impact analysis, it is determined by the Town that the data, demand information, methodologies and assumptions used by the applicant to calculate the impact fees in the independent fee calculation study more accurately measures the proposed impact-generating development's impact on the appropriate capital facilities, the fees determined in the independent fee calculation study shall be deemed by the Town to be the fees due and owing for the proposed development. The fee adjustment shall be set forth in a development agreement executed prior to payment of the adjusted fees and the issuance of the first building permit. If the alternative impact fee analysis fails to satisfy these requirements, the fees applied shall be the fees established in Appendix 3A, Impact Fee Schedule.
1. *Procedure.* The Town shall review the alternative impact fee analysis and shall make a determination as to the development impact fee to be charged within 30 days of receipt of an application for an alternative fee analysis. Such decision shall be appealable pursuant to subsection 3.20.090.D, below.
- F. *Deferral of fees.* A development agreement may provide for the deferral of payment of the Development Impact Fees for a residential development beyond the issuance of a building permit, provided that such fee must be paid no later than issuance of the temporary certificate of occupancy for that dwelling unit. The development agreement shall provide for the value of any deferred development impact fees to be supported by appropriate security, including a surety bond, letter of credit, or cash bond.
- G. When a use is not listed in the Impact Fee Schedule, the Town Manager or such person's designee shall have the authority to interpret this Chapter and assess fees accordingly: whether a proposed use is residential or nonresidential; what type of nonresidential use a

proposed use is most similar to; the apportionment of multiple-uses within a development; and, for a mixed-use development, how much of the proposed development shall be considered residential and nonresidential. The Town Manager, or such person's designee is authorized to adopt rules and regulations regarding the administration and application of the fees adopted and established under this chapter.

- H. All Development Impact Fees imposed pursuant to this chapter are subject to an inflation adjustment in accordance with Section 3.020.060 of this chapter.

3.20.060 Annual adjustment.

- A. Starting on January 1, 2024, and on January 1 of each year thereafter, the Development Impact Fee imposed pursuant to this chapter shall be adjusted annually to reflect the effects of inflation on the construction costs for facilities. The Impact Fee Schedule shall be adjusted using the Engineering News Record Construction Cost—20 Cities National Average Index. For each such adjustment, the Development Impact Fee shall be multiplied by a fraction, the numerator of which is ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index over the preceding year prior to the period reflected in the numerator. Any Impact Fee Schedule annual adjustment update for the Development Impact Fee to be imposed and collected within the Service Area will become effective beginning on January 1st of the following year. If January 1st falls on a weekend or holiday, the fee adjustment will become effective on the next business day thereafter.

3.20.070 Offsets and credits.

- A. *General.* The Town shall offset the reasonable costs of any capital improvements constructed, or real property dedicated and accepted by the Town, by or on behalf of any property owner or developer of real property, from whom the Development Impact Fee is due and payable under this chapter, for capital improvements related to the provision of necessary public services for which an applicable development impact fee would otherwise be utilized.
- B. *Eligibility of subject development.* To be eligible for a credit, the subject development must be located within the Service Area of the eligible capital facility.
 - 1. Credits shall not be available for any infrastructure provided by a contractor if the cost of such infrastructure will be repaid to the contractor by the town through another agreement or mechanism. To the extent that the contractor will be paid or reimbursed by the town for any contribution, payment, construction, or dedication from any town funding source including an agreement to reimburse the developer with future collected development impact fees pursuant to this section, any credits claimed by the contractor shall be deducted from any amounts to be paid or reimbursed by the town or reduced by the amount of such payment or reimbursement.
- C. *Limitations.*
 - 1. No fee credit shall be granted for public capital improvements otherwise required by any applicable Town Code or ordinance.
- D. *Valuation of credits.*
 - 1. *Land dedication.* Credit for land dedication shall be valued at the fair market value of the land established by a professional appraiser acceptable to the town in an appraisal paid for by the contractor or by agreement with the Town.

2. *Construction.* Credit for construction of capital facilities shall be valued by the Town based upon the completed engineering drawings, specifications, and construction cost estimates submitted by the contractor to the Town. The Town 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 or construction costs acceptable to the Town.
 3. A credit shall not exceed the actual costs the applicant incurred in providing the eligible capital facility.
- E. *Allocation of credits.* Before any credit can be issued to a subject development (or portion thereof), the credit must be allocated to that development as follows:
1. The developer and the town must execute a credit agreement.
 2. No credits may be allocated retroactively to any building permits issued prior to execution of a credit agreement and for which a Development Impact Fee has already been paid.
 3. If the entity that provides an eligible capital facility sells or relinquishes a development (or portion thereof) that it owns or controls prior to execution of a credit agreement or development agreement, credits resulting from the eligible capital facility will only be allocated to the development if the entity legally assigns such rights and responsibilities to its successor(s) in interest for the subject development.
 4. *Credit re-allocation.* Credits may be reallocated within a subject development or from the subject development to a non-contiguous parcel only if all of the following conditions are met:
 - (a) The entity that executed the original agreement with the town or its legal successor in interest, the entity that currently controls the subject development, and the entity that controls the non-contiguous parcel are parties to the request for reallocation.
 - (b) The reallocation proposal does not change the value of any credits already issued for the subject development.
 - (c) The non-contiguous parcel is in the same Service Area as that served by the eligible capital facility.
 - (d) The non-contiguous parcel receives a necessary public service from the eligible capital facility.
 - (e) The credit agreement specifically states the value of the credits to be allocated to each lot and/or building permit, or establishes a mechanism for future determination of the credit values.
 - (f) The credit agreement does not involve the transfer of credits to or from any property subject to a development agreement.

- (g) The Town's approval of an amendment to an executed credit agreement.

F. *Credit agreement.*

1. A credit agreement is required to authorize any of the following:
 - a. To issue credits prior to the town's acceptance of an eligible capital facility or land dedication;
 - b. To reimburse the developer of an eligible capital facility using funds from development impact fee accounts;
 - c. To allocate different credit amounts per building permit to different parcels within a subject development; or
 - d. To allow development impact fees to be paid at a later time than the issuance of a building permit as provided in this chapter.
2. *Contents.* A credit agreement shall include all of the following:
 - a. A legal description and map depicting the location of the subject development for which the credit is being applied. The map shall depict the location of the capital facilities that have been or will be provided.
 - b. The total amount or value of the credits resulting from provision of an eligible capital facility and the calculations leading to the total amount of credit; and
 - c. The method by which the credit values will be distributed within the subject development, or the credit to be applied to each building permit within the subject development for each category of necessary public services.
 - d. *Uneven credit allocation.* The credit agreement must specify how credits will be allocated amongst different parcels on a per-building permit basis, if the credits are not to be allocated evenly. If the credit agreement is silent on this topic, all credits will be allocated evenly amongst all lots on a per-unit or per-building permit basis.
3. *Submission of application.* It is the responsibility of the developer or contractor to request allocation of development impact fee credits through an application for a credit agreement. The application shall be submitted to the Town Manager or such person's designee using a form and information as may be required by the Town Manager or such person's designee.
 - a. *Procedure.* The Town Manager shall review the fee credit application and shall make a determination as to the fee credit agreement request within 30 days of receipt of a complete application for a fee credit agreement. Such decision shall be appealable pursuant to subsection 3.20.090.D, below.

4. *Early credit issuance.* A credit agreement may authorize the issuance of credits prior to acceptance of an eligible capital facility or land dedication by the town when the credit agreement specifically states the form and value of the security (i.e. cash escrow, bond, irrevocable letter of credit, and the like) to be provided to the town prior to issuance of any credits. The town shall determine the acceptable form and value of the security to be provided, but in no event shall the value of such security be less than an amount equal to the approved credit or that would be adequate to allow the town to design and construct the capital facility for which the credit was given, whichever is higher.
- G. *Issuance of credits.* Credits allocated pursuant to paragraph E of this section may be issued and applied toward the gross impact fees due from a development, subject to the following conditions.
1. Credits issued for an eligible capital facility may only be applied to the development impact fee due for the applicable category of necessary public services, and may not be applied to any fee due for another category of necessary public services.
 2. Credits shall only be issued when the eligible capital facility from which the credits were derived has been accepted by the town or when adequate security for the completion of the eligible capital facility has been provided in accordance with all terms of an executed credit agreement.
 3. Credits for land dedication or contribution for an eligible capital facility from which the credits shall become effective after the land has been conveyed to the town or the contribution has been actually made to the town.
 4. Where credits have been issued pursuant to paragraph (G)(2) above, an impact fee due at the time a building permit is issued shall be reduced by the credit amount stated in or calculated from the executed credit agreement. Where credits have not yet been issued, the gross impact fee shall be paid in full, and a refund of the credit amount shall be due when the contractor demonstrates compliance with paragraph(G)(2) above in a written request to the town.
- H. *No obligation.* Nothing in this section obligates the town to enter into or to authorize any type of credit agreement permitted by this section.

3.20.080 Refund.

- A. A refund (or partial refund) will be paid to any current owner of property within the Service Area who submits a written request to the Town Manager or such person's designee and demonstrates that:
1. The building permit(s) that triggered the collection of the Development Impact fee has/have expired or been voided prior to the commencement of the development for which the permits were issued and the Development Impact fees collected have not been expended, encumbered, or pledged for the repayment of financing or debt; or:

2. The owner of the subject real property or its predecessor in interest paid a Development Impact Fee for the applicable capital facility on or after the effective date of the ordinance from which this chapter was derived, and one of the following conditions exists:
 - a. The capital facility designed to serve the subject real property has been constructed, has the capacity to serve the subject real property and any development for which there is reserved capacity, and the service which was to be provided by that capital facility has not been provided to the subject real property from that capital facility or from any other infrastructure;
 - b. After collecting the fee to construct a capital facility, the town fails to complete construction of the capital facility within the time period identified in any capital improvements plan adopted by the Town, as it may be amended, and the corresponding service is otherwise unavailable to the subject real property from that capital facility or any other infrastructure;
 - c. Any part of a Development Impact Fee is not spent within the time frame specified in subsection 3.20.040.B, above; or
 - d. The Development Impact Fee was calculated and collected for the construction cost to provide all or a portion of a specific capital facility serving the subject real property and the actual construction costs for the capital facility are less than the construction costs projected in any nexus study or any capital improvements plan adopted by the Town by a factor of 10% or more. In such event, the current owner of the subject real property shall, upon request as set forth in this paragraph B, be entitled to a refund for the difference between the amounts of the Development Impact Fee charged for and attributable to such construction cost and the amount the Development Impact Fee would have been calculated to be if the actual construction cost had been included in the nexus study. The refund contemplated by this subsection shall relate only to the costs specific to the construction of the applicable capital facility and shall not include any related design, administrative, or other costs not directly incurred for construction of the capital facility that are included in the Development Impact Fee.

B. *Procedure for refund.* Refunds shall be administered by the Town Manager or such person's designee according to the following process:

1. *Application submission.* A refund application shall be submitted within one year following the end of the tenth year from the date on which the building permit was issued. The refund application shall include the following information:
 - a. A copy of the dated receipt issued for payment of the fee;
 - b. A copy of the building permit; and

- c. Evidence that the applicant is the successor-in-interest to the fee payer (if relevant). Such evidence shall consist of a sworn statement that the applicant is the current owner of the property for which the fee is paid and a certified copy of the current deed to the property.
 - 2. *Determination of completeness.* Within fifteen days of receipt of the refund application, the Town Manager or such person's designee shall determine if it is complete. If it is determined the application is not complete, a written statement specifying the deficiencies shall be forwarded by mail to the person submitting the application. The Town Manager or such person's designee shall take no further action on the refund application until it is deemed complete
 - 3. *Decision on refund application.* When it is determined the refund application is complete, it shall be reviewed within thirty days and shall be approved if it is determined a fee has been paid which has not been spent within the period of time permitted under this Section. The refund shall include the fee paid plus interest earned on the fee. At the time of payment, the applicant shall sign a sworn statement acknowledging the facts stated in the application remain true and correct as of the date of payment.
- C *Earned interest.* A refund of a Development Impact Fee shall include any interest actually earned on the refunded portion of the fee by the city from the date of collection to the date of refund.
- D. *Limitations.*
- 1. *No refund if project demolished, destroyed, altered, reconstructed or reconfigured.* After an impact fee has been paid pursuant to this chapter, no refund of any part of such fee shall be made if the development for which the fee was paid is later demolished, destroyed, or is altered, reconstructed or reconfigured so as to reduce the size of the development or the number of units in the development.

3.20.090 Miscellaneous provisions.

- A. *Requirements to construct improvements; other obligations.* Nothing in this chapter shall restrict the Town from requiring an applicant for a Development Permit to construct reasonable capital facility improvements designed and intended to serve the needs of the applicant's project, whether or not such capital facility improvements are of a type for which credits are available under Section 3.20.050. The impact fees charged pursuant to this chapter shall be in addition to any other fees, charges, tolls or requirements applicable to development, including, by way of example and not limitation, public land dedication, fair contributions for public school sites, tap fees and building permit fee.
- B. *Administrative costs.* The Town shall be entitled to retain not more than two percent of the Development Impact Fees collected as payment for the expenses of collecting the fees and administering this chapter. In the case of refunds of impact fees under Section 3.20.080, the Town shall be entitled to retain not more than an additional two percent of the impact fee payment made as payment for the expenses of processing the refund request.

- C. *Mistake and misrepresentation in payment of fee.* If a Development Impact Fee has been calculated and paid based on a mistake or misrepresentation, it shall be recalculated. Any amounts overpaid by a contractor shall be refunded by the Town within thirty days after the Town's acceptance of the recalculated amount, with interest at the rate of five percent per annum since the date of such overpayment. Any amounts underpaid by the contractor shall be paid to the Town within thirty days after the Town's acceptance of the recalculated amount, with interest at the rate of five percent per annum since the date of such underpayment. In the case of an underpayment to the Town, the Town shall not issue any additional Development Permits or approvals for the project for which the Development Impact Fee was previously paid until such underpayment is corrected, and if amounts owed to the Town are not paid within such thirty-day period, the Town may also repeal any permits issued in reliance on the previous payment of such Development Impact Fee and refund such fee to the then-current owner of the land.
- D. *Appeal of decision of Town Manager or designee.*
1. *Appeal.* An appeal may be filed of any determination or decision made by the Town Manager or such person's designee under this chapter regarding: (1) the applicability of an exemption, as provided in Section 3.20.020.C of this Code; (2) the availability and allocation of a credit pursuant to Section 3.20.070 of this Code; (3) the calculation and amount of the Development Impact Fees for the development; or (4) the amount of any refund. Such appeal shall be made to the Board of Trustees by filing with the Town Clerk or designee within thirty days of the determination or decision for which the appeal is being filed: (1) a written notice of appeal on a form provided by the Town Clerk or designee; and (2) a written explanation of why the applicant feels the determination or decision is in error.
 2. *Board of Trustees review.* The Board of Trustees shall complete its review at a public meeting and render its decision to uphold or deny the Town Manager's decision or determination within 30 days of the filing of the request for an appeal. The Board of Trustees' review shall be limited to consideration only of the record presented to or conducted before the Town Manager. The standard of review for such an appeal shall be limited to an "abuse of discretion." Under this standard, the Board of Trustees may only overturn the Town Manager's decision if it finds that the Town Manager abused its exercise of discretion. The appellant shall bear the burden of persuasion in such appeal. The decision of the Board of Trustees shall be final.

3.20.090 Definitions.

For the purposes of this chapter, unless the context clearly requires a different meaning, the following terms shall have the following meanings:

- A. *Capital facilities* shall be defined as provided in Section 29-20-104.5(4), C.R.S., as amended.
- B. *Complete application* means an application that:
1. Has been submitted to and received by the Town Planning and Development Department;

2. Contains all information and submittal materials required by this Code and the Firestone Development Code; and
 3. Has been determined in writing by Town staff to be complete under the applicable provisions of this Code and the Firestone Development Code.
- C. *Contractor* means any person, firm, partnership, joint venture, corporation, or other entity required to obtain a building permit pursuant to town ordinance or the Firestone Development Code.
- D. *Development Impact fees* means the fees established by this chapter for capital facilities in the general functional area of municipal facilities, park improvements, transportation, stormwater management, and general government or administration.
- E. *Development Permit* shall be defined as provided in Section 29-20-103(1), C.R.S., as amended.
- F. *Fee schedule or Impact Fee Schedule* means the impact fee schedule set forth as Appendix 3A to this chapter.
- G. *Successor-in-interest* means a person who is conveyed a fee simple interest in land for which an impact fee is paid or a credit is approved pursuant to the terms of this chapter.

Appendix 3A
Impact Fee Schedule

Residential Fee's				
Development Type	Fee	Fee	Fee	Total Fee
Single-Family	\$ 840.00	\$ 6,622.00	\$ 5,643.00	\$ 13,105.00
Multi-Family	\$ 407.00	\$ 3,212.00	\$ 1,847.00	\$ 5,466.00
Non-Residential Fee's per 1,000sf				
Development Type	Fee	Fee	Fee	Total Fee
Industrial	\$ 629.00	\$ -	\$ 1,370.00	\$ 1,999.00
Commercial	\$ 849.00	\$ -	\$ 6,856.00	\$ 7,705.00
Office & Other Services	\$ 1,306.00	\$ -	\$ 3,043.00	\$ 4,349.00
Institutional	\$ 1,146.00	\$ -	\$ 3,026.00	\$ 4,172.00

Section 3. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Firestone Municipal Code.

Section 5. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 6. This Ordinance and the Impact Fee adopted pursuant to this Ordinance shall take effect on January 1, 2024.

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

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 9.f

Discussion/Action

Meeting Date: November 8, 2023

Initiated By:

Dept: Administration

AGENDA TITLE

Resolution 23-119: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TOWN OF FIRESTONE'S WATER METER CHARGE AND WATER RATE PER GALLON USAGE

RECOMMENDATION

Approval of said Resolution implementing water rates established by the Cost of Service and Rates Analysis

SUMMARY

This resolution implements the updated water rate established by the Cost of Service and Rates Analysis conducted by Raffetis Financial Consultants (Raffetis). The new water rates will be implemented on January 1, 2024.

FINANCIAL CONSIDERATIONS

Base Rate

5/8"	\$39.40
3/4"	\$60.41
1"	\$99.78
1 1/2"	\$196.92
2"	\$317.71
3"	\$593.40
6"	\$2,346.30

Water Rate Per Gallon Usage

0-5,000	\$3.79
5,000-10,000	\$5.69
10,001-20,000	\$8.53
20,001-30,000	\$12.79
>30,000	\$19.18
Commercial & Industrial	\$5.89
Mobile Home	\$6.86
Irrigation	\$9.82
Multifamily	\$3.02

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Resolution 23-119 Water Rates
2. Firestone Report 10132023 with Appendix

RESOLUTION NO. 23-119

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING THE TOWN OF FIRESTONE'S
WATER METER CHARGE AND WATER RATE PER GALLON USAGE**

WHEREAS, on October 26, 2022, the Town of Firestone ("Town") entered into an Agreement with Raftelis Financial Consultants Inc ("Raftelis") to conduct a Water Rate Study for the Town; and

WHEREAS, on January 19, 2023, Raftelis made a presentation to the Board of Trustees ("Board") outlining the Water Rate Study and its components, which included a Water Action Plan Cash Flow, Operation Cash Flow, Cost of Service Analysis, and Rate Design; and

WHEREAS, on June 21, 2023, Raftelis made a presentation to the Board of its completed Water Rate Study and presented three Rate Alternatives to the Board for its consideration; and

WHEREAS, at its Work Session of July 19, 2023, the Board discussed the options, and selected Alternative 3 as it found that the meter rate was appropriately cost based and that the water rates volume fee structure promoted the conservation of water and equitably imposed the greatest cost upon those who use the most water.

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

The Board of Trustees does hereby approve the Water Meter Fee and Water Usage Rates, which are attached hereto and made a part of this resolution, to be effective on 12:01am January 1, 2024 and that at such time all other resolutions establishing or amending water meter fees and water usage rates are repealed in their entirety.

INTRODUCED, READ AND ADOPTED this __ day of November, 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

Town of Firestone

Water Financial Plan, Cost of Service, Rate and Fee Study

Final Report / October 13, 2023

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October 13, 2023

AJ Krieger
Town Manager
Town of Firestone
9950 Park Ave
Firestone, CO 80504

Subject: Updated Water Financial Plan, Cost of Service, Rate and Fee Study

Dear Mr. Krieger,

Raftelis is pleased to provide this executive summary report highlighting the key findings of the water financial plan, cost of service, and rate study Raftelis has completed for the Town of Firestone (Town).

The primary purpose of this study was to ensure the financial sustainability of the water utility and ensure that rates and fees recovered costs proportionately across all customer classes. This study includes the following for the water utility:

- 10-year financial plan cash analysis to determine the level of revenues to meet annual expenditures
- Cost of service analysis to allocate costs proportionately to customer classes
- Rate design based on the pricing objectives identified by Board of Trustees

It has been a pleasure working with you, and we thank you and the Town staff for the support provided during this study.

Sincerely,

A handwritten signature in black ink that reads 'Todd Cristiano'.

Todd Cristiano
Senior Manager

Table of Contents

Introduction.....5

Assumptions.....5

Study Findings and Recommendations.....6

 Financial Plan6

 Cost of Service Analysis8

Typical Monthly Bills.....11

Reliance on Town Provided Data.....12

List of Tables

Table 1: Water Operating Fund Summary7

Table 2: Comparison of Test Year Water Cost of Service to Revenue Under Existing Rates9

Table 3: Comparison of Test Year Water Cost of Service to Revenue Under Existing Rates10

Table 4: Comparison of Test Year 2024 Water Rates Under the Recommended Rate Structure Alternative to Existing Rates10

List of Figures

Figure 1: CWCWD Pass-Through Increase Projections.....8

Figure 2: Water Cost of Service Process.....8

Figure 3: Typical Monthly Residential Water Bills Under Proposed Rates.....11

List of Appendices

Appendix A: Water Utility Financial Plan, Cost of Service, and Rate Design Analysis

Introduction

The Town of Firestone (Town) provides service to approximately 4,400 water customers. The Town is financially self-sufficient, with funding for capital and operating requirements derived primarily from rate revenues and system development fees. The Town authorized this study to ensure that an adequate level of income from water rates is maintained to finance daily operations, tap fees are sufficient to fund growth-related capital, and that rates are fair and aligned with the Town's goals and community values. This study included the development of:

- A water financial plan for the 10-year study period, 2023 through 2032.
- A cost of service analysis to determine the cost to provide service to each customer class
- Rate design to reflect the pricing objectives identified by the Board of Trustees

Raftelis used industry standard methodologies supported by the American Water Works Association (AWWA) *Principles of Water Rates, Fees, and Charges* M1 manual.

Appendix A details the development of the water financial plan, cost of service analysis, and rate design.

Assumptions

This study is based on numerous assumptions. Changes in these assumptions could materially affect the study findings. Raftelis incorporated the following key assumptions into the study:

- The test year, or the year new rates will be in effect, is 2024
- The study period forecast is for 2024 through 2032¹
- The Town provided growth projections for the study period based on the anticipated number of new building permits
 - 2024: 585
 - 2025: 955
 - 2026: 1,030
 - 2027: 1,055
 - 2028: 1,054
- Usage per account will be constant based on historical data. Residential water usage per account is approximately 9,500 gallons per month. Residential customers represent a majority of the utilities' customers
- Costs will change as follows:
 - Capital costs provided by the Town include an inflation allowance, and sufficient contingency has been included for most projects
 - Most operation and maintenance (O&M) expenses will increase by 4% through 2025 and 3.5% from 2026 to 2032.
 - Central Weld Conservation Water District (CWCWD) anticipates rate increases of 8% throughout the study period
- Proposed minimum reserve levels are as follows²:
 - Operating fund: 90 days annual O&M

¹ The cash flow tables include 2023 as the base year, or the year in which the model was developed, and is based on a combination of budgetary information and estimated values. The study forecast is for 2024 through 2032

² The Town's current reserve policy is 25% of General Fund operating expenditures. The Water Fund does not have a specific reserve policy. Raftelis proposes an operating reserve and a capital reserve.

- Capital fund: equal to 1-year depreciation expense, plus additional reserve for the Saint Vrain Water Treatment Plant (SVWTP) when it comes online in 2027
- Debt service
 - Coverage requirement is 1.25x debt service
 - Bond terms: 4.25% interest rate, 30-year term, January 1 issue date

Study Findings and Recommendations

FINANCIAL PLAN

Water Action Plan Fund

The Water Action Plan fund³ tracks financial activities associated with funding growth-related capital projects, water rights purchases, and payments on proposed debt service. Revenue from tap fees, cash in lieu water sales, native water credit fees, carry-over reserves, projected loans, and as-needed transfers from the operating fund provide sufficient funding for the growth-related capital improvement program and payments on proposed debt service. The growth-related capital improvement program totals \$130.9 million. It is funded by \$76.8 million in proposed loans in throughout the study period, and the remainder financed by tap fees, other growth related funds, transfers from the operating fund, and capital reserves.

Operating Fund

The operating fund tracks activities associated with operating and maintaining the water utility on a daily basis. Operating revenues primarily consist of rate revenue, with a small portion from miscellaneous sources. Revenue from existing rates is projected to increase from \$6.6 million in 2023 to \$12.6 million in 2032 based on the growth in customer accounts. In addition, the Town collects pass-through revenue that is associated with CWCWD costs for both CWCWD tap fees and CWCWD treated water purchase rate increases. More detail on CWCWD pass-through charges is detailed in the “Projected CWCWD Revenue Adjustments” section below.

Expenditures include operation and maintenance expenses (O&M) which consist of administrative, collection, and distribution costs to run the utility and payments to CWCWD for treated water purchases. O&M is projected to increase from \$6.9 million in 2023 to \$11.6 million in 2032. Most of this increase is anticipated from increasing water treatment costs from CWCWD and O&M associated with SVWTP. Capital repair and replacement projects are necessary for maintaining the current level of service in the system and are not associated with meeting growth-related requirements. Capital R&R costs average \$2.0 annually. Two large Capital R&R projects, the CWCWD Flow Control/Meter Vaults and Non-Potable Irrigation System Infrastructure require borrowing \$4.4 million from the Water Action Plan fund balance. However, this amount is paid back in following years, as transfers to the Water Action Plan fund must meet any intermittent cash flow deficiencies. No transfers to the Water Action Plan fund to maintain a positive cash flow balance are anticipated until 2027.

Reserves

The Town’s current reserve policy is specific to the General Fund and requires a minimum fund balance of 25% of annual General Fund operating expenditures. There is no reserve target specific to the Water Fund. Raftelis proposes an operating reserve balance equal to 90 days of O&M. This reserve tracks and adjusts based on changes in O&M. The primary goal of the operating reserve is to absorb cash flow fluctuations due to the variability in monthly expenditures and the inflow of revenues. Raftelis proposes transitioning to a target operating reserve over ten years from \$1.4 million in 2023 to \$1.8 million in 2032.

³ Capital repair and replacement projects are funded through rates in the operating fund.

In addition, Raftelis recommends the Town maintain a capital reserve equal to 1-years' depreciation expense that tracks and adjusts based on changes in annual depreciation on capital assets. Like the operating reserve, the capital reserve is to be used to offset fluctuations in the capital program due to unanticipated cost increases or emergencies. Raftelis proposes transitioning to a target capital reserve over ten years from \$820,000 in 2023 to \$1.9 million in 2032. Combined, these reserves strengthen the utility's financial health and ability to weather unexpected operating costs or capital interruptions. Maintaining adequate funds also prevents the utility from reactively having to adjust rates in response to unforeseen events.

Indicated Revenue Adjustments

Projected water sales revenue under existing rates is insufficient to meet annual operation and maintenance expense (O&M), payments on existing debt service, capital repair and replacement costs, proposed target operating reserves, and debt service coverage targets. Annual revenue adjustments of 5% are required to meet the expenditures of the operating fund, satisfy reserves and meet debt service coverage requirements. Appendix A contains the detailed financial plan cash flow analysis tables. Table 1 below summarizes the operating fund results.

Table 1: Water Operating Fund Summary⁴

Description	Budget	Projected								
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Beginning Fund Balance	\$3.69	\$3.20	\$2.79	\$4.39	\$7.17	\$7.24	\$9.17	\$12.42	\$16.03	\$20.73
Sources of Funds	7.66	13.67	10.33	12.07	14.10	15.69	17.63	18.63	20.39	22.26
Uses of Funds	8.15	14.08	8.74	9.29	14.03	13.76	14.38	15.02	15.69	16.41
<i>Annual Surplus/(Deficiency)</i>	<i>(0.49)</i>	<i>(0.41)</i>	<i>1.60</i>	<i>2.78</i>	<i>0.07</i>	<i>1.93</i>	<i>3.26</i>	<i>3.61</i>	<i>4.70</i>	<i>5.85</i>
Ending Fund Balance	3.20	2.79	4.39	7.17	7.24	9.17	12.42	16.03	20.73	26.58
Target Reserve (Op + Capital)	2.20	2.37	2.35	2.42	3.19	3.23	3.34	3.47	3.60	3.73
<i>Over/(Under) Target</i>	<i>(0.49)</i>	<i>(0.41)</i>	<i>1.60</i>	<i>2.78</i>	<i>0.07</i>	<i>1.93</i>	<i>3.26</i>	<i>3.61</i>	<i>4.70</i>	<i>5.85</i>
Annual Revenue Adjustment	-%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
DSC Including Growth Fees	3.95	1.31	2.02	1.75	1.64	1.83	1.61	1.27	1.29	1.33
DSC Excluding Growth Fees	0.20	0.31	0.40	0.50	0.57	0.72	0.86	0.89	0.99	1.09

Projected CWCWD Revenue Adjustments

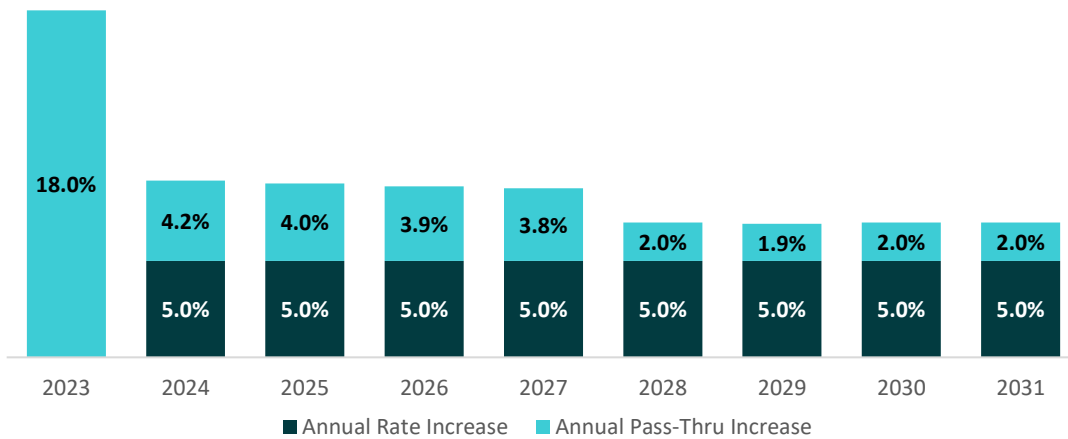
The Town adjusts rates to recover incremental increases from CWCWD. CWCWD anticipates significant increases during the study period. These increases are a result of the change in the rate structure used to assess charges and an overall increase in operating costs. These incremental annual changes are shown in Figure 1.

The Town purchases treated water from Central Weld Conservation Water District. In 2019, CWCWD notified the Town that water rates would be increasing, after remaining flat since 1991. Currently, the Town pays a wholesale base service charge that includes a basic water allotment per tap, and then a volumetric charge for every kilogallon above the systemwide allotment. CWCWD has indicated that the included water allotment will taper down from 4,000 gallons per tap equivalent in 2023 to 0 gallons per tap equivalent in 2027, effectively assessing all usage at the volumetric rate. Simultaneously, the rate of the monthly service charge and the volumetric rate charged per kilogallon will be increasing. Raftelis has projected both the service charge and volumetric charge increasing at 8% annually while the monthly allotment simultaneously decreases through 2027.

The Town will recover the increases in treatment costs from CWCWD through an additional pass-through rate increase. The projections are shown in Figure 1 below, but will be determined annually depending on the actual increases. The relative rate increase is lower than 8%, as it is spread as a percentage across Firestone's rate base, rather than as a percentage of CWCWD costs.

⁴ shown in \$ millions

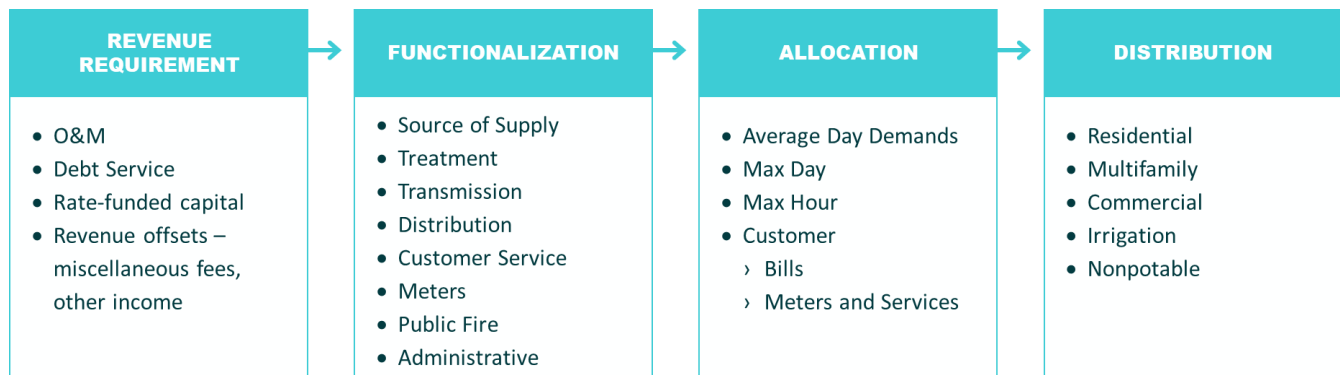
Figure 1: CWCWD Pass-Through Increase Projections



COST OF SERVICE ANALYSIS

Raftelis completed this comprehensive cost of service analysis by standard methods supported by the American Water Works Association (AWWA) in its M1 manual, *Principles of Water Rates, Fees, and Charges*. This analysis determines the cost of providing water service to each customer class and guides the design of the proposed rates. Figure 2 below illustrates the cost allocation process for the water utility.

Figure 2: Water Cost of Service Process



The cost of service process is described in further detail below.

1. **Revenue Requirement.** Determine the level of revenue required from rates. The revenue requirement includes expenditures in the operating fund: O&M, capital repair and replacement costs, reserves, and changes in fund balance.
2. **Cost functionalization.** Assign the detailed costs in the revenue requirements to functional areas in the system. Functional areas include water treatment, transmission and distribution, storage, source of supply, pump stations, meters and services, and billing and administrative costs. Costs are functionalized based on

the facility that has the most influence on that expense. For example, chemical costs are most influenced by treatment processes so those costs would be allocated to the water treatment category.

3. ***Demand parameters and customer characteristics.*** Functional costs can be allocated to demand parameters and customer characteristics. Demand parameters include average day demands and peak demands. Customer characteristics include the number of accounts by meter size and bills. Each facility is designed to meet specific design requirements in the system. Water treatment facilities are designed and operated to meet maximum day demands. As a result, a portion of water treatment costs would be allocated to the average day demand category and a portion to the peak demand category.
4. ***Units of service.*** The units of service capture the demand and customer characteristics for each customer class. These characteristics include average day demand, peak demand, number of accounts by meter size, and the number of bills.
5. ***Distribution of costs to customer classes.*** Because customer classes are defined by their demand parameters (average day and peak demands) and the account makeup (meters by meter sizes), the allocated costs can be proportionately distributed to each class based on their specific demand and customer characteristics. For example, if the residential customer class represents 50% of total peak day demands, they would be allocated 50% of the allocated peak day demand costs.

The cost of service tables are included in Appendix A. Table 2 compares the cost of service by customer class to revenue under existing rates.

Table 2: Comparison of Test Year Water Cost of Service to Revenue Under Existing Rates

Customer Class	2024 Cost of Service	2024 Revenue at Existing Rates	Change - \$
Residential	\$5,709,863	\$5,331,416	\$378,448
Commercial/Industrial	683,070	674,539	8,530
Mobile Home	296,118	304,185	(8,066)
Multifamily	199,461	271,006	(71,546)
Irrigation	560,967	513,596	47,371
Total System	\$7,449,480	\$7,094,743	\$354,737

Town staff provided direction that the cost of service for each class should be adjusted to keep cost recovery at least equal to existing rates. After this policy adjustment, the test year cost of service rates are shown below in Table 3.

Table 3: Comparison of Test Year Water Cost of Service to Revenue Under Existing Rates

Customer Class	2024 Cost	Policy	Revenue Under		
	of Service	Adjustment	Adjusted COS	Existing Rates	Change - \$
Residential	\$5,709,863	-\$79,612	\$5,630,252	\$5,331,416	\$298,836
Commercial/Industrial	683,070	-	683,070	674,539	8,530
Mobile Home	296,118	8,066	304,185	304,185	-
Multifamily	199,461	71,546	271,006	271,006	-
Irrigation	560,967	-	560,967	513,596	47,371
Total System	\$7,449,480	\$0	\$7,449,480	\$7,094,743	\$354,737

Rate Structure Development

Raftelis worked with Town Staff and the Board to develop several rate structures and alternatives, incorporating the results of the Cost of Service study.

Recommended 2024 Rates

The rate structure alternatives presented to the Board are based on the industry-accepted cost of service principles. This means that each rate structure developed below recovers the cost to provide service for each customer class. Each alternative is based on a monthly fixed charge and a volume rate. These two components are adjusted in each scenario to incorporate the pricing objectives identified by the Board. It is important to note that the selection of these rate structures involved quantitative analysis and qualitative review. In other words, there is no ‘silver bullet’ rate structure. The proposed structures include a monthly fixed fee (base rate) and a volume rate. The monthly base rate is assessed by meter size for all classes, and is held at the same rate as the 2023 service charge. The monthly base rate includes billing, meter and services costs, and the cost of the CWCWD service charge to be passed through to customers. Billing, meter and services costs recovers the cost to read meters, prepare bills, fund customer service and customer field service operations. The CWCWD service charge recovers the base rate charged by CWCWD for treated water purchases. For a 5/8” meter, the total service charge is \$39.40. These components increase as the size of the meter increases. Table 4 summarizes the recommended 2024 rates which include the necessary revenue adjustment required to meet the water enterprise financial goals.

Table 4: Comparison of Test Year 2024 Water Rates Under the Recommended Rate Structure Alternative to Existing Rates

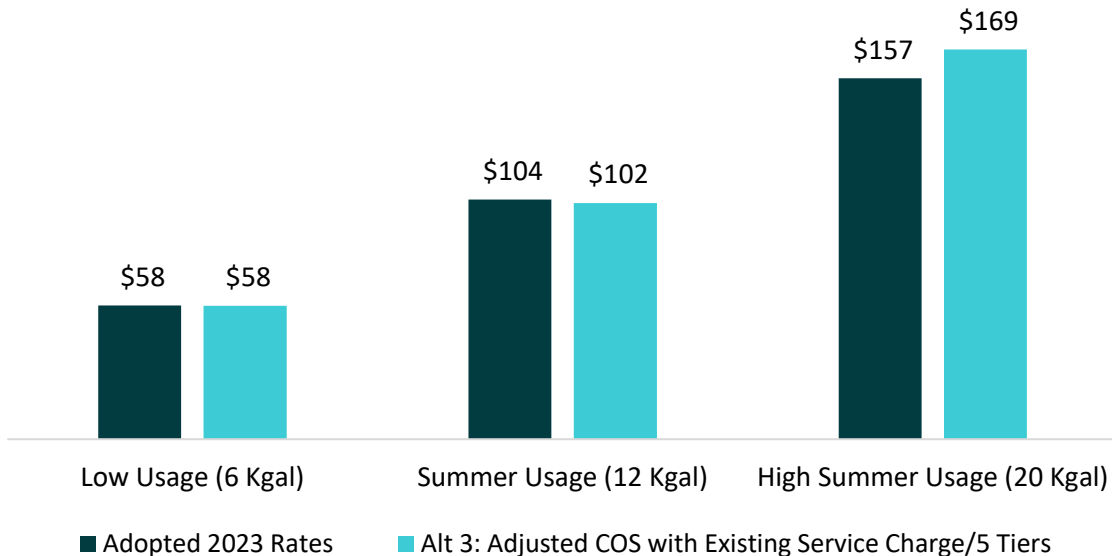
Meter Size	Service Charge		Change - \$
	Existing	Proposed	
5/8"	\$39.40	\$39.40	\$0.00
¾"	60.41	60.41	-
1"	99.78	99.78	-
1 ½"	196.92	196.92	-
2"	317.71	317.71	-
3"	593.40	593.40	-
6"	2,346.30	2,346.30	-

Volume Charge			
Existing		Proposed	
Threshold (gal)	\$ per kgal	Threshold (gal)	\$ per kgal
Residential		Residential	
0 – 5,000	\$3.73	0 – 5,000	\$3.71
5,000 – 20,000	\$6.57	5,000 – 10,000	\$5.56
20,001 - 40,000	\$10.52	10,001 - 20,000	\$8.34
Above 40,000	\$13.14	20,001 - 30,000	\$12.50
		>30,000	\$18.75
Comm & Ind	\$5.79	Comm & Ind	\$5.89
Mobile Home	\$7.09	Mobile Home	\$7.09
Irrigation	\$8.80	Irrigation	\$9.82
Multifamily	\$5.78	Multifamily	\$5.78

Typical Monthly Bills

Figure 3 shows a monthly bill for a typical residential customer under existing and proposed rate structure alternative. The proposed rates used in this comparison are based on 2024 cost of service rates. This chart compares a customer with essential water usage, average water usage, and high or summer water usage.

Figure 3: Typical Monthly Residential Water Bills Under Proposed Rates



Reliance on Town Provided Data

During this project, the Town (and/or its representatives) provided Raftelis with a variety of technical information, including cost and revenue data. Raftelis did not independently assess or test for the accuracy of such data – historic or projected. Raftelis has relied on this data in the formulation of our findings and subsequent recommendations, as well as in the preparation of this report. Raftelis also relied on cost allocation data provided by the Town needed to complete the cost-of-service analysis.

There are often differences between actual and projected data. Some of the assumptions used for projections in this report will not be realized, and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between the data or results projected in this report and actual results achieved, and those differences may be material. As a result, Raftelis takes no responsibility for the accuracy of data or projections provided by or prepared on behalf of the Town, nor do we have any responsibility for updating this report for events occurring after the date of this report.

APPENDIX A:

**WATER UTILITY
FINANCIAL PLAN**

Town of Firestone
Water Utility
Subfund: Operating Cash Flow Analysis

Table 1

Line No.	Description		Actual 2022	Budget 2023	2024	2025	2026	2027	Projected 2028	2029	2030	2031	2032
			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sources of Funds													
Service Charge Revenue													
1	Total Revenue from Existing Water Rates	RateRev_Projected	5,637,946	6,626,829	7,094,743	7,927,340	8,811,946	9,678,856	10,580,017	11,285,261	11,756,989	12,174,093	12,568,477
2	Additional Water Sales Revenue from Rate Increases	CF_2	-	-	354,737	812,552	1,388,983	2,085,854	2,923,064	3,838,068	3,998,501	4,956,078	6,000,888
3	Total Water Rate Revenue		5,637,946	6,626,829	7,449,480	8,739,892	10,200,929	11,764,711	13,503,080	15,123,329	15,755,490	17,130,171	18,569,365
4	Tap Fees - CWCWD @\$15k	CF_1	1,126,400	710,400	1,184,000	592,000	444,000	444,000	15%	15%	12%	4%	9%
5	Hydrant Rentals	Misc_Rev	16,000	18,000	18,500	19,100	19,700	20,300	20,900	21,500	22,100	22,800	23,500
6	Reconnection and Service Fees	Misc_Rev	42,000	36,000	37,100	38,200	39,300	40,500	41,700	43,000	44,300	45,600	47,000
7	Water Leases	Misc_Rev	15,000	20,000	20,600	21,200	21,800	22,500	23,200	23,900	24,600	25,300	26,100
8	Meter and Yoke	Misc_Rev	85,000	199,500	205,500	211,700	218,100	224,600	231,300	238,200	245,300	252,700	260,300
9	Intergovernmental	Misc_Rev	20,000	22,000	22,700	23,400	24,100	24,800	25,500	26,300	27,100	27,900	28,700
10	Transfer from Water Action Plan Subfund	CF_2	-	-	4,400,000	-	-	-	-	-	-	-	-
11	Transfer from Expansion Subfund	CF_2	-	-	-	-	-	-	-	-	-	-	-
12	Revenue Bond Proceeds - R&R	Dashboard			-	-	-	-	-	-	-	-	-
13	Investment Income	CF_2	63,900	29,600	21,100	28,200	48,800	60,800	71,600	96,000	128,700	168,500	219,400
14	CWCWD Incremental Increase Pass Through	CF_2	-	-	310,389	661,278	1,056,046	1,499,757	1,770,199	2,062,295	2,377,778	2,718,521	3,086,546
15	Total Sources		7,006,246	7,662,329	13,669,368	10,334,970	12,072,775	14,101,967	15,687,479	17,634,524	18,625,368	20,391,492	22,260,910
						350,890							
Uses of Funds													
Operations and Maintenance													
16	Existing Operations and Maintenance	OM	4,718,658	6,121,131	6,642,024	7,195,222	7,772,770	8,405,535	8,859,791	9,342,446	9,855,480	10,401,025	10,981,370
17	CWCWD Pass Through - New Taps @ \$12k	CF_1	-	566,400	900,000	472,000	354,000	354,000	-	-	-	-	-
18	St. Vrain WTP O&M	OM	-	236,956	251,294	281,659	335,132	391,888	455,558	511,537	556,760	600,951	645,899
19	Total Operations and Maintenance		4,718,658	6,924,487	7,793,318	7,948,881	8,461,902	9,151,423	9,315,349	9,853,982	10,412,241	11,001,977	11,627,269
20													
21	PAYGO Capital Projects	CIP	1,532,636	1,223,144	6,286,668	786,258	833,051	882,464	1,744,655	1,823,164	1,905,207	1,990,941	2,080,533
Debt Service													
22	Proposed - R&R Bonds	CF_2	-	-	-	-	-	-	-	-	-	-	-
23	Debt Service Reserve and Issuance Expense	CF_2	-	-	-	-	-	-	-	-	-	-	-
24	Total Debt Service		-	-	-	-	-	-	-	-	-	-	-
25	Transfer To Water Action Plan Subfund	CF_2	-	-	-	-	-	4,000,000	2,700,000	2,700,000	2,700,000	2,700,000	2,700,000
26	Transfer To Expansion Subfund	CF_2	-	-	-	-	-	-	-	-	-	-	-
27	Total Uses		6,251,294	8,147,631	14,079,986	8,735,139	9,294,954	14,033,887	13,760,004	14,377,146	15,017,447	15,692,918	16,407,802
28	Annual Surplus (Deficiency)		754,953	(485,302)	(410,618)	1,599,832	2,777,821	68,080	1,927,475	3,257,378	3,607,921	4,698,575	5,853,108
29	Beginning Balance		6,652,676	3,690,206	3,204,904	2,794,286	4,394,118	7,171,939	7,240,019	9,167,494	12,424,872	16,032,793	20,731,368
30	Ending Balance		7,407,629	3,204,904	2,794,286	4,394,118	7,171,939	7,240,019	9,167,494	12,424,872	16,032,793	20,731,368	26,584,476
Target Reserves													
31	Operating (25% of O&M)	Assumptions	1,180,000	1,380,000	1,530,000	1,480,000	1,520,000	1,590,000	1,580,000	1,640,000	1,720,000	1,800,000	1,880,000
32	Capital Reserve (1-year Depr Expense)	Assumptions	795,000	820,000	840,000	870,000	900,000	1,596,667	1,646,667	1,697,267	1,748,485	1,800,339	1,852,849
33	Total Target Reserves		1,975,000	2,200,000	2,370,000	2,350,000	2,420,000	3,186,667	3,226,667	3,337,267	3,468,485	3,600,339	3,732,849
34	Unrestricted Funds		5,432,629	1,004,904	424,286	2,044,118	4,751,939	4,053,353	5,940,828	9,087,606	12,564,309	17,131,029	22,851,627
35	Annual Water Service Revenue Increase			0.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
36	Cumulative Revenue Increase			0.0%	5.0%	10.3%	15.8%	21.6%	27.6%	34.0%	40.7%	47.7%	55.1%

Line No.	Description		Actual 2022	Budget 2023	2024	2025	2026	2027	Projected 2028	2029	2030	2031	2032
Sources of Funds													
1	Transfer From Operating Subfund	Dashboard	-	-	-	-	-	4,000,000	2,700,000	2,700,000	2,700,000	2,700,000	2,700,000
2	System Development Fee (SVWA Taps)	CF_1	-	1,258,000	4,810,000	10,138,008	10,656,008	10,730,008	11,618,008	9,072,408	6,038,408	5,328,008	5,032,008
3	WAP - Cash In Lieu Water Rights	Misc_Rev	208,900	145,000	149,400	153,900	158,500	163,300	168,200	173,200	178,400	183,800	189,300
4	WAP - Native Water Credit Fee	Misc_Rev	8,387,500	18,000,000	-	-	-	-	-	-	-	-	-
5	WAP - Storage and Infrastructure Fees	Misc_Rev	8,799,000	-	-	-	-	-	-	-	-	-	-
6	WAP - Native Water Dedication/Legal Fees	Misc_Rev	420,000	-	-	-	-	-	-	-	-	-	-
7	Impact Fees	CF_1	160,452	852,879	1,151,368	1,588,549	1,731,764	1,814,677	1,698,598	1,446,842	1,215,061	1,100,490	836,674
8	Revenue Bond Proceeds - WAP	Dashboard	-	-	-	18,000,000	18,000,000	22,500,000	3,421,759	3,772,713	3,806,228	3,673,872	3,690,044
9	Investment Income	CF_2	146,600	297,700	196,700	144,200	104,600	49,400	82,100	136,700	158,900	158,700	149,400
10	Total Sources		18,122,452	20,553,579	6,307,468	30,024,657	30,650,871	39,257,385	19,688,665	17,301,863	14,096,997	13,144,869	12,597,425
Uses of Funds													
11	WAP - Capital Projects	CIP	21,946,756	22,373,848	9,780,134	19,327,924	32,205,355	28,843,172	3,421,759	3,772,713	3,806,228	3,673,872	3,690,044
12	EXP - Capital Projects												
13	Existing Debt Service - WAP	Existing Debt	1,937,600	5,184,539	5,320,255	5,320,430	5,315,576	5,320,750	5,315,256	5,319,344	5,317,321	5,314,185	5,319,743
14	Proposed Debt Service - WAP	CF_2	-	-	-	1,072,768	2,145,536	3,486,497	3,690,428	3,915,275	4,142,120	4,361,076	4,580,996
15	Debt Service Reserve and Issuance Expense	CF_2	-	-	-	1,611,000	1,611,000	2,013,700	306,200	337,700	340,600	328,800	330,300
16	Transfer To Operating Subfund	Dashboard		-	4,400,000	-	-	-	-	-	-	-	-
17	Total Uses		23,884,356	27,558,387	19,500,389	27,332,121	41,277,467	39,664,119	12,733,643	13,345,032	13,606,269	13,677,933	13,921,083
18	Annual Surplus (Deficiency)		(5,761,904)	(7,004,807)	(13,192,920)	2,692,535	(10,626,595)	(406,734)	6,955,022	3,956,831	490,728	(533,064)	(1,323,658)
19	Beginning Balance		17,538,205	33,275,794	26,270,987	13,078,066	15,770,602	5,144,006	4,737,273	11,692,295	15,649,126	16,139,854	15,606,790
20	Ending Balance		11,776,301	26,270,987	13,078,066	15,770,602	5,144,006	4,737,273	11,692,295	15,649,126	16,139,854	15,606,790	14,283,132

Town of Firestone
Water Utility
Historical & Projected Operation and Maintenance Expense

Table 3

Line No.	Fund	Account Description	Budget			Projected						
			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1	80	Regular Wages	956,947	1,000,010	1,045,010	1,086,810	1,130,283	1,175,494	1,222,514	1,271,415	1,322,271	1,375,162
2	80	Seasonal/Temporary Wages	-	-	-	-	-	-	-	-	-	-
3	80	Overtime	19,053	19,910	20,806	21,639	22,504	23,404	24,340	25,314	26,327	27,380
4	80	Stipend	165	172	180	187	195	203	211	219	228	237
5	80	Medicare	13,877	14,501	15,154	15,760	16,391	17,046	17,728	18,437	19,175	19,942
6	80	Unemployment Insurance	2,670	2,790	2,916	3,032	3,154	3,280	3,411	3,547	3,689	3,837
7	80	Workers Compensation	-	-	-	-	-	-	-	-	-	-
8	80	Retirement Contributions	140,957	147,300	153,929	160,086	166,489	173,149	180,075	187,278	194,769	202,559
9	80	Medical Benefits	142,402	148,810	155,507	161,727	168,196	174,924	181,921	189,197	196,765	204,636
10	80	Life/Disability Benefits	7,440	7,775	8,125	8,450	8,788	9,139	9,505	9,885	10,280	10,692
11	80	Training/Registration	22,241	23,131	24,056	24,898	25,769	26,671	27,605	28,571	29,571	30,606
12	80	Dues/Fees	6,799	7,071	7,354	7,611	7,878	8,153	8,439	8,734	9,040	9,356
13	80	Employee Wellness	2,363	2,458	2,556	2,645	2,738	2,834	2,933	3,036	3,142	3,252
14	80	Mileage/Travel	1,289	1,341	1,394	1,443	1,493	1,546	1,600	1,656	1,714	1,774
15	80	Employee Recognition	6,656	6,956	7,269	7,559	7,862	8,176	8,503	8,843	9,197	9,565
16	80	Uniforms/Town Apparel	7,720	8,029	8,350	8,642	8,945	9,258	9,582	9,917	10,264	10,623
17	80	Professional Services	1,128,405	1,173,541	1,220,483	1,263,200	1,307,412	1,353,171	1,400,532	1,449,551	1,500,285	1,552,795
18	80	Legal Services	528,040	549,162	571,128	591,118	611,807	633,220	655,383	678,321	702,062	726,634
19	80	Consulting Services	8,625	8,970	9,329	9,655	9,993	10,343	10,705	11,080	11,467	11,869
20	80	Technical Services	116,091	120,735	125,564	129,959	134,507	139,215	144,088	149,131	154,350	159,753
21	80	Communication Services	36,721	38,190	39,717	41,108	42,546	44,035	45,577	47,172	48,823	50,532
22	80	General Services	521,684	542,551	564,253	584,002	604,442	625,598	647,494	670,156	693,612	717,888
23	80	Employment Screenings	4,663	4,850	5,044	5,220	5,403	5,592	5,788	5,990	6,200	6,417
24	80	Insurance Premiums	35,500	37,098	38,767	40,318	41,930	43,607	45,352	47,166	49,052	51,015
25	80	Utility Services	6,340	6,594	6,857	7,097	7,346	7,603	7,869	8,144	8,429	8,724
26	80	Office Supplies	4,805	4,997	5,197	5,379	5,567	5,762	5,964	6,173	6,389	6,612
27	80	Technology Equipment	22,600	23,504	24,444	25,300	26,185	27,102	28,050	29,032	30,048	31,100
28	80	Operating Supplies	57,075	59,358	61,732	63,893	66,129	68,444	70,839	73,319	75,885	78,541
29	80	Leases/Rentals	5,750	5,980	6,219	6,437	6,662	6,895	7,137	7,386	7,645	7,913
30	80	Repairs/Maintenance	110,000	114,400	118,976	123,140	127,450	131,911	136,528	141,306	146,252	151,371
31	80	Non-Capital Equipment	337,150	350,636	364,661	377,425	390,634	404,307	418,457	433,103	448,262	463,951
32	80	Fuel	26,110	27,154	28,241	29,229	30,252	31,311	32,407	33,541	34,715	35,930
33	80	Food and Related Services	3,084	3,207	3,336	3,452	3,573	3,698	3,828	3,962	4,100	4,244
34	80	Conservation Program	25,000	26,000	27,040	27,986	28,966	29,980	31,029	32,115	33,239	34,402
35	80	Sponsorships	-	-	-	-	-	-	-	-	-	-
36	80	Grants/Donations	-	-	-	-	-	-	-	-	-	-
37	80	Other	3,500	3,640	3,786	3,918	4,055	4,197	4,344	4,496	4,653	4,816
38	80	Water Treatment - CWCWD Volumetric Charge	1,397,202	1,697,933	2,023,889	2,387,366	2,796,046	3,019,730	3,261,308	3,522,213	3,803,990	4,108,309
39	80	Water Treatment - CWCWD Service Charge	412,207	453,272	493,954	537,079	583,945	630,794	681,404	736,075	795,135	858,935
40	Total Historic and Projected O&M		6,121,131	6,642,024	7,195,222	7,772,770	8,405,535	8,859,791	9,342,446	9,855,480	10,401,025	10,981,370

Town of Firestone
Water Utility
Water Capital Improvement Plan (Inflated)

Table 4

Annual Inflation		0.0%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%		
Cumulative Inflation		0.0%	4.5%	9.2%	14.1%	19.3%	24.6%	30.2%	36.1%	42.2%	48.6%		
Line No.	Title	Estimated 2022	Projected										10-Year Total
			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
1	Gould Property Clean Up	15,000	-	-	-	-	-	-	-	-	-	-	-
2	Water Rights	2,200,000	-	-	-	-	-	-	-	-	-	-	-
3	Gould Well Field	526,819	131,705	-	-	-	-	-	-	-	-	-	131,705
4	Mountain Shadows Park Conversion	141,500	214,622	-	-	-	-	-	-	-	-	-	214,622
5	NISP Participation	617,500	787,020	836,000	1,477,440	3,210,635	3,252,707	3,421,759	3,772,713	3,806,228	3,673,872	3,690,044	27,928,419
6	Firestone Reservoir No. 1 Infrastructure Construction	1,882,450	-	-	-	-	-	-	-	-	-	-	-
7	Firestone Reservoir No. 1 Infrastructure CE & Geotech	202,862	-	-	-	-	-	-	-	-	-	-	-
8	Historic Firestone Water Line Replacements	780,006	700,000	741,950	786,258	833,051	882,464	922,175	963,672	1,007,038	1,052,354	1,099,710	8,988,673
9	St. Vrain Water Treatment Plant Construction and CE	5,610,406	46,403	-	-	-	-	-	-	-	-	-	46,403
10	St Vrain Water Treatment Plant FF&E	2,841,630	-	-	-	-	-	-	-	-	-	-	-
11	St. Vrain WTP Blend Pipeline and Pump Station	5,204,615	20,000	475,475	491,411	4,162,403	4,349,712	-	-	-	-	-	9,499,001
12	St Vrain WTP Injection Well	1,700,000	-	-	-	-	-	-	-	-	-	-	-
13	SCADA Upgrade	171,130	45,522	-	-	-	-	-	-	-	-	-	45,522
14	Firestone Reservoir No. 2	898,000	50,000	-	3,590,731	8,833,539	-	-	-	-	-	-	12,474,270
15	Non-Potable Irrigation System Infrastructure	-	-	2,342,890	-	-	-	-	-	-	-	-	2,342,890
16	Water Master Plan	-	-	-	-	-	-	-	-	-	-	-	-
17	Historic Firestone Water Line Design	375,000	-	-	-	-	-	-	-	-	-	-	-
18	Alluvial Well Field No. 2	232,474	230,000	438,900	6,650,432	-	-	-	-	-	-	-	7,319,332
19	Water Tank	-	-	-	110,841	3,867,412	4,041,446	-	-	-	-	-	8,019,698
20	Water Rate Study	50,000	-	-	-	-	-	-	-	-	-	-	-
21	Coal Ridge Ditch Lateral Supply Pipeline	30,000	-	5,270,458	-	-	-	-	-	-	-	-	5,270,458
22	Pipeline Transfer from NISP	-	30,000	127,490	367,193	-	4,522,031	-	-	-	-	-	5,046,714
23	Tank 2 Distribution Pipeline	-	-	666,188	1,097,485	6,339,567	6,624,847	-	-	-	-	-	14,728,087
24	CWCWD Flow Control/Meter Vaults	-	263,000	3,201,828	-	-	-	-	-	-	-	-	3,464,828
25	ST Vrain Water Treatment Plant Expansion to 5 MGD	-	634,500	663,053	5,542,391	5,791,798	6,052,430	-	-	-	-	-	18,684,171
26	Godding Ditch Diversion	-	102,820	589,986	-	-	-	-	-	-	-	-	692,806
27	Firestone Reservoir No. 3	-	20,000,000	-	-	-	-	-	-	-	-	-	20,000,000
28	Tier 2 Water Supply and Infrastructure	-	341,400	712,586	-	-	-	-	-	-	-	-	1,053,986
29	R&R Assumed CIP Placeholder	-	-	-	-	-	-	822,480	859,492	898,169	938,586	980,823	4,499,550
30	Total CIP Program - Inflated	23,479,392	23,596,992	16,066,802	20,114,182	33,038,406	29,725,636	5,166,414	5,595,877	5,711,435	5,664,813	5,770,577	150,451,134
CIP Summary													
31	Operating Fund - Repair and Replacement	1,532,636	1,223,144	6,286,668	786,258	833,051	882,464	1,744,655	1,823,164	1,905,207	1,990,941	2,080,533	19,556,084
32	Water Action Plan Fund - Growth	21,946,756	22,373,848	9,780,134	19,327,924	32,205,355	28,843,172	3,421,759	3,772,713	3,806,228	3,673,872	3,690,044	130,895,049
33	Total Capital Improvement Program	23,479,392	23,596,992	16,066,802	20,114,182	33,038,406	29,725,636	5,166,414	5,595,877	5,711,435	5,664,813	5,770,577	150,451,134

Town of Firestone
Water Utility
2024 Test Year Revenue Requirement

Table 5

Line No.	Description	Operating Expense	Capital Expense	Total
Revenue Requirements				
1	Operating & Maintenance Expense			-
2	Existing Operations and Maintenance	6,331,636		6,331,636
3	CWCWD Pass Through - New Taps @ \$12k		900,000	900,000
4	St. Vrain WTP O&M	251,294		251,294
5	PAYGO Capital Projects		6,286,668	6,286,668
6	CWCWD Rate Increase Pass Through	310,389	0	310,389
7	Total Revenue Requirements	6,893,318 49.0%	7,186,668 51.0%	14,079,986
Revenue Requirement Adjustments				
8	Miscellaneous Revenue			0
9	Tap Fees - CWCWD @\$15k	(284,000)	(900,000)	(1,184,000)
10	Hydrant Rentals	(18,500)		(18,500)
11	Reconnection and Service Fees	(37,100)		(37,100)
12	Water Leases		(20,600)	(20,600)
13	Meter and Yoke		(205,500)	(205,500)
14	Intergovernmental	(22,700)		(22,700)
15	Transfer from Water Action Plan Subfund		(4,400,000)	(4,400,000)
16	Interest Income	(21,100)		(21,100)
17	CWCWD Rate Increase Pass Through	(310,389)		(310,389)
17	Operating Reserve Increase (Decrease)	(410,618)		(410,618)
18	Total Adjustments	(1,104,407)	(5,526,100)	(6,630,507)
19	Subtotal	5,788,912	1,660,568	7,449,480
20	Net Revenue Requirement			7,449,480

Town of Firestone
Water Utility
Miscellaneous Revenue Functional Category Allocations

Table 6

Line	Test Year	Volume			Customer Related					
		Maximum	Maximum	Maximum	Meters &	Distribution	CWCWD Meter	Service	Not Used	
No.	Description	2024	Base	Day Demand	Hour Demand	Services	Billing	Mains	Charge	
	Other Miscellaneous Revenue	Capital/Operating								
1	Tap Fees - CWCWD @\$15k	CAP	(900,000)	13.9%	19.5%	16.7%		50.0%		
2	Tap Fees - CWCWD @\$15k	OP	(284,000)	13.9%	19.5%	16.7%		50.0%		
3	Hydrant Rentals	OP	(18,500)				100.0%			
4	Reconnection and Service Fees	OP	(37,100)				100.0%			
5	Water Leases	CAP	(20,600)	100.0%						
6	Meter and Yoke	CAP	(205,500)			100.0%				
7	Intergovernmental	OP	(22,700)				100.0%		-%	-%
8	Transfer from Water Action Plan Subfun	CAP								
9	Interest Income	OP	(21,100)	51.0%	32.1%	1.4%	2.2%	3.0%	3.7%	6.6%
10	CWCWD Rate Increase Pass Through	OP	(310,389)	32.9%	46.1%				21.1%	-%
11	Operating Reserve Increase (Decrease)	OP	(410,618)	51.0%	32.1%	1.4%	2.2%	3.0%	3.7%	6.6%
12	Not Used		0							
13	Not Used		0							
14	Not Used		0							
15	Not Used		0							
16	Subtotal Other Miscellaneous Revenue		(2,230,507)							
17	Non-Potable Offset	CAP	(1,771,393)	100.0%						
18	Meter Vault Offset	CAP	(2,628,607)					100.0%		
17	Operating Revenue Offsets									
19	Capital Revenue Offsets									

Town of Firestone
Water Utility
Allocation of Operating and Other Non-Rate Revenue
Revenue

Table 7

Line	Test Year	Volume				Customer Related				Not Used	Total
		Maximum	Maximum			Meters &	Distribution	SC Specific to CWCWD			
No. Description	2024	Base	Day Demand	Hour Demand		Services	Billing	Mains	Customers		
Other Miscellaneous Revenue											
1 Tap Fees - CWCWD @\$15k CAP	(900,000)	(124,884)	(175,116)	(150,000)	-	-	(450,000)	-	-	-	(900,000)
2 Tap Fees - CWCWD @\$15k OP	(284,000)	(39,408)	(55,259)	(47,333)	-	-	(142,000)	-	-	-	(284,000)
3 Hydrant Rentals OP	(18,500)	-	-	-	-	(18,500)	-	-	-	-	(18,500)
4 Reconnection and Service Fees OP	(37,100)	-	-	-	-	(37,100)	-	-	-	-	(37,100)
5 Water Leases CAP	(20,600)	(20,600)	-	-	-	-	-	-	-	-	(20,600)
6 Meter and Yoke CAP	(205,500)	-	-	-	(205,500)	-	-	-	-	-	(205,500)
7 Intergovernmental OP	(22,700)	-	-	-	-	(22,700)	-	-	-	-	(22,700)
8 Transfer from Water Action Plan Subfund CAP	-	-	-	-	-	-	-	-	-	-	0
9 Interest Income OP	(21,100)	(10,755)	(6,776)	(301)	(456)	(641)	(783)	(1,387)	-	-	(21,100)
10 CWCWD Rate Increase Pass Through OP	(310,389)	(101,983)	(143,004)	-	-	-	-	(65,401)	-	-	(310,389)
11 Operating Reserve Increase (Decrease) OP	(410,618)	(209,308)	(131,861)	(5,861)	(8,867)	(12,480)	(15,241)	(27,000)	-	-	(410,618)
12 Not Used	-	-	-	-	-	-	-	-	-	-	0
13 Not Used	-	-	-	-	-	-	-	-	-	-	0
14 Not Used	-	-	-	-	-	-	-	-	-	-	0
15 Total Miscellaneous Revenue OK	(2,230,507)	(506,938)	(512,016)	(203,496)	(214,823)	(91,422)	(608,024)	(93,789)		0	(2,230,507)
16 Non-Potable Offset CAP	(1,771,393)	(1,771,393)	0	0	0	0	0	0	0	0	(1,771,393)
17 Meter Vault Offset CAP	(2,628,607)	0	0	0	0	0	0	(2,628,607)	0	0	(2,628,607)
18 Total CIP Offset	(4,400,000)	(1,771,393)	0	0	0	0	0	(2,628,607)	0	0	(4,400,000)
	(6,630,507)	(2,278,331)	(512,016)	(203,496)	(214,823)	(91,422)	(3,236,631)	(93,789)			
19 Operating Revenue Offsets OP	(1,104,407)	(361,454)	(336,900)	(53,496)	(9,323)	(91,422)	(158,024)	(93,789)		0	(1,104,407)
20 Capital Revenue Offsets CAP	(5,526,100)	(1,916,877)	(175,116)	(150,000)	(205,500)	0	(3,078,607)	0		0	(5,526,100)
21 Total Non-Rate Revenue	(6,630,507)	(2,278,331)	(512,016)	(203,496)	(214,823)	(91,422)	(3,236,631)	(93,789)		0	(6,630,507)
											OK

Town of Firestone
Water Utility
Allocation of Water System Assets
And Annual Capital Costs

Table 8

		Volume			Customer Related						
Line		Maximum		Maximum	Meters &	Distribution		SC Specific to			
No.	Description	RCN	Base	Day Demand	Hour Demand	Services	Billing	Mains	CWCWD Customers	Indirect	Total
Water System Assets											
1	Land	5,606,403	100.0%								100.0%
2	Source of Supply	7,764,282	100.0%								100.0%
3	Wells / Treatment	356,122	41.6%	58.4%							100.0%
4	Pump Station	59,366	27.8%	38.9%	33.3%						100.0%
5	Treated Storage	3,573,291	27.8%	38.9%	33.3%						100.0%
6	Transmission Mains	6,194,064	41.6%	58.4%							100.0%
7	Distribution Mains	29,285,917	0.0%	0.0%	0.0%			100.0%			100.0%
8	Customer Billing	77,486					100.0%				100.0%
9	Meters & Services	6,162,724				100.0%					100.0%
10	Public Fire	-									0.0%
11	Common to Irrigation	-									0.0%
12	All Other Infrastructure	572,494	29.0%	8.9%	2.0%	10.4%	0.1%	49.6%	0.0%	0.0%	100.0%
13	All Other General	973,886	29.0%	8.9%	2.0%	10.4%	0.1%	49.6%	0.0%	0.0%	100.0%
14	CWCWD Meter Service Charges	-							100.0%		100.0%
15	Total	60,626,034									

Town of Firestone
Water Utility
Allocation of Water System Assets
And Annual Capital Costs

Table 9

			Volume		Customer Related						
Line			Maximum	Maximum	Meters &	Distribution	SC Specific to				
No.	Description	Net Book Value	Base	Day Demand	Hour Demand	Services	Billing	Mains	CWCWD Customers	Not Used	Total
	Water System Assets										
1	Land	5,606,403	5,606,403	-	-	-	-	-	-	-	5,606,403
2	Source of Supply	7,764,282	7,764,282	-	-	-	-	-	-	-	7,764,282
3	Wells / Treatment	356,122	148,246	207,876	-	-	-	-	-	-	356,122
4	Pump Station	59,366	16,475	23,102	19,789	-	-	-	-	-	59,366
5	Treated Storage	3,573,291	991,658	1,390,536	1,191,097	-	-	-	-	-	3,573,291
6	Transmission Mains	6,194,064	2,578,461	3,615,603	-	-	-	-	-	-	6,194,064
7	Distribution Mains	29,285,917	-	-	-	-	-	29,285,917	-	-	29,285,917
8	Customer Billing	77,486	-	-	-	-	77,486	-	-	-	77,486
9	Meters & Services	6,162,724	-	-	-	6,162,724	-	-	-	-	6,162,724
10	Public Fire	-	-	-	-	-	-	-	-	-	0
11	Common to Irrigation	-	-	-	-	-	-	-	-	-	0
12	All Other Infrastructure	572,494	165,756	50,749	11,734	59,718	751	283,786	-	-	572,494
13	All Other General	973,886	281,972	86,330	19,961	101,588	1,277	482,757	-	-	973,886
14	CWCWD Meter Service Charges	-	-	-	-	-	-	-	-	-	0
15	Total Water System Assets	60,626,034	17,553,254	5,374,196	1,242,580	6,324,030	79,514	30,052,461	0	0	60,626,034
16	Percent of Total		29.0%	8.9%	2.0%	10.4%	0.1%	49.6%	0.0%	0.0%	
17	Annual Capital Costs	7,186,668	2,080,779	637,062	147,297	749,657	9,426	3,562,447	0	0	
18	Capital Revenue Offsets	(5,526,100)	(1,916,877)	(175,116)	(150,000)	(205,500)	0	(3,078,607)	0	0	
19	Net Allocated Capital Costs	1,660,568	163,902	461,946	(2,703)	544,157	9,426	483,840	0	0	

Town of Firestone
Water Utility
Operation and Maintenance Expense Functional Category Allocations

Table 10

Line No.		Test Year 2024	Source of Supply	Wells Treatment	Pump Station	Treated Storage	Trans Dist	Customer / Billing	Meters & Services	All Other Infrastructure	All Other General	CWCWD Service Charge	Total
		\$	%	%	%	%	%	%	%				
1	Regular Wages	1,000,010	15.33%	8.25%	8.25%	8.25%	17.29%	11.46%	4.67%	6.89%	19.62%		100.0%
2	Seasonal/Temporary Wages	0	15.33%	8.25%	8.25%	8.25%	17.29%	11.46%	4.67%	6.89%	19.62%		100.0%
3	Overtime	19,910	15.33%	8.25%	8.25%	8.25%	17.29%	11.46%	4.67%	6.89%	19.62%		100.0%
4	Stipend	172	15.33%	8.25%	8.25%	8.25%	17.29%	11.46%	4.67%	6.89%	19.62%		100.0%
5	Medicare	14,501	15.33%	8.25%	8.25%	8.25%	17.29%	11.46%	4.67%	6.89%	19.62%		100.0%
6	Unemployment Insurance	2,790	15.33%	8.25%	8.25%	8.25%	17.29%	11.46%	4.67%	6.89%	19.62%		100.0%
7	Workers Compensation	0	15.33%	8.25%	8.25%	8.25%	17.29%	11.46%	4.67%	6.89%	19.62%		100.0%
8	Retirement Contributions	147,300	15.33%	8.25%	8.25%	8.25%	17.29%	11.46%	4.67%	6.89%	19.62%		100.0%
9	Medical Benefits	148,810	15.33%	8.25%	8.25%	8.25%	17.29%	11.46%	4.67%	6.89%	19.62%		100.0%
10	Life/Disability Benefits	7,775	15.33%	8.25%	8.25%	8.25%	17.29%	11.46%	4.67%	6.89%	19.62%		100.0%
11	Training/Registration	23,131	15.33%	8.25%	8.25%	8.25%	17.29%	11.46%	4.67%	6.89%	19.62%		100.0%
12	Dues/Fees	7,071	15.33%	8.25%	8.25%	8.25%	17.29%	11.46%	4.67%	6.89%	19.62%		100.0%
13	Employee Wellness	2,458	15.33%	8.25%	8.25%	8.25%	17.29%	11.46%	4.67%	6.89%	19.62%		100.0%
14	Mileage/Travel	1,341	15.33%	8.25%	8.25%	8.25%	17.29%	11.46%	4.67%	6.89%	19.62%		100.0%
15	Employee Recognition	6,956	15.33%	8.25%	8.25%	8.25%	17.29%	11.46%	4.67%	6.89%	19.62%		100.0%
16	Uniforms/Town Apparel	8,029	15.33%	8.25%	8.25%	8.25%	17.29%	11.46%	4.67%	6.89%	19.62%		100.0%
17	Professional Services	1,173,541	57%							43%			100.0%
18	Legal Services	549,162	60.0%	40.0%	0.0%	0.0%	0.0%	-%	-%	-%	-%		100.0%
19	Consulting Services	8,970	-%	-%	-%	-%	-%	-%	-%	-%	100.0%		100.0%
20	Technical Services	120,735	16.8%	16.8%	16.8%	16.8%	18.9%	-%	9.3%	-%	4.8%		100.0%
21	Communication Services	38,190	13.9%	9.3%	-%	-%	-%	37.1%	-%	-%	39.8%		100.0%
22	General Services	542,551	52.5%	35.4%	1.2%	1.2%	1.2%	4.0%	0.7%	-%	3.7%		100.0%
23	Employment Screenings	4,850	-%	-%	-%	-%	-%	-%	-%	-%	100.0%		100.0%
24	Insurance Premiums	37,098	-%	-%	-%	-%	-%	-%	-%	-%	100.0%		100.0%
25	Utility Services	6,594	18.2%	18.0%	17.6%	17.6%	17.6%	-%	9.8%	-%	1.1%		100.0%
26	Office Supplies	4,997	7.7%	7.7%	7.7%	7.7%	12.4%	2.0%	4.2%	-%	50.4%		100.0%
27	Technology Equipment	23,504	17.3%	17.3%	17.3%	17.3%	20.7%	0.2%	9.6%	-%	0.2%		100.0%
28	Operating Supplies	59,358	17.5%	17.5%	17.5%	17.5%	17.7%	-%	9.7%	-%	2.4%		100.0%
29	Leases/Rentals	5,980	18.0%	18.0%	18.0%	18.0%	18.0%	-%	10.0%	-%	-%		100.0%
30	Repairs/Maintenance	114,400	18.0%	18.0%	18.0%	18.0%	18.0%	-%	10.0%	-%	-%		100.0%
31	Non-Capital Equipment	350,636	18.0%	18.0%	18.0%	18.0%	18.0%	-%	10.0%	-%	-%		100.0%
32	Fuel	27,154	17.5%	17.5%	17.5%	17.5%	17.8%	-%	9.7%	-%	2.7%		100.0%
33	Food and Related Services	3,207	11.2%	11.2%	11.2%	11.2%	13.3%	0.8%	6.2%	-%	35.0%		100.0%
34	Conservation Program	26,000	-%	-%	-%	-%	-%	-%	-%	-%	100.0%		100.0%
35	Sponsorships	0	-%	-%	-%	-%	-%	-%	-%	-%	-%		-%
36	Grants/Donations	0	-%	-%	-%	-%	-%	-%	-%	-%	-%		-%
37	Other	3,640	5.3%	5.3%	5.3%	5.3%	5.3%	-%	2.9%	-%	70.6%		100.0%
38	Water Treatment - CWCWD Volumetric Charge	1,697,933	78.9%	100%									100.0%
39	Water Treatment - CWCWD Service Charge	453,272	21.1%		0%						100%		100.0%
40	Total St Vrain Water Treatment O&M	251,294		100%									100.0%
41		6,893,318	1,623,219	2,605,554	247,600	247,600	377,408	195,169	138,662	605,303	399,531	453,272	6,893,318
			23.5%	37.8%	3.6%	3.6%	5.5%	2.8%	2.0%	8.8%	5.8%	6.6%	100.0%
42	Functionalized O&M Expense		1,623,219	2,605,554	247,600	247,600	377,408	195,169	138,662	605,303	399,531	453,272	6,893,318
43	Percent of Total - Infrastructure Related		32%	51%	5%	5%	7%						
44	Reallocation of Infrastructure Indirect		192,602	309,161	29,379	29,379	44,781			(605,303)			0
45	Percent of Total - All Other Indirect		30%	48%	5%	5%	7%	4%	3%				
46	Reallocation of All Other Indirect		119,320	191,529	18,201	18,201	27,742	14,346	10,193		(399,531)		0
47	Reallocated Functionalized O&M Expense		1,935,141	3,106,244	295,180	295,180	449,932	209,515	148,854	0	0	453,272	6,893,318
48	Percent of Total		28.1%	45.1%	4.3%	4.3%	6.5%	3.0%	2.2%	0.0%	0.0%	6.6%	100.0%

Town of Firestone
Water Utility
Allocation of O&M Expenses

Table 11

Line			Volume			Customer Related					
			Maximum	Maximum		Meters &	Distribution	SC Specific to			
No.	Description	Total	Base	Day Demand	Hour Demand	Services	Billing	Mains	CWCWD Customers	Not Used	Total
	Functional O&M										
1	Source of Supply	1,935,141	100.0%								100.0%
2	Purchased Water/WTP Costs	3,106,244	41.6%	58.4%							100.0%
3	Pump Station	295,180	41.6%	58.4%							100.0%
4	Treated Storage	295,180	27.8%	38.9%	33.3%						100.0%
5	Transmission Mains	194,075	41.6%	58.4%							100.0%
6	Distribution Mains	255,857	0.0%	0.0%	0.0%			100.0%			100.0%
7	Customer Billing	209,515					100.0%				100.0%
8	Meters & Services	148,854				100.0%					100.0%
9	Public Fire	0							0.0%		0.0%
10	Common to Irrigation	0							0.0%	100.0%	100.0%
11	All Other Infrastructure	0	29.0%	8.9%	2.0%	10.4%	0.1%	49.6%	0.0%	0.0%	100.0%
12	All Other General	0	29.0%	8.9%	2.0%	10.4%	0.1%	49.6%	0.0%	0.0%	100.0%
13	CWCWD Meter Service Charges	453,272							100.0%		100.0%
14	Total Functional O&M	6,893,318									

Line		Volume			Customer Related						
		Maximum	Maximum		Meters &	Distribution	SC Specific to				
No.	Description	Total	Base	Day Demand	Hour Demand	Services	Billing	Mains	CWCWD Customers	Not Used	Total
	Functional O&M										
1	Source of Supply	1,935,141	1,935,141	-	-	-	-	-	-	-	1,935,141
2	Purchased Wtr/WTP Costs	3,106,244	1,293,065	1,813,179	-	-	-	-	-	-	3,106,244
3	Pump Station	295,180	122,877	172,303		-	-	-	-	-	295,180
4	Treated Storage	295,180	81,918	114,868	98,393	-	-	-	-	-	295,180
5	Transmission Mains	194,075	80,789	113,285	-	-	-	-	-	-	194,075
6	Distribution Mains	255,857	-	-	-	-		255,857	-	-	255,857
7	Customer Billing	209,515	-	-	-	-	209,515	-	-	-	209,515
8	Meters & Services	148,854	-	-	-	148,854	-	-	-	-	148,854
9	Public Fire	-	-	-	-	-	-	-	-	-	-
10	Common to Irrigation	-	-	-	-	-	-	-	-	-	-
11	All Other Infrastructure	-	-	-	-	-	-	-	-	-	-
12	All Other General	-	-	-	-	-	-	-	-	-	-
13	CWCWD Meter Service Charge	453,272	-	-	-	-	-	-	453,272	-	453,272
14	Total Functional O&M	6,893,318	3,513,791	2,213,635	98,393	148,854	209,515	255,857	453,272	0	6,893,318
15	Percent of Total		51.0%	32.1%	1.4%	2.2%	3.0%	3.7%	6.6%	0.0%	
16	Miscellaneous Revenue Offsets	(1,104,407)	(361,454)	(336,900)	(53,496)	(9,323)	(91,422)	(158,024)	(93,789)	0	(1,104,407)
16	Net O&M Revenue Requirement	5,788,912	3,152,337	1,876,736	44,898	139,532	118,093	97,833	359,484	0	5,788,912

Line No.	Customer Class	% Vol Billed	Water Use		Maximum Day Demand			Maximum Hour Demand			Bills	Equivalent 5/8" Meter		
			Annual	Average Day	Demand Factor	Total Demand	Extra Demand	Demand Factor	Total Demand	Extra Demand		CWCWD Equivalency	Meter Cost Equivalency	
			1,000 gal	1,000 gal										
1	Residential	By Account Calc	533,406	1,461	267%	3,902	2,441	401%	5,853	4,391	56,148	56,175	56,155	
2	Commercial/Industrial		85,413	234	216%	505	271	324%	758	524	1,171	4,541	2,844	
3	Mobile Home		34,961	96	265%	254	158	398%	381	285	24	1,200	500	
4	Multifamily		25,894	71	125%	89	18	188%	133	62	1,203	3,075	2,109	
5	Irrigation		46,434	127	418%	532	405	627%	798	670	809	2,644	1,688	
6	Total		726,108	1,989		5,282	3,292		7,922	5,933	59,355	67,635	63,297	
					2.654968226						4,920			
												410		

Town of Firestone
Water Utility
Unit Costs of Service

Table 14

Line		Volume			Customer Related				
		Maximum	Maximum		Meters &	Distribution	SC Specific to		
No.	Description	Total	Base	Day Demand	Hour Demand	Services	Billing	Mains	CWCWD Customers
	Cost of Service								
1	Operation and Maintenance Expense	5,788,912	3,152,337	1,876,736	44,898	139,532	118,093	97,833	359,484
2	Capital Cost	1,660,568	163,902	461,946	(2,703)	544,157	9,426	483,840	0
3									
4	Total Cost of Service	7,449,480	3,316,239	2,338,682	42,194	683,688	127,519	581,673	359,484
5	Percent of Total	100.0%	44.5%	31.4%	0.6%	9.2%	1.7%	7.8%	4.8%
	Units of Service					Equivalent Meter		Equivalent Meter	Equivalent Meter
	Units		<u>1,000 gal</u>	<u>gpd</u>	<u>gpd</u>	<u>Cost</u>	<u># Bills</u>	<u>Capacity</u>	<u>Capacity</u>
6	Total Units of Service		726,108	3,292	5,933	63,297	59,355	67,635	67,635
7	Unit Costs		\$4.57	\$710.35	\$7.11	\$10.80	\$2.15	\$8.60	\$5.32

Town of Firestone
Water Utility
Customer Class Cost of Service

Table 15

Line No.	Description	Total	Volume		Customer Related				
			Base	Maximum Day Demand	Maximum Hour Demand	Meters & Services	Billing	Distribution Mains	CWCWD Meter Service Charge
1	Unit Costs of Service - \$/unit		\$4.57	\$710.35	\$7.11	\$10.80	\$2.15	\$8.60	\$5.32
	Customer Class								
	Residential								
2	Units		533,406	2,441	4,391	56,155	56,148	56,175	56,175
3	Cost of Service - \$	\$5,709,863	\$2,436,141	\$1,733,622	\$31,231	\$606,552	\$120,628	\$483,115	\$298,573
	Commercial/Industrial								
4	Units		85,413	271	524	2,844	1,171	4,541	4,541
5	Cost of Service - \$	\$683,070	\$390,095	\$192,825	\$3,728	\$30,716	\$2,517	\$39,054	\$24,136
	Mobile Home								
6	Units		34,961	158	285	500	24	1,200	1,200
7	Cost of Service - \$	\$296,118	\$159,672	\$112,266	\$2,027	\$5,404	\$52	\$10,320	\$6,378
	Multifamily								
8	Units		25,894	18	62	2,109	1,203	3,075	3,075
9	Cost of Service - \$	\$199,461	\$118,262	\$12,599	\$441	\$22,785	\$2,585	\$26,445	\$16,344
	Irrigation								
10	Units		46,434	405	670	1,688	809	2,644	2,644
11	Cost of Service - \$	\$560,967	\$212,069	\$287,370	\$4,768	\$18,231	\$1,738	\$22,739	\$14,053
12	Total Cost of Service	\$7,449,480	\$3,316,239	\$2,338,682	\$42,194	\$683,688	\$127,519	\$581,673	\$359,484

Town of Firestone
Water Utility
Comparison of Cost of Service With Revenues Under Existing Rates

Table 16

Line No.	Customer Class	2024 Cost of Service	Revenue Under Existing Rates	Change - \$	Change - %
1	Residential	5,709,863	5,331,416	378,448	7.1%
2	Commercial/Industrial	683,070	674,539	8,530	1.3%
3	Mobile Home	296,118	304,185	(8,066)	-2.7%
4	Multifamily	199,461	271,006	(71,546)	-26.4%
5	Irrigation	560,967	513,596	47,371	9.2%
6	Total System	7,449,480	7,094,743	354,737	5.0%

Water Utility

Comparison of **Adjusted** Cost of Service With Revenues Under Existing Rates

Line No.	Customer Class	Cost of Service	COS Adjustments	COS Adjustments	Adjusted COS	Revenue Under Existing Rates	Change - \$	Change - %
	Residential	5,709,863	0	(79,612)	5,630,252	5,331,416	298,836	5.6%
	Commercial/Industrial	683,070	0	0	683,070	674,539	8,530	1.3%
	Mobile Home	296,118	8,066	0	304,185	304,185	0	0.0%
	Multifamily	199,461	71,546	0	271,006	271,006	0	0.0%
	Irrigation	560,967	0	0	560,967	513,596	47,371	9.2%
	Total System	7,449,480	79,612	(79,612)	7,449,480	7,094,743	354,737	5.0%

Town of Firestone
Water Utility
Residential Rates

Table 18

Residential Cost of Service						\$5,630,252
Meter Size Inches	Bills	S.C.	Revenue			
5/8 inch	56,121	\$39.40	\$2,211,163			
3/4 inch	14	\$60.41	\$819			
1 inch	14	\$99.78	\$1,353			
1.5 inch	0	\$196.92	\$0			
2 inch	0	\$317.71	\$0			
3 inch	0	\$593.40	\$0			
4 inch	0	\$0.00	\$0			
6 inch	0	\$2,346.30	\$0			
Total Service Charge Revenue						\$2,213,335
Volume Rate Revenue Required						\$3,416,917
Threshold	% Vol	Ratio	Volume	Rate	Revenue	
5	41.8%	1.00	222,712	3.70	824,747	
10	23.5%	1.50	125,479	5.55	697,010	
20	23.8%	2.25	127,006	8.33	1,058,239	
30	7.6%	3.38	40,701	12.50	508,699	
9999	3.3%	5.06	17,508	18.75	328,222	
Total			533,406	6.41	3,416,917	
				Rounded		
				222,712	3.71	826,262
				125,479	5.56	697,663
				127,006	8.34	1,059,230
				40,701	12.50	508,769
				17,508	18.75	328,267
				533,406		3,420,190
Over/Under Recovery						3,273

Town of Firestone
Water Utility
Irrigation Rates

Table 21

Irrigation						\$560,967
Meter Size Inches	Bills	S.C.	Revenue			
5/8 inch	73	\$39.40	\$2,876			
3/4 inch	181	\$60.41	\$10,934			
1 inch	291	\$99.78	\$29,036			
1.5 inch	180	\$196.92	\$35,446			
2 inch	84	\$317.71	\$26,688			
3 inch	0	\$593.40	\$0			
4 inch	0	\$0.00	\$0			
6 inch	0	\$2,346.30	\$0			
Total Service Charge Revenue						\$104,980
Volume Rate Revenue Required						\$455,988
Threshold	% Vol	Ratio	Volume	Rate	Revenue	
All Usage	100.0%	1.00	46,434	9.82	455,988	
20		1.00		9.82	-	
40		1.00		9.82	-	
9999		1.00		9.82	-	
Total			46,434	9.82	455,988	
				Rounded		
				46,434	9.82	455,979
				0	9.82	-
				0	9.82	-
				0	9.82	-
				46,434		455,979
Over/Under Recovery						(9)

Town of Firestone
Water Utility
Commercial Rates

Table 19

Commercial Cost of Service						\$683,070
Meter Size Inches	Bills	S.C.	Revenue			
5/8 inch	232	\$39.40	\$9,151			
3/4 inch	121	\$60.41	\$7,320			
1 inch	353	\$99.78	\$35,265			
1.5 inch	271	\$196.92	\$53,291			
2 inch	145	\$317.71	\$46,198			
3 inch	48	\$593.40	\$28,762			
4 inch	0	\$0.00	\$0			
6 inch	0	\$2,346.30	\$0			
Total Service Charge Revenue						\$179,988
Volume Rate Revenue Required						\$503,082
Threshold	% Vol	Ratio	Volume	Rate	Revenue	
All Usage	100.0%	1.00	533,406	5.89	3,141,745	
20		1.00	0	5.89	-	
40		1.00	0	5.89	-	
9999		1.00	0	5.89	-	
Total			85,413	36.78	3,141,745	
				Rounded		
				533,406	5.89	3,141,761
				0	5.89	-
				0	5.89	-
				0	5.89	-
				533,406		3,141,761
Over/Under Recovery						16

Town of Firestone
Water Utility
Multifamily Rates

Table 22

Multifamily						\$271,006
Meter Size Inches	Bills	S.C.	Revenue			
5/8 inch	603	\$39.40	\$23,758			
3/4 inch	108	\$60.41	\$6,524			
1 inch	60	\$99.78	\$5,987			
1.5 inch	432	\$196.92	\$85,069			
2 inch	0	\$317.71	\$0			
3 inch	0	\$593.40	\$0			
4 inch	0	\$0.00	\$0			
6 inch	0	\$2,346.30	\$0			
Total Service Charge Revenue						\$121,339
Volume Rate Revenue Required						\$149,668
Threshold	% Vol	Ratio	Volume	Rate	Revenue	
All Usage	100.0%	1.00	25,894	5.78	149,668	
20		1.00		5.78	-	
40		1.00		5.78	-	
9999		1.00		5.78	-	
Total			25,894	5.78	149,668	
				Rounded		
				25,894	5.78	149,668
				0	5.78	-
				0	5.78	-
				0	5.78	-
				25,894		149,668
Over/Under Recovery						-

Town of Firestone
Water Utility
Mobile Home Rates

Table 20

Mobile Home						\$304,185
Meter Size Inches	Bills	S.C.	Revenue			
5/8 inch	0	\$39.40	\$0			
3/4 inch	0	\$60.41	\$0			
1 inch	0	\$99.78	\$0			
1.5 inch	0	\$196.92	\$0			
2 inch	0	\$317.71	\$0			
3 inch	0	\$593.40	\$0			
4 inch	0	\$0.00	\$0			
6 inch	24	\$2,346.30	\$56,311			
Total Service Charge Revenue						\$56,311
Volume Rate Revenue Required						\$247,873
Threshold	% Vol	Ratio	Volume	Rate	Revenue	
All Usage	100.0%	1.00	34,961	7.09	247,873	
20		1.00		7.09	-	
40		1.00		7.09	-	
9999		1.00		7.09	-	
Total			34,961	7.09	247,873	
				Rounded		
				34,961	7.09	247,873
				0	7.09	-
				0	7.09	-
				0	7.09	-
				34,961		247,873
Over/Under Recovery						-

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 9.g

Discussion/Action

Meeting Date: November 8, 2023

Initiated By: A.J. Krieger

Dept: Administration

AGENDA TITLE

Resolution 23-120: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MEMORANDUM OF UNDERSTANDING PERTAINING TO THE REDEVELOPMENT OF CENTRAL PARK; AND APPROVING AN ADVISORY SERVICES AGREEMENT WITH RENEW DEVELOPMENT SERVICES RELATING TO THE STUDY OF CENTRAL PARK AND MARKET CONDITIONS FOR DEVELOPMENT OF CENTRAL PARK ALONG WITH OTHER DEVELOPMENT ADVISORY SERVICES.

RECOMMENDATION

Town staff recommends approval of Resolution 23-120.

SUMMARY

Town staff recommends approval of Resolution 23-120 which will authorize the Mayor to sign an MOU, and by extension an Advisory Services Agreement, with P3 Advisors LLC to perform due diligence and feasibility analysis for possible development on a Town-owned parcel commonly known as Central Park. For almost twenty years the Town has planned for (many different types of) development within Central Park. More recently, beginning in January of 2021, the Town hired Design Workshop to help prepare the existing Concept Master Plan. While that plan remains the basis for current efforts, it is necessary for the Town to take additional, targeted steps to determine the feasibility of incorporating private development/investment within a more detailed Central Park development plan.

Town staff recommends engaging P3 Advisors to help perform specific feasibility analysis for different types of private development/investment. Based upon the outcome of that feasibility analysis (which is more particularly described in the Advisory Services Agreement), the Board of Trustees may choose to enter into a period of exclusive negotiations (MOU Negotiation Period), potentially followed by a period of development agreement negotiations to affect development.

The Town also has the right to terminate the Advisory Services Agreement with 60-days notice.

FINANCIAL CONSIDERATIONS

The contract establishes a not-to-exceed cost of \$380,000 to conduct the necessary feasibility analysis. The proposed work will be funded using existing fund balance in the Community Park Impact Fee Fund.

HISTORY AND PREVIOUS BOARD ACTION

As noted above, for almost twenty years the Town has engaged in multiple efforts aimed at preparing and initiating a Central Park development program. To date none of those previous plans/efforts have come to fruition. In 2021 the Town initiated a comprehensive, public, and transparent effort to prepare a conceptual master plan, and that plan remains the basis of its efforts today. Town staff recommends contracting with P3 Advisors as the next logical step toward developing an actionable, financially sound plan to initiate development of a first-class resident amenity that also has the ability to generate needed private investment. Without a dedicated funding source the Town has no way to execute any development plan(s).

ATTACHMENTS

1. Firestone Central Park MOU and P3 Advisory Services Agreement - RESO
2. MOU and Advisory Services Agreement - Central Park

RESOLUTION NO. 23-120

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MEMORANDUM OF UNDERSTANDING PERTAINING TO THE REDEVELOPMENT OF CENTRAL PARK; AND APPROVING AN ADVISORY SERVICES AGREEMENT WITH RENEW DEVELOPMENT SERVICES RELATING TO THE STUDY OF CENTRAL PARK AND MARKET CONDITIONS FOR DEVELOPMENT OF CENTRAL PARK ALONG WITH OTHER DEVELOPMENT ADVISORY SERVICES

WHEREAS, the Town of Firestone (Town) owns multiple properties (the “Properties”) located in the town of Firestone, Colorado, including Central Park, which the Town intends to redevelop with a mix of uses, which may include a sports complex and water sports park, among other possible uses (the “Project”); and

WHEREAS, consistent with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 (the “Act”) which provides for the urban renewal of blighted areas, the Firestone Urban Renewal Authority is carrying out the Northern Firestone Urban Renewal Plan Area adopted and approved by the Firestone Board of Trustees (the “Board”) in August 2015, and includes the Properties owned by the Town (the “Plan”). The Plan includes an approximately 253.5-acre site (the “Property”), commonly known as Central Park; and

WHEREAS, P3 Advisors, LLC (“P3”) has submitted a conceptual proposal to the Authority to redevelop some or all of the Property by constructing thereon up to 253.5 acres of mixed-use improvements and related amenities (the “Proposal”). The Proposal contemplates such redevelopment to be completed in whole or in part by the Town, by private parties including P3, or by some to be determined combination of public and private, ownership, development and operation; and

WHEREAS, based on months of collaboration, the Town, the Authority, and P3 have determined furtherance of the Proposal will be best served through a process consisting of three phases, which may overlap in whole or in part: 1) Phase I – Mutual study of the Property and market conditions for redevelopment through retention of Developer or its wholly owned affiliate to provide services for assessment of the development of the Property pursuant an advisory services agreement (the “Advisory Services Agreement”); 2) Phase II – Agreement by the Parties to a period of exclusive negotiations and other agreed terms, outlining in detail the responsibilities, obligations, and terms for the redevelopment of the Property, and reimbursement for costs associated with the redevelopment, in accordance with the Plan and the Colorado Urban Renewal Law; and 3) Phase III – Finalization and execution of a formal agreement between the Parties, and to begin and complete disposition, redevelopment and reimbursement of the Property (the “Development Agreement”);

WHEREAS the Parties desire to enter into a memorandum of understanding (“MOU”),

attached hereto as Exhibit A to assist them in detailing the Proposal and methodology for carrying out development of Property in accordance with the Plan during the time the Development Agreement is being negotiated and formally adopted; and

WHEREAS, pursuant to the terms of the MOU, the Town desires to engage Renew Development Services, LLC (“Renew”) to assist the Town and P3 in analyzing, and potentially to develop the Property, including performing strategic real estate planning; development advisory services; overall market analysis; background and current conditions; private joint venture or financing opportunities for recreation and other development, all in accordance with the terms and conditions of the Advisory Services Agreement, attached hereto as Exhibit B; and

WHEREAS, Renew accepts and is willing to perform such services for the Project; and

WHEREAS, the Board of Trustees finds that Renew has the requisite skill, knowledge, and expertise to assist the Town in performing such services, and that entering into the MOU and this Advisory Services Agreement is in the best interest of the Town and its citizens.

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

Section 1. The Memorandum of Understanding between the Town of Firestone, Firestone Urban Renewal Authority and P3 Advisors, LLC is hereby approved in substantially the same form as the copy attached hereto as “Exhibit A” and made a part of this resolution. The Mayor is authorized to execute and deliver the Agreement on behalf of the Town.

Section 2. The Advisory Service Agreement between the Town of Firestone and Renew Development Services is hereby approved in substantially the same form as the copy attached hereto as “Exhibit B” and made a part of this resolution. The Mayor is authorized to execute and deliver the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 8th day of November, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi Bashor, CMC, Town Clerk

EXHIBIT A
MOU

EXHIBIT B
Advisory Services Agreement

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “**MOU**”) dated this 8th day of November 2023 (the “**Effective Date**”), is made by and between the FIRESTONE URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “**Authority**”), the TOWN OF FIRESTONE, a politic of the State of Colorado (the “**Town**”), and P3 ADVISORS, LLC, an Illinois limited liability company (the “**Developer**”) (individually and collectively referred to herein as a “**Party**” and the “**Parties**”).

RECITALS

A. The Town owns multiple properties (the “**Properties**”) located in the town of Firestone, Colorado, which the Town intends to redevelop with a mix of uses, which may include a sports complex and a water sports park, among other possible uses. As of the Effective Date, it is anticipated that such redevelopment will initially focus on the area commonly known as Central Park, which constitutes part of the Properties and is defined below as the Property.

B. Consistent with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 (the “**Act**”) which provides for the urban renewal of blighted areas, the Authority is carrying out the Northern Firestone Urban Renewal Plan Area adopted and approved by the Firestone Board of Trustees (the “**Board**”) in August 2015, and includes the Properties owned by the Town (the “**Plan**”). The Plan applies to the area depicted on Exhibit A, attached hereto and incorporated by this reference, (the “**Plan Area**”). The Plan includes an approximately 253.5-acre site within the Plan Area (the “**Property**”), commonly known as Central Park and as more particularly described on Exhibit B attached hereto and incorporated by this reference.

C. The Developer has submitted a conceptual proposal to the Authority to redevelop some or all of the Property by constructing thereon up to 253.5 acres of mixed-use improvements and related amenities (the “**Proposal**”). The Proposal contemplates such redevelopment to be completed in whole or in part by the Town, by private parties including the Developer, or by some to be determined combination of public and private ownership, development, and operation.

D. Based on months of collaboration prior to the Effective Date, the Parties have determined furtherance of the Proposal will be best served through a process consisting of three phases, which may overlap in whole or in part: 1) Phase I – Mutual study of the Property and market conditions for redevelopment through retention of Developer or its wholly owned affiliate to provide services for assessment of the development of the Property pursuant an advisory services agreement (the “**Advisory Services Agreement**”); 2) Phase II – Agreement by the Parties to a period of exclusive negotiations and other agreed terms, outlining in detail the responsibilities, obligations, and terms for the redevelopment of the Property, and reimbursement for costs associated with the redevelopment, in accordance with the Plan and the Colorado Urban Renewal Law; and 3) Phase III – Finalization and execution of a formal agreement between the Parties, and to begin and complete disposition, redevelopment and reimbursement of the Property (the “**Development Agreement**”).

E. This MOU is necessary to assist the Parties in detailing the Proposal and methodology for carrying out development of Property in accordance with the Plan during the time

the Development Agreement is being negotiated and formally adopted. Except as expressly provided herein, legally binding obligations of the Parties for or regarding development, in whole or in part, of the Property shall not be deemed finally accepted until the Parties have entered into a mutually agreeable Development Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants of the Parties hereto, and the following mutual covenants and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree as follows:

1.0 Phase I – Advisory Services Agreement. Should the Parties agree and execute this MOU, the Town, the Authority and Renew Development Services, LLC, Developer's wholly owned affiliate, shall enter into the Advisory Services Agreement substantially in the form attached hereto as Exhibit C.

2.0 Phase II – Exclusive Negotiations. The Parties agree that during the term of the Advisory Services Agreement, as such period may be extended from time to time by mutual agreement of the Parties (the "**MOU Negotiation Period**"), they will negotiate exclusively and in good faith with one another, and analyze the potential redevelopment options for the Property, as contemplated by the results and deliveries arising from the Advisory Services Agreement, in an effort to determine whether the Parties desire to enter into a mutually acceptable Development Agreement to redevelop the Property. At the end of the MOU Negotiation Period, the Parties shall decide whether to move forward with the development and shall engage in exclusive negotiations of a mutually acceptable Development Agreement for a period that shall not exceed an additional six (6) months (the "**DA Negotiation Period**"). The MOU Negotiation Period and the DA Negotiation Period are collectively referred to herein as the "**Negotiation Periods**." The Negotiation Periods may be extended beyond the dates set forth in this MOU only by written agreement of the Parties.

3.0 Performance During Negotiation Periods. During the Negotiation Periods, the Parties shall use good faith, commercially reasonable efforts to reach agreement on the items set forth below and to negotiate and finalize a mutually acceptable Development Agreement that will incorporate the same. However, the Negotiation Periods constitute planning periods and do not grant the Developer any rights to develop the Properties.

3.1 *Project Costs.* Developer, Town and Authority shall work to refine the costs of the project and allocation of such costs among them, to the extent not expressly set forth in the Advisory Services Agreement. The Parties agree that the Developer shall be responsible for hiring and bearing the costs of any third-party consultants engaged solely and directly by Developer, subject to potential reimbursement as set forth pursuant to section 3.2 herein. Each party shall be responsible for the cost of its attorney fees related to the activities under this MOU and the Advisory Services Agreement.

3.2 *Reimbursement of Costs.* The Parties acknowledge that they may later agree to terms under the Development Agreement that would allow the Developer to seek reimbursement from the Town and/or the Authority for Developer's costs for third-party consultants incurred during the Negotiation Periods. However, if the Parties do not enter into a Development Agreement at the end of the Negotiation Periods, neither the Town nor the Authority have any

liability to Developer for reimbursement of such costs except as set forth in the Advisory Services Agreement. The Developer shall bear the cost of any project master planning; development of pre-construction plans; engineering and estimating; financing and modeling projections; and market studies desired by the Developer and not addressed pursuant to the Advisory Services Agreement (“**Developer Studies**”).

3.3 *Reports and Studies.* In the event this MOU is terminated at the end of the MOU Negotiation Period or a Development Agreement is not executed prior to the end of the DA Negotiation Period, or the Town and/or the Authority has not expressly agreed in writing to retain and exclusively use Developer for the development of the Property or a similar project, the Town and the Authority shall be entitled to, at no additional cost to the Town or the Authority, the transfer of all of Developer’s and Developer’s rights in the reports, studies and other third party deliverables developed or purchased by Developer during the Negotiation Periods, including the Developer Studies, along with the right to use any and all such materials, including Developer’s affiliates’ processes, procedures, studies, and other intangible property owned by Developer and related to the Property.

3.4 *Ownership Structure.* The Parties shall coordinate to determine a mutually agreeable ownership structure of the Property and the development during the Negotiation Periods.

3.5 *Financial Plan.* The Parties acknowledge that the Developer will likely require public financing and other financial incentives, including tax increment financing to offset the cost of certain public improvements that will be required for the project. The Developer intends to work with the Authority to analyze the potential increment to be generated within the Properties, the costs to implement the project, and whether and how much of the available increment may be dedicated to offset such costs. As part of the Development Agreement, the Parties may agree on a financial arrangement for the project, or components thereof, that is acceptable to the Parties. The Parties further acknowledge that the expenditure of incremental tax revenues for eligible improvements may be limited by the Colorado Urban Renewal Law, limitations imposed on Town incremental revenues by the Firestone Board of Trustees, or limitations imposed by the Authority.

3.6 *Work Plan.* The Developer agrees to create a plan to identify a critical path schedule, budget, contracting plan, sustainability goals and reporting (the “**Work Plan**”) during the Negotiation Periods.

4.0 Automatic Termination. If a final Development Agreement is not executed by the Parties on or before the expiration of the DA Negotiation Period, this MOU shall automatically terminate and be of no further force or effect.

5.0 Developer’s Covenants. The Developer warrants and covenants as follows:

5.1 The Developer has the financial and legal ability, power, and authority to enter into this MOU and to provide further monetary advances in order to develop the Property consistent with its Proposal.

5.2 The Developer has disclosed (or during the course of the negotiations shall disclose) to the Authority its principals, officers, stock holders, partners, joint venturers, members,

guarantors and other interested persons having an interest greater than 25% in the proposed redevelopment of the Property.

6.0 Indemnification. The Developer shall indemnify and hold harmless the Authority, the Town, and any of their respective officials, officers, employees or agents (collectively the “Indemnified Parties”) for and against any loss, damage or claims of any loss or damage (including reasonable legal fees) resulting from any action, representation, commitment, or activity of the Developer in connection with the proposed redevelopment of the Property or attempts by the Developer or any agent or representative of the Developer to acquire any of the Property or any property rights or interests therein.

7.0 No Assignment. This MOU may not be assigned, in whole or in part, by any Party without the prior written consent of the other. The Town and the Authority recognize that the Developer may form a separate, special purpose entity to develop, own or operate the Property and the improvements to be constructed thereon and that one or more assignments may be required in connection with such activities. Approval of any such assignment shall not be unreasonably withheld, conditioned, or delayed by the Town or the Authority.

8.0 Covenant Against Contingent Fees. Absent separate written agreement, neither the Authority nor the Town shall be liable for any real estate commissions or brokerage fees that may arise as a consequence of any transaction involving this MOU, the Property, or the Proposal or any part thereof. The Parties represent that neither has engaged a broker, agent or finder in connection with this MOU.

9.0 The Authority or the Town not a Partner. Notwithstanding any language in this MOU, absent separate written agreement to the contrary, neither the Authority nor the Town shall be deemed to be a partner or joint venturer of the Developer, and neither the Authority nor the Town shall be responsible for any debt of the Developer or of any operator or manager of the Developer.

10.0 Nonliability of Town or Authority Officials and/or Employees or Agents. No board member, commissioner, employee, agent, consultant, underwriter, bond counsel or attorney of the Authority or the Town shall be personally liable to the Developer under this MOU or in the event of any default or breach by the Town or Authority under this MOU.

11.0 Conflicts of Interest. None of the following shall have any personal interest, direct or indirect, in this MOU: a member of the governing body of the Authority or of the Town, an employee of the Authority or of the Town who exercises responsibility concerning the Plan or an individual or firm retained by the Town or the Authority who has performed consulting or legal services in connection with the Plan. Nor shall any of the above persons or entities make any decisions relating to this MOU that affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

12.0 Notices. A notice, demand or other communication under this MOU by any Party to the other shall be in writing and sufficiently given when (a) delivered in person, (b) delivered by overnight courier service with guaranteed next-day delivery, (c) three (3) business day have passed after being properly deposited in United States registered or certified mail, return receipt

requested, postage prepaid, (d) transmitted electronically (i.e., facsimile device or email) so long as a hard copy is delivered via method (a), (b), or (c) within three (3) business days, addressed as set forth below:

12.1 in the case of the Developer, is addressed to or delivered to the Developer as follows:

P3 Advisors, LLC
115 Wilcox St., Ste 206
Castle Rock, CO 80104

12.2 in the case of the Authority, is addressed to or delivered to the Authority as follows:

Firestone Urban Renewal Authority
9950 Park Avenue
Firestone, CO 80504

with a copy to:

Carolynne White
Brownstein Hyatt Farber Schreck, LLP
410 17th Street, Suite 2200
Denver, Colorado 80202
Email: cwhite@bhfs.com

13.3 in the case of the Town, is addressed to or delivered to the Town as follows:

Town of Firestone
9950 Park Avenue
Firestone, CO 80504

with a copy to:

William Hayashi
Town of Firestone Attorney
1650 38th Street
Boulder, CO 80301

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section.

12.3 Severability. If any term or provision of this MOU or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and

each such term and provision of this MOU shall be valid and be enforced to the fullest extent permitted by law.

13.0 Counterparts. This MOU may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same MOU. This MOU may be executed by facsimile and/or .pdf signatures which shall be binding on the parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

14.0 Time is of the Essence. Time is of the essence of this MOU. As used herein, the term “**Business Day**” shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Colorado. In computing any period of time under this MOU, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed also shall be included provided that if such last day is not a Business Day, then the last date for performance thereof shall be extended to the next Business Day.

15.0 Entire MOU. This MOU contains all of the representations, warranties and agreements of the Parties with respect to the provisions hereof. The Recitals set forth are incorporated in this MOU by this reference as if set forth at length.

16.0 Governmental Immunity. The Authority, its officers and employees, and the Town, and its officers and employees, are relying on and do not waive by any provision of this MOU, 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 Authority, its officers and employees, and the Town, its officers and employees.

17.0 Applicable Law and Venue. The laws of the State of Colorado shall govern the interpretation and enforcement of this MOU, and exclusive venue shall be in the Denver County District Court.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES CONTINUE ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Town, the Authority and the Developer have caused this MOU to be duly executed as of the day first above written.

THE AUTHORITY:

FIRESTONE URBAN RENEWAL AUTHORITY,
a body corporate and politic of the State of Colorado

Chairperson

ATTEST:

Town Recording Secretary

APPROVED AS TO FORM:

Carolynne White, Special Counsel to the Authority

THE DEVELOPER:

P3 ADVISORS, LLC,
an Illinois limited liability company

By:_____

Name:_____

Title:_____

THE TOWN:

TOWN OF FIRESTONE,
a politic of the State of Colorado

A.J. Krieger, Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

William Hayashi, Town Attorney



 PLAN AREA
(APPROXIMATE AREA = 2,344 AC)



SCALE 1"=3000'
APRIL 22, 2008

THIS EXHIBIT IS NOT A SURVEY. ALL
RIGHTS-OF-WAY, LOT LINES
AND PROPERTY BOUNDARIES ARE SHOWN FOR
REFERENCE ONLY.



EXHIBIT B
The Property

**A PART OF THE NORTH HALF OF SECTION 18,
T2N, R67W OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO**

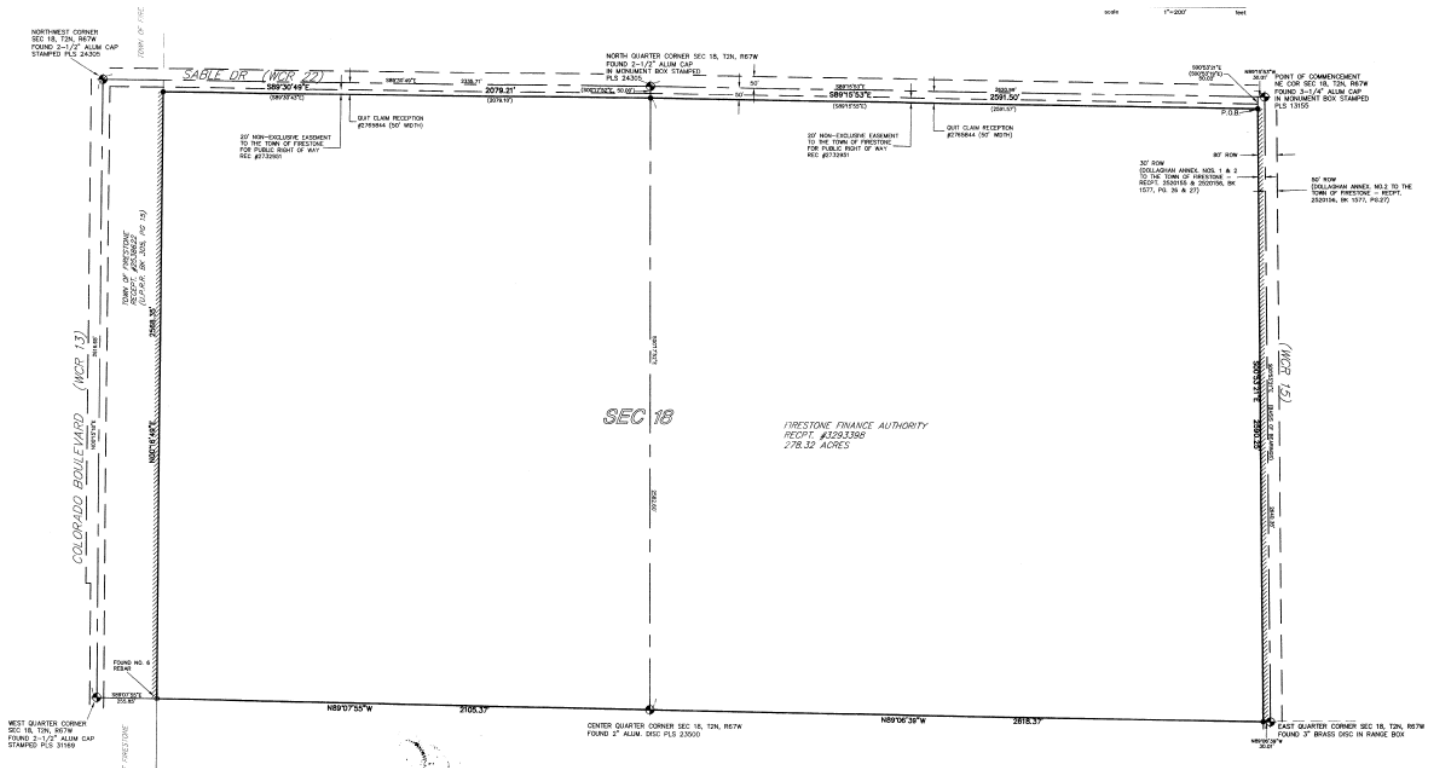


EXHIBIT C
Advisory Services Agreement

[attached hereto]



ADVISORY SERVICES AGREEMENT

1. **Agreement.** This Advisory Services Agreement ("Agreement"), entered into and effective this 8th day of November, 2023 (the "Effective Date"), is made by and among FIRESTONE URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado ("FURA"), and the TOWN OF FIRESTONE, a politic of the State of Colorado (the "Town") (collectively, "Client") and RENEW DEVELOPMENT SERVICES, LLC, a Colorado limited liability company ("Contractor") and a wholly owned affiliate of P3 Advisors, LLC, an Illinois limited liability company (the "Developer") (individually and collectively referred to herein as a "Party" and the "Parties").

2. **Project Overview.** Pursuant to the terms of that certain Memorandum of Understanding (the "MOU") dated November 8, 2023 between the Client and the Developer, Client desires to engage Contractor to assist in analyzing, and potentially to develop approximately 253.5 acres of property owned by the Town (the "Property"), commonly known as Central Park, within the Northern Firestone Urban Renewal Plan Area adopted by the Firestone Board of Trustees in August 2015, as depicted on Exhibit A attached hereto and incorporated by this reference, and as more particularly described on Exhibit B attached hereto and incorporated by this reference. Contractor accepts and is willing to perform such services for a mixed-use development project which may include a sports complex, water sports park, hotel, and other possible uses (the "Project").

3. **Project Scope.** Phase I of the Project consists of a mutual study of the property and market conditions for development. Pursuant to this agreement, as part of Phase I, Developer agrees to undertake the following activities and services: strategic real estate planning; development advisory services; overall market analysis; background and current conditions; private joint venture or financing opportunities for recreation and hotel development (the "Services"). The complete Scope of Services to be performed by Contractor and a timeline of the same ("Project Description"), are more fully described on Exhibit C, attached hereto and incorporated by this reference. The Services shall be conducted in a manner such as to benefit Client, define the Project and ultimately capture optimal value and returns for the Parties.

4. **Term: Termination.**

- a. This Agreement shall commence on the Effective Date. It shall continue until the Contractor completes the Scope of Services to the satisfaction of the Town or until terminated as provided herein.
- b. Client may terminate this Agreement upon 60 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, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity. Upon termination of this Agreement, this

Agreement, except as otherwise specifically provided herein, shall be of no further force and effect except as to obligations incurred prior to the date of termination.

5. **Compensation.** Client shall pay Contractor compensation for the Services, which may include time, materials, and third-party expenses in accordance with the estimated budget (the "Budget") as set forth on Exhibit D attached hereto and incorporated by this reference, and subject to a total compensation cap of \$380,000.00 (the "Compensation Cap"). All requests for compensation pursuant hereto must be accompanied by invoices, receipts or other documentation reasonably satisfactory to the Client. Contractor shall invoice Client for services performed under this Agreement no more frequently than monthly and no less frequently than quarterly. Invoices shall be paid by Client to Contractor within 30 days of receipt, and if not paid within 30 days of receipt shall be subject to an additional charge of 1 -1/2 % per month on the outstanding balance. Contractor shall not exceed the Compensation Cap unless the Client has provided prior written consent.

6. **Default.**

- a. Contractor Default. Notwithstanding any other provision of this Agreement, the following events shall be deemed events of default giving Client the option to terminate this Agreement by written notice to Contractor.
 - i. Contractor fails to perform the Services hereunder by the expiration of the Term.
 - ii. Contractor fails to perform its obligations under this Agreement and fails to cure such default within 30 days of receipt of written notice from Client.
 - iii. Contractor is adjudicated bankrupt or insolvent or petitions for an arrangement or reorganization pursuant to the provisions of any state or federal bankruptcy or insolvency acts, or if a receiver or trustee is appointed for all or any part of its property, or if Contractor makes any unauthorized assignment of its property for the benefit of creditors.
- b. Client Default. Notwithstanding any other provision of this Agreement, the following events shall be deemed events of default giving Contractor the option to terminate the Agreement by written notice to Client.
 - i. Client's failure to pay any invoice from Contractor within 30 days of receipt of invoice, and fails to cure such default within 10 days of receipt of written notice from Contractor. Upon such termination, Client shall immediately pay Contractor for all services rendered by Contractor up to the date of termination, including all interest, termination costs and other related expenses incurred by Contractor. In the event of such default, the Client shall reimburse Contractor for all costs and expenses of collection,

including out-of-pocket costs, court costs and fees, and reasonable attorney's fees, including any incurred on appeal.

- ii. Client fails to perform its obligations hereunder, and fails to cure such default within 30 days of receipt of written notice from Contractor.

7. **Remedies.** In addition to termination in the event of a default, the Parties are all entitled to those remedies available in equity or in law, including specific performance.

8. **Independent Contractor.** Under this agreement, Contractor shall have the status of an independent contractor and shall not be considered an employee, partner or agent of the Client or any other service provider. Nothing in this agreement shall be construed as creating a joint venture, partnership, agency or other similar relationship between Client and Contractor. Each Party shall be solely responsible for all insurance, benefits or expenses and taxes paid on behalf of any employees retained by each Party. The Parties shall not be responsible for any debt or liability of any other Party.

9. **Professional Performance.** Subject to the limitations and scope outlined within this Agreement, Contractor shall perform the Services specified hereunder in accordance with the performance exercised by other professional contractors under similar circumstances and pursuant to local custom and practice.

10. **Indemnity.** Except to the extent caused by Client or Client's negligence or willful misconduct, Contractor agrees to defend, indemnify, and hold harmless Client, and its employees and agents, from and against all losses, liabilities, costs, damages, and claims suffered or incurred by Client arising out of any negligence, fraud, wrongful fact or omission by Contractor.

11. **Limitation of Liability.** Liabilities or damages that Contractor may owe to Client for any losses, damages, suits, claims or liabilities arising out of, or relating to, the performance of consulting services as identified in this Agreement shall not exceed an amount equal to the payments actually made by the Client to Contractor in accordance with this Agreement. There are no intended third-party beneficiaries to this Agreement. Subject to the foregoing and except to the extent caused by Contractor or its subcontractors or Client's gross negligence or willful misconduct, Contractor shall not be liable for any special, indirect, incidental, or consequential damages, including without limitation lost profits or losses or claims related to personal injury or property damage, arising out of the performance of consulting services under this Agreement. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, MADE BY CONTRACTOR HEREUNDER.

12. **Insurance Coverage.** During the Term of this Agreement, Contractor, and any subcontractors, agents or third parties performing work at the Property on behalf of Contractor,

shall carry and maintain, at Contractor's sole cost and expense, the following types of coverage during the Term hereof:

- a. Worker's Compensation insurance in compliance with applicable laws.
- b. Commercial General Liability insurance with coverage in an amount of at least \$1,000,000 per occurrence. Such policy to be written on an occurrence basis, include contractual liability, property damage and bodily injury and completed operations coverage.
- c. Umbrella/Excess Liability insurance in excess of primarily liability limits for commercial general liability no less than \$3,000,000 per occurrence and in the annual aggregate on per location basis.
- d. Such other insurance as reasonably required by Client.

Contractor shall provide to Client a copy of all certificates of insurance, applicable endorsements thereto and renewals thereof demonstrating that such insurance has been obtained and that existing policies are in force during the Term hereof.

13. Safety and Access. Client agrees to inform Contractor of any conditions for performance of the Services as may be required by Town regulations and policies in connection with development of the Project, and further agrees to:

- a. during the Term of this Agreement, grant Contractor, and any subcontractors or agents retained by Contractor, the non-exclusive right to enter onto the Property to the extent necessary to perform the Services in accordance with the terms of this Agreement;
- b. inform Contractor of any hazardous materials or hazardous conditions that could have an effect on the safety and health of Contractor's employees or agents; and
- c. inform Contractor of any other safety rules or regulations that Contractor may be required to adhere to.

14. Changed Conditions. During the performance of the Service under this Agreement, if conditions or situations arise beyond the control of Contractor that have a material effect on Contractor's ability to perform the services, Contractor shall notify the Client in writing and the Client and Contractor shall renegotiate, in good faith, new terms and conditions of this Agreement.

15. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to Section 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open of the transaction of business.

16. Confidentiality. Any reports, programs, or other documents that Client provides Contractor relative to this agreement shall be deemed confidential and Contractor shall not disclose this information without Client's written authorization or pursuant to court order. Any programs, procedures, or other documents (under copyright or otherwise) that are developed by Contractor for Client will remain the property of Contractor, however Client will have unlimited and perpetual rights to modify, reproduce and otherwise utilize such materials internally.

17. Prohibition Against Assignment. Any attempt to assign, transfer, pledge, hypothecate or otherwise dispose of this Agreement or of such rights, obligations, interests, or benefits without written consent of the other party shall be null and void. Notwithstanding the foregoing, Contractor reserves the right to pledge account receivables due hereunder for financing purposes.

18. Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Colorado, without regard to conflict of laws provisions.

19. Amendments. No amendments or additions to this Agreement shall be binding unless in writing and signed by the parties hereto.

20. Waiver. No waiver by any party to this Agreement of any breach or default of any of the terms or provisions hereof shall be effective or be binding upon such party unless the same shall be in writing and signed by or on behalf of such party. No delay or omission by any party hereto to exercise rights under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default or acquiescence therein. No waiver of any default shall be construed, taken or held to be a waiver of any other default or waiver, acquiescence in or consent to any further or succeeding default of the same nature.

21. Governmental Immunity. The Client, its officers 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, §§ 24-10-101, *et seq.*, as amended, or otherwise available to Client and its officers and employees.

22. Notices. Any notices required hereunder shall be given pursuant to notice provisions in the MOU, with Contractor giving and receiving notices in place of P3 Advisors, LLC at the following address: 115 Wilcox St Suite 206, Castle Rock, CO 80104.

23. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Colorado law, but if any provision of this Agreement shall be prohibited by, or be invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

24. **Entire Agreement.** This Agreement shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the parties hereto. The language in all parts of this Agreement shall be construed according to its normal and usual meaning, and not strictly for or against Client or Contractor.

25. **Counterparts.** This Agreement may be executed in several counterparts each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument.

26. **Binding Effect.** The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, and their respective successors and assigns (if permitted hereunder).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Town, the Authority and the Contractor have caused this Advisory Services Agreement to be duly executed as of the day first above written.

TOWN OF FIRESTONE,
a politic of the State of Colorado

A.J. Krieger, Town Manager

ATTEST:

Kristi K Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William Hayashi, Town Attorney

FIRESTONE URBAN RENEWAL AUTHORITY,
a body corporate and politic of the State of Colorado

Chairperson

ATTEST:

Town Recording Secretary

APPROVED AS TO FORM:

Carolynne White, Special Counsel to the Authority

**RENEW DEVELOPMENT
SERVICES, LLC,**

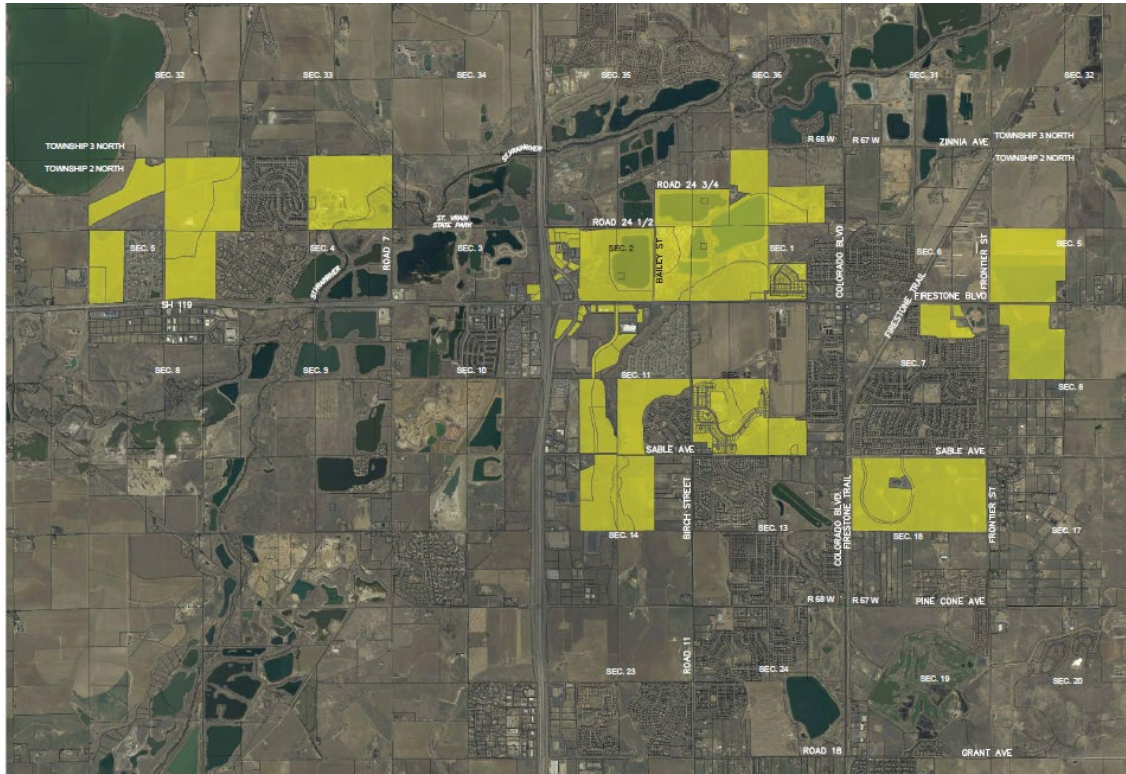
A Colorado limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A Plan Area



NORTHERN FIRESTONE URBAN RENEWAL PLAN AREA

PLAN AREA
(APPROXIMATE AREA = 2,344 AC)



SCALE 1"=3000'

APRIL 22, 2008

THIS EXHIBIT IS NOT A SURVEY. ALL
RIGHTS-OF-WAY, LOT LINES
AND PROPERTY BOUNDARIES ARE SHOWN FOR
REFERENCE ONLY.



EXHIBIT B
The Property

**A PART OF THE NORTH HALF OF SECTION 18,
T2N, R67W OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO**

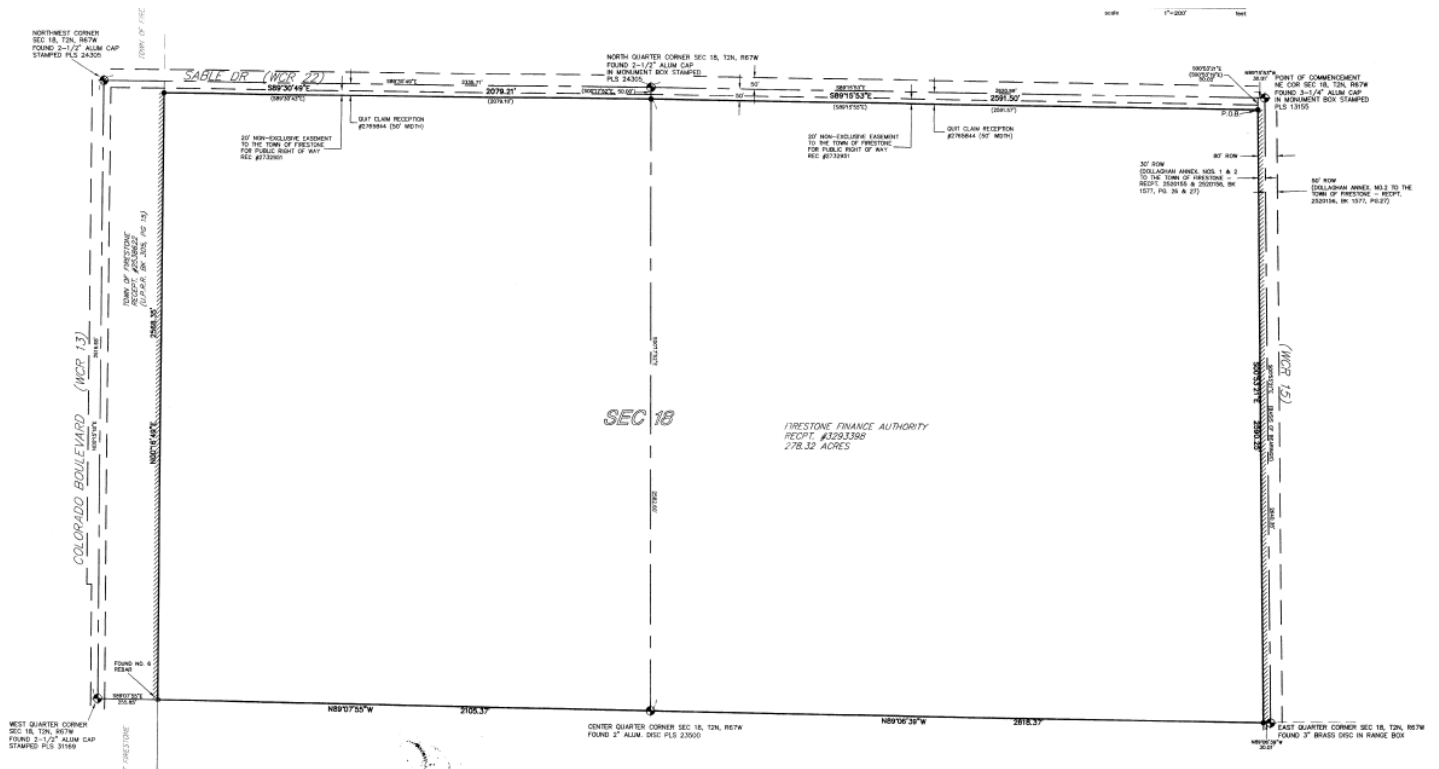
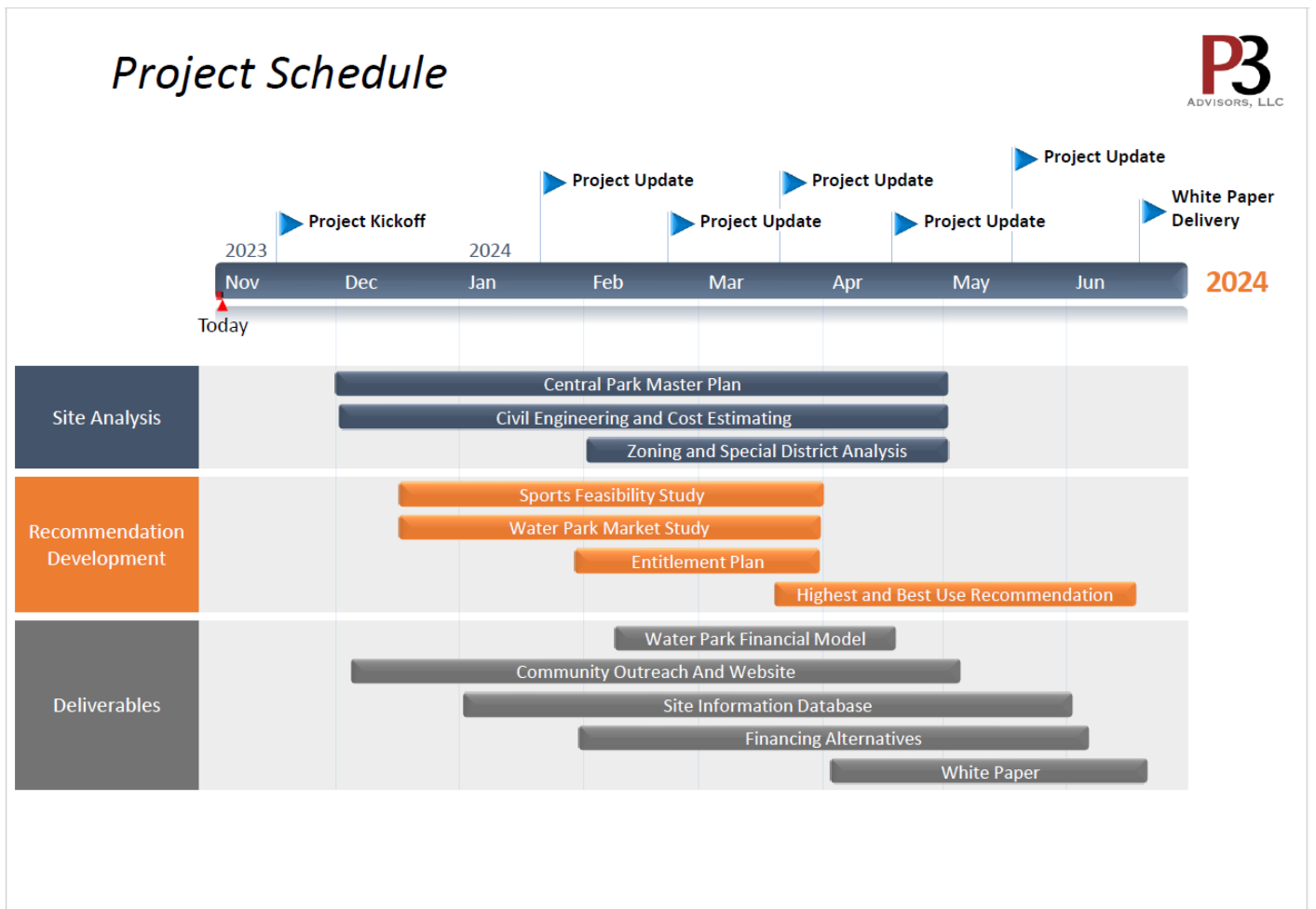


EXHIBIT C
Project Description

This Project Description is attached to, and forms part of the Advisory Services Agreement dated November 8, 2023, by and among the FIRESTONE URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado, and the TOWN OF FIRESTONE, a politic of the State of Colorado (collectively, the “Client”) and RENEW DEVELOPMENT SERVICES, LLC, a Colorado limited liability and a wholly owned affiliate of P3 Advisors, LLC (the “Contractor”) (individually and collectively referred to herein as a “Party” and the “Parties”). Terms contained below which are inconsistent with the remainder of the Agreement shall govern and control.

The Parties agree to the following schedule, scope of work, and estimated budget for the Services. For the avoidance of doubt, Client shall be responsible for expenses payable to third party service providers retained, unless it is otherwise expressly provided that Contractor is responsible for such expenses.



Scope of Work Detail

Developer / Owner's Representative



Owner's Representative

- Program Management
- Development Strategy
- Financing Strategy
- Public Financing Strategy
- Special District analysis
- Primary Point of Contact with the Town
- Scope Design and Management for all Service Providers
- Water Park Feasibility Assessment
- Market Intelligence
- Final Report Preparation
- Scheduling Control
- Document Management
- Report and Presentation Preparation



esplanadere.com

Development Manager

- Build and manage database of property information
- Develop project pro forma
- Monthly update report
- Final Report Preparation Support
- Establish and profile current zoning
- Determine the best fit zoning designation for the mixed use intended use
- Build a re-zoning plan including scope, schedule and budget

	December	January	February	March	April	May	Total
Development Management							
Owner's Representative	\$20,000	\$20,000	\$20,000	\$21,500	\$22,500	\$22,500	\$126,500
Development Manager	\$7,500	\$7,500	\$10,500	\$10,500	\$12,500	\$11,500	\$60,000

Scope of Work Detail

Communications	
 <i>publicalignment.com</i>	Public Relations and Outreach • Project specific copy for the town of Firestone website • Build and manage Central Park-specific website • Community outreach coordination • Participation in public meetings • Monitoring of community feedback on Central Park Project
Legal Counsel	
THE LAW OFFICES OF DANIEL D. DREW, P.C. <i>dan.drewpc.com</i>	General and Transaction Support • End User Letter of Intent advisory • Term Sheet advisory • Non-Disclosure Agreement (NDA) creation and tracking • Service Provider Contracting

	December	January	February	March	April	May	Total
Communications							
Public Relations and Outreach	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$5,000	\$35,000
Legal							
General and Transaction Support	\$4,000	\$3,000	\$3,000	\$3,000	\$3,000	\$0	\$16,000

Scope of Work Detail

Financing



**Capital
Markets**

rbccm.com

Financing Alternatives

- Identify and catalog the various, likely public financing tools to be used on the project for the water park and the public infrastructure needed to serve the development
- Develop multiple financial models for the water park, public infrastructure, and sports facilities

Engineering



liveyourcore.com

Civil Engineering

- Establish current site conditions and create a Site Plan Exhibit Base Map (assumes Town provides current ALTA and topographic survey).
- Research existing utility service providers and requirements
- Research available capacity of sanitary and water facilities
- Analyze offsite requirements including utilities, street, ROW, and drainage
- Floodplain mapping review / survey
- Review easement requirements (Onsite & Offsite)
- Review stormwater requirements, including detention and outfall / offsite requirements
- Review land dedication and fire department dedication requirements
- Analyze site access points and possible access point in according with Town Criteria
- Assist with project development schedule and infrastructure cost estimating.

	December	January	February	March	April	May	Total
Financing							
Financing Alternatives	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering							
Civil Engineering	\$0	\$6,000	\$6,000	\$6,000	\$8,000	\$0	\$26,000

Scope of Work Detail

Conceptual Site and Water Park Planning



Site Master Planning

- Determine land use designations, including site plan elements for key areas (buildings, parking, open space, pedestrian zones and connections).
- Determine developable acreage
- Placemaking to design a community-centric public space
- Identify areas for community open space, parks, trails, and/or buffers
- Coordinate project access points and entry locations
- Plan street and road alignment



Water Park Planning

- Provide Initial design elements of the Water Park
- Create financial model of the Water Park based on the output of the market studies

	December	January	February	March	April	May	Total
Master and Water Park Planning							
Site Master Planning	\$0	\$4,000	\$7,000	\$8,000	\$8,000	\$9,500	\$36,500
Water Park Planning	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$30,000

Scope of Work Detail

Market Studies	
	Sports Feasibility Study • Market Area Analysis • Supply and Demand Analysis • Proposed Improvements Overview • Projection of Income and Expense
	Water Park Market Study • Area, demographic, and neighborhood analysis • Site review • Proposed development and costs • Market analysis • Financial analysis • Valuation analysis

	December	January	February	March	April	May	Total
Market Studies							
Sports Feasibility Study	\$12,500	\$0	\$0	\$12,500	\$0	\$0	\$25,000
Water Park Study	\$12,500	\$0	\$0	\$12,500	\$0	\$0	\$25,000



TOWN OF FIRESTONE QUARTERLY FINANCIAL UPDATE

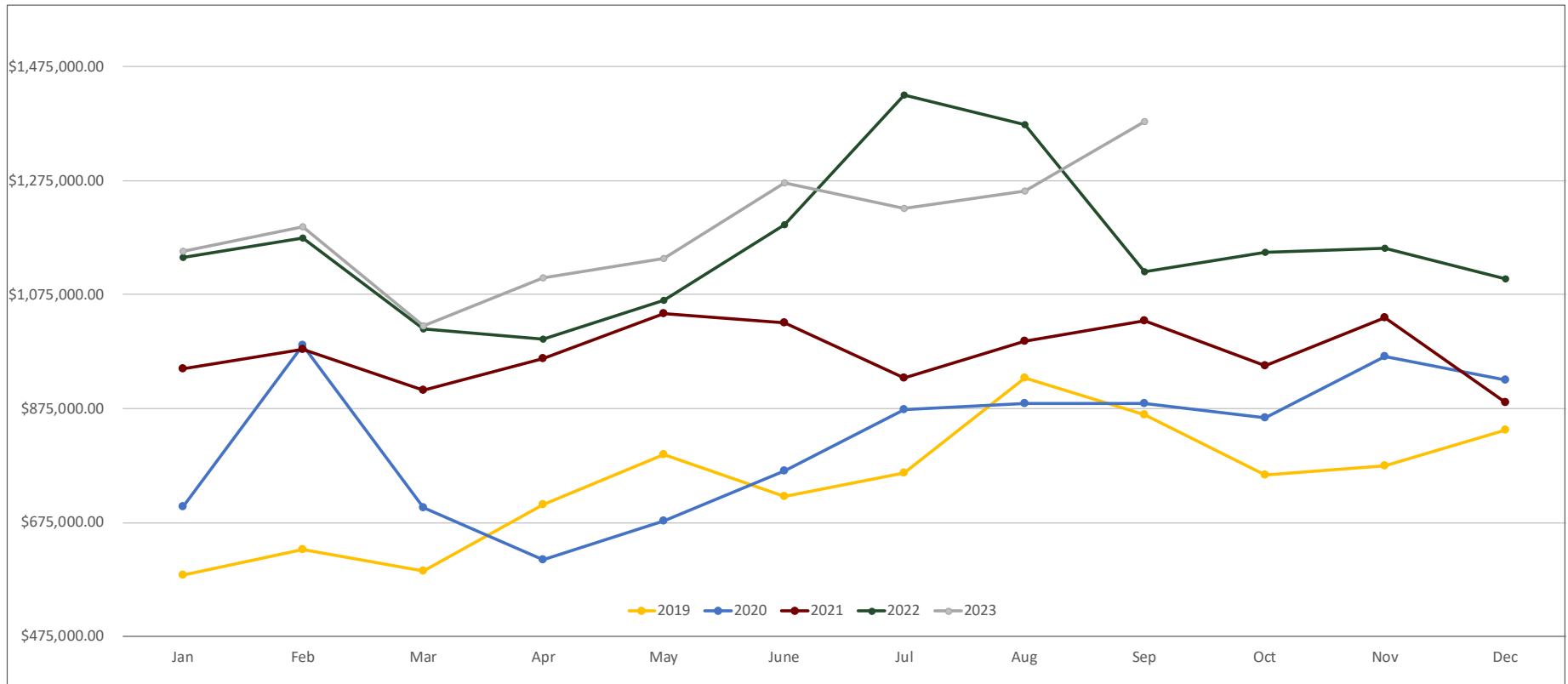
September 30, 2023

Jessica Clanton, Director of Finance



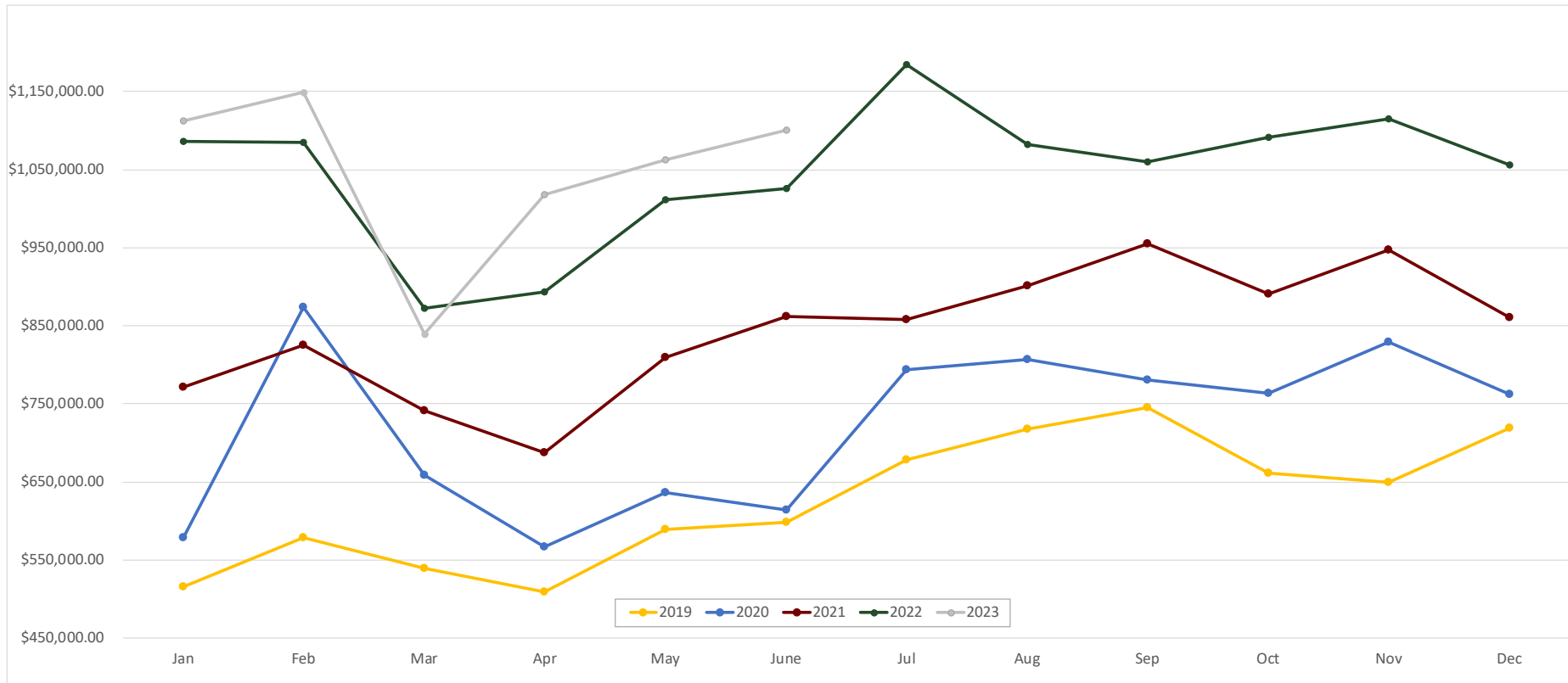
SALES & USE TAX

- Year to date collections \$10,740,035
- Increase of \$236,417 or 2.3% when compared to the prior year



SALES TAX

- Year to date collections \$9,786,851
- Increase of \$485,344 or 5% when compared to the prior year



GENERAL FUND REVENUE

	2023 Adopted Budget	Actual as of September 30, 2023	Over/(Under) Projected	Collection Rate	Prior Year Actual as of September 30, 2022	Over/(Under) Prior Year	Percent Difference
Revenues							
Taxes							
Property Taxes	\$ 1,714,697	\$ 1,702,625	\$ (12,072)	99.30%	\$ 1,587,286	\$ 115,339	7.27%
Sales Taxes	8,475,218	4,907,396	(3,567,822)	57.90%	4,502,523	404,873	8.99%
Use Tax	2,080,154	730,841	(1,349,313)	35.13%	937,417	(206,576)	-22.04%
Other Tax	223,609	143,292	(80,317)	64.08%	169,794	(26,502)	-15.61%
Total Taxes*	12,493,678	7,484,154	(5,009,524)	59.90%	7,197,020	287,134	3.99%
Intergovernmental Revenues	1,611,255	1,308,050	(303,205)	81.18%	1,208,321	99,729	8.25%
Licenses and Permits	1,996,803	1,181,260	(815,543)	59.16%	1,008,456	172,804	17.14%
Fines and Forfeitures	110,214	179,947	69,733	163.27%	88,395	91,552	103.57%
Charges for Services & Fees	1,682,402	887,147	(795,255)	52.73%	1,141,459	(254,312)	-22.28%
Other Revenues	137,000	739,575	602,575	539.84%	129,044	610,531	473.12%
Total Revenues	18,031,352	11,780,133	(6,251,219)	65.33%	10,772,695	1,007,438	9.35%
Transfers In	3,133,800	-	(3,133,800)	0.00%	-	-	N/A
Total Revenue	\$ 21,165,152	\$ 11,780,133	\$ (9,385,019)	55.66%	\$ 10,772,695	\$ 1,007,438	9.35%

*Due to normal collection cycles, the tax revenues presented in the above statement represent amounts collected as of two months prior and not of that of the period being reported.

GENERAL FUND EXPENDITURES

	2023 Adopted Budget	Actual as of September 30, 2023	Over/(Under) Adopted Budget	Spending Rate	Prior Year Actual as of September 30, 2022	Over/(Under) Prior Year	Percent Difference
Legislative	\$ 142,098	\$ 82,958	\$ (59,140)	58.38%	\$ 123,553	\$ (40,595)	-32.86%
Town Manager	1,873,205	1,284,473	(588,732)	68.57%	1,134,864	149,609	13.18%
Town Clerk	263,226	140,375	(122,851)	53.33%	166,375	(26,000)	-15.63%
Marketing and Communications	580,573	399,104	(181,469)	68.74%	331,584	67,520	20.36%
Human Resources	571,650	347,023	(224,627)	60.71%	345,977	1,046	0.30%
Finance	1,947,142	1,213,452	(733,690)	62.32%	1,034,393	179,059	17.31%
Technology	1,247,482	862,163	(385,319)	69.11%	677,963	184,200	27.17%
Planning & Development	1,267,670	726,716	(540,954)	57.33%	928,341	(201,625)	-21.72%
Police	6,233,396	4,130,772	(2,102,624)	66.27%	3,337,658	793,114	23.76%
Public Works	4,891,778	3,300,187	(1,591,591)	67.46%	3,155,492	144,695	4.59%
Engineering	363,875	193,972	(169,903)	53.31%	192,092	1,880	0.98%
Economic Development	80,410	39,919	(40,491)	49.64%	185,622	(145,703)	-78.49%
Total Expenditures	<u>\$ 19,462,505</u>	<u>\$ 12,721,114</u>	<u>\$ (6,741,391)</u>	<u>65.36%</u>	<u>\$ 11,613,914</u>	<u>\$ 1,107,200</u>	<u>9.53%</u>

CAPITAL PROJECTS FUND

	2023 Adopted Budget	Actual as of September 30, 2023	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of September 30, 2022	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Sales Taxes - 1%	\$ 2,869,571	\$ 1,605,870	\$ (1,263,701)	55.96%	\$ 1,543,139	\$ 62,731	4.07%
Sales Taxes - .6%	2,090,122	1,248,221	(841,901)	59.72%	1,427,388	(179,167)	-12.55%
Use Tax	624,046	224,206	(399,840)	35.93%	-	224,206	N/A
Impact Fee Revenue	5,766,042	314,197	(5,451,845)	5.45%	1,222,952	(908,755)	-74.31%
Cash in Lieu	6,638,093	1,242,480	(5,395,613)	18.72%	350	1,242,130	354894.29%
Miscellaneous Revenues							
Grant Revenue	-	-	-	N/A	2,264,090	(2,264,090)	-100.00%
Intergovernmental Revenue	18,300	-	-		-		
Investment Earnings	90,000	300,277	210,277	333.64%	91,576	208,701	227.90%
Total Revenues	18,096,174	4,935,251	(13,142,623)	27.27%	6,549,495	(1,614,244)	-24.65%
Expenditures							
Capital Improvement Expenditures	6,216,373	4,482,764	(1,733,609)	72.11%	1,353,915	3,128,849	231.10%
Total Expenditures	6,216,373	4,482,764	(1,733,609)	72.11%	1,353,915	3,128,849	231.10%
Total Revenues Over/(Under) Expenditures	11,879,801	452,487	(11,427,314)	3.81%	5,195,580	(4,743,093)	-91.29%
Other Financing Sources/Uses	(5,447,119)	(391,805)	5,055,314	N/A	(435,728)	43,923	N/A
Revenues Over/(Under) Expenditures	\$ 6,432,682	\$ 60,682	\$ (6,372,000)	0.94%	\$ 4,759,852	\$ (4,699,170)	-98.73%

*Due to normal collection cycles, the tax revenues presented in the above statement represent amounts collected as of two months prior and not of that of the period being reported.



WATER FUND

	2023 Adopted Budget	Actual as of September 30, 2023	Over/(Under) Budget	Collection/ Spending Rates	Prior Year Actual as of September 30, 2022	Current Year Over/(Under) Prior Year	Percent Difference
Revenues							
Charges for Services							
Operating Revenue	\$ 10,442,002	\$ 5,160,878	\$ (5,281,124)	49.42%	\$ 6,174,046	\$ (1,013,168)	-16.41%
Impact Fee Revenue	829,311	5,567	(823,744)	0.67%	150,265	(144,698)	-96.30%
Native Water Dedication & Credit Fees	18,000,000	24,760,000	6,760,000	137.56%	6,682,525	18,077,475	270.52%
Miscellaneous Revenues							
Investment Earnings	110,000	684,042	574,042	621.86%	144,936	539,106	371.96%
Total Water Fund Revenues	29,381,313	30,610,487	1,229,174	104.18%	13,151,772	17,458,715	132.75%
Expenditures							
Operating Expenditures	7,729,422	4,305,637	(3,423,785)	55.70%	3,871,374	434,263	11.22%
Capital Improvement Expenditures	36,249,623	24,380,127	(11,869,496)	67.26%	13,588,390	10,791,737	79.42%
Total Expenditures	43,979,045	28,685,764	(15,293,281)	122.96%	17,459,764	11,226,000	64.30%
Other Financing Uses	2,889,120	21,416,950	18,527,830	741.30%	807,733	20,609,217	2551.49%
Total Water Fund Expenditures	46,868,165	50,102,714	3,234,549	106.90%	18,267,497	31,835,217	174.27%
Revenues Over/(Under) Expenditures	\$ (17,486,852)	\$ (19,492,227)	\$ (2,005,375)	N/A	\$ (5,115,725)	\$(14,376,502)	N/A

STORMWATER FUND

	<u>2023 Adopted Budget</u>	<u>Actual as of September 30, 2023</u>	<u>Over/(Under) Budget</u>	<u>Collection/ Spending Rates</u>	<u>Prior Year Actual as of September 30, 2022</u>	<u>Current Year Over/(Under) Prior Year</u>	<u>Percent Difference</u>
Revenues							
Charges for Services							
Stormwater Charges	\$ 695,586	\$ 542,482	\$ (153,104)	77.99%	\$ 516,267	\$ 26,215	5.08%
Impact Fee Revenue	574,999	3,734	(571,265)	0.65%	105,038	(101,304)	-96.45%
Miscellaneous Revenues							
Investment Earnings	20,000	42,008	22,008	210.04%	14,212	27,796	195.58%
Total Revenues	1,290,585	588,224	(702,361)	45.58%	635,517	(47,293)	-7.44%
Expenditures							
Stormwater Collection	932,781	559,391	(373,390)	59.97%	533,747	25,644	4.80%
Capital Improvement Expenditures	426,015	57,227	(368,788)	13.43%	157,260	(100,033)	-63.61%
Total Expenditures	1,358,796	616,618	(742,178)	45.38%	691,007	(74,389)	-10.77%
Revenues Over/(Under) Expenditures	\$ (68,211)	\$ (28,394)	\$ 39,817	N/A	\$ (55,490)	\$ 27,096	N/A

CAPITAL IMPROVEMENT PROJECTS

Project Description	2023 Adopted Budget	YTD Expenditures	Amount Remaining	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	5-Year Total	Funding Source
CAPITAL PROJECTS FUND									
Historic Firestone Street Replacement	\$ 1,111,512	\$ 346,194	\$ 765,318	\$ 810,000	\$ 820,000	\$ 830,000	\$ 840,000	\$ 4,411,512	1% Sales Tax
Pavement Maintenance	2,000,000	1,801,617	198,383	1,500,000	1,500,000	1,500,000	1,500,000	8,000,000	ARPA/1% Sales Tax
Dust Control	100,000	47,635	52,365	100,000	100,000	100,000	100,000	500,000	1% Sales Tax
Street and Crosswalk Striping	25,000	24,071	929	30,000	35,000	40,000	45,000	175,000	1% Sales Tax
Street Signs Program	25,000	-	25,000	30,000	35,000	40,000	45,000	175,000	1% Sales Tax
PW Administration Offices Building	740,496	162,150	578,346	-	-	-	-	740,496	.6% Sales Tax
Traffic Signal Upgrade	110,000	6,616	103,384	125,000	130,000	140,000	150,000	655,000	1% Sales Tax
Neighbor's Point Traffic Calming	250,000	21,500	228,500	-	-	-	-	250,000	Metro District
WC Road 26 Bridge	150,000	-	150,000	1,000,000	-	-	-	1,150,000	1% Sales Tax
Mountain Shadows Park	570,000	548,302	21,698	-	-	-	-	570,000	Park Impact Fees
New Traffic Signals	745,003	639,184	105,819	-	-	-	-	745,003	Street Impact Fees
Dog Park Relocation	149,362	120,295	29,067	-	-	-	-	149,362	1% Sales Tax
Events Storage Building	70,000	-	70,000	-	-	-	-	70,000	.6% Sales Tax
BoT Interface	170,000	45,436	124,564	-	-	-	-	170,000	.6% Sales Tax
Firestone BLVD Mill & Overlay	-	719,765	(719,765)	-	-	-	-	-	Working Reserve
Total	\$ 6,216,373	\$ 4,482,765	\$ 1,733,608	\$ 3,595,000	\$ 2,620,000	\$ 2,650,000	\$ 2,680,000	\$ 17,761,373	
CONSERVATION TRUST FUND									
Sports Complex Improvements	\$ 150,000	\$ 24,513	\$ 125,487	\$ 650,000	\$ -	\$ -	\$ -	\$ 800,000	CTF
Settlers Park Improvements	25,000	-	25,000	-	-	-	-	25,000	CTF
Firestone Trail Improvements	75,595	66,965	8,630	-	-	-	-	75,595	CTF
Total	\$ 250,595	\$ 91,478	\$ 159,117	\$ 650,000	\$ -	\$ -	\$ -	\$ 900,595	
BIGHORN FIRESTONE URBAN RENEWAL AUTHORITY									
WC Rd 20 Coal Ridge Ditch Crossing	\$ 1,000,000	\$ 142,462	\$ 857,538	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	Property Tax Increment
Total	\$ 1,000,000	\$ 142,462	\$ 857,538	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	



CAPITAL IMPROVEMENT PROJECTS

Project Description	2023 Adopted Budget	YTD Expenditures	Amount Remaining	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	5-Year Total	Funding Source
WATER FUND									
Water Rights	\$ -	\$ 1,016,100	\$ (1,016,100)	\$ -	\$ -	\$ -	\$ -	\$ -	WF
Gould Well Field	417,969	153,731	264,238	-	-	-	-	417,969	2020 Water Ent. Bond
Mtn Shadows Park Conversion	512,913	55,859	457,054	-	-	-	-	512,913	WF
NISP Participation	787,020	751,270	35,750	800,000	3,759,000	3,759,000	3,759,000	12,864,020	WF
Firestone Reservoir No. 1 Plumbing	933,009	476,184	456,825	-	-	-	-	933,009	2020 Water Ent. Bond
Historic Firestone Water Line	1,015,121	818,032	197,089	710,000	720,000	730,000	740,000	3,915,121	WF
St. Vrain Water Treatment Plant	6,465,866	377,999	6,087,867	-	-	-	-	6,465,866	2020 Water Ent. Bond
St. Vrain WTP Blend Pipeline - Phase 1	1,612,244	209,455	1,402,789	455,000	450,000	3,647,500	3,647,500	9,812,244	2020 Water Ent. Bond
Gould Property Clean Up	15,000	7,303	7,697	-	-	-	-	15,000	WF
St Vrain WTP Injection Well	1,128,504	451,411	677,093	-	-	-	-	1,128,504	2020 Water Ent. Bond
SCADA Upgrade	45,522	23,316	22,206	-	-	-	-	45,522	WF
Firestone Reservoir #2	50,000	-	50,000	-	3,288,140	7,740,800	-	11,078,940	Raw Water Impact Fees
Non-Potable Irrigation System Infr.	200,000	-	200,000	2,242,000	-	-	-	2,442,000	Raw Water Impact Fees
Water Master Plan	125,000	-	125,000	-	-	-	-	125,000	WF
Historic Firestone Water Design	213,599	75,790	137,809	-	-	-	-	213,599	WF
Alluvial Well Field #2	410,636	1,520	409,116	420,000	6,090,000	-	-	6,920,636	WF/Water Ent. Bond
Water Rate Study	120,000	60,403	59,597	-	-	-	-	120,000	WF
Coal Ridge Ditch Lateral Supply Pipeline	803,500	-	803,500	5,043,500	-	-	-	5,847,000	WF/2020Water Ent. Bond
NISP Transfer Pipeline	152,000	-	152,000	122,000	336,250	-	3,792,000	4,402,250	WF
Firestone Reservoir #3	19,900,000	19,901,756	(1,756)	-	-	-	-	19,900,000	Water Enterprise Bond
CWCWD Flow Control/Meter	263,000	-	263,000	3,063,950	-	-	-	3,326,950	Water Enterprise Bond
St. Vrain WTP Expansion	634,500	-	634,500	634,500	5,075,333	5,075,333	5,075,334	16,495,000	WF/Water Ent. Bond
Goddard Ditch Conversion	102,820	-	102,820	564,580	-	-	-	667,400	WF
Tier 2 Water Supply	341,400	-	341,400	681,900	-	-	-	1,023,300	Raw Water Impact Fees
Total	\$ 36,249,623	\$ 24,380,129	\$ 11,869,494	\$ 14,737,430	\$ 19,718,723	\$ 20,952,633	\$ 17,013,834	\$ 108,672,243	
STORMWATER FUND									
Stormwater Fee Study	60,000	-	60,000	-	-	-	-	60,000	SWF
Drainage Master Plan	161,015	57,227	103,788	-	-	-	-	161,015	Impact Fees
Stormwater Ditch Maintenance	50,000	-	50,000	50,000	50,000	50,000	50,000	250,000	SWF
Colo BLVD Drainage Crossing	155,000	-	155,000	-	-	-	-	155,000	SWF
Total	\$ 426,015	\$ 57,227	\$ 368,788	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 626,015	
TOWN-WIDE TOTAL	\$ 44,142,606	\$ 29,154,061	\$ 14,988,545	\$ 19,032,430	\$ 22,388,723	\$ 23,652,633	\$ 19,743,834	\$ 128,960,226	