



TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

December 13, 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** Presentation of the Flags and Pledge of Allegiance by American Legion Post 1985 Color Guards in honor of the Anniversary of Pearl Harbor.
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - a. Approval of November 15, 2023 and November 22, 2023 BOT Regular Meeting Minutes
 - b. **RESOLUTION 23-124:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE 2024 AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE LONGMONT HUMANE SOCIETY INC
 - c. **RESOLUTION 23-125:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LRE WATER, INC.
 - d. **RESOLUTION 23-128:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT; ACCEPTING

* 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.

THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 6, AMENDMENT NO. 1

- e. **RESOLUTION 23-129:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MAINTENANCE AND SERVICE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WATER TECHNOLOGY GROUP (A COGENT COMPANY) FOR THE TOWN'S WATER PUMP SYSTEMS

6. Presentation

- a. Presentation of check to Santa Cops
- b. Police Department Awards
- c. State of the Court

7. Land Development

- a. **PUBLIC HEARING: Resolution 23-111:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR BAREFOOT LAKES, FILING 7 LOCATED WITHIN THE TOWN OF FIRESTONE
- b. **PUBLIC HEARING: Resolution 23-112:** A RESOLUTION OF THE FIRESTONE BOARD OF TRUSTEES APPROVING WITH CONDITIONS A SPECIAL REVIEW USE APPLICATION TO OPERATE CLUB CARWASH FACILITIES ON REAL PROPERTY LOCATED ON LOT 2, FIRELIGHT PARK, IN SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., WITHIN THE TOWN OF FIRESTONE AND AN ACCOMPANYING SITE PLAN PERTAINING THERETO

8. Discussion/Action

- a. **RESOLUTION 23-126:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER RATES, FEES, TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE INVESTMENT FEES
- b. **ORDINANCE NO 1039** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING SECTION 2.44.060, OF THE FIRESTONE MUNICIPAL CODE REGARDING MUNICIPAL COURT FINES PENALTIES AND COURT COSTS

* 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.

- c. **RESOLUTION 23-130:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND SHORT ELLIOTT HENDRICKSON, INC. FOR CERTAIN PRE-CONSTRUCTION SERVICES AND CONSTRUCTION ADMINISTRATION SERVICE FOR THE WELD COUNTY ROAD 26 AND LAST CHANCE DITCH BRIDGE REPLACEMENT PROJECT.
- d. **RESOLUTION 23-131:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES, INC. PERTAINING TO THE ST. VRAIN WATER TREATMENT PLANT PROJECT
- e. Consideration of Mayor's Veto of Resolution 23-120
- f. Appointment of a Regular Member to the Town of Firestone Planning and Zoning Commission

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

10. Reports

- a. Staff
 - 10.a.i.** October and November Financial Reports
- b. Mayor
- c. Trustees

11. Executive Session

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

12. 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: December 13, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of November 15, 2023 and November 22, 2023 BOT Regular Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. NOV 15 min
2. Nov 22 min

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
November 15, 2023

1. Call to Order & Roll Call

The of the Town of Firestone met for a Regular Meeting on November 15, 2023, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at

The following were present upon the call of the roll:

Mayor: Drew Peterson

Mayor Pro-tem: Frank A. Jimenez

Trustees: Don Conyac
David Whelan
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 Town Manager; Katie Hansen, Director of Marketing & Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning & Development; Pam Howard, Planning Manager; 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 Doherty, for Approval of the Agenda. All in Favor, **Motion carried.**

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

Betty Heath, Firestone resident, is in favor of the MOU after the Town Manager explained it at the meeting of November 8, 2023.

Tony Jancosek, Firestone resident, commented on the Mayor not being given a chance to speak at the end of the FURA meeting.

5. Consent Agenda

Motion by Trustee Doherty, **second** by Trustee Sharp, to approve the Consent Agenda

Roll Call Vote:

Yes: 6

No: None

Abstain: None

Motion carried

6. Proclamation

No Proclamations

7. Presentation

- a. Rocky Mountain Christian Church - 2023 Shine Prom Highlights

Josie Dell of the Rocky Mountain Christian Church gave a presentation on the 2023 Shine Prom and showed a video with highlights of the prom.

8. Land Development

9. Discussion/Action

- a. **PUBLIC HEARING: Resolution 23-121:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING A BUDGET FOR THE FISCAL YEAR OF 2024 AND APPROPRIATING SUMS FOR AND DEFRAYING THE EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024 IN ACCORDANCE WITH THE STATUTES OF THE STATE OF COLORADO.

Motion by Trustee Doherty, **second** by Trustee Sharp, to approve **Resolution 23-121:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING A BUDGET FOR THE FISCAL YEAR OF 2024 AND APPROPRIATING SUMS FOR AND DEFRAYING THE EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024 IN ACCORDANCE WITH THE STATUTES OF THE STATE OF COLORADO. The Mayor opened and closed the public hearing,

Roll Call Vote:

Yes: 6

No: None

Abstain: None

Motion carried

- b. **Resolution 23-122:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW FOR THE 2024 FISCAL YEAR.

Motion by Trustee Conyac, **second** by Trustee Doherty, to approve **Resolution 23-122:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND

SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW FOR THE 2024 FISCAL YEAR.

Roll Call Vote:

Yes: 6

No: None

Abstain: None

Motion carried

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

Bobby Mathews, a Firestone Resident, commented on the town budget

11. Reports

a. Staff

11.a.i. 2023 3rd Quarter Financial Report

Jessica Clanton, Director of Finance presented this item to the board.

b. Mayor

Mayor Peterson spoke about Resolution number 2023-120. He said he has not made a decision yet on supporting the resolution or vetoing the decision of the Board Members. He said he would have a decision in writing at the meeting on December 13, 2023.

c. Trustees

Trustee Whelan asked about an audit of the budget. The Town Manager responded. Trustee Whelan had questions regarding the Dog Parks Group. Katie Hansen, Director of Marketing and Communications responded to his questions regarding the next steps. Trustee Holcomb spoke about supporting a tax on Central Park. Trustee Sharp spoke about the Parks and Recreation, Trails and Open Space Commission and the need to appoint a liaison and alternate liaison to the commission. Wants to see more forward movement for the Commission. He asked that the Regular meeting of November 22, 2023, be reinstated so that an item can be put on the agenda to address the Liaison and Alternate Liaison. The Mayor was not in favor of reinstating the meeting as he would not be able to attend due to a commitment he made when the meeting was canceled.

Motion by Trustee Sharp, **second** by Mayor Pro Tem Jimenez, to reinstate the meeting of November 22, 2023, All in Favor 5 - 1, **Motion carried**.

Motion by Trustee Sharp, **second** by Mayor Pro Tem Jimenez, to put onto the agenda for November 22, 2023, an appointment of a Liaison and Alternate Liaison for the Parks and Recreation, Trails and Open Space Commission on the agenda under Discussion/Action. All in Favor, **Motion carried**.

12. Executive Session

At 8:02 pm a Motion by Trustee Conyac and second by Mayor Pro Tem Jimenez, to adjourn into Executive Session All in Favor, **Motion carried**.

- a. An executive session pursuant to C.R.S. 24-6-402 (4)(b) for a conference with the Town's Water Counsel for the purpose of receiving legal advice on specific legal questions regarding the Town's Water Court litigation concerning the St. Vrain Sanitation District and pursuant to C.R.S. 24-6-402 (4)(e)(I) for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding the Town's Water Court litigation concerning the St. Vrain Water Sanitation District.
- b. An executive session pursuant to C.R.S. 24 -6-402 (4)(e)(I) for the purposes of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators regarding Integrated Waters Services Inc.'s contract with the Town of Firestone.

13. Adjournment

Motion by Trustee Sharp, **second** by Mayor Pro Tem Jimenez, to Adjourn at 9:15 PM. All in Favor, **Motion carried.**

Introduced and Approved this 13th day of December, 2023

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Kristi K. Bashor, CMC, Town Clerk

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
November 22, 2023

1. Call to Order & Roll Call

The Town of Firestone met for a Regular Meeting on November 22, 2023, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 06:30 PM The following were present upon the call of the roll:

Mayor: Drew Peterson, Excused

Mayor Pro-tem: Frank A. Jimenez

Trustees: Don Conyac
David Whelan
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 Town Manager; Katie Hansen, Director of Marketing & Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning & Development; Pam Howard, Planning Manager ; David Angelo, Chief of Police; Kristi K. Bashor, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. Pledge of Allegiance

Mayor Pro Tem Jimenez led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Conyac, **second** by Trustee Whelan, for Approval of Agenda All in Favor, **Motion carried.**

4. Public Comment

Mayor Pro Tem Jimenez opened Public Comment and the following citizens came forward to speak:

Randy Duckworth, resident of Firestone

Bobby Matthews, resident of Firestone

Becky Duckworth, resident of Firestone

Betty Heath, resident of Firestone

Tony Jancosek, resident of Firestone

Pat Youn, resident of Firestone

Denise Erichson, resident of Firestone

Mayor Pro Tem Jimenez closed Public Comment

5. Consent Agenda

Motion by Trustee Doherty, **second** by Trustee Conyac, to approve the Consent Agenda

Roll Call Vote:

Yes: 6

No: None

Abstain:

Motion carried.

- a. Approval of November 8, 2023 Board of Trustees Regular Meeting Minutes

6. Presentation

7. Discussion/Action

- a. Appointment of the Liaison and Alternate Liaison to the Parks, Trails, Recreation and Open Space Commission

Motion by Trustee Doherty, **second** by Trustee Conyac, to appoint Trustee Sharp as the Liaison to the Parks, Trails, Recreation and Open Space Commission. Motion carried.

Roll Call Vote:

Yes: 5

No: 1

Abstain: None

Motion by Trustee Conyac, **second** by Trustee Doherty, to Appoint Trustee Whelan as the Alternate Liaison to the Parks, Trails, Recreation and Open Space Commission. Motion carried

Roll Call Vote:

Yes: 6

No: None

Abstain: None

8. Public Comment

Public comment was taken on Item 8. The following persons came forward to speak:

Pat Connor, Firestone resident

Becky Duckworth, Firestone resident

Pat Young, Firestone resident

Tony Jancosoh

9. Reports

Mayor Pro Tem Jimenez spoke about the document he and the Board received from Mayor Peterson stating that he is disapproving/vetoing Resolution 23-120, a resolution 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 the development of Central Park along with other development advisory services. Trustee Conyac stated that he wants to wait and make a decision at the meeting of December 13, 2023 when the Board can discuss with the Mayor, the Mayor's decision. After discussion, it was decided that the Board would wait until the December 13, 2023 meeting to make a decision to either uphold the Mayor's disapproval/veto of Resolution 23-120 that was

passed by the Board at the meeting of November 8, 2023, or to override the Mayor's disapproval/veto and let the passing of the resolution on November 8 stand,.

10. Adjournment

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

Introduced and Approved the DAY of MONTH YEAR

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Kristi K. Bashor, CMC, Town Clerk

Draft

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.b

Consent Agenda

Meeting Date: December 13, 2023

Initiated By: David Angelo

Dept: Police

AGENDA TITLE

RESOLUTION 23-124: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE 2024 AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE LONGMONT HUMANE SOCIETY INC

RECOMMENDATION

Staff recommends approval of Resolution 23-124.

SUMMARY

This Resolution approves the Agreement between the Town of Firestone and the Longmont Humane Society for the term between January 1, 2024, through December 31, 2024.

The Town has utilized the services of the Longmont Humane Society (LHS) since 2010 to provide animal control services for our Police Department and Town residents.

FINANCIAL CONSIDERATIONS

This Agreement stipulates the Town will pay \$39,983.87 from its 2024 budget to the Longmont Humane Society in twelve equal monthly installments.

HISTORY AND PREVIOUS BOARD ACTION

No previous Board action has occurred as the previous financial obligations fell within the Police Department's purchasing limits.

ATTACHMENTS

1. Longmont Humane Society Resolution 23-124
2. 2024 Firestone Longmont Humane Society Contract FINAL

RESOLUTION NO. 23-124

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING THE 2024 AGREEMENT
BETWEEN THE TOWN OF FIRESTONE AND THE LONGMONT
HUMANE SOCIETY INC**

WHEREAS, the Town of Firestone Police Department recommends that the Town of Firestone (“Town”) continue its agreement with the Longmont Humane Society Inc as it provides for the humane treatment of animals impounded within the Town pursuant to Title 6 of the Firestone Municipal Code.

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

The 2024 Agreement between The Town of Firestone and the Longmont Humane Society Inc is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 13th day of December, 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

**2024 AGREEMENT BETWEEN THE TOWN OF FIRESTONE
AND THE LONGMONT HUMANE SOCIETY, INC.**

THIS Agreement is made and entered by and between the Town of Firestone, a Colorado statutory town (Town), and the Longmont Humane Society, Inc., a Colorado non-profit corporation (Society);

WHEREAS the Society provides the services stated in **DUTIES** to the Firestone community; and

WHEREAS for the Society to function properly and provide important services to the Firestone community, it is necessary to provide funds to Society for its services which are deemed to be both desirable and essential for the immediate protection and preservation of the public health, safety, and general welfare of the citizens of Firestone; and

WHEREAS the Society has established and is maintaining a shelter and impoundment facility where animals which have been impounded pursuant to Town ordinances are cared for or disposed of pursuant to said ordinances; and

WHEREAS the Town believes that the Society is an appropriate designated animal shelter and interested in the humane care and treatment of animals; and

WHEREAS the Society is willing to furnish the services identified in **DUTIES** on behalf of the Town and the Town may, as authorized by ordinance, contract for such services.

NOW, THEREFORE, to provide necessary services for the benefit of the Town and its inhabitants, the Town and the Society mutually agree as follows:

TERM. The term of this Agreement is from January 1, 2024 through December 31, 2024; thereafter, the Agreement shall be automatically extended or renewed without further Town Board approval for the next and each succeeding calendar year, unless terminated by either the Town or the Society in writing and by providing notice of such to the other party.

DUTIES: Society agrees to provide the services described below. The Town has authorized \$39,983.87 in its 2024 budget to provide the services described in this Agreement. The Town shall pay said \$39,983.87 in twelve equal monthly installments of \$3,331.99 each to be made no later than the 10th of each month during the term of this Agreement. It is the understanding of the parties that the payments identified herein shall constitute the total compensation payable by the Town for the services identified herein and provided by Society.

The Society shall be entitled to collect from the owner or keeper of an animal all reasonable and necessary costs associated with providing emergency treatment of an impounded animal.

The Society agrees to furnish and provide the following:

- All physical plant facilities and equipment necessary for the efficient, humane, and effective operation of an animal shelter in compliance with all Town of Firestone ordinances and laws of the State of Colorado thereto applicable;

- Competent veterinary medical care for all animals impounded at its facility through the availability of the professional services of a doctor of veterinary medicine licensed to so practice in the State of Colorado; and
- All medical supplies, professional instruments, and equipment necessary for the efficient and effective operation of an animal shelter, along with such facilities as may be required for the disposal of dead animals consistent with public health and safety.

In operating and managing the animal shelter, the Society, shall:

- Conduct the operations of said animal shelter within and upon the premises generally described as the Longmont Humane Society, Longmont, Colorado;
- Maintain such facilities of the Society in a clean and sanitary condition;
- Accept from Town officials or private citizens for impoundment, dogs, cats and other domestic small mammal companion animals. No barnyard, reptiles, birds or other animals are provided for within this Agreement. The Society shall also accept such dead animals from any authorized representative of the Town. The Town, however, shall be responsible for obtaining veterinary services for any animal injured or in immediate need of veterinary care prior to submittal of such animal by the Town for impoundment to the Society as may be required, such initial treatment to be at the sole expense of the Town. In such circumstances, the Town shall complete a Found Report and submit to the Society.
- Establish, keep and maintain a daily register of all animals placed by the Town into and released from the animal shelter; provide whatever form(s) deemed necessary by the Society for recording information on all impounded animals;
- Not release or otherwise dispose of any living domestic animal placed by the Town with the Society, until all fees prescribed and applicable state laws have been satisfied;
- Each animal impounded and placed with the Society pursuant to this Agreement may be reclaimed by the owner during the impoundment period upon verification of ownership. For dogs and cats, the owner must first show proof of current, valid rabies vaccination as required under Firestone Municipal Code Secs. 6.04.010 and 6.04.040. If not available, the Society will offer for purchase a prepaid rabies voucher to be redeemed at the LHS Well Pet Clinic for the owner to later vaccinate their animal. If the owner declines, the Society may still release the dog to the owner.

ACCEPTANCE OF STRAY ANIMALS. The Town acknowledges that the Society accepts stray or abandoned animals brought to the Society by the citizens of Firestone, including animals received from Firestone community service officers in the performance of their duties. Funding for this responsibility is included in this Agreement under **DUTIES**. The Society shall be entitled to collect from the owner or keeper of an animal, all reasonable and necessary costs associated with providing emergency treatment of an impounded animal. The Society does NOT accept reptiles and amphibians.

INTEGRATED AGREEMENT AND AMENDMENTS. This Agreement is an integration of the entire understanding of the parties with respect to the matters set forth herein. This Agreement cannot be altered or amended except in writing, and signed by duly authorized representatives of the respective parties.

STATUS OF SOCIETY. The Society shall perform all services under this Agreement as an independent contractor and not as an agent or employee of the Town. It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed as in any way establishing the relationship of co-partners or joint ventures between the parties hereto, or as construing the Society, including its agents and employees, as an agent of the Town. The Society shall remain an independent and separate entity. The Society shall not be supervised by any employee or official of the Town, nor will the Society exercise supervision over any employee or official of the Town. The Society shall not represent that Society is an employee or agent of the Town in any capacity. **The Society is not entitled to Town workers' compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this Agreement, if applicable.**

PERSONNEL. Society agrees to provide competent personnel with expertise in the delivery of the scheduled services to achieve and maintain a highly professional and competent level of services.

INDEMNITY. The Society shall fully indemnify, defend and hold the Town harmless from all claims, actions, suits, liability, losses, costs, expenses and/or damages of any kind whatsoever which may occur to or be suffered by any person (including, but not limited to the Society, its agents, employees, Society's tenants, invitees, licensees, successors or assigns) arising out of or in connection with its use and occupation of any Town facilities and/or any activities undertaken pursuant this Agreement, except only for those losses resulting solely from the negligence of the Town. Upon commencement of any such suit or action against the Town, the Society shall provide prompt notice to the Town, and shall defend the same at its own cost and expense. If a judgment shall be rendered against the Town in such an action or suit, the Society shall fully satisfy the judgment within ninety (90) days after the same has been conclusively determined.

INSURANCE, The Society shall procure and maintain at its own cost policies of insurance sufficient to insure against all liability claims, demands and other obligations assumed by Society pursuant to this Agreement. The insurance shall include workers compensation insurance as required by law, commercial general liability insurance with minimum combined limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, shall contain a severability of interests provisions and include the Town and its officers, officials, employees as additional insureds. No such coverages shall be cancelled or materially changed without at least 30 days written notice to the Town. The society shall provide certificates of insurance of such coverages to the Town.

TERMINATION. This Agreement may be terminated at the sole discretion of the Town for any violation by the Society of any of the terms and conditions of this Agreement, including the reduction or discontinuance of the services listed in **DUTIES**. This Agreement shall be subject to termination by either party in the event of the failure of the other party to perform any of the terms herein set forth. In such event, written notice shall be given to the other, and if the conditions of noncompliance specified in such notice are not corrected within 60 days of the date of such notice to the reasonable satisfaction of the non-breaching party, this Agreement shall be terminated and of no further effect at the option of the party not in default of the terms herein

contained. Notice shall be mailed to the respective parties at the following addresses unless written notice of change of address is given:

Town

Firestone Police Department
Deputy Chief Bryce Borders
9900 Park Ave.
Firestone, Colorado 80504

Society

Chief Executive Officer
Longmont Humane Society, Inc.
9595 Nelson Road
Longmont, Colorado 80501

PROVISIONS CONSTRUED AS TO FAIR MEANING. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question.

HEADINGS FOR CONVENIENCE. All headings, captions and titles are for convenience and reference only, and of no meaning in the interpretation or effect of this Agreement.

COMPLIANCE WITH ORDINANCES AND REGULATIONS. The Society shall perform all obligations under this Agreement in strict compliance with all federal, state, and Town laws, rules, statutes, charter provisions, ordinances, and regulations applicable to the performance of the Society's services under this Agreement, and specifically, shall not discriminate against any person on the basis of age, ancestry, color, creed, sex, race, religion, national origin, disability, or as otherwise prohibited by law.

NO IMPLIED REPRESENTATIONS. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Agreement.

NO THIRD PARTY BENEFICIARIES. None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Town or the Society receiving services or benefits under this Agreement shall be only an incidental beneficiary.

FINANCIAL OBLIGATIONS OF TOWN. All financial obligations of the Town under this Agreement are contingent upon the Town's Board of Trustees annual appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Agreement shall be deemed a pledge of the Town's credit or a payment guarantee by the Town to the Society. If appropriated funds are not available, both parties shall be relieved of their obligations hereunder.

WAIVER. No waiver of any breach or default under this Agreement by either party shall be a waiver of any other or subsequent breach or default.

SEVERABILITY. Invalidation of any specific provisions of this Agreement shall not affect the validity of any other provision of this Agreement.

.

GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado and venue shall be in Weld County, Colorado.

AUTHORITY. The parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this Agreement for them and to bind them to its terms.

Workers Without Authorization. Society shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. Society shall not knowingly contract with a sub-contractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this Agreement or (b) fails to certify to the Society that the sub-contractor will not knowingly employ or contract with without authorization to perform work under this Agreement.

VERIFICATION REGARDING Workers Without Authorization. Society has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.

LIMITATION REGARDING E-VERIFY PROGRAM. Society shall not use E-verify program procedures to undertake preemployment screening of job applicants while performing this Agreement.

DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS. If the Society obtains actual knowledge that a sub-contractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, the Society shall, unless the sub-contractor provides information to establish that the sub-contractor has not knowingly employed or contracted with a worker without authorization:

1. Notify the sub-contractor and the Town within three days that the Society has actual knowledge that the sub-contractor is employing or contracting with a worker without authorization; and
2. Terminate the subcontract with the sub-contractor if, within three days of receiving notice, that the Society has actual knowledge that the sub-contractor is employing or contracting with a worker without authorization, the sub-contractor does not stop employing or contracting with a worker without authorization.

DUTY TO COMPLY WITH STATE INVESTIGATION. The Society shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

DAMAGES FOR BREACH OF CONTRACT. In addition to any other legal or equitable remedy, the Town may be entitled to for a breach of this Agreement, if the Town terminates this Agreement, in whole or in part, due to Society's breach of any provision of this Agreement, Society shall be liable for actual and consequential damages to the Town.

GOVERNMENTAL IMMUNITY Nothing herein this Agreement shall be deemed a waiver of the rights, limitations and protections afforded the Town its officers, officials, agents and employees provided it by the Colorado Governmental Immunity Act C.R.S. 24-10-101 et seq. as same may be amended from time to time.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.c

Consent Agenda

Meeting Date: December 13, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

RESOLUTION 23-125: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LRE WATER, INC.

RECOMMENDATION

Staff recommends approval of Resolution 23-125, authorizing the execution of a Professional Services Agreement with LRE Water, Inc. for water resource engineering and authorizing staff to expend funds.

SUMMARY

This Agreement is to continue LRE Water, Inc. (LRE) representation of the Town in 2024 for water resource engineering services. LRE has been serving the Town as a Program Manager for water resources matters, reporting to Julie Pasillas, Director of Public Works, since 2017.

The Agreement covers general representation and ten specific task budgets, as described in Schedule A. All the tasks included in Schedule A of the Agreement will be completed in 2024.

FINANCIAL CONSIDERATIONS

This Agreement is for \$707,350.00, including \$193,500.00 for Program Management and \$513,850.00 for 10 tasks that will be paid for by the Water Fund and are included in the 2024 budget.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Agreements on June 14, 2017; December 18, 2017; December 12, 2018; December 11, 2019; December 9, 2020; December 8, 2021; and January 11, 2023, to retain LRE to serve the Town in a Water Resources Program Management role. From February 2017 through May 2017, LRE worked under an Agreement signed by the Town Manager.

ATTACHMENTS

1. Res 23-125 LRE Water Agmt
2. Professional Services Contract.LRE_Water_2024-signed

RESOLUTION NO. 23-125

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND LRE WATER, INC.**

WHEREAS, LRE Water, Inc., (“LRE”), currently serves as consultants for the Town of Firestone (“Firestone”) and are involved in developing strategies and tactics, and manage and direct projects and initiatives related to: water rights and water supply, water delivery and water treatment projects, and work with other parties as needed; and evaluate and create other initiatives; and

WHEREAS, LRE has performed such services for Firestone since 2017, and given LRE’s skill, experience, expertise and qualifications, Firestone desires to continue its relationship with LRE.

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

The Professional Services Contract Master Services Agreement between the Town of Firestone and LRE Water, Inc., is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to sign the Agreement.

INTRODUCED, READ AND ADOPTED this 13th day of December, 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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of December 2023 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **LRE Water**, an independent Consultant with a principal place of business at 1221 Auraria Parkway, Denver, CO 80202 ("Consultant") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **Water Consulting Services**

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant \$ 707,350. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

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

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

VI. INDEPENDENT CONSULTANT

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

VII. INSURANCE

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

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

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

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

VIII. INDEMNIFICATION

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

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

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

IX. WORKER WITHOUT AUTHORIZATION

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

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

C. Verification.

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

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

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

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

X. CHANGE ORDERS

- A. A Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
- a. The scope of the change in the Work;
 - b. The amount of the adjustment to the Contract Price; and
 - c. The extent of the adjustment to the Contract Times(s).
- B. All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment such changes.

XI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson
Mayor

ATTEST:

Kristi K Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

LRE WATER

By: _____

William H. Fronczak, P.E., Esq.
Vice President – Risk Management

EXHIBIT A SCOPE OF SERVICES

Consultant's Duties

During the term of this Agreement, Consultant shall perform the following duties, as directed by the Town:

LRE Water Project Number 1527TWF02-22:

Program Management: Brett Gracely and Gregg Ten Eyck will work at the direction of Julie Pasillas as members of the Water Team to develop strategies and tactics and to manage and direct projects and initiatives related to water rights, water supply, water delivery and other water projects; to work with other parties as needed; and to evaluate and create other initiatives. The specific tasks Consultant shall perform, include but are not limited to:

Participate in weekly water team meetings.

Review and update as necessary strategies for delivery of C-BT, Windy Gap, NISP, Godding Ditch, Coal Ridge Ditch, Rural Ditch, Lower Boulder Ditch and other sources to Firestone.

Develop strategies for reuse of those water supplies that will be reusable to extinction (Windy Gap, NISP, certain native St. Vrain rights, for example).

Work with the water team to create or update and amend intergovernmental agreements as needed.

Respond to inquiries from other Firestone staff or consultants on water rights, water supply, and storage infrastructure projects.

Continue to evaluate opportunities for other water supplies such as additional NISP water, additional raw water storage facilities or additional senior water rights as they are presented to the Town or as the water team develops strategies.

Budget for 1527TWF02 is **\$193,500.00** to be billed in 12 installments of \$16,125.00 each.

LRE Water Project 1527TWF09 Task 1

Task 1 is for LRE to support Lawrence Custer Grasmick Jones & Donovan, LLP with **Case No. 19CW3236**.

Budget for 1527TWF09 Task 1 is **\$45,000.00**, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF09 Task 2

Task 2 is for LRE to support counsel and staff in developing a **Substitute Water Supply Plan (SWSP)** based on Case No. 19CW3236.

Budget for 1527TWF09 Task 2 is **\$10,800.00**, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF09 Task 3

Task 3 is for LRE to continue and to update the **water quality monitoring program**, including collection of water quality samples for laboratory analysis; and to report on laboratory results. Laboratory costs are included in the budget below.

Budget for 1527TWF09 Task 3, which covers both professional fees and laboratory fees, is **\$125,000.00**, to be billed in 12 equal installments of \$10,416.67 each.

LRE Water Project 1527TWF09 Task 4

Task 4 is for LRE to implement the **water rights and water supply accounting system** as needed to support the substitute water supply plan and to support negotiations related to the accounting systems with objectors in Case No. 19CW3236.

Budget for 1527TWF09 Task 4 is **\$43,300.00**, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF09 Task 5

Task 5 is for LRE to review and evaluate water rights offered to the Town for use in **water dedication agreements** and to assist counsel in developing agreements.

Budget for 1527TWF09 Task 5 is **\$42,250.00**, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF09 Task 6

Task 6 is for LRE to assist Lawrence Custer Grasmick Jones & Donovan LLP in **development of a water court filing(s)** in 2023.

Budget for 1527TWF09 Task 6 is **\$60,200.00**, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF09 Task 7

Task 7 is for LRE to conduct preliminary engineering analysis of the historical use of the **Last Chance Ditch** to develop a strategy and plan to change water rights from irrigation to new uses, including municipal uses.

Budget for 1527TWF09 Task 7 is **\$60,200.00**, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF09 Task 8

Task 8 is for LRE to conduct preliminary engineering analysis of **Godding Ditch** shares to develop a strategy and plan to change water rights from irrigation to new uses, including municipal uses.

Budget for 1527TWF09 Task 8 is **\$60,200.00**, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF09 Task 9

Task 9 is for LRE to conduct preliminary engineering analysis of historical use of **New Coal Ridge ditch** shares to develop a strategy and plan to change water rights from irrigation use to new uses, including municipal uses.

Budget for 1527TWF09 Task 9 is **\$60,200.00**, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF09 Task 10

Task 10 is for LRE to assist the Town with **St. Vrain Water Authority matters**, including development of Intergovernmental Agreements and attendance at selected Board meetings.

Budget for 1527TWF09 Task 10 is **\$6,700.00**, to be billed in 12 equal installments of \$558.33 each.

Summary

Projects	LRE Water 2024 Budget
General Services	\$ 193,500.00
Task 1: Support Lawrence Custer Grasmick Jones & Donovan, LLP change of water rights Case No. 19CW3236.	\$ 45,000.00
Task 2: Substitute water supply plan support.	\$ 10,800.00
Task 3: Water quality sample collection.	\$ 125,000.00
Task 4: Implement the water rights and water supply accounting system as per decree in 19CW3236 and for SWSP.	\$ 43,300.00
Task 5: Assist with the review and analysis, and negotiations or other efforts related to native water dedication agreements.	\$ 42,250.00
Task 6: Assist Lawrence Custer Grasmick Jones & Donovan LLP in development of a water court filing(s) in 2023.	\$ 60,200.00
Task 7: Preliminary engineering for Last Chance Ditch change of water rights.	\$ 60,200.00
Task 8: Preliminary engineering for Godding Ditch change of water rights.	\$ 60,200.00
Task 9: Conduct preliminary engineering analysis of historical use of New Coal Ridge ditch shares to develop a strategy and plan to change water rights from irrigation use to new uses, including municipal uses.	\$ 60,200.00
Task 10: Assist the Town with matters related to Firestone's membership in the St Vrain Water Authority.	\$ 6,700.00
Total	\$ 707,350.00

LRE WATER 2024 RATE SCHEDULE
Effective December 26, 2023
Hourly Rate

Student Intern	\$70 - \$100
Data Processor/Admin Support	\$80 - \$140
Technician/IT Support.....	\$100 - \$150
Staff I Engineer/Hydrologist/Geologist/Scientist.....	\$110 - \$145
Staff II Engineer/Hydrologist/Geologist/Scientist.....	\$120 - \$165
Staff III Engineer/Hydrologist/Geologist/Scientist.....	\$135 - \$180
Project Engineer/Hydrologist/Geologist/Scientist.....	\$160 - \$190
Senior Project Engineer/Hydrologist/Geologist/Scientist	\$170 - \$205
Project Manager	\$180 - \$225
Senior Project Manager	\$190 - \$275
Principal, Senior Advisor.....	\$200 - \$275

Expenses such as laboratory analysis, obtaining aerial photos, or other special services incurred directly in connection with the project are billed at cost plus 5 percent (5%) to cover handling and administration. Reimbursable expenses billed at cost include airfare, automobile rental, and other travel or per diem costs including mileage billed at the current IRS rate (rounded up to the nearest \$0.05). Subconsultants to LRE are billed at cost plus 10 percent (10%).

December, 2023

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.d

Consent Agenda

Meeting Date: December 13, 2023

Initiated By: Matt Thompson

Dept: Planning & Development

AGENDA TITLE

RESOLUTION 23-128: 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 BAREFOOT LAKES FILING NO. 6, AMENDMENT NO. 1

RECOMMENDATION

Town Staff recommends the Board of Trustees approve Resolution 23-128, the subdivision plat for Barefoot Lakes Filing No. 6, Amendment No. 1 Minor Plat, with the following conditions:

1. All minor, technical corrections to the Minor Plat shall be made to the Town's satisfaction.
2. Applicants shall provide an updated title commitment for the subject property contained within the Minor Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.

SUMMARY

Final Plat to create 18 residential lots from tracts J, K, and L of Barefoot Lakes Filing 6.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

Barefoot Lakes Filing 6 was approved by Resolution 22-130 on December 14, 2022.

ATTACHMENTS

1. Barefoot Lakes F6 Amend. No. 1 Plat
2. Reso 23-128 Barefoot Lakes F6 Amendment No. 1

FINAL PLAT

BAREFOOT LAKES FILING NO. 6, AMENDMENT NO. 1

A REPLAT OF TRACTS J, K, AND L, BAREFOOT LAKES FILING NO. 6,
LOCATED WITHIN THE NORTH HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
3.189 ACRES – 18 RESIDENTIAL LOTS
SHEET 1 OF 2
PROJECT NO. FP-23-010

CERTIFICATION OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY BEING THE OWNERS OF THE LAND SHOWN IN THIS PLAT AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING ALL OF TRACT J, TRACT K AND TRACT L, BAREFOOT LAKES FILING NO. 6 AS RECORDED ON MARCH 16, 2023 UNDER RECEPTION NO. 4866912 OF THE RECORDS OF THE WELD COUNTY, COLORADO CLERK AND RECORDER, AND AN UNPLATTED PARCEL OF LAND, ALL SITUATED IN THE NORTH HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING AN AREA OF 3.189 ACRES (138,918 SQUARE FEET), MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF **BAREFOOT LAKES FILING NO. 6, AMENDMENT NO. 1**, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.

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

OWNER:

BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY
6465 S. GREENWOOD PLAZA BLVD., STE. 700
CENTENNIAL, CO. 80111

BY: _____

NAME: _____

TITLE: _____

EXECUTED THIS ____ DAY OF _____, A.D., 2023.

STATE OF COLORADO }
COUNTY OF _____ } SS.

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME
THIS ____ DAY OF _____, 2023.,

BY _____ AS _____
OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL. _____
NOTARY PUBLIC

BY: _____

NAME: _____

TITLE: _____

EXECUTED THIS ____ DAY OF _____, A.D., 2023.

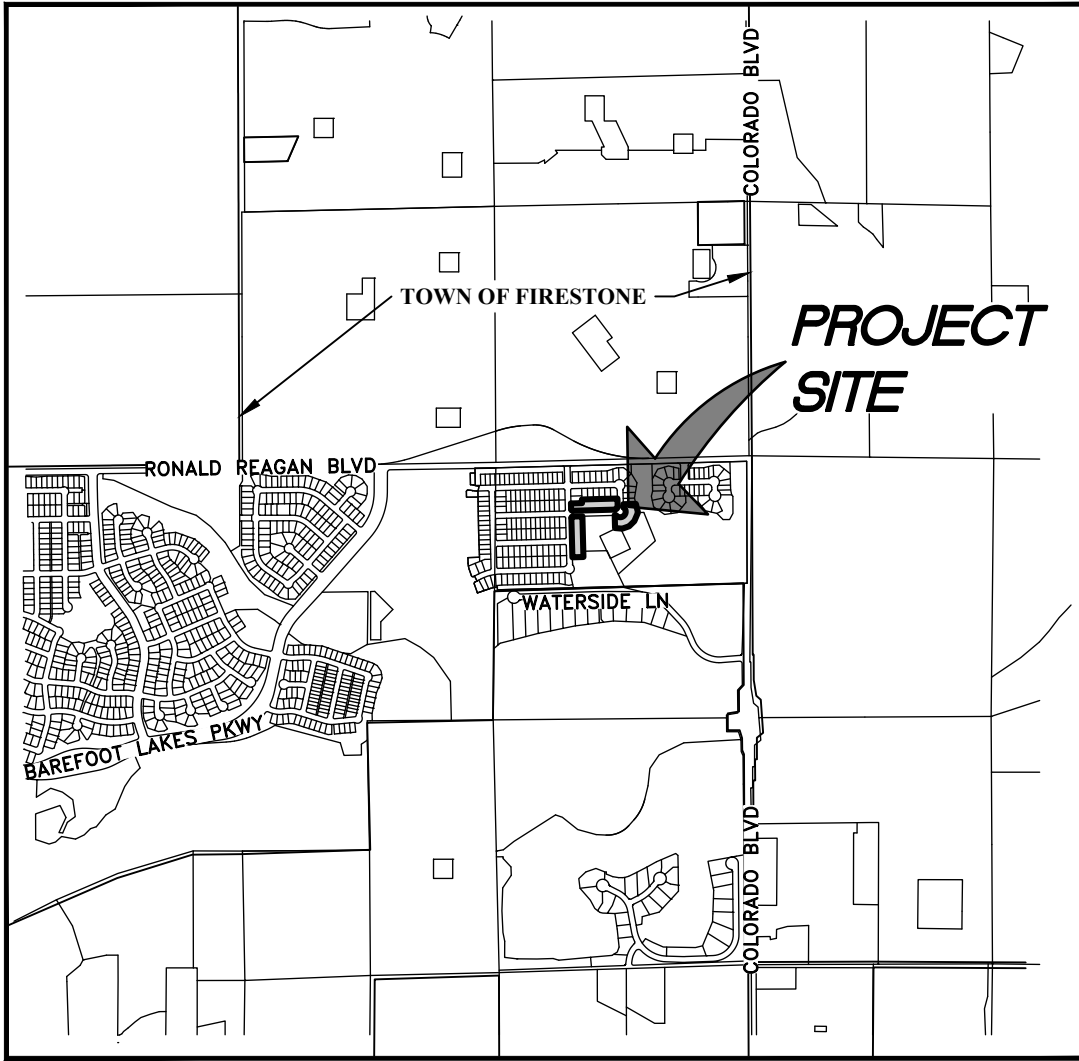
STATE OF COLORADO }
COUNTY OF _____ } SS.

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME
THIS ____ DAY OF _____, 2023.,

BY _____ AS _____
OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL. _____
NOTARY PUBLIC



VICINITY MAP

SCALE: 1" = 2000'



SHEET INDEX

- SHEET 1 — DEDICATION, APPROVALS, VICINITY MAP, LEGAL DESCRIPTION
SHEET 2 — OVERALL BOUNDARY, LOT DIMENSION AND DETAILS

GENERAL NOTES

- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.
- DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 88°30'51" EAST, 2634.08 FEET AND MONUMENTED AS SHOWN HEREON.
- TITLE COMMITMENT:** OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY PROPERTY INFORMATION BINDER ORDER NUMBER PIB25205420.25027590, DATED MAY 11, 2023 AT 5:00 P.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- FLOODPLAIN:** BASED ON A GRAPHICAL REPRESENTATION THE SUBJECT PROPERTY SHOWN HEREON LIES IN FLOOD ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NUMBER 08123C1890E, PANEL 1890 OF 2250, WITH A REVISED DATE OF JANUARY 20, 2016, AND FLOOD INSURANCE RATE MAO NUMBER 08123C1880E, PANEL 1880 OF 2250, WITH A REVISED DATE OF JANUARY 20, 2016.
- THE UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE DEDICATED TO THE TOWN OF FIRESTONE FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND STORM DRAINAGE FACILITIES AND CONVEYANCE OF STORM DRAINAGE.
- ALLOWED USES IN UTILITY EASEMENTS INCLUDE FOR INSTALLATION AND MAINTENANCE OF ELECTRICAL, PHONE, FIBER OPTIC, CABLE TV, WATER, SEWER, GAS, POSTAL FACILITIES, DRAINAGE, SIGNAGE AND STORM DRAINS. SERVICE PROVIDERS FOR THE FACILITIES WITHIN THESE EASEMENTS WILL INCLUDE, BUT NOT LIMITED TO CENTURY LINK FOR CABLE AND TELEPHONE, UNITED POWER FOR ELECTRICAL AND SOURCE BLACK HILLS ENERGY FOR GAS.
- A ONE FOOT (1-FT) WIDE DRAINAGE EASEMENT ALONG THE INTERIOR SIDE OF EACH LOT, UNLESS AS OTHERWISE SHOWN HEREIN, IS FOR THE PERPETUAL CONVEYANCE OF STORM DRAINAGE.
- THE PURPOSE OF THIS REPLAT IS TO SUBDIVIDE THE DESCRIBED 3 TRACTS INTO LOTS AND BLOCKS.

OWNER:

BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-790-6330
CONTACT: PETER LAUENER
PETER.LAUENER@BROOKFIELDPROPERTIESDEVELOPMENT.COM

DEVELOPER:

BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-790-6604
CONTACT: CHRIS BREMNER
CHRIS.BREMNER@BROOKFIELDPROPERTIESDEVELOPMENT.COM

ENGINEER:

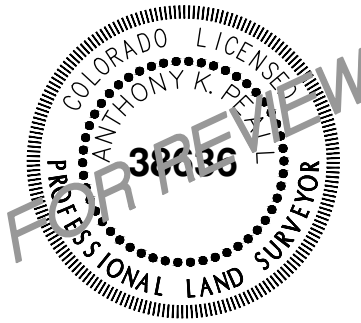
REDLAND
1500 WEST CANAL COURT
LITTLETON, COLORADO 80120
720-283-6783
CONTACT: FRED TAFOYA, P.E.
FTAFOYA@REDLAND.COM

SURVEYOR:

AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1
LITTLETON, COLORADO 80122
303-713-1898
CONTACT: TONY PEALL
TPEALL@AZTECCONSULTANTS.COM

SURVEYING CERTIFICATE:

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



BY: ANTHONY K. PEALL, P.L.S. NO. 38636
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

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

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF **BAREFOOT LAKES FILING NO. 6, AMENDMENT NO. 1** WAS APPROVED ON THIS _____ DAY

OF _____, 2023, BY RESOLUTION NO. _____ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON

BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES

INDICATED THEREON INCLUDING THE ACCEPTANCE OF PUBLIC UTILITIES.

MAYOR

ATTEST: TOWN CLERK

SUBDIVISION DATA TABLE	
	TOTALS
GROSS AREA	3.189 ACRES
GROSS DENSITY (RESIDENTIAL LOTS PER ACRE)	5.64 LOTS / ACRE
NUMBER OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	18
NUMBER OF TRACTS	0
AREA OF ROW	0.00 ACRES
AREA OF TRACTS	0.00 ACRES
AREA OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	3.189 ACRES
DENSITY (SINGLE FAMILY DETACHED RESIDENTIAL LOTS PER ACRE)	3.189 LOTS / ACRE
MINIMUM SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	6,900 SQUARE FEET
MAXIMUM SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	11,772 SQUARE FEET
AVERAGE SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	7,718 SQUARE FEET

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 6, AM. NO. 1
Phase Number	N/A
Preparation Date	04/06/2023
Revision Date	08/01/2023
Revision Date	08/30/2023
Revision Date	
Revision Date	

COVER PAGE ~ SHEET 1 of 2



AzTec Proj. No.: 54819-53

Drawn By: RBA

DEVELOPER BROOKFIELD RESIDENTIAL

6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 706-9451

DATE OF
PREPARATION:

04/06/2023

SCALE:

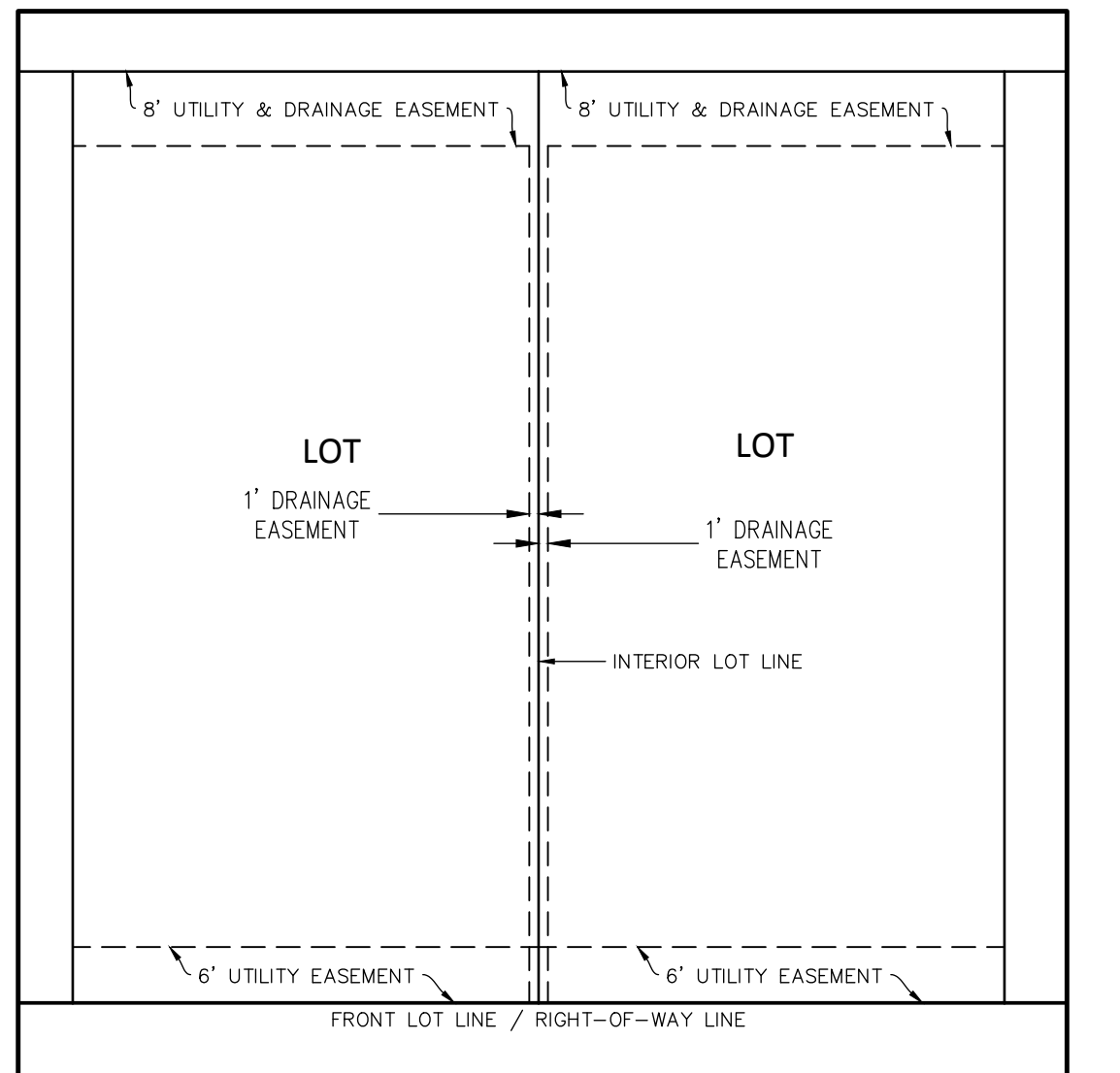
N/A

SHEET 1 OF 2

A REPLAT OF TRACTS J, K, AND L, BAREFOOT LAKES FILING NO. 6,
LOCATED WITHIN THE NORTH HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
3.189 ACRES - 18 RESIDENTIAL LOTS

SHEET 2 OF 2

PROJECT NO. FP-23-010

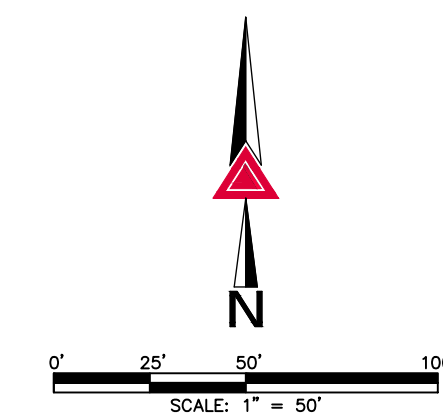


TYPICAL LOT DETAIL
(UNLESS OTHERWISE NOTED)

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	5°08'02"	92.99'	8.33'
C2	54°29'09"	5.00'	4.75'
C3	54°29'09"	5.00'	4.75'
C4	5°08'00"	93.00'	8.33'

LEGEND

- SET NO. 5 REBAR WITH 1-1/4" PINK
 PLASTIC CAP STAMPED "AZTEC LS 38636"
 FOUND SECTION CORNER AS SHOWN HEREON
 = PLUGGED & ABANDONED WELL LOCATION
 = BLOCK NUMBER
 (NR) = NON-RADIAL
 U.E. = UTILITY EASEMENT
 D.E. = DRAINAGE EASEMENT
 S.E. = SIGNAGE EASEMENT
 W.E. = WATER EASEMENT
 U.E.* = UTILITY EASEMENT RECORDED AT
 RECEPTION NO. 4886912
 U.E. & D.E.* = UTILITY EASEMENT RECORDED AT
 RECEPTION NO. 4886912

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 6, AM. NO. 1
Phase Number	N/A
Preparation Date	04/06/2023
Revision Date	08/01/2023
Revision Date	08/30/2023
Revision Date	
Revision Date	

LOT DETAIL PAGE ~ SHEET 2 of 2

DEVELOPER BROOKFIELD RESIDENTIAL 6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENNIAL, COLORADO 80111 (303) 706-9451	DATE OF PREPARATION:	04/06/2023
	SCALE:	1" = 40'
	S H E E T 2 O F 2	



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

AzTec Proj. No.: 54819-53

Drawn By: RB,

RESOLUTION NO. 23-128

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MINOR SUBDIVISION PLAT; AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE MINOR PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE TOWN OF FIRESTONE

WHEREAS, Barefoot, LLC (“Applicant”), as owners of certain real property described as Tracts J, K, and L, Barefoot Lakes Filing No. 6 (the “Property”), has submitted a proposed final plat for the Property, entitled “Barefoot Lakes Filing No. 6, Amendment No. 1” (the “Minor Plat”); and

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

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

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

Section 2. The Board of Trustees hereby approves the subdivision plat for Barefoot Lakes Filing No. 6, Amendment No. 1 Minor Plat, attached hereto as Exhibit A and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

(a) All minor, technical corrections to the Minor Plat shall be made to the Town’s satisfaction.

(b) Applicants shall provide an updated title commitment for the subject property contained within the Minor Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.

Section 3. The dedication of all easements and all other places designated for public use to the Town and as shown upon the Barefoot Lakes Filing No. 6, Amendment No. 1 Minor Plat is hereby accepted by the Town of Firestone; subject however, to the following conditions:

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

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

Section 4. The Mayor and Town Clerk are hereby authorized and directed to certify upon the subdivision plat the Town’s approval and acceptance thereof. The Town Clerk is hereby

authorized and directed to file the subdivision plat with Weld County Clerk and Recorder's office upon fulfillment of all conditions as indicated herein.

Section 5. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Barefoot Lakes Filing No. 6, Amendment No. 1 Minor Plat shall be null and void if the conditions set forth in Section 2 are not complied with within one hundred and twenty (120) days of the date of this Resolution.

PASSED AND ADOPTED this 13th day of December, 2023.

Drew Peterson, Mayor

ATTEST:

Kristi Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Barefoot Lakes Filing No. 6, Amendment No. 1 Minor Plat

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.e

Consent Agenda

Meeting Date: December 13, 2023

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

RESOLUTION 23-129: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MAINTENANCE AND SERVICE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WATER TECHNOLOGY GROUP (A COGENT COMPANY) FOR THE TOWN'S WATER PUMP SYSTEMS

RECOMMENDATION

Staff recommends approval of Resolution 23-129, authorizing the execution of a service agreement with Water Technology Group (a Cogent company) to provide maintenance service and support for pump systems and authorizing staff to expend funds.

SUMMARY

The proposed one-year service agreement with Water Technologies Group (WTG) will provide the Town with maintenance and support for its water pump systems.

Public Works operates five water pump systems, with a sixth currently under construction. Public Works requires assistance with the maintenance of these systems and will require a resource in the future to address issues that arise or any desired system expansions. WTG can fully support the Town's needs with a service department and repair shop.

FINANCIAL CONSIDERATIONS

The contract amount is for \$6,750.00 and will be paid from the Public Works Water Division O&M budget.

HISTORY AND PREVIOUS BOARD ACTION

Firestone has entered into procurement agreements with Water Technology Group for pump systems and controls for the SVWTP Potable Water Pump Station (Resolution 21-40), the FAST Horizontal Well Pump Station (Resolution 22-38), and the Mountain Shadows Park Irrigation Well Pump Station (Resolution 22-82).

ATTACHMENTS

1. Res 23-129 Water Tech Pump Systems Maintenance
2. Pump Maintenance Service Contract (WTG 2023.11.30) signed WTG
3. Pump Station Service Exhibit

RESOLUTION NO. 23-129

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING A MAINTENANCE AND SERVICE AGREEMENT
BETWEEN THE TOWN OF FIRESTONE AND WATER TECHNOLOGY GROUP (A
COGENT COMPANY) FOR THE TOWNS WATER PUMP SYSTEMS**

WHEREAS, the Town of Firestone ("Town") is in need of maintenance and services for its pump systems for its four raw water pump stations and the one pump system for its potable water pump station; and

WHEREAS, it is in the best interest for the Town to contract with Water Technology Group (a Cogent Company) because it supplied and commissioned all of the above mentioned pump systems and is thus uniquely qualified to provide the systems maintenance and associated services.

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

The Maintenance and Service Agreement between the Town of Firestone and Water Technology Group (A Cogent Company) is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **Water Technology Group (a Cogent company)**, an independent contractor with a principal place of business at 14452 West 44th Avenue, Golden, Colorado 80403 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services for routine maintenance and support of various pump systems owned and operated by the Town; and

WHEREAS, Contractor supplied and commissioned the pump systems the Town requires maintenance service and support for; and

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

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, which relates to routine maintenance and service of the pump systems.

B. Contractor may be requested to perform non-routine maintenance or service of the pump systems, to make modifications to the pump systems, or to replace parts of the pump systems. Such work will only be performed at the direction of the Town after an estimate of the work or service to be performed is submitted by the Contractor. Authorization to perform such work will be by a work order issued by the Town.

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

II. TERM AND TERMINATION

A. This Agreement shall commence on the January 1, 2024, and shall continue until December 31, 2024.

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor **\$6,750.00**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

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

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

1. Worker's Compensation insurance as required by law.

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

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

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

VIII. INDEMNIFICATION

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

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

IX. WORKERS WITHOUT AUTHORIZATION

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

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

C. Verification.

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

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

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

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

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

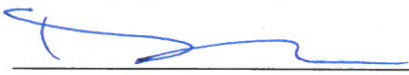
CONTRACTOR:
Water Technology Group

By: Sean Helmer

Print Name: Sean Helmer

Title: VP Cogent Muni Sales

ATTEST:

By: 

Print Name: DAVID LINDSAY

NO EMPLOYEE AFFIDAVIT

To be completed only if Contractor has **no** employees

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Firestone (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- A valid Colorado driver's license or a Colorado identification card;
- A United States military card or a military dependent's identification card;
- A United States Coast Guard Merchant Mariner card;
- A Native American tribal document;
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or
- Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program

I, _____, as a public contractor under contract with the Town of Firestone (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to (or affirmed) before me this ____ day of _____, 2020, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

(see attached 1 page)

October 30, 2023

ATTN: David B. Lindsay, PE

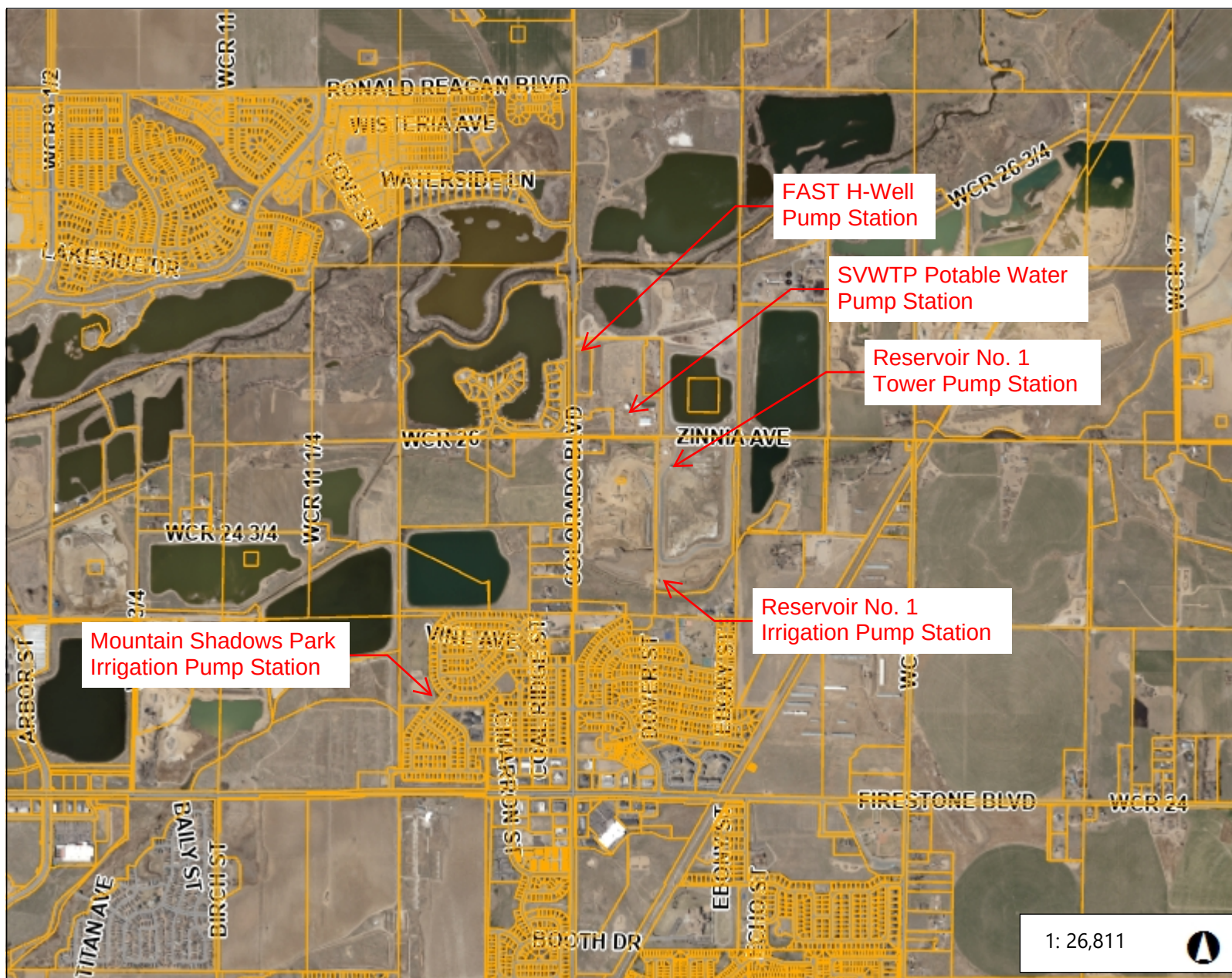
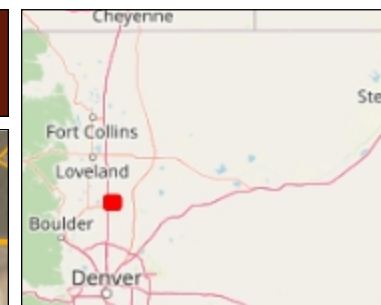
Quote: OP-531846R1

Project: Firestone Maintenance
Proposal

Subject: Maintenance at 4 locations

Cogent / Water Technology Group is pleased to present the following Scope of Supply: This quote includes all greases and oils needed.

Item	Description	PRICE
A)	<u>4-12" 350hp VT Pumps</u> ✓ Pump and motor maintenance on Vertical Turbine motors, vertical and horizontal pumps and motors. Greasing and oil changes as directed by manufacture recommendations. Data collection for vibration. Data will be interpreted by level 3 vibration technician.	\$2,500.00
B)	<u>Flgty Submersible pump Preventive Maintenance</u> ✓ <u>ELEVEN (11) POINT CHECKLIST</u> 1) Check motor insulation values to ground using meggar. 2) Check for any loose or faulty connections in control panel. 3) Check voltage supply (pumps off). 4) Check voltage supply (pumps on). 5) Check for correct rotation of equipment. 6) Check condition of face of volute in respect to discharge connection. 7) Check amperage draw on all three phases for proper balance. 8) Check winding resistance of motors through pump cables. 9) Check condition of impeller and wear rings in each pump and impeller gaps on N-Impeller pumps. 10) Check condition of level sensing equipment. 11) Check condition of oil/coolant in each pump and change oil at each inspection, replacing all inspection plug o-rings. Annual Inspection charges:.....	<i>+ Duplex FAST H well</i> <i>Included @ no charge.</i> \$4,250.00



Legend

- Parcels
- Highway
- Road
- Highway
- Road
- County Boundary

1: 26,811



4,468.5 0 2,234.23 4,468.5 Feet

Notes

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Presentation

Meeting Date: December 13, 2023

Initiated By: David Angelo

Dept: Police

AGENDA TITLE

Presentation of check to Santa Cops

RECOMMENDATION

None

SUMMARY

Presentation of the Santa Cops check from the Santa Cops Golf Tournament held on October 7th at Bella Rosa Golf Club. The check will be presented by Tim Schwartz and Violet Curtis.

FINANCIAL CONSIDERATIONS

See the attachment for a detailed breakdown of donations.

HISTORY AND PREVIOUS BOARD ACTION

The previous year's check presentation was held on December 14, 2022, at the Board of Trustees Meeting.

ATTACHMENTS

1. 2023 Santa Cops Summary



Santa Cops Golf Tournament Summary

Revenues (reflected in Lightspeed sales report)

- Misc. sponsor - \$100
- Platinum sponsor - \$2,000
- Individual fees - \$450
- Team fees - \$2,800
- Misc. fees (raffles, contests, etc) - \$3,545

Total revenue = **\$8,895**

Expenses

- Banners & sign - \$454.60
- Bella Rosa gift cards to winners - \$360
- Extra golf carts rental - \$847
- Finance administration fee - \$723.34

Total expenses = **\$2,384.94**

Revenue minus expenses = \$8,895 - \$2,384.94 = **6,510.06**

Payout to each town:

- Firestone – \$2,170.02
- Dacono - \$2,170.02
- Frederick - \$2,170.02

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.b

Presentation

Meeting Date: December 13, 2023

Initiated By: David Angelo

Dept: Police

AGENDA TITLE

Police Department Awards

RECOMMENDATION

SUMMARY

Seven employees of the Firestone Police Department will be recognized and receive the following Awards for their actions that occurred on-duty during 2023:

- Medal of Valor
- Life-Saving Award
- Certificate of Commendation

FINANCIAL CONSIDERATIONS

None

HISTORY AND PREVIOUS BOARD ACTION

None

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.c

Presentation

Meeting Date: December 13, 2023

Initiated By:

Dept: Finance

AGENDA TITLE

State of the Court

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.a

Land Development

Meeting Date: December 13, 2023

Initiated By: Matt Thompson

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 23-111: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR BAREFOOT LAKES, FILING 7 LOCATED WITHIN THE TOWN OF FIRESTONE

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 23-111, a resolution approving the Barefoot Lakes Filing 7 Preliminary Plat application with the following conditions:

1. All remaining technical corrections to the Barefoot Lakes Filing 7 Preliminary Plat and construction drawings requested by Town staff shall be made to the Town staff's satisfaction.
2. At the Final Plat stage, the Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

SUMMARY

The proposed preliminary plat includes 658 total lots composed of single-family detached, single-family attached, and duplex units. It also includes a lot for the future Frederick-Firestone Fire Protection District Station and a mixed-use amenity area. Public access for the proposed project will be the extension of Barefoot Lakes Parkway to the north off of Ronald Reagan Boulevard and two connections to Birch Street at the east boundary.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

Barefoot Lakes Subdivision was annexed into the Town of Firestone on May 27, 2015, by Ordinance 871. The Outline Development Plan (ODP) was approved by Ordinance 872 on May 27, 2015.

ATTACHMENTS

1. Barefoot Lakes Filing 7 Preliminary Plat BOT Staff Report
2. Reso 23-111 Barefoot Lakes F7 PP
3. Barefoot Lakes Filing 7 - Preliminary Plat



Staff Report

Barefoot Lakes, Filing 7

Preliminary Plat

PP-22-033

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

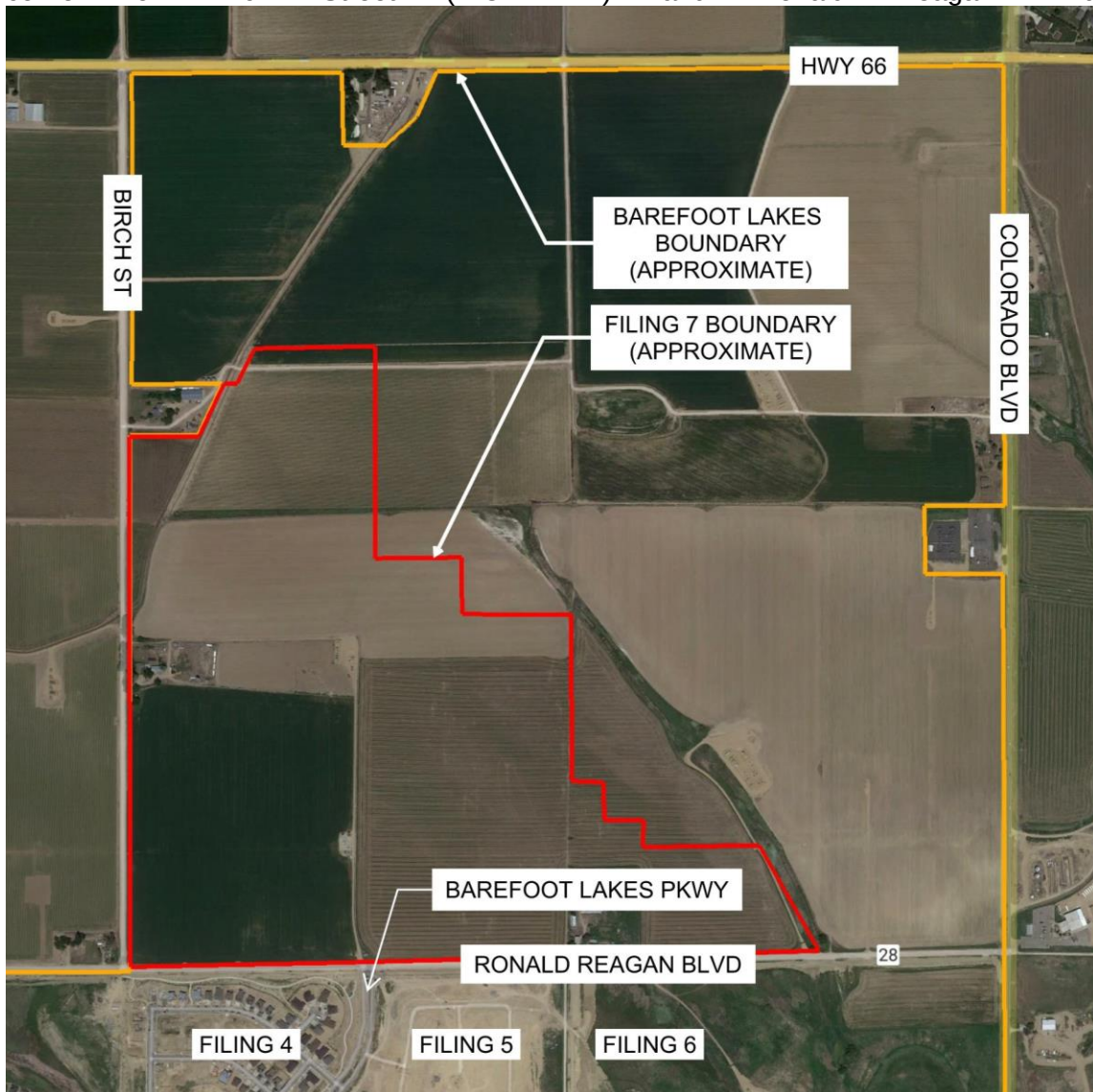
December 13, 2023

GENERAL INFORMATION

Purpose: This staff report is for the Barefoot Lakes, Filing 7, Preliminary Plat proposing 658 lots, 35 tracts, and 4 superblocks consisting of 433 single-family detached residential lots, and 225 single-family attached residential lots, including 88 duplex lots and 137 townhome units, on 195.11 acres.

Applicant: Barefoot, LLC
6465 Greenwood Plaza Blvd. Suite #700
Centennial, CO 80111

Location: The Barefoot Lakes, Filing 7, Preliminary Plat is located on the southwest corner of Birch Street (WCR 11) and Ronald Reagan Blvd.



Existing Conditions:

Existing Zoning: PUD, NC – Neighborhood Center, R-A Residential A, R-B Residential B, R-C Residential C

Existing Use: Vacant land, agriculture, agricultural out-buildings, single-family residential, and oil/gas facilities

Adjacent Land Use/Zoning:

	ZONING	LAND USE
NORTH	AG (Weld County)	Agriculture use, single-family farmhouse, oil and gas facility
SOUTH	PUD, NC – Neighborhood Center, R-A Residential A, R-B Residential B, R-C Residential C	Barefoot Lakes Subdivision
EAST	AG (Weld County)	Vacant land, agriculture use, and oil/gas facility
WEST	Town of Mead, RSF - 4	Vacant land, agriculture use, and oil/gas facility

Barefoot Lakes Filing 7 Preliminary Plat - Plan Analysis

The subject property is located on the southwest corner of Birch Street (WCR 11) and Ronald Reagan Blvd. It includes the southwest quarter of section 25, township 3 north, range 68 west of the 6th principal meridian. The Site area is 195.11+ acres and is mostly vacant with multiple agricultural outbuildings, a single-family residence, and oil and gas facilities. The proposed preliminary plat includes 658 total lots composed of single-family detached, single-family attached, and duplex units. It also includes a lot for the future Frederick-Firestone Fire Station and a mixed-use amenity area. Public access for the proposed project will be the extension of Barefoot Lakes Parkway to the north off of Ronald Reagan Boulevard and two connections to Birch Street at the east boundary.

The gross density of the proposed subdivision is 3.37 dwelling units/acre in accordance with the Barefoot Lakes ODP PUD. The Barefoot Lakes PUD allows for a total of 5,131 dwelling units. Approximately 891 dwelling units have been built so far, hence the 658 proposed with Filing 7 are still well within the allowed number of dwelling units. Lot sizes range from 2,700 square feet in area to 7,475 square feet in area. The proposed density will be compatible with adjacent developments by having open space and larger residential lots on the exterior near the existing large lot residential developments, and higher densities towards the center of the subdivision and along Barefoot Lakes Parkway.

Parks and open space are generally located throughout the site. A trail network is proposed that will eventually provide access from all areas of the site to the park areas as well as access to the pedestrian underpass to cross under Ronald Reagan Blvd. into Barefoot Lakes Filing 6 and ultimately to the trail system around the lakes.

Open Space is provided in accordance with the FDC and the PUD. Approximately 20.9 acres of open space meeting FDC standards and .47 acres of parks are proposed with this filing. The total open space and parks for Barefoot Lakes will include the filings already built south of Ronald Reagan Blvd. and those provided in future filings.

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

APPROVAL CRITERIA AND STAFF ANALYSIS

Preliminary Plat Approval Criteria and Staff Analysis:

The Preliminary Plat application for Barefoot Lakes Filing 7 was reviewed for compliance with the Approval Criteria from Section 16.7.6.C of the FDC. The staff makes the following findings:

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

Staff: *The proposed preliminary plat is generally consistent with the MU (Mixed Use) land use designation as identified in the Town's Master Plan. The Town of Firestone is also working to replace the 2013 Comprehensive Master Plan. The applicant and consultants have worked closely with the Town to ensure the project meets the Town's vision for the new Comprehensive Master Plan as it is being developed and also to ensure the project remains in conformance with the approved Barefoot Lakes Outline Development Plan, which will be amended during the Final Plat process.*

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

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

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

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

The project is currently proposing to offer 6 different styles of residential units across a range of price points. The streets have been planned in a traffic-conscious design that will create easy access to the future central park, amenities, and future school site while also dispersing the traffic of future property owners on their way home.

Drainage facilities have been designed to be in conformance with all Town of Firestone Standards and Criteria, State statutes, and conform with previous and surrounding Master Drainage Studies.

Waterlines will be looped throughout the Site with connections to the Ronald Reagan waterlines, and a looped waterline through Birch Street. The Site is proposing 3 points of access and the use of adequately spaced fire hydrants meeting the standards and requirements of the Frederick-Firestone Fire Department. Sanitary sewer will run throughout the Site. The sanitary sewer for the Site will outfall to the south and into Pinnacle Street within Barefoot Lakes Filing 6. It will then flow and connect to an existing sanitary main located south of the Pelican Shores Subdivision. A small portion of sanitary will outfall to an existing stub located at Ronald Reagan Blvd. and Birch Street and flow through Barefoot Lakes Filing 4. Dry utilities will be provided by United Power and Black Hills Energy.

The small number of natural drainage ways and non-jurisdictional wetlands on the site, where feasible, will be left undisturbed as long as storm runoff can be safely conveyed in the historic pattern.

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

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

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

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

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

Staff: *The proposed preliminary plat will not have a significant impact on the identified environmental conditions. A Phase 1 ESA and Biological Assessment has been provided as part of the application to address wetland and wildlife concerns and concluded that no federal or state-listed species were found on the property and no recognized environmental conditions were identified except for the oil and gas operations on the Site. Since the study has been performed, the applicant has worked with the oil and gas companies to remove the oil and gas facility on site and plug and abandon all active wells.*

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

Staff: *The proposed preliminary plat is integrated and connected to major pedestrian and vehicular passageways; parks and open space are generally located throughout the site. A trail network is proposed that will eventually provide access from all areas of the Site to the park areas as well as access to*

the Pedestrian Underpass to cross Ronald Reagan Blvd. into Barefoot Lakes Filing 6 and ultimately to the trail system around the lakes.

A supplemental exhibit is provided that shows the overall Master Plan for the area north of Ronald Reagan Blvd. so that the context for streets, trails, parks, and open space is apparent.

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

Staff: *The proposed preliminary plat will not have significant adverse impacts on adjacent properties given that a large open space tract will provide a buffer to the existing properties in the county. Currently, adjacent properties are either part of the Barefoot Lakes ODP or are undeveloped farmland properties except for one parcel in the northwest corner of the Site. To accommodate this parcel a buffer of no less than 80' has been left around the property.*

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

Staff: *The proposed preliminary plat will provide sufficient transportation, utilities, and recreational facilities while maintaining existing levels of service to the development. As part of this application, a large lot of approximately 3.8 acres in size is being set aside for a future fire station to serve the community. Also, as part of the Barefoot Phase 3 and 4 Master Site Planning (not a part of this application) a large lot of approximately 25+ acres in size is being planned for future dedication to the St. Vrain Valley School District for a new school to serve the community.*

Of the total 195.11+ acres, the application proposes 20.9+ acres of open space of which 4.47+ acres are parks. The balance of parks and open space required by the Firestone Development Code will be provided in future filings. Parks and open space are generally located throughout the Site and will be connected by a trail network that will provide access from all areas of the Site to the park areas as well as access to the Pedestrian Underpass to cross Ronald Reagan Blvd.

Rather than a single pocket park, there are several pocket parks distributed with careful thought to the type of adjacent residential products and spreading the benefits of the amenity to both sides of Barefoot Lakes Parkway. The parks are strategically located for high visibility from the parkway, which will result in higher perceived value for the overall community, dispersing the psychological benefits that come from seeing parks to a larger number of residents and will have the side benefit of deterring vandalism.

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

Staff: *The phasing of the proposed preliminary plat is rational in terms of infrastructure capacities. The construction phasing of the project will be proposed with the final plat application and will be rational in terms of the available and required infrastructure to serve the project.*

NEIGHBORHOOD MEETING

As required by the Firestone Development Code, a Neighborhood Meeting was held on June 20, 2023, at 5:30 p.m. at The Cove at Barefoot Lakes. The required notice for the Neighborhood Meeting was provided.

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call:	October 5, 2023
Property Posted:	October 5, 2023
Letters to Adjacent Property Owners:	October 5, 2023

RECOMMENDATIONS

Town staff recommends the Board of Trustees approve draft Resolution 23-111, a resolution recommending approval of the Barefoot Lakes Filing 7 Preliminary Plat application to the Board of Trustees with the following conditions:

- a. All remaining technical corrections to the Barefoot Lakes Filing 7 Preliminary Plat and construction drawings requested by Town staff shall be made to the Town staff's satisfaction.
- b. At the Final Plat stage, the Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

RESOLUTION NO. 23-111

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

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

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the proposed preliminary subdivision plat on November 16, 2023, rendered a decision recommending approval of the Preliminary Plat with two (2) conditions as more fully set forth in PC-23-07, dated November 16, 2023; and

WHEREAS, on December 13, 2023, the Board of Trustees conducted a public hearing on the proposed Preliminary Plat; and

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

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

Section 1. The Board of Trustees acknowledges the Planning and Zoning Commission’s findings of fact in this case, as detailed in Resolution PC-23-07.

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

Section 3. The Board of Trustees hereby approves the Preliminary Plat of Barefoot Lakes Filing No. 7, attached hereto as Exhibit A and incorporated herein by this reference, which is subject to the following conditions:

(a) All remaining technical corrections to the Barefoot Lakes Filing No. 7 Preliminary Plat and Construction Drawings requested by Town staff shall be made to the Town staff’s satisfaction.

(b) At the Final Plat stage, the Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

Section 4. Unless otherwise extended by the Board of Trustees, the approval of the Barefoot Lakes Filing No. 7 Preliminary Plat shall be null and void if a final plat for all or a

portion of the property is not approved by the Town of Firestone within three years of the date of this Resolution.

INTRODUCED, READ AND ADOPTED this 13th day of December, 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
Barefoot Lakes Filing No. 7
Preliminary Plat

I:\2008\08001 - barefoot lakes\Cadd\sheet_sets\08001.030.dfl Village 1\preliminary plat\C1.0 COVER SHEET.dwg Tab: C1.0 COVER SHEET Jul 18, 2023 - 8:58am jrdaley

CONTACT LIST

OWNER/ DEVELOPER

BAREFOOT, LLC.
6465 S. GREENWOOD PLAZA BLVD #700
CENTENNIAL, COLORADO 80111
TEL: (303) 790-6604
CONTACT: CHRIS BREMNER
EMAIL: CHRIS.BREMNER@BROOKFIELDPROPERTIESDEVELOPMENT.COM

ST. VRAIN LAKES METRO DISTRICT 1

6465 S. GREENWOOD PLAZA BLVD #700
CENTENNIAL, COLORADO 80111
TEL: (303) 790-6604
CONTACT: CHRIS BREMNER
EMAIL: CHRIS.BREMNER@BROOKFIELDPROPERTIESDEVELOPMENT.COM

CIVIL ENGINEER

REDLAND
1500 WEST CANAL COURT
LITTLETON, COLORADO 80120
TEL: (720) 283-6783
CONTACT: EVAN RUMNEY, P.E.
EMAIL: ERUMNEY@REDLAND.COM

LANDSCAPE ARCHITECT

DESIGN WORKSHOP
1390 LAWRENCE STREET, SUITE 200
DENVER, COLORADO 80204-2048
TEL: (303) 623-5186
FAX: (303) 623-2260
CONTACT: JAKE SIPPY
EMAIL: JSIPPY@DESIGNWORKSHOP.COM

AGENCY LIST

ERO RESOURCES CORP.

1842 CLARKSON ST.
DENVER, CO 80218
TEL: (303)830-1188
FAX: (303)830-1199
ATTN: DENISE LARSON

UNITED POWER

500 COOPERATIVE WAY
BRIGHTON, CO 80603
TEL: (303)637-1252
ATTN: BRYCE LANCKRIET

BLACK HILLS ENERGY

3766 EUREKA WAY, SUITE 1
FREDERICK, CO 80516
(719)332-5856
ATTN: BOB SWALEK

KERR McGEE OIL AND GAS ONSHORE LP

1999 BROADWAY
SUITE 3700
DENVER, COLORADO 80202
PHONE: 720-929-4371
ATTN: JOSEPH KEMOCK

TOWN OF FIRESTONE

9950 PARK AVENUE
FIRESTONE, CO 80504
PHONE: 970-278-0029, EXT. 108
ATTN: MATT WIEDERSPAHN

COLORADO STATE DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT

4210 EAST 11TH AVENUE
DENVER, COLORADO 80222
(303) 761-1340
ATTN: GLEN BODNAR

UTILITY NOTIFICATION CENTER OF COLORADO

2801 SOUTH YOUNGFIELD STREET, SUITE 301
ENGLEWOOD, CO 80112
(800)-922-1987

FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT

8426 KOSMERL PLACE
FREDERICK, CO 80504
(303)833-2742

ST. VRAIN SANITATION DISTRICT

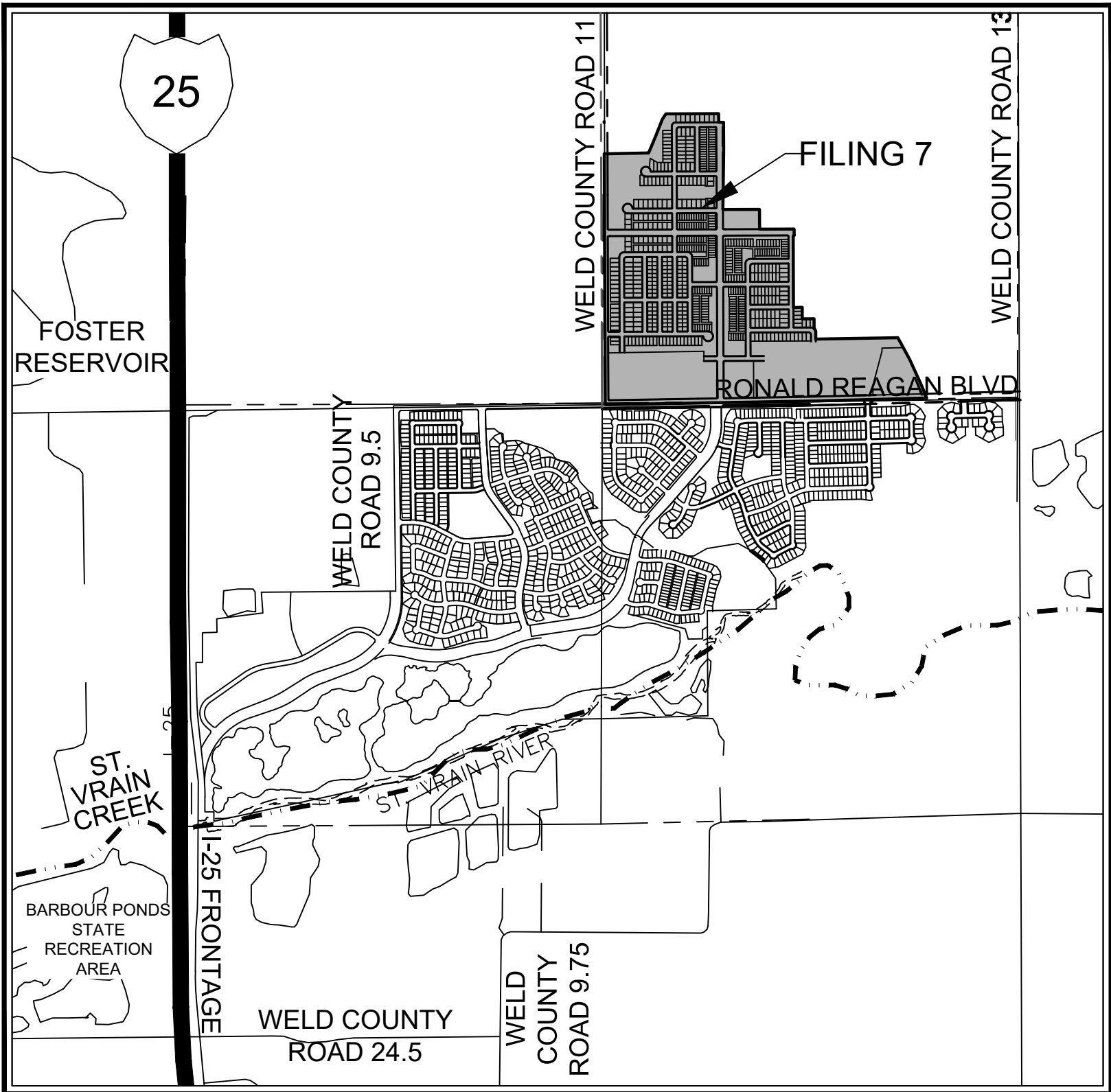
11307 BUSINESS PARK CIRCLE
LONGMONT, CO 80504
(303) 776-9570
ATTN: DAVE CROSS

LITTLE THOMPSON WATER DISTRICT

835 E. STATE HIGHWAY 56
BERTHOUD, CO 80513
970-532-2096
ATTN: AMBER KAUFFMAN

BAREFOOT LAKES - FILING 7
PRELIMINARY PLAT

THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
195.11 ACRES - 658 LOTS/ 35 TRACTS/ & 4 SUPERBLOCKS
PP 22-033



VICINITY MAP

1" = 2000'

LAND SUMMARY CHART		
TYPE	AREA (AC)	% OF TOTAL AREA
LOTS	114.81	58.84%
FIRE STATION	3.73	1.91%
SUPERBLOCKS	50.58	25.92%
RESIDENTIAL LOTS	60.50	31.01%
TRACTS	36.51	18.71%
PUBLIC R.OW.	43.79	22.44%
TOTAL	195.11	100.00%

TRACT SUMMARY CHART				
TRACT	AREA (AC)	USE	OWNERSHIP	MAINTENANCE
TRACT A	7.92	OPEN SPACE, UTILITY, DRAINAGE	SLVMD	SLVMD
TRACT B	1.74	LAND BUFFER, OPEN SPACE, DRAINAGE	SLVMD	SLVMD
TRACT C	2.16	LAND BUFFER, OPEN SPACE, DRAINAGE, UTILITY	SLVMD	SLVMD
TRACT D	0.26	OPEN SPACE	SLVMD	SLVMD
TRACT E	1.88	LAND BUFFER, UTILITY, OPEN SPACE	SLVMD	SLVMD
TRACT F	3.85	DRAINAGE, UTILITY, OPEN SPACE	SLVMD	SLVMD
TRACT G	0.45	LAND BUFFER, UTILITY, OPEN SPACE	SLVMD	SLVMD
TRACT H	2.48	LAND BUFFER, DRAINAGE, UTILITY, OPEN SPACE	SLVMD	SLVMD
TRACT I	7.42	DRAINAGE, DETENTION	SLVMD	SLVMD
TRACT J	0.02	UTILITY, OPEN SPACE	SLVMD	SLVMD
TRACT K	0.08	LAND BUFFER, OPEN SPACE, UTILITY	SLVMD	SLVMD
TRACT L	0.62	LAND BUFFER, OPEN SPACE, UTILITY	SLVMD	SLVMD
TRACT M	0.27	LAND BUFFER, OPEN SPACE, UTILITY	SLVMD	SLVMD
TRACT N	1.38	LAND BUFFER, OPEN SPACE, UTILITY	SLVMD	SLVMD
TRACT O	0.08	LAND BUFFER, OPEN SPACE, UTILITY	SLVMD	SLVMD
TRACT P	0.49	ALLEY ACCESS	SLVMD	SLVMD
TRACT Q	0.52	ALLEY ACCESS	SLVMD	SLVMD
TRACT R	0.45	ALLEY ACCESS	SLVMD	SLVMD
TRACT S	0.36	ALLEY ACCESS	SLVMD	SLVMD
TRACT T	0.43	ALLEY ACCESS	SLVMD	SLVMD
TRACT U	0.08	ALLEY ACCESS	SLVMD	SLVMD
TRACT V	0.08	ALLEY ACCESS	SLVMD	SLVMD
TRACT W	0.35	ALLEY ACCESS	SLVMD	SLVMD
TRACT X	0.53	ALLEY ACCESS	SLVMD	SLVMD
TRACT Y	0.99	ALLEY ACCESS	SLVMD	SLVMD
TRACT Z	0.32	LAND BUFFER, OPEN SPACE	SLVMD	SLVMD
TRACT AA	0.17	LAND BUFFER, OPEN SPACE, UTILITY	SLVMD	SLVMD
TRACT AB	0.17	LAND BUFFER, OPEN SPACE, UTILITY	SLVMD	SLVMD
TRACT AC	0.11	LAND BUFFER, OPEN SPACE, UTILITY	SLVMD	SLVMD
TRACT AD	0.11	LAND BUFFER, OPEN SPACE, UTILITY	SLVMD	SLVMD
TRACT AE	0.11	LAND BUFFER, OPEN SPACE, UTILITY	SLVMD	SLVMD
TRACT AF	0.11	LAND BUFFER, OPEN SPACE, UTILITY	SLVMD	SLVMD
TRACT AG	0.11	LAND BUFFER, OPEN SPACE, UTILITY	SLVMD	SLVMD
TRACT AH	0.11	LAND BUFFER, OPEN SPACE, UTILITY	SLVMD	SLVMD
TRACT AI	0.30	LAND BUFFER, OPEN SPACE, UTILITY	SLVMD	SLVMD
TOTAL TRACTS	36.51	LANDSCAPE BUFFER/ DRAINAGE/ UTILITY/ OPEN SPACE/ PARK/ & ALLEY		

SHEET LIST INDEX	
SHEET NO.	DESCRIPTION
C1.0	COVER SHEET
C4.0	OVERALL PLAT EXHIBIT
C4.1	PRELIMINARY PLAT
C4.2	PRELIMINARY PLAT
C4.3	PRELIMINARY PLAT
C4.4	PRELIMINARY PLAT
C4.5	PRELIMINARY PLAT
C4.6	PRELIMINARY PLAT
C4.7	PRELIMINARY PLAT
C4.8	PRELIMINARY PLAT
C4.9	PRELIMINARY PLAT
C4.10	PRELIMINARY PLAT

	Provided (SF)	Provided (AC)	Required (SF)	Required (AC)	Difference (AC)
Passive Open Space (OS)	910,515	20.90	1,232,401	28.29	(7.39)
Pocket Park Space (PP)	194,830	4.47	44,014	1.01	3.46
Neighborhood Park Space (NP)	-	-	264,086	6.06	(6.06)

NOTE: The balance of Open Space and the Neighborhood Park are included in future filings. See supplemental Master Plan exhibit.

SUBDIVISION DATA TABLE	
	TOTALS
GROSS AREA	195.11 ACRES
GROSS DENSITY (RESIDENTIAL LOTS PER ACRE)	3.37 LOTS / ACRE
NUMBER OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	562
NUMBER OF SINGLE FAMILY ATTACHED RESIDENTIAL LOTS	96
NUMBER OF TRACTS	35
AREA OF TRACTS	36.51 ACRES
AREA OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	53.92 ACRES
DENSITY (SINGLE FAMILY DETACHED RESIDENTIAL LOTS PER ACRE)	10.42 LOTS / ACRE
AREA OF SINGLE FAMILY ATTACHED RESIDENTIAL LOTS	6.58 ACRES
DENSITY (SINGLE FAMILY ATTACHED RESIDENTIAL LOTS PER ACRE)	104.59 LOTS / ACRE
MINIMUM SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	2700 SQ. FT.
MAXIMUM SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	7475 SQ. FT.
AVERAGE SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	4194 SQ. FT.
MINIMUM SINGLE FAMILY ATTACHED RESIDENTIAL LOT AREA	2700 SQ. FT.
MAXIMUM SINGLE FAMILY ATTACHED RESIDENTIAL LOT AREA	3600 SQ. FT.
AVERAGE SINGLE FAMILY ATTACHED RESIDENTIAL LOT AREA	2986 SQ. FT.

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 88°30'51" EAST, 2634.08 FEET AND MONUMENTED AS SHOWN HEREON.

LEGAL DESCRIPTION - BAREFOOT LAKE FILING NO. 7

A PARCEL OF LAND BEING A PORTION OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 25;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, NORTH 00°12'43" WEST, A DISTANCE OF 2,654.50 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 25;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, NORTH 00°13'07" WEST, A DISTANCE OF 518.80 FEET TO THE SOUTHWEST CORNER OF LOT A, A RECORDED EXEMPTION NO. 1207-25-2 RE-4103 AS SHOWN IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 3303561;

THENCE ALONG THE SOUTH AND EAST LINES OF SAID LOT A THE FOLLOWING 2 COURSES:

1)NORTH 88°54'53" EAST, A DISTANCE OF 480.00 FEET;

2)NORTH 23°22'49" EAST, A DISTANCE OF 282.43 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE ALONG THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT A, NORTH 88°54'53" EAST, A DISTANCE OF 70.87 FEET;

THENCE DEPARTING SAID EASTERLY PROLONGATION, NORTH 23°02'11" EAST, A DISTANCE OF 181.56 FEET;

THENCE NORTH 32°57'14" EAST, A DISTANCE OF 87.88 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 663.86 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 115.00 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 89.38 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 89°47'17" WEST, A DISTANCE OF 27.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 12.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 00°12'43" EAST, A DISTANCE OF 226.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 12.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 00°12'43" EAST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 12.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 00°12'43" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 00°12'43" EAST, A DISTANCE OF 720.81;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 462.00 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 250.05 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 474.28 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 89°47'17" WEST, A DISTANCE OF 37.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 12.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 18.85 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 00°12'43" EAST, A DISTANCE OF 898.94 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 115.00 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 140.00 FEET;

THENCE NORTH 89°47'17" EAST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 00°12'43" EAST, A DISTANCE OF 134.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 58.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 47°38'13" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°09'03", AN ARC LENGTH OF 42.67 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 00°12'43" EAST, A DISTANCE OF 89.36 FEET;

THENCE NORTH 88°59'54" EAST, A DISTANCE OF 1,026.58 FEET;

THENCE SOUTH 32°21'48" EAST, A DISTANCE OF 149.25 FEET;

THENCE SOUTH 29°54'22" EAST, A DISTANCE OF 106.25 FEET;

THENCE SOUTH 26°24'34" EAST, A DISTANCE OF 62.72 FEET;

THENCE SOUTH 24°36'27" EAST, A DISTANCE OF 341.63 FEET;

THENCE SOUTH 22°24'27" EAST, A DISTANCE OF 192.77 FEET TO THE SOUTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 25;

THENCE ALONG SAID SOUTH LINE, SOUTH 88°30'51" WEST, A DISTANCE OF 1,422.27 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 25;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 88°58'33" WEST, A DISTANCE OF 2,643.03 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 8,498.868 SQUARE FEET OR 195.107 ACRES, MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BENCHMARK DESCRIPTION

3 1/2" BRASS CAP IN CONCRETE STAMPED "P 329 1951" AT NORTHEAST CORNER OF HIGHWAY 66 AND WELD COUNTY ROAD 11, 34 FEET NORTH OF CENTERLINE OF HIGHWAY 66 AND 3 FEET EAST OF POWER POLE.

ELEVATION = 4953.57 NAVD88.

BAREFOOT LAKES

FILING 7

COVER SHEET

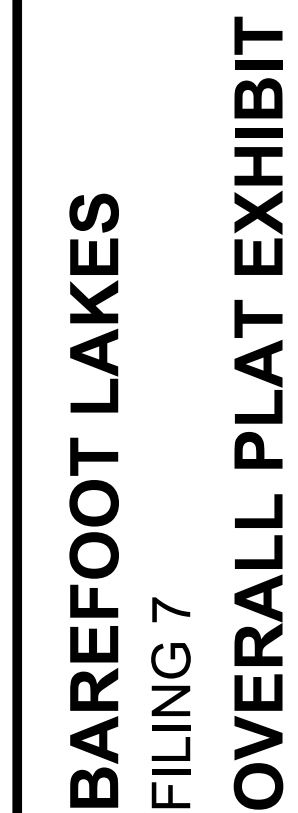
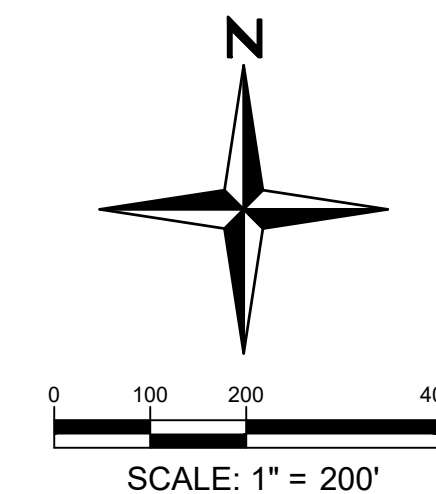
SHEET

C1.0

15 YEARS
WHERE GREAT PLACES BEGIN

Redland
720.283.6783
REDLAND.CO
Landscape Architecture
Land Planning
Civil Engineering
Construction Management

WESTERN SIDE OF BIRCH STREET TO WESTRIAN
RANCH ANNEXATION TO TOWN OF MEAD
REC. NO. 2937346



SHEET

C4.0

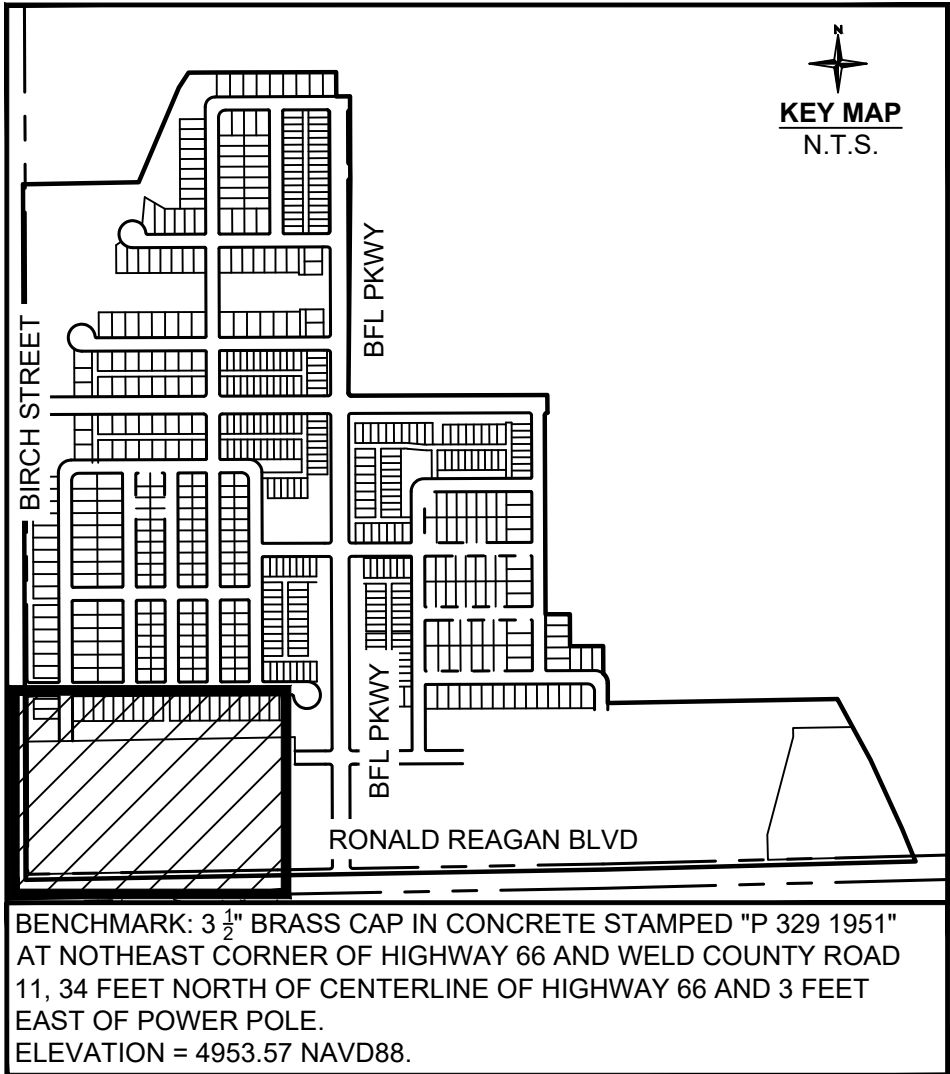
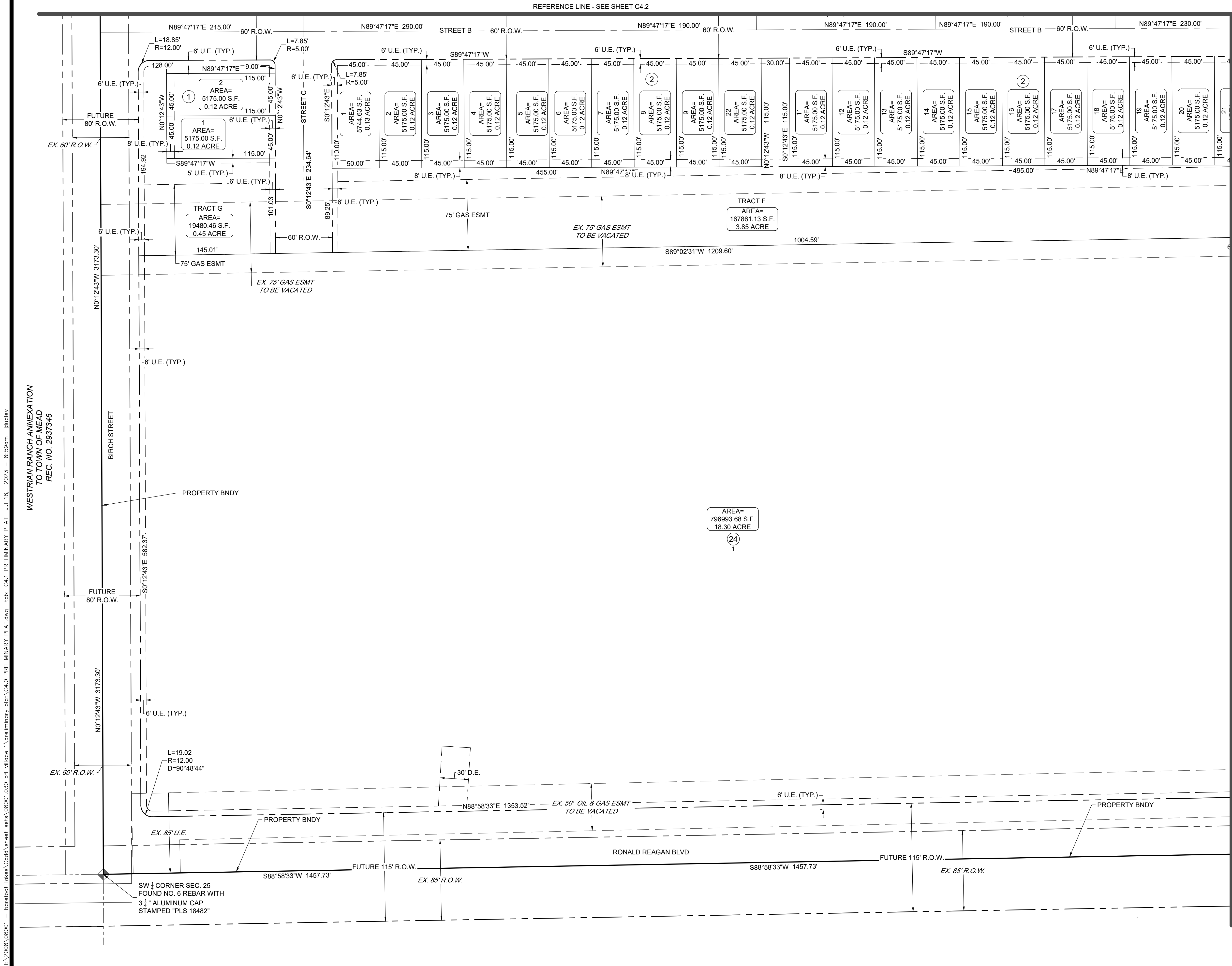
15 Years
Redland
WHERE GREAT PLACES BEGIN

- Land Planning
- Landscape Architecture
- Civil Engineering
- Construction Management

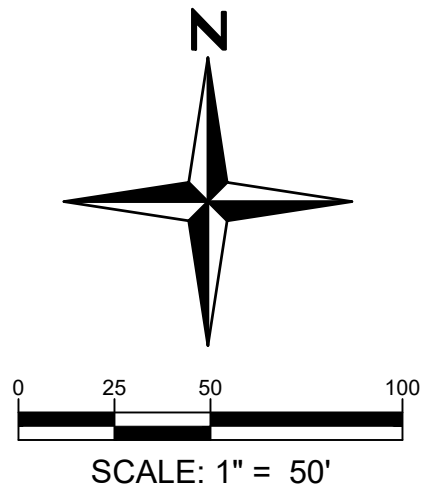
720.283.6793
REDLAND.COM

I:\2008\08001 - barefoot lakes\Cadd\sheet sets\08001.030 bfl village\1\preliminary plat\C4.0 PRELIMINARY PLAT.dwg tab: C4.1 PRELIMINARY PLAT.dwg Jul 18, 2023 -- 8:59am jldiley

WESTRIAN RANCH ANNEXATION
TO TOWN OF MEAD
REC. NO. 2937346



- PROPOSED LEGEND**
- PROPOSED PROPERTY LINE
 - PROPOSED R.O.W.
 - PROPOSED LOT LINE
 - PROPOSED EASEMENT
 - PROPOSED ROAD CENTERLINE
- EXISTING LEGEND**
- EXISTING PROPERTY LINE
 - EXISTING R.O.W.
 - EXISTING LOT LINE
 - EXISTING EASEMENT
 - SECTION LINE
 - ROAD CENTERLINE



811
Know what's below.
Call before you dig.

You MUST CALL 811 (or 1-800-922-1987) for utility locates BEFORE DIGGING. This includes even small projects such as, but not limited to, planting trees or shrubs, sidewalk removal/installation, or fence post installation. Digging without calling can disrupt service to the surrounding neighborhoods. It may harm you and those around you, and potentially result in fines and repair costs.

15 YEARS
Redland
WHERE GREAT PLACES BEGIN

720.283.6793
REDLAND.CO

• Land Planning
• Landscape Architecture
• Civil Engineering
• Construction Management

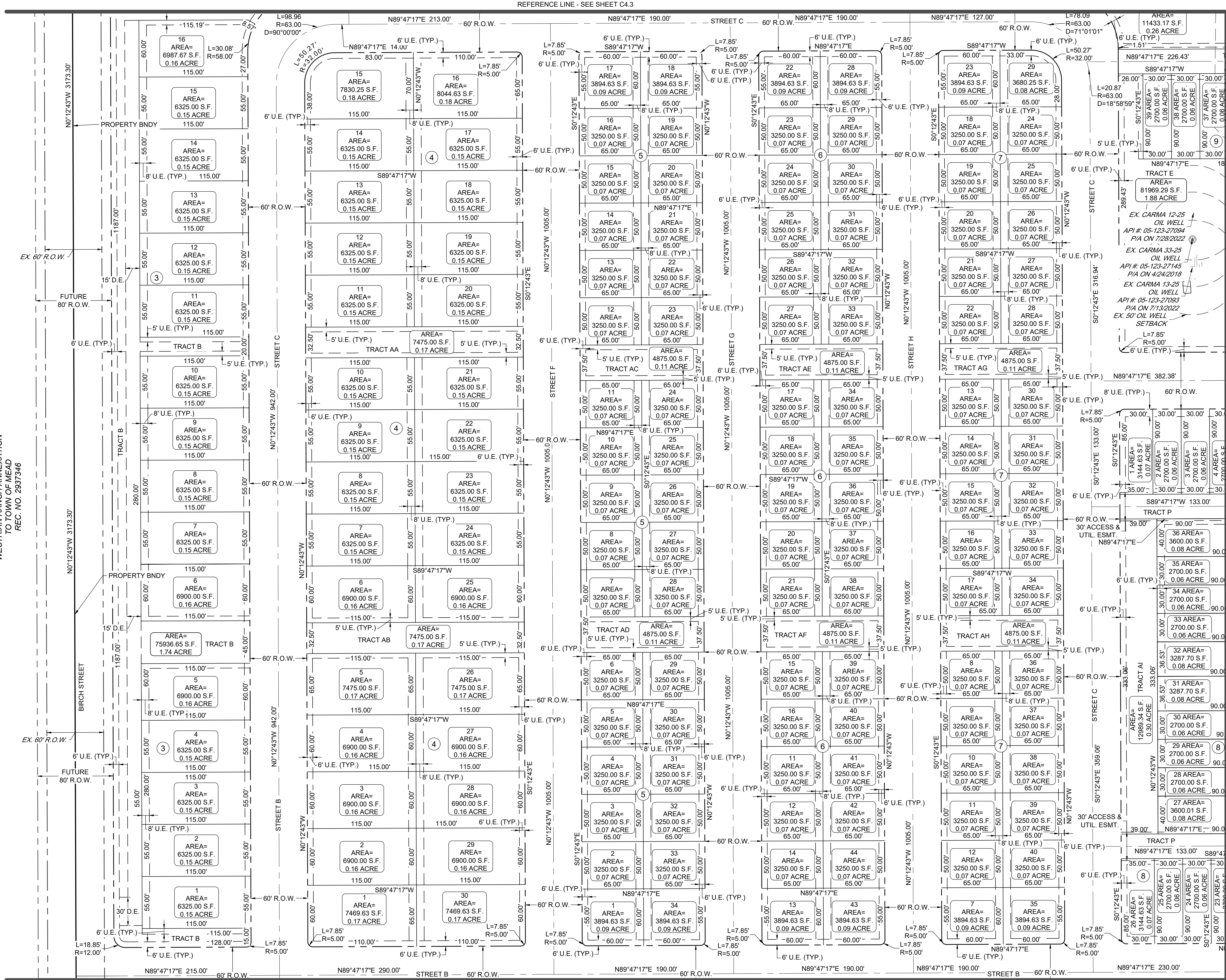
BAREFOOT LAKES
FILING 7
PRELIMINARY PLAT

SHEET

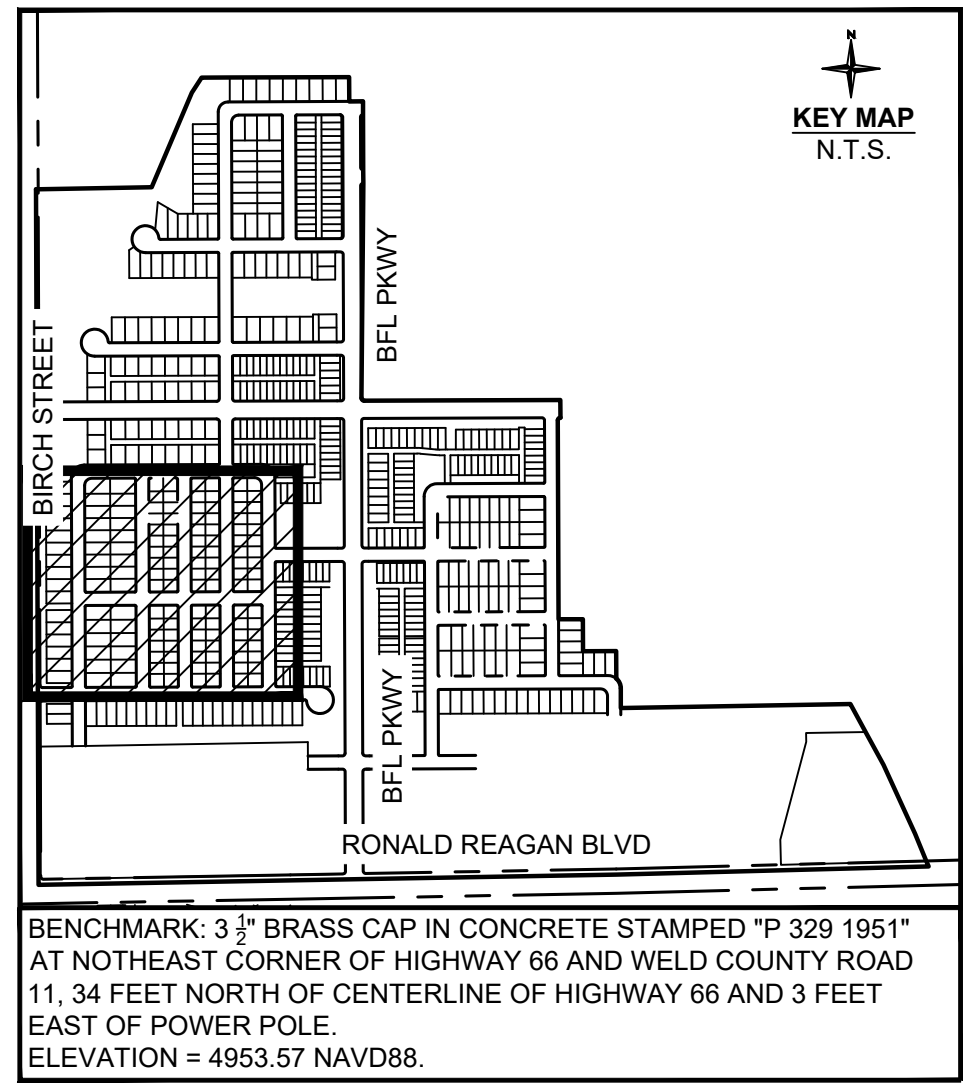
C4.1

I:\2008\08001 - barefoot lakes\Cadd\sheet sets\08001.030 bfl village\1\preliminary plat\C4.0 PRELIMINARY PLAT.dwg tab: C4.2 PRELIMINARY PLAT Jul 18, 2023 - 8:59am jldaley

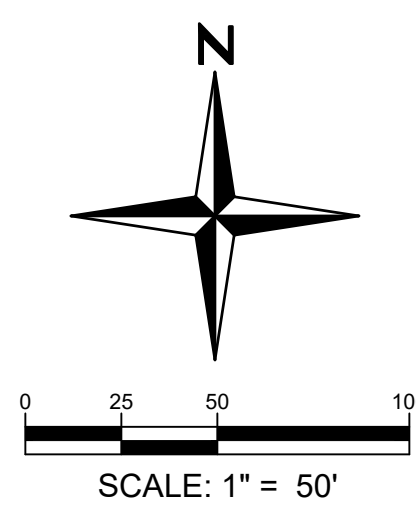
WESTRIAN RANCH ANNEXATION
TO TOWN OF MEAD
REC. NO. 2937346



REFERENCE LINE - SEE SHEET C4.6



- PROPOSED LEGEND**
- PROPOSED PROPERTY LINE
 - PROPOSED R.O.W.
 - PROPOSED LOT LINE
 - PROPOSED EASEMENT
 - PROPOSED ROAD CENTERLINE
- EXISTING LEGEND**
- EXISTING PROPERTY LINE
 - EXISTING R.O.W.
 - EXISTING LOT LINE
 - EXISTING EASEMENT
 - SECTION LINE
 - ROAD CENTERLINE



You MUST CALL 811 (or 1-800-922-1987) for utility locates BEFORE DIGGING. This includes even small projects such as, but not limited to, planting trees or shrubs, sidewalk removal/installation, or fence post installation. Digging without calling can disrupt service to the surrounding neighborhoods. It may harm you and those around you, and potentially result in fines and repair costs.

15 YEARS

WHERE GREAT PLACES BEGIN

720.283.6793

REDLAND.COM

Land Planning

• Landscape Architecture

• Civil Engineering

• Construction Management

BAREFOOT LAKES

FILING 7

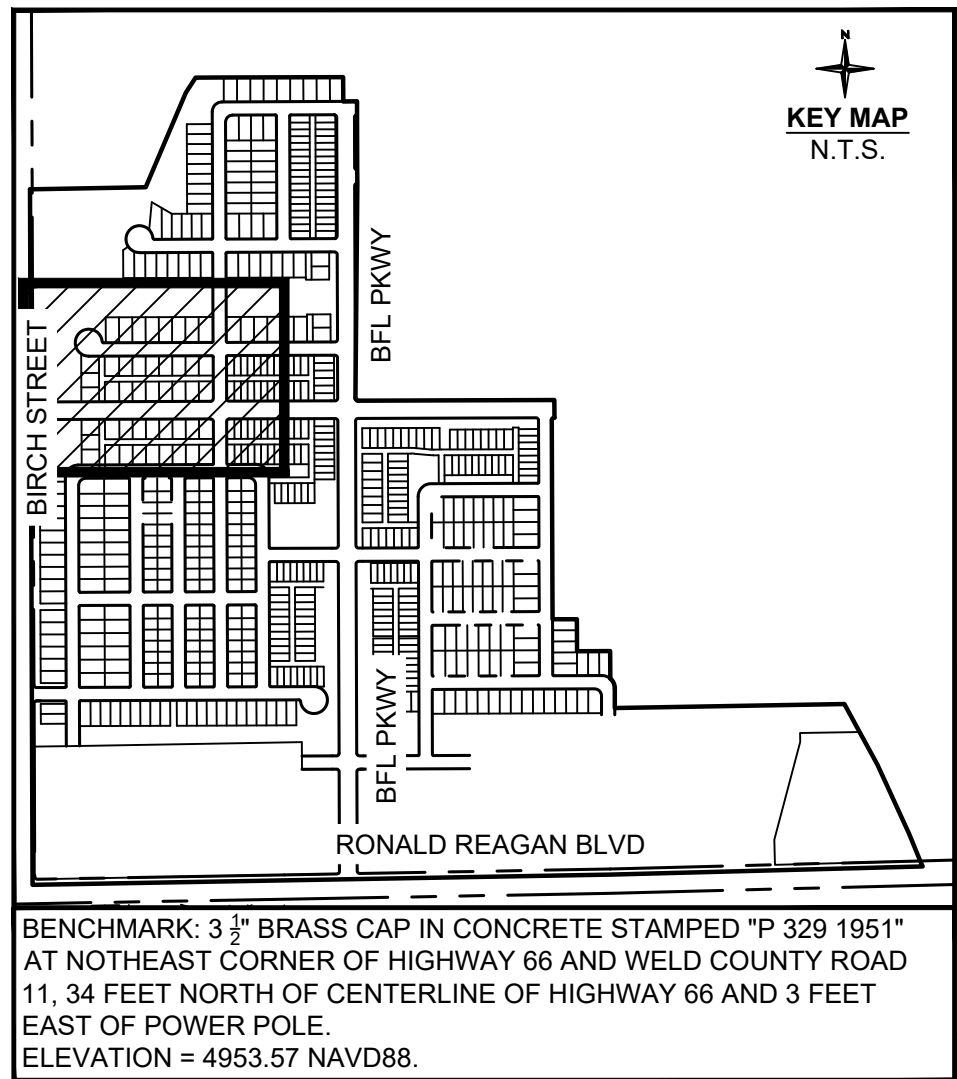
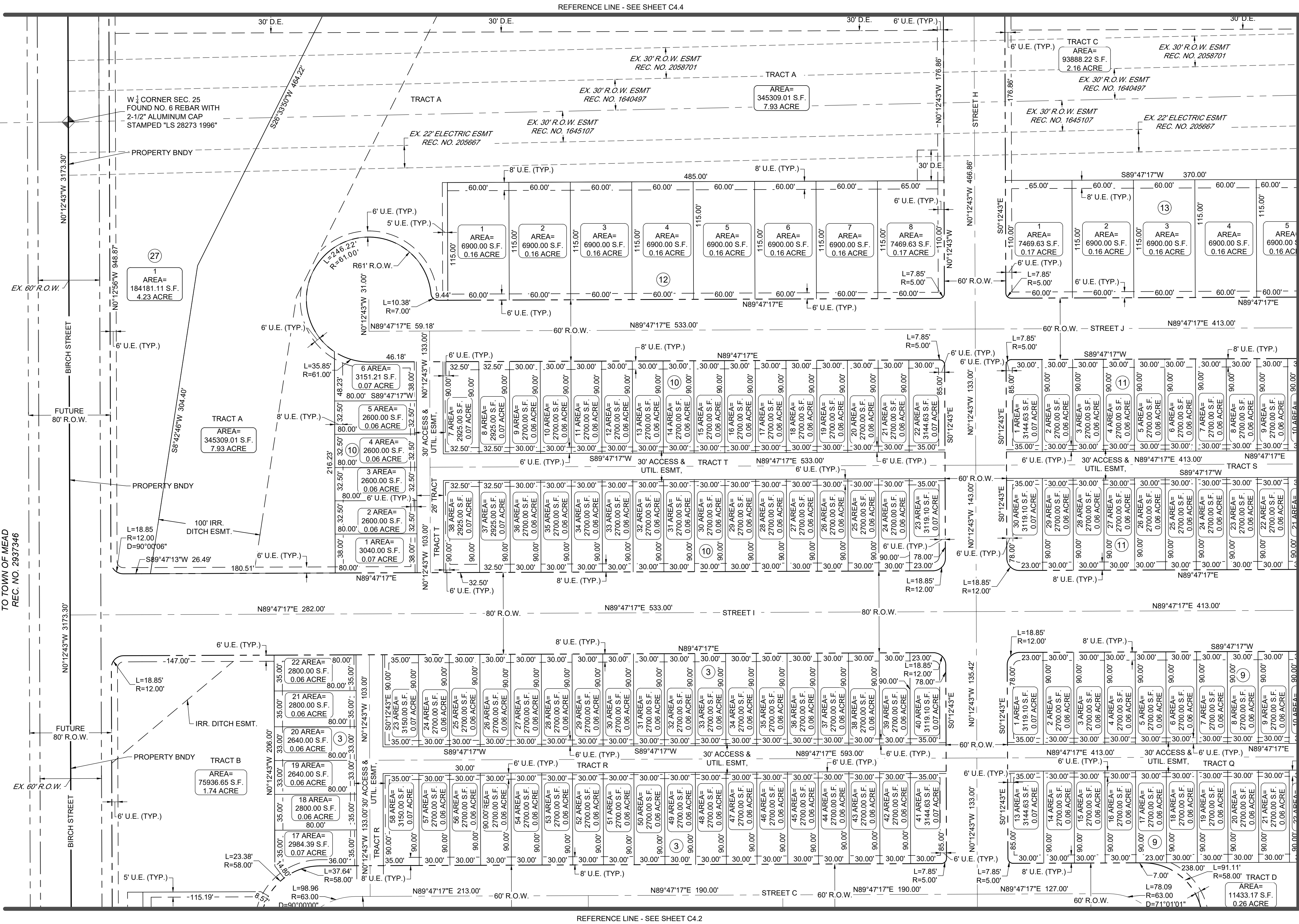
PRELIMINARY PLAT

SHEET

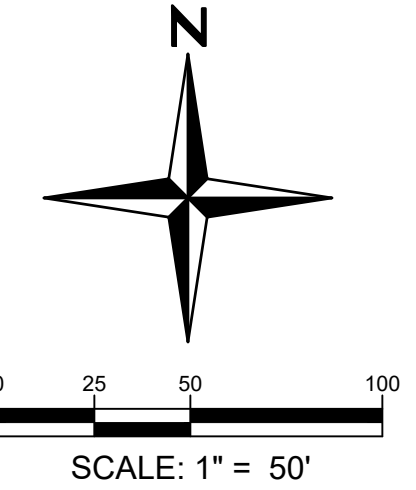
C4.2

I:\2008\08001 - barefoot lakes\Cadd\sheet sets\08001.030 bfl village\1.preliminary plat\c4.0 PRELIMINARY PLAT.dwg tbb: C4.3 PRELIMINARY PLAT Jul 18, 2023 - 8:59am jldaley

WESTRIAN RANCH ANNEXATION
TO TOWN OF MEAD
REC. NO. 2937346



- PROPOSED LEGEND**
- PROPOSED PROPERTY LINE
 - PROPOSED R.O.W.
 - PROPOSED LOT LINE
 - PROPOSED EASEMENT
 - PROPOSED ROAD CENTERLINE
- EXISTING LEGEND**
- EXISTING PROPERTY LINE
 - EXISTING R.O.W.
 - EXISTING LOT LINE
 - EXISTING EASEMENT
 - SECTION LINE
 - ROAD CENTERLINE



You MUST CALL 811 (or 1-800-922-1987) for utility locates BEFORE DIGGING. This includes even small projects such as, but not limited to, planting trees or shrubs, sidewalk removal/installation, or fence post installation. Digging without calling can disrupt service to the surrounding neighborhoods. It may harm you and those around you, and potentially result in fines and repair costs.

BAREFOOT LAKES
FILING 7
PRELIMINARY PLAT

SHEET

C4.3

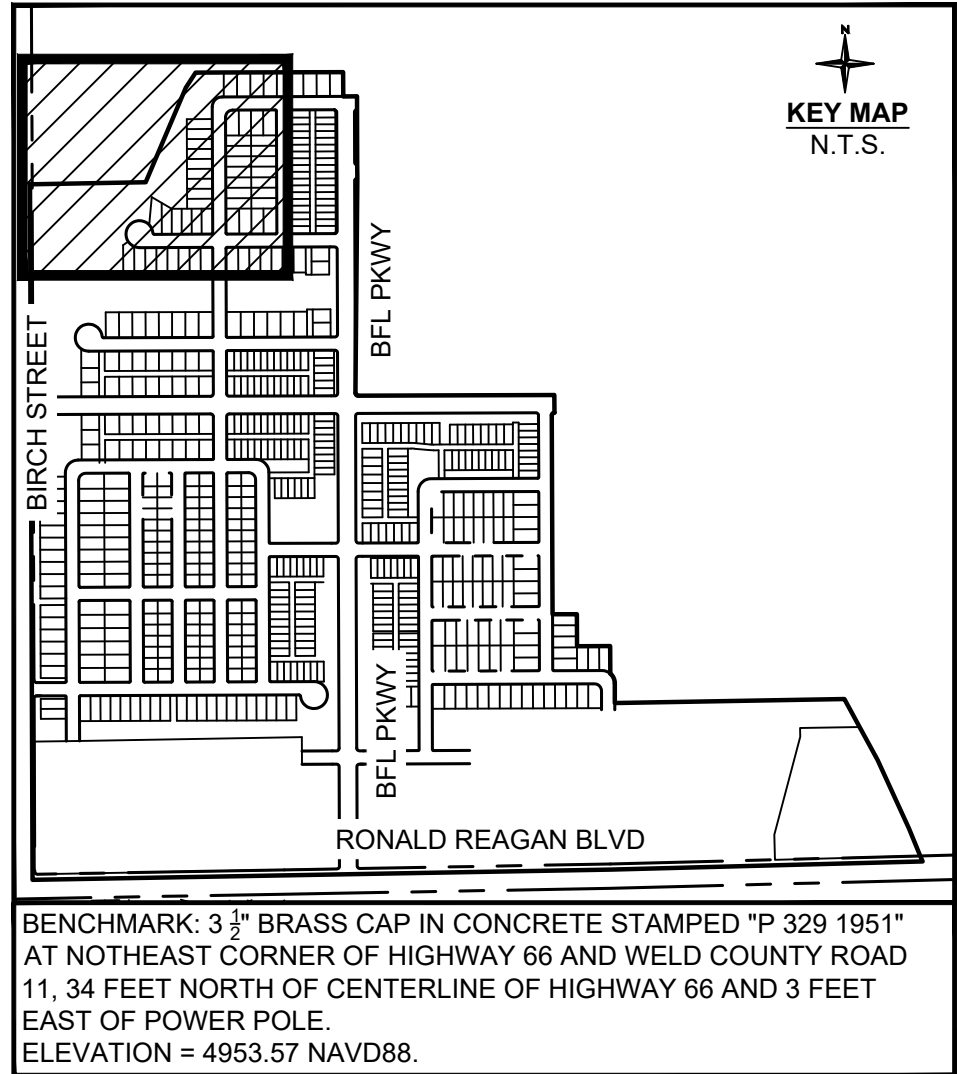
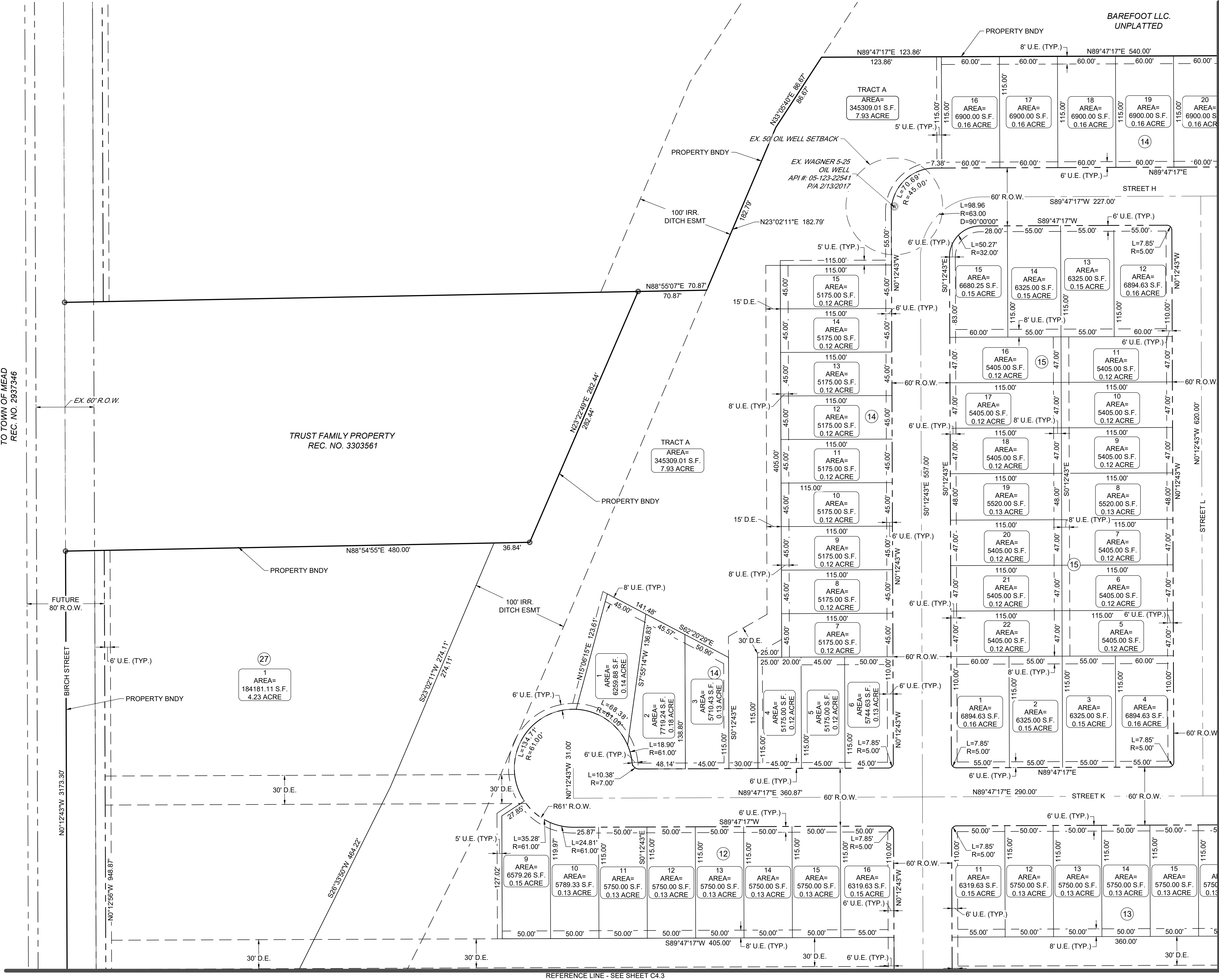
15 Redland
YEARS WHERE GREAT PLACES BEGIN

720.283.6793
REDLAND.COM

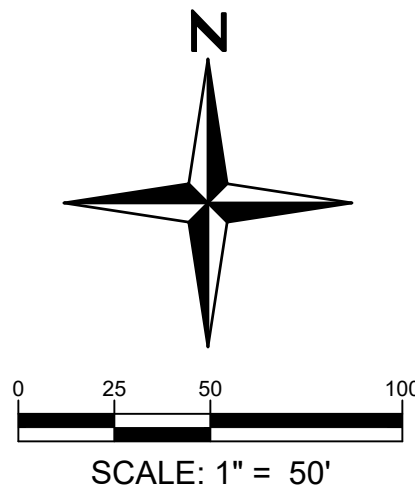
- Land Planning
- Landscaping Architecture
- Civil Engineering
- Construction Management

I:\2008\08001 - barefoot lakes\Cadd\sheet sets\08001.030 bfl village\1\preliminary plat\C4.0 PRELIMINARY PLAT.dwg Job: C4.4 PRELIMINARY PLAT Jul 18, 2023 8:59am jduley

WESTRIAN RANCH ANNEXATION
TO TOWN OF MEAD
REC. NO. 2937346



- PROPOSED LEGEND**
- PROPOSED PROPERTY LINE
 - PROPOSED R.O.W.
 - PROPOSED LOT LINE
 - PROPOSED EASEMENT
 - PROPOSED ROAD CENTERLINE
- EXISTING LEGEND**
- EXISTING PROPERTY LINE
 - EXISTING R.O.W.
 - EXISTING LOT LINE
 - EXISTING EASEMENT
 - SECTION LINE
 - ROAD CENTERLINE



You MUST CALL 811 (or 1-800-922-1987) for utility locates BEFORE DIGGING. This includes even small projects such as, but not limited to, planting trees or shrubs, sidewalk removal/installation, or fence post installation. Digging without calling can disrupt service to the surrounding neighborhoods. It may harm you and those around you, and potentially result in fines and repair costs.

Redland
15 YEARS
WHERE GREAT PLACES BEGIN

720.283.6783
REDLAND.COM

• Land Planning
• Landscape Architecture
• Civil Engineering
• Construction Management

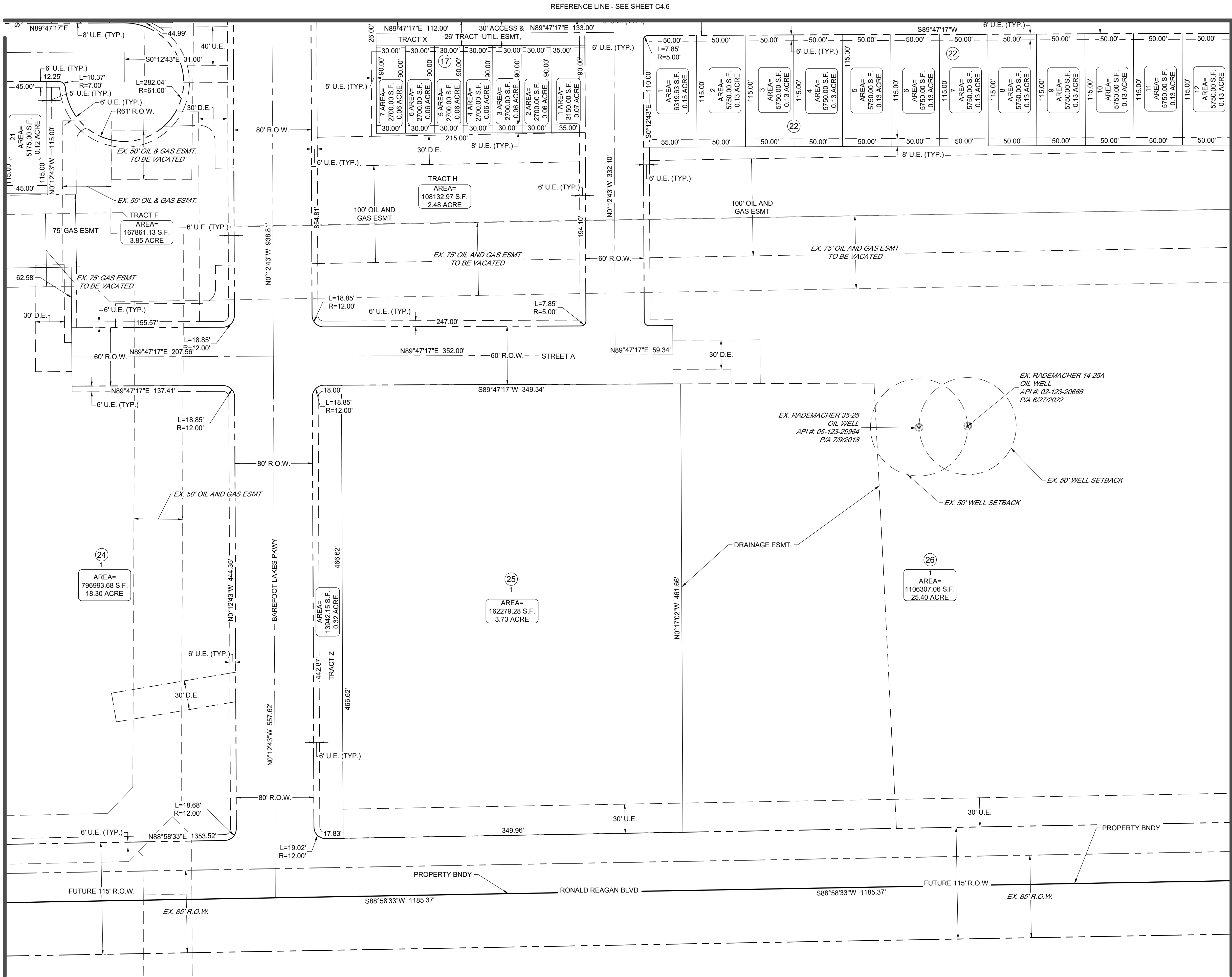
BAREFOOT LAKES
FILING 7
PRELIMINARY PLAT

SHEET

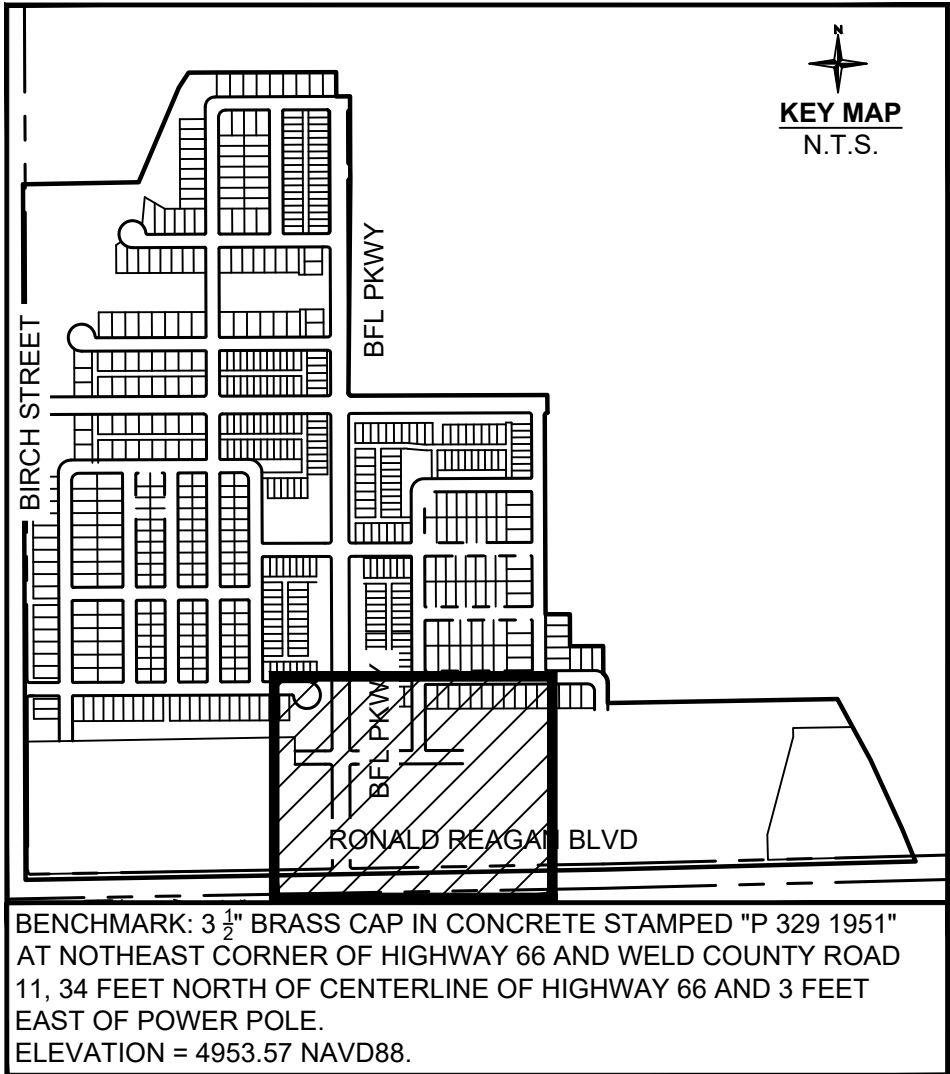
C4.4

I:\2008\08001 - barefoot lakes\Cadd\sheet sets\08001.030 bfl village\1\preliminary plat\C4.0 PRELIMINARY PLAT.dwg tab: C4.5 PRELIMINARY PLAT Jul 18, 2023 - 8:59am jldley

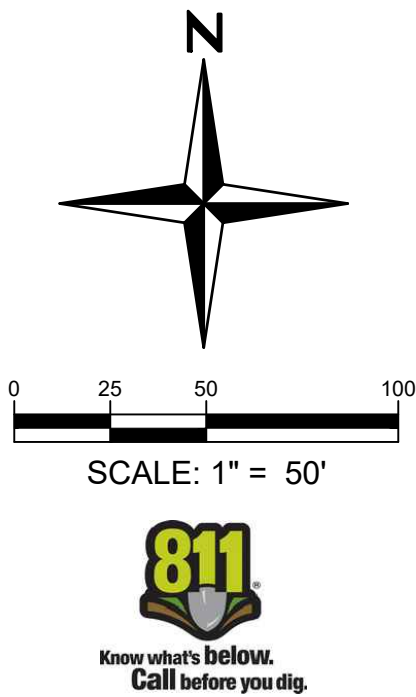
REFERENCE LINE - SEE SHEET C4.1



REFERENCE LINE - SEE SHEET C4.9



- PROPOSED LEGEND**
- PROPOSED PROPERTY LINE
 - PROPOSED R.O.W.
 - PROPOSED LOT LINE
 - PROPOSED EASEMENT
 - PROPOSED ROAD CENTERLINE
- EXISTING LEGEND**
- EXISTING PROPERTY LINE
 - EXISTING R.O.W.
 - EXISTING LOT LINE
 - EXISTING EASEMENT
 - SECTION LINE
 - ROAD CENTERLINE



811
Know what's below.
Call before you dig.

You MUST CALL 811 (or 1-800-922-1987) for utility locates BEFORE DIGGING. This includes even small projects such as, but not limited to, planting trees or shrubs, sidewalk removal/installation, or fence post installation. Digging without calling can disrupt service to the surrounding neighborhoods. It may harm you and those around you, and potentially result in fines and repair costs.

BAREFOOT LAKES
FILING 7
PRELIMINARY PLAT

SHEET

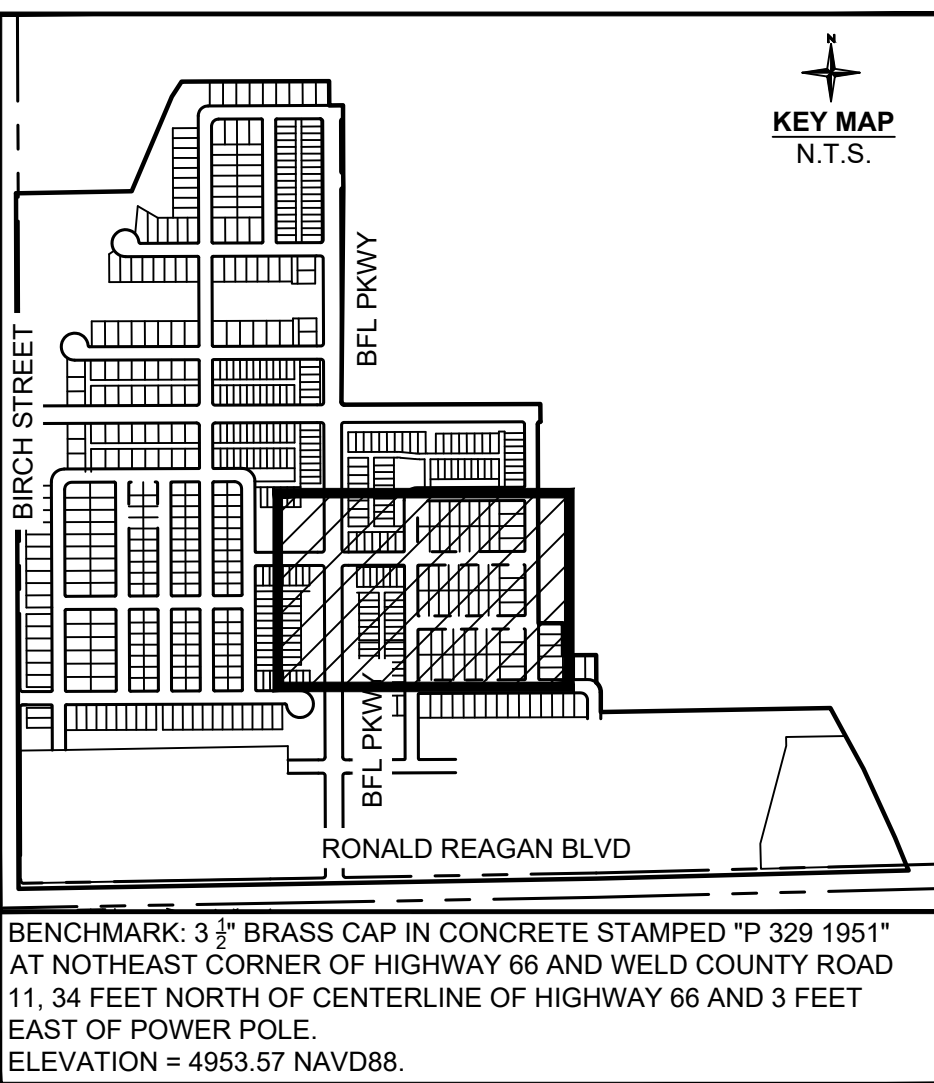
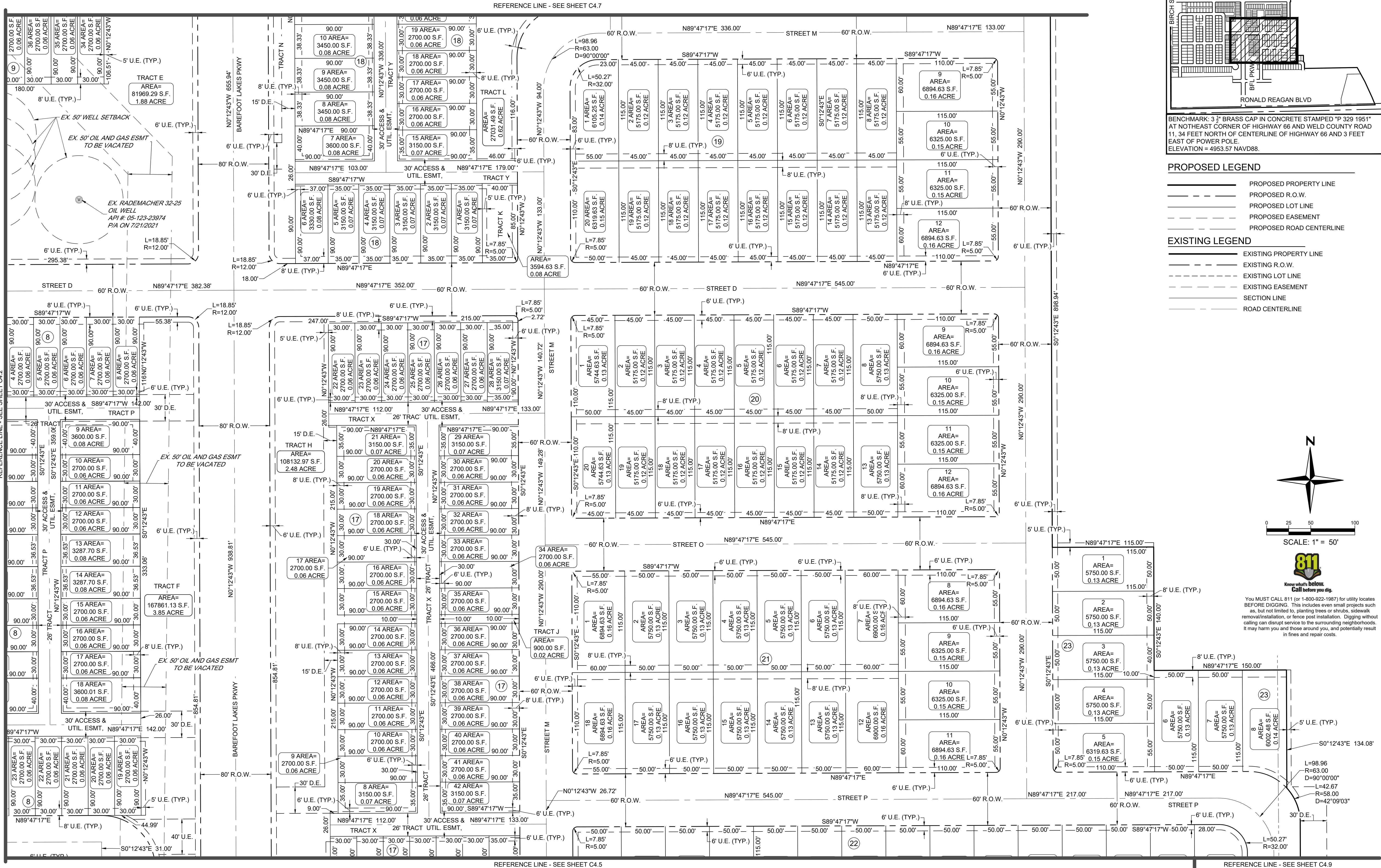
C4.5

15 Redland
YEARS WHERE GREAT PLACES BEGIN

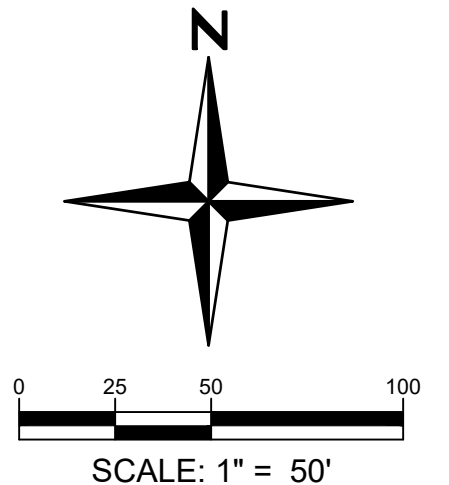
720.283.6793
REDLAND.COM

- Land Planning
- Landscaping Architecture
- Civil Engineering
- Construction Management

I:\2008\08001 - Barefoot Lakes\Sheet sets\08001.030 BFL Village\1\preliminary plat\C4.0 PRELIMINARY PLAT.dwg tab: C4.6 PRELIMINARY PLAT Jul 18, 2023 - 9:00am jldaley



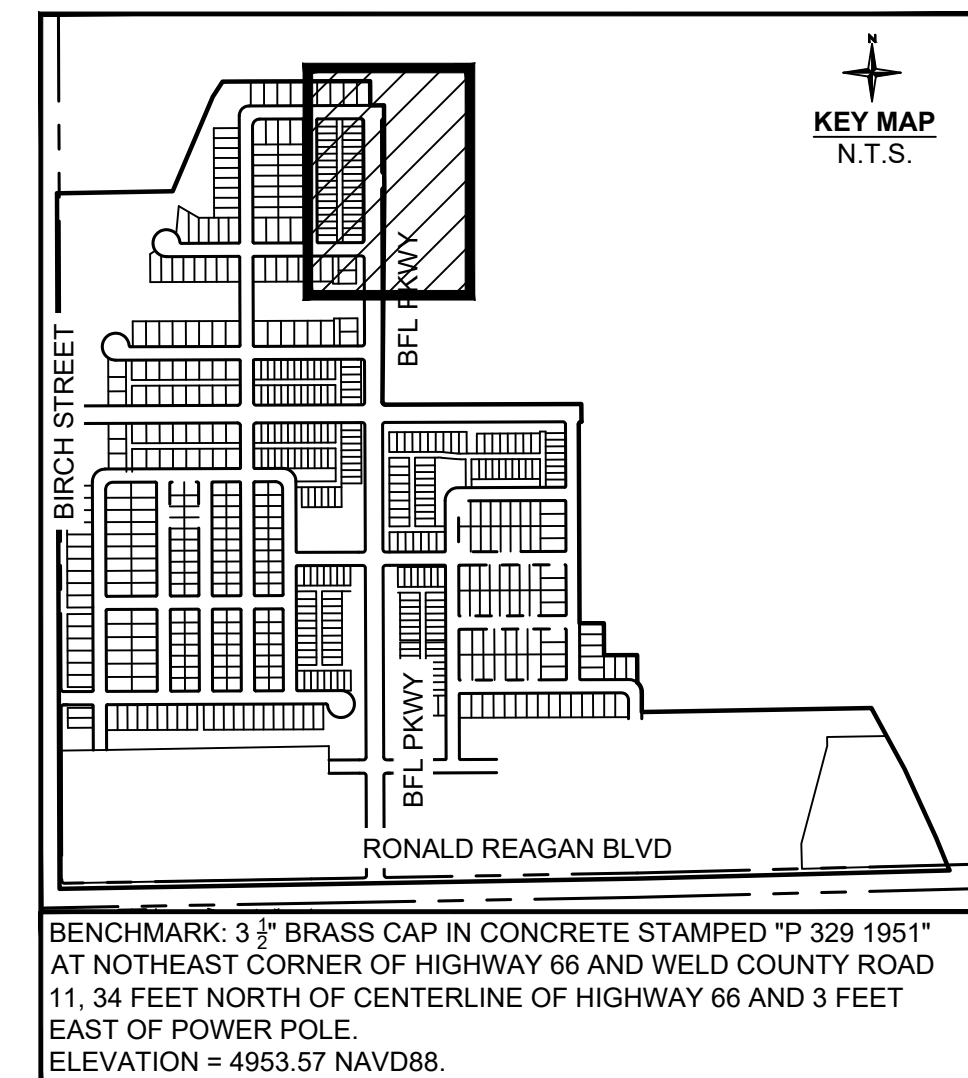
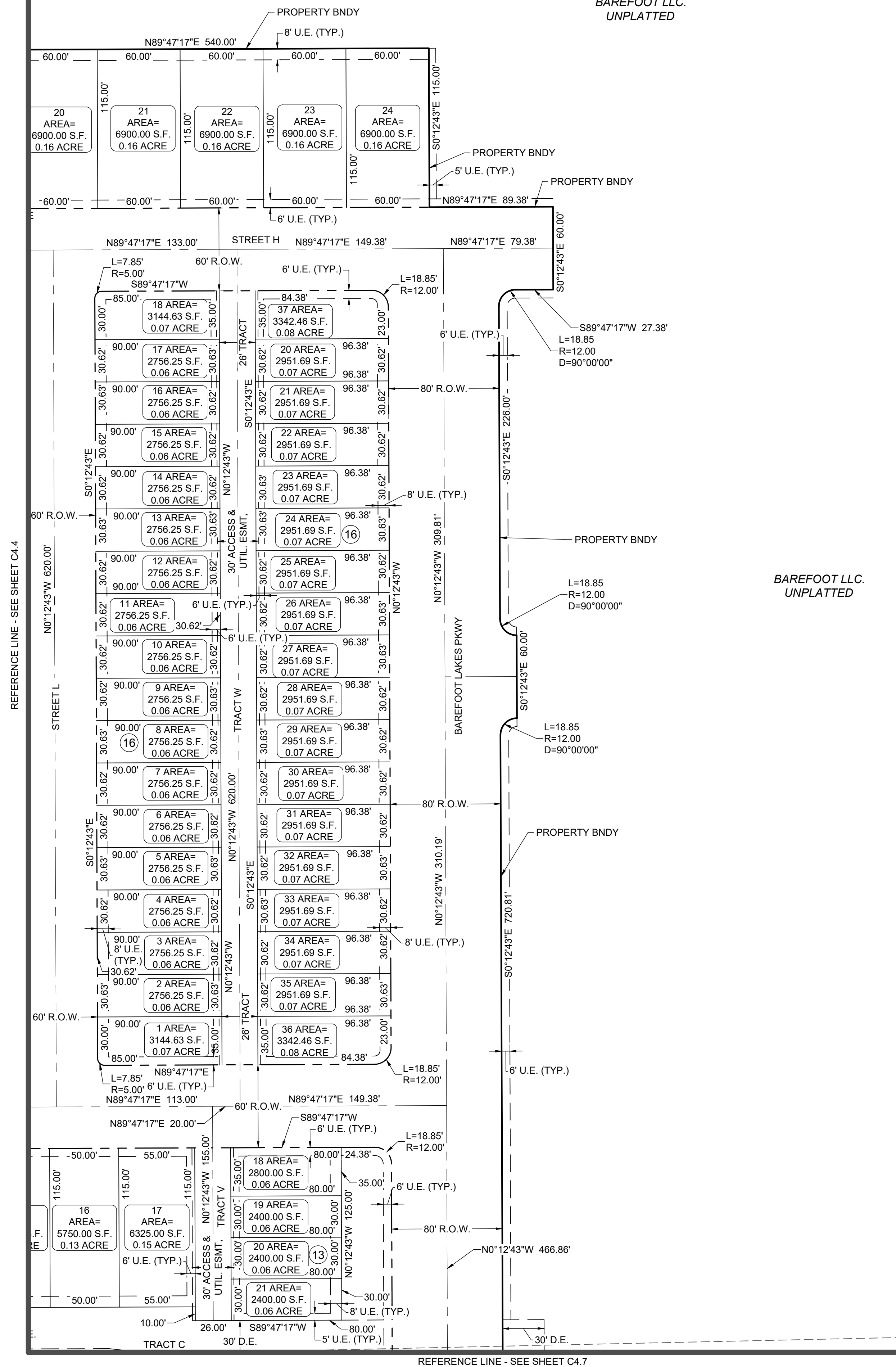
- PROPOSED LEGEND**
- PROPOSED PROPERTY LINE
 - PROPOSED R.O.W.
 - PROPOSED LOT LINE
 - PROPOSED EASEMENT
 - PROPOSED ROAD CENTERLINE
- EXISTING LEGEND**
- EXISTING PROPERTY LINE
 - EXISTING R.O.W.
 - EXISTING LOT LINE
 - EXISTING EASEMENT
 - SECTION LINE
 - ROAD CENTERLINE



811
Know what's below.
Call before you dig.
You MUST call 811 (or 1-800-822-1987) for utility locates BEFORE DIGGING. This includes even small projects such as, but not limited to, planting trees or shrubs, sidewalk removal/installation, or fence post installation. Digging without calling can disrupt service to the surrounding neighborhoods. It may harm you and those around you, and potentially result in fines and repair costs.

15 Redland
WHERE GREAT PLACES BEGIN
YEARS
720.283.6793
REDLAND.CO.VM
• Land Planning
• Civil Engineering
• Landscape Architecture
• Construction Management

BAREFOOT LAKES
FILING 7
PRELIMINARY PLAT
SHEET
C4.6

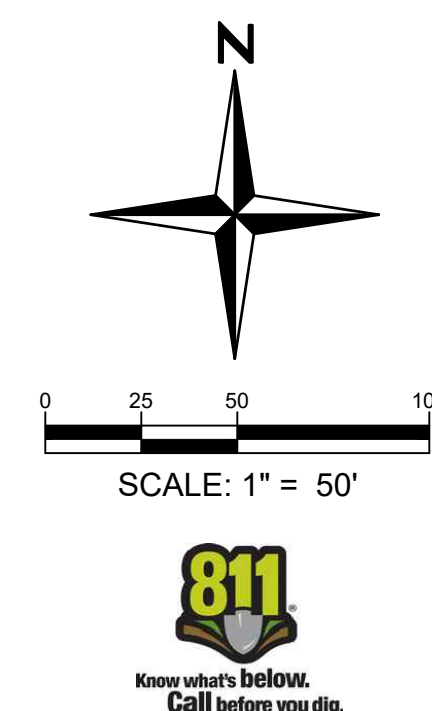


PROPOSED LEGEND

- PROPOSED PROPERTY LINE
- PROPOSED R.O.W.
- PROPOSED LOT LINE
- PROPOSED EASEMENT
- PROPOSED ROAD CENTERLINE

EXISTING LEGEND

- EXISTING PROPERTY LINE
- EXISTING R.O.W.
- EXISTING LOT LINE
- EXISTING EASEMENT
- SECTION LINE
- ROAD CENTERLINE



You MUST CALL 811 (or 1-800-922-1987) for utility locates BEFORE DIGGING. This includes even small projects such as, but not limited to, planting trees or shrubs, sidewalk removal/installation, or fence post installation. Digging without calling can disrupt service to the surrounding neighborhoods. It may harm you and those around you, and potentially result in fines and repair costs.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.b

Land Development

Meeting Date: December 13, 2023

Initiated By: Matt Thompson

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 23-112: A RESOLUTION OF THE FIRESTONE BOARD OF TRUSTEES APPROVING WITH CONDITIONS A SPECIAL REVIEW USE APPLICATION TO OPERATE CLUB CARWASH FACILITIES ON REAL PROPERTY LOCATED ON LOT 2, FIRELIGHT PARK, IN SOUTHWEST QUARTER OF SECTION 5, 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 23-112, approving the Final Development Plan and Special Review Use application with the following conditions:

Final Development Plan:

1. All minor, technical corrections to Lot 2, Firelight Park, SRU-23-002, FDP-23-001, and Special Review Use/Final Development Plan application materials shall be made to the Town's satisfaction.
2. 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.
3. 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.
4. Prior to the commencement of any site work, the Firelight Park Minor Subdivision Plat shall be recorded.

Special Review Use:

1. All minor, technical corrections to Lot 2, Firelight Park, SRU-23-002, FDP-23-001, and Special Review Use/Final Development Plan application materials shall be made to the Town's satisfaction.
2. 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.
3. 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.
4. Prior to the commencement of any site work, the Firelight Park Minor Subdivision Plat shall be recorded.

SUMMARY

The proposed development of a carwash facility consists of a single tunnel that is approximately 146' in length with an area of 5,403 SF with twenty-two (22) outdoor vacuum stalls and three (3) standard parking spaces with one (1) ADA space. The building will include a small office area for employees and a lobby area for customers to purchase vehicle-related merchandise.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

On March 10, 2021, the Board of Trustees approved Ordinance 990, which approved the Firelight Outline Development Plan (ODP). On July 13, 2022, the Board of Trustees approved Firelight Park Minor Subdivision.

ATTACHMENTS

1. Lot 2 Firelight Park SRU-23-001 FDP-23-002 BOT Staff Report
2. Reso 23-112 Club Carwash SRU and FDP
3. FDP



Staff Report

Lot 2, Firelight Park Subdivision

**Special Review Use
and
Final Development Plan**

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

December 13, 2023

GENERAL INFORMATION

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

Applicant: Aaron McLean/Galloway
5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111

Property Owner: Firelight Development, Inc.
1425 Onyx Circle
Longmont, CO 80504

Location: NEC of Fairview Street and Highway 119



Existing Conditions:

Existing Zoning: PUD RC (Regional Commercial)
Existing Use: Vacant land and oil/gas operations

**Adjacent Land Use/Zoning:**

	ZONING	LAND USE
NORTH	Z-437 PUD Weld County	Agriculture + single-family residential
SOUTH	Z-465 PUD Weld County	Commercial
EAST	Z-439 PUD Weld County	Single-family residential
WEST	N-PE Non-Residential Primary Employment City of Longmont	Vacant land

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 carwash facility consists of a single tunnel that is approximately 146' in length with an area of 5,403 SF with twenty-two (22) outdoor vacuum stalls and three (3) standard parking spaces with one (1) ADA space. The building will include a small office area for employees and a lobby area for customers to purchase vehicle-related merchandise. The carwash tunnel itself can accommodate several vehicles at a time with approximately thirty (30) additional vehicles in queue during peak demands. The landscaping proposed will provide screening and visual appeal from public streets. A 10' regional trail will be built and related landscaping along CO 119 while Club Carwash is providing a 10' trail to the eastern property line to connect the internal private drive and sidewalks to the regional trail network. Building architecture integrates an 8" ivory spec-brick block with an architectural black CMU split face block to provide depth and character to break up massing along with tower elements as end caps for horizontal and vertical visual relief.

Access to the subject property is provided via a shared drive to the west with the proposed Ziggy's Coffee on Lot 1 of the Firelight Park Minor Subdivision; which will connect to a proposed internal private drive constructed by the Developer. This private drive will connect to the west with the existing Fairview Street, where a right-in/right-out, additional access drives, and connections to Fairview will be made as new development occurs.

APPROVAL CRITERIA AND STAFF ANALYSIS

Special Review Use Approval Criteria and Staff Analysis:

The Special Review Use application for the Club Carwash 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/ PUD 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 carwash 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 carwash 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 CO 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 carwash 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 proposed carwash is situated in an east/west design so not have the tunnel bay openings facing a public street, that being CO 119 to the south. In addition, this site design is achieved with the internal private access drive to the north as well.*

- 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: *The proposed landscape plan will have a 20' landscape buffer along the north property line, between the internal private drive and the vacuum bays. Similar to the south, there is a 30' landscape buffer between the proposed use and the public street, CO 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, it was determined during the design process with staff that the impacts associated with the proposed carwash use should be mitigated towards the south, where CO 119 is located. There is adequate landscape screening and buffering along the northern portion of the property to mitigate the impacts of the internal private drive and vacuuming facilities.*

- 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 immediate vicinity will be other commercial land uses to serve the regional market between Firestone and Longmont; making the proposed carwash use compatible with the character of the surrounding area. However, at this time, there is only a drive-thru coffee shop proposed in the immediate vicinity, and adjacent to the subject property. Being that these are both auto-oriented land uses, 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 carwash 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 subject property is within the Firelight Commercial Metropolitan District which will provide maintenance of internal private drives.*

- 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, Firelight Park, Club Carwash 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 PUD allows for regional-scaled commercial land uses, of which the proposed carwash 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 Firelight Park Minor Subdivision Plat created the subject lot for the proposed carwash facility. As part of the subdivision process, infrastructure will be provided by the overall Developer, allowing the carwash to connect with the infrastructure that is installed by the developer.*

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

Staff: *No buildings or structures proposed on the FDP will 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 north side of the property, facing away from CO 119 to the south. The tunnel carwash is situated in an east/west manner to avoid having the bay doors open towards the public street. Together with the proposed on-site landscaping, any adverse impacts associated with the proposed use will be mitigated.*

- 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: *At full build-out, the immediate vicinity will be other commercial land uses to serve the regional market between Firestone and Longmont; making the proposed carwash use compatible with the character of the surrounding area.*

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call:	October 4, 2023
Property Posted:	September 14, 2023
Letters to Adjacent Property Owners:	October 4, 2023

RECOMMENDATIONS

Special Review Use:

Town staff recommends the Board of Trustees approve draft Resolution 23-112, a resolution approving the Special Review Use application to the Board of Trustees with the following conditions:

- a. All minor, technical corrections to Lot 2, Firelight Park, SRU-23-002, FDP-23-001, and Special Review Use/Final Development Plan application materials shall be made to the Town's satisfaction.
- b. 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.
- c. 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.
- d. Prior to the commencement of any site work, the Firelight Park Minor Subdivision Plat shall be recorded.

Final Development Plan:

Town staff recommends the Board of Trustees approve draft Resolution 23-112, a resolution approving the Final Development Plan application to the Board of Trustees with conditions:

- a. All minor, technical corrections to Lot 2, Firelight Park, SRU-23-002, FDP-23-001, and Special Review Use/Final Development Plan application materials shall be made to the Town's satisfaction.
- b. 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.
- c. 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.
- d. Prior to the commencement of any site work, the Firelight Park Minor Subdivision Plat shall be recorded.

RESOLUTION NO. 23-112

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SPECIAL REVIEW USE APPLICATION TO OPERATE CLUB CARWASH FACILITIES ON REAL PROPERTY LOCATED ON LOT 2, FIRELIGHT PARK, IN SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., WITHIN THE TOWN OF FIRESTONE AND AN ACCOMPANYING SITE PLAN PERTAINING THERETO

WHEREAS, Club Car Wash Firestone Pratt, LLC (“Applicant”), on behalf of Firelight Development, Inc., who is the owner of certain real property located in the Town of Firestone, having a legal description of Lot 2, Firelight Park, located in the Southwest Quarter of Section 5, 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 carwash, including 5,403 SF building and associated vacuums and parking, to be known as the “Club Carwash” 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 16, 2023, rendered a decision recommending approval of the Application with conditions, as more fully set forth in PC-23-07; and

WHEREAS, on December 13, 2023, the Board of Trustees conducted a public hearing on the Application; and

WHEREAS, after reviewing the Planning and Zoning Commission’s decision, 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 Application is complete, and that the Applicant has met 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 the final development plan criteria set forth in Step 9, Section 16.7.10.D. of the 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-23-07.

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

Section 3. Club Car Wash Firestone Pratt, LLC’s application for a special use review to construct and operate a new carwash, including a 5,403 SF building and associated vacuums and parking, to be known as the “Club Carwash” on the Property, as a special use within the existing Planned Unit Development Regional Commercial zoning district, is hereby approved,

subject to and contingent upon compliance with the following conditions:

- a. 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.
- b. 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.

Section 4. The Club Carwash Final Development Plan, Town of Firestone, Weld County, State of Colorado, attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved, subject to and contingent upon compliance with the following conditions:

- a. All minor, technical corrections to the Final Development Plan application materials shall be made to the Town's satisfaction.

Section 5. Unless otherwise extended by resolution of the Board of Trustees, the approval of the final development plan shall be null and void if the conditions set forth in Section 4(a) are not complied with within one hundred twenty (120) days of the date of this Resolution.

INTRODUCED, READ AND ADOPTED this 13th day of December, 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

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002

1

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

GENERAL NOTES – CONSTRUCTION

1. ALL CONSTRUCTION SHALL CONFORM TO THE LATEST "DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" BY THE TOWN OF FRESTONE. COPIES OF THE STANDARDS AND SPECIFICATIONS MAY BE OBTAINED FROM THE TOWN WEB PAGE. THE OWNER SHALL HAVE ACCESS TO THE STANDARDS AND SPECIFICATIONS.
2. THE OWNER SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE TOWN OF FRESTONE ENGINEERING STAFF PRIOR TO THE START OF CONSTRUCTION. THOSE IN ATTENDANCE SHALL INCLUDE THE OWNER, HIS ENGINEER, THE TOWN ENGINEERING STAFF, REPRESENTATIVES OF THE "CITY" AND OTHERS WHO MAY BE REQUIRED TO MAKE ADJUSTMENTS. THE TOWN WILL BE DISTRIBUTED AT THE PRE-CONSTRUCTION MEETING. CONTRACTOR SHALL HAVE (1) COPY OF THE SIGNED PLANS ON SITE AT ALL TIMES.
3. THE TOWN OF FRESTONE, THROUGH ACCEPTANCE OF THIS DOCUMENT, ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS AND/OR ACCURACY OF THIS DOCUMENT. THE OWNER AND DESIGN ENGINEER UNDERSTAND THAT THE RESPONSIBILITY FOR THE ENGINEERING ADEQUACY OF THE UTILITIES DEPICTED IN THIS DOCUMENT LIES SOLELY WITH THE REGISTERED PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE AFFIXED TO THIS DOCUMENT. REPORT ALL DISCREPANCIES TO THE DESIGN ENGINEER IMMEDIATELY.
4. PRIOR TO BEGINNING THE WORK, THE CONTRACTOR SHALL OBTAIN ANY ALL WRITTEN PERMISSIONS FOR ACCESS AND EGRESS TO AND FROM THE PROPERTY. THE CONTRACTOR SHALL OBTAIN ANY ALL WRITTEN PERMISSIONS FOR ACCESS TO ANY ADJACENT PRIVATE PROPERTY OWNERS. A COPY OF ALL AGREEMENTS SHALL BE PROVIDED TO THE TOWN. ACCESS TO ANY ADJACENT PRIVATE PROPERTY SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
5. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE TOWN ENGINEERING STAFF. THE TOWN RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO TOWN STANDARDS AND SPECIFICATIONS. INSPECTIONS AND ONSITE VISITS ARE NOT TO BE CONSIDERED AS A GUARANTEE BY THE TOWN ENGINEERING STAFF OF THE CONTRACTORS CONTRACTUAL OBLIGATION. REQUESTS FOR INSPECTIONS SHALL BE MADE BY THE CONTRACTOR A MINIMUM OF TWENTY-FOUR (24) HOURS IN ADVANCE.
6. CONSTRUCTION WATER IS AVAILABLE TO THE CONTRACTOR AS ESTABLISHED IN THE TOWN STANDARDS AND SPECIFICATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE TOWN REGARDING CURRENT REGULATIONS, FEES AND REQUIRED AGREEMENTS REGARDING THE PROVISION OF CONSTRUCTION WATER.
7. THE CONTRACTOR SHALL COORDINATE HIS ACTIVITIES WITH THE AFFECTED UTILITY COMPANIES AND SHALL NOTIFY THE UTILITY NOTIFICATION CENTER, PHONE NUMBER 811, THREE (3) BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION.
8. UTILITIES IN THE AREA OF CONSTRUCTION MAY BE AFFECTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION AND REPAIR OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION WHETHER SHOWN ON THESE PLANS OR NOT. THE CONTRACTOR SHALL CONTACT ALL RESPECTIVE UTILITIES AND HAVE ALL UTILITIES LOCATED PRIOR TO CONSTRUCTION. IF ANY UNKNOWN SUBSURFACE STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, IT SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE TOWN ENGINEERING STAFF AND DESIGN ENGINEER PRIOR TO PROCEEDING.
9. THE CONTRACTOR SHALL NOTIFY TOWN ENGINEERING STAFF OF ANY PROBLEM IMPACTING WATER FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN VARIANCE FROM THE APPROVED PLANS AND SPECIFICATIONS, ANY VARIANCE FROM THE APPROVED DOCUMENTS SHALL BE AT THE SOLE DISCRETION OF THE TOWN ENGINEERING STAFF.
10. CONTRACTOR SHALL OBTAIN, AT HIS OWN EXPENSE, ALL APPLICABLE SPECIFICATIONS AND PERMITS NECESSARY TO PERFORM THE PROJECT WORK.
11. AS-BUILT DRAWINGS AS REQUIRES, ARE TO BE SUBMITTED BY THE OWNER/DEVELOPER PRIOR TO INITIAL ACCEPTANCE OF THE CONSTRUCTION.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ANY EXISTING SIGNS, STRUCTURES, FENCES, ETC., ENCOUNTERED ON THE JOB AND RESTORING THEM TO THEIR ORIGINAL CONDITION.
13. THE CONTRACTOR IS RESPONSIBLE FOR:
 - A. NOTIFYING THE TOWN UTILITY CUSTOMERS OF POTENTIAL SERVICE OUTAGES, AND COORDINATE WITH THE TOWN FOR DETERMINATION OF MINIMUM TIME REQUIREMENT.
 - B. NOTIFYING THE TOWN ENGINEERING STAFF WORK IS SUSPENDED FOR ANY PERIOD OF TIME AFTER INITIAL START-UP CONTRACTOR SHALL NOTIFY THE TOWN FORTY-EIGHT (48) HOURS PRIOR TO RESUMING.
 - C. IN THE EVENT OF AN AFTER HOURS EMERGENCY, CALL 720-652-4222.
 - D. NOTIFYING THE FREDERICK FIRESTONE FIRE PROTECTION DISTRICT OF ALL STREET CLOSURES AND EXISTING DRIVEWAYS TAKEN OUT OF SERVICE A MINIMUM OF FORTY-EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.
14. PRIOR TO INSTALLATION OF UTILITY MAINS, ROAD CONSTRUCTION MUST HAVE COMPLETED THE OVER LOT GRADING STAGE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY GROUNDWATER ENCOUNTERED DURING THE CONSTRUCTION OF ANY PORTION OF THIS PROJECT. CONSTRUCTION Dewatering Permit must be obtained from the COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (COPHE). GROUNDWATER SHALL BE PUMPED, PIPED, REMOVED AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF EXISTING STREETS OR EROSION OF ADJUTING PROPERTIES IN ORDER TO CONSTRUCT THE IMPROVEMENTS SHOWN HEREON. THE USE OF ANY TYPE OF PUMP OR EXHAUSTER OF LESSER WATER CAPACITY IS NOT PERMITTED. NO CONCRETE SHALL BE PLACED WHERE GROUNDWATER IS VISIBLE OR UNTIL THE GROUNDWATER TABLE HAS BEEN LOWERED BELOW THE PROPOSED IMPROVEMENTS. ANY UNSTABLE AREAS, AS A RESULT OF GROUNDWATER, ENCOUNTERED DURING THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE STABILIZED AS AGREED UPON BY THE CONTRACTOR, THE TOWN, AND THE DESIGN ENGINEER AT THE TIME OF THE OCCURRENCE.
16. IT SHALL BE THE RESPONSIBILITY OF THE DESIGN ENGINEER TO RESOLVE CONSTRUCTION PROBLEMS WITH THE TOWN DUE TO CHANGED CONDITIONS ENCOUNTERED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT THE TOWN OF FRESTONE, IN THE OPINION OF THE TOWN, PROPOSED ALTERATIONS TO THE SIGNED CONSTRUCTION PLANS INVOLVE SIGNIFICANT CHANGES TO THE CHARACTER OF THE WORK, OR TO THE FUTURE CONSIDERABLE PUBLIC OR PRIVATE IMPROVEMENTS, THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR SUBMITTING REVISED PLANS TO THE TOWN FOR REVIEW AND ACCEPTANCE, PRIOR TO ANY FURTHER WORK RELATED TO THAT PORTION OF THE PROJECT.
17. DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE JOB INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND IS NOT LIMITED TO NORMAL WORKING HOURS. THE TOWN OR THE DESIGN ENGINEER EXERCISE NO CONTROLS OVER THE SAFETY OR ADEQUACY OF ANY EQUIPMENT, BUILDING COMPONENTS OR MATERIALS OR OTHER WORK AREAS USED IN THE PROJECT, OR IN THE SUPERINTENDING OF THE SAME. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS FROM ANY AND ALL LIABILITY, REAL AND ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, THE DESIGN ENGINEER OR THE TOWN. THE TOWN ENGINEERING STAFF WILL NOT BE HELD RESPONSIBLE FOR THE SAFETY OF ANY PERSON, IN OR ABOUT THE PROJECT SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY OF ANY REGULATIONS RELATED THERO FOR.
18. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY SO AS TO PREVENT MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
19. REGULAR WORK HOURS ARE SEVEN (7) A.M. UNTIL SEVEN (7) P.M. OR DUSK (WHICHEVER OCCURS FIRST) OF THE SAME DAY, MONDAY THROUGH FRIDAY. THE CONTRACTOR WILL NOT PERMIT OVERTIME WORK OUTSIDE OF REGULAR WORKING HOURS OR THE PERFORMANCE OF WORK ON SATURDAY OR SUNDAY. ANY OTHER WORK AREAS REQUIRING WRITTEN CONSENT FROM THE TOWN ENGINEER, REQUESTS FOR WEEKEND WORK APPROVAL MUST BE SUBMITTED, IN WRITING TO THE TOWN NO LATER THAN WEDNESDAYS AT 3:30PM FOR SUBSEQUENT WEEKEND AND REQUESTS FOR HOLIDAY WORK APPROVAL MUST BE SUBMITTED, IN WRITING TO THE TOWN NO LATER THAN 7:00AM-2 BUSINESS DAYS PRIOR TO THE HOLIDAY. ALL EXPENSES INCURRED BY THE TOWN SHALL BE REIMBURSED AT A RATE TO BE DETERMINED BY DIRECTOR OF FINANCE.
20. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK. THE OWNER/CONTRACTOR IS RESPONSIBLE FOR OBTAINING A STORMWATER DISCHARGE PERMIT FOR CONSTRUCTION ACTIVITIES FOR ANY PROJECT DISTURBING OVER ONE ACRE FROM BOTH THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND THE TOWN.
21. EACH TYPE OF CONSTRUCTION SHALL BE COMPLETED BY A CONTRACTOR THAT HAS DEMONSTRATED ADEQUATE QUALIFICATIONS TO THE TOWN AND IS A LICENSED CONTRACTOR IN THE TOWN.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL DURING CONSTRUCTION. ALL TRAFFIC CONTROLS SHALL CONFORM TO THE TOWN STANDARDS AND SPECIFICATIONS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD) LATEST EDITIONS. A PLAN SHALL BE SUBMITTED TO THE TOWN FOR REVIEW AND ACCEPTANCE PRIOR TO CONSTRUCTION.
23. ALL BACKFILL SHALL CONFORM TO THE TRENCH DETAIL LOCATED IN THE TOWN STANDARDS & SPECIFICATIONS.
24. THE CONTRACTOR SHALL IMMEDIATELY REMOVE ANY CONSTRUCTION DEBRIS OR MUD TRACKED ONTO EXISTING ROADWAYS.
25. THE CONTRACTOR SHALL REPAIR ANY EXCAVATION OR PAVEMENT FAILURES CAUSED BY HIS CONSTRUCTION.
26. THE CONTRACTOR SHALL RENEW OR REPLACE ANY EXISTING TRAFFIC STRIPING AND/OR PAVEMENT MARKINGS, WHICH HAVE BEEN EITHER DAMAGED OR THE EFFECTIVENESS OF WHICH HAS BEEN REDUCED DURING HIS OPERATION. RENAISSANCE OF PAVEMENT STRIPING AND MARKING SHALL BE DONE IN CONFORMANCE WITH THE TOWN STANDARD SPECIFICATIONS.
27. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO TAKE EVERY MEASURE NECESSARY TO COMPLY WITH ANY STATE OR LOCAL DUST CONTROL ORDINANCES.
28. CONSTRUCTION VEHICLES SHALL USE TRUCK ROUTES DESIGNATED BY THE TOWN. OVERSIZE AND/OR OVERWEIGHT VEHICLES REQUIRE AN OVERWEIGHT VEHICLE PERMIT FROM THE TOWN PRIOR TO TRAVELLING ON TOWN STREETS.
29. THE OWNER/DEVELOPER WILL BE HELD RESPONSIBLE FOR THE PROPER FUNCTIONING OF THE IMPROVEMENTS FOR A MINIMUM OF TWO (2) YEARS FROM THE DATE OF INITIAL ACCEPTANCE OF THE IMPROVEMENTS.
 - A. "ANY FAILURE DURING THIS PERIOD OF GUARANTEE SHALL BE REMEDIED BY THE OWNER/CONTRACTOR TO THE SATISFACTION OF THE TOWN AT NO EXPENSE TO THE TOWN."
30. THE SOLS ENGINEER SHALL PERFORM SUFFICIENT INSPECTIONS DURING GRADING AND CONSTRUCTION SO THAT AN OPINION CAN BE RENDERED AND VERIFIED IN WRITING AS TO COMPLIANCE WITH THE PLANS AND CODES WITHIN THE SOLS ENGINEER'S PUPREVIEW.

GENERAL NOTES – GRADING

1. ALL CONSTRUCTION ACTIVITIES THAT DISTURBS ONE OR MORE ACRES OF LAND, AS WELL AS ACTIVITIES THAT DISTURB LESS THAN ONE ACRE OF LAND, BUT IS PART OF A LARGER CHAINWAY PLAN OR DEVELOPMENT PLAN, MUST OBTAIN A STATE REVENUE PERMIT REGARDING STORMWATER DRAINAGE ON CONSTRUCTION SITES. OWNERS OR CONTRACTORS MUST OBTAIN A COLORADO STORMWATER DISCHARGE PERMIT FOR CONSTRUCTION ACTIVITIES FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) AND A STORMWATER QUALITY PERMIT FROM THE TOWN OF FIRESTONE. OWNERS AND OPERATORS SHALL:
 - A. MAINTAIN A COPY OF THE STORM WATER MANAGEMENT PLAN (SWMP) ONSITE AT ALL TIMES, THOUGH A DIGITAL COPY WILL SUFFICE. THE SWMP MUST BE MAINTAINED AND MADE AVAILABLE TO TOWN INSPECTORS UPON REQUEST.
 - B. INSTALL AND MAINTAIN EROSION CONTROL, AND MATERIALS MANAGEMENT CONTROL BMPs AS SPECIFIED IN THE SWMP.
 - C. INSPECT ALL BEST MANAGEMENT PRACTICES (BMPs) AT LEAST EVERY SEVEN (7) DAYS OR EVERY FOURTEEN (14) DAYS AND WITHIN TWENTY FOUR (24) HOURS AFTER ANY PRECIPITATION OR SNOWMELT. THE TOWN OF FIRESTONE WILL CONDUCT INSPECTIONS.
 - D. MAINTAIN INSPECTION AND MAINTENANCE RECORDS OF BMPs ONSITE WITH THE SWMP. COPIES OF THESE REPORTS SHALL BE PROVIDED TO THE TOWN ENGINEERING STAFF. BASED ON INSPECTIONS PERFORMED BY THE PERMIT HOLDER OR BY TOWN PERSONNEL, ADDITIONAL ACTIONS TO BE TAKEN WILL BE REQUIRED. IF THE TOWN ENGINEERING STAFF BMPs DO NOT MEET THE OBJECTIVES OF THE PERMIT, ALL MODIFICATIONS SHALL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE REFERENCED INSPECTION, AND SHALL BE RECORDED ON THE OWNER'S COPY OF THE SWMP.
 - E. THE OPERATOR SHALL MAINTAIN THE SWMP. HOWEVER THERE IS A MINOR CHANGE TO ADDRESS A SPECIFIED CONTROL MEASURE THAT DOES NOT MEET THE REQUIREMENTS OF THE STORMWATER QUALITY PERMIT. SIGNIFICANT CHANGES IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE, WHICH HAS A SIGNIFICANT EFFECT ON THE POTENTIAL FOR DISCHARGE OF POLLUTANTS TO THE RECEIVING WATERS, OR IF THE SWMP PROVES TO BE INEFFECTIVE IN ACHIEVING THE DESIGN OBJECTIVES OF CONTROLLING POLLUTANTS IN STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES, A REVISED SWMP SHALL BE SUBMITTED TO THE TOWN ENGINEERING STAFF.
 - F. INSTALLATION AND MAINTENANCE OF BMPs SHALL BE SUPERVISED BY PERSONNEL CERTIFIED IN EROSION AND SEDIMENT CONTROL.
2. ALL SITE GRADING (EXCAVATION, EMBANKMENT, AND COMPACTION) SHALL CONFORM TO THE RECOMMENDATIONS OF THE LATEST SLOPES INVESTIGATION FOR THIS PROPERTY AND SHALL FURTHER BE IN CONFORMANCE WITH THE TOWN OF FIRESTONE DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS OF PUBLIC IMPROVEMENTS', LATEST EDITION
3. ALL GRADING AND FILLING OPERATIONS SHALL BE OBSERVED, INSPECTED AND TESTED BY A LICENSED SOILS ENGINEER. ALL TEST RESULTS SHALL BE SUBMITTED TO THE TOWN ENGINEERING STAFF.
4. NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHEREVER POSSIBLE. EXPOSURE OF SOIL TO EROSION BY REMOVAL OR DISTURBANCE OF VEGETATION SHALL BE LIMITED TO THE AREA REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATION AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO AVOID ANY DAMAGE TO EXISTING FOLIAGE THAT LIES IN THE PROJECT AREA UNLESS DESIGNATED FOR REMOVAL AND SHALL BE LIABLE FOR SUCH DAMAGE AT HIS/HER EXPENSE.
5. TOPSOIL SHALL BE STOCKPILED TO THE EXTENT PRACTICABLE ON THE SITE FOR USE ON AREAS TO BE RE-VEGETATED. ANY AND ALL STOCKPILES SHALL BE LOCATED AND PROTECTED FROM EROSION ELEMENTS.
6. TEMPORARY VEGETATION SHALL BE INSTALLED ON ALL DISTURBED AREAS WHERE PERMANENT SURFACE IMPROVEMENTS ARE NOT SCHEDULED FOR IMMEDIATE INSTALLATION. SEEDING WILL BE DONE ACROSS THE SLOPE FOLLOWING THE CONTOURS; VEGETATION SHALL CONFORM TO THE TOWN STANDARDS AND SPECIFICATIONS. PROJECT SCHEDULING SHOULD TAKE ADVANTAGE OF SPRING OR FALL PLANTING SEASONS FOR NATURAL GERMINATION. SEEDED AREAS SHALL BE IRRIGATED IN ACCORDANCE WITH THE TOWN STANDARDS AND SPECIFICATIONS.
7. AT ALL TIMES, A WATER TRUCK SHALL BE ON-SITE AND THE PROPERTY SHALL BE MAINTAINED AND/OR WATERED TO PREVENT WIND-CAUSED EROSION. EARTHWORK OPERATIONS SHALL BE DISCONTINUED WHEN FUGITIVE DUST SIGNIFICANTLY IMPACTS ADJACENT PROPERTY. IF EARTHWORK IS COMPLETE OR DISCONTINUED AND DUST FROM THE SITE CONTINUES TO CREATE PROBLEMS, THE OWNER/DEVELOPER SHALL IMMEDIATELY INSTITUTE MITIGATION MEASURES AND SHALL CORRECT DAMAGE TO ADJACENT PROPERTY. FILL SLOPES SHALL BE COMPACTED BY MEANS OF SHEEPSOOT COMPACTOR OR OTHER STABLE EQUIPMENT. COMPACTING SHALL CONTINUE UNTIL SLOPES ARE STABLE AND THERE IS NOT AN APPRECIABLE AMOUNT OF LOOSE SOIL ON THE SLOPES.
9. TEMPORARY CUT/FILL SLOPES SHALL ABIDE BY THE SOLS REPORT. PERMANENT SLOPES SHALL BE AS SHOWN ON PLANS.
10. DEPTH OF MOISTURE-DENSITY CONTROL SHALL BE FULL DEPTH ON ALL EMBANKMENT AND SIX (6) INCHES ON THE BASE OF CUTS AND FILLS.
11. ALL CUT SLOES OF ALL EARTHWORK SHALL BE GRADED TO DRAIN AND SHALL HAVE SUFFICIENT EROSION PROTECTION.
12. THE PERMITTEE OR HIS AGENT SHALL NOTIFY THE SITE GEOTECHNICAL ENGINEER WHEN THE GRADING OPERATION IS READY FOR EACH OF THE FOLLOWING INSPECTIONS:
 - A. INITIAL INSPECTION OF THE PERMITTEE TO BEGIN WORK, BUT NOT LESS THAN TWO (2) DAYS BEFORE ANY GRADING OR GRUBBING IS STARTED.
 - B. AFTER THE NATURAL GROUND OR BEDROCK IS EXPOSED AND PREPARED TO RECEIVE FILL, BEFORE FILLING SHALL BE PLACED.
 - C. EXCAVATION INSPECTION. WHEN THE EXCAVATION IS STARTED BUT BEFORE THE VERTICAL DEPTH OF THE EXCAVATION EXCEEDS TEN (10) FEET.
 - D. FILL INSPECTION AFTER THE FILL PLACEMENT IS STARTED, BUT BEFORE THE FILL EXCEEDS TEN (10) FEET.
13. TEMPORARY CUT/FILL SLOPES SHALL NOT BE STEEPER THAN 2:1 (2H:1V). PERMANENT SLOPES SHALL NOT BE STEEPER THAN 4:1 (4H:1V) IN AREAS TO BE SEEDD OR SODDED.

GENERAL NOTES - ROADWAY

1. ALL STATIONING IS BASED ON CENTERLINE OF ROADWAYS UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL PREPARE THE SUBGRADE BY SCARPING THE UPPER ONE (1) FOOT OF THE SUBGRADE IN CUT AREAS OR AREAS WITH LITTLE OR NO FILL, UNLESS SPECIFIED IN THE SOILS REPORT. THE WORK SHALL CONFORM TO THE COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
3. PAVEMENT SHALL NOT BE CONSTRUCTED UNTIL ALL UNDERGROUND UTILITIES HAVE BEEN INSTALLED, TESTED AND ACCEPTED BY THE TOWN OF FORTSTONE ENGINEERING STAFF. IT SHALL BE THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO SUPERVISE AND CERTIFY THAT PROPER COMPACTATION HAS BEEN OBTAINED BY SUBCONTRACTORS AND AGENCIES CONCERNING UTILITY LINE BACKFILL INCLUDING, BUT NOT LIMITED TO, SEWER, WATER, ELECTRICAL, GAS AND LANDSCAPE IRRIGATION LINES AND ACCEPTED BY THE TOWN ENGINEERING STAFF AND THE SOILS ENGINEER.
5. STREET PAVING SHALL NOT START UNTIL:
 - a. A SOILS REPORT AND PAVEMENT DESIGN IS ACCEPTED BY THE TOWN ENGINEERING STAFF.
 - b. ALL STREETS ARE COMPACTED IN ACCORDANCE WITH THE SOILS REPORT AND THE TOWN SPECIFICATIONS.
 - c. ALL COMPACTION TEST REPORTS HAVE BEEN SUBMITTED TO THE TOWN ENGINEERING STAFF PRIOR TO POOR FILLS.
 - d. PROFILES ARE PERFORMED USING A LOADED SINGLE AXLE 2000 GALLON WATER TRUCK AND MONITORED BY TOWN ENGINEERING STAFF.
6. THE OWNER/CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL UTILITY MANHOLE COVERS AND ACCESS LIDS TO GRADE.
7. ALL CONCRETE SHALL BE A MINIMUM OF CLASS B, IN CONFORMANCE WITH CDOT STANDARDS.
8. ALL CONCRETE EDGES MUST BE ROUNDED TO A FOURTH (1/4) INCH RADIUS, EXCEPT WHERE SHOWN OTHERWISE ON DRAWINGS.
9. ONE HALF (1/2) INCH EXPANSION JOINTS SHALL BE INSTALLED AT ALL CURB RETURNS, CURB OUTS AND EXISTING STRUCTURES. CONTROL JOINTS SHALL BE INSTALLED PER THE STANDARD SPECIFICATIONS.
10. BEFORE PLACING OF ASPHALT THE SUBGRADE SHALL RECEIVE A GROUND STERILANT APPLIED AT A RATE IN ACCORDANCE TO MANUFACTURERS RECOMMENDATIONS.
11. THE GRADATION OF THE MINERAL AGGREGATE WILL BE GRADING 5X (1/2 NOMINAL) FOR ALL TOP LIFTS AND OVERLAYS.
12. TACK COAT SHALL BE USED PRIOR TO OVERLAY. (CSS-H, 50:50 DILUTION, 0.10 GAL/SY. ALL EDGES ADJUTING NEW PAVEMENT SHALL BE TACKED).
13. WHEN IT IS REQUIRED TO MATCH EXISTING PAVEMENT, EXISTING PAVEMENT SHALL BE SAW CUT IN A MANNER TO APPROX A SMOOTH, VERTICAL STRAIGHT OUT EDGE. A PATCH MILLING MUST BE DONE OVER STANDARD DETAILS.
14. ALL SAWCUT EDGES OF EXISTING PAVEMENT SHALL BE CLEAN AND COATED WITH TACK COAT PRIOR TO PLACING NEW PAVEMENT ADJACENT TO THE EXISTING PAVEMENT.
15. ALL ASPHALT SHALL BE ONE FOURTH (1/4) INCH ABOVE CONCRETE EDGES, MANHOLE COVERS AND ACCESS LIDS.
16. SIGNAGE AND STRIPPING SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE COLORADO DEPARTMENT OF TRANSPORTATION MA STANDARDS, AND THE TOWN STANDARDS.
17. THE PURCHASE AND INSTALLATION OF STREET NAME SIGNS SHALL BE THE RESPONSIBILITY OF THE OWNER/CONTRACTOR. THE OWNER/CONTRACTOR SHALL SECURE THE APPROVAL OF THE TOWN ENGINEERING STAFF FOR TYPE AND LOCATION OF THE STREET NAME SIGNS PRIOR TO INSTALLATION.
18. ALL NEW ROADWAY SECTIONS SHALL HAVE SUBGRADE PREPARATION AND INITIAL ASPHALT PAVEMENT PLACED WITH A 1% CROWN. PAVEMENT OVERLAY IS TO BE PLACED WITH A 2% CROWN. SEE DETAIL S17 IN THE STANDARD DETAILS--STREET FOR MORE INFORMATION.
1. DISTRICT SHALL REFER TO THE ST. VRAN SANITATION DISTRICT IN THESE NOTES.
2. DISTRICT'S ACCEPTANCE OF THESE PLANS IS VALID FOR ONE YEAR.
3. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE DISTRICT STANDARDS.
4. CONTRACTOR TO VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO COMMENCING ANY CONSTRUCTION.
5. THE CONTRACTOR SHALL NOTIFY THE DISTRICT A MINIMUM OF 48 HOURS AND A MAXIMUM OF 96 HOURS PRIOR TO STARTING CONSTRUCTION OR PRIOR TO RESUMING CONSTRUCTION AFTER A BREAK.
6. SANITARY SEWER SHALL BE POLYVINYL CHLORIDE (PVC) PIPE, ASTM D3034-SDR35 OR AS INDICATED ON THE PLANS.
7. ALL CONCRETE SHALL BE MINIMUM 4000 PSI AT 28 DAY STRENGTH.
8. MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION OUTSIDE DIAMETER TO OUTSIDE DIAMETER BETWEEN WATER LINES AND ALL SEWER LINES AND MANHOLES.
9. ALL SEWER MAINS CROSSING WATER MAINS WITH LESS THAN 18 INCHES OF SEPARATION SHALL BE ENCASED IN CONCRETE.
10. RM ELEVATIONS SHOWN ARE APPROXIMATE AND SHOULD NOT BE TAKEN AS FINAL. ALL MANHOLES SHALL BE FINAL ADJUSTED AFTER PAVING SUCH THAT THE RIM IS 1/4" TO 1/2" INCH BELOW FINISHED ASPHALT. MANHOLES IN UNPAVED AREAS SHALL E SET SO THAT THE RIM IS 0.5' ABOVE FINISHED GRADE.
11. INVERT DATA SHALL BE COLLECTED BY A LICENSED SURVEYOR ON EACH PIPE INVERT IN A MANHOLE. CENTER OF MANHOLE SURVEYING IS NOT ACCEPTABLE FOR SLOPE CALCULATIONS. RECORD DRAWINGS (ASBUILTS) MUST DEMONSTRATE CONFORMANCE TO DISTRICT STANDARDS.
12. THE CONTRACTOR SHALL HAVE A SET OF APPROVED PLANS ON SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING ACTUAL RECORD DRAWING DIMENSIONS AND DISTANCES AS SERVICE LOCATIONS ON THESE PLANS AND SUBMITTING THEM TO THE ENGINEER FOR PREPARATION OF RECORD DRAWINGS. THESE DRAWINGS SHALL BE KEPT CURRENT AT ALL TIMES.
13. BEFORE ANY CONSTRUCTION COMMENCES, A PLUG SHALL BE INSTALLED TO PREVENT DRAINAGE THROUGH THE NEW ENER LINE FORM ENTERING THE EXISTING SEWER LINE. THIS PLUG WILL BE INSTALLED IN THE MANHOLE WHICH CONNECTS NEW WORK WITH THE EXISTING AND NOT BE REMOVED UNTIL INITIAL ACCEPTANCE.
14. UNDERDRAINS, IF INSTALLED, ARE THE RESPONSIBILITY OF THE DEVELOPER. DISTRICT ASSUMES NO LIABILITY FOR ANY PORTION OF OR ANY DAMAGE CAUSED BY UNDERDRAINS. EXCEPTED NO PART OF ANY UNDERDRAN SYSTEM, INCLUDING CLEAN OUTS, WILL BE ALLOWED INSIDE OF SANITARY SEWER MANHOLES. ALL UNDERDRAINS SHALL BE INSTALLED BELOW THE SANITARY SEWER AND OFFSET TO THE SIDE. PIPE MATERIAL SHALL BE DIFFERENT COLOR THAN SANITARY SEWER.
15. NO SERVICE LATERALS SMALLER THAN 8 INCH IN DIAMETER SHALL ENTER MANHOLES.
16. SERVICE CROSSINGS OF CURB SHALL BE MARKED WITH AT "S" IN CURB FACE. PAINT IS NOT REQUIRED.

TOWN OF FIRESTONE STORM SEWER GENERAL NOTES

- | | | | |
|----|---|-----|--|
| 1. | EXCEPT WHERE NOTED, ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE, CLASS III AND SHALL CONFORM TO REQUIREMENTS OF ASTM C76. ALL RCP SHALL HAVE RUBBER GASKETS, JOINTS AND SHALL CONFORM TO REQUIREMENTS OF ASTM C443, AND SHALL PROVIDE WATERTIGHT PERFORMANCE CHARACTERISTICS. | 18. | ALL PIPES SHALL HAVE SQUEEGE (CDOOT #9 BEDDING) UNLESS OTHERWISE SHOWN OR THE DISTRICT MAY APPROVE ALTERNATE BEDDING IN SPECIAL CASES. |
| 2. | TONGUE AND GROOVE JOINTS SHALL NOT BE ALLOWED. | 19. | CUT OFF WALLS WILL BE INSTALLED 10' DOWN STREAM OF EACH MANHOLE WHERE THE SUBDIVISION LINE CONNECTS TO THE EXISTING SANITARY SEWER MAIN LINE. |
| 3. | THE MINIMUM COVERAGE FOR ALL STORM DRAINAGE PIPES SHALL BE 1.5 FEET FOR CLASS III PIPE AND 1 FOOT FOR CLASS IV PIPE. | 20. | THE WARRANTY BOND SHALL BE IN THE AMOUNT OF \$5,000.00 OF 15% OF THE TOTAL COST OF THE SEWER, WHICHEVER IS GREATER. |
| 4. | BEDDING MATERIAL SHALL CONFORM TO TOWN OF FIRESTONE STANDARDS AND SPECIFICATIONS. | 21. | PRIOR TO APPROVAL, ALL SANITARY SEWER PIPES SHALL BE PRESSURE-TESTED PER ASTM C924. ALL MANHOLES SHALL BE VACUUM-TESTED PER UNI-B-98. |
| 5. | ALL MANHOLES SHALL BE CONCRETE AND CONFORM TO CDOOT STANDARD M-604--20. | 22. | PRIOR TO REMOVAL OF PLUGS AT MANHOLES, PIPE SHALL BE JET-CLEANED AND VACUUMED TO REMOVE DEBRIS AND VIDEOED. NOTICE SHALL BE GIVEN TO THE DISTRICT INSPECTOR ONE (1) WEEK PRIOR TO CLEANING, INSPECTION, PLUGS MAY ONLY REMOVED AFTER INITIAL |
| 6. | THE MINIMUM MANHOLE DIAMETER SHALL AS BE SPECIFIED BELOW: | | |

<u>PIPE DIAMETER</u>	<u>MANHOLE SIZE</u>
15" TO 18"	4' DIAMETER
21" TO 42"	5' DIAMETER
48" TO 54"	6' DIAMETER
60" AND LARGER	BOX BASE MANHOLE

6. ALL STREET INLETS SHALL BE CURB OPENING TYPE R CONFORMING TO CDOT STANDARD M-604-12, EXCEPT WHERE OTHERWISE NOTED.
 7. ALL INLET ACCESS COVERS SHALL HAVE THE WORDS "NO DUMPING - DRAINS TO RIVERS" AND "STORM SEWER" CAST INTO THE COVER PER TOWN STANDARD DETAIL.
 9. ALL END SECTIONS SHALL CONFORM TO CDOT STANDARD M-603-10
 10. WHERE RIPRAP OR GROUDED BOULDERS ARE CALLED FOR ON THE PLANS FOR EROSION CONTROL, IT SHALL CONFORM TO THE URBAN STORM DRAINAGE CRITERIA MANUAL SPECIFICATIONS (LATEST REVISION).

ST. VRAIN SANITATION DISTRICT GENERAL CONSTRUCTION NOTES:

1. DISTRICT SHALL REFER TO THE ST. VRAIN SANITARIAN DISTRICT IN THESE NOTES.
2. DISTRICT'S ACCEPTANCE OF THESE PLANS IS VALID FOR ONE YEAR.
3. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE DISTRICT STANDARDS.
4. CONTRACTOR TO VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO COMMENCING ANY CONSTRUCTION.
5. THE CONTRACTOR SHALL NOTIFY THE DISTRICT A MINIMUM OF 48 HOURS AND A MAXIMUM OF 96 HOURS PRIOR TO STARTING CONSTRUCTION OR PRIOR TO RESUMING CONSTRUCTION AFTER A BREAK.
6. SANITARY SEWER SHALL BE POLYVINYL CHLORIDE (PVC) PIPE, ASTM D3034-SDR35 OR AS INDICATED ON THE PLANS.
7. ALL CONCRETE SHALL BE MINIMUM 4000 PSI AT 28 DAY STRENGTH.
8. MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION OUTSIDE DIAMETER TO OUTSIDE DIAMETER BETWEEN WATER LINES AND ALL SEWER LINES AND MANHOLES.
9. ALL SEWER MAINS CROSSING WATER MAINS WITH LESS THAN 18 INCHES OF SEPARATION SHALL BE ENCASED IN CONCRETE.
10. RIM ELEVATIONS SHOWN ARE APPROXIMATE AND SHOULD NOT BE TAKEN AS FINAL. ALL RIM HIGHS SHALL BE FINAL ADJUSTED AFTER PAVING SUCH THAT THE RISE IS 1/4 TO 1/2 INCH BELOW FINISHED ASPHALT. MANHOLES IN UNPAVED AREAS SHALL BE SET SO THAT THE RIM IS 0.5' ABOVE FINISHED GRADE.
11. INVERT DATA SHALL BE COLLECTED BY A LICENSED SURVEYOR ON EACH PIPE INVERT IN A MANHOLE. CENTER OF MANHOLE SURVEYING IS NOT ACCEPTABLE FOR SLOPE CALCULATIONS. RECORD DRAWINGS (ASBUILTS) MUST DEMONSTRATE CONFORMANCE TO DISTRICT STANDARDS.
12. THE CONTRACTOR SHALL HAVE A SET OF APPROVED PLANS ON SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING ACTUAL RECORD DRAWING DIMENSIONS AND DISTANCES AS SERVICE LOCATIONS ON THESE PLANS AND SUBMITTING THEM TO THE ENGINEER FOR PREPARATION OF RECORD DRAWINGS. THESE DRAWINGS SHALL BE KEPT CURRENT AT ALL TIMES.
13. BEFORE ANY CONSTRUCTION COMMENCES, A PLUG SHALL BE INSTALLED TO PREVENT DRAINAGE THROUGH THE NEW EWER LINE FORM ENTERING THE EXISTING SEWER LINE. THIS PLUG WILL BE INSTALLED IN THE MANHOLE, WHICH CONNECTS NEW WORK WITH THE EXISTING AND NOT BE REMOVED UNTIL INITIAL ACCEPTANCE.
14. UNDERDRAINS, IF INSTALLED, ARE THE RESPONSIBILITY OF THE DEVELOPER. UNDERDRAINS ASSUMES NO LIABILITY FOR ANY PORTION OF OR ANY DAMAGE CAUSED BY UNDERDRAINS. ABSOLUTELY NO PART OF AN UNDERDRAIN MAIN, INCLUDING CLEAN OUTS, WILL BE ALLOWED INSIDE OF SANITARY SEWER MANHOLES. ALL UNDERDRAINS SHALL BE INSTALLED BELOW THE SANITARY SEWER AND OFFSET TO THE SIDE. PIPE MATERIAL SHALL BE DIFFERENT COLOR THAN SANITARY SEWER.
15. NO SERVICE LATERALS SMALLER THAN 8 INCH IN DIAMETER SHALL ENTER MANHOLES.
16. SERVICE CROSSINGS OF CURB SHALL BE MARKED WITH AT "S" IN CURB FACE. PAINT IS NOT ACCEPTABLE. SERVICE SHALL BE EXTENDED INTO THE LOT A MINIMUM OF 10' FEET.
17. CONTRACTOR SHALL MARK THE END OF ALL SEWER SERVICES WITH A 2" x 4" BOARD WITH MINIMUM OF FOUR (4) FEET ABOVE GRADE, PAINTED GREEN.
18. ALL PIPES SHALL HAVE SQUEEGE (COTD @ BEDDING) UNLESS OTHERWISE SHOWN OR THE DISTRICT MAY APPROVE ALTERNATE BEDDING IN SPECIAL CASES.
19. CUT OFF WALLS WILL BE INSTALLED 1' DOWN STREAM OF EACH MANHOLE WHERE THE SUBDIVISION LINE CONNECTS TO THE EXISTING SANITARY SEWER MAIN LINE.
20. THE WARRANTY BOND SHALL BE IN THE AMOUNT OF \$5,000.00 OF 15% OF THE TOTAL COST OF THE SEWER, WHICHEVER IS GREATER.
21. PRIOR TO APPROVAL, ALL SANITARY SEWER PIPES SHALL BE PRESSURE-TESTED PER ASTM C924. ALL MANHOLES SHALL BE VACUUM-TESTED PER UNI-B-90.
22. PRIOR TO REMOVAL OF PLUGS AT MANHOLES, PIPE SHALL BE JET-CLEANED AND VACUUMED TO REMOVE DEBRIS AND VENDING. NOTICE SHALL BE GIVEN TO THE DISTRICT INSPECTOR ONE (1) WEEK PRIOR TO CLEANING. INSPECTOR, PLUGS MAY ONLY REMOVED AFTER INITIAL ACCEPTANCE BY THE DISTRICT.
23. THE FINAL RECORDED PLAT AND RECORDED ADDRESS PLAT SHALL BE PROVIDED TO THE DISTRICT BEFORE INITIAL ACCEPTANCE.
24. TWENTY (20) MONTHS AFTER CONSTRUCTION AND PRIOR TO THE EXPIRATION OF WARRANTY, THE DEVELOPER SHALL CAMERA/VIDEO THE SANITARY SEWER LINES AND PROVIDE A DVD TO THE DISTRICT FOR REVIEW.
25. AT ALL POINTS OF CONNECTION OF NEW WATER MAINS TO EXISTING MAINS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXCAVATING AND VERIFYING LOCATION OF THE EXISTING LINES PRIOR TO ANY CONSTRUCTION.
26. EXCEPT IN CASE OF AN EMERGENCY, VALVES ON THE TOWN OF FIRESTONE WATER SYSTEM SHALL BE OPERATED BY OR UNDER THE DIRECTION OF THE APPROPRIATE TOWN PERSONNEL. THE CONTRACTOR SHALL GIVE THE TOWN ENGINEERING STAFF 48 HOURS NOTICE TO ARRANGE FOR OPERATING VALVES. BOTH THE CONTRACTOR AND THE APPROPRIATE TOWN PERSONNEL SHALL BE PRESENT WHEN THE VALVES ARE OPERATED.
27. WATER AND SANITARY SEWER LINES SHALL HAVE A MINIMUM HORIZONTAL SEPARATION OF TEN (10) FEET. WHEN A TEN (10) FOOT SEPARATION IS NOT PROVIDED OR WHEN SEWER LINES CROSS WATER LINES WITH LESS THAN ONE AND ONE-HALF (1½) FEET OF VERTICAL SEPARATION, SEWER LINE JOINTS SHALL BE CONCRETE ENCASED. FOR PERPENDICULAR CROSSINGS, ENCASED JOINTS SHALL EXTEND TEN (10) FEET, PERPENDICULAR TO THE WATER LINE IN BOTH DIRECTIONS.
28. ALL WATER LINES SHALL HAVE A MINIMUM OF FOUR AND ONE-HALF (4½) FEET OF COVER AND BE LOCATED A MINIMUM OF TEN (10) FEET FROM THE SANITARY SEWER AND THREE (3) FEET FROM THE EDGE OF CONCRETE CURB AND GUTTER PAN.
29. CHANGES IN DIRECTION OF WATERLINE PIPE SHALL REQUIRE BENDS IN ALL INSTANCES. AXIAL DEFLECTION AT THE JOINTS SHALL NOT BE ALLOWED.
30. WHEN IT IS NECESSARY TO DEPRESS WATER LINES AT UTILITY CROSSINGS, A MINIMUM CLEARANCE OF ONE AND ONE-HALF (1-1/2) FEET SHALL BE MAINTAINED BETWEEN OUTSIDES OF PIPE.
31. DISTANCES FOR WATER LINES ARE THE HORIZONTAL DISTANCE BETWEEN THE CENTERS OF THE FITTINGS. THEREFORE, DISTANCES SHOWN ON THE PLANS ARE APPROXIMATE AND COULD VARY DUE TO VERTICAL ALIGNMENT AND FITTING DIMENSIONS.
32. ALL WATER LINE VALVES SHALL BE SET ADJACENT TO THE TEE, EXCEPT FOR POINTS THAT FALL IN THE FLOW LINE OF A CONCRETE CROSS PAN. IN WHICH CASE, THE VALVE SHALL BE LOCATED SO THAT SURFACE DRAINAGE DOES NOT INFILTRATE THE VALVE BOX. VALVE BOXES SHALL BE SET AT AN ELEVATION IN ACCORDANCE WITH TOWN PAVING REQUIREMENTS.
33. ALL WATER MAINS SHALL BE POLYVINYL CHLORIDE (PVC) PRESSURE PIPE UNLESS SPECIFIED OTHERWISE. NOMINAL PVC PIPE SIZES 8- inch THROUGH 12-INCH SHALL CONFORM TO ALL REQUIREMENTS OF AWWA STANDARD C-900, PRESSURE CLASS 150 (DR18). NOMINAL PVC PIPE SIZES 16-INCH THROUGH 24-INCH SHALL CONFORM TO ALL REQUIREMENTS OF AWWA STANDARD C-905, PRESSURE CLASS 165 (DR25). ALL PVC PIPES SHALL HAVE OUTSIDE DIAMETERS EQUIVALENT TO CAST IRON PIPE.
34. FIRE HYDRANT ASSEMBLY INCLUDES THE FIRE HYDRANT, SIX (6) INCH VALVE, AND SIX (6) INCH PIPE. INSTALLATION SHALL BE IN ACCORDANCE WITH THE TOWN STANDARDS AND SPECIFICATIONS.
35. ALL FITTINGS SHALL BE MADE FROM DUCTILE IRON, FURNISHED WITH MECHANICAL JOINT ENDS OR INTEGRAL RESTRAINED JOINTS, AND SHALL HAVE A PRESSURE RATING OF 350 PSI.
36. POLYETHYLENE WRAPPING SHALL BE INSTALLED AROUND ALL DUCTILE IRON PIPES, FITTINGS, VALVES, FIRE HYDRANT BARRELS AND ROD AND CLAMPS. THE POLYETHYLENE SHALL HAVE A MINIMUM THICKNESS OF EIGHT (8) MILS, IN ACCORDANCE WITH AWWA STANDARD C-105.
37. ALL WATER LINE PIPE SHALL BE PROVIDED WITH A MINIMUM GAGE SIZE OF 12 SINGLE STRAND INSULATED COPPER WIRE. SPLICES IN TRACER WIRE SHALL BE CAPPED IN WATER PROOF GEL CAP TYPE CONNECTORS SUITED FOR DIRECT BURY APPLICATION (3M TYPE DRYG LOW VOLTAGE OR EQUAL). WIRE SHALL BE ATTACHED TO TOP OF WATER LINE WITH 2-INCH WIDE PVC TAPE @ 5-FIT INTERVALS ALONG PIPE. TRACER WIRE SHALL EXTEND TO THE SURFACE AND BE COILED IN A LOCATE BOX AT THE BACKSIDE OF EITHER EACH FIRE HYDRANT OR VALVE. UNDER THE SUPERVISION OF TOWN ENGINEERING STAFF, TEST SHALL BE MADE BY THE CONTRACTOR @ THE COMPLETION OF CONSTRUCTION TO INSURE THAT THE TRACER WIRES CARRY A CONTINUOUS CURRENT BETWEEN ALL ACCESS POINTS.
38. WARNING TAPE SHALL BE INSTALLED 12" MINIMUM AND 18" MAXIMUM ABOVE WATER PIPE.
39. BEDDING MATERIAL SHALL CONFORM TO TOWN STANDARDS AND SPECIFICATIONS.
40. VALVES SHALL OPEN COUNTER CLOCKWISE. VALVES 12-INCH AND SMALLER SHALL BE RESILIENT SEAT GATE VALVES. LARGER VALVES SHALL BE BUTTERFLY VALVES.
41. VALVE BOXES SHALL BE RAISED TO ONE-FOURTH (1/4) INCH BELOW GRADE AFTER COMPLETION OF SURFACE PAVING OR FINAL GRADING. VALVE BOXES IN NON-PAVED AREAS SHALL HAVE A CONCRETE COLLAR AROUND THE VALVE LID CONFORMING WITH THE DETAIL.
42. ALL SERVICE LINE TAPS SHALL HAVE DOUBLE STRAP BRASS TAPPING SADDLES. (ROMAC 202B OR APPROVED EQUAL).
43. ALL RESIDENTIAL WATER TAPS SHALL BE FIVE-DIGITS (5/8) INCH OR AS REQUIRED BY THE CURRENT BUILDING CODE.
44. WATER SERVICE LATERALS SHALL EXTEND FIVE (5) FEET BEYOND RIGHT OF WAY OR UTILITY EASEMENTS, WHICHEVER IS GREATER. THE ENDS SHALL BE MARKED BY A BLUE PAINTED WOOD POST UNTIL CURB AND GUTTER IS IN PLACE. WHEN CURB AND GUTTER IS IN PLACE THE LATERALS SHALL BE MARKED ON THE CONCRETE CURB FACE WITH A "V" OR "W".
45. CONCRETE THRUST BLOCKS AND/OR "MEGA-LUG" MECHANICAL RESTRAINTS ARE REQUIRED AT ALL MECHANICAL FITTINGS. THRUST BLOCKS MAY NOT BE REQUIRED IF PIPE RESTRAINT IS PROVIDED IN ACCORDANCE WITH RESTRAINED PIPE DETAIL.
46. NO WORK SHALL BE BACKFILLED (INCLUDING BEDDING MATERIAL ABOVE THE SPRING LINE OF THE PIPE) UNTIL THE CONSTRUCTION HAS BEEN INSPECTED AND APPROVED FOR BACKFILLING BY TOWN ENGINEERING STAFF.
47. ONLY ONE CONNECTION TO THE EXISTING WATER DISTRIBUTION SYSTEM SHALL BE MADE UNTIL ALL HYDROSTATIC TESTING, CHLORINATION AND FLUSHING HAS BEEN COMPLETED.
48. DISINFECTION AND HYDROSTATIC TESTING SHALL BE DONE IN THE PRESENCE OF A TOWN ENGINEERING STAFF. CONTACT THE TOWN ENGINEERING DIVISION FORTY-EIGHT (48) HOURS PRIOR TO DISINFECTING AND/OR TESTING.
49. 25. DISINFECTION AND FLUSHING SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE COLORADO DEPARTMENT OF HEALTH AND THE PROCEDURE SET FORTH IN AWWA C651, "STANDARD FOR DISINFECTING WATER MAINS". THE CHLORINATION OF THE WATER LINE SHALL BE PERFORMED PRIOR TO THE HYDROSTATIC TESTING. ALL VALVES, FIRE HYDRANTS AND OTHER APPLIANCES SHALL BE OPERATED WHILE PIPELINE IS FILLED WITH THE CHLORINATING AGENT TO INSURE THAT HIGH CHLORINE CONTACT IS MADE WITH ALL INTERNAL SURFACES.
50. 26. TWO TWENTY-FOUR (24) HOUR BACTERIOLOGICAL TESTS, FROM MULTIPLE POINTS TO BE DETERMINED BY THE TOWN ENGINEER, FOR TOTAL COLIFORM BACTERIA SHALL BE PERFORMED BY THE TOWN A MINIMUM OF 24 HOURS APART. IF EITHER OF THESE TESTS FAIL, THE LINE SHALL BE RE-CHLORINATED, RE-FLUSHED AND THEN RETESTED. THE DEVELOPER AND/OR CONTRACTOR SHALL BE RESPONSIBLE FOR REIMBURSING THE TOWN FOR ALL COSTS ASSOCIATED WITH THE WATER QUALITY TESTING.
51. ALL WATER LINES SHALL BE HYDROSTATIC TESTED. PRESSURE AND LEAKAGE TESTS SHALL BE CONDUCTED ACCORDING TO THE APPLICABLE SECTIONS OF AWWA

TOWN OF FIRESTONE GENERAL NOTES – SANITARY SEWER

- TOWN OF FIRESTONE SEWER SERVICE IS UNDER THE JURISDICTION OF THE ST. VINCENT SANITATION DISTRICT (SVSD). ALL SANITARY SEWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH SVSD STANDARDS AND CRITERIA IN ADDITION TO THE TOWN STANDARDS AND SPECIFICATIONS.

 2. MINIMUM VERTICAL SEPARATIONS BETWEEN ALL UTILITY PIPES SHALL BE EIGHTEEN (18) INCHES. IF VERTICAL SEPARATIONS ARE LESS THAN EIGHTEEN (18) INCHES, THE UTILITY PIPES SHALL BE REINFORCED AND PROTECTED AS REQUIRED BY CURRENT TOWN STANDARD SPECIFICATIONS.
 3. WATER AND SANITARY SEWER LINES SHALL HAVE A MINIMUM HORIZONTAL SEPARATION OF TEN (10) FEET. WHEN A TEN (10) FOOT SEPARATION IS NOT PROVIDED OR WHEN SEWER LINES CROSS WATER LINES WITH LESS THAN ONE AND ONE-HALF (1 1/2) FEET OF VERTICAL SEPARATION, SEWER LINE JOINTS SHALL BE CONCRETE ENCASED. FOR PERPENDICULAR CROSSINGS, ENCASED JOINTS SHALL EXTEND TEN (10) FEET, PERPENDICULAR TO THE WATER LINE IN BOTH DIRECTIONS.
 4. ALL SANITARY SEWER SERVICES AND WATER SERVICES ARE TO BE TEN (10) FEET APART.
 5. SERVICE LATERALS SHALL EXTEND FIVE (5) FEET BEYOND RIGHTS OF WAY OR UTILITY EASEMENT, WHICHEVER IS GREATER. THE ENDS SHALL BE MARKED BY A GREEN PAINTED WOOD POST UNTIL CURB AND GUTTER IS IN PLACE. WHEN CURB AND GUTTER IS IN PLACE, THE LATERALS SHALL BE MARKED ON THE CONCRETE CURB FACE WITH AN "S" OR "W". BEDDING MATERIAL SHALL CONFORM TO SVSD AND TOWN STANDARDS AND SPECIFICATIONS.
 6. WARNING TAPE SHALL BE INSTALLED 12" MINIMUM AND 18" MAXIMUM ABOVE SEWER PIPE. PRECAST CONCRETE MANHOLE SECTIONS SHALL BE IN ACCORDANCE WITH ASTM C-478. CAST IRON RING AND COVER SHALL CONFORM TO ASTM A-48.
 9. MANHOLES SHALL BE A MINIMUM FOUR (4) FOOT DIAMETER AND CONSTRUCTED PER THE STANDARDS AND SPECIFICATIONS.
 10. MANHOLE RIMS SHALL BE SET AT AN ELEVATION RELATIVE TO THE PAVEMENT, IN ACCORDANCE WITH THE TOWN STANDARDS. WHETHER THE MANHOLE IS AT PAVED OR UNPAVED GRADE, A MINIMUM OF (1) AND A MAXIMUM OF FOUR (4) CONCRETE RINGS SHALL BE USED TO ADJUST THE RIM ELEVATION TO FINAL GRADE. THE MAXIMUM ACCEPTABLE VERTICAL ADJUSTMENT UTILIZING CONCRETE RINGS IS EIGHTEEN (18) INCHES.

28. INITIAL ACCEPTANCE OF THE NEW WATER LINES ARE CONTINGENT UPON RECEIVING COPIES OF:

 - A. WATER TRENCH COMPLETION TEST RESULTS
 - B. HYDRO STATIC TESTING OF 100% OF THE SYSTEM
 - C. HEALTH DEPARTMENT TESTS. (CHLORINE AND/OR CLEAR WATER AS REQUIRED)

29. ALL METER PITS AND CURB STOPS SHALL BE PROTECTED AT THE TIME OF INSTALLATION WITH A MINIMUM OF THREE (3) T-POSTS AND ORANGE SAFETY FENCE. THE T-POSTS AND SAFETY FENCE SHALL REMAIN IN PLACE AND IN GOOD CONDITION UNTIL THE LANDSCAPING IS INSTALLED.

30. ALL WATER VAULTS SHALL BE WATER TIGHT. CONTRACTOR SHALL SEAL VAULTS TO ENSURE SURFACE WATER DOES NOT INFILTRATE INTO THE VAULTS. VAULT LIDS SHALL BE PLACED TO ENSURE THAT SURFACE WATER DOES NOT FLOW INTO THE VAULTS.

TOWN OF FIRESTONE WATER NOTES

1. AT ALL POINTS OF CONNECTION OF NEW WATER MAINS TO EXISTING MAINS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXCAVATING AND VERIFYING LOCATION OF THE EXISTING LINES PRIOR TO ANY CONSTRUCTION.
2. EXCEPT IN CASE OF AN EMERGENCY, VALVES ON THE TOWN OF FIRESTONE WATER SYSTEM SHALL BE OPERATED BY OR UNDER THE DIRECTION OF THE APPROPRIATE TOWN PERSONNEL. THE CONTRACTOR SHALL GIVE THE TOWN ENGINEERING STAFF 48 HOURS NOTICE TO ARRANGE FOR OPERATING VALVES. BOTH THE CONTRACTOR AND THE APPROPRIATE TOWN PERSONNEL SHALL BE PRESENT WHEN THE VALVES ARE OPERATED.
3. WATER AND SANITARY SEWER LINES SHALL HAVE A MINIMUM HORIZONTAL SEPARATION OF TEN (10) FEET. WHEN A TEN (10) FOOT SEPARATION IS NOT PROVIDED OR WHEN SEWER LINES CROSS WATER LINES WITH LESS THAN ONE AND ONE-HALF (1½) FEET OF VERTICAL SEPARATION, SEWER LINE JOINTS SHALL BE CONCRETE ENCASED. FOR PERPENDICULAR CROSSINGS, ENCASED JOINTS SHALL EXTEND TEN (10) FEET, PERPENDICULAR TO THE WATER LINE IN BOTH DIRECTIONS.
4. ALL WATER LINES SHALL HAVE A MINIMUM OF FOUR AND ONE-HALF (4½) FEET OF COVER AND BE LOCATED A MINIMUM OF TEN (10) FEET FROM THE SANITARY SEWER AND THREE (3) FEET FROM THE EDGE OF CONCRETE CURB AND GUTTER PAN.
5. CHANGES IN DIRECTION OF WATERLINE PIPE SHALL REQUIRE BENDS IN ALL INSTANCES. AXIAL DEFLECTION AT THE JOINTS SHALL NOT BE ALLOWED.
6. WHEN IT IS NECESSARY TO DEPRESS WATER LINES AT UTILITY CROSSINGS, A MINIMUM CLEARANCE OF ONE AND ONE-HALF (1-1/2) FEET SHALL BE MAINTAINED BETWEEN OUTSIDES OF PIPE.
7. DISTANCES FOR WATER LINES ARE THE HORIZONTAL DISTANCES BETWEEN THE CENTERS OF THE FITTINGS. THEREFORE, DISTANCES SHOWN ON THE PLANS ARE APPROXIMATE AND MAY VARY DUE TO VERTICAL ALIGNMENT AND FITTING DIMENSIONS.
8. ALL WATER LINE VALVES SHALL BE SET ADJACENT TO THE TEE, EXCEPT FOR POINTS THAT FALL IN THE FLOW LINE OF A CONCRETE CROSS PAN. IN WHICH CASE, THE VALVE SHALL BE LOCATED SO THAT SURFACE DRAINAGE DOES NOT INFILTRATE THE VALVE BOX. VALVE BOXES SHALL BE SET AT AN ELEVATION IN ACCORDANCE WITH TOWN PAVING REQUIREMENTS.
9. ALL WATER MAINS SHALL BE POLYVINYL CHLORIDE (PVC) PRESSURE PIPE UNLESS SPECIFIED OTHERWISE. NOMINAL PVC PIPE SIZES 8- INCH THROUGH 24-INCH SHALL CONFORM TO ALL REQUIREMENTS OF AWWA STANDARD C-900, PRESSURE CLASS 150 (DR18). NOMINAL PVC PIPE SHALL EXTEND 16-INCH THROUGH 24-INCH SHALL CONFORM TO ALL REQUIREMENTS OF AWWA STANDARD C-905, PRESSURE CLASS 165 (DR25). ALL PVC PIPES SHALL HAVE OUTSIDE DIAMETERS EQUIVALENT TO CAST IRON PIPE.
10. FIRE HYDRANT ASSEMBLY INCLUDES THE FIRE HYDRANT, SIX (6) INCH VALVE, AND SIX (6) INCH PIPE. INSTALLATION SHALL BE IN ACCORDANCE WITH THE TOWN STANDARDS AND SPECIFICATIONS.
11. ALL FITTINGS SHALL BE MADE FROM DUCTILE IRON, FURNISHED WITH MECHANICAL JOINT ENDS OR INTEGRAL RESTRAINED JOINTS, AND SHALL HAVE A PRESSURE RATING OF 350 PSI.
12. POLYETHYLENE WRAPPING SHALL BE INSTALLED ON ALL DUCTILE IRON PIPES, FITTINGS, VALVES, FIRE HYDRANT BARRELS AND ROD AND CLAMPS. THE POLYETHYLENE PIPE SHALL HAVE A MINIMUM THICKNESS OF EIGHT (8) MILS. IN ACCORDANCE WITH AWWA STANDARD C-105.
13. ALL WATER LINE PIPE SHALL BE PROVIDED WITH A MINIMUM GAUGE OF 12 SINGLE STRAND INSULATED COPPER WIRE. SPLICES IN TRACER WIRE SHALL BE CAPPED IN WATER PROOF GEL CAP TYPE CONNECTORS SUITED FOR DIRECT BURRY APPLICATION (3M TYPE DRYLO LOW VOLTAGE OR EQUAL). WIRE SHALL BE ATTACHED TO TOP OF WATER LINE WITH 2-INCH WIDE PVC TAPE @ 5-FT INTERVALS ALONG PIPE. TRACER WIRE SHALL EXTEND TO THE SURFACE AND BE COILED IN A LOCATE BOX AT THE BACKSIDE OF EITHER EACH FIRE HYDRANT OR VALVE. UNDER THE SUPERVISION OF TOWN ENGINEERING STAFF, TEST SHALL BE MADE BY THE CONTRACTOR @ THE COMPLETION OF CONSTRUCTION TO INSURE THAT THE TRACER WIRES CARRY A CONTINUOUS CURRENT BETWEEN ALL ACCESS POINTS.
14. WARNING TAPE SHALL BE INSTALLED 12" MINIMUM AND 18" MAXIMUM ABOVE WATER PIPE.
15. BEDDING MATERIAL SHALL CONFORM TO TOWN STANDARDS AND SPECIFICATIONS.
16. VALVES SHALL OPEN COUNTER CLOCKWISE. VALVES 12-INCH AND SMALLER SHALL BE RESILIENT SEAT GATE VALVES. LARGER VALVES SHALL BE BUTTERFLY VALVES.
17. VALVE BOXES SHALL BE RAISED TO ONE-FOURTH (1/4) INCH BELOW GRADE AFTER COMPLETION OF SURFACE PAVING OR FINAL GRADING. VALVE BOXES IN NON-PAVED AREAS SHALL HAVE A CONCRETE COLLAR AROUND THE VALVE LID IN ACCORDANCE WITH THE DETAIL.
18. SERVICE LINE TAPS SHALL HAVE DOUBLE STRAP BRASS TAPPING SADDLES. (ROMAC 202B OR APPROVED EQUAL).
19. ALL RESIDENTIAL WATER TAPS SHALL BE FIVE-EIGHTS (5/8) INCH AS REQUIRED BY THE CURRENT BUILDING CODE.
20. ALL WATER SERVICE LATERALS SHALL EXTEND FIVE (5) FEET BEYOND RIGHT OF WAY OR UTILITY EASEMENTS, WHICHEVER IS GREATER. THE ENDS SHALL BE MARKED BY A BLUE PAINTED WOOD POST UNTIL CURB AND GUTTER IS IN PLACE. WHEN CURB AND GUTTER IS IN PLACE THE LATERALS SHALL BE MARKED ON THE CONCRETE CURB FACE WITH A "12" OR "18".
21. CONCRETE THRUST BLOCKS AND/OR "MEGA-LOK" MECHANICAL RESTRAINTS ARE REQUIRED AT ALL MECHANICAL FITTINGS. THRUST BLOCKS MAY NOT BE REQUIRED IF PIPE RESTRAINT IS PROVIDED IN ACCORDANCE WITH RESTRAINED PIPE DETAIL.
22. NO WORK SHALL BE BACKFILLED (INCLUDING BEDDING MATERIAL ABOVE THE SPRING LINE OF THE PIPE) UNTIL THE CONSTRUCTION HAS BEEN INSPECTED AND APPROVED FOR BACKFILLING BY TOWN ENGINEERING STAFF.
23. ONLY ONE CONNECTION TO THE EXISTING WATER DISTRIBUTION SYSTEM SHALL BE MADE UNTIL ALL HYDROSTATIC TESTING, CHLORINATION AND FLUSHING HAS BEEN COMPLETED.
24. DISINFECTING AND HYDROSTATIC TESTING SHALL BE DONE IN THE PRESENCE OF A TOWN ENGINEERING STAFF. CONTACT THE TOWN ENGINEERING DIVISION FORTY-EIGHT (48) HOURS PRIOR TO DISINFECTING AND/OR TESTING.
25. DISINFECTING AND FLUSHING SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE COLORADO DEPARTMENT OF HEALTH AND THE PROCEDURE SET FORTH IN AWWA C651, "STANDARD FOR DISINFECTING WATER MAINS". THE CHLORINATION OF THE WATER LINE SHALL BE PERFORMED PRIOR TO THE HYDROSTATIC TESTING. ALL VALVES, FIRE HYDRANTS AND OTHER APPURTEANCES SHALL BE OPERATED WHILE PIPELINE IS FILLED WITH THE CHLORINATING AGENT TO INSURE THAT HIGH CHLORINE CONTACT IS MADE WITH ALL INTERNAL SURFACES.
26. TWO TWENTY-FOUR (24) HOUR BACTERIOLOGICAL TESTS, FROM MULTIPLE POINTS TO BE DETERMINED BY THE TOWN ENGINEER, FOR TOTAL COLI-FORM BACTERIA SHALL BE PERFORMED BY THE TOWN A MINIMUM OF 24 HOURS APART. IF EITHER OF THESE TESTS FAIL, THE LINE SHALL BE RE-CHLORINATED, RE-FLUSHED AND THEN RETESTED. THE DEVELOPER AND/OR CONTRACTOR SHALL BE RESPONSIBLE FOR REIMBURSING THE TOWN FOR ALL COSTS ASSOCIATED WITH THE WATER QUALITY TESTING.
27. ALL WATER LINES SHALL BE HYDROSTATIC TESTED. PRESSURE AND LEAKAGE TESTS SHALL BE CONDUCTED ACCORDING TO THE APPLICABLE SECTIONS OF AWWA C600/605 TO A MINIMUM PRESSURE OF ONE HUNDRED AND FIFTY (150) POUNDS PER SQUARE (PSI) INCH AT THE LOW POINT OF THE SECTION BEING TESTED FOR THE DURATION OF TWO (2) HOURS. THE MAXIMUM LENGTH OF LINE TO BE TESTED SHALL BE ONE THOUSAND (1,000) FEET. ALL JOINTS IN CONNECTIONS ARE TO BE WATER TIGHT WITHIN TOLERANCES ALLOWED BY THE SPECIFICATIONS IN AWWA C600/605. ANY LEAKAGE THAT IS DISCOVERED BY OBSERVATION OR TESTS SHALL BE LOCATED AND MADE WATER TIGHT BY THE CONTRACTOR. PRESSURE AND LEAKAGE TESTS SHALL NOT BE CONDUCTED UNTIL THE LINE HAS PASSED ALL REQUIRED DISINFECTING TESTS.
28. INITIAL ACCEPTANCE OF THE NEW WATER LINES ARE CONTINGENT UPON RECEIVING COPIES OF:
 - A. WATER TRENCH COMPACTION TEST RESULTS
 - B. HYDRO STATIC TESTING OF 100% OF THE SYSTEM
 - C. HEALTH DEPARTMENT TESTS. (CHLORINE AND/OR CLEAR WATER AS REQUIRED)
29. ALL METER PITS AND CURB STOPS SHALL BE PROTECTED AT THE TIME OF INSTALLATION WITH A MINIMUM OF THREE (3) T-POSTS AND ORANGE SAFETY FENCE. THE T-POST SAFETY FENCE SHALL REMAIN IN PLACE AND IN GOOD CONDITION UNTIL THE LANDSCAPING IS INSTALLED.
30. ALL WATER VAULTS SHALL BE WATER TIGHT. CONTRACTOR SHALL SEAL VAULTS TO ENSURE SURFACE WATER DOES NOT INFILTRATE INTO THE VAULTS. VAULT LIDS SHALL BE PLACED TO ENSURE THAT SURFACE WATER DOES NOT FLOW INTO THE VAULTS.

Galloway
5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

COPYRIGHT

THESE PLANS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.



CLUB CARWASH
FDP-23-002

STATE HIGHWAY 119 & FAIRVIEW ST
FIRESTONE, CO

[illegible]

GENERAL NOTES

2

SOIL PREPARATION AND PAVEMENT DESIGN SHALL BE PER RECOMMENDATIONS FROM A GEOTECHNICAL REPORT PREPARED FOR THIS SITE AS FOLLOWS: GEOTECHNICAL REPORT CLUB CARWASH - FIRESTONE.

GEOTECHNICAL ENGINEER: SCI ENGINEERING, INC.

PROJECT NO: 05322426 DATE: DECEMBER 16, 2022

THE CONTRACTOR MUST FULLY REVIEW THIS REPORT PRIOR TO CONSTRUCTION. INFORMATION IN THE GEOTECHNICAL REPORT SUPERSEDES ANY CONFLICTING INFORMATION CONTAINED IN THE CONSTRUCTION PLANS AND SPECIFICATIONS. REFER TO GENERAL STRUCTURAL NOTES FOR SPECIFIC SOIL PREPARATION AT SITE STRUCTURES.

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.



Know what's below.
Call before you dig.

2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POTHOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

NOTE: CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTATION. CONTRACTOR SHALL HAVE LICENSED SURVEYOR REPLACE ANY DAMAGED OR DISTURBED MONUMENTATION AT THEIR COST.

SURVEYOR TO OBTAIN AUTOCAD FILE FROM ENGINEER AND VERIFY ALL HORIZONTAL CONTROL DIMENSIONING PRIOR TO CONSTRUCTION STAKING. SURVEYOR MUST VERIFY ALL BENCHMARK, BASIS OF BEARING AND DATUM INFORMATION TO ENSURE IMPROVEMENTS WILL BE AT THE SAME HORIZONTAL AND VERTICAL LOCATIONS SHOWN ON THE DESIGN CONSTRUCTION DRAWINGS. PRIOR TO CONSTRUCTION STAKING ANY DISCREPANCY MUST BE REPORTED TO OWNER AND ENGINEER PRIOR TO CONTINUATION OF ANY FURTHER STAKING OR CONSTRUCTION WORK.

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002

ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. COMMENCING AT THE WEST QUARTER CORNER FOR SAID SECTION 5 AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5 TO HAVE AN ASSUMED BEARING OF S 00°44'33" W, MONUMENTED AT THE NORTH END OF SAID LINE BY A NO. 6 BEARING OF UNKNOWN LENGTH WITH AN ATTACHED 2" ALUMINUM CAP STAMPED "LS 25937, 1994" AND MONUMENTED AT THE SOUTH END OF SAID LINE BY A NO. 6 BEARING OF UNKNOWN LENGTH WITH AN ATTACHED ILLEGIBLE 3-1/4" ALUMINUM CAP, AND WITH ALL OTHER BEARINGS RELATIVE THERETO.

BENCHMARK: NATIONAL GEODETIC SURVEY MONUMENT 181 LOCATED SOUTHWEST CORNER HWY 119 & SANDSTONE DR. +/- 238' SOUTH OF S EDGE OF HWY 199 & +/- 81' WEST OF BACK OF DETACHED WALK WEST OF SANDSTONE DR AT CENTERLINE OF EAST HEADWALL OF DRAINAGE STRUCTURE.

BM#181 NAVD 88, ELEVATION = 4927.01'

1. ALL CURBS AND GUTTER IS CATCH CURB UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS ARE MEASURED FROM THE FLOWLINE UNLESS NOTED OTHERWISE.
3. ALL ON-SITE CURB AND GUTTER SHALL BE 6" VERTICAL WITH 12" GUTTER, UNLESS OTHERWISE NOTED.
4. ALL IMPROVEMENTS SHALL BE PERFORMED IN A SINGLE PHASE OF CONSTRUCTION.
5. THE PROPOSED STORM SYSTEM ON-SITE IS PRIVATELY OWNED AND MAINTAINED.
6. SIGNS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. ALL SIGNS MUST MEET THE FIRESTONE LAND DEVELOPMENT CODE. A SIGN PERMIT MUST BE OBTAINED FROM TOWN OF FIRESTONE PRIOR TO INSTALLATION.
7. THE DEVELOPER IS REQUIRED TO REPLACE ANY BROKEN, CRACKED, SETTLED, RAISED, OR DAMAGED CURB, GUTTER, AND SIDEWALK THAT FRONTS THE SITE (PUBLIC OR PRIVATE) PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

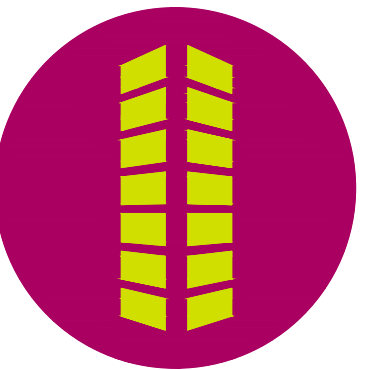
	PROPERTY BOUNDARY LINE
	SECTION LINE
	EXISTING ADJACENT LOT LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SETBACK LINE
	EXISTING TO REMAIN
	PROPOSED CURB AND GUTTER
	EXISTING CURB AND GUTTER
	PROPOSED SIDEWALK
	EXISTING SIDEWALK
	ADA PATH OF TRAVEL
	EXISTING SIGN
	PROPOSED SIGN
	PROPOSED ADA PARKING SYMBOL
	PROPOSED WHEEL STOP
	PARKING COUNT
	PROPOSED SITE LIGHTING
	EXISTING SANITARY SEWER MANHOLE
	EXISTING WATER METER
	EXISTING WATER VALVE
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	VEHICLE STACKING SPACE

- 1 SITE STAIRS TO BE COMPLETED BY PROJECT START BY OTHERS
- 2 EXISTING FIRE HYDRANT TO REMAIN
- 3 RETAINING WALL TO BE INSTALLED BY OTHERS
- 4 10' WIDE TRAIL TO BE INSTALLED BY OTHERS
- 5 CONCRETE CROSS PAN, SEE DETAIL SHEET 4
- 6 PROPOSED WATER RECLAMATION TANKS AND ASSOCIATED PIPING. SEE PLUMBING PLANS FOR DETAILS
- 7 PROPOSED TRANSFORMER. PAINT TO MATCH BUILDING COLOR (SLATE)
- 8 PROPOSED FLUSH CURB
- 9 PROPOSED ADA RAMPS, SEE DETAILS SHEET 4
- 10 PROPOSED LIGHT POLE, SEE DETAIL SHEET 5 FOR FOUNDATION DETAILS
- 11 PROPOSED ADA PARKING, SEE DETAIL SHEET 5
- 12 PROPOSED TRASH ENCLOSURE
- 13 PROPOSED HEAVY DUTY CONCRETE PAVING PER GEOTECHNICAL RECOMMENDATIONS
- 14 PROPOSED ADA ACCESSIBLE PATHWAY TO BUILDING ENTRY
- 15 PROPOSED CURB AND GUTTER PER DETAIL SHEET 4
- 16 PROPOSED 4" THICK CONCRETE SIDEWALK, SEE DETAIL SHEET 5
- 17 PROPOSED OWNER PROVIDED SIGNAGE PAD (TYP)
- 18 PROPOSED ADA PARKING SIGN, SEE DETAILS SHEET 5
- 19 PROVIDE STOP SIGN. SEE DETAIL SHEET 5
- 20 PROPOSED DIRECTIONAL ARROW. SEE DETAIL SHEET 5
- 21 PROPOSED 2' CROSS PAN, SEE DETAIL SHEET 4
- 22 PROPOSED STORM MANHOLE
- 23 PROPOSED FIRE HYDRANT
- 24 PROPOSED 30 FT WIDE ACCESS POINT FOR ADJACENT PROPERTY
- 25 PROPOSED TRENCH DRAIN, ZURN Z866-HD. SEE DETAIL SHEET 6
- 26 PROPOSED LANE SEPARATION STRIPING
- 27 PROPOSED 2' WIDE CROSSWALK STRIPING. MATCH SIDEWALK WIDTH. SEE DETAIL SHEET 5
- 28 CURB AND GUTTER TO BE INSTALLED BY OTHERS
- 29 STORM SEWER MANHOLE BY OTHERS
- 30 SIDEWALK BY OTHERS
- 31 PROPOSED STOP BAR, DETAIL SHEET 5
- 32 PROPOSED SANITARY SEWER MANHOLE

5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

THESE PLANS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.



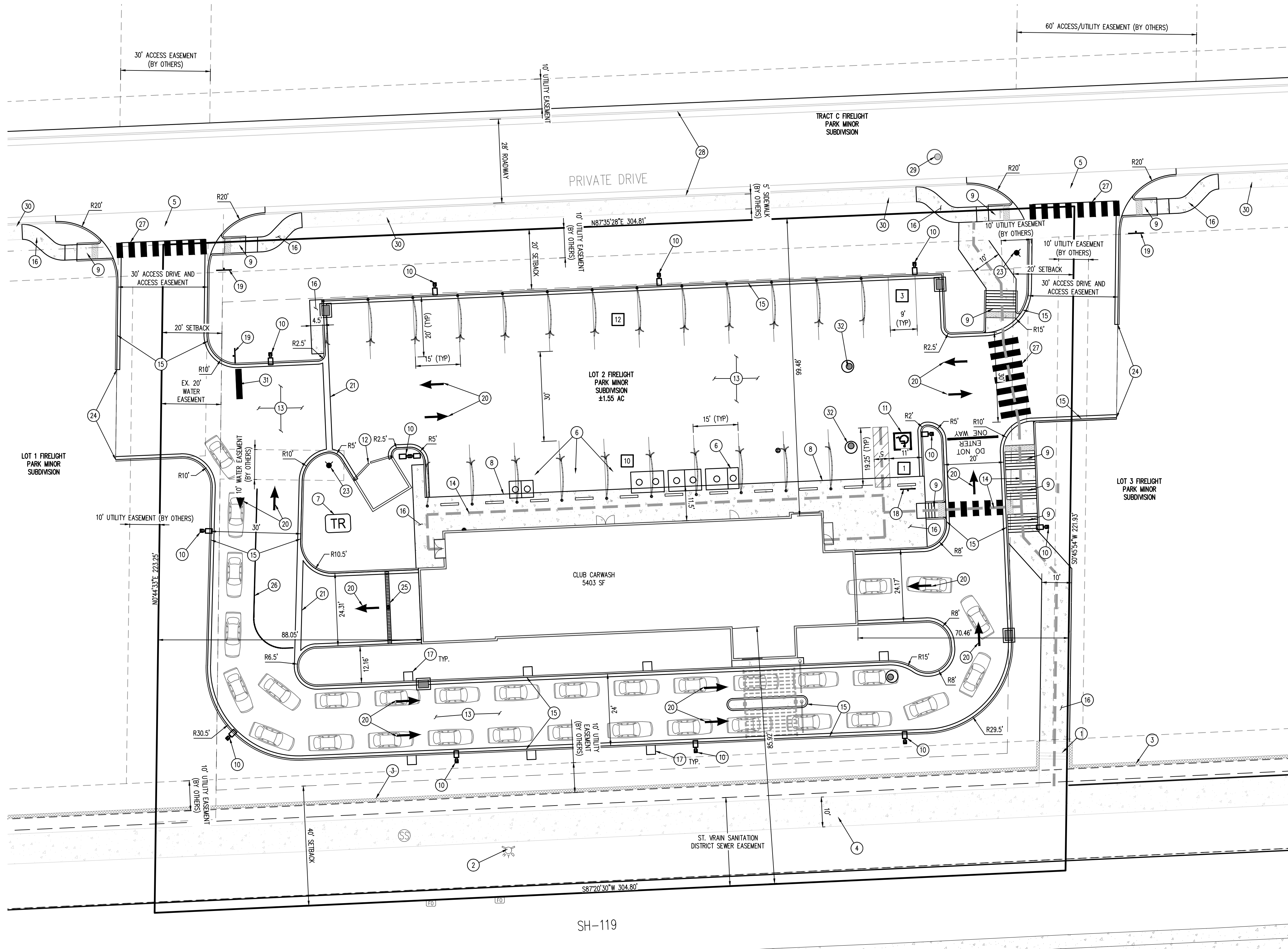
CLUB CARWASH
FDP-23-002

STATE HIGHWAY 119 & FAIRVIEW ST
FIRESTONE, CO

[illegible]

Project No:	CCW000016
Drawn By:	MSJ
Checked By:	JRR
Date:	01/11/2023

3

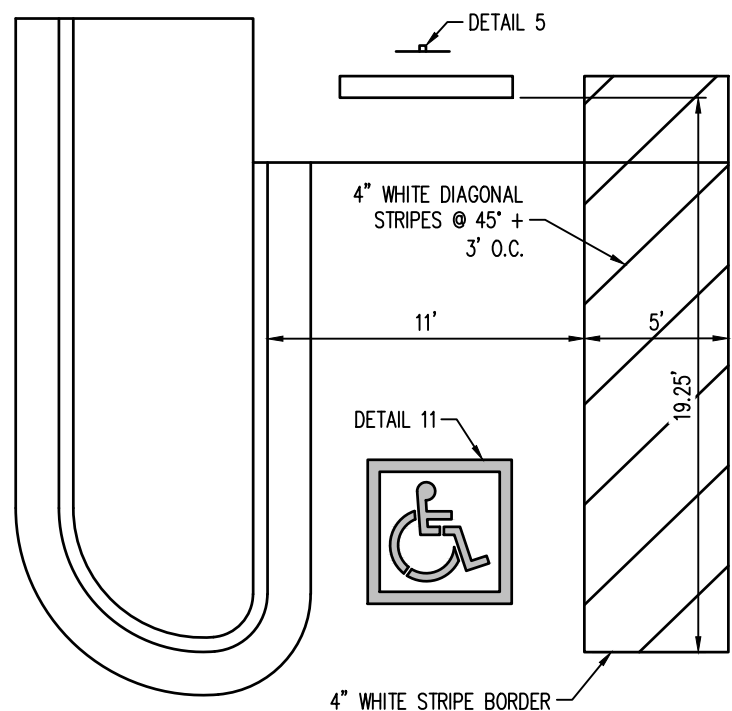


SH-119

CLUB CARWASH - FIRESTONE	
SITE PLAN	
NAME OF APPLICATION:	CLUB CARWASH - FIRESTONE
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	JANUARY 11, 2023
REVISION DATE:	MAY 4, 2023
REVISION DATE:	JUNE 30, 2023
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 3 OF 29	

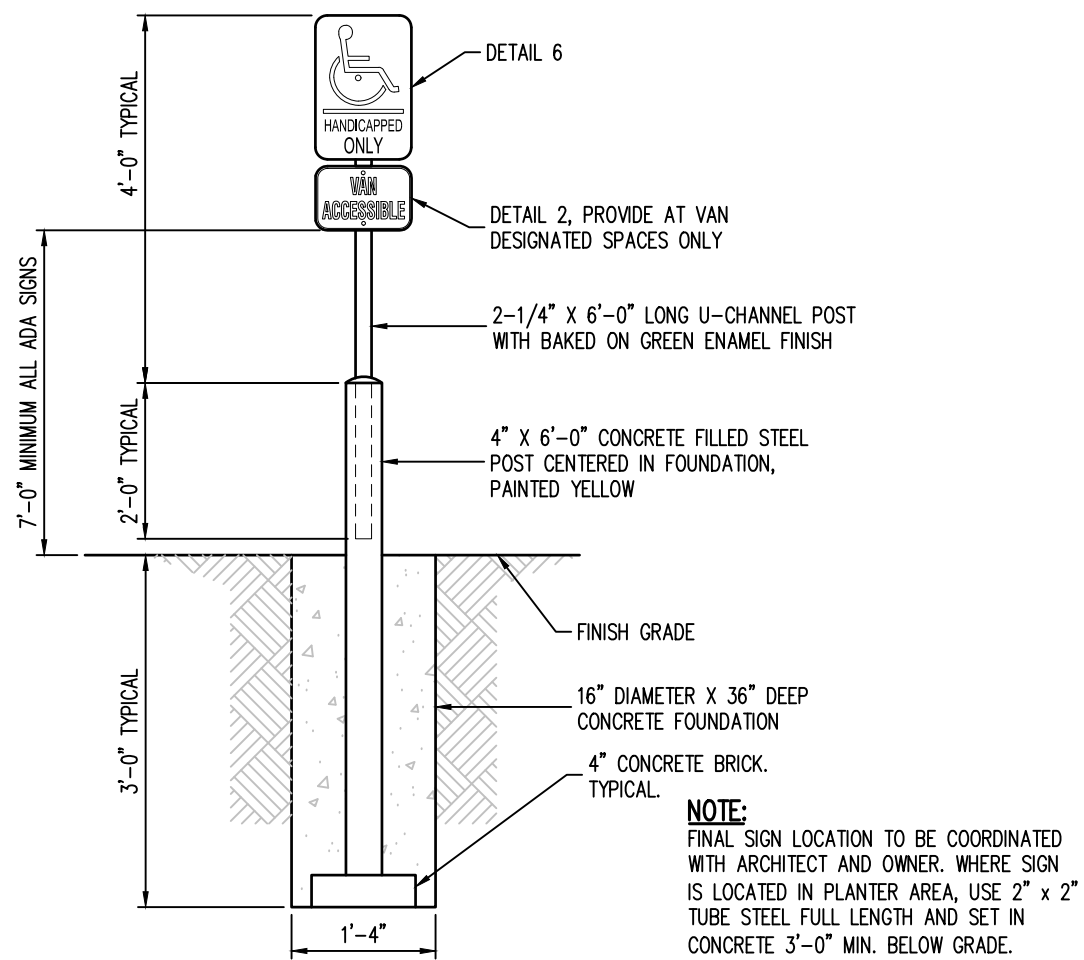
CLUB CARWASH

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002

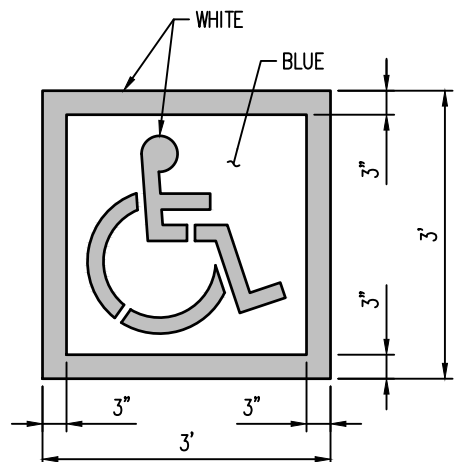


NOTE:
ALL STRIPING SHALL BE SHERWIN WILLIAMS
TRAFFIC MARKING PAINT OR EQUIVALENT.

ADA PARKING DETAIL
NOT TO SCALE

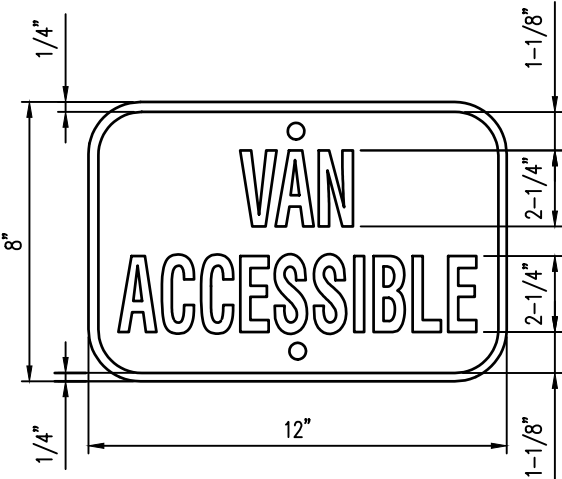


HANDICAP PARKING SIGN POST
NOT TO SCALE



NOTES:
1. PROVIDE TWO COATS OF PAINT
2. BLUE BACKGROUND WITH WHITE SYMBOL

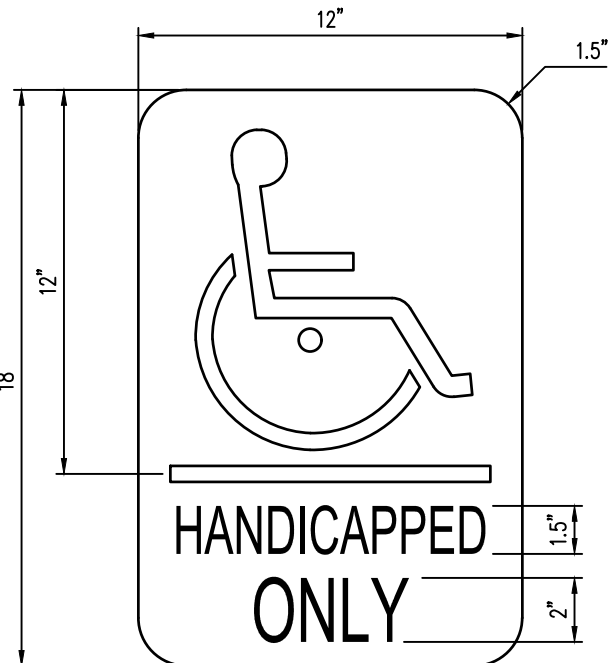
PAINTED ADA PARKING SYMBOL
NOT TO SCALE



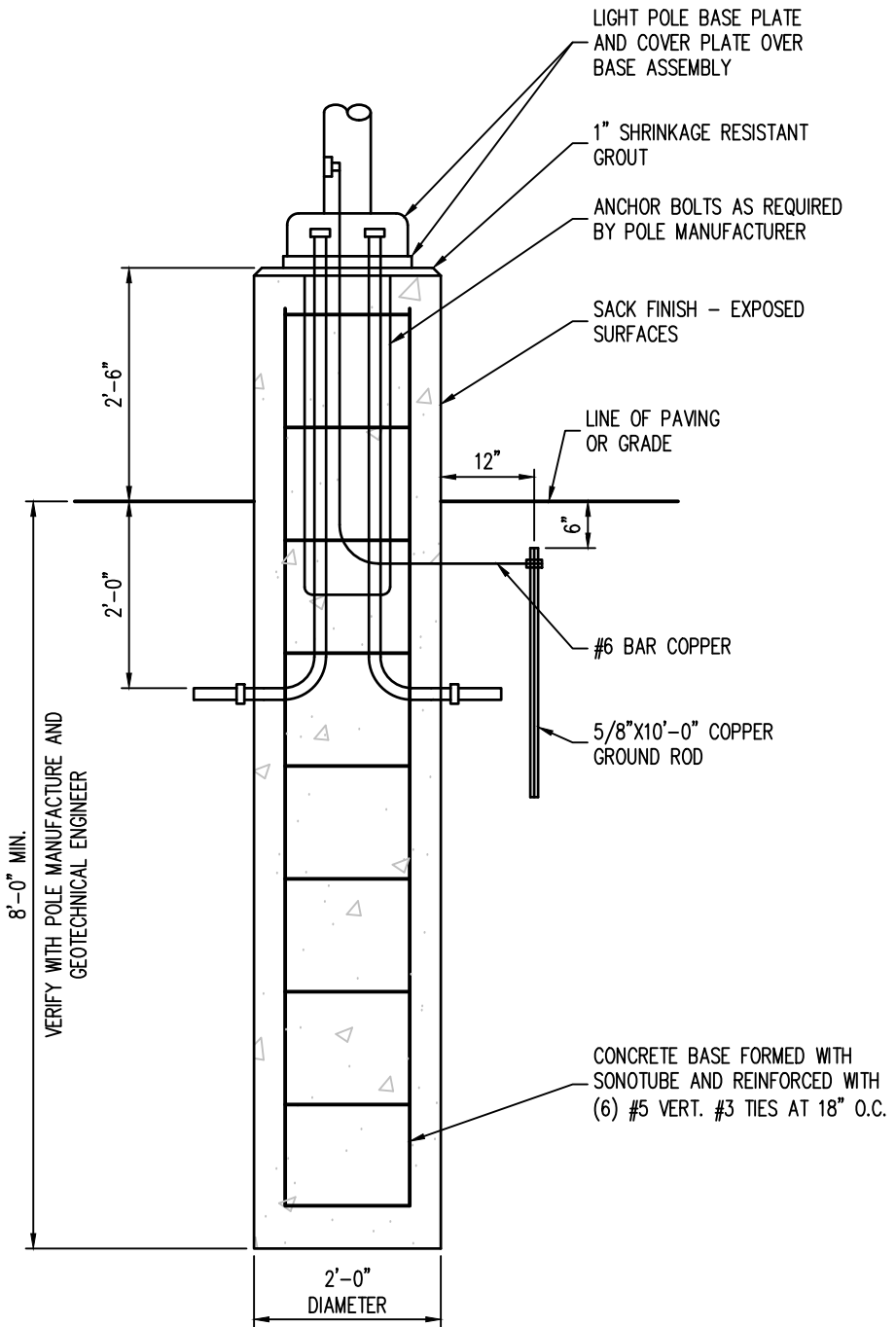
MATERIAL:
1. 0.060 ALUMINUM - BLUE BACKGROUND WITH WHITE COPY AND
BORDER, 1-1/2" RADIUS CORNERS, WHITE, 2 MOUNTING HOLES.
2. SIGN USED WITH CORRESPONDING VAN SPACE.

"VAN ACCESSIBLE" SIGN
NOT TO SCALE

MATERIAL:
0.060 ALUMINUM - WHITE BACKGROUND WITH
BLUE COPY AND BORDER - SYMBOL HAS BLUE
BACKGROUND, WHITE COPY WITH BLACK BORDER
1-1/2" RADIUS CORNERS WHITE 2 MOUNTING
HOLES.

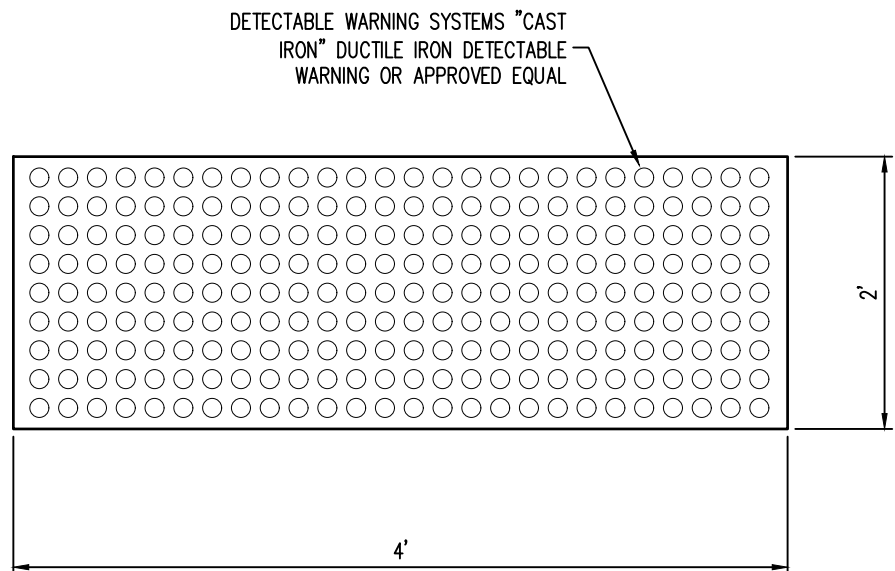


HANDICAP PARKING SIGN
NOT TO SCALE

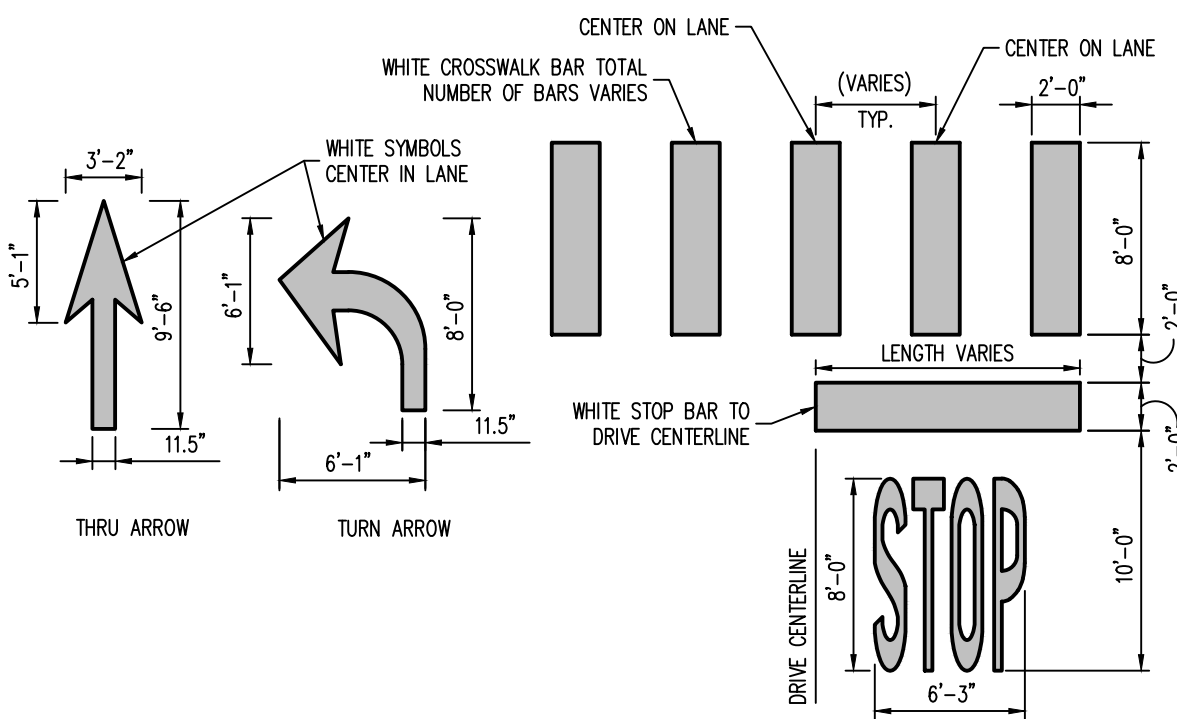


NOTE:
1. APPLY (2) COATS TRAFFIC YELLOW PAINT TO EXPOSED
CONCRETE SURFACES OF POLE BASE IF LOCATED IN
PARKING LOT .

LIGHT POLE BASE
1/2" = 1'-0"

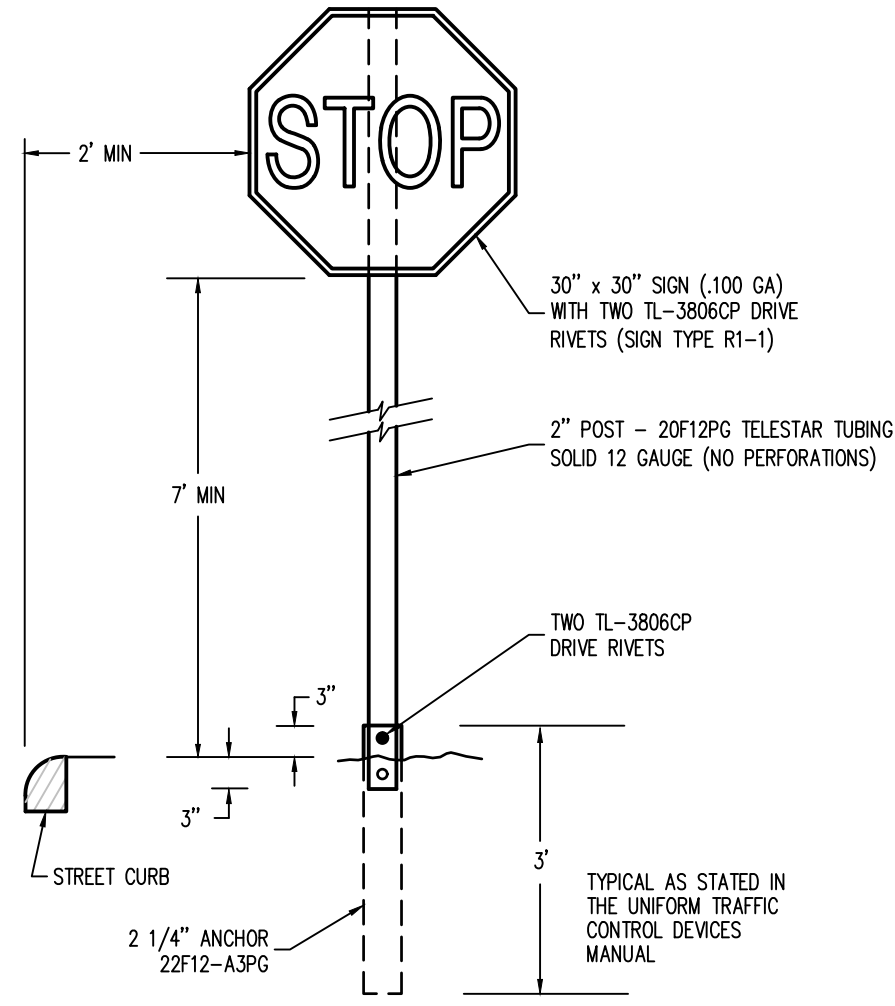


TRUNCATED DOMES
NOT TO SCALE

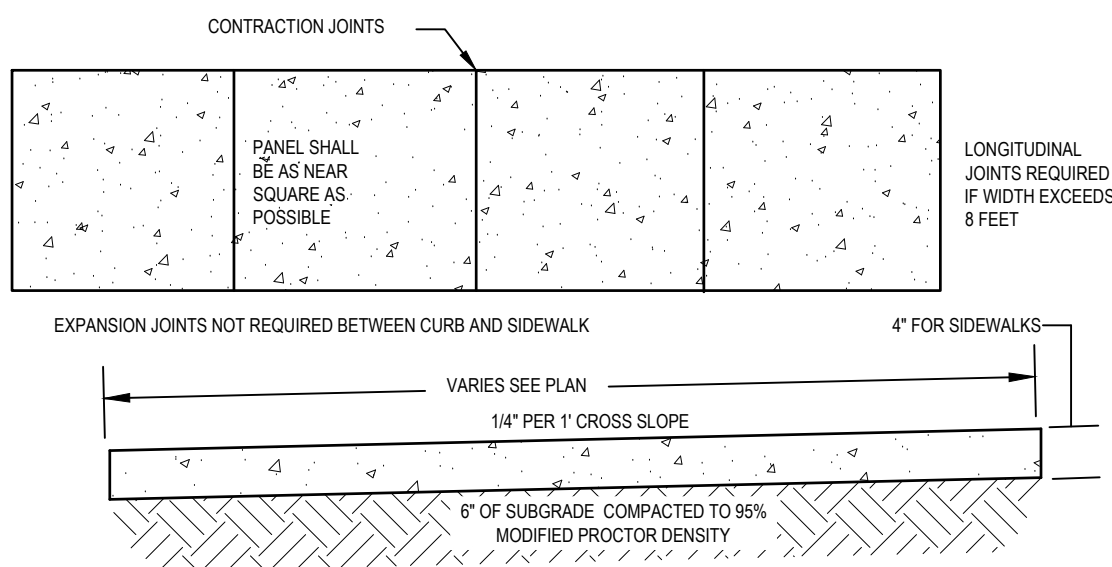


NOTES:
ALL TRAFFIC FLOW ARROWS TO BE SOLID WHITE REFLECTIVE TRAFFIC PAINT PER DIMENSIONS
ABOVE.

LANE STRIPING DETAILS
NOT TO SCALE

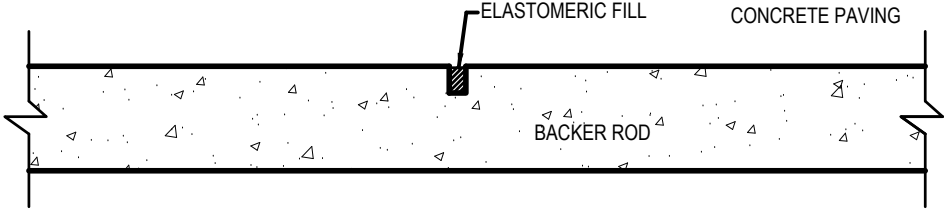


STOP SIGN DETAIL
NOT TO SCALE

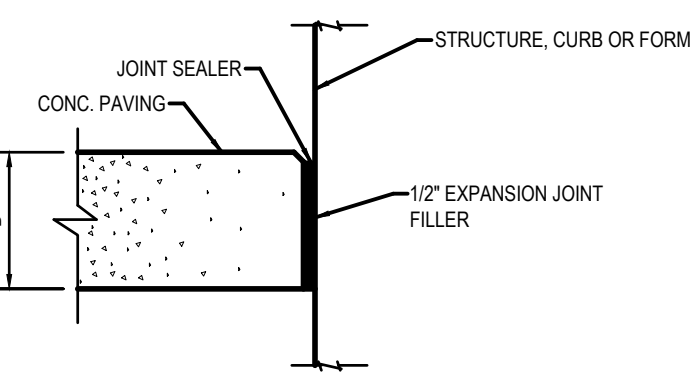


- CONTRACTION JOINTS SHALL BE SPACED SO AS TO FORM AS NEAR SQUARE
PANEL AS POSSIBLE. NO SINGLE PANEL SHALL EXCEED 8' ON ANY SIDE.
CONTRACTION JOINTS SHALL BE 3/4" DEEP.
- EXPANSION JOINTS OF 1/2" MASTIC MATERIAL SHALL BE PLACED AT THE
FOLLOWING LOCATIONS:
P.C.'S AND P.T.'S OF CURVES
GRADE BREAKS
AT DRIVEWAYS
AT OTHER LOCATIONS AS SPECIFIED BY ENGINEER
- CONSTRUCTION MATERIALS AND PROCEDURES SHALL CONFORM TO EXISTING
TOWN AND STATE STANDARD SPECIFICATIONS.
- SEE DETAIL 8 FOR JOINT DETAILS

CONCRETE SIDEWALK
NOT TO SCALE



CONTROL JOINT DETAIL
NOT TO SCALE



ISOLATION JOINT DETAIL
NOT TO SCALE

CONCRETE JOINTING
NOT TO SCALE

CLUB CARWASH - FIRESTONE	
SITE DETAILS	
NAME OF APPLICATION:	CLUB CARWASH - FIRESTONE
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILE NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	JANUARY 11, 2023
REVISION DATE:	MAY 4, 2023
REVISION DATE:	JUNE 30, 2023
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 5 OF 29	

Galloway

5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

COPYRIGHT
THESE PLANS ARE AN INSTRUMENT OF SERVICE
AND ARE THE PROPERTY OF GALLOWAY, AND MAY
NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED
WITHOUT THE WRITTEN CONSENT OF GALLOWAY.
COPYRIGHTS AND INFRINGEMENTS WILL BE
ENFORCED AND PROSECUTED.



CLUB CARWASH
FDP-23-002

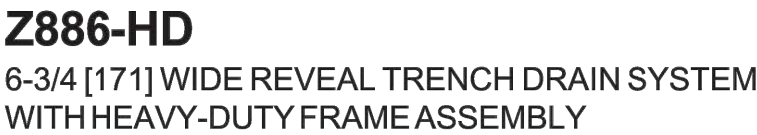
STATE HIGHWAY 119 & FAIRVIEW ST
FIRESTONE, CO

#	Date	Issue / Description	Init.
1	5/4/23	2ND FDP SUBMITTAL	MSJ
2	6/30/23	3RD FDP SUBMITTAL	MSJ
3	8/16/23	FDP CHECK SET	MSJ

Project No:	CCW000016
Drawn By:	MSJ
Checked By:	JRR
Date:	01/11/2023

SITE DETAILS

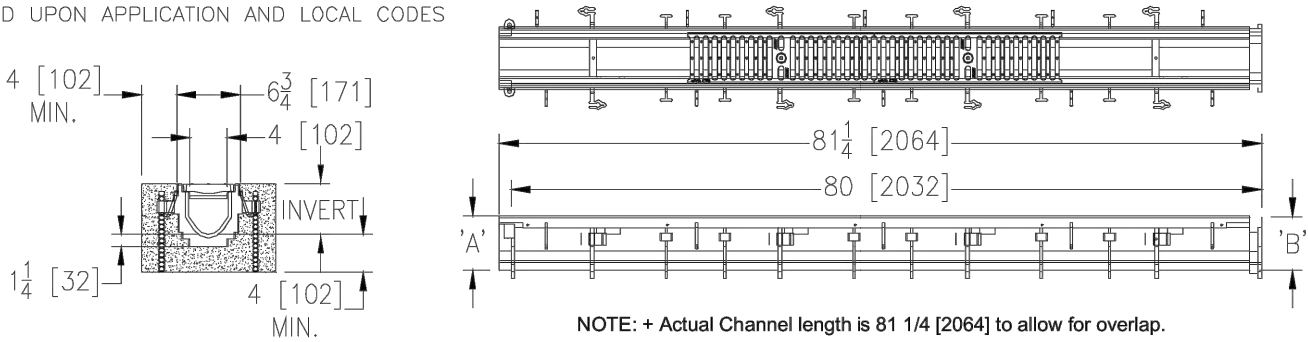
LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002



SPECIFICATION SHEET

TAG _____

SPECIFYING ENGINEER IS RESPONSIBLE FOR
CONCRETE ENCASEMENT AND REINFORCING
BASED UPON APPLICATION AND LOCAL CODES



ENGINEERING SPECIFICATION: ZONE 2886-H Channelers are 80° [232mm] long, 6-3/4" [171 mm] wide reveal and have a 4" [102 mm] throat. Modular channel sections are made of 60 water resistant aluminum alloy. Channelers have a positive mechanical connection between channel segments that will not separate during the installation and mechanically lock into the concrete surround every 10" [254 mm]. Channels weigh less than 2.31 lbs./[1.05kg] per linear foot. A smooth, 1-1/2" [38 mm] radiused self cleaning bottom with a Manning's coefficient of .009 and 7% or neutral 0% built in slope. Channels have deep lips standard for sloped drainage applications. The top flange has a 1/2" [13 mm] wide flat lip for fastening down. Channels are available in two finishes: powder coated or painted. All channels are made from class C ASTM EN14233 top load specifications. Supplied in 20' [608 mm] nominal lengths with 1/2" [13 mm] wide ends, and 3/4" [19 mm] bearing depth. Grate has an open area of 28 % sq. ft. [per ft.², (99.493 sq. mm per meter)]. The 60° [2.67 m] thick Heavy-Duty Carbon Steel Frame Assembly conforms to ASTM standards for structural steel design. The frame assembly is designed to meet all applicable building codes and standards. The frame assembly is supplied with powder coated finish. All welds must be performed by a certified welder per ASTM standard AWS D1. Frames produced in the U.S.A.

____ Z Six-foot, Eight-inch High Density Polyethylene (HDPE)*

Outlet Adapters Add/Each

Frame Options

_____ -CBF	Black Acid Resistant Coated Top Frame
_____ -LD	Light Duty Grates on Heavy Duty Frame
_____ -SW	Sidewall Extension - 9 [229] High
_____ -SW2	Sidewall Extension - 18 [457] High

-BA	Black Acid Resistant Epoxy Coated Ductile Grate - Class C
-BG	Galvanized Ductile Iron Bar Grate - Class C
-DBG	Ductile Iron Cast Bar Grate - Class C
-DG	Ductile Iron Solid Cover Grate - Class C
-DGC	Ductile Iron Slotted Bar Grate - Class C *
-DGD	Ductile Iron Slotted Grate - Class E
-DGE	Galvanized Ductile Iron Slotted Grate - Class C
-GHD	Galvanized Ductile Iron Slotted Grate - Class E
-GHPDE	Galvanized Heel-Proof Ductile Grate - Class E
-HPDE	Heel-Proof Ductile Slotted Grate - Class E
-RHD	Reinforced Steel Slotted Grate - Class C
-RFGC	Reinforced Slotted Stainless Steel Slate - Class C
-RFP	Reinforced Perforated Galvanized Grate - Class C
-RFPGR	Reinforced Perforated Galvanized Reverse Punch Grate - Class C
-RFPGR	Reinforced Perforated Stainless Steel Reverse Punch Grate - Class C

* Regularly furnished unless otherwise noted.

Zurn Industries, LLC | Specification Drainage Operation
1801 Pittsburgh Avenue, Erie, PA U.S.A. 16502 • Ph. 855-663-9876, Fax 814-454-7929
In Canada | **Zurn Industries Limited**
3544 Nashua Drive, Mississauga, Ontario L4V 1L2 • Ph. 905-405-8272, Fax 905-405-1259
www.zurn.com

Trench	'A'	'B'			
No.	Shallow Inv.	Deep Inv.	(cfs)	(gpm)	(lps)
8601	3.50 (189)	4.10 (104)	0.21	93	6
8602	1.10 (104)	4.70 (119)	0.27	122	6
8603	4.70 (119)	5.30 (135)	0.34	152	10
8603N	5.30 (135)	5.30 (135)			-
8604	5.30 (135)	5.90 (150)	0.41	183	12
8605	6.50 (165)	6.50 (165)	0.48	214	13
8606	7.10 (180)	7.10 (180)	0.55	245	15
8607	7.10 (180)	7.70 (196)	0.62	276	17
8608	7.70 (196)	8.30 (211)	0.69	308	19
8609	8.30 (211)	8.90 (226)	0.76	339	21
8610	8.90 (226)	9.50 (241)	0.83	371	23
8611	9.50 (241)	10.10 (257)	0.90	403	25
8612	10.10 (257)	10.70 (272)	0.97	435	27
8612N	10.70 (272)	10.70 (272)			-
8613	10.70 (272)	11.30 (287)	1.04	467	29
8614	11.30 (287)	11.90 (302)	1.12	498	31
8615	11.90 (302)	12.50 (318)	1.18	530	33

Decorative Grate Options (Load Classifications are per DIN EN1433)
 ____-SBG Stainless Steel Bar Grate - Class E

MADE in the U.S.A.

- _____ -DGC-USA Ductile Iron Slotted Grate - Class C
- _____ -DGE-USA Ductile Iron Slotted Grate - Class E
- _____ -GDC-USA Galvanized Ductile Slotted Grate - Class C
- _____ -GDE-USA Galvanized Ductile Slotted Grate - Class E
- _____ -GHPDE-USA Galvanized Heel-Proof Ductile Grate - Class E
- _____ -HPDE-USA Heel-Proof Ductile Slotted Grate - Class E
- _____ -PPC Plastic Perforated Grate - Class C

Miscellaneous Options

Rev. F
Date: 1/26/2017
C.N. No. 136162
Prod. | Dwg. No. Z886-HD

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

COPYRIGHT
THESE PLANS ARE AN INSTRUMENT OF SERVICE
AND ARE THE PROPERTY OF GALLOWAY, AND MAY
NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED
WITHOUT THE WRITTEN CONSENT OF GALLOWAY.
COPYRIGHTS AND INFRINGEMENTS WILL BE
ENFORCED AND PROSECUTED.



STATE HIGHWAY 119 & FAIRVIEW ST
FIRESTONE, CO

[illegible]

Project No:	CCW000016
Drawn By:	MSJ
Checked By:	JRR
Date:	01/11/2023

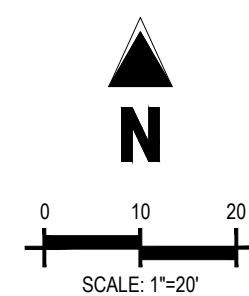
SITE DETAILS

6

CLUB CARWASH - FIRESTONE	
SITE DETAILS	
NAME OF APPLICATION:	CLUB CARWASH - FIRESTONE
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	JANUARY 11, 2023
REVISION DATE:	MAY 4, 2023
REVISION DATE:	JUNE 30, 2023
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 6 OF 29	

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002

1. REQUIREMENTS SHOWN ON SITE PLAN SHALL GOVERN. DRAWINGS AND SPECIFICATIONS SHOWING OTHERWISE NOTWITHSTANDING. CONTRACTOR TO POINT OUT ANY DISCREPANCIES TO THE ENGINEER OF RECORD PRIOR TO BID.
2. NO WORK IS TO BEGIN UNTIL ALL PERMITS HAVE BEEN OBTAINED. CONTRACTOR MUST HAVE COPIES OF ALL STATE AND LOCAL STORMWATER DISCHARGE AND EROSION CONTROL PERMITS ON SITE PRIOR TO ANY DISTURBANCE AND/OR GRADING ACTIVITY.
3. THIS DESIGN IS BASED ON A SOIL AND FOUNDATION INVESTIGATION. A COPY OF THIS REPORT IS AVAILABLE FOR INSPECTION BY THE CONTRACTORS.
4. ALL LANDSCAPING AREAS SHALL BE GRADED 0.10' WITH COMPANY APPROVED TOP SOIL TO A MINIMUM 2' DEPTH.
5. ALL SPOT GRADES SHOWN ARE TO FLOWLINE UNLESS OTHERWISE NOTED.
6. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR MINIMIZING DEPOSITION OF ONSITE SEDIMENTS ONTO SURROUNDING PUBLIC STREETS DURING CONSTRUCTION. REFER TO EROSION CONTROL PLANS AND DETAILS FOR INFORMATION.
7. GENERAL CONTRACTOR TO PROVIDE BARRICADE PROTECTION WITH FLASHING LIGHTS AROUND ALL FOOTINGS, EXCAVATIONS AND ALL OFFSITE WORK.
8. SEE THE SITE SURVEY FOR SURVEY INFORMATION AND LEGAL DESCRIPTION.
9. THE PROPOSED STORM SYSTEM ONSITE IS PRIVATELY OWNED AND MAINTAINED.
10. IN LANDSCAPING AREAS ADJACENT TO PROPOSED BUILDING, MINIMUM SLOPE SHALL BE 5% FOR THE FIRST 5'.
11. EXCAVATION AND EMBANKMENT SHALL MEET SECTION 203 OF CDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION OR REQUIREMENTS OTHERWISE SET FORTH IN THE APPROVED SLOES REPORT.
12. ANY FILL MATERIAL REQUIRED TO BRING THE SITE TO GRADE SHALL BE CLEAN FILL DIRT APPROVED BY GEOTECHNICAL ENGINEER AND SHALL BE PLACED AND COMPACTED PER GEOTECHNICAL REPORT RECOMMENDATIONS.
13. MATCH EXISTING GRADES AT SOUTH EDGE OF LOT REPRESENT GRADE AT BOTTOM OF WALL BY OTHERS. WALL UNDER SEPARATE PERMIT.
14. GRADING BASED ON DESIGN DOCUMENTS FOR OVERALL FIRELIGHT PARK DEVELOPMENT. GRADES IN FIELD TO BE CONFIRMED PRIOR TO THE START OF CONSTRUCTION.
15. ADD 4900' TO ALL SPOT ELEVATIONS



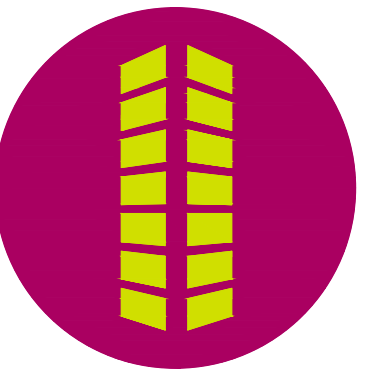
5460	EXISTING MAJOR CONTOUR
52	EXISTING MINOR CONTOUR
5450	PROPOSED MAJOR CONTOUR
50	PROPOSED MINOR CONTOUR
15.00	PROPOSED SPOT ELEVATION
TC	PROPOSED TOP OF CURB ELEVATION
FL	PROPOSED FLOWLINE ELEVATION
FF	FINISHED FLOOR
FG	FINISHED GRADE
ME	MATCH EXISTING
TBC	CURB TOP BACK
TR	TOP OF RAMP
BR	BOTTOM OF RAMP
LP	LOW POINT
HP	HIGH POINT
SW	SIDEWALK

	PROPERTY BOUNDARY LINE
	ADJACENT PROPERTY BOUNDARY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	PROPOSED RIDGELINE/GRADE BREAK
	PROPOSED CURB AND GUTTER
	EXISTING CURB AND GUTTER
	PROPOSED DITCH FLOWLINE BY OTHERS
	EXISTING STORM SEWER (LESS THAN 12")
	PROPOSED STORM SEWER (LESS THAN 12")
	EXISTING STORM SEWER (12" AND LARGER)
	PROPOSED STORM SEWER (12" AND LARGER)
	EXISTING STORM SEWER MANHOLE
	PROPOSED STORM SEWER MANHOLE
	PROPOSED TYPE R COMBINATION STORM INLET

- ① PROPOSED 2 FT CONCRETE CROSS PAN
- ② EXISTING GRASS LINED SWALE
- ③ EXISTING SITE WALL
- ④ PROPOSED STORM INLET
- ⑤ PROPOSED STORM MANHOLE
- ⑥ PROPOSED STORM SEWER
- ⑦ STORM SEWER BY OTHERS
- ⑧ PROPOSED ADA RAMP
- ⑨ PROPOSED 8' WIDE CONCRETE CROSS PAN
- ⑩ TRANSITION FROM FLUSH TO 6" VERTICAL CURB
- ⑪ PROPOSED 6" TRENCH DRAIN CONNECTION TO BUILDING

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

THESE PLANS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.



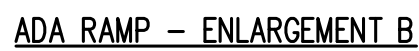
STATE HIGHWAY 119 & FAIRVIEW ST
FIRESTONE, CO

Project No:	CCW000016
Drawn By:	MSJ
Checked By:	JRR
Date:	01/11/2023

7

CLUB CARWASH - FIRESTONE	
GRADING PLAN	
NAME OF APPLICATION:	CLUB CARWASH - FIRESTONE
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	JANUARY 11, 2023
REVISION DATE:	MAY 4, 2023
REVISION DATE:	JUNE 30, 2023
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 7 OF 29	

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002



GRADING LEGEND	
-----5460-----	EXISTING MAJOR CONTOUR
-----52-----	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED SPOT ELEVATION
TC	PROPOSED TOP OF CURB ELEVATION
FL	PROPOSED FLOWLINE ELEVATION
FF	FINISHED FLOOR
FG	FINISHED GRADE
EG	EXISTING GRADE
ME	MATCH EXISTING
CO	CURB OPENING
TBC	CURB TOP BACK
TR	TOP OF RAMP
BR	BOTTOM OF RAMP
LP	LOW POINT
HP	HIGH POINT

SITE LEGEND

	PROPERTY BOUNDARY LINE
	ADJACENT PROPERTY BOUNDARY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	PROPOSED FLOWLINE
	PROPOSED CURB AND GUTTER
	EXISTING CURB AND GUTTER
	EXISTING STORM SEWER MANHOLE
	PROPOSED STORM SEWER MANHOLE
	PROPOSED STORM INLET

1. REQUIREMENTS SHOWN ON SITE PLAN SHALL GOVERN, DRAWINGS AND SPECIFICATIONS SHOWING OTHERWISE NOTWITHSTANDING. CONTRACTOR TO POINT OUT ANY DISCREPANCIES TO THE ENGINEER OF RECORD PRIOR TO BID.
2. NO WORK IS TO BEGIN UNTIL ALL PERMITS HAVE BEEN OBTAINED. CONTRACTOR MUST HAVE COPIES OF ALL STATE AND LOCAL STORMWATER DISCHARGE AND EROSION CONTROL PERMITS ON SITE PRIOR TO ANY DISTURBANCE AND/OR GRADING ACTIVITY.
4. THIS DESIGN IS BASED ON A SOIL AND FOUNDATION INVESTIGATION. A COPY OF THIS REPORT IS AVAILABLE FOR INSPECTION BY THE CONTRACTORS.
5. ALL LANDSCAPING AREAS SHALL BE GRADED 0.10" WITH COMPANY APPROVED TOP SOIL TO A MINIMUM 2" DEPTH.
6. ALL SPOT GRADES SHOWN ARE TO FLOWLINE UNLESS OTHERWISE NOTED.
7. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR MINIMIZING DEPOSITION OF ONSITE SEDIMENTS OUTSIDE SURROUNDING PUBLIC STREETS DURING CONSTRUCTION. REFER TO EROSION CONTROL PLANS AND DETAILS FOR INFORMATION.
8. GENERAL CONTRACTOR TO PROVIDE BARRICADE PROTECTION WITH FLASHING LIGHTS AROUND ALL FOOTINGS, EXCAVATIONS AND ALL OFFSITE WORK.
9. SEE THE SITE SURVEY FOR SURVEY INFORMATION AND LEGAL DESCRIPTION.

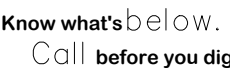
1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY. IT IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.

2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY EITHER THROUGH POT-HOLE OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

**Know what's below.
Call before you dig.**

BENCHMARK: NATIONAL GEODETIC SURVEY MONUMENT 181 LOCATED SOUTHWEST CORNER HWY 119 & SANDSTONE DR, +/- 238' SOUTH OF S EDGE OF HWY 199 & +/- 81' WEST OF BACK OF DETACHED WALK WEST OF SANDSTONE DR AT CENTERLINE OF EAST HEADWALL OF DRAINAGE STRUCTURE.

BM#181 NAVD 88, ELEVATION = 4927.01'



CLUB CARWASH - FIRESTONE	
GRADING ENLARGEMENTS	
NAME OF APPLICATION:	CLUB CARWASH - FIRESTONE
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	JANUARY 11, 2023
REVISION DATE:	MAY 4, 2023
REVISION DATE:	JUNE 30, 2023
REVISION DATE:	
REVISION DATE:	
SHEET 8 OF 29	

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

THESE PLANS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.



STATE HIGHWAY 119 & FAIRVIEW ST
FIRESTONE, CO

[illegible]

Project No:	CCW000016
Drawn By:	MSJ
Checked By:	JRR
Date:	01/11/2023

GRADING ENLARGEMENTS

C

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002



COPYRIGHT
THESE PLANS ARE AN INSTRUMENT OF SERVICE
AND ARE THE PROPERTY OF GALLOWAY, AND MAY
NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED
WITHOUT THE WRITTEN CONSENT OF GALLOWAY.
COPYRIGHTS AND INFRINGEMENTS WILL BE
ENFORCED AND PROSECUTED.



CLUB CARWASH
FDP-23-002

STATE HIGHWAY 119 & FAIRVIEW ST
FIRESTONE, CO

[illegible]

Project No:	CCW000016
Drawn By:	MSJ
Checked By:	JRR
Date:	01/11/2023

EROSION CONTROL DETAILS

12

November 2010 Urban Drainage and Flood Control District SP-3
Urban Storm Drainage Criteria Manual Volume 3

SP-4
Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3
November 2010

November 2010 Urban Drainage and Flood Control District SP-5
Urban Storm Drainage Criteria Manual Volume 3

SP-6 Urban Drainage and Flood Control District November 2010
 Urban Storm Drainage Criteria Manual Volume 3

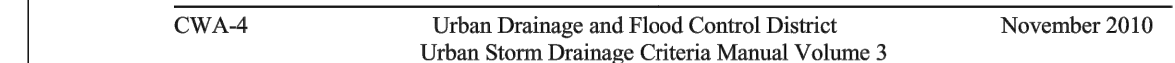
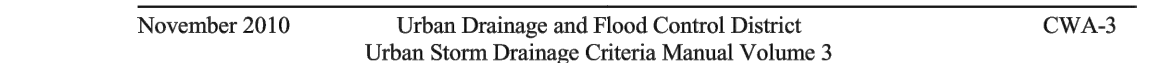
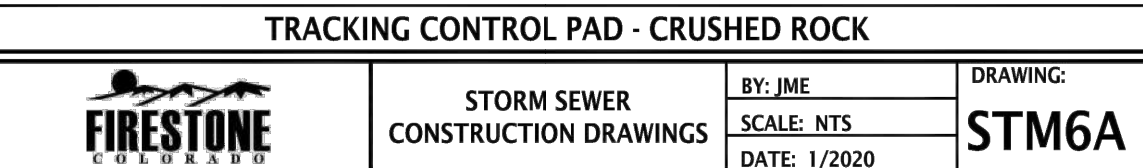
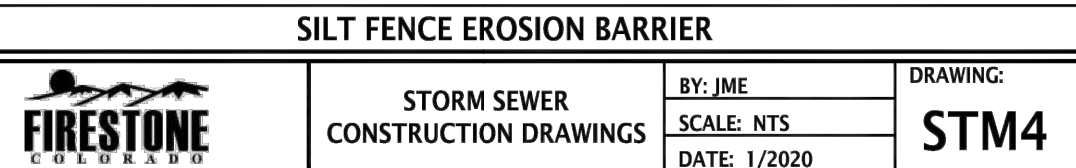
ST-2 Urban Drainage and Flood Control District November 2010
Urban Storm Drainage Criteria Manual Volume 3

November 2010 Urban Drainage and Flood Control District ST-3
Urban Storm Drainage Criteria Manual Volume 3

November 2010 Urban Drainage and Flood Control District SSA-3
Urban Storm Drainage Criteria Manual Volume 3

CLUB CARWASH - FIRESTONE	
EROSION CONTROL DETAILS	
NAME OF APPLICATION:	CLUB CARWASH - FIRESTONE
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	JANUARY 11, 2023
REVISION DATE:	MAY 4, 2023
REVISION DATE:	JUNE 30, 2023
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 12 OF 29	

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002



Project No:	CCW000016
Drawn By:	MSJ
Checked By:	JRR
Date:	01/11/2023

13

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

COPYRIGHT
THESE PLANS ARE AN INSTRUMENT OF SERVICE
AND ARE THE PROPERTY OF GALLOWAY, AND MAY
NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED
WITHOUT THE WRITTEN CONSENT OF GALLOWAY.
COPYRIGHTS AND INFRINGEMENTS WILL BE
ENFORCED AND PROSECUTED.



CLUB CARWASH
FDP-23-002

STATE HIGHWAY 1
FIRESTONE, CO

[illegible]

SURVEYOR TO OBTAIN AUTOCAD FILE FROM ENGINEER AND VERIFY ALL HORIZONTAL CONTROL DIMENSIONING PRIOR TO CONSTRUCTION STAKING. SURVEYOR MUST VERIFY ALL BENCHMARK, BASIS OF BEARING AND DATUM INFORMATION TO ENSURE IMPROVEMENTS WILL BE AT THE SAME HORIZONTAL AND VERTICAL LOCATIONS SHOWN ON THE DESIGN CONSTRUCTION DRAWINGS. PRIOR TO CONSTRUCTION STAKING ANY DISCREPANCY MUST BE REPORTED TO OWNER AND ENGINEER PRIOR TO CONTINUATION OF ANY FURTHER STAKING OR CONSTRUCTION WORK.

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.

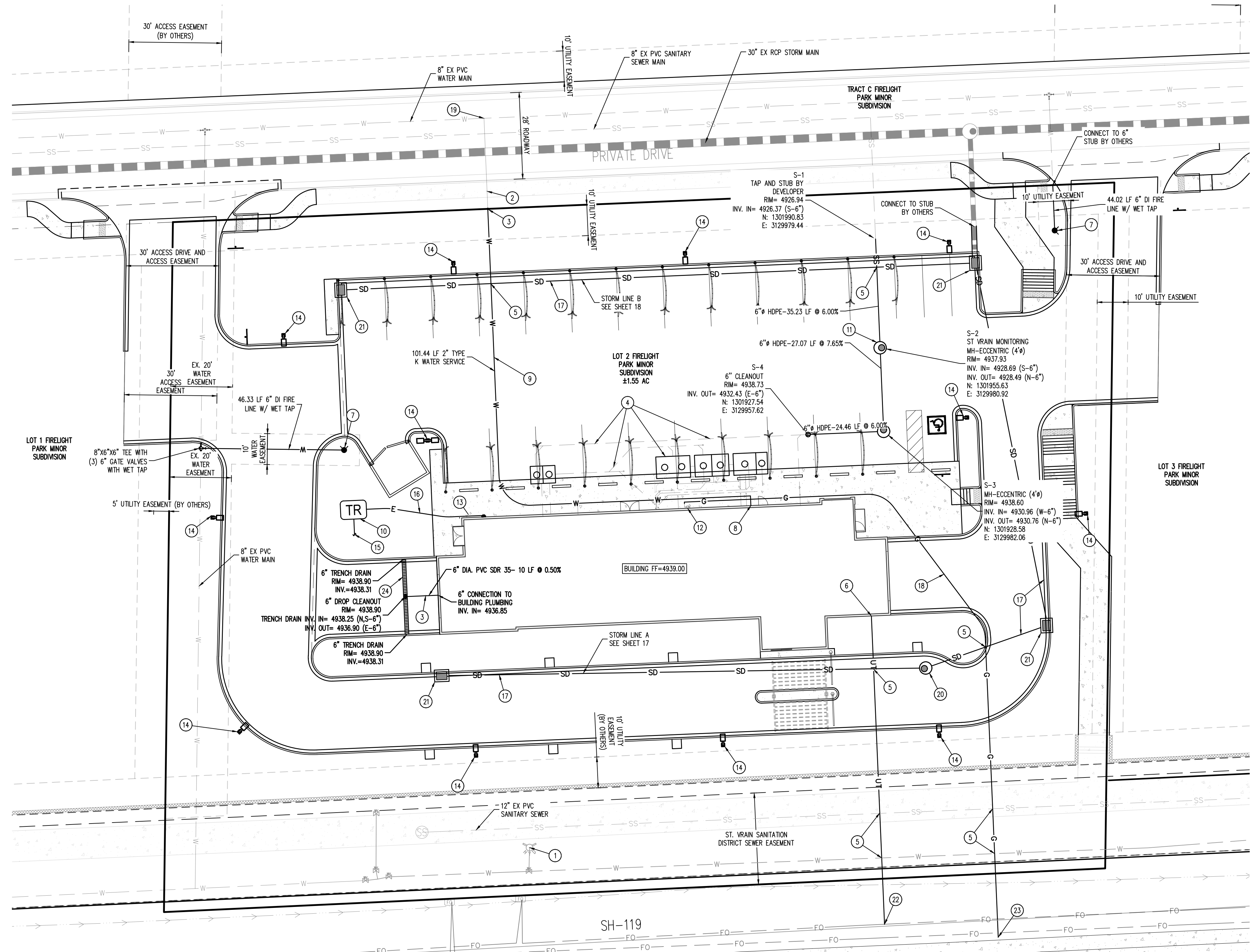
2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. COMMENCING AT THE WEST QUARTER CORNER FOR SAID SECTION 5 AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5 TO HAVE AN ASSUMED BEARING OF S 00°44'33" W, MONUMENTED AT THE NORTH END OF SAID LINE BY A NO. 6 REBAR OF UNKNOWN LENGTH WITH AN ATTACHED 2"ALUMINUM CAP STAMPED "LS 25937, 1994" AND MONUMENTED AT THE SOUTH END OF SAID LINE BY A NO. 6 REBAR OF UNKNOWN LENGTH WITH AN ATTACHED ILLEGIBLE 3-1/4" ALUMINUM CAP, AND WITH ALL OTHER BEARINGS RELATIVE THERETO.

BENCHMARK: NATIONAL GEODETIC SURVEY MONUMENT 181 LOCATED SOUTHWEST CORNER HWY 1 & SANDSTONE DR, +/- 238' SOUTH OF S EDGE OF HWY 199 & +/- 81' WEST OF BACK OF DETACHED WALK WEST OF SANDSTONE DR AT CENTERLINE OF EAST HEADWALL OF DRAINAGE STRUCTURE.

BM#181 NAVD 88, ELEVATION = 4927.01

1. UTILITIES SHOWN WITHIN PRIVATE DRIVE TO NORTH ARE BASED ON LATEST AVAILABLE DESIGN INFORMATION FROM FRIELIGHT PARK DEVELOPER. ALL EXISTING UTILITIES TO BE VERIFIED PRIOR TO CONSTRUCTION.
2. GAS SERVICE TO BUILDING – REFERENCE BUILDING MECHANICAL PLANS, GC TO COORDINATE INSTALLATION OF SERVICE LINES, METERS, AND SERVICE ENTRIES WITH XCEL ENERGY.
3. ELECTRIC SERVICE TO BUILDING – REFERENCE BUILDING ELECTRICAL PLANS, GC TO INSTALL (2) 2" SCHEDULE 40 PVC CONDUIT FOR SECONDARY SERVICE FROM EXISTING TRANSFORMER TO BUILDING, INSTALLATION AND MATERIALS BY GC, GC TO COORDINATE INSTALLATION OF SECONDARY ELECTRICAL SERVICES, METERS, AND OTHER APPURTENANCES WITH UNITY COMPANY.
4. CAUTION – UTILITY CROSSINGS: FOR ALL DRY UTILITY AND WET UTILITY CROSSINGS, GC TO COORDINATE WITH DRY UTILITY PROVIDER TO ASSURE ADEQUATE CLEARANCES BETWEEN EXISTING/PROPOSED DRY UTILITY AND DRY OR WET UTILITY INSTALLATION. FOR WET UTILITY AND WET UTILITY CROSSINGS, GC TO CONFIRM INVERTS AND MINIMUM 18" VERTICAL CLEARANCE PRIOR TO INSTALLATION.
5. ALL PROPOSED STORM SEWER AND APPURTENANCES SHOWN ARE PRIVATE AND SHALL BE MAINTAINED BY THE PROPERTY OWNER.
6. THE MINIMUM REQUIRED FIRE FLOW IS 1,500 GALLONS PER MINUTE.



	PROPERTY BOUNDARY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING WATER LINE
	PROPOSED WATER LINE
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER
	EXISTING WATER VALVE
	PROPOSED WATER GATE VALVE
	EXISTING FIRE HYDRANT
	EXISTING SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER MANHOLE
	EXISTING STORM SEWER (LESS THAN 12")
	PROPOSED STORM SEWER (LESS THAN 12")
	EXISTING STORM SEWER (12" & LARGER)
	PROPOSED STORM SEWER (12" & LARGER)
	EXISTING STORM SEWER MANHOLE
	PROPOSED STORM SEWER MANHOLE
	PROPOSED TRANSFORMER
	PROPOSED FIRE HYDRANT
	PROPOSED STORM INLET

- (1) EXISTING FIRE HYDRANT TO REMAIN
- (2) EXISTING 2" WATER STUB PROVIDED BY DEVELOPER
- (3) PROPOSED 2" CURB STOP PER LEFT HAND WATER DISTRICT SPEC II N.4
- (4) PROPOSED WATER RECLAMATION SYSTEM. REFER TO MEP PLANS FOR DETAIL
- (5) UTILITY CROSSING. PROVIDE 18" CLEAR
- (6) PROPOSED TELECOM CONNECTION TO BUILDING. CONTRACTOR TO COORDINATE WITH OWNER AND UTILITY PROVIDER
- (7) PROPOSED FIRE HYDRANT. SEE DETAIL SHEET 16
- (8) PROPOSED 2" DOMESTIC WATER BUILDING CONNECTION. METER EXTERNAL TO BUILDING PER DETAIL SHEET 15. SEE PLUMBING PLANS FOR CONTINUATION
- (9) PROPOSED 2" DOMESTIC WATER SERVICE LINE. TYPE K SEAMLESS COPPER. METER AND BACKFLOW PREVENTER INTERNAL TO BUILDING. SEE DETAIL SHEET 16 AND PLUMBING PLANS.
- (10) PROPOSED ELECTRICAL TRANSFORMER
- (11) PROPOSED 4" DIAMETER SAMPLING MANHOLE. SEE DETAILS SHEET 17
- (12) PROPOSED GAS METER AND BUILDING POINT OF CONNECTION
- (13) PROPOSED ELECTRICAL SERVICE METER
- (14) PROPOSED SITE LIGHT
- (15) PROPOSED ELECTRIC LINE (PRIMARY). CONTRACTOR TO COORDINATE WITH UTILITY PROVIDER
- (16) PROPOSED ELECTRIC LINE (SECONDARY)
- (17) PROPOSED STORM SEWER TO BE INSTALLED PER DETAIL SHEET 16
- (18) PROPOSED GAS LINE
- (19) 2" SADDLE TAP AND WATER SERVICE STUB BY DEVELOPER
- (20) PROPOSED STORM SEWER MANHOLE
- (21) PROPOSED STORM SEWER INLET
- (22) TELECOM CONNECTION TO EXISTING COORDINATE WITH UTILITY PROVIDER
- (23) GAS CONNECTION TO EXISTING. COORDINATE WITH UTILITY PROVIDER. FIELD LOCATE EXISTING GAS LINE PRIOR TO CONSTRUCTION
- (24) PROPOSED 6" TRENCH DRAIN. SLOPE 0.5% TO 6" OUTLET PIPE
- (25) PROPOSED 6" STORM SEWER PIPE ROUTED INTERNAL TO BUILDING SANITARY SYSTEM

[illegible]

Project No:	CCW000016
Drawn By:	MSJ
Checked By:	JRR
Date:	01/11/2023

UTILITY PLAN

CLUB CARWASH - FIRESTONE	
UTILITY PLAN	
NAME OF APPLICATION:	CLUB CARWASH - FIRESTONE
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	JANUARY 11, 2023
REVISION DATE:	MAY 4, 2023
REVISION DATE:	JUNE 30, 2023
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 15 OF 29	

Galloway

5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

THESE PLANS ARE AN INSTRUMENT OF SERVICE
AND ARE THE PROPERTY OF GALLOWAY, AND MAY
NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED
WITHOUT THE WRITTEN CONSENT OF GALLOWAY.
COPYRIGHTS AND INFRINGEMENTS WILL BE
ENFORCED AND PROSECUTED.



CLUB CARWASH
FDP-23-002

STATE HIGHWAY 119 & FAIRVIEW ST
FIRESTONE, CO

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002



COPYRIGHT
THESE PLANS ARE AN INSTRUMENT OF SERVICE
AND ARE THE PROPERTY OF GALLOWAY, AND MAY
NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED
WITHOUT THE WRITTEN CONSENT OF GALLOWAY.
COPYRIGHTS AND INFRINGEMENTS WILL BE
ENFORCED AND PROSECUTED.



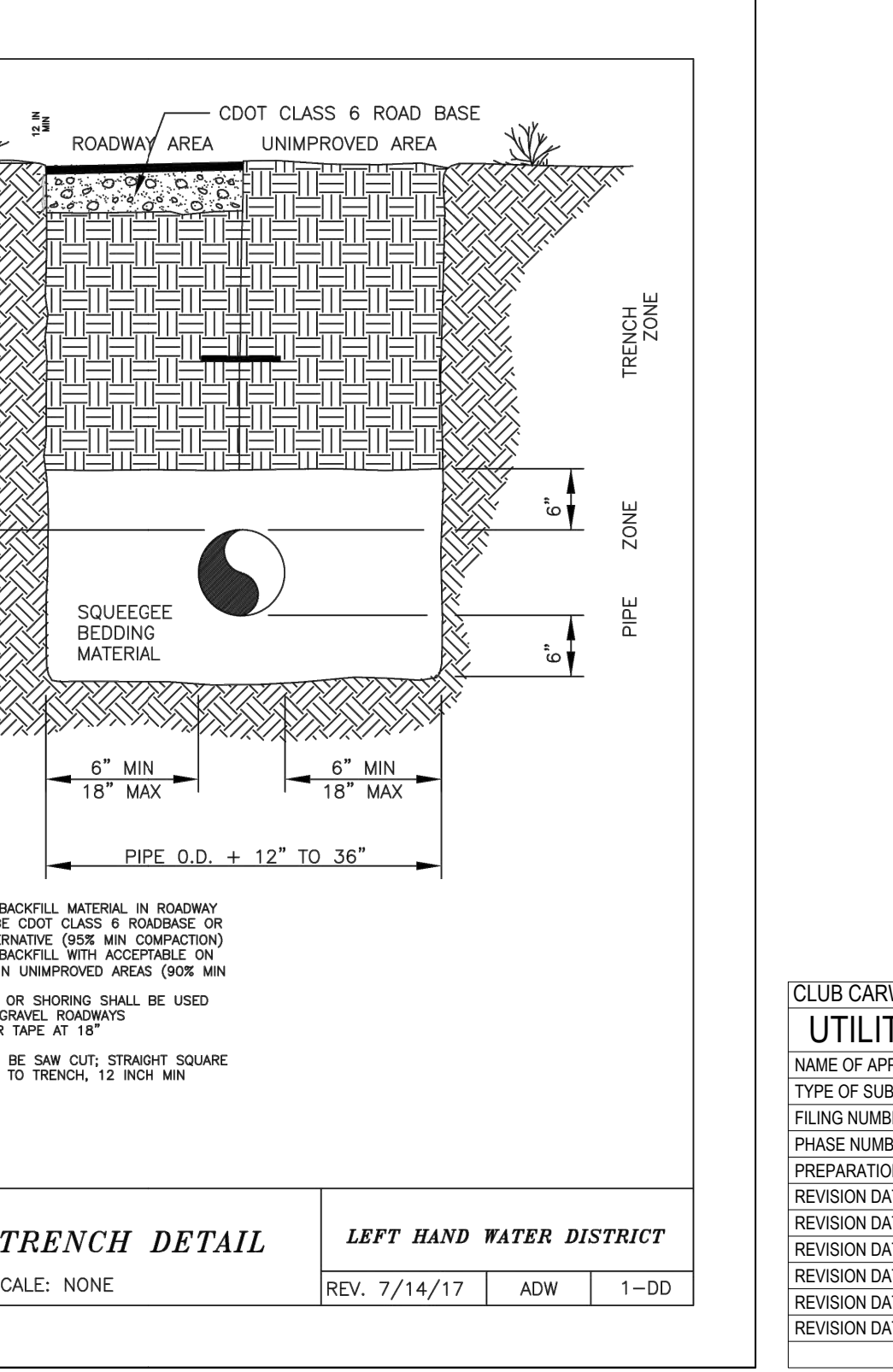
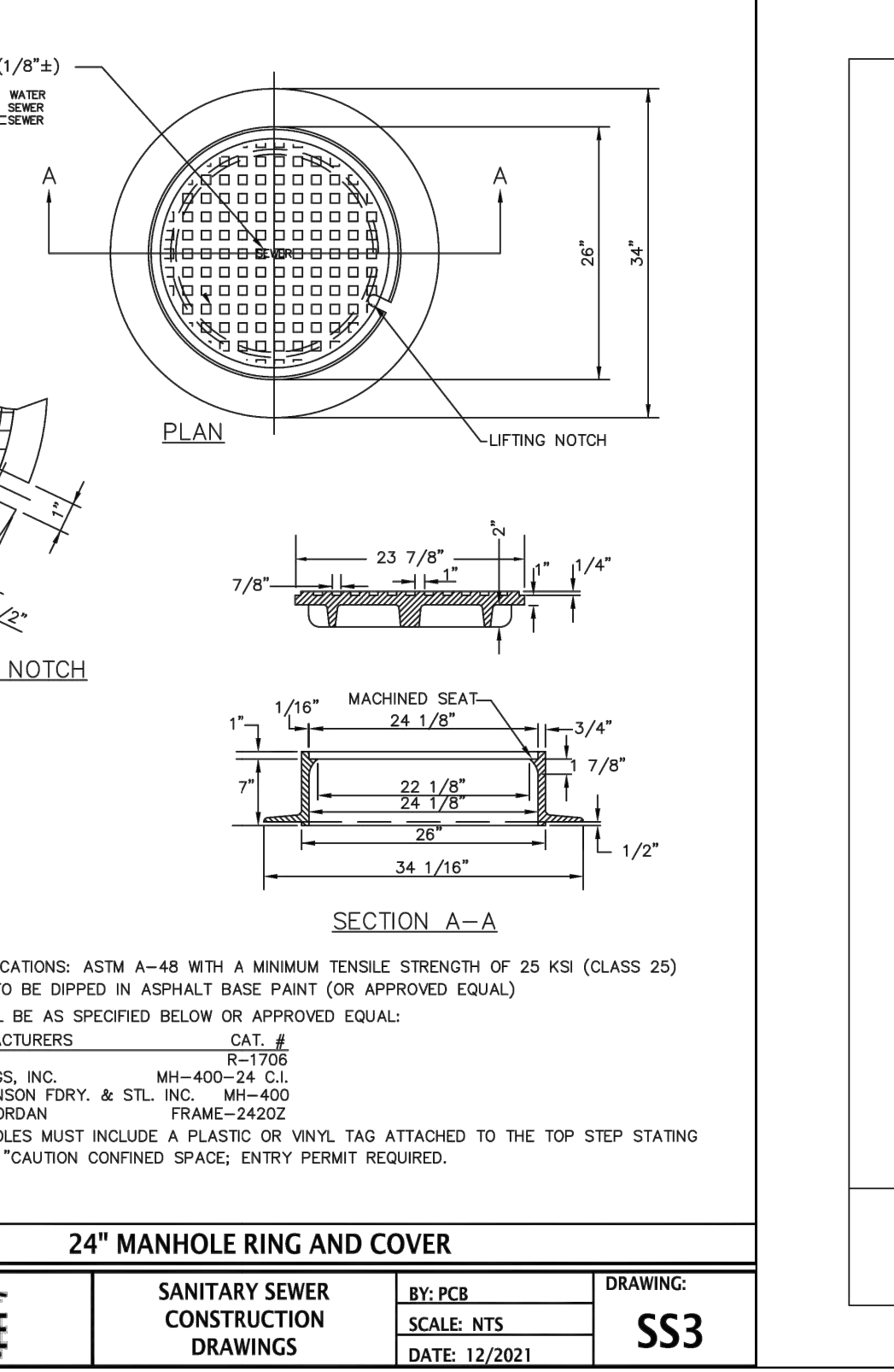
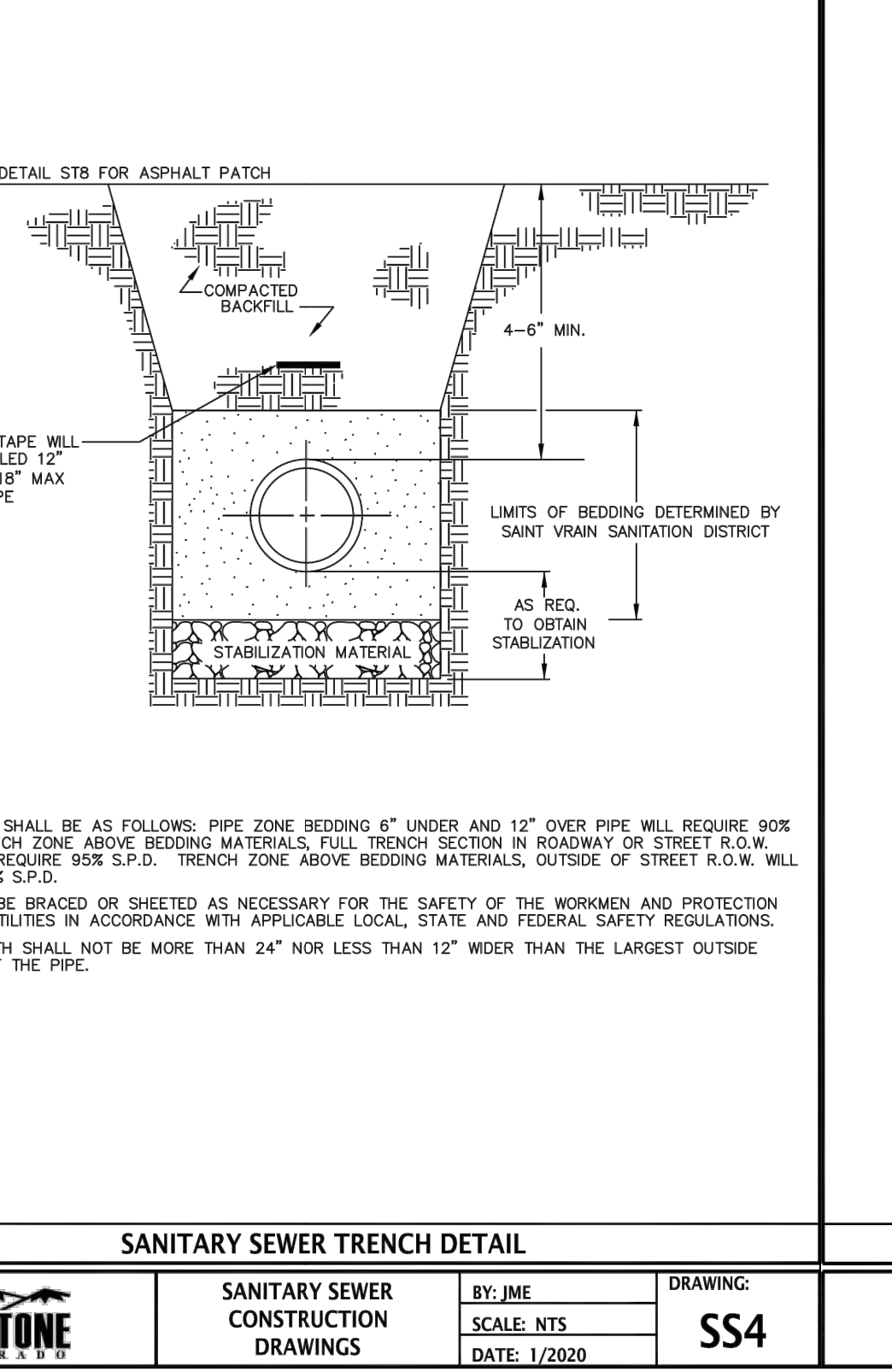
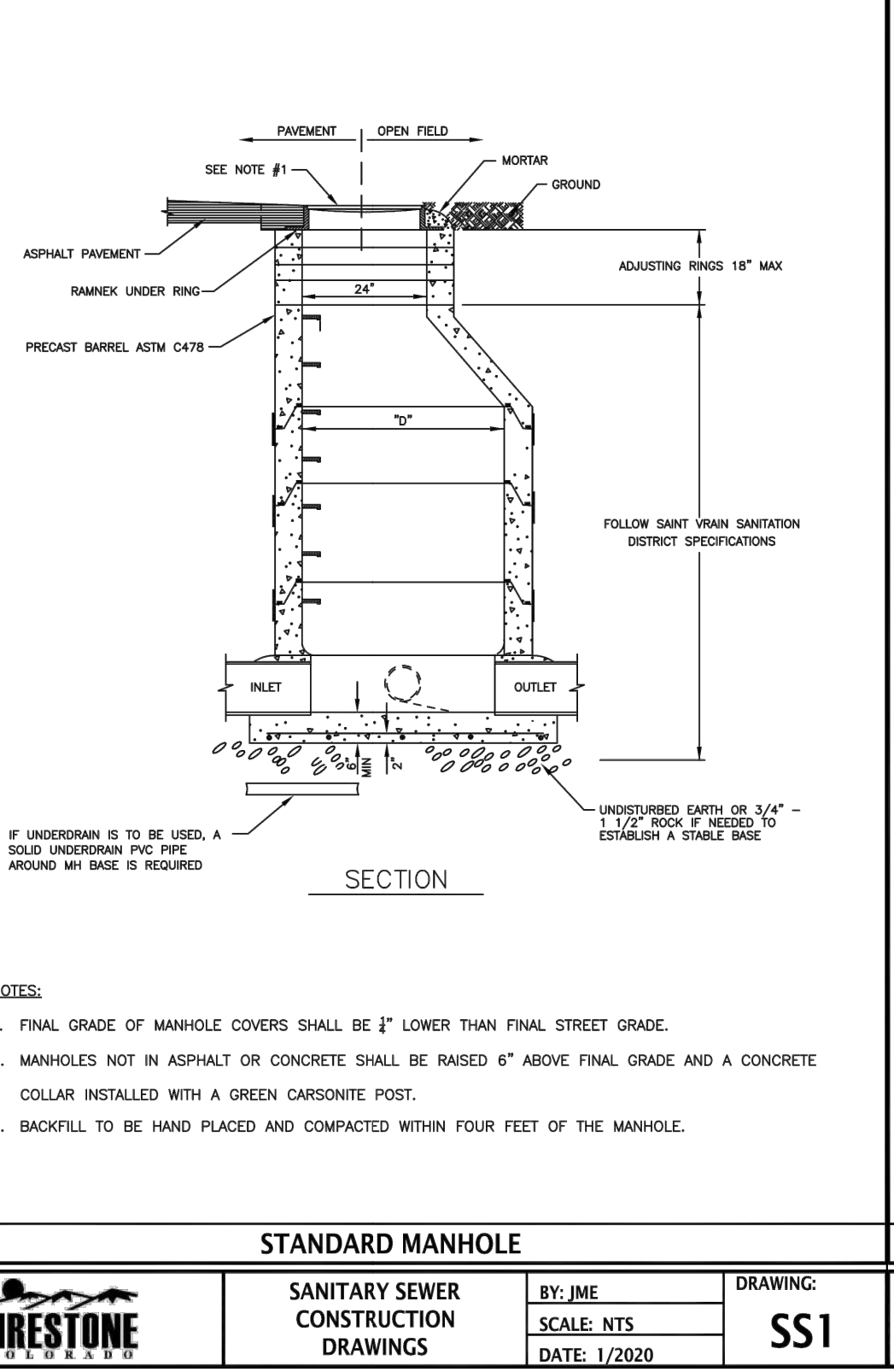
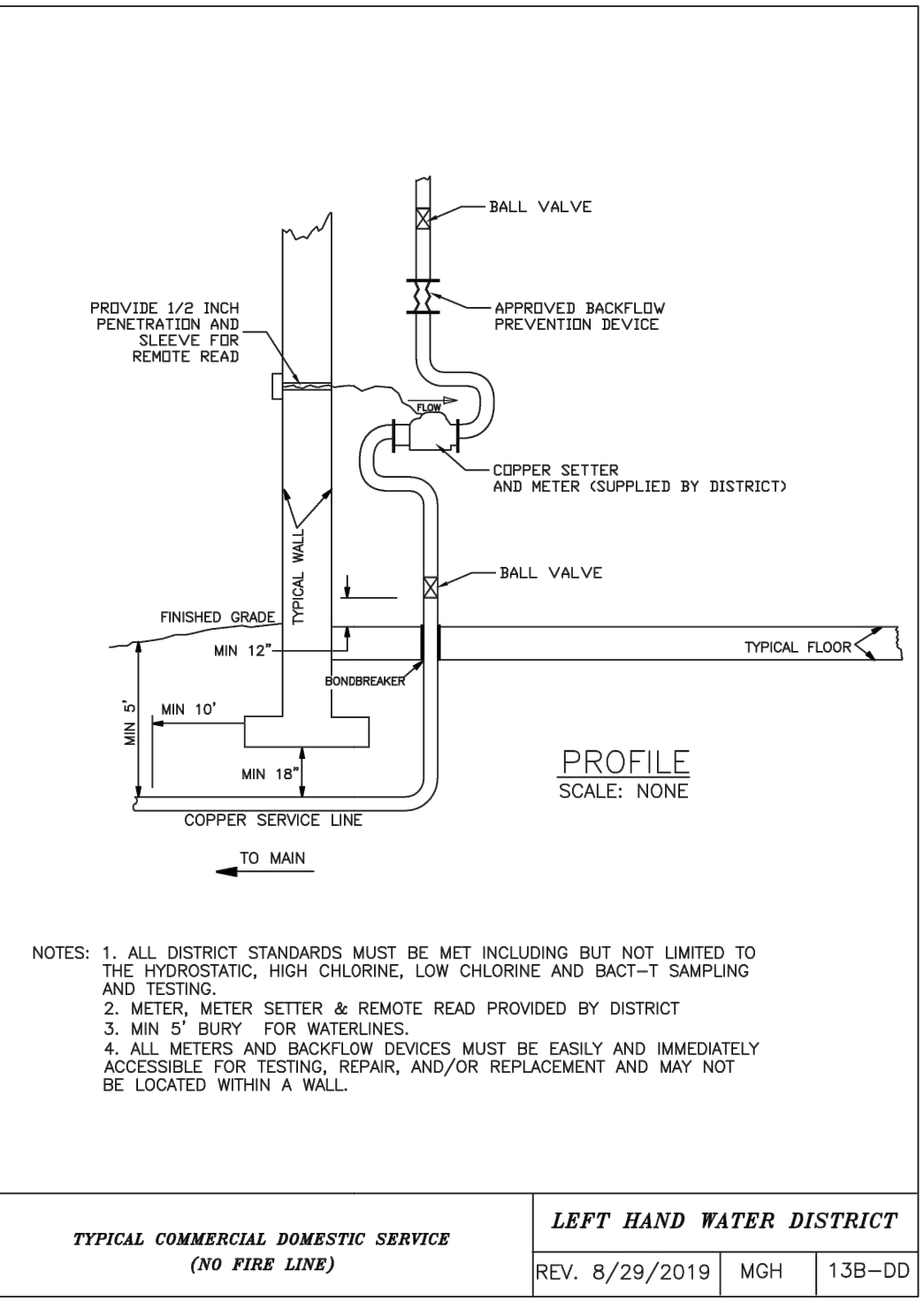
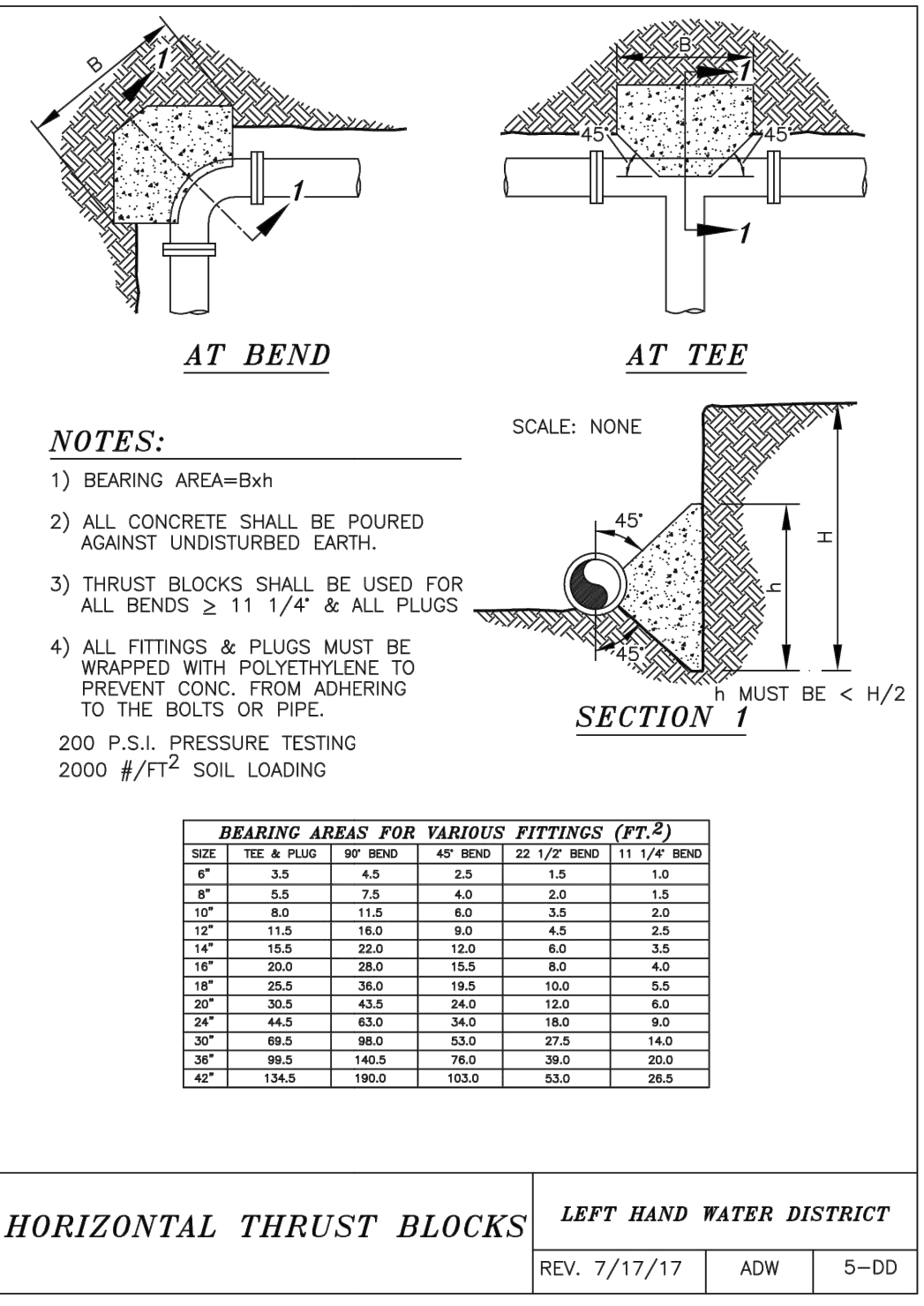
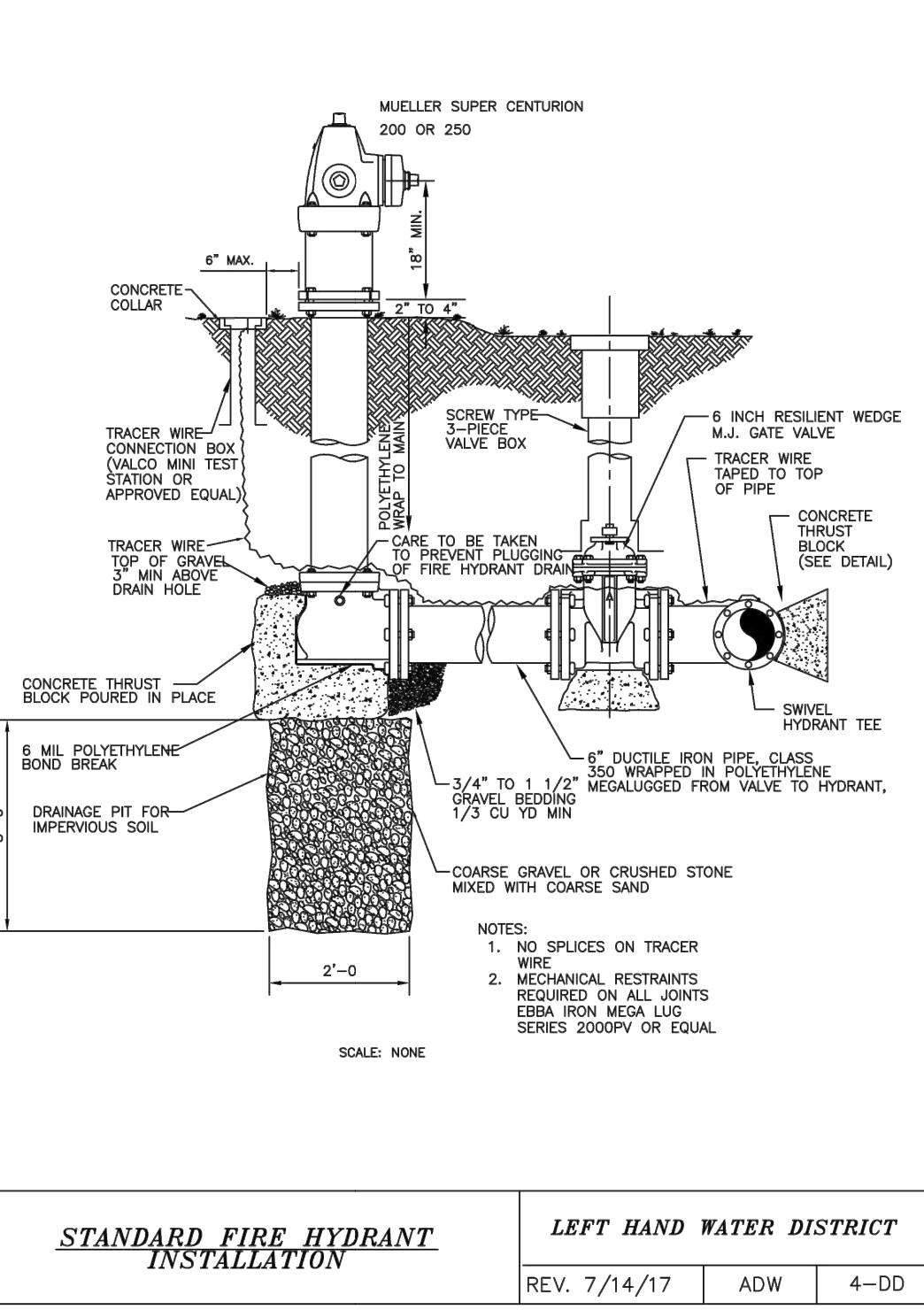
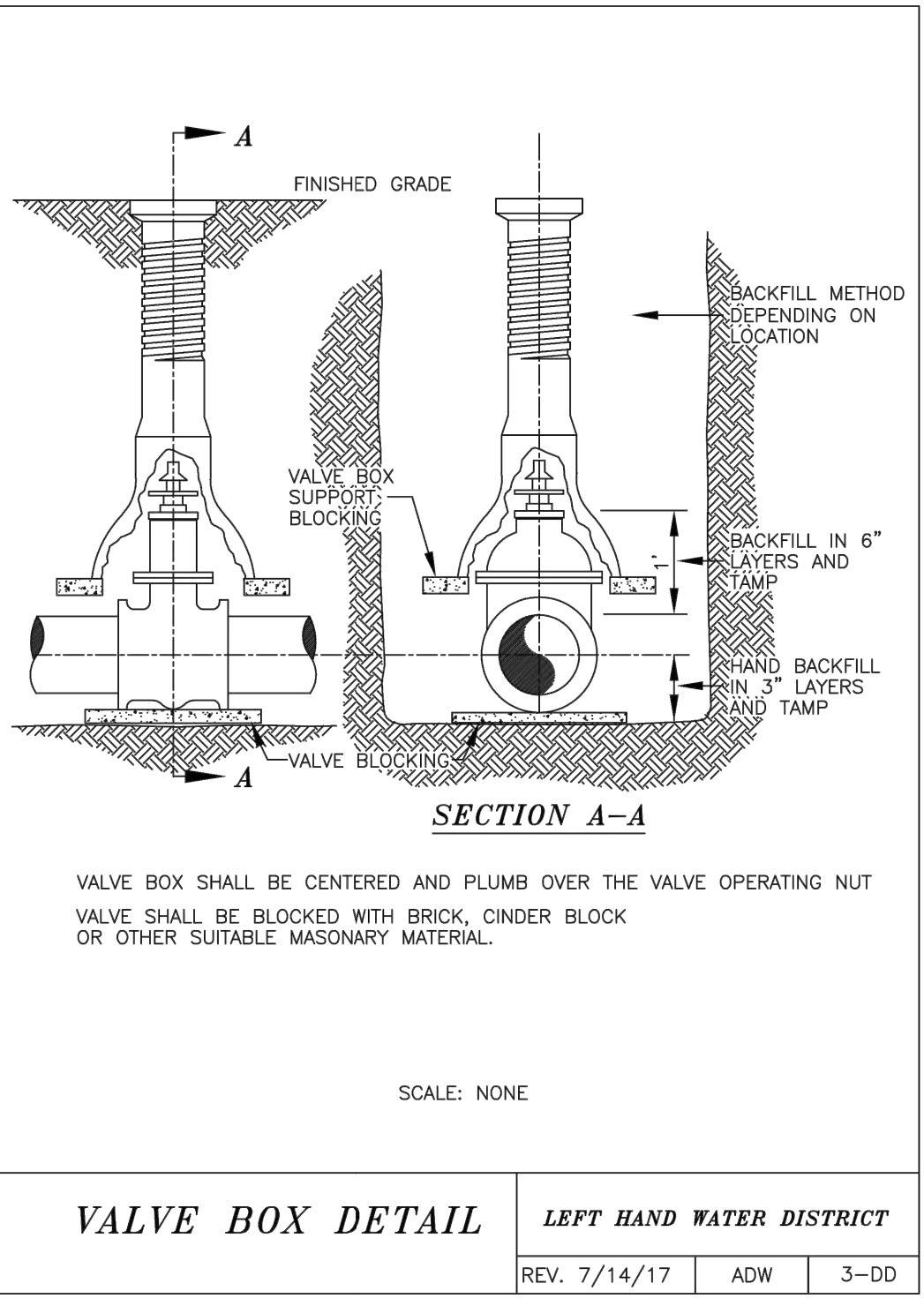
CLUB CARWASH
FDP-23-002

[illegible]

Project No:	CCW000016
Drawn By:	MSJ
Checked By:	JRR
Date:	01/11/2023

UTILITY DETAILS

16



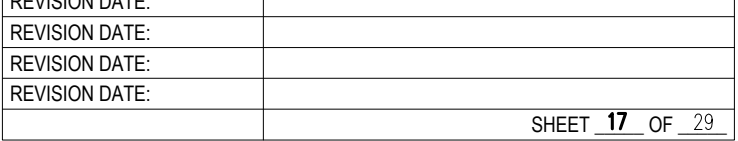
CLUB CARWASH - FIRESTONE	
UTILITY DETAILS	
NAME OF APPLICATION:	CLUB CARWASH - FIRESTONE
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	JANUARY 11, 2023
REVISION DATE:	MAY 4, 2023
REVISION DATE:	JUNE 30, 2023
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 16 OF 29	

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002

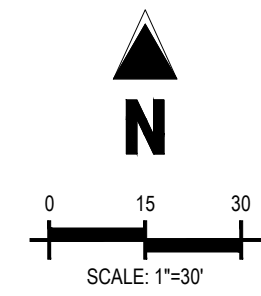
[illegible]

UTILITY DETAILS

CLUB CARWASH - FIRESTONE	
UTILITY DETAILS	
NAME OF APPLICATION:	CLUB CARWASH - FIRESTONE
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	JANUARY 11, 2023
REVISION DATE:	MAY 4, 2023
REVISION DATE:	JUNE 30, 2023
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 17 OF 29	



LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002



	PROPERTY BOUNDARY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING WATER LINE
	PROPOSED WATER LINE
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER
	EXISTING WATER VALVE
	PROPOSED WATER GATE VALVE
	EXISTING FIRE HYDRANT
	EXISTING SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER MANHOLE
	EXISTING STORM SEWER (LESS THAN 12")
	PROPOSED STORM SEWER (LESS THAN 12")
	EXISTING STORM SEWER (12" AND LARGER)
	PROPOSED STORM SEWER (12" AND LARGER)
	EXISTING STORM SEWER MANHOLE
	PROPOSED STORM SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED STORM INLET

ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, COMMENCING AT THE WEST QUARTER CORNER FOR SAID SECTION 5 AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5 TO HAVE AN ASSUMED BEARING OF S 00°43'33" W, MONUMENTED AT THE NORTH END OF SAID LINE BY A NO. 6 BEAR OF UNKNOWN LENGTH WITH AN ATTACHED 2" ALUMINUM CAP STAMPED "LS 25937, 1994" AND MONUMENTED AT THE SOUTH END OF SAID LINE BY A NO. 6 BEAR OF UNKNOWN LENGTH WITH AN ATTACHED ILLEGIBLE 3-1/4" ALUMINUM CAP, AND WITH ALL OTHER BEARINGS RELATIVE THERETO.

BENCHMARK: NATIONAL GEODETIC SURVEY MONUMENT 181 LOCATED SOUTHWEST CORNER HWY 119 & SANDSTONE DR, +/- 238' SOUTH OF S EDGE OF HWY 199 & +/- 81' WEST OF BACK OF DETACHED WALK WEST OF SANDSTONE DR AT CENTERLINE OF EAST HEADWALL OF DRAINAGE STRUCTURE.

BM#181 NAVD 88, ELEVATION = 4927.01

UNLESS OTHERWISE NOTED, CONTRACTOR TO PROTECT LANDSCAPING IN PLACE AND REPLACE TO MATCH IF DISTURBED. CONTRACTOR TO CAP AND REINSTALL IRRIGATION AS NECESSARY TO MAINTAIN IRRIGATION TO EXISTING LANDSCAPING.

NOTE: CONTRACTOR MUST COORDINATE WORK WITH UTILITY COMPANY AND CITY PRIOR TO BEGINNING WORK AND IS RESPONSIBLE FOR ALL MATERIALS, LABOR, REPAIRS, ETC. TO COMPLETE WORK AND RESTORE AREA TO SAME STATE PRIOR TO STARTING WORK

THE CITY OF ARVADA SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF ROADWAY AND APPURTENANT IMPROVEMENTS, INCLUDING STORM DRAINAGE STRUCTURES AND PIPES, FOR THIS DEVELOPMENT UNLESS INDICATED AS PUBLIC IMPROVEMENTS.

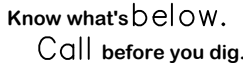
CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL INFORMATION FOR FINAL ACCEPTANCE OF WORK FOR ANY LOCAL, STATE OR FEDERAL AGENCY, UTILITY DISTRICT OR ANY OTHER AGENCY OR DISTRICT HAVING APPROVAL AUTHORITY OVER WORK. THIS INFORMATION MAY INCLUDE, BUT IS NOT LIMITED TO, AS-BUILT PLANS, CERTIFICATIONS, INSPECTIONS AND REPORTS.

CONTRACTOR RESPONSIBLE FOR AS-BUILT DRAWINGS, TESTS, REPORTS AND/OR ANY OTHER CERTIFICATES OR INFORMATION AS REQUIRED FOR ACCEPTANCE OF WORK FROM CITY, UTILITY DISTRICTS OR ANY OTHER GOVERNING AGENCY.

NOTE: CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTATION. CONTRACTOR SHALL HAVE LICENSED SURVEYOR REPLACE ANY DAMAGED OR DISTURBED MONUMENTATION AT THEIR COST.

SURVEYOR TO OBTAIN AUTOCAD FILE FROM ENGINEER AND VERIFY ALL HORIZONTAL CONTROL DIMENSIONING PRIOR TO CONSTRUCTION STAKING. SURVEYOR MUST VERIFY ALL BENCHMARK, BASIS OF BEARING AND DATUM INFORMATION TO ENSURE IMPROVEMENTS WILL BE AT THE SAME HORIZONTAL AND VERTICAL LOCATIONS SHOWN ON THE DESIGN CONSTRUCTION DRAWINGS. PRIOR TO CONSTRUCTION STAKING ANY DISCREPANCY MUST BE REPORTED TO OWNER AND ENGINEER PRIOR TO CONTINUATION OF ANY FURTHER STAKING OR CONSTRUCTION WORK.

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.



2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POTHOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

NAME OF APPLICATION:	CLUB CARWASH - FIRESTONE
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	JANUARY 11, 2023
REVISION DATE:	MAY 4, 2023
REVISION DATE:	JUNE 30, 2023
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
	SHEET 18 OF 29

5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

THESE PLANS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.



CLUB CARWASH
FDP-23-002

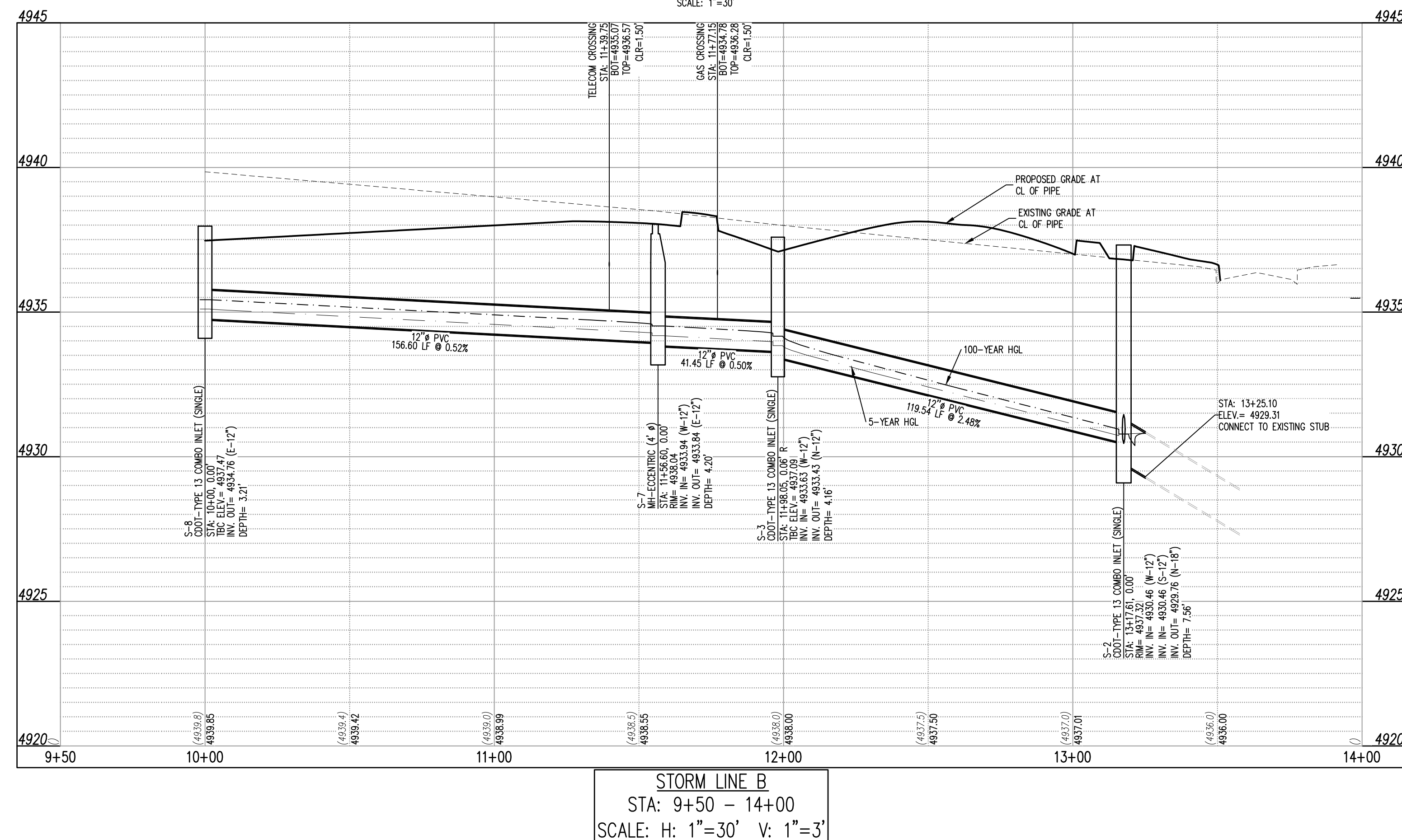
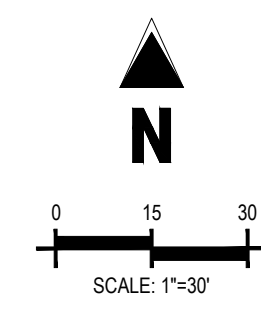
STATE HIGHWAY 119 & FAIRVIEW ST
FIRESTONE, CO

[illegible]

Project No:	CCW000016
Drawn By:	MSJ
Checked By:	JRR
Date:	01/11/2023

STORM PLAN AND PROFILE

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002



CAUTION – NOTICE TO CONTRACTOR

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCY TO THE ENGINEER BEFORE TO CONSTRUCTION.

2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER BY EXCAVATION OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER BEFORE PRIOR TO CONSTRUCTION.

811

Know what's below.
Call before you dig.

UTILITY LEGEND

	PROPERTY BOUNDARY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING WATER LINE
	PROPOSED WATER LINE
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER
	EXISTING WATER VALVE
	PROPOSED WATER GATE VALVE
	EXISTING FIRE HYDRANT
	EXISTING SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER MANHOLE
	EXISTING STORM SEWER (LESS THAN 12"ø)
	PROPOSED STORM SEWER (LESS THAN 12"ø)
	EXISTING STORM SEWER (12"ø AND LARGER)
	PROPOSED STORM SEWER (12"ø AND LARGER)
	EXISTING STORM SEWER MANHOLE
	PROPOSED STORM SEWER MANHOLE
	EXISTING FIRE HYDRANT
	PROPOSED STORM INLET

BASIS OF BEARING

ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, COMMENCING AT THE WEST QUARTER CORNER FOR SAID SECTION 5 AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5 TO HAVE AN ASSUMED BEARING OF S 00°43'33" W, MONUMENTED AT THE NORTH END OF SAID LINE BY A NO. 6 BEAR OF UNKNOWN LENGTH WITH AN ATTACHED 2"ALUMINUM CAP STAMPED "LS 25937, 1994" AND MONUMENTED AT THE SOUTH END OF SAID LINE BY A NO. 6 BEAR OF UNKNOWN LENGTH WITH AN ATTACHED LENGTHEN 3-1/4" ALUMINUM CAP, AND WITH ALL OTHER BEARINGS RELATIVE THERETO.

BENCHMARK

STATEMENT OF SURVEY: NATIONAL GEODETIC SURVEY MONUMENT 181 LOCATED SOUTHWEST CORNER HWY 111 IN SAID SECTION 5, 1/4" 238" SURVEY OF S E SIDE OF HWY 194 AND 1/4" = 81" WEST OF BACK OF DETACHED HALL WEST OF SANDSTONE DR AT CENTERLINE OF EAST HEADWALL OF DRAINAGE STRUCTURE.

DATA 1981 NAVD 88, ELEVATION = 4927.01'

UNLESS OTHERWISE NOTED, CONTRACTOR TO PROTECT LANDSCAPING IN PLACE AND REPLACE TO MATCH IF DISTURBED. CONTRACTOR TO CAP AND REINSTALL IRRIGATION AS NECESSARY TO MAINTAIN IRRIGATION TO EXISTING LANDSCAPING.

NOTE: CONTRACTOR MUST COORDINATE WORK WITH UTILITY COMPANY AND CITY PRIOR TO BEGINNING WORK AND IS RESPONSIBLE FOR ALL MATERIALS, LABOR, REPAIRS, ETC. TO COMPLETE WORK AND RESTORE AREA TO SAME STATE PRIOR TO STARTING WORK

THE CITY OF ARVADA SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF ROADWAY AND APPURTENANT IMPROVEMENTS, INCLUDING STORM DRAINAGE STRUCTURES AND PIPES, FOR THIS DEVELOPMENT UNLESS INDICATED AS PUBLIC IMPROVEMENTS.

CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL INFORMATION FOR FINAL ACCEPTANCE OF WORK FOR ANY LOCAL, STATE OR FEDERAL AGENCY, UTILITY DISTRICT OR ANY OTHER AGENCY OR DISTRICT HAVING APPROVAL AUTHORITY OVER WORK. THIS INFORMATION MAY INCLUDE, BUT IS NOT LIMITED TO, AS-BUILT PLANS, CERTIFICATIONS, INSPECTIONS AND REPORTS.

CONTRACTOR RESPONSIBLE FOR AS-BUILT DRAWINGS, TESTS, REPORTS AND/OR ANY OTHER CERTIFICATES OR INFORMATION AS REQUIRED FOR ACCEPTANCE OF WORK FROM CITY, UTILITY DISTRICTS OR ANY OTHER GOVERNING AGENCY

NOTE: CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTATION. CONTRACTOR SHALL HAVE LICENSED SURVEYOR REPLACE ANY DAMAGED OR DISTURBED MONUMENTATION AT THEIR COST.

SURVEYOR TO OBTAIN AUTOCAD FILE FROM ENGINEER AND VERIFY ALL HORIZONTAL CONTROL DIMENSIONING PRIOR TO CONSTRUCTION STAKING. SURVEYOR MUST VERIFY ALL BENCHMARK, BASIS OF BEARING AND DATUM INFORMATION TO ENSURE IMPROVEMENTS WILL BE AT THE SAME HORIZONTAL AND VERTICAL LOCATIONS SHOWN ON THE DESIGN CONSTRUCTION DRAWINGS. PRIOR TO CONSTRUCTION STAKING ANY DISCREPANCY MUST BE REPORTED TO OWNER AND ENGINEER PRIOR TO CONTINUATION OF ANY FURTHER STAKING OR CONSTRUCTION WORK.

CLUB CARWASH - FIRESTONE	
STORM PLAN AND PROFILE	
NAME OF APPLICATION:	CLUB CARWASH - FIRESTONE
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	JANUARY 11, 2022
REVISION DATE:	MAY 4, 2022
REVISION DATE:	JUNE 30, 2022
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 19 OF 29	

Galloway

5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

COPYRIGHT
THESE PLANS ARE AN INSTRUMENT OF SERVICE
AND ARE THE PROPERTY OF GALLOWAY, AND MAY
NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED
WITHOUT THE WRITTEN CONSENT OF GALLOWAY.
COPYRIGHTS AND INFRINGEMENTS WILL BE
ENFORCED AND PROSECUTED.



CLUB CARWASH
FDP-23-002

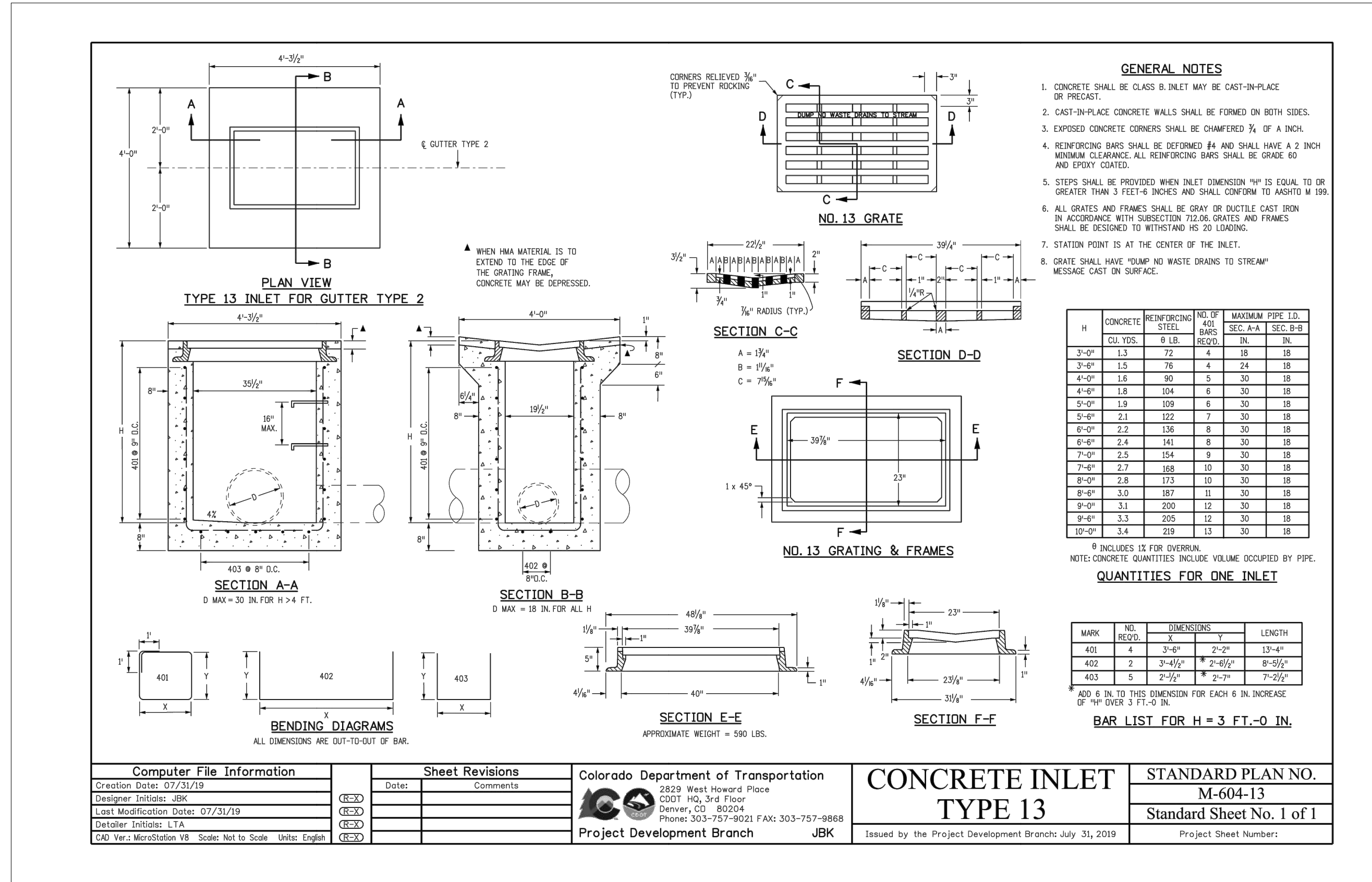
STATE HIGHWAY 119 & FAIRVIEW ST
FIRESTONE, CO

[illegible]

Project No:	CCW000016
Drawn By:	MSJ
Checked By:	JRR
Date:	01/11/2023

STORM PLAN AND PROFILE

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002



Galloway

5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

COPYRIGHT
THESE PLANS ARE AN INSTRUMENT OF SERVICE
AND ARE THE PROPERTY OF GALLOWAY, AND MAY
NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED
WITHOUT THE WRITTEN CONSENT OF GALLOWAY.
COPYRIGHTS AND INFRINGEMENTS WILL BE
ENFORCED AND PROSECUTED.



CLUB CARWASH
FDP-23-002

STATE HIGHWAY 119 & FAIRVIEW ST
FIRESTONE, CO

[illegible]

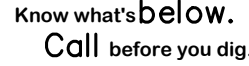
Project No:	CCW000016
Drawn By:	MSJ
Checked By:	JRR
Date:	01/11/2023

STORM DETAILS

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002

BM#181 NAVD 88, ELEVATION = 4927.01

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



PROJECT NO: 05322426 DATE: DECEMBER 16, 2022

THE CONTRACTOR MUST FULLY REVIEW THIS REPORT PRIOR TO CONSTRUCTION. INFORMATION IN THE GEOTECHNICAL REPORT SUPERSEDES ANY CONFLICTING INFORMATION CONTAINED IN THE CONSTRUCTION PLANS AND SPECIFICATIONS. REFER TO GENERAL STRUCTURAL NOTES FOR SPECIFIC SOIL PREPARATION AT SITE STRUCTURES.

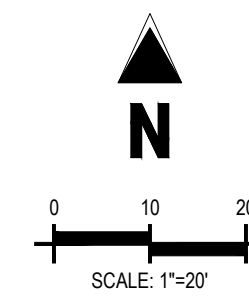
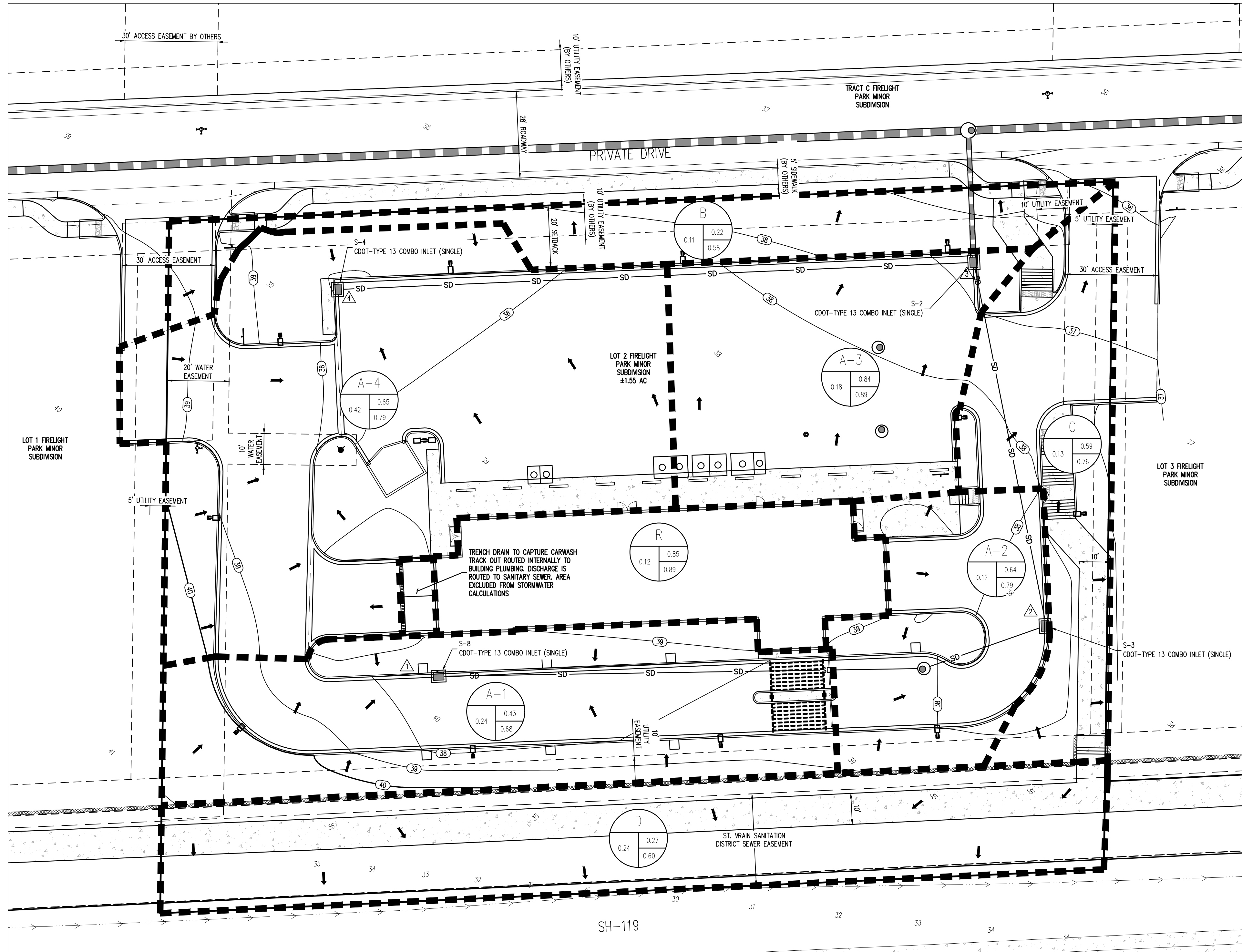
5460	EXISTING MAJOR CONTOUR
52	EXISTING MINOR CONTOUR
5465	PROPOSED MAJOR CONTOUR
56	PROPOSED MINOR CONTOUR
15.00	PROPOSED SPOT ELEVATION
TC	PROPOSED TOP OF CURB ELEVATION
FL	PROPOSED FLOWLINE ELEVATION
FF	FINISHED FLOOR
FG	FINISHED GRADE
EG	EXISTING GRADE
ME	MATCH EXISTING
CO	CURB OPENING
TBC	CURB TOP BACK

————— PROPERTY BOUNDARY LINE
 ——— ADJACENT PROPERTY BOUNDARY LINE
 - - - - - EXISTING EASEMENT LINE
 - · - · - · PROPOSED EASEMENT LINE
 ——— PROPOSED FLOWLINE
 ===== PROPOSED CURB AND GUTTER
 ===== EXISTING CURB AND GUTTER
 ——— SD ——— EXISTING STORM SEWER (LESS THAN 12")
 ——— SD ——— PROPOSED STORM SEWER (LESS THAN 12")
 [Patterned Box] PROPOSED STORM SEWER (12" & LARGER)
 [Manhole Symbol] EXISTING STORM SEWER MANHOLE
 [Manhole Symbol] PROPOSED STORM SEWER MANHOLE
 → DRAINAGE FLOW ARROW
 [Triangle Symbol] DRAINAGE DESIGN POINT

[Circle Diagram] BASIN DESIGNATION
 100 — 5-YEAR RUNOFF COEFFICIENT
 0.00 — 100-YEAR RUNOFF COEFFICIENT
 [Shaded Area] BASIN AREA IN ACRES

1. RUNOFF FROM BASIN R-1 WILL CONVERGE TO BASIN A-1. THE RUNOFF WILL FLOW INTO THE TYPE 13 INLET, DESIGNATED AS DESIGN POINT 1, AND FROM THERE BE CONVEYED TO THE DETENTION POND EAST OF THE SITE.

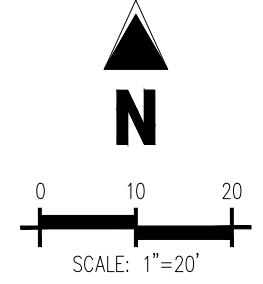
BASIN SUMMARY TABLE						
Tributary Sub-basin	Area (acres)	C _s	C ₁₀₀	t _c (min)	Q _s (cfs)	Q ₁₀₀ (cfs)
A-1	0.24	0.43	0.68	11.98	0.3	1.1
A-2	0.12	0.64	0.79	6.85	0.3	0.8
A-3	0.18	0.84	0.89	5.57	0.5	1.4
A-4	0.42	0.65	0.79	9.14	0.8	2.5
B	0.11	0.22	0.58	11.63	0.1	0.4
C	0.13	0.59	0.76	9.78	0.2	0.8
D	0.24	0.27	0.60	11.69	0.2	1.0
R	0.12	0.85	0.89	5.00	0.4	1.0



CLUB CARWASH - FIRESTONE	
PROPOSED DRAINAGE PLAN	
NAME OF APPLICATION:	CLUB CARWASH - FIRESTONE
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	JANUARY 11, 2023
REVISION DATE:	MAY 4, 2023
REVISION DATE:	JUNE 30, 2023
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 21 OF 29	

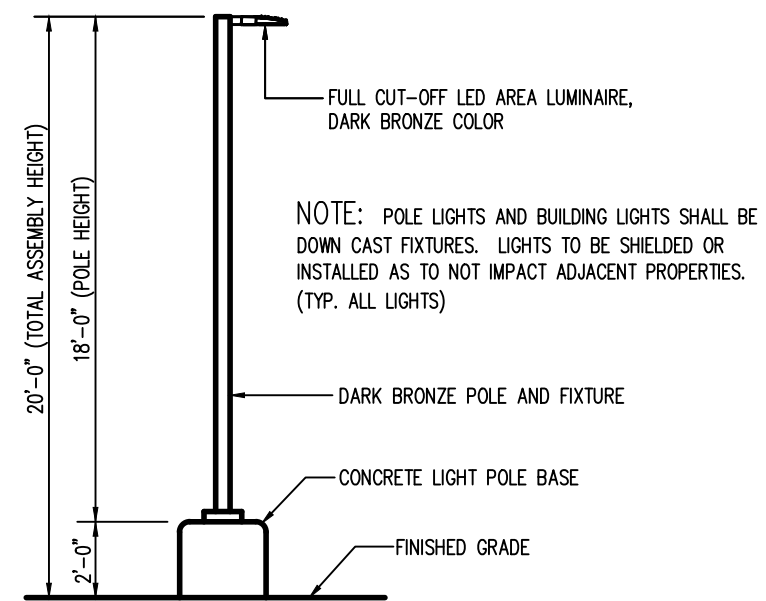
21

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002



LUMINAIRE SCHEDULE									
MARK	SYMBOL	QTY	LAMP	HEIGHT	LF	LUMENS	WATTS	MODEL #	DESCRIPTION
WP		8	LED	11'-4" / 14'-0" WALL	1.0	1,755	27	4425BK-28-4K	RP LIGHTING, 4" LED ARCHITECTURAL CYLINDER, 27 WATT, DOWN LIGHT ONLY, 4000K CCT, BLACK COLOR
F		8	LED	6'-0" WALL	1.0	2,710	25.5	XTOR3B-W-BK	COOPER, CROSSTOUR LED WALL SCONCE, 4000 CCT, BLACK COLOR
F1		11	LED	20'-0" POLE	1.0	6,963	57	GALN-SA1C-740-U-SL4-BK	COOPER GALLEON II LED AREA/SITE LUMINAIRE, 600mA DRIVE, BLACK COLOR, 4000K CCT, SEE BELOW FOR MOUNTING
F2		1	LED	20'-0" POLE	1.0	6,963	57	(2)-GALN-SA1C-740-U-SL4-BK	COOPER GALLEON II LED AREA/SITE LUMINAIRE, 600mA DRIVE, BLACK COLOR, 4000K CCT, SEE BELOW FOR MOUNTING

LABEL	UNITS	AVG	MAX	MIN
PARKING, DRIVES, TRASH AREA	FC	2.28	11.4	0.9
BUILDING SURROUNDS	FC	2.80	5.9	1.0



2 AREA LIGHT DETAIL
SCALE: NOT TO SCALE

Galloway

5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

COPYRIGHT
THESE PLANS ARE AN INSTRUMENT OF SERVICE
AND ARE THE PROPERTY OF GALLOWAY, AND MAY
NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED
WITHOUT THE WRITTEN CONSENT OF GALLOWAY.
COPYRIGHTS AND INFRINGEMENTS WILL BE
ENFORCED AND PROSECUTED.



CLUB CARWASH
FDP-23-002

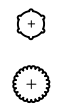
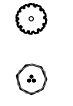
STATE HIGHWAY 119 & FAIRVIEW ST
FIRESTONE, CO

[illegible]

Project No:	CCW000016
Drawn By:	MSJ
Checked By:	JRR
Date:	01/11/2023

PHOTOMETRIC SITE PLAN

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002

PLANT SCHEDULE										
	<u>DECIDUOUS TREES</u>	<u>CODE</u>	<u>QTY</u>	<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>	<u>CONT.</u>	<u>CAL / SIZE</u>	<u>HT. X SPD.</u>	<u>WATER USE</u>	<u>LIGHT REQ.</u>
	ACGR	2	BIGTOOTH MAPLE	ACER GRANDIDENTATUM	B&B	2" CAL	30' X30'	MODERATE		SUN/PART SHADE
	CASP	4	NORTHERN CATALPA	CATALPA SPECIOSA	B&B	2" CAL	50' X30'	LOW		SUN
	GLIS	3	SKYLINE HONEY LOCUST	GLEDTISIA TRIACANTHOS INERMIS 'SKYLINE'	B&B	2" CAL	50' X30'	LOW		SUN
	GYDE	1	KENTUCKY COFFEETREE 'ESPRESSO'	GYMNOCLADUS DIOICA 'ESPRESSO'	B&B	2" CAL	50' X35'	LOW		SUN
	TICO	3	LITTLELEAF LINDEN	TILIA CORDATA	B&B	2" CAL	40' X30'	MODERATE		SUN/PART SHADE
	<u>EVERGREEN TREES</u>	<u>CODE</u>	<u>QTY</u>	<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>	<u>CONT.</u>	<u>CAL / SIZE</u>	<u>HT. X SPD.</u>	<u>WATER USE</u>	<u>LIGHT REQ.</u>
	PIGL	8	BLACK HILLS WHITE SPRUCE	PICEA GLAUCA 'DENSATA'	B&B	2" CAL	20' X10'	MODERATE		SUN
	PIFL	4	VANDERWOLF'S PYRAMID LIMBER PINE	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	B&B	6" HT	50' X30'	LOW		SUN/PART SHADE
	<u>UPRIGHT JUNIPERS</u>	<u>CODE</u>	<u>QTY</u>	<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>	<u>CONT.</u>	<u>HT. X SPD.</u>	<u>WATER USE</u>	<u>LIGHT REQ.</u>	
	JUMB	6	WICHITA BLUE JUNIPER	JUNIPERUS SCOPULORUM 'WICHITA BLUE'	#5 CONT.	20' X5'	VERY LOW	SUN		
	<u>DECIDUOUS SHRUBS</u>	<u>CODE</u>	<u>QTY</u>	<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>	<u>CONT.</u>	<u>HT. X SPD.</u>	<u>WATER USE</u>	<u>LIGHT REQ.</u>	
	POFT	35	TANGERINE POTENTILLA	POTENTILLA FRUTICOSA 'TANGERINE'	#5 CONT.	2' X3'	LOW	SUN/PART SHADE		
	PBEP	14	PAWNEE BUTTES SAND CHERRY	PRUNUS BESSEYI 'P0115' TM	#5 CONT.	1.5' X6'	VERY LOW	SUN		
	RIAL	6	ALPINE CURRANT	RIBES ALPINUM	#5 CONT.	5' X5'	LOW	SUN/PART SHADE		
	SPUG	11	GOLDFLAME JAPANESE SPIREA	SPIRAEA JAPONICA 'GOLDFLAME'	#5 CONT.	3' X2'	LOW	SUN/PART SHADE		
	SYPA	27	MISS KIM KOREAN LILAC	SYRINGA PATULA 'MISS KIM'	#5 CONT.	5' X5'	VERY LOW	SUN/PART SHADE		
	<u>EVERGREEN SHRUBS</u>	<u>CODE</u>	<u>QTY</u>	<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>	<u>CONT.</u>	<u>HT. X SPD.</u>	<u>WATER USE</u>	<u>LIGHT REQ.</u>	
	CYSC	17	MOONLIGHT BROOM	CYTISUS SCOPARIUS 'MOONLIGHT'	#5 CONT.	5' X6'	VERY LOW	SUN/PART SHADE		
	JNHC	51	BLUE CHIP JUNIPER	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	#5 CONT.	10' X6'	VERY LOW	SUN/PART SHADE		
	<u>ORNAMENTAL GRASSES</u>	<u>CODE</u>	<u>QTY</u>	<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>	<u>CONT.</u>	<u>HT. X SPD.</u>	<u>WATER USE</u>	<u>LIGHT REQ.</u>	
	HESE	9	BLUE AVENA	HELICTOTRICHON SEMPERVIRENS	#1 CONT.	2.5' X2.5'	VERY LOW	SUN/PART SHADE		
	<u>MULCH</u>	<u>CODE</u>	<u>QTY</u>	<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>	<u>TYPE</u>				
	RMULCH	15,012 SF	3/4" ROCK COBBLE MULCH	3/4" ROCK COBBLE MULCH	MULCH					
	<u>SOD/SEED</u>	<u>CODE</u>	<u>QTY</u>	<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>	<u>TYPE</u>				
	SOD4	4,623 SF	COLORADO BLUE BUFFALO SOD	COLORADO BLUE BUFFALO SOD	SOD					

1. THE LANDSCAPE CONTRACTOR IS REQUIRED TO CONTACT THE COUNTY PUBLIC WORKS DEPARTMENT, AND ANY OTHER PUBLIC OR PRIVATE AGENCY NECESSARY FOR UTILITY LOCATION PRIOR TO ANY CONSTRUCTION.
2. THIS DRAWING IS A PART OF A COMPLETE SET OF BID DOCUMENTS, SPECIFICATIONS, ADDITIONAL DRAWINGS, AND EXHIBITS. UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ACTUAL LOCATIONS OF UTILITIES ON SITE, AND REVIEWING ALL RELATED DOCUMENTS.
3. THE LOCATION OF THE ALL UNDERGROUND UTILITIES ARE LOCATED ON THE ENGINEERING DRAWINGS FOR THIS PROJECT. THE MOST CURRENT REVISION IS HERE IN MADE PART OF THIS SET OF UNDERGROUND UTILITIES EXIST THROUGHOUT THIS SITE AND MUST BE LOCATED PRIOR TO ANY CONSTRUCTION ACTIVITY. WHERE UNDERGROUND UTILITIES EXIST, FIELD ADJUSTMENT MAY BE NECESSARY AND MUST BE APPROVED BY A REPRESENTATIVE OF THE OWNER. NEITHER THE OWNER NOR THE LANDSCAPE ARCHITECT ASSUMES ANY RESPONSIBILITY WHATSOEVER, IN THE EVENT THE CONTRACTOR LOSES ACCURACY IN LOCATING THE INDICATED PLANT MATERIAL, AND UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED WITHOUT REFERRING THE ABOVE MENTIONED DOCUMENTS.

CLUB CARWASH - FIRESTONE	
LANDSCAPE PLAN	
NAME OF APPLICATION:	CLUB CARWASH - FIRESTONE
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	JANUARY 11, 2023
REVISION DATE:	MAY 4, 2023
REVISION DATE:	JUNE 30, 2023
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 24 OF 29	

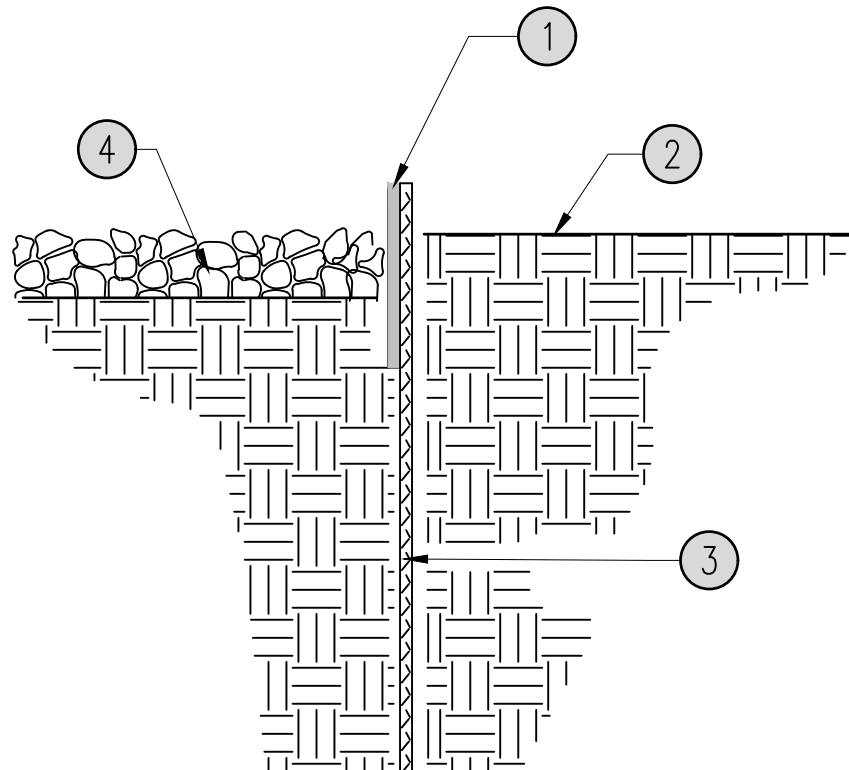
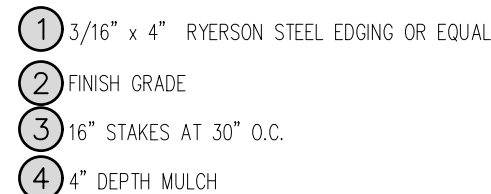
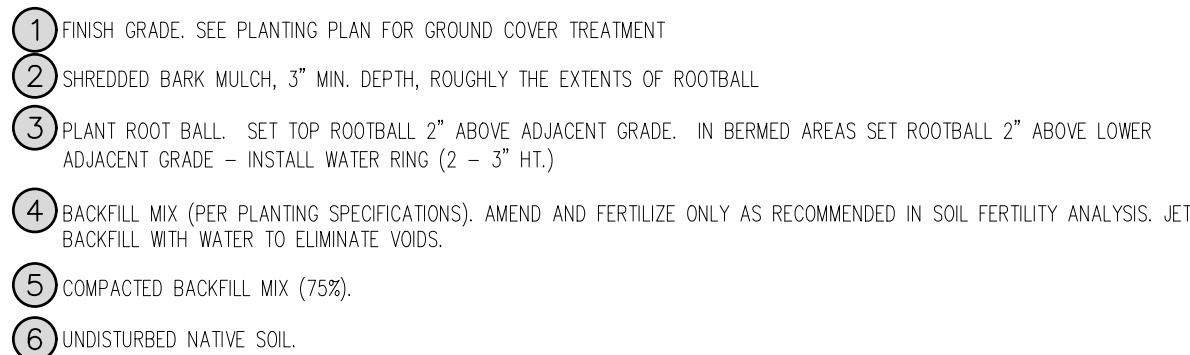
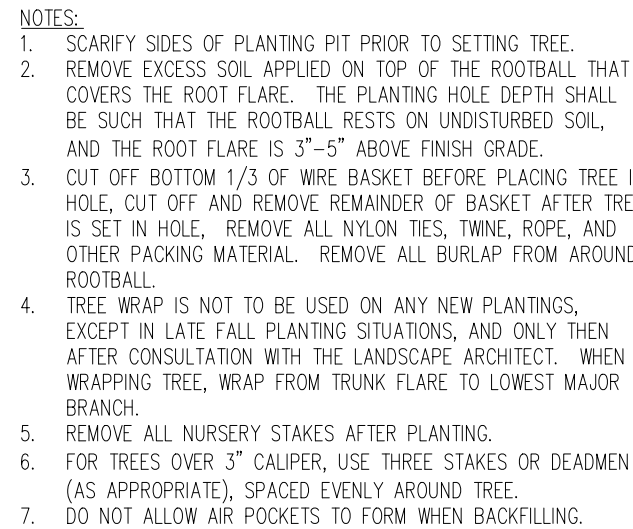


STATE HIGHWAY 119 & FAIRVIEW ST
FIRESTONE, CO

Project No:	CCW000016
Drawn By:	KES
Checked By:	EN
Date:	01/11/2023

LANDSCAPE PLAN

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002



STEEL EDGE
N.T.S.

GENERAL

4. ALL WORK SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES, STANDARDS, AND SPECIFICATIONS.
5. LANDSCAPE DESIGN IS DIAGRAMMATIC IN NATURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN TAKEOFFS AND QUANTITY CALCULATIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE LANDSCAPE LEGEND, THE PLAN QUANTITY AS SHOWN ON THE PLAN SHALL TAKE PRECEDENCE AND NOTIFY THE LANDSCAPE ARCHITECT OF THESE DISCREPANCIES. MINOR ADJUSTMENTS TO THE LANDSCAPE MATERIAL AND LOCATIONS MAY BE PROPOSED FOR CITY CONSIDERATION AT THE CONSTRUCTION DOCUMENT STAGE TO RESPOND TO MARKET AND FIELD CONDITIONS. HOWEVER, THERE SHALL BE NO REDUCTION IN THE NUMBER AND SIZE OF MATERIALS.
6. CONTRACTOR SHALL MAKE HIMSELF AWARE OF THE LOCATIONS OF EXISTING AND PROPOSED UTILITIES, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE UTILITIES AND/OR ANY INJURY TO ANY PERSON. THIS DRAWING IS PART OF A COMPLETE SET OF CONTRACT DOCUMENTS. UNDER NO CIRCUMSTANCES SHOULD THIS PLAN BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ACTUAL LOCATIONS OF UTILITIES ON SITE AND REVIEW ALL RELATED PLANS AND DOCUMENTS.
7. ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT.
8. THE CONTRACTOR SHALL TAKE EXTREME CARE NOT TO DAMAGE ANY EXISTING PLANTS INDICATED AS "TO REMAIN". ANY SUCH PLANTS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH THE SAME SPECIES, SIZE, AND QUANTITY AT THE CONTRACTOR'S OWN EXPENSE, AND AS ACCEPTABLE TO THE OWNER. REFER TO THE TREE PROTECTION NOTES ON THE PLANS (AS APPLICABLE).
9. LANDSCAPE CONTRACTOR SHALL EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE GENERAL CONTRACTOR IN WRITING OF UNSATISFACTORY CONDITIONS. IF SITE CONDITIONS OR PLANT AVAILABILITY REQUIRE CHANGES TO THE PLAN, THEN AN APPROVAL WILL BE OBTAINED FROM THE CITY. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
10. ALL CONSTRUCTION DEBRIS AND MATERIAL SHALL BE REMOVED AND CLEANED OUT PRIOR TO INSTALLATION OF TOPSOIL, TREES, SHRUBS, AND TURF.
11. FOR ALL INFORMATION ON SURFACE MATERIAL OF WALKS, DRIVES, AND PARKING LOTS, SEE THE SITE PLAN. SEE PHOTOMETRIC PLAN FOR FREE STANDING LIGHTING INFORMATION.
12. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
13. WINTER WATERING SHALL BE AT THE EXPENSE OF THE CONTRACTOR UNTIL SUCH TIME AS FINAL ACCEPTANCE IS RECEIVED.
14. ALL LANDSCAPE CONSTRUCTION PRACTICES, WORKMANSHIP, AND ETHICS SHALL BE IN ACCORDANCE WITH INDUSTRY STANDARDS SET FORTH IN THE CONTRACTORS HANDBOOK PUBLISHED BY THE COLORADO LANDSCAPE CONTRACTORS ASSOCIATION.
15. LANDSCAPE AND IRRIGATION WORK SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY.

FINISH GRADING AND SOIL PREPARATION

13. CONTRACTOR SHALL CONSTRUCT AND MAINTAIN FINISH GRADES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND TO BE PONDING WATER. ANY DISCREPANCIES OR DISAGREEMENTS ARISE BETWEEN THE GEOTECHNICAL REPORT, THE GRADING PLANS, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.
14. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, IT IS RECOMMENDED THAT THE CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: GENERAL SOIL FERTILITY, PH, ORGANIC MATTER CONTENT, SALT (GEC), LIM, SODIUM ADSORPTION RATIO (SAR), AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL. CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
15. THE CONTRACTOR SHALL RECOMMEND INSTALLATION OF SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT FOR THE THE OWNER/OWNER'S REPRESENTATIVE CONSIDERATION.
16. AT A MINIMUM, ALL TOPSOIL SHALL BE AMENDED WITH NITROGEN TESTED ORGANIC AMENDMENT COMPOST AT A RATE OF 5.0 CUBIC YARDS AND AMMONIUM PHOSPHATE 16-20-4 AT A RATE OF 15 POUNDS PER THOUSAND SQUARE FEET OF LANDSCAPE AREA. COMPOST SHALL BE MECHANICALLY INTEGRATED INTO THE TOP 6" OF SOIL BY MEANS OF ROTOTILLAGE AFTER

CROSS-RIPPING. GROUND COVER & PERENNIAL BED AREAS SHALL BE AMENDED AT A RATE OF 8 CUBIC FEET PER THOUSAND SQUARE FEET OF NITROGEN STABILIZED ORGANIC AMENDMENT AND 10 LBS. OF 12-12-12 FERTILIZER PER CU. YD., ROTOTILLED TO A DEPTH OF 8" NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED FOR ORGANIC AMENDMENTS.

PLANTING

17. ALL DECIDUOUS TREES SHALL HAVE FULL, WELL-SHAPED HEADS/ALL EVERGREENS SHALL BE UNSHEARED AND FULL TO THE GROUND; UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
18. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT SHALL BE THE SOLE JUDGE AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
19. ALL TREES SHALL BE GUYED AND WOOD STAKED AS PER DETAILS. NO "T-STAKES" SHALL BE USED FOR TREES.
20. ALL PLANT MATERIALS SHALL BE TRUE TO TYPE, SIZE, SPECIES, QUALITY, AND FREE OF INJURY, BROKEN ROOT BALLS, PESTS, AND DISEASES, AS WELL AS CONFORM TO THE MINIMUM REQUIREMENTS DESCRIBED IN THE "AMERICAN STANDARD FOR NURSERY STOCK". FOLLOW GREENCO TRE PLANTING RECOMMENDATIONS FOR MINIMUM QUALITY REQUIREMENTS FOR TREES.
21. ALL TREE AND SHRUB BED LOCATIONS ARE TO BE STAKED OUT ON SITE FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
22. ALL TREES PLANTED ADJACENT TO PUBLIC AND/OR PEDESTRIAN WALKWAYS SHALL BE PRUNED CLEAR OF ALL BRANCHES BETWEEN GROUND AND A HEIGHT OF EIGHT (8) FEET FOR THAT PORTION OF THE PLAN LOCATED OVER THE SIDEWALK AND/OR ROAD.
23. ALL PLANT MATERIAL SHALL NOT BE PLANTED PRIOR TO INSTALLATION OF TOPSOIL.
24. ALL PLANT BEDS SHALL BE CONTAINED WITH STEEL EDGER. STEEL EDGER IS NOT REQUIRED ALONG CURBS, WALKS OR BUILDING FOUNDATIONS. ALL EDGING SHALL OVERLAP AT JOINTS A MINIMUM OF 6-INCHES, AND SHALL BE FASTENED WITH A MINIMUM OF 4 PINS PER EACH 10-FOOT SECTION. THE TOP OF ALL EDGING MATERIAL SHALL BE A ROLLED TOP AND 1/2 INCH ABOVE THE FINISHED GRADE OF ADJACENT LAWN OR MULCH AREAS. COLOR: BLACK.
25. THE DEVELOPER, HIS SUCCESSOR, OR ASSIGNEE SHALL BE RESPONSIBLE FOR ESTABLISHING AND CONTINUING A REGULAR PROGRAM OF MAINTENANCE FOR ALL LANDSCAPED AREAS. SEE LANDSCAPE GUARANTEE AND MAINTENANCE NOTE.
26. A 3-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF ALL FIRE HYDRANTS.
27. LANDSCAPE CONTRACTOR TO SUBMIT SAMPLES OF MISCELLANEOUS LANDSCAPING MATERIAL TO THE LANDSCAPE ARCHITECTS AND OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION, I.E.: MULCH, EDGER, LANDSCAPE FABRIC, ETC.

MULCHING

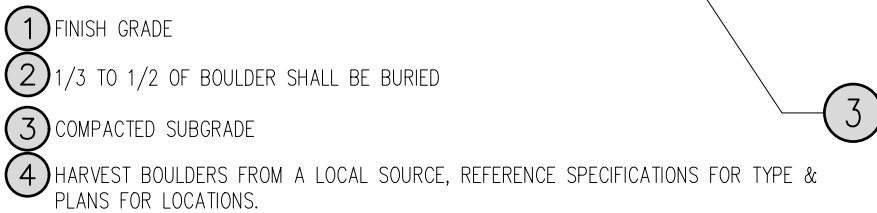
28. AFTER ALL PLANTING IS COMPLETE, THE CONTRACTOR SHALL INSTALL A MINIMUM 4" THICK LAYER OF MULCH AS SPECIFIED IN THE PLANTING LEGEND. INSTALL A 4" THICK RING OF DOUBLE SHREDDED CEDAR BARK MULCH AROUND ALL PLANT MATERIAL. IN ROCK MULCH BEDS WHERE LANDSCAPING IS SHOWN ON THE PLANS, WOOD MULCH RING SIZE SHALL BE THE CONTAINER SIZE OF THE SHRUBS, PERENNIALS, AND ORNAMENTAL GRASSES. TREE RING SIZE SHALL BE GREEN INDUSTRIES OF COLORADO INDUSTRY STANDARD WIDTH.
29. ALL MULCH SHALL BE HARVESTED IN A SUSTAINABLE MANNER FROM A LOCAL SOURCE.
30. INSTALL DEWITT PRO-5 WEED BARRIER FABRIC UNDER ALL ROCK MULCH SHRUB BEDS SPECIFIED ON THE PLANS ONLY. NO LANDSCAPE FABRIC SHALL BE USED IN WOOD MULCH AREAS. NO PLASTIC WEED BARRIERS SHALL BE SPECIFIED.
31. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.
32. ALL PLANTING AREAS WITH LESS THAN A 4:1 GRADIENT SHALL RECEIVE A LAYER OF MULCH, TYPE AND DEPTH PER PLANS. SUBMIT 1 CUBIC FOOT SAMPLE OF MULCH (ONE SAMPLE PER TYPE) TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL PLANTING AREAS EXCEPT SLOPES 4:1 OR STEEPER, OR AS OTHERWISE DENOTED ON THE PLAN. ABSOLUTELY NO EXPOSED GROUND SHALL REMAIN IN AREAS TO RECEIVE MULCH AFTER MULCH HAS BEEN INSTALLED.
33. ALL PLANTING AREAS ON SLOPES OVER 4:1 SHALL RECEIVE COCONUT FIBER EROSION CONTROL NETTING FROM ROLLS. NETTING SHALL BE WCT-125, AS MANUFACTURED BY NORTH AMERICAN GREEN (OR EQUAL). INSTALL AND STAKE PER MANUFACTURER'S SPECIFICATIONS. SEE ALSO THE CIVIL ENGINEER'S EROSION CONTROL PLAN.

IRRIGATION CONCEPT

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE WATER SOURCE IF APPLICABLE.
3. ALL NON-TURF/SEED PLANTED AREAS WILL BE DRIP IRRIGATED. TURF SOD/SEED SHALL RECEIVE POP-UP SPRAY IRRIGATION FOR HEAD TO HEAD COVERAGE.
4. ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND SMART MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

LANDSCAPE GUARANTEE AND MAINTENANCE

1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S ACCEPTANCE. THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE, ANY PLANTINGS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
2. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A NEAT, CLEAN, AND HEALTHY CONDITION FOR A PERIOD OF 90 DAYS. THIS SHALL INCLUDE PROPER PRUNING, MOVING, AND AERATION OF TREES, WEEDING, REPLACEMENT OF MULCH, REMOVAL OF LITTER, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. IRRIGATION SHALL BE MAINTAINED IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON AND TO MAXIMIZE WATER CONSERVATION. IF SITE OPENS DURING WINTER, TO AVOID FREEZE DAMAGE ON PLANTINGS, THE 90 DAYS SHOULD BEGIN AFTER ACCEPTANCE OF THE WORK.
3. DURING THE LANDSCAPE MAINTENANCE PERIOD, THE LANDSCAPE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES IN ALL LANDSCAPE AREAS AT THE MINIMUM SLOPE SPECIFIED IN THE GEOTECHNICAL REPORT. LANDSCAPE AREAS WHICH DO NOT CREATE A POSITIVE DRAINAGE FOR THE ENTIRE SITE SHOULD BE LEAVING A PONDING POTENTIAL AND BLEND IN WITH THE SURROUNDING GRADES. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GEOTECHNICAL REPORT, THE GRADING PLAN, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.



UTILITY NOTES

1. THE LANDSCAPE CONTRACTOR IS REQUIRED TO CONTACT THE COUNTY PUBLIC WORKS DEPARTMENT, AND ANY OTHER PUBLIC OR PRIVATE AGENCY NECESSARY FOR UTILITY LOCATION PRIOR TO ANY CONSTRUCTION.
2. THIS DRAWING IS A PART OF A COMPLETE SET OF BID DOCUMENTS, SPECIFICATIONS, ADDITIONAL DRAWINGS, AND EXHIBITS. UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ACTUAL LOCATIONS OF UTILITIES ON SITE, AND REVIEWING ALL RELATED DOCUMENTS.
3. THE LOCATION OF THE ALL UNDERGROUND UTILITIES ARE LOCATED ON THE ENGINEERING DRAWINGS FOR THIS PROJECT. THE MOST CURRENT REVISION IS HERE IN MADE PART OF THIS SET OF DRAWINGS. UTILITIES EXIST THROUGHTOUT THIS SITE AND MUST BE LOCATED PRIOR TO ANY CONSTRUCTION ACTIVITY. WHERE UNDERGROUND UTILITIES EXIST, FIELD ADJUSTMENT MAY BE NECESSARY AND MUST BE APPROVED BY A REPRESENTATIVE OF THE OWNER. NEITHER THE OWNER NOR THE LANDSCAPE ARCHITECT ASSUMES ANY RESPONSIBILITY WHATSOEVER, IN RESPECT TO THE CONTRACTORS ACCURACY IN LOCATING THE INDICATED PLANS, MATERIAL, AND UNDER ANY CIRCUMSTANCES SHOULD THESE PLANS BE USED WITHOUT REFERRING THE ABOVE MENTIONED DOCUMENTS.

CAUTION
UTILITIES EXIST WITHIN CONSTRUCTION
LIMITS. CONTRACTOR IS RESPONSIBLE
FOR IDENTIFYING THEIR LOCATION

CLUB CARWASH - FIRESTONE	
LANDSCAPE NOTES AND DETAILS	
NAME OF APPLICATION:	CLUB CARWASH - FIRESTONE
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	JANUARY 11, 2023
REVISION DATE:	MAY 4, 2023
REVISION DATE:	JUNE 30, 2023
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 25 OF 29	

5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

COPYRIGHT

THESE PLANS ARE AN INSTRUMENT OF SERVICE
AND ARE THE PROPERTY OF GALLOWAY, AND MAY
NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED
WITHOUT THE WRITTEN CONSENT OF GALLOWAY.
COPYRIGHTS AND INFRINGEMENTS WILL BE
ENFORCED AND PROSECUTED.



CLUB CARWASH
FDP-23-002

STATE HIGHWAY 119 & FAIRVIEW ST
FIRESTONE, CO

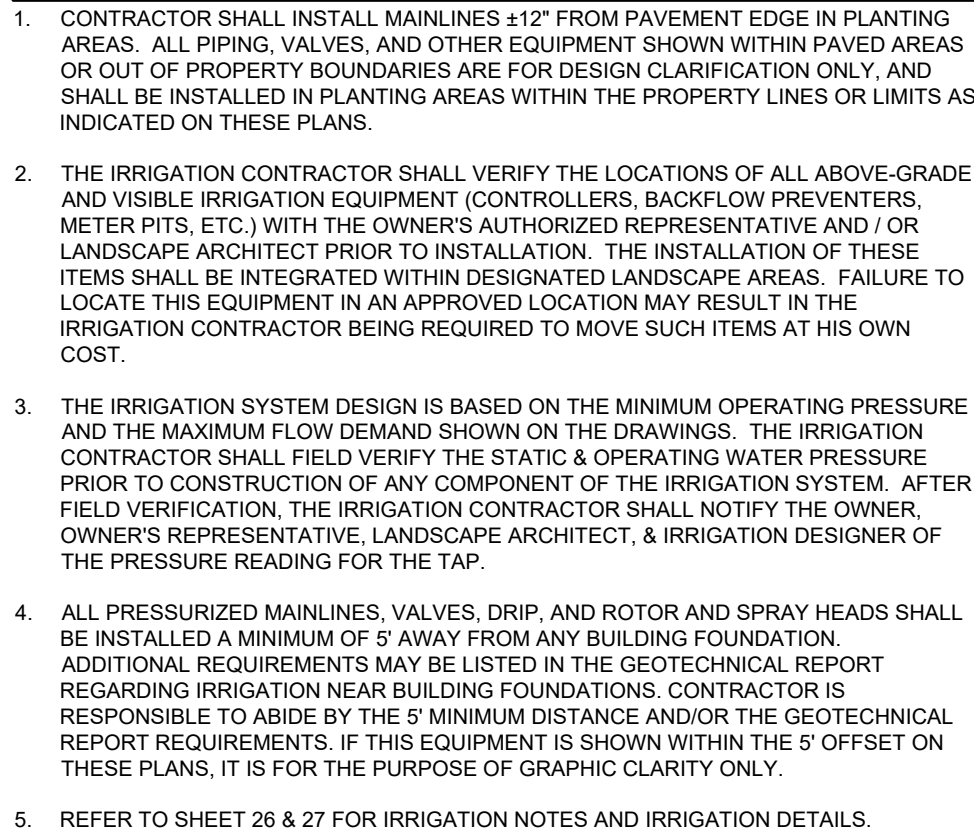
[illegible]

Project No:	CCW000016
Drawn By:	KES
Checked By:	EN
Date:	01/11/2023

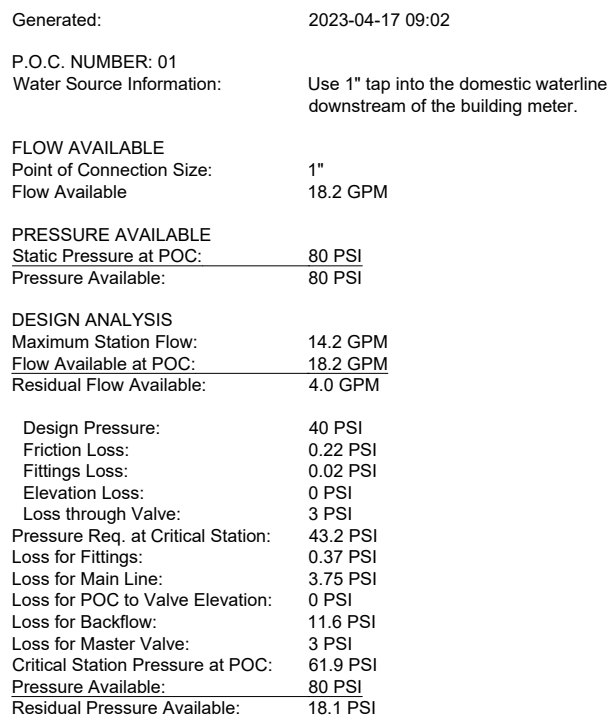
LANDSCAPE NOTES AND
DETAILS

25

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002



1. THE LANDSCAPE CONTRACTOR IS REQUIRED TO CONTACT THE TOWN PUBLIC WORKS DEPARTMENT, AND ANY OTHER PUBLIC OR PRIVATE AGENCY NECESSARY FOR UTILITY LOCATION PRIOR TO ANY CONSTRUCTION.
2. UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ACTUAL LOCATIONS OF UTILITIES ON SITE, AND REVIEWING ALL RELATED DOCUMENTS.
3. THE LOCATION OF THE ALL UNDERGROUND UTILITIES ARE LOCATED ON THE ENGINEERING DRAWINGS FOR THIS PROJECT. THE MOST CURRENT REVISIONS WHERE IN MADE PART OF THIS DOCUMENT. UNDERGROUND UTILITIES EXIST THROUGHOUT THIS SITE AND MUST BE LOCATED PRIOR TO ANY CONSTRUCTION ACTIVITY. WHERE UNDERGROUND UTILITIES EXIST, FIELD ADJUSTMENT MAY BE NECESSARY AND MUST BE APPROVED BY A REPRESENTATIVE OF THE OWNER. NEITHER THE OWNER NOR THE LANDSCAPE ARCHITECT ASSUMES ANY RESPONSIBILITY WHATSOEVER, IN RESPECT TO THE CONTRACTORS ACCURACY IN LOCATING THE INDICATED PLANT MATERIAL, AND UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED WITHOUT REFERRING THE ABOVE MENTIONED DOCUMENTS.



NUMBER	MODEL	SIZE	TYPE	GPM
A1	HUNTER ICZ-101-25-LF	1"	AREA FOR DRIP EMITTERS	2.56
A2	HUNTER ICV-G-FS	1"	TURF ROTARY	14.2
A3	HUNTER ICZ-101-25-LF	1"	AREA FOR DRIP EMITTERS	2.54
A4	HUNTER ICZ-101-25-LF	1"	AREA FOR DRIP EMITTERS	2.2
A5	HUNTER ICV-G-FS	1"	TURF ROTARY	8.8
A6	HUNTER ICV-G-FS	1"	TURF ROTARY	13.08

STATIC PRESSURE: +/- 80 PSI SIZE OF TAP: 1"

- * USE 1" TAP AND SADDLE INTO THE DOMESTIC WATER LINE AFTER THE METER.
- * 1" TYPE K COPPER SERVICE FROM THE TAP THROUGH THE IRRIGATION BACKFLOW, TO THE MASTER VALVE.
- * CONTRACTOR SHALL PROVIDE LOCATION OF THE EQUIPMENT, IN FIELD WITH OWNER OR OWNER'S AUTHORIZED REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT.
- * SEE DRAWING OF CONNECTION DIAGRAM. THIS SHEET, FOR THE IRRIGATION SYSTEM EQUIPMENT CONFIGURATION.
- * THE IRRIGATION CONTRACTOR SHALL FIELD VERIFY THE STATIC & OPERATING WATER PRESSURE SHOWN ABOVE THE MASTER VALVE. IF THE LOCATION OF THE EQUIPMENT, THE CONTRACTOR MUST TEST WATER PRESSURE AND CONTACT THE LANDSCAPE ARCHITECT WITH THE RESULTS TO ENSURE SYSTEM WILL BE OPERATIONAL.
- * SEE GENERAL IRRIGATION NOTES FOR ADDITIONAL INFORMATION.
- * THE IRRIGATION WHURFURY TO THE IRRIGATION SYSTEM EXCEEDS 100 PSI. THE IRRIGATION CONTRACTOR SHALL INSTALL A PRESSURE REDUCING / REGULATING VALVE (PRV) TO LIMIT THE WATER TO 80 PSI MAXIMUM. WHEN PRV IS NOT OPERATIONAL, THE IRRIGATION CONTRACTOR SHALL INSTALL A BOOSTER PUMP TO A MINIMUM PRESSURE OF 80 PSI.

- ONE (1) 12 STATION CONTROLLER, SEE LEGEND.
- SIX (6) OPEN STATIONS FOR FUTURE EXPANSION.
- STATION RUN ORDER SHALL MATCH PLANS.
- LOCATE CONTROLLER IN THE UTILITY CLOSET AS SPECIFIED ON THE BUILDING PLANS. VERIFY LOCATION WITH OWNER OR REPRESENTATIVE.
- 120 VAC POWER TO CONTROLLER LOCATION SHALL BE PROVIDED BY OTHERS. HOOK-UP OF CONTROLLERS TO 120 VAC SHALL BE PERFORMED BY THE LANDSCAPE CONTRACTOR.
- CONDUIT FROM INSIDE THE BUILDING TO EXTERIOR IRRIGATION SYSTEM SHALL BE PROVIDED BY OTHERS.

IN ADDITION TO PROVIDING SLEEVES FOR ALL PIPING UNDER ROADWAYS AND WALKWAYS, PROVIDE AND INSTALL SCH. 40 PVC SLEEVES FOR ALL CONTROLLER WIRES OCCURRING UNDER ALL ROADWAYS AND WALKWAYS. SLEEVES FOR CONTROLLER WIRES SHALL BE 1-1/2" DIA.

Galloway

5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

THESE PLANS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.



CLUB CARWASH
FDP-23-002

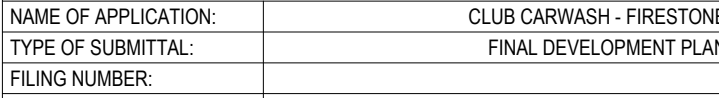
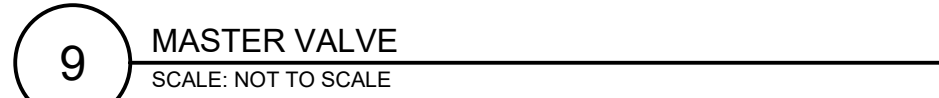
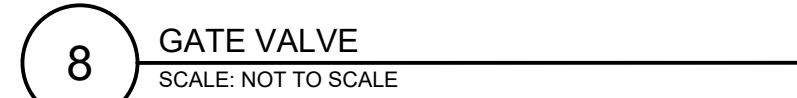
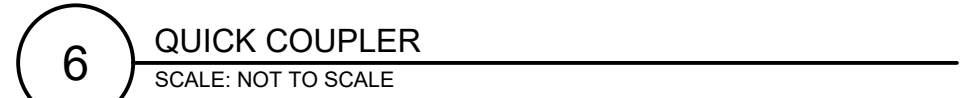
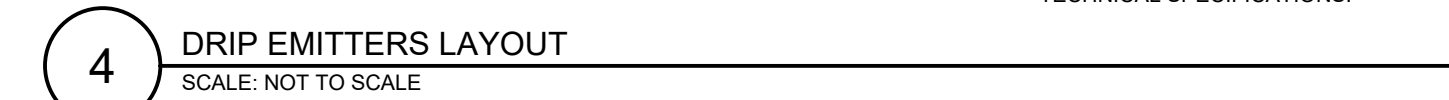
STATE HIGHWAY 119 & FAIRVIEW ST
FIRESTONE CO

[illegible]

Project No:	CCW000016
Drawn By:	EDN
Checked By:	JRW
Date:	01/11/2023

IRRIGATION PLAN

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002



Project No:	CCW000016
Drawn By:	EDN
Checked By:	JRW
Date:	01/11/2023

IRRIGATION DETAILS

CLUB CARWASH

LOT 2, FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
FDP-23-002

GENERAL IRRIGATION NOTES

1. REFER TO SPECIFICATIONS (AS APPROPRIATE) FOR SUBMITTALS, INSPECTIONS AND OTHER APPLICABLE INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A COPY OF THE PROJECT SPECIFICATIONS PRIOR TO BIDDING. THE PROJECT SPECIFICATIONS ARE A PART OF THESE PLANS AND SHALL BE CONSULTED BY THE IRRIGATION CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING WORK AS SPECIFIED IN THE PROJECT SPECIFICATIONS AND ON THE PLANS.
2. THE IRRIGATION CONTRACTOR SHALL MEET WITH THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK, AND SHALL OBTAIN ALL ENGINEERING, LANDSCAPE, AND OTHER APPLICABLE PLANS & DOCUMENTS. CONTRACTOR SHALL THOROUGHLY REVIEW PLANS & REPORT ANY CONFLICTS OR DISCREPANCIES TO OWNER'S REPRESENTATIVE IMMEDIATELY.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, EQUIPMENT QUANTITIES, AND UTILITY LOCATIONS PRIOR TO BEGINNING WORK. DO NOT INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE EXISTED AT THE TIME OF THE IRRIGATION DESIGN PREPARATION. SUCH OBSTRUCTIONS OR DIFFERENCES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNERS AUTHORIZED REPRESENTATIVE AND LANDSCAPE ARCHITECT. IN THE EVENT THIS NOTIFICATION IS NOT GIVEN, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY TO BRING THE SYSTEM TO A PROPER WORKING CONDITION, AND TO THE OWNER'S SATISFACTION.
4. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL GRADE DIFFERENCES, LOCATIONS OF WALLS, RETAINING WALLS, ETC. THE IRRIGATION CONTRACTOR SHALL COORDINATE HIS WORK WITH THE GENERAL CONTRACTOR AND OTHER SUBCONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES THROUGH WALL, UNDER ROADWAY PAVING, ETC.
5. THE CONTRACTOR SHALL MAKE NO SUBSTITUTIONS, DELETIONS, OR ADDITIONS TO THIS PLAN WITHOUT APPROVAL OF THE LANDSCAPE ARCHITECT.
6. SEE CIVIL ENGINEER'S DRAWINGS FOR IRRIGATION POINT OF CONNECTION (TAP) AND DOMESTIC WATER SUPPLY.
7. ALL CONSTRUCTION SHALL CONFORM TO CITY, COUNTY, STATE, AND FEDERAL REQUIREMENTS. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO ENSURE THAT ALL IRRIGATION EQUIPMENT MEETS GOVERNMENT REGULATIONS. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS OR APPROVALS
8. THE IRRIGATION SYSTEM DESIGN IS BASED ON THE MINIMUM OPERATING PRESSURE AND

- THE MAXIMUM FLOW DEMAND SHOWN ON THE POINT OF CONNECTION NOTE TAG(S) ON THE DRAWINGS. THE IRRIGATION CONTRACTOR SHALL FIELD VERIFY THE STATIC & OPERATING WATER PRESSURE PRIOR TO CONSTRUCTION, AND SHALL REPORT ANY DIFFERENCES BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT OF CONNECTION TO THE OWNERS AUTHORIZED REPRESENTATIVE AND LANDSCAPE ARCHITECT. IN THE EVENT PRESSURE DIFFERENCES ARE NOT REPORTED OR PRESSURES HAVE GREATLY CHANGED PRIOR TO THE START OF THE IRRIGATION SYSTEM CONSTRUCTION, THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR RECOMMENDING A SOLUTION AND PROVIDING AN ADD ALTERNATE BID FOR IRRIGATION COSTS.
9. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AVAILABLE WATER PRESSURE EXCEEDS 5 PSI HIGHER OR LOWER THAN AVAILABLE WATER PRESSURE.
 10. NO MORE THAN 90% OF AVAILABLE MINIMUM STATIC WATER PRESSURE WAS USED IN PREPARATION OF THESE PLANS. FURTHERMORE, THE MAXIMUM FLOW THROUGH THE METER SHOULD NOT EXCEED 75% OF THE MAXIMUM SAFE FLOW.
 11. SUPPLY LINE AND METER TO BE PROVIDED BY GENERAL CONTRACTOR. BACKFLOW PREVENTER TO BE PROVIDED BY IRRIGATION CONTRACTOR. IRRIGATION CONTRACTOR'S POINT OF CONNECTION TO BEGIN AFTER THE IRRIGATION WATER METER.
 12. INSTALL ALL MATERIALS AND EQUIPMENT AS SHOWN ON THE PLANS AND DETAILS. NO SUBSTITUTIONS OF EQUIPMENT WILL BE ACCEPTABLE WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT OR THE OWNERS REPRESENTATIVE. THE IRRIGATION CONTRACTOR MAY BE REQUIRED TO REMOVE AND REPLACE ALL UNAPPROVED SUBSTITUTED EQUIPMENT AT HIS OWN COST IF SO DIRECTED BY THE OWNER.
 13. WHEN INSTALLING IRRIGATION PIPE AND EQUIPMENT NEXT TO HARDSCAPE (SUCH AS WALLS, CURBS, OR WALKS), PLACE PIPE AS CLOSE AS POSSIBLE TO HARDSCAPE TO AVOID CONFLICTS WITH PLANTING. REFER TO MAINLINE TRENCHING DETAILS FOR ADDITIONAL INFORMATION.
 14. THE IRRIGATION CONTRACTOR SHALL COORDINATE 120 V A.C. ELECTRICAL POWER TO CONTROLLERS AND DEDICATE ONE (1) 20-AMP BREAKER FOR EACH CONTROLLER. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO MAKE THE FINAL HOOK-UP FROM THE ELECTRICAL SOURCE TO THE CONTROLLER UNIT ONLY.
 15. THE RAIN SENSOR SHALL BE LOCATED NEAR THE IRRIGATION CONTROLLER, AND SHALL BE MOUNTED AS SHOWN ON THE DETAIL AND/OR LEGEND. LOCATE SENSOR AWAY FROM TALL TREES, SHRUBS, AND OTHER POTENTIAL OBSTRUCTIONS.

16. ALL VALVE CONTROL WIRE SHALL BE AWG 14 TYPE UF, 600 VOLT TEST, DIRECT BURIAL. NO SPLICES SHALL BE ALLOWED EXCEPT AT VALVES AND CONTROLLER. WHERE SPLICES MAY BE NECESSARY DUE TO EXCESSIVELY LONG WIRE RUNS, THE CONTRACTOR SHALL MAKE ALL SPLICES IN 6" ROUND VALVE BOXES WITH 3M'S "DBY-DIRECT BURIAL SPLICE KIT". THE CONTRACTOR SHALL LABEL ALL WIRES WITH WATERPROOF TAGS AND MARKERS AT ALL SPLICES AND VALVE MANIFOLDS, AND SHALL LEAVE A 24" COIL OF EXCESS WIRE AT EACH CONNECTION.
17. CONTRACTOR SHALL PROVIDE #10 COMMON WIRE, DIRECT BURIAL, TO ALL REMOTE CONTROL VALVES.
18. CONNECT ALL DIRECT BURIAL WIRES TO VALVES USING 3M'S "DBY-DIRECT BURIAL SPLICE KIT" (UNLESS OTHERWISE SPECIFIED).
19. PROVIDE ADDITIONAL IRRIGATION CONTROL WIRES TO THE AMOUNT OF OPEN ZONES ON THE CONTROLLER ALONG EACH BRANCH OF MAINLINE FOR FUTURE EXPANSION. STUB ADDITIONAL CONTROL WIRES INTO BACK OF IRRIGATION CONTROLLERS.
20. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ALL CONTROL WIRE SLEEVES AND PIPE SLEEVES UNDER PAVED AREAS PRIOR TO PAVING. ELECTRICAL WIRES FOR IRRIGATION VALVES AND IRRIGATION LINES ARE TO BE PLACED IN SEPARATE SLEEVES. ALL SLEEVING SHALL BE PVC SCHEDULE 40 PIPE. SLEEVES FOR MAINLINE AND LATERAL LINES SHALL BE A MINIMUM TWICE THE DIAMETER OF THE ENCLOSED PIPE. SLEEVES FOR CONTROL WIRES SHALL BE AS PER THE SLEEVING / WIRING NOTE AND THE WIRING SLEEVE LEGEND ITEM AS SHOWN ON THESE DRAWINGS.
21. TRENCH BACKFILL MATERIAL SHALL BE FREE OF ROCKS, GLASS, AND OTHER EXTRANEOUS MATERIALS LARGER THAN 1" IN DIAMETER. BACKFILL SHALL BE COMPACTED TO 90% MAXIMUM DRY DENSITY.
22. WHERE VALVES ARE LOCATED IN CLOSE PROXIMITY TO EACH OTHER, CLUSTER VALVES INTO MANIFOLDS. INSTALL NO MORE THAN ONE VALVE PER VALVE BOX.
23. MANUAL DRAIN VALVE, FOR FREEZE PROTECTION, ARE TO BE LOCATED AT ALL LOW POINTS OF IRRIGATION LATERAL LINES. WHERE THE LOW POINT IS AT THE END OF THE LINE, LOCATE DRAIN VALVE A MINIMUM OF 12" DOWNSTREAM FROM THE LAST SPRINKLER HEAD. SEE DETAIL FOR VALVE ORIENTATION.
24. USE TEFLON TAPE ON ALL PVC MALE PIPE THREADS ON ALL SWING JOINT AND VALVE ASSEMBLIES.
25. ALL IRRIGATION HEADS, INCLUDING FIXED-SPRAY AND DRIP DEVICES, SHALL BE SET PERPENDICULAR TO THE FINISH GRADE OF THE AREA TO BE IRRIGATED.

26. ALL PRESSURIZED MAINLINES, VALVES, DRIP, AND ROTOR AND SPRAY HEADS SHALL BE INSTALLED A MINIMUM OF 3' AWAY FROM ANY BUILDING FOUNDATION. IF THIS EQUIPMENT IS SHOWN WITHIN THE 3' OFFSET ON THESE PLANS, IT IS FOR THE PURPOSE OF GRAPHIC CLARITY ONLY.
27. EXCEPT WHERE SPECIFICALLY NOTED OTHERWISE, IT IS THE INTENT OF THE IRRIGATION DESIGN TO INDICATE ALL SPRAY HEADS AS "POP-UPS". IN THE EVENT THAT POP-UP HEADS HAVE NOT BEEN SPECIFIED IN TURF AREAS, IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO BRING THIS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BIDDING AND CONSTRUCTION.
28. ALL SPRAY AND ROTOR HEAD LOCATIONS SHALL BE STAKED, FLAGGED AND/OR OTHERWISE CLEARLY MARKED ON THE GROUND PRIOR TO INSTALLATION. SPRINKLER HEAD STAKING SHALL BE INSPECTED AND APPROVED BY THE OWNER'S REPRESENTATIVE OR THE LANDSCAPE ARCHITECT BEFORE INSTALLATION. STAKED LOCATIONS SHALL BE SPACED TO PROVIDE HEAD-TO-HEAD COVERAGE. RECOMMENDED SETBACK DISTANCE OF ALL PROPOSED IRRIGATION HEADS IS 12" FROM BACK OF CURB AND EDGE OF PAVEMENT.
29. FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE AND TO PREVENT OVERSPRAY ONTO WALKS, ROADWAYS, AND/OR BUILDINGS AS MUCH AS POSSIBLE. THIS SHALL INCLUDE SELECTING THE BEST NOZZLE ARC AND RADIUS TO FIT THE EXISTING SITE CONDITIONS.
30. ALL POP-UP TYPE SPRINKLER HEADS INSTALLED IN TURF AREAS SHALL BE INSTALLED SO THE TOP OF THE SPRINKLER HEAD IS FLUSH WITH THE ADJACENT SIDEWALK, OR PAVING. ALL POP-UP HEADS AWAY FROM HARDSCAPE EDGES IN TURF SHALL BE 1" ABOVE THE FINISH GRADE TO PREVENT CONTACT WITH MOWERS.
31. EXISTING TREES TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. DO NOT TRENCH OR EXCAVATE WITHIN THE CRITICAL ROOT ZONE OF ANY TREE.
32. ALL PLANT MATERIAL IN TREE HOLDING AREAS SHALL BE MANUALLY WATERED/IRRIGATED TO KEEP MOIST UNTIL PLANTED.
33. UPON COMPLETION OF INSTALLATION OF IRRIGATION SYSTEM, IRRIGATION CONTRACTOR SHALL PROVIDE THE FOLLOWING:
 - A. ACCURATE AND COMPLETE "AS BUILT" PLANS OF IRRIGATION SYSTEM INCLUDING 8-1/2" X 11" ZONE MAP TO BE PLACED INSIDE EACH CONTROLLER BOX.
 - B. LOG ON ALL WATER WINDOWS, RUN SCHEDULE TIMES, AND OTHER CHANGES AND/OR MODIFICATIONS TO THE IRRIGATION SYSTEM SINCE INSTALLATION.

36. C. ONE HOUR OF TRAINING TO OWNER ON IRRIGATION SYSTEM AND CONTROLLER OPERATION.
37. D. THREE OF EACH TYPE OF HEAD AND EMITTER INSTALLED.
38. E. ONE OF EACH TYPE OF VALVE INSTALLED.
39. F. REVIEW WINTERIZATION PROCEDURES FOR IRRIGATION SYSTEM WITH OWNERS REPRESENTATIVE.
40. PRIOR TO ACCEPTANCE OF IRRIGATION SYSTEM AT THE END OF THE MAINTENANCE PERIOD, THE IRRIGATION CONTRACTOR SHALL PROVIDE THE FOLLOWING: CURRENT SCHEDULE RUN TIME AND WATER WINDOW LOG, ALONG WITH NOTING ANY OTHER PERTINENT INFORMATION.
41. UNLESS OTHERWISE SPECIFIED, THE IRRIGATION CONTRACTOR SHALL REPAIR OR REPLACE ANYTHING DAMAGED BY HIS WORK AT NO ADDITIONAL COST TO THE OWNER.
42. CONTRACTOR SHALL INSTALL MAINLINES ±12" FROM PAVEMENT EDGE IN PLANTING AREAS. ALL PIPING, VALVES, AND OTHER EQUIPMENT SHOWN WITHIN PAVED AREAS OR OUT OF PROPERTY BOUNDARIES ARE FOR DESIGN CLARIFICATION ONLY, AND SHALL BE INSTALLED IN PLANTING AREAS WITHIN THE PROPERTY LINES OR LIMITS AS INDICATED ON THESE PLANS.
43. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND SPECIFICATIONS, THE PLAN SHALL TAKE PRECEDENCE.
44. THE IRRIGATION SYSTEM SHALL BE INSTALLED BY A QUALIFIED IRRIGATION CONTRACTOR.

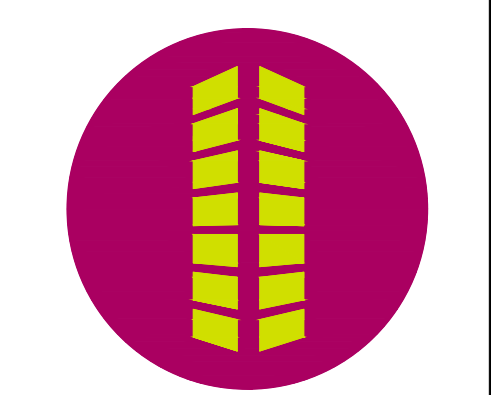
CLUB CARWASH - FIRESTONE	
NAME OF APPLICATION:	CLUB CARWASH - FIRESTONE
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILE NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	JANUARY 11, 2023
REVISION DATE:	MAY 4, 2023
REVISION DATE:	JUNE 30, 2023
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
	SHEET OF 29

Galloway

5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

COPYRIGHT
THESE PLANS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.



CLUB CARWASH
FDP-23-002

STATE HIGHWAY 119 & FAIRVIEW ST
FIRESTONE, CO

#	Date	Issue / Description	Init.
1	5/4/23	2ND FDP SUBMITTAL	
2	6/30/23	3RD FDP SUBMITTAL	
3	8/16/23	FDP CHECK SET	

Project No:	CCW000016
Drawn By:	EDN
Checked By:	JRW
Date:	01/11/2023

IRRIGATION NOTES

CLUB CARWASH FIRESTONE

LOT 2 FIRELIGHT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
FDP-23-002

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

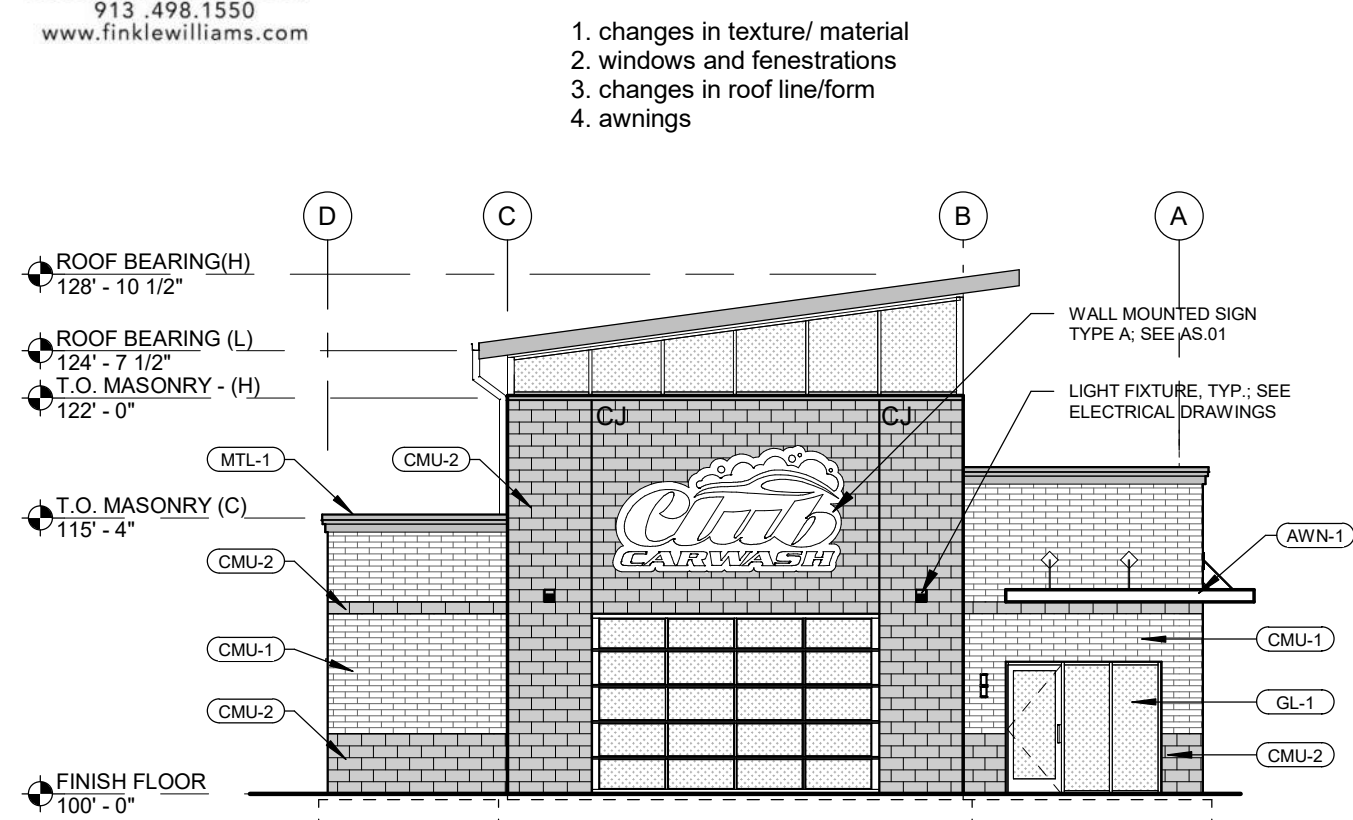
COPYRIGHT

THESE PLANS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.



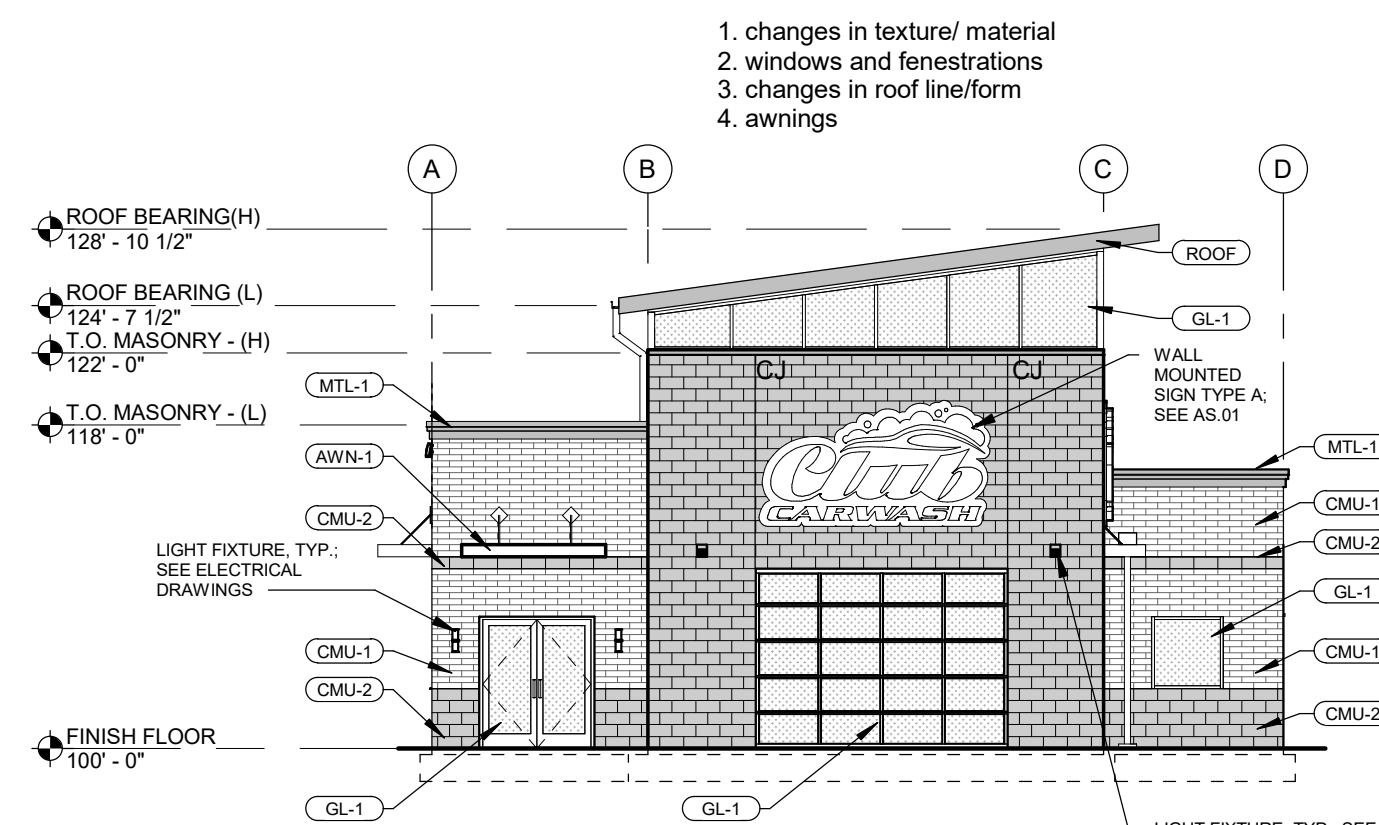
4 | EAST ELEVATION

A4.01	SCALE : 3/32" = 1'-0"
--------------	-----------------------



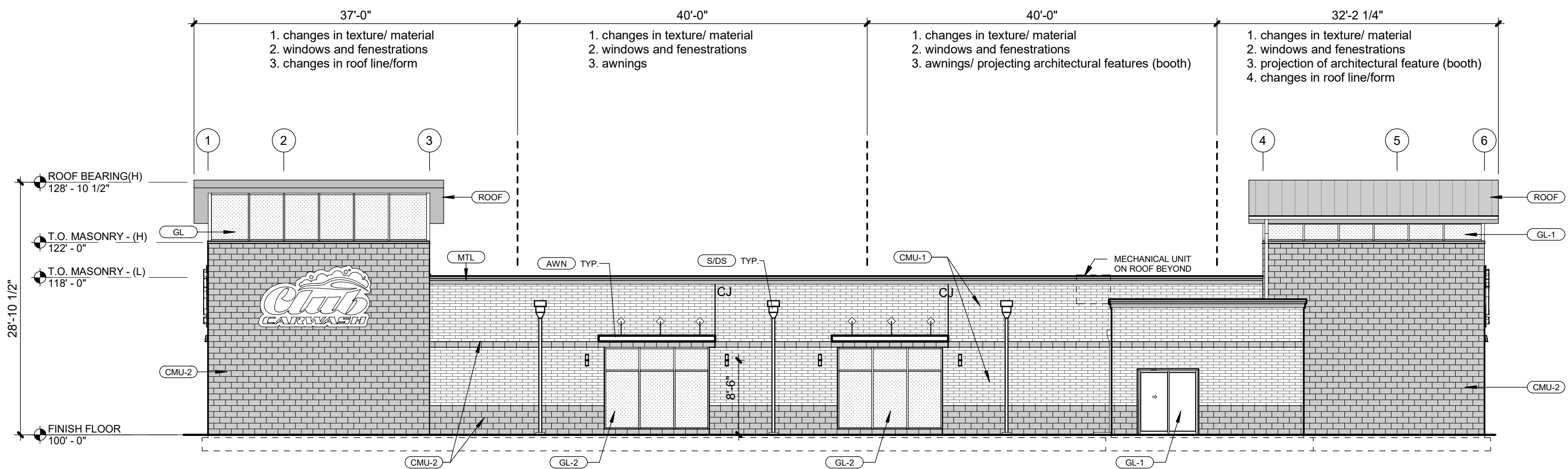
3 | WEST ELEVATION

A4.01	SCALE : 3/32" = 1'-0"
--------------	-----------------------



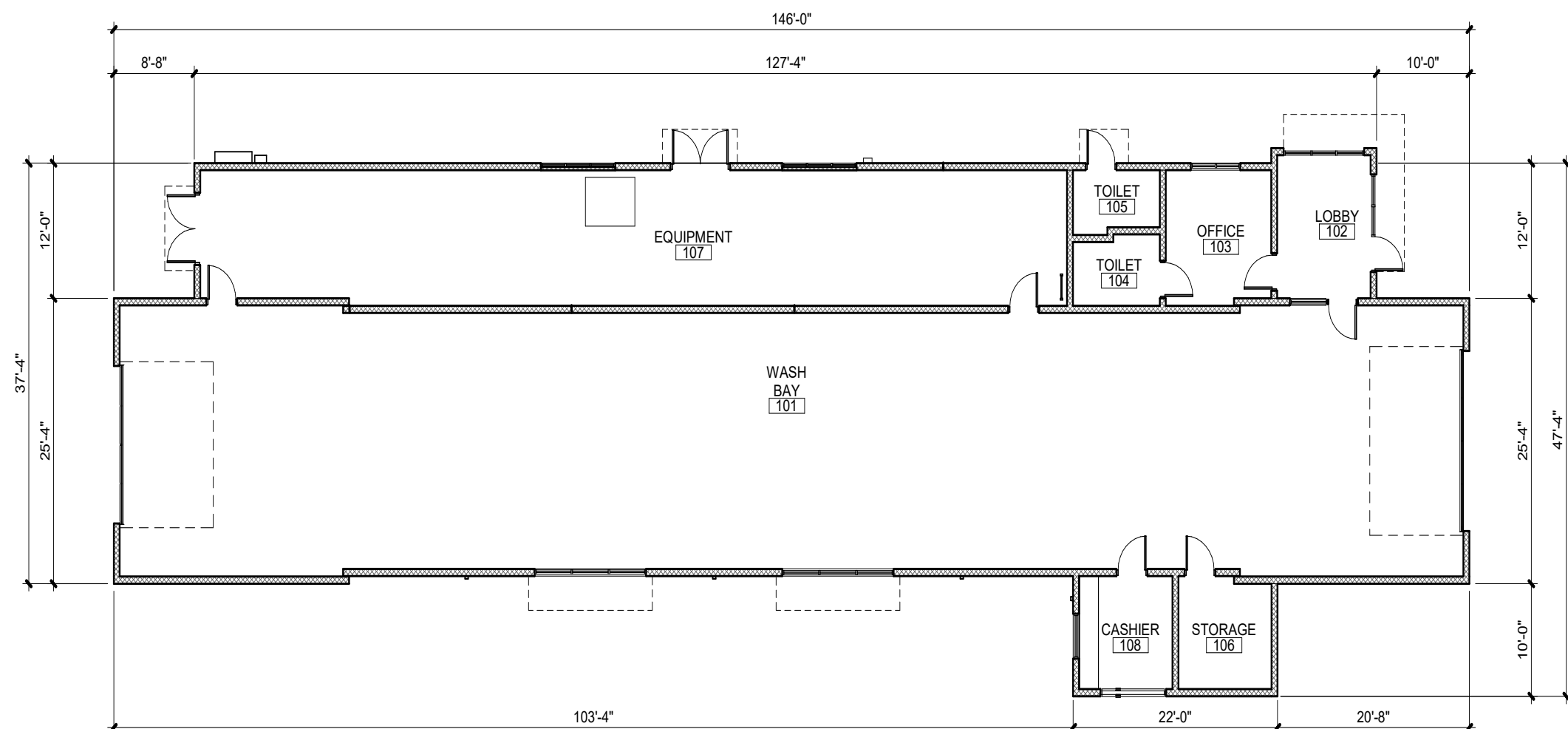
2 | NORTH ELEVATION

A4.01	SCALE : 3/32" = 1'-0"
--------------	-----------------------



1	SOUTH ELEVATION
---	-----------------

A4.01	SCALE : 3/32" = 1'-0"
--------------	-----------------------



FLOOR PLAN



POINT OF SALE METAL CANOPY- EXAMPLE PHOTO

EXTERIOR MATERIAL LEGEND

GENERAL NOTE: HM DOORS PNT-3: SHERWIN WILLIAMS, BLACK MAGIC. SW6991. SEMI-GLOSS LATEX COATING

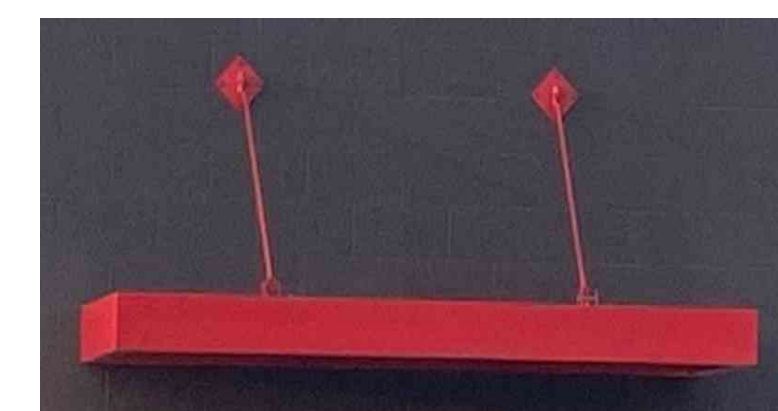
- | | |
|-------|--|
| CMU-1 | ARCHITECTURAL SPEC-BRIK BLOCK W/ COLORED MORTAR
(COLOR: Ivory) |
| CMU-2 | ARCHITECTURAL CMU SPLIT FACE BLOCK
(COLOR: Slate) |
| GL-1 | ALUMINUM STOREFRONT GLAZING SYSTEM
BASIS OF DESIGN: Exterior Glazed System, Kawneer 451T or Approved Eq.
w/ 1" Insulated LOW-E Glazing Unit (Solarban 70XL Solar Control Optigray +
Clear) Provide tempered glazing as required per IBC.
COLOR: Black Painted Aluminum |
| AWN-1 | PREFABRICATED FLAT METAL AWNING PROVIDED AND INSTALLED BY
OWNER
COLOR: Red |
| S/DS | KYNAR-COATED SHEET METAL GUTTER, SCUPPER AND DOWNSPOUTS
BASIS OF DESIGN: SMACNA Style 1 Gutter, and Rectangular downspouts,
size per detail.
COLOR: Matte Black |
| MTL-1 | KYNAR COATED METAL COPING
COLOR: Matte Black |
| MTL-2 | STANDING SEAM METAL ROOF
BASIS OF DESIGN: Firestone Una-Clad UC-3 double-lock architectural metal
roof w/ 30 year warranty
COLOR: Matte Black |
| MTL-3 | FLUSH LOCK METAL SOFFIT PANEL
BASIS OF DESIGN: Firestone UC-500 1" Flush Panel System
COLOR: Matte Black |



CMU - 2



CMU - 1



AWN

CLUB CARWASH - FIRESTONE	
NAME OF APPLICATION:	CLUB CARWASH - FIRESTONE
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	JANUARY 11, 2023
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
	SHEET OF 78

CLUB CARWASH - FIRESTONE
FDP-23-002

STATE HIGHWAY 119 & FAIRVIEW ST
FIRESTONE, CO

[illegible]

Project No:	CCW000016
Drawn By:	
Checked By:	
Date:	06/26/2023

ARCHITECTURAL DRAWINGS

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.a

Discussion/Action

Meeting Date: December 13, 2023

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

RESOLUTION 23-126: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER RATES, FEES, TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE INVESTMENT FEES

RECOMMENDATION

Staff recommends approval of Resolution 23-126

SUMMARY

This resolution increases water rates 5.7% in accordance with Central Weld County Water District's (CWCWD) notified increase, which was effective November 1, 2023. This 5.7% increase was determined to be the actual impact to the Town based off of calculations performed by staff after notification of the increase came from CWCWD.

This resolution also includes an increase to the Deposit required for Construction Hydrant Meter Rental and the Meter Costs. Each year the town is supplied with the meter costs from its supplier for the upcoming year's cost of those supplies. The Town will need to adjust these fees to recoup its costs to the vendor for these supplies. The Town allows hydrant meter rentals throughout the year through a Hydrant Construction Permit process, thus allowing the permittee to use water from a town-mandated fire hydrant. The increase in the current water usage rate per 1,000 gallons of water used is in line with our proposed commercial water rate.

All rates and fees included in this resolution will be effective January 1, 2024.

FINANCIAL CONSIDERATIONS

The increased rates are predicted to increase water rate revenue by approximately \$372,000 to cover the water rate increases by Central Weld County Water District.

HISTORY AND PREVIOUS BOARD ACTION

At the November 8th, 2023 Board of Trustees meeting, the Board approved the updated water rates and tiers established by the Cost of Service and Rates Analysis conducted by Raftelis Financial Consultants (Raftelis).

The current Meter Costs and Hydrant Rental costs were approved by the Board at the January 11th, 2023 meeting.

ATTACHMENTS

1. Res No 23-126 A RESOLUTION PRESCRIBING WATER RATES, FEES, TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE FEES

RESOLUTION NO. 23-126

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

WHEREAS, upon completion of the determination of the Towns water capital needs and operational costs and storage and delivery system development costs the Town established water rates, fees, tolls, and charges and storage and investment fees which were set forth in Resolution No. 23- 11; and

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

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

WHEREAS, effective November 1, 2023, CWCWD implemented increases in the amount of 5.7% per annum for the water rates and charges and tap fees which it imposes upon the Town; and

WHEREAS, to ensure that the Town in a fiscally responsible manner can continue to meet its operational and capital needs for its water delivery systems the Town must increase in an amount equal to that imposed by CWCWD the water rates and charges and tap fees in the amounts set forth in Section 1, Section 2, and Section 3, (Water Usage Rate) in this resolution; and

WHEREAS, upon completion of the water rate study the Town established water rates, which were set forth in Resolution No. 23- 119, which was adopted by the Board of Trustees on November 8, 2023; and

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

Section 1. Water rates and charges. The following monthly rates and charges shall be imposed for water received from the Town of Firestone water system:

Meter Size	Residential Base Rate Charge	Non-Residential Base Rate Charge*	Water Included in Rate (Gallons)
5/8"	\$ 39.40	\$ 39.40	-0-
3/4"	60.41	60.41	-0-
1"	99.78	99.78	-0-
1-1/2"	196.92	196.92	-0-
2"	317.71	317.71	-0-
3"	-	593.40	-0-
6"	-	2,346.30	-0-

*Non-Residential accounts include Commercial, Industrial, Irrigation, Mobile Home Parks and Multi-Family

Water Charge Per 1,000 Gallons

Customer Type	Gallons	Rate
Commercial & Industrial	All usage	\$ 6.23
Irrigation Only	All usage	10.38
Mobile Home Parks	All usage	7.49
Multi-Family	All usage	6.11
Out –of-Town Rates	Base rates and gallon charges for any out-of-town service shall be two times the in-Town rates and charges.	

Water Charge Per 1,000 Gallons

Gallons	Rate
Residential	
0-5,000	\$ 3.92
5,001-10,000	5.88
10,001-20,000	8.82
20,001-30,000	13.21
Above 30,000	19.82

Section 2. Connection, Capital Investment and Repair Fees. The following connection and capital investment and repair fees shall be imposed, except that the Town of Firestone shall not be required to pay such connection fees for irrigation sprinkler systems for any public parks, rights-of-way, open space, or medians, or any facility developed, owned or paid for by the Town.

Meter Size	Total
5/8"	\$ 14,800
3/4"	22,200
1"	37,000
1-1/2"	76,000
2"	122,400

Connection and capital investment and repair fees as well as any other fees for taps requiring a meter larger than 2” shall be determined by the Board of Trustees on an individual basis considering such factors as type of use, contemplated volume demand for water, effect on the entire water system in the Town, connection and capital investment fees imposed by CWCWD, and all other factors relevant to the application. All taps requiring a meter larger than 2” and all taps applied for where the service requested is outside of the Town limits shall be by contract with the Board of Trustees. Out-of-town taps of 2” or less shall be charged fees at two times the amount of in-Town fees.

Section 3. Construction Hydrant Meter Rental Terms. The following fees shall be imposed for hydrant meters supplied by the Town for construction water use. A Hydrant Connection Permit must be obtained from the Town Clerk prior to any water being used from any fire hydrant. Such permit shall be valid for a period not to exceed 6 months.

Deposit	\$ 5,890.00 per meter
Administration Fee	25.00 per permit
Meter Rental	4.00 per day
Late Charge	5.00 per day
Water Usage Rate	6.23 per 1,000 gallons

Section 4. Meter Fees. The following fees shall be imposed for Meter assemblies installed by the Town for new service connections; such fees for taps requiring a meter larger than 2” shall be as set by contract with the Board of Trustees:

Meter Tap Size	Administrative Fee	Meter Cost	Total Meter Fee
5/8"	\$ 25.00	\$ 637.17	\$ 662.17
3/4"	25.00	660.14	685.14
1"	25.00	867.01	892.01
1 1/2"-Commercial	25.00	3,030.90	3,055.90
1 1/2"-Irrigation	25.00	3,033.70	3,058.70
2"-Commercial	25.00	3,584.60	3,609.60
2"-Irrigation	25.00	3,608.72	3,633.72

Section 5. Native Water Dedication Agreement Storage and Infrastructure Fees. The following fees shall be established for Native Water Dedication Agreements.

Ditch	Storage Multiplier	Starage Fee, per acre-foot of credit	Infrastructure Fee, per acre- foot of credit	Total Storage and Infrastructure Investment Fee, per acre-foot of credit
Lower Boulder Preferred	1.45	\$ 16,100	\$ 1,400	\$ 17,500
Lower Boulder Common	2.00	22,200.00	1,400.00	23,600
Coal Ridge	1.45	16,100.00	1,400.00	17,500
Godding	1.45	16,100.00	1,400.00	17,500
Rural	1.45	16,100.00	1,400.00	17,500
Last Chance	1.45	16,100.00	1,400.00	17,500

Section 6. This Resolution shall take effect on January 1, 2024 and at such date all other resolutions addressing the Town's water rates, fees, tolls and charges set forth herein shall be repealed in their entirety.

INTRODUCED, READ AND ADOPTED this 13th day of December, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K Basher, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.b

Discussion/Action

Meeting Date: December 13, 2023

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

ORDINANCE NO 1039 AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING SECTION 2.44.060, OF THE FIRESTONE MUNICIPAL CODE REGARDING MUNICIPAL COURT FINES PENALTIES AND COURT COSTS

RECOMMENDATION

Staff recommends approval of Ordinance No 1039

SUMMARY

This proposed ordinance sets the fines, penalties, and court costs for the Town of Firestone's Municipal Court. The court costs and fees associated with this ordinance remain unchanged, but with this ordinance, a \$25.00 community justice surcharge fee is being added. This fee is intended to fund court-related programs that include, but are not limited to, victim assistance, youth detention and probation, drug and alcohol programs, and police training, and drug enforcement activities. The surcharge fee shall be imposed upon defendants who enter a plea by mail or receive a penalty assessment. The fee shall be imposed regardless of whether any fine is waived or suspended.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The costs associated with this ordinance were last amended, in part, in 2015.

ATTACHMENTS

1. Ordinance 1039 Municipal Court Fines and Penalties

ORDINANCE NO. 1039

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING REENACTING AND RETITLING SECTION 2.44.060, OF THE FIRESTONE MUNICIPAL CODE REGARDING MUNICIPAL COURT FINES PENALTIES AND COURT COSTS

WHEREAS, The Town desires to update its municipal court fines, penalties and court costs which have not been amended in part, since 2015 and;

WHEREAS, the Municipal Court staff has determined all of the proposed costs and fees and finds all to be reasonably related to the Towns costs in providing the required duties or services.

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

Section 1. Section 2.44.060, “Fines, penalties and court costs” of the Firestone Municipal Code, is repealed in its entirety, retitled and reenacted to provide as follows:

Section 2.44.060. Court costs and fees

- A. In all actions where the defendant is found guilty, pleads guilty or pleads nolo contendere (no contest), there shall be assessed against the defendant costs of \$50 for arraignment and, where applicable, \$25 for trial to the court, \$25 for a jury trial, in addition to the statutorily required jury deposit and juror fee. Defendants who enter a plea by mail shall, in addition to any fine, be assessed costs of \$20 and any additional surcharge as may be prescribed by the town.
- B. Defendants who enter into a deferred judgment and sentence shall be assessed a community service fee of \$35, if community service is ordered by the judge.
- C. At any trial for which a defendant fails to appear, the judge shall assess a cost of \$50 against the defendant for every police officer or other town employee present to testify at such trial.
- D. In all actions in which a warrant is issued for the defendant’s failure to appear, failure to pay a fine and/or costs, or failure to obey an order of the court, the court shall assess a cost of \$50 against the defendant.
- E. A community justice surcharge fee in the amount of \$25 to fund court-related programs that include, but are not limited to, victim assistance, youth detention and probation, drug and alcohol programs, and police training and drug enforcement activities shall be imposed upon all defendants who enter a plea of guilty except for those who do so before the municipal judge. The fee shall be imposed regardless of whether or not any fine is waived or suspended.
- F. Any defendant who is charged with a violation of subsection (1), (2), or (3) of section 1409, Compulsory Insurance of the model traffic code as adopted by the town, which charge is later dismissed or an acquittal obtained as a result of the defendant’s production of documents providing that a complying policy or certificate of self-insurance was in

full force and effect at the time of the alleged violation shall be assessed costs in the amount of \$25. The assessment of such cost is to reimburse the town for the costs incurred as a result of the defendant's failure to have and/or produce motor vehicle insurance as required by law when issued the summons and complaint by the officer. The town's costs include, but are not limited to, the administrative and judicial expenses incurred in processing and handling the summons and complaint and determining that the defendant did, in fact, have the insurance as required by law at the time of the alleged violation even though such defendant did not provide proof thereof at the time of the issuance of the summons and complaint. These costs may be imposed only when the court finds or the defendant admits that the required proof of insurance was not provided to the issuing officer on the date alleged in the summons and complaint.

G. No costs or fees set forth in this section shall be waived or suspended.

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

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.c

Discussion/Action

Meeting Date: December 13, 2023

Initiated By: Kiran Bhusal, Nate Haasis

Dept: Engineering - Town

AGENDA TITLE

RESOLUTION 23-130: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND SHORT ELLIOTT HENDRICKSON, INC. FOR CERTAIN PRE-CONSTRUCTION SERVICES AND CONSTRUCTION ADMINISTRATION SERVICE FOR THE WELD COUNTY ROAD 26 AND LAST CHANCE DITCH BRIDGE REPLACEMENT PROJECT.

RECOMMENDATION

Staff recommends the Board approve Resolution 23-130, approving an agreement with Short Elliott Hendrickson, Inc. (SEH) and authorizing the expenditure of funds.

SUMMARY

This Agreement is for Short Elliott Hendrickson to provide pre-construction and contract administration services for the Weld County Road 26 and Last Chance Ditch Bridge Replacement Project.

In March 2022, the bridge structure located at Weld County Road 26 (WCR 26) and Last Chance Ditch was inspected by CDOT and received a condition rating of Fair. After analyzing the structure regarding the cost of maintenance and serviceability, the Town has decided to replace this bridge. The scope of work for this project includes the steps to achieve the design of the bridge replacement project.

A Request For Proposals (RFP) was posted on August 16, 2023, inviting engineering consultants to submit proposals for design services for the replacement of the bridge structure located at Weld County Road 26 (WCR 26) and Last Chance Ditch. The Town received proposals from three consultants. Engineering and Public Work's staff reviewed the proposals, selected Short Elliott Hendrickson Inc. (SEH) as the top-ranked firm, and began finalizing the scope and fee for the project with them. As a result, staff recommends selecting SEH as the design consultant for the design services for the replacement of the bridge structure located at WCR 26 and Last Chance Ditch.

SEH provided a project scope and fee of \$249,884.00 for design with the design contingency of \$20,000.00 (approximately 10%) included in the scope and fee. The overall design schedule is approximately 12–14 months. Once the design is complete, the anticipated next steps would include a request for bids for construction.

This project is a collaboration between the consultant, the Town, and the Colorado Department of Transportation Region 4 (CDOT). CDOT involvement in this project is required as the Town is attempting to receive a portion of the construction funding through CML's Off-System Bridge Funds grant. CML should notify the Town in the coming weeks if our grant application has been accepted, but regardless of that outcome, the bridge is in fair condition, and a design is needed for its replacement.

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed amount of \$249,884.00. The 2024 Budget included \$300,000 for the total project budget for the WCR 26 and Last Chance Ditch structure replacement.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved the 2023 Budget, which included \$150,000.00 for the project, and the 2024 Budget, which includes an additional \$150,000 for the project, for a total project budget of \$300,000 for the WCR 26 and Last Chance Ditch structure replacement.

ATTACHMENTS

1. S2023-9237_CR 26 Bridge Over Last Chance Ditch Contract_11.30.2023_Signed by SEH
2. Reso 23-130 WCR 26 and Last Chance Ditch Bridge Replacement Project Pre-Con Services SEH

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **Short Elliott Hendrickson Inc. (SEH)** an Independent Consultant with a principal place of business at 2000 Colorado Center Dr #6000, Denver, CO, 80222 ("Consultant ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **Weld County Road 26 and Last Chance Ditch Bridge Replacement (S2023-9237)**.

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of services by a consultant, the Town shall pay the Consultant based upon services rendered and billed in accordance with the schedule hereto as Exhibit B, but in no event shall the total compensation exceed **\$249,884.00**. This amount shall include all fees, costs, and expenses incurred by the Consultant and no additional amounts shall be paid by the Town for such fees,

costs, and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

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

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

VI. INDEPENDENT CONSULTANT

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

VII. INSURANCE

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

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

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

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

VIII. INDEMNIFICATION

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any Sub-Consultant of Consultant, or any officer, employee,

representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any Sub-Consultant of Consultant. Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any Sub-Consultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any Sub-Consultant of Consultant.

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

IX. WORKER WITHOUT AUTHORIZATION

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

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

C. Verification.

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

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

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

with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement.

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

X. CHANGE ORDERS

- A. A Change Order is a written instrument issued after execution of the Agreement signed by Town and Consultant, stating their Agreement, as applicable, upon all of the following:
- a. The scope of the change in the Work;
 - b. The amount of the adjustment to the Contract Price; and
 - c. The extent of the adjustment to the Contract Times(s).
- B. All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Consultant shall negotiate in good faith and as expeditiously as possible the appropriate adjustment such changes.

XI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

M. Mediation: Any dispute between Town and Contractor arising out of or relating to this Agreement or the Services (except for unpaid invoices) shall be submitted to mediation as a precondition to litigation unless parties mutually agree otherwise.

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

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSULTANT: Short Elliot Hendrickson Inc.

By: Erica Olsen
Erica Olsen Principal

Exhibit A

Town of Firestone WCR 26 over Last Chance Ditch Scope of Services (CDOT Process)

Scope of Professional Services:

1. General

1.1. Project Management

The project management team shall consist of the Town of Firestone Project Manager, also referred to by CDOT as the Resident Engineer, and the consultant Project Manager, sometimes referred to as the Consultant.

1.2. Project Communication and Billing

1.2.1. The regular working contact shall be between the Town of Firestone Project Manager and Consultant Project Manager. The consultant Project Manager and the Town Project Manager shall provide each other with copies of pertinent written communications.

1.2.2. Consultant Project Manager shall provide the Town Project Manager with periodic project updates and reports, monthly billings, and minutes of all meetings on a routine basis.

1.3. Project Coordination

1.3.1. Responsibilities of Consultant

1.3.1.1. Consultant shall be responsible for planning and holding meetings, identifying potential problems, assistance with, but not entirely responsible for, keeping the Town up to date with all Local Agency deliverables needed to acquire CDOT approval and federal funding (keep up with forms and requirements).

1.3.1.2. Consultant shall be responsible for coordinating with Last Chance Ditch Company and calling all their meetings together, submitting and filing all required paperwork.

1.3.1.3. Consultant shall be responsible for planning and holding meetings with CDOT, filling out all required paperwork, and required communication with the CDOT.

1.4. Schedule Preparation, Tracking, and Coordination

1.4.1. Consultant shall prepare a schedule and see to it that it is followed. Consultant shall give the Town of Firestone sufficient prior notice of any situation that would change the project schedule.

1.4.2. Deliverables:

- Project Schedule

1.5. Project, Stakeholder, and Public Meetings: Bi-weekly progress Meetings shall be arranged and conducted by the Consultant to review the following:

- Latest project developments
- Activities required to be completed since the last meeting
- Coordination and tracking of work effort
- Problems encountered/anticipated and resolution/potential solutions
- Project schedule update

- Action items
- Coordination required with other agencies
- Revised construction cost estimate (applies to FIR and FOR submittals only)

These meetings should coincide with important project milestones; however, the type and number of meetings, documents, etc. shall depend on the category and characteristics of the project work.

It is anticipated that the following meetings shall be required:

- Project Kickoff Meeting
- FIR Meeting
- FOR Meeting
- Meetings with Last Chance Ditch Company
- Utility Coordination meetings

Project Meeting Minutes shall be completed and provided to the Project Manager within five (5) working days of the actual meeting. When a definable task is discussed during a meeting, the minutes shall identify the "Action Item," the party responsible for accomplishing it, and the proposed completion date.

2. Project Start-Up

2.1. Design Scope Review/Kickoff Meeting

Before the meeting, the Consultant shall provide the following:

- Kickoff meeting agenda
- Develop questions for the Town
- Develop a list of documents or data to be requested from the Town and from CDOT

2.1.1.Deliverables:

- Kick off Meeting minutes with Action Items

2.2. Development of Project Standards and Design Criteria

2.2.1.Bridge Design Criteria: The Team shall develop project standards and guidance documents based on their review of the project site and in coordination with CDOT standards.

2.2.2.Deliverables:

- Provide a list of guidance documents (PDF)

2.3. Municipality, Utility, Stakeholder and Public Notification List

2.3.1.Deliverables:

- Property Owner/Stakeholder List (Excel format)

2.4. Right of Entry (ROE)

2.4.1.Need to Verify Last Chance Ditch Company

2.4.2.CDOT Right-of-Entry Forms shall be used to notify landowners

2.5. Utility Coordination

2.5.1.The Consultant shall notify registered utility providers, pending engineering design and investigation, as listed on the Utility Notification of Colorado (811). The consultant shall be responsible for coordinating with the utility companies for conflict resolutions and utility relocations.

2.5.2.Deliverables:

- Memo of Utility Contacts and information obtained

3. Data Collection

3.1. Consultant Inspection (Included with kickoff meeting)

3.1.1.In-depth field visits to verify all defects and verify the scope of work. The scope may change at this stage.

3.1.2.Deliverables

- Any critical Inspection Report updates discovered
- Memo: Summary of findings and general scope of replacement work planned. 1

3.2. Geotechnical Data

3.2.1.Consultant shall acquire all geotechnical information required for a complete design.

3.2.2.Geotechnical investigation shall include pavement design recommendations.

3.3. Subsurface Utility Engineering (SUE) in accordance with state regulations

3.4. CDOT Clearances

3.4.1.Consultant shall initiate this process with CDOT to obtain all clearances needed for construction:

- Environmental
- Right of Way (ROW)
- Utility

3.5. Last Chance Ditch Company Clearances

3.5.1.Consultant shall coordinate with Last Chance Ditch Company on hydraulic requirements and construction criteria.

3.6. Initial Survey

3.6.1.Consultant shall prepare plans that will be sufficient for submittal with the rest of this package. This survey shall be performed under the direct supervision of and sealed by a Licensed Professional Land Surveyor (PLS) in the State of Colorado.

3.6.2.Deliverables:

- Land Survey Control Diagram and Topographic Exhibit

4. Field Inspection Review (FIR) Plans

4.1. FIR Preliminary Plan Set

4.1.1.Consultant shall develop FIR level plans (60% level) using CDOT Drawing Standards to complete an on-site review of preliminary construction plans. The replacement plans shall be based on established project design criteria. The plans shall include preliminary structure replacement plans, preliminary roadway improvement plans inclusive of stormwater management for the mainline and connecting roadway (if applicable), and construction phasing plans inclusive of traffic control. Necessary variances and design decisions shall be identified with justification and concurrence by the Town of Firestone. The following items shall be submitted at this Phase:

4.1.2.Deliverables

- FIR Preliminary Plans
- Structure Selection Report

- Index of anticipated CDOT Standards Specifications and Special Project Provisions and Specifications
- Preliminary opinion of probable cost for the work described in the 60% plans based on estimated quantities
- Quality Assurance Review Certification Memo (Town is okay with the SEH-format documentation)

4.2. FIR Meeting

4.2.1. The FIR plan package shall be submitted to the Town for review prior to the meeting. A meeting agenda shall be prepared and submitted to the Town prior to the meeting. The consultant shall conduct a project review meeting with the Town Resident Engineer, CDOT representative, and Consultant team.

4.2.2. Deliverables

- FIR Meeting Minutes

4.3. Quality Control Review and Audit

4.3.1. Consultant shall perform a quality review and audit on deliverable package before submission to the Town, CDOT, and related project stakeholders.

4.4. Local Agency (LA) Requirements

4.4.1. Consultant shall work with Town regarding all local agency clearances and other requirements to submit prior to the Final Office Review. All clearances shall be completed and signed by a CDOT representative.

5. Final Office Review (FOR) Construction Documents

5.1. FOR Deliverable Package

5.1.1. Consultant shall develop FOR level Construction Documents (90% level) to complete an office review of the plans, details, specifications, cost estimates, and other elements pertinent to the final design. Design decisions and variances shall be finalized at this phase and submitted for final review prior to 100% Construction Documents. The following items shall be submitted in this Phase:

5.1.2. Deliverables

- FOR Final Construction Plans
- Final Project Special Provisions and Specifications
- Final Opinion of Probable Cost
- Local Agency Clearance Letters and other required forms
- Utility Plans
- ROW plans
- Stormwater Management Plans

5.2. FOR Meeting

5.2.1. The FOR-plan package shall be submitted to the Town for review prior to the meeting. A meeting agenda will be prepared and submitted to the Town prior to the Meeting. Consultant shall conduct a final project review meeting with the Consultant team, Town Resident Engineer, and CDOT Representative.

5.2.2. Deliverables

- FOR Meeting Minutes
- 5.3. Quality Control Review and Audit
- 5.3.1. Consultant shall perform a quality review and audit on the deliverable package before submission to the Town, CDOT, and related project stakeholders.
6. Design Phase Completion (100% CD)
- 6.1. Revise Construction Documents from FOR Meeting
- 6.1.1. The original plan sheets and specifications shall be revised per the 90% design review meeting comments and submitted to the Town.
- 6.2. Revise and Amend Final Reports
- 6.2.1. The consultant shall finalize and procure copies of the final reports and submit them to the Town.
- 6.3. Last Chance Ditch Company Exhibits and Potential Agreements
- 6.3.1. Revise and finalize as needed
- 6.4. Quality Assurance / Quality Control (QA/QC) Review and Audit
- 6.5. Review Design Phase Completion (100% CDs)
- 6.6. Review Audit and Certification Memo
- 6.7. Deliverables
- 6.7.1. Construction Plan Package
- Revised Final Plans
 - Project standard and special provisions
 - Final Opinion of Probable Cost
 - Final bid schedule
- 6.7.2. Final Engineering Package (In accordance with CDOT structure submittal requirements)
- Project Calculations or worksheets
 - Copies of variances, design decisions, and variance approvals
7. Bidding Assistance
- 7.1. The consultant shall work with Firestone Staff to assemble front-end bid documents. These documents shall be included with the project specifications and construction drawings prepared during the design phase.
- 7.2. The consultant shall attend one pre-bid meeting.
- 7.3. The consultant shall work with the Town to prepare answers to questions during the bidding phase
8. Engineering services during construction
- 8.1. Consultant will perform the following services during construction:
- RFI review/response
 - Construction submittal review
 - Shop drawing review
 - Construction observation site visits
 - Precast structure fabrication inspection

Exhibit B

Fee Estimate - Weld County Road 26 and Last Chance Ditch Bridge Replacement

Date: 10/27/2023



	Phase	Hours	Total
1	General (Project Management)	59	\$ 11,375
2	Project Start-Up	25	\$ 4,875
3	Data Collection (inc. Site Visit, Survey, Geotech, Permitting, Utility Coordination)	569	\$ 86,907
4	Field Inspection Review (FIR) Plans	305	\$ 53,122
5	Final Office Review (FOR) Construction Documents	143	\$ 24,987
6	Design Phase Completion (100% CD)	104	\$ 21,643
7	Bidding Assistance	32	\$ 6,408
8	Engineering Services During Construction	112	\$ 20,567
9	Design Contingency	-	\$ 20,000
Total Estimated Design Fee		1,349	\$ 249,884



Town of Firestone WCR 26 Bridge over Last Chance Ditch Replacement Assumptions/Exclusions

General

1. Any scope item not explicitly included is explicitly excluded.
2. All items in this proposal are based on NTP within the calendar year of 2023. If the NTP date is later, additional consideration and/or design fee may be required.
3. Assume one (1) round of comments each for FIR and FOR design phases.
4. Fee estimate includes bi-weekly progress meetings for the anticipated length of the project.
5. ROW acquisition is not anticipated, so it is not included in this proposal. However, SEH has the resources to provide such services, if needed, with Town's authorization. If ROW acquisition services deemed necessary, an updated scope and fee proposal tailored to the project needs will be submitted to the Town Board for approval.
6. Design to utilize Town of Firestone standards but use the most restrictive between Town and CDOT standards.
7. Town has provided Branden Effland's email address with Summit Water Engineers for the Last Chance Ditch Company coordination. Town to initiate the correspondence after NTP.
8. Town of Firestone's ROW Permit will be required for work within ROW.

Structure/Roadway (SEH Inc.)

1. Assumes one (1) site visit for SEH structural staff.
2. The design assumes a precast concrete box culvert with CDOT standard concrete wingwalls. If the replacement structure was determined to be a single span bridge through the structure selection process, scope and design fee revisions/adjustments may be required.
3. A CDOT-format Structure Selection Report is included in the scope.

Bidding Phase Services (SEH Inc.)

1. Includes one (1) in-person pre-bid meeting.

Engineering Services During Construction (SEH Inc.)

1. Assumes review and response to two (2) RFI's.
2. Assumes review of two (2) construction submittals.
3. Assumes review of three (3) shop drawings.
4. Assumes two (2) construction site visits.
5. Assumes one (1) precast plant visit.

Survey/SUE/Utility Coordination (SEH Inc.)



1. Survey control establishment and set project control based on Colorado State Plane Coordinates North Zone (0501) modified to ground.
2. Topography survey (TBD if by Drone or Conventional. Price given is for conventional method depending on time of year for vegetation/crop coverage).
3. PLSS monument retrieval-Property/Ownership Research-Property and ROW Mapping are included.
4. Utility markings, Structures, and Test Hole survey is included in scope.
5. Assumes 2022 AutoCAD drawing representing existing conditions with one-foot contours.
6. Title Commitments, title reports, ROW/easement exhibits, and legal descriptions are not included at this time, due to the Addendum response stating that all the work is expected to be within the existing ROW. If ROW or temporary/permanent acquisition is needed, additional design fee and expenses may be needed.
7. Appraisal staking is not included.
8. Right of Entry Coordination using CDOT ROE form is included in scope.
9. Permanent ROW Monument Staking is not included in scope.
10. Up to 4 test holes (2 hard surface, 2 soft surface) are included for QL-A locates. The final cost will be adjusted based on the number of test holes required.
11. SEH will hire a drilling subconsultant to perform the QL-A Test holes for this project, if needed.

H+H (SEH Inc.)

1. Assumes one (1) virtual or phone meetings to coordinate with Town of Firestone
2. Existing/Design flows to be provided by Last Chance Ditch Company
3. Assumes one (1) round of comments from the Town per phase.
4. Assumes one (1) round of comments from the CDOT per phase.
5. Assumes no Water Quality or Detention will be required.
6. No-Rise Certification, CLOMR, and LOMR are not included.
7. Hydraulic Report to be delivered in PDF format.
8. Permits and Fees to be prepared and provided by Others.
9. Stormwater modeling to be provided as PDF results.

Traffic (SEH Inc.)

1. A traffic count/traffic study for vehicles, pedestrians, cyclists is not included in scope.
2. On-site detour (shoofly) design is not included in this scope as the Town confirmed an off-site detour through WCR 15 will be feasible and preferred.
3. Traffic count recorded on the latest Bridge Inspection Report shall be used for pavement design.



Environmental (Tiglas Ecological Services)

1. Three (3) virtual meetings are assumed for the environmental team.
2. The CDOT Categorical Exclusion Checklist (CatX) will be completed which includes Wetland Delineation, Wetland Finding Report, Sensitive Species Evaluation, Cultural and Historic Resources Assessment, Noxious Weed Survey and Report, Environmental Initial Site Assessment, and Migratory Bird Survey and Report.
3. It is assumed that CDOT will provide work required for archaeology and paleontology clearances, and these services are excluded from our scope.
4. A 404 permit is not included, because based on the location and termination of the ditch, we anticipate the ditch will not be Federally (US Army Corps) jurisdictional.

Geotechnical Investigation (GEOCAL Geosciences & Engineering)

1. Cut and fill depths are expected to be minor (less than approximately three feet).
2. Assumes traffic control will be required for the fieldwork.
3. Weld County/ Town of Firestone are the only possible permitting authorities and will not assess permit-related charges to access the ROW.
4. All fieldwork will be completed during unrestricted daytime hours in accordance with the time restrictions denoted on the ROW permit and should be completed within about two (2) business days.
5. A private utility locator will not be needed.
6. Scope assumes the replacement structure is a concrete box culvert. Additional borings may be required to support a bridge design project.
7. Some utility site meetings and boring location adjustments may be required prior to drilling.
8. Scope includes one (1) boring to about 50 feet, or 15 feet into bedrock, whichever is shallower for foundation design purposes and two (2) borings to about 10 feet in the bridge approaches for pavement design.
9. The estimated fee includes traffic control during drilling activities including flaggers, lane closure, signs, cones, and traffic control plans.
10. Assumes no additional efforts for embankments and retaining walls. If these items are required, additional fee may need to be negotiated.
11. Scope and fee include pavement design. The cost may be deducted if pavement design services is not required.
12. Groundwater monitoring wells and permeability and/or percolation testing are not included.

RESOLUTION NO. 23-130

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND SHORT ELLIOTT HENDRICKSON, INC. FOR CERTAIN PRE-
CONSTRUCTION SERVICES AND CONSTRUCTION ADMINISTRATION SERVICES
FOR THE WELD COUNTY ROAD 26 AND LAST CHANCE DITCH BRIDGE
REPLACEMENT PROJECT**

WHEREAS, the Town of Firestone (“Town”) is in need of professional services for certain pre-construction services, such as design, survey and data acquisition, and bidding, together with administration of the construction contract in connection with the Weld County Road 26 and Last Chance Ditch Bridge Replacement Project (the “Project”); and

WHEREAS, Short Elliott Hendrickson, Inc. has the requisite skill, knowledge, and expertise to assist the Town in pre-construction services and contract administration services during the construction phase of the Project.

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

The Professional Services Agreement between the Town of Firestone and Short Elliott Hendrickson, Inc. for Pre-Construction and Construction Contract Administration Services in connection with the Weld County Road 26 and Last Chance Ditch Bridge Replacement Project is approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 13th day of December, 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#: 8.d

Discussion/Action

Meeting Date: December 13, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

RESOLUTION 23-131: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES, INC. PERTAINING TO THE ST. VRAIN WATER TREATMENT PLANT PROJECT

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Reso 23-131 IWS and Firestone Settlement Agreement (SVWTP Contract Dispute)
2. St. Vrain WTP--Settlement Agreement (Final_121223) (clean)

RESOLUTION NO. 23-131

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES, INC. PERTAINING TO THE ST. VRAIN WATER TREATMENT PLANT PROJECT

WHEREAS, on September 23, 2020, Town of Firestone (“Town”) and Integrated Water Services, Inc. (“IWS”) entered into a D-525 – Agreement Between Owner and Construction Manager at Risk on the Basis of Cost-Plus (Part 2B – Construction Phase) (the “Contract”) for the construction of a project known as the St. Vrain Water Treatment Plant (“Project”); and

WHEREAS, IWS has substantially completed the “Work” under the Contract, with only certain specified punch list items remaining to be performed to achieve final completion; and

WHEREAS, however, genuine issues have arisen between the Parties regarding, among other things, IWS’s entitlement to an increase in the “Guaranteed Maximum Price,” or GMP, under the Contract for alleged changed and extra Work, and the Town’s entitlement to assess liquidated damages under the Contract for alleged delay by IWS in completing the Project (the “Dispute”).

WHEREAS, the Parties have engaged in confidential settlement discussions regarding the Dispute, and have developed a draft agreement that would fully compromise and settle all of their outstanding differences, disputes and controversies between them regarding the Contract, the Project, and the Work, and all claims arising out of or with respect to the Dispute, including, without limitation, the Town’s claim under IWS’s performance bond for the Project, which is attached hereto as **Exhibit A**; and

WHEREAS, the Town Board of Trustees has evaluated the proposed settlement agreement with IWS pertaining to the Project, and finds that entering into the settlement agreement with IWS is in the best interests 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 Settlement Agreement between the Town of Firestone and IWS is approved in substantially the same form as the copy attached hereto and made a part of this Resolution, and the Mayor is authorized to execute the Settlement Agreement on behalf of the Town.

Section 2. The Town Attorney and Town Manager are authorized to negotiate and approve such other provisions to the Agreement or Amendments to the Agreement, as the Town Attorney and Town Manager determine are necessary or desirable for the protection of the Town, so long as such provisions or amendments do not significantly alter the material substance of the transaction, and the Town Manager or designee are authorized to execute such amendment

documents.

Section 3. The Town Manager or such person's designee is further authorized to approve, sign, execute and deliver any and all documents, including change orders on behalf of the Town, and do all other things as may be necessary for the Town to perform under the Contract and Settlement Agreement, or to otherwise effectuate the terms of the Settlement Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 13th day of December, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”) is entered into by and between the Town of Firestone, Colorado (“Town”) and Integrated Water Services, Inc. (“IWS”). The Town and IWS may be individually referred to as a “Party” and collectively referred to as the “Parties.”

Recitals

A. On September 23, 2020, the Town, as “Owner,” and IWS, as “Construction Manager at Risk,” entered into a D-525 – Agreement Between Owner and Construction Manager at Risk on the Basis of Cost-Plus (Part 2B – Construction Phase) (the “Contract”) for the construction of a project known as the St. Vrain Water Treatment Plant (“Project”).

B. IWS has substantially completed the “Work” under the Contract, with only certain specified punch list items (the “Final Punch List”) remaining to be performed to achieve final completion. A copy of the Final Punch List is attached as Exhibit 1.

C. Genuine issues have arisen between the Parties regarding, among other things, IWS’s entitlement to an increase in the “Guaranteed Maximum Price,” or GMP, under the Contract for alleged changed and extra Work, and the Town’s entitlement to assess liquidated damages under the Contract for alleged delay by IWS in completing the Project (the “Dispute”).

D. The Parties have engaged in settlement discussions regarding the Dispute, and now wish to fully compromise and settle all of their outstanding differences, disputes and controversies between them regarding the Contract, the Project, and the Work, and all claims arising out of or with respect to the Dispute, including, without limitation, the Town’s claim under IWS’s performance bond for the Project.

In consideration of the mutual covenants and obligations set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which each of the Parties acknowledges, the Parties agree as set forth below.

Agreement

1. Settlement Terms. Subject to the terms and conditions of this Agreement, and in full and final settlement and satisfaction of all claims, demands, liabilities, losses, obligations, promises, acts, omissions, damages, injuries, costs and expenses, whether known or unknown, suspected or unsuspected, contingent or fixed, that either Party may have against the other Party based upon, related to, or that have arisen or may have arisen out of the Contract, the Project, the Work, and the Dispute, the Parties agree to the following terms:

A. Adjustment to Guaranteed Maximum Price. As part of the consideration for this Agreement, the Town agrees to increase the GMP under the Contract from \$17,997,128 to \$19,400,000 (the “Adjusted GMP”).

- i. GMP Amendment. To properly reflect and memorialize the Adjusted GMP, within two weeks of the Effective Date (defined below) IWS must execute and deliver to the Town Change Order No. 2, which shall increase the GMP under Article 6, Section 6.01A of D-525 of the Contract Documents to \$19,400,000.
- B. Settlement Payment. The Town agrees to pay to IWS, and IWS agrees to accept, as final settlement and full payment for the outstanding, unpaid balance of the Contract Sum due under the Contract, which is based on the Adjusted GMP, for all work performed by IWS, including release of any retainage amounts, the total sum of \$2,746,154 (the “Settlement Payment”).
 - i. To properly memorialize the Settlement Payment, IWS must first execute and deliver to the Town:
 - (a) As part of Change Order No. 2, the following terms:
 1. removing the Final Punch List from the description of the Project and Work under the Contract and the Contract Documents;
 2. amending Article 7, Construction Manager at Risk’s Responsibilities, of D-800 (Supplementary Conditions) of the Contract Documents to add a SC-7.06 – Concerning Subcontractors, Suppliers and Others – to read as follows:

Add a subparagraph 7.06.P that reads as follows:

P. Notwithstanding any other provision set forth herein to the contrary, as of IWS’s Substantial Completion of the Project on or about May 26, 2023, the Town assumes responsibility for making final payments on or administering IWS’ performance of its compensation obligations under IWS’s subcontracts and purchase orders with all Subcontractors and Suppliers for the performance of the parts of the Work.
 3. amending Article 7, Construction Manager at Risk’s Responsibilities, of D-800 (Supplementary Conditions) of the Contract Documents to add a SC-7.17 – Contractor’s General Warranty and Guarantee – to read as follows:

Delete Paragraph 7.17 in its entirety.

4. amending Article 17, Construction Manager at Risk's Responsibilities, of D-800 (Supplementary Conditions) of the Contract Documents to add a SC-14.07– Owner May Defective Work – to read as follows:

Add a subparagraph 14.07.E that reads as follows:

E. Notwithstanding any other provision set forth herein to the contrary, as of IWS's Substantial Completion of the Project on or about May 26, 2023, the Town assumes responsibility for correction or removal and replacement of defective Work.

5. amending Article 15, Construction Manager at Risk's Responsibilities, of D-800 (Supplementary Conditions) of the Contract Documents to add a SC-15.05 – Final Inspection – to read as follows:

Delete Paragraph 15.05 in its entirety.

6. amending Article 15, Construction Manager at Risk's Responsibilities, of D-800 (Supplementary Conditions) of the Contract Documents to add a SC-15.08 – Correction Period – to read as follows:

Delete Paragraph 15.08 in its entirety.

- (b) Within two weeks of the Effective Date (defined below), a Payment Application No. 25, effectively covering the total Settlement Payment and which shall constitute the final Application for Payment under the Contract.

1. Payment Application No. 25. IWS further acknowledges and agrees that the Settlement Payment fully and accurately covers all IWS's remaining accounts payable on the Project in the amounts stated in the Accounts Payable Register attached to this Agreement as Exhibit 2, together with the cost of all work performed under the Contract, retainage amounts, and all PCO and delay claim amounts, and that the Town's remittance of the Settlement Payment to IWS and to IWS's subcontractors and suppliers in accordance with this Agreement shall constitute payment of Application for Payment No. 25.

- (c) The Town shall approve Change Order No. 2 and Application for Payment No. 25 no later than two weeks after it receives them from IWS.
- C. Completion of Final Punch List. The Town agrees to assume full responsibility for completing the Final Punch List and releases IWS from any further responsibility related to the Final Punch List. Any costs incurred by the Town in completing the Final Punch List will be paid by the Town and not offset against or deducted from the Settlement Payment.
- D. Warranty Obligations. The Town agrees to assume full responsibility for administering and enforcing any warranty obligations under IWS's contracts with subcontractors and vendors on the Project and releases IWS from any further warranty obligations under the Contract Documents. Any costs incurred by the Town in connection with administering and enforcing warranties or the performance of any warranty work will be paid by the Town and not offset against or deducted from the Settlement Payment.
- E. Delivery of Settlement Payment. The Town will pay the Settlement Payment as follows:
 - i. Within nine weeks of the Town's approval of Change Order No. 2 and approval of Pay Application No. 25, the Town will arrange to directly pay, out of the Settlement Payment, the Accounts Payable Register. IWS agrees to cooperate with the Town to facilitate the Town in performing this payment obligation.
 - ii. The Town will obtain lien waiver releases in favor of the Town, IWS, and Everest from each subcontractor and vendor that provided labor, materials, or equipment to the Project, as well as releases of any verified statements of claim previously submitted by any such subcontractors or vendors (with the exception of the verified statement of claim submitted by CE Power Systems Inc., which is addressed separately below). The Town will complete its obligations under this Section 1.E.ii within a commercially reasonable amount of time.
 - (a) In the event that any subcontractor or vendor, in exchange for providing the required releases under Section 1.E.ii above, demands payment in an amount greater than the amount for that subcontractor or vendor as set forth in Exhibit 2, the Town will notify and consult with IWS to pay or arrange for payment of any undisputed amounts, and obtain IWS's consent to any payment in an amount greater than the amount set forth in Exhibit 2, which consent will not be unreasonably withheld. In such case, Exhibit 2 shall be replaced and superseded in its entirety with a new Exhibit 2 to reflect the new

amounts, which shall be attached hereto and incorporated into this Agreement.

- (b) The Town will provide IWS with copies of the required releases under Section 1.E.ii above within a commercially reasonable time after receiving them.
 - (c) After completing all required payments pursuant to Section 1.E.i above, the Town shall promptly begin work on the Final Punch List.
 - iii. No later than 14 days from the date the Town furnishes all lien waivers and verified statement of claim releases from all subcontractors and suppliers to IWS pursuant to Section 1.E.ii above, IWS must execute and deliver to the Town a Consent of Surety and a Lien Waiver release.
 - iv. The date of the Town's receipt of IWS' Consent of Surety and a Lien Waiver release as provided in Section 1.E.iii above shall be the date fixed and advertised for final settlement of the Contract ("Final Settlement Date").
 - v. On the Final Settlement Date, the Town will pay the remainder of the Settlement Payment, if any, to IWS via electronic funds transfer, provided that such amount is not subject to any verified statement of claims.
 - (a) If, at any point prior to the Final Settlement Date, the balance of the Settlement Payment due IWS becomes encumbered pursuant to C.R.S. § 38-26-107, then the Town shall release such amount and pay to IWS as provided in and in accordance with C.R.S. § 38-26-107.
 - vi. Upon completion of the Final Punch List and payment to all subcontractors for performing the Final Punch List work, the Town will obtain lien waiver releases in favor of the Town, IWS, and Everest, from each subcontractor and vendor that provided labor, materials, or equipment in completing the Final Punch List. The Town will provide IWS with copies of the aforementioned releases within a commercially reasonable time after receiving them.
- F. Assignment of Subcontracts and Purchase Orders. IWS will assign its subcontracts and purchase orders for the Project to the Town as and when reasonably requested by the Town to facilitate the Town's performance of its responsibilities under Sections 1.C, 1.D, and 1.E of this Agreement.
- G. CE Power Systems Inc. Verified Statement of Claim. Within a commercially reasonable time after the Effective Date, IWS intends to obtain and submit to the Town a bond under Colo. Rev. Stat. section 38-26-108 to release the January 11, 2023 verified statement of claim submitted by CE Power Systems Inc. ("CEPS"). The Town agrees to cooperate with IWS in defending any claims by CEPS against

IWS related to the Project, including providing access to relevant documents, information, and witnesses within the Town's possession, custody, or control.

- H. Termination of Contract. IWS and the Town each agree the Contract shall terminate and shall be deemed null and void upon IWS's receipt of the Settlement Payment, and neither Party shall have any further rights or legal obligations thereunder.
- I. No Additional Consideration for Counterclaims. The Town and IWS have considered all their potential claims, counterclaims, or causes of actions arising from, or relating to, the facts and circumstances relating to the Dispute, and any and all defenses, whether statutory or based in the common law, applicable to any such claims, counterclaims or causes of action, in determining the Settlement Terms and agree that neither Party shall receive additional payment regarding the Dispute or any other terms under any other contract or agreement.
- J. Attorneys' Fees and Costs. The Parties acknowledge and agree that they are solely responsible for paying their own any attorneys' fees and costs incurred in connection with the Dispute, including, but not limited to, attorneys' fees and costs incurred in connection with the negotiation of this Agreement.

2. Mutual Release. In consideration of, and effective upon the mutual execution of this Agreement, and completion of the Settlement Terms, each Party hereby forever, fully and finally releases, relieves and discharges the other Party from and against from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, whether at law or in equity, known or unknown, which they have, or may have had, against the Other Party, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from of the Dispute, including any claims under the performance and payment bonds issued by Everest in connection with the Project (the "Released Claims"), excluding only the performance and enforcement of the express obligations under this Agreement. This Agreement resolves any claim for relief that has or could have been alleged by either Party against the other Party relating to the Contract, the Project, the Work, or the Dispute, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, punitive damages, costs, and attorneys' fees related to or arising from the Dispute.

3. Representations and Warranties.

- A. No Outstanding or Known Future Claims or Causes of Action. Each Party represents and warrants that it has not filed with any governmental agency or court any type of action or report against the other Party, and currently knows of no existing act or omission by the other Party that may constitute a claim or liability excluded from the Released Claims set out in Section 2, above.

- B. No Assignment or Transfer of Claims. Each Party represents and warrants that it is the rightful owner of and has not encumbered, assigned, or transferred, nor will it in the future attempt to encumber, assign, or transfer, the Released Claims, demands, obligations or causes of action referred to herein.
- C. Parties' Authority to Settle. Each Party represents and warrants that it has full authority to enter into, deliver, and perform under this Agreement, and that all acts and actions have been taken to grant such authority, and that no third-party consent, which has not already been obtained, is required.
- D. Signatories' Authority to Execute Agreement. Each signatory to this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the Party for which he or she executed this Agreement.
- E. No Violation of Organizational Documents, Covenants, or Restrictions. Each Party warrants and represents the Party's execution of this Agreement is not in violation of any charter, organizational document, articles of organization, certificate of organization, operating agreement, by-laws, articles of incorporation, certificate of incorporation, covenants, or other restrictions placed upon them by their respective entities.
- F. The Parties represent that they will not at any time after execution of this Agreement commence any action, lawsuit, or other legal proceeding against each other relating to or arising out of the Released Claims.

4. Denial of Liability. The Parties acknowledge that this Agreement represents a compromise and final settlement of disputed claims. The Parties further understand and agree that the performance of the conditions and provisions of this Agreement, including the payment and acceptance of the Settlement Payment, may not be construed as an admission of liability on the part of either Party, with all liability being expressly denied.

5. Non-Disparagement. The Parties agree that, unless required to do so by legal process, they and their respective elected and appointed officials, officers, and directors will not make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, about the other Party or any person or entity affiliated with the other Party. For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause the recipient of the communication to question the business condition, integrity, competence, good character, or product quality of the person or entity to whom the communication relates. This non-disparagement provision is material to this Agreement and its violation shall constitute a breach of this Agreement.

6. Non-Reliance. The Parties assume all risk that the facts, law, or damages may be or become different than the facts, law, or damages presently believed by the Parties. Further, each Party disclaims all reliance upon, and prospectively waives, any fraud, misrepresentation, negligence, or other claim based upon information supplied by the other Party.

7. Agreement is Legally Binding. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective parents, subsidiaries, affiliates, predecessors, successors, and assigns/successors, assigns, executors, administrators, heirs, and estates.

8. Integration. This Agreement constitutes the entire Agreement of the Parties and a complete merger of prior negotiations and agreements. This Agreement may not be modified except in a writing signed by the Parties.

9. Knowing Waiver. In entering into this Agreement, each Party acknowledges that:

A. It has had the opportunity to seek and rely upon the legal advice of attorneys of its own choosing.

B. It fully understands and voluntarily accepts the Agreement's terms based on the consideration set forth in this Agreement and not on any other promises or representations by the other Party or any attorney or other agent or representative of the other Party.

C. In deciding to sign this Agreement, it did not rely and has not relied on any oral or written representation or statement by the other Party or any attorney, or other agent or representative of the other Party, including but not limited to any representation or statement about the subject matter, basis, or effect of this Agreement.

10. Governing Law. This Agreement is governed in all respects, including its validity, interpretation, and effect, by the laws of the State of Colorado.

11. Waiver. No term or condition of this Agreement will be deemed to have been waived, nor will there be an estoppel against the enforcement of any provision of this Agreement, except by a writing signed by the Party to be charged with the waiver or estoppel.

12. Severability. Each provision of this Agreement must be interpreted so as to be effective and valid under applicable law to the fullest extent possible, but if any provision of this Agreement, standing alone or in connection with another, is held to be invalid, illegal, or unenforceable, the remaining provisions will not be affected and the Agreement will be construed and interpreted as if such invalid, illegal, or unenforceable provision had never been included so as to effectuate the purpose of this Agreement and the intention of the Parties.

13. Authorship. The Parties acknowledge that this Agreement is the result of negotiations and joint authorship and agree that it will not be construed or interpreted against either Party on the grounds of sole or primary authorship. The Parties further acknowledge that each has had the full opportunity to consult with legal counsel and any other advisors of their choice in electing to enter into this Agreement.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which will constitute one and the same document. Signed counterparts may be exchanged via email.

15. Effectiveness of Agreement. This Agreement will be effective on the date of the last signature below (the “Effective Date”).

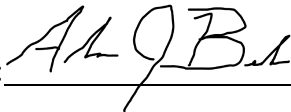
* * *

**THE UNDERSIGNED HAVE CAREFULLY READ THE FOREGOING AGREEMENT,
UNDERSTAND IT, AND SIGN IT VOLUNTARILY.**

TOWN OF FIRESTONE

INTEGRATED WATER SERVICES, INC.

Signed: _____

Signed:  _____

Printed Name: _____

Printed Name: Alexander J. Buehler

Title: _____

Title: President & CEO

Date: _____

Date: 12/12/2023

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.e

Discussion/Action

Meeting Date: December 13, 2023

Initiated By:

Dept: Administration

AGENDA TITLE

Consideration of Mayor's Veto of Resolution 23-120

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. MOU and Advisory Services Agreement - Central Park (2)
2. Resolution 23-120
3. Resoution23-120 Mayor's Veto20231208_14064919

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, 2018

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**

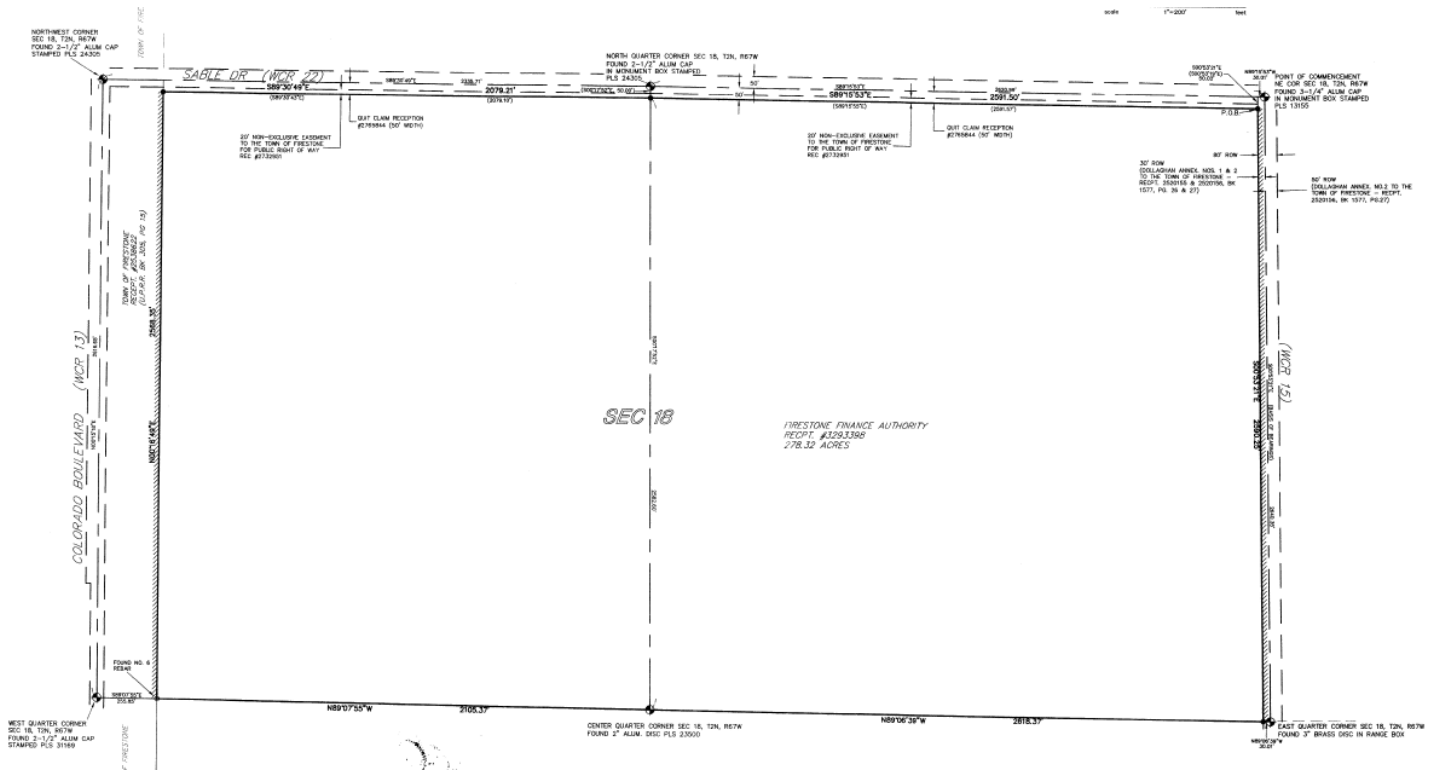


EXHIBIT C
Advisory Services Agreement

[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

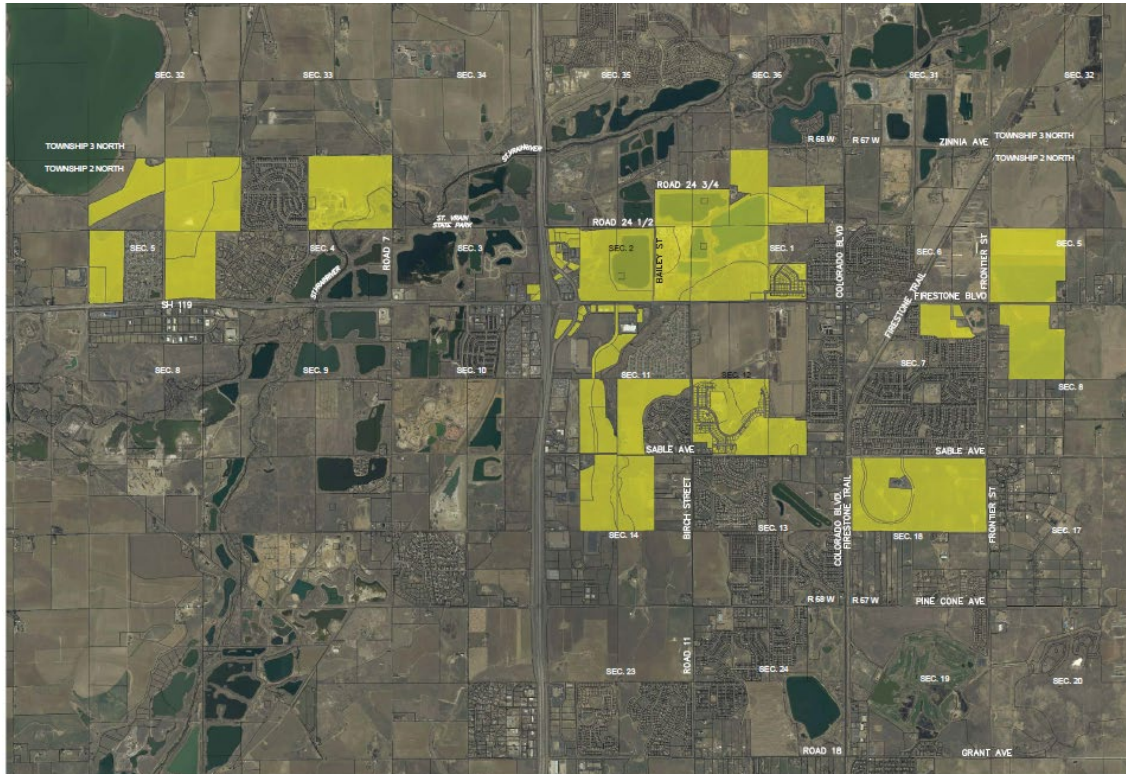
By: _____

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**

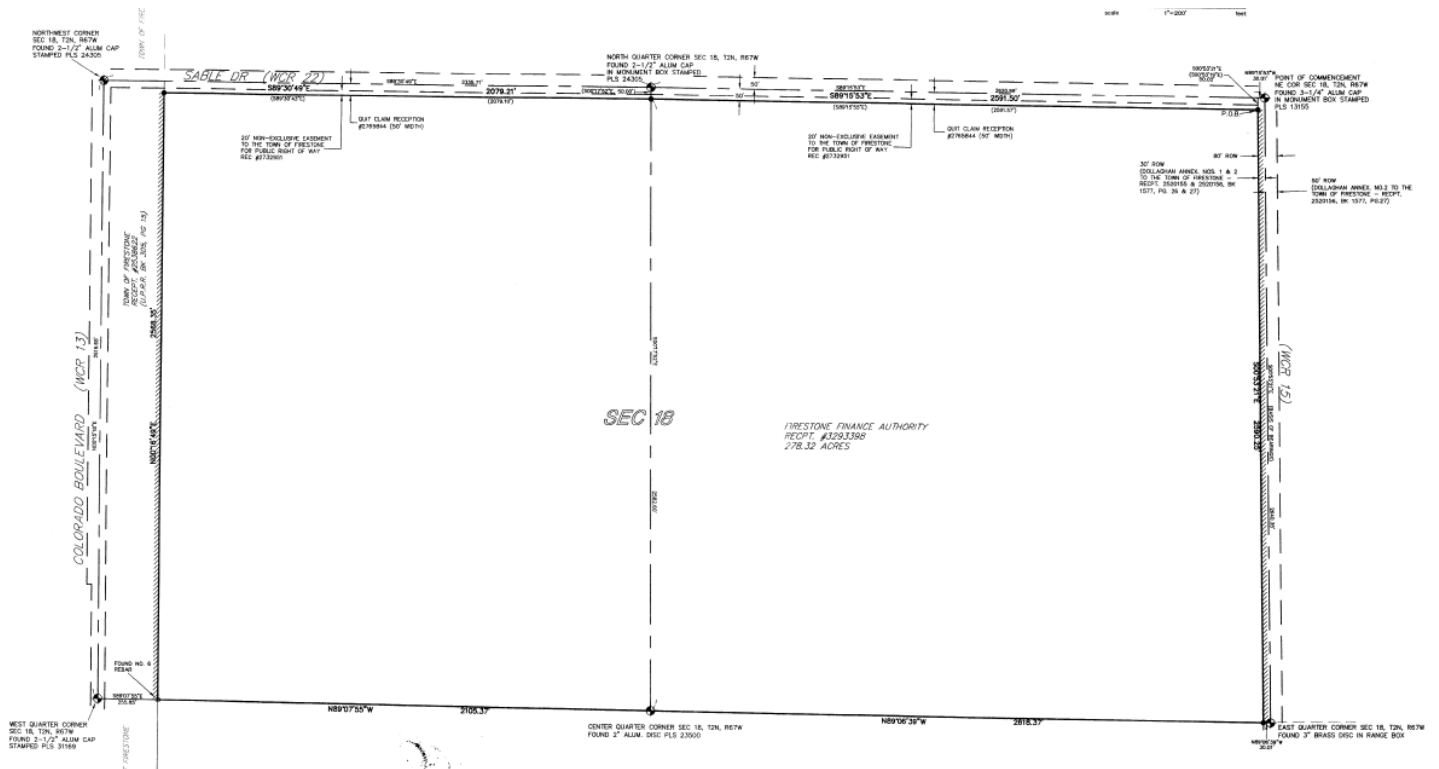
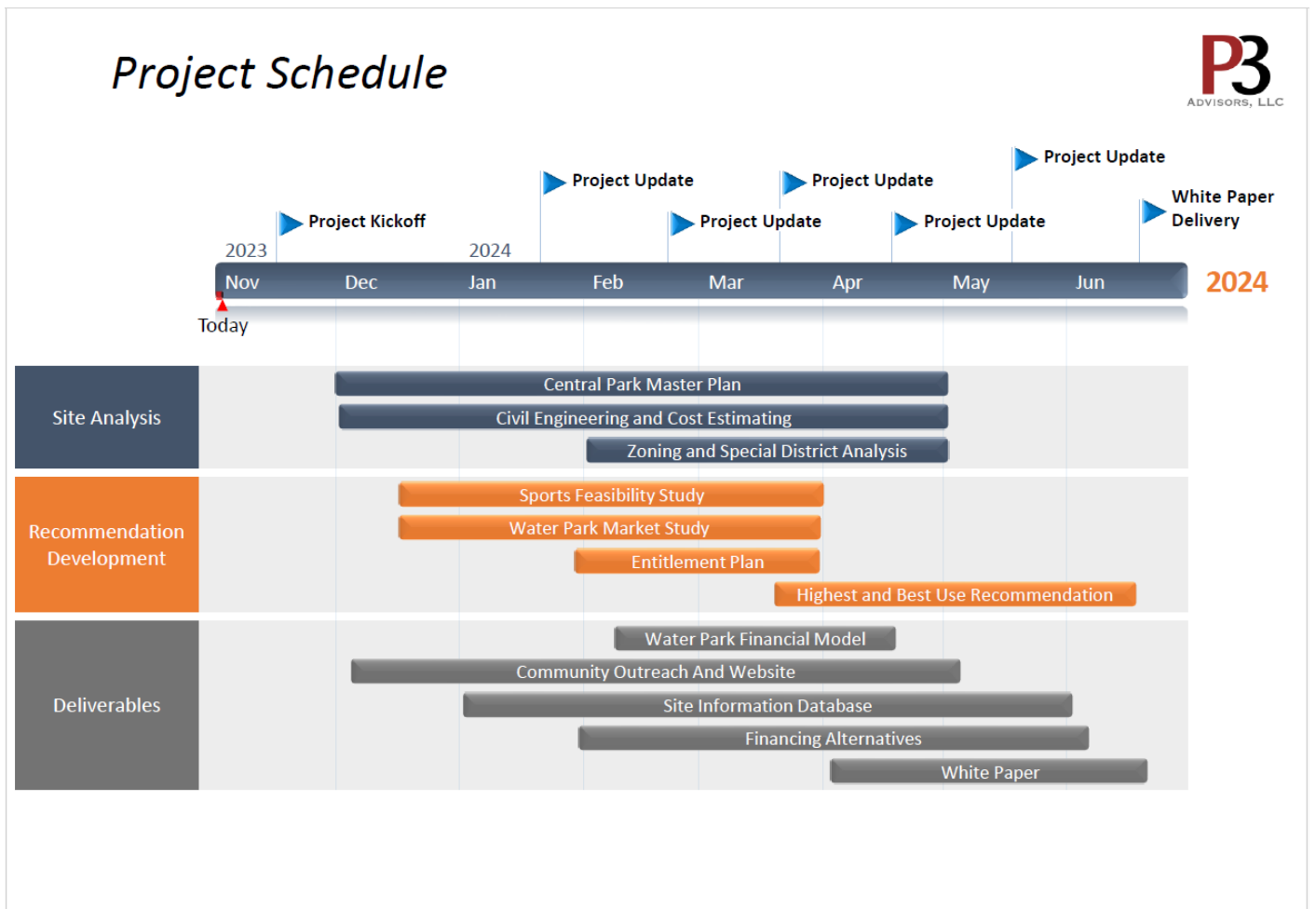


EXHIBIT C
Project Description

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

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

DATE November 22, 2023

TO Firestone Town Board of Trustees

FROM Drew Peterson, Mayor

SUBJECT Firestone Central Park

I am disapproving resolution 23-120. My reasons are as follows.

The complete name when originally purchased and annexed and zoned is Firestone Central Park a Civic, Cultural and Community Center. The original Vision, that was the basis for attracting the Carbon Valley Regional Library to Central Park. A passive park area with just civic buildings. In passive activities. Not major sports fields or commercial activities. That just was never the plan.

At the time, The Firestone Mayor, Board of Trustees, Planning Commission, and Parks and Trails Advisory Board worked diligently with public input to refine the overall master plan for Firestone's the 272-acre Central Park. Specific focus was on architectural styles and themes for building and park amenities. This effort was coordinated with the Weld Library District who has selected Firestone Central Park as the new home for its regional library. Below are some of the visions statements that were approved when the property was purchased:

Trail Parking

This area will serve as a trail head for the use of all the planned trails within Central Park and the over many miles of Firestone Trail.

Recreation Center

A full service recreation center is planned that would include indoor swimming, water activities, basketball, exercise rooms, running, skating and ice hockey. An outdoor swimming pool has been discussed as a very desirable element.

Community Center

The community center is planned to serve a number of needs of the community when specific public gatherings are required that would not function in the municipal center.

These were some of the visions that were originally planned for the park. Nothing too intense just civic and passive recreational areas. I would suggest it's only reasonable to stick with the Vision that is originally was created. I also suggest that building the Newtown hall without any public hearings. Really hurt transparency with the public over this project. Public hearings were held for the library. I still don't understand why there weren't public hearings for the new town Hall. Which I think is already undersized.

My suggestion is that we need to have study sessions on whatever we're gonna do, because they have long-term effects. Don't understand what the rush, rush is. Being based on. And I don't think it's fair to the citizens that we completely change course from the original intent of the project. Central Park is a big deal. Let's not mess it up.

Fundamentally my biggest concern is the lack of mention in the MOU, Service Agreement nor in any of the hours of board discussion of working hand and hand with the Parks Commission.

There are four phases to a process of this type, Assess, Plan, Design and Build. The Service agreement focuses on the Plan phase. Currently the town has not even defined what the various options are. We need the include the Parks Commission and greater extent the residents in this process or we are likely to fail yet again in getting resident's approval.

I request we work on a new contract with P3 focusing on the assess phase.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.f

Discussion/Action

Meeting Date: December 13, 2023

Initiated By:

Dept: Planning & Development

AGENDA TITLE

Appointment of a Regular Member to the Town of Firestone Planning and Zoning Commission

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

Payroll Board Report November 2023

Company Total

Gross Earnings	Hours/Units	Amount	% of Co	Voluntary Deductions	Amount	Employee Taxes	Amount
Regular	16,271.25	717,376.91	100.00%	Accident Insurance	1,369.32	Federal W/H	71,919.26
Overtime	326.75	18,445.27	100.00%	Critical Illness + Spouse	461.85	Medicare	12,197.74
Bereavement	63.25	2,529.03	100.00%	Critical Illness Employee Only	717.34	Colorado State W/H	30,517.00
Call Out	12.00	563.54	100.00%	Equipment	665.06		114,634.00
Comp Time Earned	-	-	-	FPPA - 457 Amount	1,500.00		
Comp Time Used	108.28	3,205.23	100.00%	FPPA - 457 Percentage	720.94	Employer Taxes	Amount % of Co
Contract Paid Time Off	2.00	158.65	100.00%	FPPA - Police Pension	31,708.47	Employer Medicare	12,197.74 100.00%
Extended Paid Leave	79.50	3,488.41	100.00%	FPPA ROTH 457	550.00	CO SUI	36.66 100.00%
FTO Pay	25.00	1,054.85	100.00%	FSA Dependent Care Amount	3,272.12		12,234.40 100.00%
Holiday Time Off	745.75	31,833.63	100.00%	Flexible Spend Account Medical	3,196.06		
Holiday Time Off 10	226.25	11,084.72	100.00%	Health Savings Account	17,530.42	Employer Match	Amount % of Co
Holiday Worked	110.50	7,627.40	100.00%	Hospital Insurance Employee On	1,162.31	ER PERA MATCH - Match	86,425.57 100.00%
PD Grants/ Contracts	2.25	143.82	100.00%	Limited Purpose Flexible Spend	153.32	FPPA Employer Contribution - M	25,102.54 100.00%
PD Shift Supervisor	7.00	507.47	100.00%	Medical HSA Choice	6,706.04	Mission Square 457 pretax ERD	1,938.46 100.00%
PTO STD	-	-	-	Medical OAP	8,031.13		113,466.57 100.00%
Paid Time Off	1,772.18	80,102.94	100.00%	Mission Square - 401a Amount	150.00		
Police Security Events	9.50	712.50	100.00%	Mission Square - 457b %	240.98	Memo Deductions	Amount
Unpaid FMLA	25.27	-	-	Mission Square - 457b Amount	150.00	Basic Life AD&D - ER Paid	1,641.60
Unpaid Leave	3.77	-	-	Mission Square - Roth IRA %	240.98	Dental Employer Contribution	9,673.46
Workers Comp Leave	41.36	1,194.48	100.00%	PERA	52,334.19	HSA Employer Contribution	3,800.00
CELL PHONE STIPEN	-	325.00	100.00%	PERA - 401K Roth Amount	500.00	Long Term Disability ER Paid	2,048.90
Retro Pay	-	88.00	100.00%	PERA - 401K Amount	540.00	Medical Base ER Contribution	43,287.62
	19,831.86	880,441.85	100.00%	PERA - 401K Percentage	933.62	Medical HSA Choice ER Contrib	49,176.68
				PERA - 457 AMOUNT	980.00	Medical OAP Employer Contrib	44,406.24
				PERA - 457 PERCENTAGE	1,806.86	Pension Death and Disability	8,664.17
				PERA - 457 ROTH AMOUNT	300.00	Short Term Disability ER Paid	2,651.00
				PERA - 457 ROTH PERCENTAG	336.16	Vision Employer Contribution	1,741.32
				PERA Life Insurance	108.50		167,090.99
				Voluntary Life and AD&D Child	57.60		
				Voluntary Life and AD&D Employ	1,562.83	Net Pay	627,364.65
				Voluntary Life and AD&D Spouse	457.10		
					138,443.20		

Name	Total Paid
Total 4 RIVERS EQUIPMENT, LLC:	35.21
Total ABS CONCRETE INC:	8,038.00
Total ADAMSON POLICE PRODUCTS:	26,007.75
Total AIRGAS INC:	151.04
Total ALAN PLUMMER AND ASSOCIATES, INC:	9,118.27
Total Altitude Recreation Inc:	10,119.00
Total AMAZON CAPITAL SERVICES:	5,014.37
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total American West Land Surveying Co Inc:	5,200.00
Total ANDERSON CONSULTING ENGINEERS, INC:	8,523.75
Total ANGEL ARMOR, LLC:	2,178.56
Total APWA COLORADO:	375.00
Total ARKANSAS VALLEY SEED INC:	168.00
Total ASPHALT SPECIALTIES-HENDERSON:	1,540.86
Total B K TIRE, INC:	2,662.90
Total BAREFOOT RESIDENTIAL LLC:	287.97
Total BEACON COMMUNICATIONS LLC:	3,919.29
Total Black Hills Energy:	2,577.55
Total BOHANNAN HUSTON INC:	36,418.48
Total Brothers Redevelopment Inc:	17,613.59
Total BUCKEY INTERNATIONAL INC:	1,485.32
Total C & W TRUCK AND TRAILER, LLC:	325.04
Total Calcium Control Inc:	1,000.00
Total CARBON VALLEY RECREATION DISTRICT:	332.50
Total CELEGANS LABS INC:	16,310.50
Total CENTRAL WELD COUNTY WATER DISTRICT:	6,149.27
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	150,704.06
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	59,000.00
Total CENTURY LINK:	844.99
Total CHASE PAYMENTNET:	89,520.41
Total CHECK-IT CODE CONSULTING LLC:	15,273.21
Total CIGNA HEALTH & LIFE INSURANCE CO:	151,652.21
Total CINTAS FIRST AID & SAFETY:	385.97
Total CMS ENVIRONMENTAL SOLUTIONS LLC:	410.00
Total Colorado Analytical Laboratory:	223.00
Total COLORADO ASSOCIATION OF CHEIFS OF POLICE:	684.50
Total COLORADO MATERIALS, INC:	703.80
Total COLORADO STATE PATROL:	375.00
Total CONCENTRA MEDICAL CENTERS:	330.00

Name	Total Paid
Total CONSILIUM COLORADO, LLC:	2,248.90
Total Craneworks Inc:	1,529.29
Total DANA KEPNER COMPANY INC.:	10,456.54
Total DBC IRRIGATION SUPPLY:	919.36
Total DEFALCO CONSTRUCTION:	276,537.75
Total DELTA DENTAL OF COLORADO, INC:	9,625.54
Total Elite Collision Systems:	31,449.57
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	1,385.03
Total EMPLOYMENT MATTERS LLC:	6,580.00
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	78,553.83
Total FASTENAL COMPANY:	8.92
Total FIRST INTEGRITY TITLE COMPANY:	93.07
Total FIT FOR YOU LLC:	94.50
Total FLEXX PRODUCTIONS LLC:	566.14
Total FRANCE PUBLICATIONS, INC:	850.00
Total FRED DIEHL CONSULTING:	2,350.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	2,837.50
Total FRONTIER BUSINESS PRODUCTS:	2,876.64
Total FUZION FIELD SERVICES LLC:	7,757.17
Total G & G EQUIPMENT INC:	143.71
Total GO LAW ENFORCEMENT LLC:	240.00
Total GOLF & SPORT SOLUTIONS:	1,741.60
Total GRAINGER:	87.92
Total GREEN GIRL RECYCLING SERVICES:	225.00
Total HAYASHI & MACSALKA, LLC:	16,561.61
Total INTERSTATE FORD:	311.58
Total JEH Consulting LLC:	22,410.00
Total JONES, STEPHEN:	1,100.00
Total KATHLEEN A. OATIS:	1,250.00
Total KIMBALL MIDWEST:	456.17
Total KING CHEVROLET BUICK GMC:	38.16
Total KINSCO, LLC:	17.49
Total KUMAR & ASSOICIATES INC:	2,020.00
Total LAND TITLE-DENVER-2:	76.75
Total LANGUAGE NEXUS, INC:	660.00
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	73,586.42
Total LENNAR COLORADO:	245.54
Total LEXISNEXIS RISK SOLUTIONS:	805.00
Total LIFE STORIES:	250.00

Name	Total Paid
Total LITTLE THOMPSON WATER DISTRICT:	1,244.75
Total LONGMONT HUMANE SOCIETY:	1,225.00
Total LYONS GADDIS:	3,000.00
Total MAIN STREET MAT COMPANY, INC:	679.82
Total MDI TRUCKS OF NORTHERN COLORADO:	994.40
Total MILE HIGH SHOOTING ACCESSORIES LLC:	1,904.00
Total MINDSHARE HDV, LLC:	5,980.00
Total MISC VENDOR:	6,158.28
Total MOORE IACOFANO GOLTSMAN, INC:	5,397.50
Total MOUNTAIN TRUCK & EQUIPMENT CO:	36.00
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	13,316.25
Total MUTUAL OF OMAHA INSURANCE CO:	8,387.86
Total NEW IPT INC:	10,312.50
Total ODP BUSINESS SOLUTIONS LLC:	298.95
Total O'REILLY AUTO PARTS:	1,424.24
Total ORKIN PEST CONTROL, INC:	216.98
Total PINNACOL ASSURANCE:	169.87
Total Professional Leverage Inc:	1,250.00
Total PUREWATER DYNAMICS, INC:	410.85
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	108.00
Total REDNECK TRAILER SUPPLY:	45.00
Total RESTITUTION / COURT REFUNDS:	300.00
Total REXEL USA, INC:	85.74
Total RIPTIDE CAR & PET WASH:	559.25
Total ROAD SAFE TRAFFIC SYSTEMS:	320.76
Total ROCKY MOUNTAIN RESERVE LLC:	448.85
Total SALT LAKE WHOLESALE SPORTS:	1,979.40
Total SHERWIN WILLIAMS CO.:	99.18
Total SHRED VAULT COLORADO LLC:	90.00
Total ST VRAIN WATER AUTHORITY:	94,649.13
Total STEVE BALCEROVICH:	1,250.00
Total STEWART TITLE (WSTMN):	.00
Total Sturgeon Electric Company:	59,033.00
Total SYMBOL ARTS:	270.00
Total THE TREE FARM:	1,294.86
Total THOMSON REUTERS-WEST:	228.09
Total Tier One Networking LLC:	19,619.00
Total TIMBER LINE ELECTRIC & CONTROL CORP:	1,344.00
Total Timothy Miller:	209.00

Name	Total Paid
Total TLTC DISTRIBUTING LLC:	624.10
Total TRANSWEST TRUCK TRAILER RV:	229.65
Total TWOPENNY PRODUCTIONS LLC:	190.00
Total UME CUSTOM EMBROIDERY:	468.11
Total UNITED SITE SERVICES OF COLORADO:	840.00
Total UNIVERSITY AUTO PARTS, INC:	2,142.59
Total UTILITY NOTIFICATION CENTER OF COLORADO:	350.88
Total UTILITY REFUNDS -1:	5,478.98
Total VALLI INFORMATION SYSTEMS:	3,064.16
Total VECTOR DISEASE CONTROL INTERNATIONAL LLC:	8,507.60
Total Verizon Connect NWF INC:	226.85
Total VIA MOBILITY SERVICES:	4,800.00
Total VISION SERVICE PLAN - VSP:	1,732.49
Total WAGNER WELDING SUPPLY CO.:	17.08
Total WEAR PARTS & EQUIP CO. INC:	2,293.96
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,007.00
Total WELD COUNTY INFORMATION TECHNOLOGY:	11,118.25
Total Wesspur Tree & Equipment Inc:	6,796.21
Total WESTWATER RESEARCH, LLC:	5,000.00
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	793.92
Total WICKHAM TRACTOR CO, Inc:	510.01
Total WS BARRICADE CORP:	3,390.00
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	3,277.08
Total YOURMEMBERSHIP.COM:	299.00
Grand Totals:	1,502,304.50

Name	Total Paid
MISC VENDOR	
Total Aspen Contracting:	337.26
Total CARBON VALLEY LUTHERAN:	5,000.00
Total ION DEVELOPER LLC:	821.02
Grand Totals:	6,158.28

Payroll Board Report: October 2023

Company Total

Gross Earnings	Hours/Units	Amount	% of Co	Voluntary Deductions	Amount	Employee Taxes	Amount
Regular	17,262.50	759,946.99	100.00%	Accident Insurance	1,345.54	Federal W/H	71,676.74
Overtime	235.00	16,084.12	100.00%	Critical Illness + Spouse	451.90	Medicare	12,150.93
Bereavement	49.00	1,967.76	100.00%	Critical Illness Employee Only	731.10	Social Security	137.48
Call Out	12.00	447.44	100.00%	Equipment	725.20	Colorado State W/H	30,412.00
Comp Time Used	114.91	3,615.62	100.00%	FPPA - 457 Amount	1,500.00		114,377.15
Contract Paid Time Off	34.00	1,635.57	100.00%	FPPA - 457 Percentage	719.38		
Extended Illness Bank	19.02	919.24	100.00%	FPPA - Police Pension	31,968.90	Employer Taxes	Amount % of Co
Extended Paid Leave	24.50	940.45	100.00%	FPPA ROTH 457	550.00	Employer Medicare	12,150.93 100.00%
FTO Pay	22.00	962.35	100.00%	FSA Dependent Care Amount	3,272.12	Employer Social Security	137.48 100.00%
Holiday Time Off	9.10	295.13	100.00%	Flexible Spend Account Medical	3,196.06	CO SUI	68.11 100.00%
Holiday Time Off 10	104.75	5,963.43	100.00%	Health Savings Account	17,365.82		12,356.52 100.00%
Jury Duty Leave	4.00	140.72	100.00%	Hospital Insurance Employee On	1,109.02		
PD Shift Supervisor	5.00	362.48	100.00%	Limited Purpose Flexible Spend	153.32	Employer Match	Amount % of Co
PTO STD	-	-	-	Medical HSA Choice	6,706.04	ER PERA MATCH - Match	84,769.73 100.00%
Paid Time Off	1,720.45	76,596.24	100.00%	Medical OAP	7,712.16	FPPA - Police Pension - Match	1,504.49 100.00%
Unpaid Leave	14.52	-	-	Mission Square - 401a Amount	150.00	FPPA Employer Contribution - M	25,308.71 100.00%
Workers Comp Leave	62.89	1,937.77	100.00%	Mission Square - 457b %	240.98	Mission Square 457 pretax ERD	1,938.46 100.00%
CELL PHONE STIPEN	-	300.00	100.00%	Mission Square - 457b Amount	150.00		113,521.39 100.00%
MISC PAY	-	483.43	100.00%	Mission Square - Roth IRA %	240.98		
Mayor/Trustee	-	2,150.00	100.00%	PERA	51,324.50	Memo Deductions	Amount
Retro Pay	-	1,947.65	100.00%	PERA - 401K Roth Amount	500.00	Basic Life AD&D - ER Paid	1,639.85
	19,693.64	876,696.39	100.00%	PERA - 401K Amount	540.00	Dental Employer Contribution	9,649.87
				PERA - 401K Percentage	943.17	HSA Employer Contribution	3,800.00
				PERA - 457 AMOUNT	980.00	Long Term Disability ER Paid	2,046.76
				PERA - 457 PERCENTAGE	1,806.86	Medical Base ER Contribution	43,287.62
				PERA - 457 ROTH AMOUNT	300.00	Medical HSA Choice ER Contrib	49,176.68
				PERA - 457 ROTH PERCENTAG	336.16	Medical OAP Employer Contrib	43,700.34
				PERA Life Insurance	108.50	Pension Death and Disability	8,737.94
				Voluntary Life and AD&D Child	57.60	Short Term Disability ER Paid	2,648.80
				Voluntary Life and AD&D Employ	1,785.70	Vision Employer Contribution	1,737.11
				Voluntary Life and AD&D Spouse	453.25		166,424.97
					137,424.26	Net Pay	624,894.98

Name	Total Paid
Total ABS CONCRETE INC:	137,088.00
Total AIRGAS INC:	64.64
Total AMAZON CAPITAL SERVICES:	3,535.31
Total AMERICAN CONSERVATION & BILLING SOLUTION:	8,756.00
Total ANATUM GEOMOBILE SOLUTIONS:	13,594.99
Total A-ONE CHIPSEAL:	83,039.20
Total Arrakeen Resource LTD CO:	3,977.50
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total AXON ENTERPRISE INC:	54,239.94
Total B K TIRE, INC:	1,982.03
Total BAREFOOT RESIDENTIAL LLC:	346.13
Total BINFORD SUPPLY LLC:	214.01
Total Black Hills Energy:	800.25
Total BOBCAT OF THE ROCKIES:	135.33
Total BOHANNAN HUSTON INC:	32,688.74
Total BOWMAN CONSTRUCTION SUPPLY:	126.20
Total BRANNAN SAND & GRAVEL CO llc:	719,765.03
Total BUCKEY INTERNATIONAL INC:	548.79
Total CARBON VALLEY RECREATION DISTRICT-FURA:	2,242.52
Total CDW LLC:	1,128.14
Total CELEGANS LABS INC:	17,012.57
Total CENTRAL STATES HOSE INC:	200.10
Total CENTRAL WELD COUNTY WATER DISTRICT:	29.27
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	189,031.56
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	11,800.00
Total CENTURY LINK:	843.96
Total CERTIFIED LABORATORIES:	1,587.90
Total CHASE PAYMENTNET:	72,066.11
Total CHECK-IT CODE CONSULTING LLC:	5,843.96
Total CHICAGO TITLE (TUFTS):	35.10
Total CINTAS FIRST AID & SAFETY:	662.05
Total CIRSA:	304.46
Total Colorado Analytical Laboratory:	1,219.00
Total COLORADO CIVIL GROUP INC.:	36,868.22
Total Colorado Event Traffic LLC:	524.00
Total COLORADO JUMPS DBA AIRBOUND:	3,530.00
Total COLORADO MATERIALS, INC:	1,297.47
Total DANA KEPNER COMPANY INC.:	11,774.81
Total DBC IRRIGATION SUPPLY:	9,644.27

Name	Total Paid
Total DEFALCO CONSTRUCTION:	537,481.35
Total DITESCO LLC:	31,197.36
Total ELEVATED CLOUD SERVICES LLC:	19,485.75
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	1,078.91
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	55,946.64
Total ENVIROTECH SERVICES INC.:	8,402.14
Total FACTORY MOTOR PARTS CO.:	68.39
Total FBI-LEEDA Inc:	795.00
Total FERGUSON WATERWORKS #1116:	395.94
Total FIRST AMERICAN TITLE CO:	332.80
Total FLEXX PRODUCTIONS LLC:	1,302.04
Total FRANCE PUBLICATIONS, INC:	850.00
Total FRED DIEHL CONSULTING:	1,550.00
Total FREDERICK-FIRESTONE FIRE-FURA:	8,945.24
Total FRONTIER BUSINESS PRODUCTS:	1,000.36
Total FUZION FIELD SERVICES LLC:	3,709.53
Total G & G EQUIPMENT INC:	801.29
Total GAMETIME:	40,411.44
Total GOLF & SPORT SOLUTIONS:	7,645.98
Total GRAINGER:	974.26
Total GREEN GIRL RECYCLING SERVICES:	183.00
Total GREEN MILL SPORTSMAN'S CLUB, INC:	450.00
Total GROUND SOLUTIONS:	10,567.00
Total HACH COMPANY:	657.00
Total HARDLINE EQUIPMENT LLC:	2,231.80
Total HAYASHI & MACSALKA, LLC:	13,634.50
Total HERITAGE TITLE - TUFTS:	40.32
Total High Plains Library District - FURA:	2,032.27
Total HUBCOM INC:	2,535.00
Total INTEGRATED WATER SERVICES, INC:	141,860.80
Total INTELLICHOICE INC:	3,825.40
Total INTERSTATE BATTERY OF THE ROCKIES:	182.55
Total INTERSTATE FORD:	1,803.23
Total JAIME BROWER PSYCHOLOGICAL SERVICES:	180.00
Total JONES, STEPHEN:	1,100.00
Total KATHLEEN A. OATIS:	1,250.00
Total KG CLEAN INC:	6,788.28
Total KIMBALL MIDWEST:	1,947.75
Total KING CHEVROLET BUICK GMC:	19.78

Name	Total Paid
Total KINSCO, LLC:	59.98
Total KUMAR & ASSOICIATES INC:	4,135.00
Total L G EVERIST INC:	923.10
Total LAND TITLE-DENVER-2:	40.92
Total LANGUAGELINE SOLUTIONS:	133.76
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	35,734.97
Total LENNAR COLORADO:	147.39
Total LEONARD RICE ENGINEERS, INC:	31,454.07
Total LEXISNEXIS RISK SOLUTIONS:	805.00
Total LITTLE THOMPSON WATER DISTRICT:	1,400.91
Total LONGMONT HUMANE SOCIETY:	1,225.00
Total MAC EQUIPMENT INC LONGMONT:	2,027.65
Total MAIN STREET MAT COMPANY, INC:	679.82
Total MCCANDLESS TRUCK CENTER, LLC:	929.40
Total MCGRANE WATER ENGINEERING, LLC:	6,137.50
Total MDI TRUCKS OF NORTHERN COLORADO:	229.56
Total METRO PAVERS INC:	7,866.00
Total MISC VENDOR:	1,651.33
Total MORGAN STANLEY SMITH BARNEY LLC:	5,856.38
Total MOTOROLA SOLUTIONS:	28,147.05
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	7,045.75
Total MUTUAL OF OMAHA INSURANCE CO:	8,419.14
Total NEIGHBORS POINT METRO DISTRICT:	782.70
Total NEW IPT INC:	3,156.50
Total Northern Colorado Water Cons. Dist.-FURA:	1,576.46
Total NP125 Metropolitan District - FURA:	1,215.42
Total ODP BUSINESS SOLUTIONS LLC:	67.96
Total O'REILLY AUTO PARTS:	1,033.02
Total ORKIN PEST CONTROL, INC:	541.95
Total Peak Facilitation Group Inc:	7,570.00
Total Police Executive Research Forum:	10,600.00
Total PUREWATER DYNAMICS, INC:	545.05
Total RAFTELIS FINANCIAL CONSULTANTS INC:	1,590.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	108.00
Total REDNECK TRAILER SUPPLY:	84.10
Total RESTITUTION / COURT REFUNDS:	650.00
Total REXEL USA, INC:	204.59
Total RIPTIDE CAR & PET WASH:	889.25
Total ROAD SAFE TRAFFIC SYSTEMS:	2,202.90

Name	Total Paid
Total ROCKY MOUNTAIN INFORMATION NETWORK, INC:	100.00
Total RURAL DITCH COMPANY:	528.00
Total Share Corporation:	266.60
Total SHERWIN WILLIAMS CO.:	124.18
Total SHRED VAULT COLORADO LLC:	45.00
Total SKYVIEW MEADOWS METRO DIST:	11,541.42
Total ST VRAIN & LEFT HAND WATER CONSERVANCY:	276.10
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	23,306.91
Total ST VRAIN WATER AUTHORITY:	44,734.63
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	11,728.09
Total St. Vrain Sanitation District - FURA:	1,425.10
Total STEVE BALCEROVICH:	1,250.00
Total STEWART TITLE (WSTMN):	.00
Total Sturgeon Electric Company:	8,393.44
Total SUMMIT DATA PROTECTION LLC:	19,755.00
Total THE GREENS METRO DISTRICT:	3.34
Total TIMBERLAN, INC:	32,400.00
Total TRAFFIC SIGNAL CONTROLS, INC:	6,616.00
Total TRANSWEST TRUCK TRAILER RV:	135.32
Total Treetop Products, Inc.:	2,509.69
Total TRIDENT SECURITY SYSTEMS INC:	360.00
Total TRI-TECH FORENSICS INC:	265.00
Total UME CUSTOM EMBROIDERY:	3,900.48
Total UNIVERSITY AUTO PARTS, INC:	1,608.18
Total UTILITY NOTIFICATION CENTER OF COLORADO:	367.65
Total UTILITY REFUNDS -1:	10,376.76
Total VALLI INFORMATION SYSTEMS:	3,239.49
Total VANCE BROTHERS INC:	14,616.00
Total Verizon Connect NWF INC:	453.70
Total VERMEER SALES AND SERVICE OF C, INC:	445.96
Total VISION SERVICE PLAN - VSP:	1,721.01
Total VORTEX DOORS LLC:	422.94
Total WAGNER EQUIPMENT CO.:	992.98
Total WATER TECHNOLOGY GROUP:	8,741.79
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	4,223.08
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,589.50
Total WELD COUNTY INFORMATION TECHNOLOGY:	210.62
Total WESTERN ENVIRONMENT AND ECOLOGY INC:	2,800.00
Total WFG NATIONAL TITLE (WSTMN):	44.55

Name	Total Paid
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	937.90
Total WROBOTRONIC ENTERTAINMENT:	575.00
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	3,238.00
Grand Totals:	2,747,547.65

Name	Total Paid
MISC VENDOR	
Total A Doorable Expressions Boutique:	50.00
Total Brendan O'Keefe:	218.70
Total Gabbar Inc Firestone Liquors:	598.75
Total Gates Enterprises LLC:	221.63
Total JD PLUMBING CONSTRUCTION INC:	562.25
Grand Totals:	1,651.33

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 11.a

Executive Session

Meeting Date: December 13, 2023

Initiated By:

Dept: Board of Trustees

AGENDA TITLE

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

RECOMMENDATION

SUMMARY

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

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None