



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

February 12, 2025
6:00 PM

9900 Park Avenue, Firestone, CO 80504

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

PRE-MEETING WORK SESSION 5:30 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 6:00 PM IN THE MUNICIPAL COURT AND BOARD ROOM

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - a. Approval of January 22, 2025, Meeting Minutes
 - b. Appointment of Robert Henderson and Tony Jancosek to the Parks, Trails, Recreation and Open Space Commission
 - c. **Resolution 25-17:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING THE REIMBURSEMENT AND COST ALLOCATION AGREEMENT BETWEEN COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT AND COTTONWOOD HOLLOW COMMERCIAL METROPOLITAN DISTRICT
 - d. **Resolution 25-22:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LINX MULTIMEDIA LLC FOR AUDIO-VISUAL MAINTENANCE SERVICES FOR TOWN HALL AND MUNICIPAL POLICE AND COURT FACILITIES
6. **Presentation**

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

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

- a. Introduction of New Police Officers and Sergeant Promotions
- b. 2024 Municipal Court Presentation

7. Land Development

- a. **PUBLIC HEARING: Resolution 25-18:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2; AUTHORIZING A SUBDIVISION AGREEMENT PERTAINING TO THE FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2 SUBDIVISION
- b. **PUBLIC HEARING: Resolution 25-19:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE HAMILTON HEIGHTS PRELIMINARY SUBDIVISION PLAT
- c. **Resolution 25-20:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE CARDEL COAL RIDGE LLC NATIVE WATER CREDIT PURCHASE AGREEMENT
- d. **PUBLIC HEARING: Ordinance 1058:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 3 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE REGULATION OF CAR WASHES
- e. **PUBLIC HEARING: Ordinance 1059:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTERS 3, 6, AND 11 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO NATURAL MEDICINE
- f. **Resolution 25-21:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND NORRIS DESIGN, INC. FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF THE TOWN OF FIRESTONE COMPREHENSIVE MASTER PLAN

* 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.

8. Discussion/Action

- a. Polco Survey Customized Questions

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

10. Reports

- a. Staff

10.a.i. NextRequest Overview

- b. Mayor

- c. Trustees

11. Adjournment

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

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.a

Consent Agenda

Meeting Date: February 12, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of January 22, 2025, Meeting Minutes

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

1. 01-22-2025 Meeting Minutes DRAFT



TOWN OF FIRESTONE
Board of Trustees Regular Meeting
MINUTES
January 22, 2025

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on January 22, 2025, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 6:00 PM

The following were present upon the call of the roll:

Mayor: Don Conyac, Jr.
Mayor Pro-tem: Frank A. Jimenez
Trustees: Linda J. Haney, **Excused**
Ray Byrd
Matt Holcomb, **Excused**
Lorna Morton
Sean Doherty

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, for the Approval of Agenda. All in Favor, **Motion carried.**

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

Firestone resident Becky Duckworth approached and shared concerns regarding agenda item 8a, Resolution 25-16.

Firestone resident Lou Matthews also approached and expressed concerns regarding agenda item 8a, Resolution 25-16.

Firestone resident Christopher Acosta approached and provided positive comments highlighting child safety and the benefits of agenda item 8a, Resolution 25-16.

5. Consent Agenda

Motion by Trustee Doherty, **second** by Trustee Morton, to Approve Consent Agenda.

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Morton, Trustee Byrd, Trustee Doherty

No: None

Abstain: None

Motion carried

- a. Approval of January 8, 2025, Meeting Minutes
- b. Appointment of Jim Sutton, David Whelan, Pat Young, and Scott Franks to the Planning and Zoning Commission
- c. **Resolution 25-07:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A NON-EXCLUSIVE MASTER RIGHT-OF-WAY USE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR THE INSTALLATION AND OPERATION OF FIBER OPTIC NETWORK EQUIPMENT IN TOWN-CONTROLLED RIGHTS-OF-WAY
- d. **Resolution 25-08:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PURCHASE OF CAPITAL EQUIPMENT NECESSARY FOR THE TOWNS OPERATIONS
- e. **Resolution 25-09:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DESIGNATING THE POSTING LOCATION FOR NOTICE OF MEETINGS OF THE BOARD OF TRUSTEES AND ALL OTHER LOCAL PUBLIC BODIES OF THE TOWN
- f. **Resolution 25-10:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY
- g. **Resolution 25-13:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TIMBERLAN SMALL BUSINESS GROUP, INC., FOR PROFESSIONAL INFORMATION TECHNOLOGY SERVICES.

- h. **Resolution 25-14:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND SUMMIT DATA PROTECTION LLC., FOR NETWORK SECURITY, DNS HOSTING AND VDI SUBSCRIPTION SERVICES.
- i. **Resolution 25-15:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ELEVATED CLOUD SERVICES LLC., FOR NETWORK SECURITY, DNS HOSTING AND VDI SUBSCRIPTION SERVICES.

6. Presentation

- a. Frederick-Firestone Fire Protection District

Fire Chief Young of the Frederick-Firestone Fire Protection District (FFFPD) gave a presentation with updates.

7. Land Development

- a. **Resolution 25-11:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING RESOLUTION NO. 24-131 CONCERNING THE CONDITIONS OF APPROVAL OF A FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 7A SUBDIVISION

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Approve **Resolution 25-11:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING RESOLUTION NO. 24-131 CONCERNING THE CONDITIONS OF APPROVAL OF A FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 7A SUBDIVISION

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Morton, Trustee Byrd, Trustee Doherty

No: None

Abstain: None

Motion carried

- b. **Resolution 25-12:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE FIRESTONE BUILDING DIVISION FEE SCHEDULE AND FIRESTONE DEVELOPMENT REVIEW FEE SCHEDULE

Motion by Trustee Byrd, **second** by Trustee Doherty, to Approve **Resolution 25-12:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE FIRESTONE BUILDING DIVISION FEE SCHEDULE AND FIRESTONE DEVELOPMENT REVIEW FEE SCHEDULE

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Morton, Trustee Byrd, Trustee Doherty

No: None

Abstain: None

Motion carried

8. Discussion/Action

- a. **Resolution 25-16:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT FOR OPTION FOR PURCHASE OF PROPERTY PERTAINING TO REAL PROPERTY LOCATED AT 12623 CANOE STREET

Motion by Trustee Morton, **second** by Mayor Pro Tem Jimenez, to Approve **Resolution 25-16:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT FOR OPTION FOR PURCHASE OF PROPERTY PERTAINING TO REAL PROPERTY LOCATED AT 12623 CANOE STREET

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Morton, Trustee Byrd, Trustee Doherty

No: None

Abstain: None

Motion carried

- b. Natural Medicine Land Use Regulations Discussion

- c. Community Survey Custom Questions

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

Firestone resident Alek Starkey approached and shared comments regarding a safety concern in his neighborhood related to a cargo trailer.

10. Reports

a. Staff

10.a.i. December Monthly Financial Report

b. Mayor

c. Trustees

11. Adjournment

Motion by Trustee Morton, **second** by Mayor Pro Tem Jimenez, to Adjourn. All in Favor, **Motion carried.**

Introduced and Approved the 12th of February, 2025.

TOWN OF FIRESTONE, COLORADO

ATTEST

Don Conyac, Jr., Mayor

Missy Carranco,
Deputy Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.b

Consent Agenda

Meeting Date: February 12, 2025

Initiated By:

Department: Administration

AGENDA ITEM

Appointment of Robert Henderson and Tony Jancosek to the Parks, Trails, Recreation and Open Space Commission

RECOMMENDATION

Confirm the reappointment of Robert Henderson and Tony Jancosek to the Parks, Trails, Recreation and Open Space Commission

APPROVAL/DENIAL OPTIONS

SUMMARY

This item makes the following appointments to the Parks, Trails, Recreation, and Open Space Commission:

1. The reappointment of Robert Henderson as a Regular Commissioner for a two-year term ending January 2027;
2. The reappointment of Tony Jancosek as a Regular Commissioner for a two-year term ending January 2027

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

None

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.c

Consent Agenda

Meeting Date: February 12, 2025

Initiated By: Todd Bjerkaas

Department: Planning & Development

AGENDA ITEM

Resolution 25-17: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING THE REIMBURSEMENT AND COST ALLOCATION AGREEMENT BETWEEN COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT AND COTTONWOOD HOLLOW COMMERCIAL METROPOLITAN DISTRICT

RECOMMENDATION

Staff recommends approval of Resolution 25-17.

APPROVAL/DENIAL OPTIONS

SUMMARY

The Agreement allows for the reimbursement and cost allocation of expenses related to the hydrologic modeling and improvements of the Godding Hollow floodplain area in preparation and completion of a Letter of Map Revision (LOMR).

At the request of both the Cottonwood Hollow Residential and Cottonwood Hollow Commercial Metropolitan Districts, a Reimbursement and Cost Allocation Agreement is proposed between the two Districts which is subject to review and approval by the Town as detailed in Section XI of both Districts' Service Plans.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

The Town of Firestone Board of Trustees approved the Service Plans for both the Cottonwood Hollow Commercial and Residential Metropolitan Districts in October of 2004. The Board of Trustees approved the Second Amended and Restated Service Plan for the Cottonwood Hollow Residential Metropolitan District in May of 2021.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain a Safe, Clean & Beautiful Town
 - Maintain Town Infrastructure & Facilities

ATTACHMENTS

1. Resolution 25-17 Cottonwood Hollow Residential Commercial Dist Reimbursement Agreement
2. Cottonwood Hollow MD - Reimbursement and Cost Allocation Agreement

RESOLUTION NO. 25-17

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE COLORADO APPROVING THE REIMBURSEMENT AND
COST ALLOCATION AGREEMENT BETWEEN COTTONWOOD
HOLLOW RESIDENTIAL METROPOLITAN DISTRICT AND
COTTONWOOD HOLLOW COMMERCIAL METROPOLITAN
DISTRICT**

WHEREAS, the Town of Firestone (“Town”) has previously approved the Service Plans for both the Cottonwood Hollow Residential Metropolitan District (“Residential District”) and the Cottonwood Hollow Commercial Metropolitan District (“Commercial District”); and

WHEREAS, the Residential District submitted a Letter of Map Revision (“LOMR”) Application based upon updated hydrologic modeling and improvements to the Godding Hollow stream which resulted in updated floodplain information; and

WHEREAS, such information resulted in the creation of more developable property in both the Residential and Commercial Districts; and

WHEREAS, Kimley Horn and Associates Inc conducted an evaluation of the LOMR’s impact upon the Residential and Commercial Districts and recommended that the LOMR expenses be shared among the parties based upon the total acreage of each district; and

WHEREAS, the parties have come to an agreement as to the expenses which is set forth in a Reimbursement and Cost Allocation Agreement (“Agreement”) which in accordance with Section XI of both parties Service Plans are subject to review and approval by the Town prior to the parties execution of the Agreement; and

WHEREAS, the Town has reviewed the Agreement and finds that it is in compliance with the parties Service Plans, approved Development Plans and other instruments related to the Public Improvements.

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

The Town of Firestone approves the Reimbursement and Cost Allocation Agreement between Cottonwood Hollow Residential Metropolitan District and Cottonwood Hollow Commercial Metropolitan District in substantially the same form as the copy which is attached hereto and made a part of this resolution.

INTRODUCED, READ AND ADOPTED this 12th day of February, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

REIMBURSEMENT AND COST ALLOCATION AGREEMENT

This **REIMBURSEMENT AND COST ALLOCATION AGREEMENT** (the “**Agreement**”) is dated as of July 9, 2024 (the “**Effective Date**”), by and between **COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Residential District**”), and **COTTONWOOD HOLLOW COMMERCIAL METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Commercial District**”). The Residential District and the Commercial District are collectively referred to herein as the “**Parties**” or the “**Districts**,” and each individually as a “**Party**.”

RECITALS

WHEREAS, the Parties were organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating, and maintaining certain public facilities and improvements for themselves and their taxpayers, residents, and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the Parties are empowered to enter into contracts and agreements affecting the affairs of the Parties; and

WHEREAS, the Parties each have the power to have management, control, and supervision of all the business and affairs of the Parties, respectively; and

WHEREAS, the Residential District contracted with OTB Supply Inc, for rough grading and placement of fill for the Godding Creek CLOMR (the “**Work**”); and

WHEREAS, upon completion of the Work, the Residential District submitted a LOMR application; and

WHEREAS, the LOMR application was based on updated hydrologic modeling and improvements to Godding Hollow stream resulting from the Work, and resulting in updated floodplain information; and

WHEREAS, per the ‘LOMR Narrative Report’ prepared by Entitlement and Engineering Solutions, Inc., dated June 30, 2023, which was submitted and approved by FEMA as part of a LOMR application, the portion of the Residential District and Commercial District located within the 100-year floodplain decreased significantly, resulting in additional developable area within both Districts; and

WHEREAS, Board of Directors of each of the Residential District and Commercial District have reviewed the letter from Kimley-Horn and Associates, Inc., dated July 8, 2024, attached hereto and incorporated herein as **Exhibit A**, (the “**Kimley-Horn Letter**”) recommending that the costs for the Work and LOMR application (collectively referred to herein as the “**Costs**”) be allocated between the Parties based on acreage; and

WHEREAS, the Parties desire to enter into this Agreement to formalize all understandings and commitments between the Parties with respect to the allocation of the Costs, and the reimbursement by the Commercial District to the Residential District for its allocable share of the Costs.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Cost Allocation. The Boards of each of the Districts, having reviewed the Kimley-Horn Letter, the Costs, and the proposed allocation of the Costs, and after reviewing and discussing other cost allocation methodologies, hereby find and determine that the cost allocation methodology as set forth in the Kimley-Horn letter is appropriate, and that the Costs shall be allocated between the Parties based on acreage, as set forth in the Kimley-Horn Letter.

2. Reimbursement. The Parties agree that the Commercial District shall reimburse the Residential District for 14.921% of the Costs, for a total \$1,112,587.09 (the “**Commercial Share**”) the calculation of which is shown in **Exhibit B**, attached hereto and incorporated herein. The Residential District shall invoice the Commercial District for the Commercial Share within 30 days of the Effective Date (the “**Reimbursement Invoice**”). The Commercial District agrees to pay the Reimbursement Invoice within 30 days of receipt.

3. Entire Agreement and Amendments. This Agreement represents the complete understanding between the Parties. Any amendments must be in writing and signed by both Parties.

4. Notice. Any notice or communication required under this Agreement must be in writing, and shall be given personally, sent via nationally recognized overnight carrier service, or sent by registered or certified mail, return receipt requested. If sent by registered or certified mail, notice will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 4, designate additional persons to whom notice or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notice or communications will be given to the parties at their addresses set forth below:

Residential District: Cottonwood Hollow Residential Metropolitan District
c/o Advance HOA Management, Inc.
P.O. Box 370390
Denver, CO 80237
Attention: Amber Fisher

Phone: (303) 482-2213, ext. 367
Email: amber.fisher@advancehoa.com

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Clint C. Waldron, Esq.
Phone: (303) 858-1800
Email: cwaldron@wbapc.com

Commercial District: Cottonwood Hollow Commercial Metropolitan District
c/o Alberta Development Partners, LLC
5750 DTC Parkway #210
Greenwood Village, CO 80111
Attention: Dustin Anderson
Phone: (303) 771-4004
Email: dma@albdev.com

With a Copy to: Cottonwood Hollow Commercial Metropolitan District
c/o Seter, Vander Wall & Mielke, P.C.
7400 E. Orchard Road, Suite 3300
Greenwood Village, CO 80111
Attention: Colin Mielke
Phone: 303-770-2700
Email: cmielke@svwpc.com

5. Assignment. The Parties shall not assign this Agreement or parts thereof, or the Parties' respective duties, without the express written consent of the other Party. Any attempt to do so will be null and void.

6. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void, or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

7. Enforcement. This Agreement shall inure to the mutual benefit of the Parties, their respective heirs, successors and permitted assigns, subject to Section 5 hereof, and shall be enforceable according to its terms and conditions under the laws of the State of Colorado.

8. Good Faith of Parties. During the Agreement's performance or when considering any requests, the Parties agree to act in good faith and not unreasonably delay or withhold any required or requested approval, acceptance, consent, or time extension.

9. No Waiver. A waiver of any provision in this Agreement does not imply a waiver of any other provision, nor does it constitute a continuous waiver unless expressly stated. Waiving a default does not mean waiving any future default.

10. Governmental Immunity. This Agreement does not waive, limit, or modify any governmental immunity, including protections under the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., available to the Districts or their respective officials, employees, contractors, agents, or any person acting on their behalf.

11. Open Records. All material under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-200.1, *et seq.*, C.R.S.

12. Headings for Convenience Only. The provision headings, captions, and titles in this Agreement are for convenience and reference only and are not intended to define, limit, or describe any provisions' scope or intent.

13. Negotiated Provisions. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

14. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties to this Agreement. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties hereto. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement.

15. Counterpart Execution. The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or e-mail of a PDF document, and, upon receipt, shall be deemed originals and binding upon the parties hereto. The Parties agree that the electronic signatures of a Party to this Agreement shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Agreement.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

RESIDENTIAL DISTRICT:

COTTONWOOD HOLLOW RESIDENTIAL
METROPOLITAN DISTRICT, a quasi-municipal
corporation and political subdivision of the State of
Colorado

Officer

ATTEST:

COMMERCIAL DISTRICT:

COTTONWOOD HOLLOW COMMERCIAL
METROPOLITAN DISTRICT, a quasi-municipal
corporation and political subdivision of the State of
Colorado

Officer

ATTEST:

EXHIBIT A

Kimley-Horn Letter



July 8, 2024

Board of Directors

Cottonwood Hollow Residential Metropolitan District

c/o White Bear Ankele Tanaka & Waldron
2154 East Commons Avenue – Suite 2000
Centennial, Colorado 80122

RE: Evaluation of LOMR Impact to Cottonwood Hollow Residential and Commercial Metropolitan Districts

Dear Board,

In accordance with the request of the Cottonwood Hollow Residential Metropolitan District ("Residential District") Board, I have evaluated the net impact of the LOMR Application to the developable area of the Cottonwood Hollow Residential Metropolitan District ("Residential District") and the Cottonwood Hollow Commercial Metropolitan District ("Commercial District"). This evaluation is based on information contained within the 'LOMR Narrative Report' prepared by Entitlement and Engineering Solutions, Inc. dated June 30, 2023 which has been submitted and approved by FEMA as part of a LOMR application.

The LOMR application is based on updated hydrologic modeling and improvements to Godding Hollow stream, resulting in updated floodplain information. Per above mentioned report and as depicted on the attached Floodplain Work Map, the portion of the Residential District and Commercial District located within the 100-year floodplain has decreased significantly, resulting in additional developable area within both districts.

Therefore, I recommend the Residential Board approach the Commercial Board regarding participation in the expenses associated with the LOMR application and Godding Hollow stream improvements. The level of participation could reasonably be based on the total acreage of each district.

	Area (in acres)	Percentage of total
Residential District + Director's Parcel	184.412	85.079%
Commercial District + Director's Parcel	32.342	14.921%
Total Area	216.754	100.000%

Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

kimley-horn.com

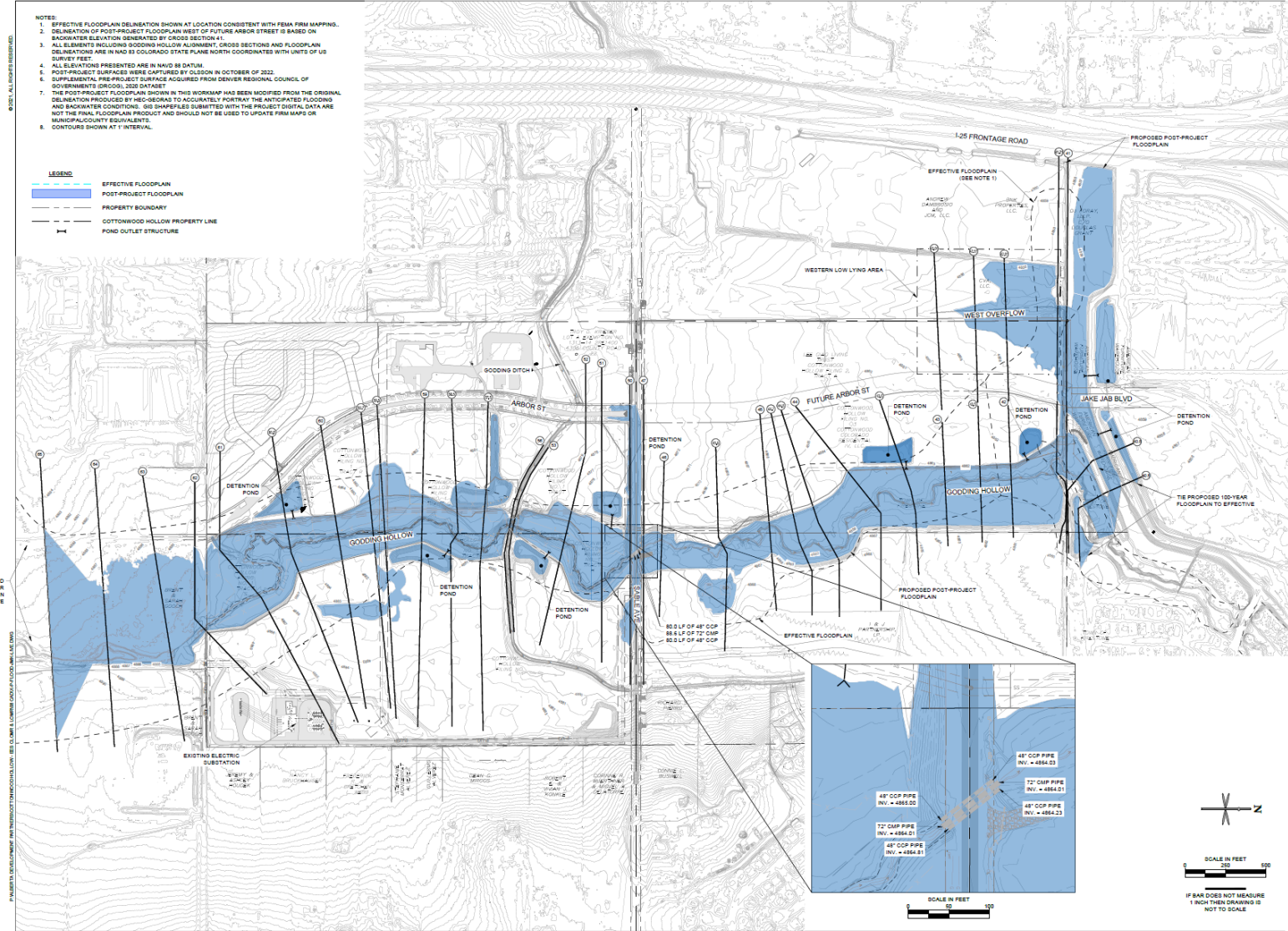
6200 South Syracuse Way, Suite 300, Greenwood Village, CO 80111

303 228 2300



By: Daniel L. Skeehan, PE
State of Colorado PE #46391

Attachments: Cottonwood Hollow Residential and Commercial Metropolitan District Map, and
Floodplain Work Map



DATE	
BY	
EC	
DATE	
BY	

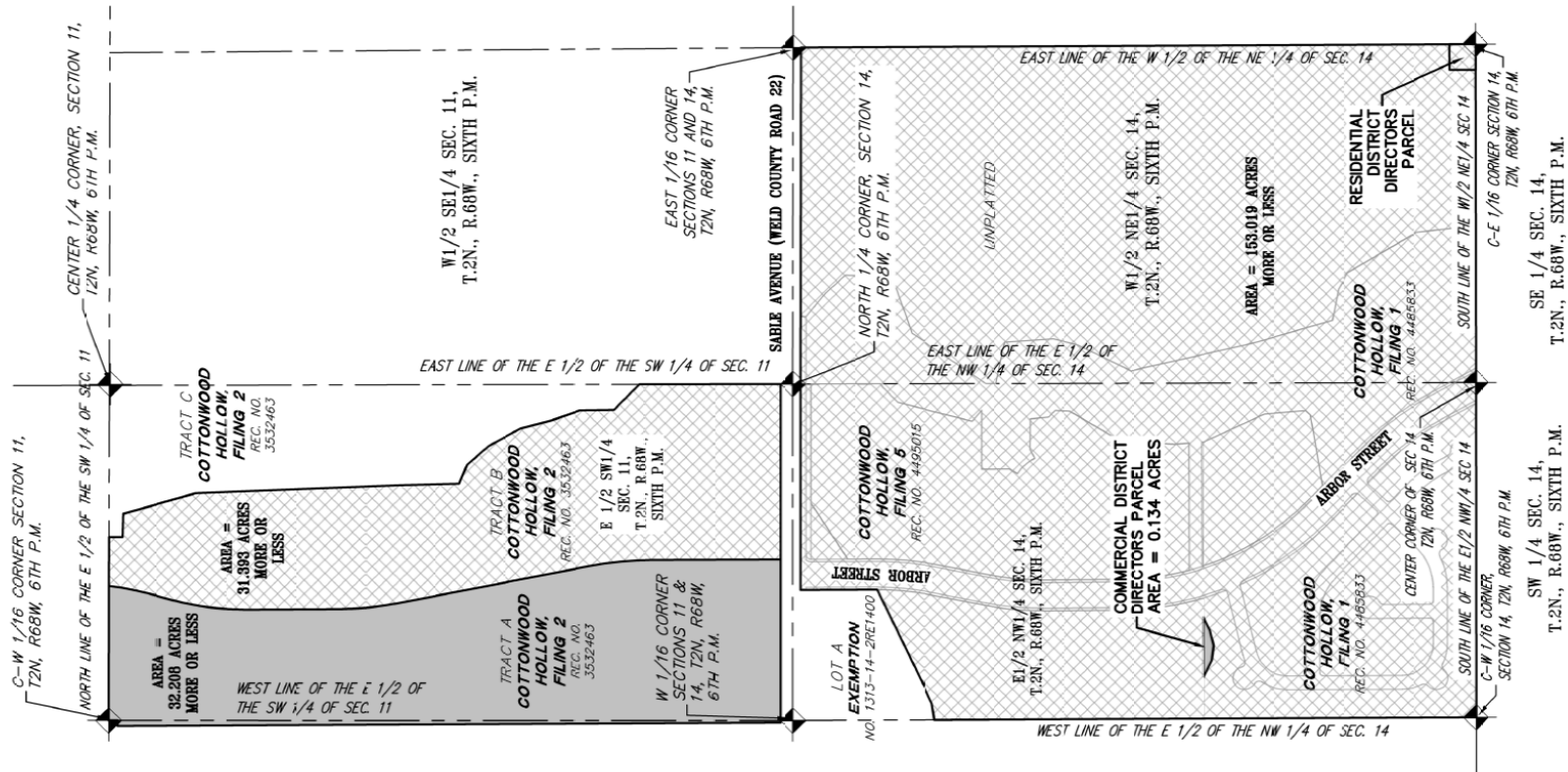
COTTONWOOD HOLLOW
TOWN OF FIRESTONE CO

FLOODPLAIN WORK MAP

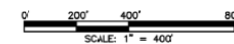
PROJECT NO. CL000134
DESIGNED BY: SCL
DRAWN BY: SCL
DATE: 06/29/2023

EX-1
SHEET 1 OF 1

COTTONWOOD HOLLOW RESIDENTIAL AND COMMERCIAL METROPOLITAN DISTRICT



	RESIDENTIAL DISTRICT + DIRECTORS PARCEL (TOTAL ACRES = 184.412)
	COMMERCIAL DISTRICT + DIRECTORS PARCEL (TOTAL ACRES = 32.342)



AzTEC
CONSULTANTS, INC.
AzTec Proj. No. 168721-01

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

COTTONWOOD HOLLOW
RESIDENTIAL AND COMMERCIAL
DISTRICT MAP
WELD COUNTY, COLORADO

DATE OF PREPARATION:	06-24-2021
SCALE:	1"=400'
SHEET	3 OF 3

EXHIBIT B

Cost Allocation Between Cottonwood Hollow Residential and Commercial Metropolitan Districts

The below is in accordance with the Kimley Horn Evaluation of LOMR Impact to Cottonwood Hollow Residential and Commercial Metropolitan Districts Dated July 8, 2024

	Area (in Acres)	Percentage of Total
Residential District + Directors Parcel	184.412	85.079%
Commercial District + Directors Parcel	32.342	14.921%
Total	216.754	100.000%

Costs directly related to LOMR

OTB - Total Contract	\$ 7,330,486.97
Olsson - Floodplain Management	118,000.00
FEMA Fee	8,000.00
Total	\$ 7,456,486.97
	14.921%
Total Costs to reimburse Cottonwood Hollow Residential	\$ 1,112,587.09

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.d

Consent Agenda

Meeting Date: February 12, 2025

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Resolution 25-22: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LINX MULTIMEDIA LLC FOR AUDIO-VISUAL MAINTENANCE SERVICES FOR TOWN HALL AND MUNICIPAL POLICE AND COURT FACILITIES

RECOMMENDATION

Approval of Resolution 25-22 authorizing execution of said Agreement and authorizing staff to expend funds.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.

Denial: The Board moves to deny the Resolution.

No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

This agreement is for Linx Multimedia LLC (LILNX) to perform preventative maintenance and provide on-call services, programming changes, and training sessions for all AV-related equipment in Town Hall and the Municipal Police and Court Building.

After reviewing bids, staff found LINX to be the lowest qualified bidder. LINX, headquartered in Colorado, has completed over 100,000 technology projects for stadiums, hospitality, healthcare, corporations, government, and education since 2003.

FINANCIAL CONSIDERATIONS

\$8,702.25 Annually, this is an annual reduction in cost of over \$25,000.

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain Town Infrastructure & Facilities

ATTACHMENTS

1. Linx Multimedia LLC Reso
2. LINX AV Professional Services Agreement Final

RESOLUTION NO. 25-22

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE COLORADO APPROVING A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LINX
MULTIMEDIA LLC FOR AUDIO-VISUAL MAINTENANCE SERVICES
FOR TOWN HALL AND MUNICIPAL POLICE AND COURT FACILITIES**

WHEREAS, The Town of Firestone (“Town”) is in need of professional services for maintenance of the audio visual equipment for Town Hall and Municipal Courts facilities; and

WHEREAS, Linx Multimedia LLC has the expertise and experience to provide such services for the Town.

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 Linx Multimedia LLC for audio visual maintenance services for Town Hall and Municipal Court Facilities 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 12th day of February 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Missy Carranco, Deputy 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 _____, 2025 (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 **LINX MULTIMEDIA**, an independent Contractor with a principal place of business at 9900 E. 51st Ave. Denver, Colorado 80238 ("Contractor ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services 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 and known as **AV Maintenance Service Contract for Town Hall & Municipal Police and Court Facilities**.
- B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the 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 Effective Date and shall have an initial term of two years from the effective date.
- B. Either Party may serve the other with notice of a desire to amend, supplement or renegotiate specific section(s) of this agreement, in whole or in part. Such notice shall be provided in writing by either Party to the other not more than one hundred and twenty (120) calendar days prior to the anniversary date of this Agreement.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an annual amount not to exceed **\$8,702.25**. 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, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.
- 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 Sub-Contractor s to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

- A. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials in the course of performing the Scope of Service 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.
- B. If the Town reuses or makes any modification to Contractor 's designs, documents or work product without the prior written authorization of Contractor , the Town agrees, to the fullest extent permitted by law, to release the Contractor , its officers, directors, employees and sub-Contractor s from all claims and causes of action arising from such uses, and shall to the extent permitted by law 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.
- C. The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain design details, features and concepts from the Contractor '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 Contractor . Nothing herein shall be construed as a limitation on the Contractor '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, the Contractor shall procure and maintain and shall cause any Sub-Contractor 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, and employees, and Contractor 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, and its employees Contractor 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, recklessness or other fault of Contractor, any Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any Sub-Contractor 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. CHANGE ORDERS

- 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:
1. The scope of the change in the Work.
 2. The amount of the adjustment to the Contract Price and
 3. The extent of the adjustment to the Contract Times(s).
- B. All changes in the Work authorized by the 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 of such changes.

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 obligations 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 personally 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, 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

Don Conyac Jr, Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

LINX MULTIMEDIA LLC

By: _____

EXHIBIT A SCOPE OF SERVICES

Definition of Services

- Phone Response – Phone support includes responding to the clients request to gather information regarding the service, support, or warranty request. If applicable, Linx shall also have a technical staff member attempt over the phone trouble shooting with the Client before dispatching a technician.
- Technician On-Site Response: The time from Linx phone response to when Linx will ensure a technician arrives on-site to assess a service, support and warranty request.
- Preventative Maintenance: Perform on-site preventative maintenance visit of applicable equipment in the A/V system. Linx shall provide Client with proposed preventative maintenance schedule and checklist upon acceptance of this CONTRACT. This maintenance to applicable equipment shall include tasks such as:
 - Inspection of equipment, connections, operation, and functionality.
 - Check audio system for proper tuning and balance.
 - Check operation of Teleconference System.
 - Perform applicable focus, convergence, alignments, and cleaning for projectors.
 - Processing of applicable manufacturer warranty documentation.
 - Refresh client on basic system operation.
 - Perform firmware upgrade as needed and applicable for your system
 - Clean all equipment racks, touch panels and flat panel displays
- Manufacturer Warranty Labor Support: Linx labor to support the equipment warranty provided by manufacturer. Linx labor may include tasks such as removing/reinstallation of equipment for a manufacturer or re-packaging equipment for sending a return to the manufacturer.
- Service Labor Rates: Clients rates for service labor for additional service work that is not warranty or otherwise covered by this agreement.
- Programming Change: Modification to the software program customized by Linx for control, audio, or video systems.
- Training Session: A Linx conducted training session for up to 2 hours on audio visual systems utilizing Linx and manufacturer created training materials.
- Loaner Equipment: Equipment Linx may provide for client use while an installed solution is being serviced or repaired. Equipment may not be the exact make and model, but Linx shall use commercially reasonable efforts to provide a functional solution.
- Freight: The charges for shipping material to and from manufacturer for warranty repair.

Items and Services Not Included

- Costs for system upgrades, add-ons, functionality, operation and modification to the system.
- Any repair service for client furnished equipment (OFE), client computers, or issued caused by client computers or OFE.
- Any work permits or additional documentation required for the region where work is performed.
- This CONTACT does not extend or otherwise modify the manufacturer's warranty.
- Parts for service, including lamps, batteries, cables etc. are not included.

Client Requirement

- The client shall be responsible for providing Linx with a point of contact (POC) for applicable site communications.
- Ensure cooperation during phone support and testing to increase possibility of problem resolution via phone.
- Ensure room is available for Linx technician during scheduled maintenance or repair visits.
- Client shall hold all information, pricing, data, procedures and specifications produced or provided by Linx as confidential and proprietary to Linx and shall not reveal such information to third parties without written permission from Linx or as required by law.

Plan Details

- Contract price is based on the Town of Firestone having the most current AV System As-Built, Uncompiled Creston Code and passwords to all AV devices.
- Technical Support and Linx support (1-866-9GO-Linx is available 8AM-5PM MST, M-F except holidays).
- Remote access and remote monitoring subject to clients permission and setup.

Standard Terms

- Contract Terms and Cancellation is described in Part II Term and Termination above.
- Phone Support, Remote Technical Support and LINX LIVE Support is available 8AM-5PM
- Linx will provide the client with the option to allow Linx to connect use the Linx remote access platforms. Linx will provide details on the platform security and requirements.
- Onsite response will be provided the next business day for standard requests.
- Force Majeure: Neither client nor Linx shall be held liable for damages caused by delay or failure to perform hereunder, when such delay or failure is due to flood, fire, storm, earthquake, epidemic or other acts of God, strikes, war, civil unrest, acts of public authorities, or delay or default of public carriers.
- Any changes to the system or modification to the system by the client or others will void the contract.

Additional Contract Terms

- Preventative maintenance includes on-site service check by the Linx team using an agreed upon checklist for client's systems.
- Programming is not included in the Two-Year Service Contract Fee and will be billed on a T&M basis at the agreed upon rate of \$120.00 per hour. Programming change includes items such as renaming a button, changing a graphic, moving a button or minor changes to code.
- Programming related to significant functional workflow changes of the Creston or Q-SYS touch panel and control system will be priced and handled as a New Project vs Service.

CONTRACT DETAIL

RESPONSE TIME	
LINX Live Remote phone support	2 Hours
LINX Remote access	4 Hours
Service Desk Phone/Email Response	2 Hours
Service Technician Onsite Response	next business day
SERVICES PROVIDED	
Service Technician Onsite	Dispatched by case (Estimated @ 6 cases per year)
Training Services	Upon request (Billable \$115/hr)
Preventive Maintenance	Upon request (Billable \$115/hr)
Loaner Gear	*Provided if available
Replacement Equipment	Cost + 15%
Equipment Repair	Cost + 15%
Installation Materials	Cost + 15%
Freight	Billed Actual
Programming - Code Changes	Not Included - Billed at \$120.00 / hour

SECURITY ADDENDUM

The Town of Firestone requires any vendor personnel contracted to provide service within the Firestone Police and Municipal Building at 9900 Park Avenue, Firestone Colorado 80504 undergo a fingerprint-based background check.

Fingerprint-based background checks shall be required pursuant to the CJIS Security Policy for all vendor personnel with direct, indirect, or situational access to the Firestone Police and Municipal Building

Access shall be denied to any personnel whose background check includes a felony conviction or active warrant.

Fingerprints captured over one year prior to submission will not be accepted.

Vendor shall comply with all applicable standards of the Criminal Justice Information Services (CJIS) security policy

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

LINX MULTIMEDIA

By: _____

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Presentation

Meeting Date: February 12, 2025

Initiated By:

Department: Police

AGENDA ITEM

Introduction of New Police Officers and Sergeant Promotions

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

N/A

SUMMARY

Introduction of newly appointed Police Officers and recently promoted Sergeants.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b

Presentation

Meeting Date: February 12, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

2024 Municipal Court Presentation

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

N/A

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

None

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.a

Land Development

Meeting Date: February 12, 2025

Initiated By: Matt Thompson

Department: Planning & Development

AGENDA ITEM

PUBLIC HEARING: Resolution 25-18: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2; AUTHORIZING A SUBDIVISION AGREEMENT PERTAINING TO THE FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2 SUBDIVISION

RECOMMENDATION

Staff recommends approval of Resolution 25-18.

APPROVAL/DENIAL OPTIONS

SUMMARY

Firestone City Centre Subdivision Filing No. 3, Amendment, 2 Final Plat proposes three (3) lots, utility easements, and commercial development.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The property was annexed into Firestone on February 22, 2007, and zoned to the current zoning of RC - Regional Commercial. The Overall Final Development Plan (OFDP) was approved on June 14, 2007, as was the Firestone City Centre Subdivision Filing No. 1, Resolution No. 07-23. Firestone City Centre Subdivision Filing No. 2, Replat of Tracts B and L, was approved in 2008. Firestone City Centre Subdivision Filing No. 3, A Replat of a portion of Filing No. 1 and all of Firestone City Centre Filing No. 2, which changed the subject property from Tract G to the current Tract E, was approved in 2010.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Design and Promote Livable Neighborhoods & Homes
 - Establish a Strong & Competitive Business Environment

ATTACHMENTS

1. Staff Report
2. Resolution 25-18
3. Firestone City Centre Filing No. 3 Amd 2 - PLAT
4. PC 25-01 Recommending Approval of the Final Plat for Firestone City Centre Sub F3 A2



Staff Report

Firestone City Centre Subdivision Filing No. 3, Amendment 2

Final Plat

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

February 12, 2025

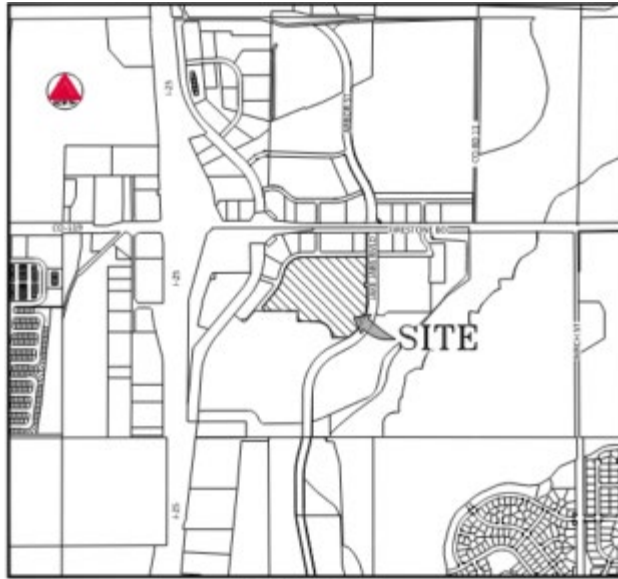
GENERAL INFORMATION

Purpose: This staff report is for the Firestone City Centre Subdivision Filing No. 3, Amendment 2, Non-Residential Final Plat, proposing three commercial lots, easements, and future development on approximately 21.19 acres.

Applicant: Target Corporation
Nicollet Mall-TPN-12K
Minneapolis, MN 55403

Location: Firestone City Centre Filing No. 3, Amendment 2, Non-Residential final plat is located at the southwest corner of Jake Jabs Boulevard and City Centre Road.





VICINITY MAP

Existing Conditions:

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

Adjacent Land Use/Zoning:

	ZONING	LAND USE
NORTH	RC PUD (Firestone)	Commercial
SOUTH	RC PUD (Firestone)	Commercial
EAST	Employment Center (EC) PUD (Firestone)	Commercial
WEST	RC PUD (Firestone)	Commercial

Firestone City Centre Subdivision Filing No. 3, Amendment 2, Non-Residential Final Plat - Plan Analysis

Firestone City Centre Subdivision Filing No. 3, Amendment, 2 Final Plat proposes three (3) lots, utility easements, and commercial development.

Firestone City Centre Filing No. 3, Amendment 2, Non-Residential final plat is located at the southwest corner of Jake Jabs Boulevard and City Centre Road, Firestone City Centre Subdivision Filing No. 3, Amendment 2. The land is vacant.

The proposed lots are 8.11 acres (Lot 1), 11.46 acres (Lot 2), and 1.64 acres (Lot 3) in size. Since there are no minimum lot standards, the proposed plat is in conformance with the Firestone Development Code (FDC).

Access to the site will be provided by two access points from Jake Jabs Boulevard and two access points from City Centre Road. Waterlines will be looped throughout the site with connections to existing water mains under Jake Jabs Boulevard. Sanitary sewer will run throughout the site. United Power and Black Hills Energy will provide dry utilities.

Lot 1 will be developed as a retail development by THF Firestone Development, LLC, the property's current owner. Lot 2 is the site proposed for the future Target. Lot 3 has no planned development at this time.

Pedestrian access will be provided via the attached sidewalks along Jake Jabs Boulevard and City Centre Road. These sidewalks will provide safe access to the site and connect to interior pedestrian crosswalks and sidewalks.

APPROVAL CRITERIA AND STAFF ANALYSIS

Non-Residential Final Plat Approval Criteria and Staff Analysis:

The Non-Residential Final Plat application for Firestone City Centre Subdivision Filing No. 3, Amendment 2, was reviewed for compliance with the Approval Criteria from Section 16.7.6.F of the FDC. Staff makes the following findings.

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

Staff: *The proposed final plat is generally consistent with the regional commercial land use designations identified in the Town of Firestone Master Plan.*

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

Staff: *The proposed final plat is consistent with the purpose and intent of RC zoning as outlined in the FDC.*

- C. As applicable, the final plat is generally consistent with the terms and conditions of any previously approved development plan;

Staff: *The layout of the final plat is generally consistent with the terms and conditions of the approved Outline Development Plan.*

- D. The final plat complies with all applicable use, development, and design standards set forth in this FDC;

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

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

Staff: *The proposed final plat provides public safety via attached sidewalks along Jake Jabs Boulevard and City Centre Road as well as internal pedestrian crosswalks and sidewalks. Other facilities and services are available to the site and will be maintained at the existing level of service.*

- F. The final plat will not result in significant adverse impacts on adjacent properties or such impacts will be substantially mitigated.

Staff: *The proposed final plat will not have a significant impact on adjacent properties.*

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call:	January 22, 2025
Property Posted:	January 21, 2025
Letters to Adjacent Property Owners:	January 21, 2025

RECOMMENDATIONS

Town staff recommends the Board of Trustees approve Resolution 25-18, a resolution approving of the Firestone City Centre Subdivision, Filing No. 3, Amendment 2, Final Plat application with the following conditions:

1. All remaining technical corrections to the Firestone City Centre Subdivision Filing No. 3, Amendment 2, final plat, and construction drawings requested by Town staff shall be made to the Town staff's satisfaction.
2. Prior to the commencement of construction, Final Construction Plans shall be approved by the Town.
3. The Town and the Applicant shall execute a subdivision agreement in a form to be approved by the Town Attorney.

PLANNING AND ZONING COMMISSION

After conducting a Public Hearing on the proposed final plat on February 6, 2025, the Planning and Zoning Commission rendered a decision recommending approval of the Final Plat as more fully set forth in PC-25-01.

RESOLUTION NO. 25-18

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2; AND AUTHORIZING A SUBDIVISION AGREEMENT PERTAINING TO THE FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2 SUBDIVISION

WHEREAS, Target Corporation (the “Applicant”) on behalf of THF Firestone Development LLC. (the “Owner”) has submitted a proposed final plat for certain real property located within the Town of Firestone, Colorado, entitled “Firestone City Centre Subdivision Filing No. 3, Amendment 2” (the “Final Plat”), attached hereto as **Exhibit A**, and a proposed Subdivision Agreement for the Property, attached hereto as **Exhibit B**; and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the Final Plat on February 6, 2025, rendered a decision recommending approval of the Final Plat with three (3) conditions as more fully set forth in PC-25-01, dated February 6, 2025; and

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

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

Section 1. The Board of Trustees acknowledges the Planning and Zoning Commission’s findings of fact in this case, as detailed in Resolution PC-25-01.

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

Section 3. The Board of Trustees hereby approves the final plat for Firestone City Centre Subdivision Filing No. 3, Amendment 2, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

1. All remaining technical corrections to the Firestone City Centre Filing No. 3 Amendment 2 final plat and construction drawings requested by Town staff shall be made to the Town staff’s satisfaction.
2. Prior to commencement of construction, Final Construction Plans shall be approved by the Town.

Section 4. The dedication of all easements and all other places designated for public use as

shown upon the plat Firestone City Centre Subdivision Filing No. 3, Amendment 2 is hereby accepted by the Town of Firestone, subject however, to the following conditions:

1. 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
2. The Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

Section 5. The Mayor and Town Clerk are hereby authorized and directed to certify upon the final subdivision plat the Town's approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the subdivision plat with Weld County Clerk and Recorder's office upon fulfillment of all conditions as indicated herein.

Section 6. The Subdivision Agreement between the Town of Firestone and Applicant is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**, with such modifications as approved by the Town Attorney that are necessary or desirable for the protection of the Town, so long as such modifications do not significantly alter the material substance of the transaction and do not increase the obligations of the Town. The Mayor is authorized to execute the Subdivision Agreement on behalf of the Town.

Section 7. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Firestone City Centre Subdivision Filing No. 3, Amendment 2 final plat shall be null and void if the conditions set forth in Section 3 are not complied with within one hundred and eighty (180) days of the date of this Resolution.

INTRODUCED, READ AND ADOPTED this 12th day of February, 2025.

Don Conyac Jr, Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A

**Firestone City Centre Filing No. 3, Amendment 2
Final Plat**

EXHIBIT B

**Firestone City Centre Filing No. 3, Amendment 2
Subdivision Agreement**

FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2

A REPLAT OF TRACT E, FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3

LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

OWNERSHIP AND DEDICATION

THF FIRESTONE DEVELOPMENT, L.L.C., BEING THE OWNER(S) OF THE LAND SHOWN IN THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

TRACT E, FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3 RECORDED OCTOBER 1, 2010 UNDER RECEPTION NO. 3722597 IN THE OFFICIAL RECORDS OF THE WELD COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING AN AREA OF 21.197 ACRES, (923,343 SQUARE FEET), MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE, THE STREETS, AVENUES, AND OTHER PUBLIC PLACES AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES AND OTHER APPROPRIATE ENTITIES THOSE PORTIONS OF REAL PROPERTY THAT ARE SO DESIGNATED AS EASEMENTS SHOWN.

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

OWNER:

THF FIRESTONE DEVELOPMENT, L.L.C.

BY: THF FIRESTONE INVESTORS, L.L.C., MANAGER

BY: MICHAEL H. STAENBERG, MANAGER

COUNTY OF)
STATE OF) SS

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

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES ON THE DAY OF , 20.

LENDER CONSENT

THE UNDERSIGNED, ASSOCIATED BANK, NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AS THE BENEFICIARY OF A DEED OF TRUST RECORDED WITH THE WELD COUNTY, COLORADO CLERK AND RECORDER AT RECEPTION NO. 3958290 AND THAT CONSTITUTES A LIEN UPON THE OWNER'S PROPERTY, HEREBY CONSENTS TO THE DEDICATION OF EASEMENTS AS SHOWN ON THIS FINAL PLAT OF "FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2", AND HEREBY FOREVER RELEASES SAID LANDS FROM SAID LIEN.

ASSOCIATED BANK, NATIONAL ASSOCIATION

BY:

PRINT NAME:

TITLE:

COUNTY OF ST. LOUIS)
STATE OF MISSOURI) SS

ON THIS DAY OF , 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED , IN HIS/HER CAPACITY AS OF ASSOCIATED BANK, NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AND SAID ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME ON BEHALF OF SAID ASSOCIATION AND BY AUTHORITY OF THE BOARD OF DIRECTORS OF SAID ASSOCIATION AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

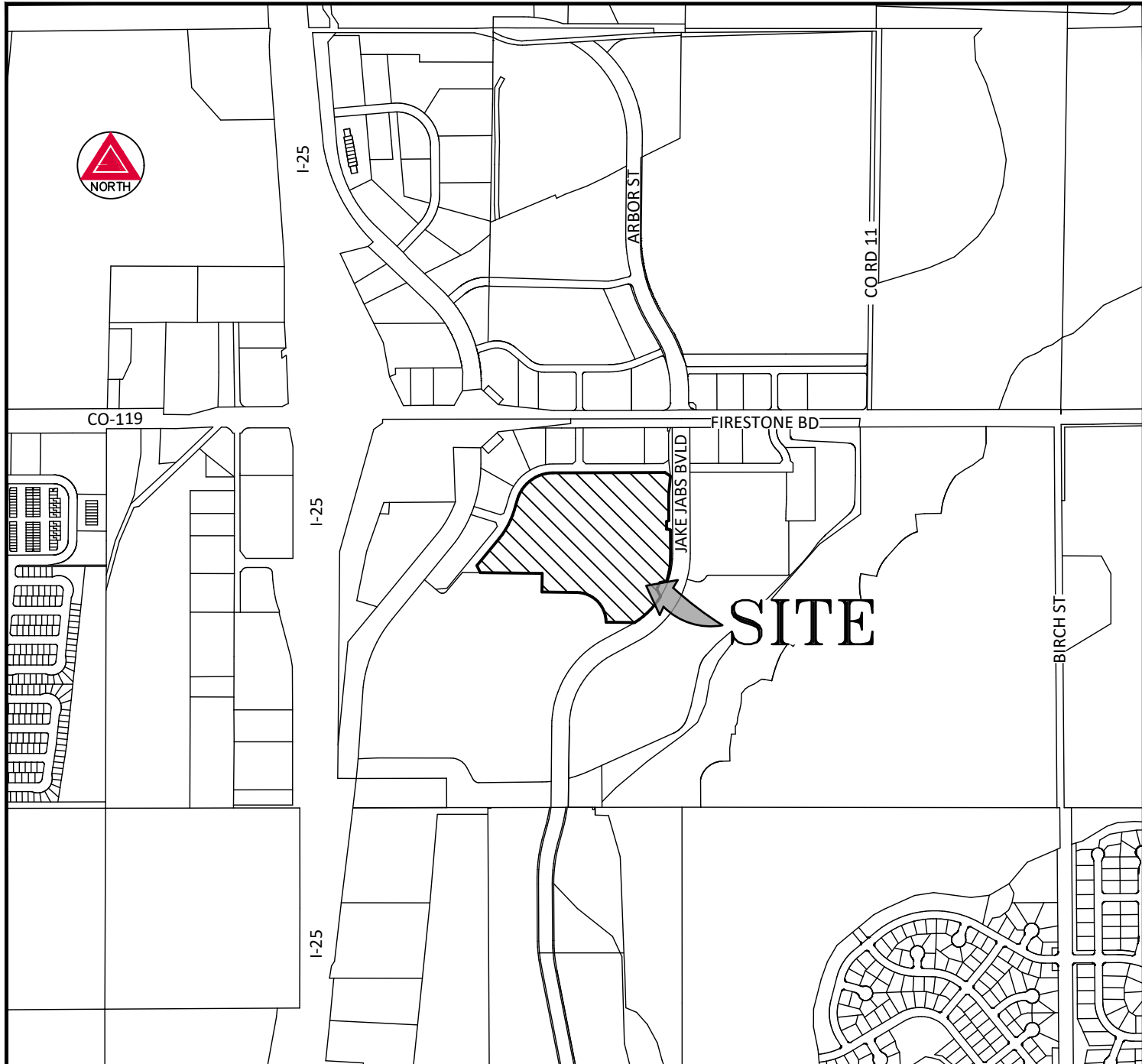
WITNESS MY HAND AND NOTARIAL SEAL THIS DAY OF , 2024:

NOTARY PUBLIC

MY COMMISSION EXPIRES ON THE DAY OF , 20.

GENERAL NOTES

- THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED ON APRIL 10, 2024.
- PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
- THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-1203871-MPLS WITH AN EFFECTIVE DATE OF MAY 07, 2024 AT 5:00 P.M. AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SURVEYED PROPERTY.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- UPON AND AFTER RECORDDATION, THIS PLAT SHALL SUPERSEDE AND REPLACE ALL SUBDIVISION PLATS PREVIOUSLY FILED OF RECORD WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS PLAT, WITH THE LEGAL EFFECT THAT ALL SUCH PREVIOUSLY RECORDED PLATS SHALL BE CONSIDERED VOID AND OF NO FURTHER LEGAL AFFECT AS APPLIED TO THE PROPERTY DESCRIBED IN THIS PLAT, AND THAT THE PROPERTY DESCRIBED IN THIS PLAT SHALL BE CONCLUSIVELY RELEASED FROM THE ENCUMBRANCE OF ALL SUCH RECORDED PLATS UPON AND AFTER RECORDDATION OF THIS PLAT.
- THE LOCATION AND STATUS OF THE OIL/GAS WELLS SHOWN HEREON ARE BASED ON GIS DATA OBTAINED FROM THE COLORADO ENERGY & CARBON MANAGEMENT (ECMC) INTERACTIVE MAP WEBSITE. THIS SURVEY MAKES NO CLAIMS TO THE ACCURACY OF THIS INFORMATION. THEY ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY, PLEASE REFER TO THE ECMC WEB PAGE FOR FURTHER INFORMATION.
- THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED IN THE WELD COUNTY CLERK AND RECORDERS OFFICE ON MARCH 11, 2008, AT RECEPTION NO. 7348105, AS AMENDED BY AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED ON SEPTEMBER 23, 2021, AT RECEPTION NO. 4759374, GRANTS RECIPROCAL, CROSS ACCESS EASEMENTS FOR THE BENEFIT OF AND APPURTENANT TO LOTS 1-3. THE TERMS AND CONDITIONS APPLICABLE TO SUCH EASEMENTS ARE FURTHER DESCRIBED IN THE EASEMENT AGREEMENT. THE INSTRUMENT ALSO GRANTS CERTAIN RIGHTS TO THE LOT OWNERS WITH RESPECT TO THE USE OF SUCH EASEMENTS.



VICINITY MAP

SCALE 1" = 1000'

OWNER:

THF FIRESTONE DEVELOPMENT, L.L.C.
2127 INNERBELT BUSINESS CENTER DRIVE #200
ST. LOUIS, MISSOURI 63114
314-513-1500
CONTACT: MICHAEL H. STAENBERG
MSTAENBERG@TSGPROPERTIES.COM

DEVELOPER:

TARGET CORPORATION
NICOLLET MALL-TPN-12K,
MINNEAPOLIS, MN 55403
612-761-6422
CONTACT: DANE JASTER
DANE.JASTER@TARGET.COM

SURVEYOR:

AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1
LITTLETON, COLORADO 80122
303-713-1898
CONTACT: MICHAEL NOFFSINGER, PLS
MNOFFSINGER@AZTECCONSULTANTS.COM

ENGINEER:

REDLAND
1500 WEST CANAL COURT
LITTLETON, COLORADO 80120
720-283-6783
CONTACT: TRAVIS FRAZIER, P.E.
TFRAZIER@REDLAND.COM

SHEET INDEX

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

SHEET 2 - OVERALL BOUNDARY, LOTS, TRACTS, EASEMENTS DETAILS

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE (NAD 83, 2011) REFERENCED TO THE SOUTHERLY BOUNDARY OF TRACT E, FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3 BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR SOUTH 89°59'06" WEST, A DISTANCE OF 426.68 FEET.

FLOOD ZONE

THE SURVEYED PROPERTY SHOWN HEREIN LIES WITHIN ZONE X, AREAS DETERMINED TO BE AREA OF MINIMAL FLOOD HAZARD, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08123C1890E, MAP REVISED JANUARY 20, 2016.

REPLAT STATEMENT

FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2 HAS BEEN CREATED TO SUBDIVIDE TRACT E, FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3 INTO 3 LOTS.

SURVEYOR'S CERIFICATE

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

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

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

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

BOARD OF TRUSTEES APPROVAL CERTIFICATE

THIS IS TO CERTIFY THAT THE FINAL PLAT OF FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2 WAS APPROVED ON THIS DAY OF , 20 BY RESOLUTION NO. , PASSED AND ADOPTED AT A MEETING OF THE BOARD OF TRUSTEES OF FIRESTONE, COLORADO, HELD ON THE DAY OF , 20. THE DEDICATION OF PUBLIC RIGHTS-OF-WAY FOR PUBLIC USE AND ALL PROPERTY INTERESTS OR PLACES DESIGNATED FOR PUBLIC USE SHOWN HEREON IS ACCEPTED BY THE TOWN OF FIRESTONE, COLORADO; PROVIDED, HOWEVER, THAT APPROVAL OF THIS PLAT AND ACCEPTANCE OF THE DEDICATED PROPERTY INTERESTS SHOWN THEREON IN NO WAY OBLIGATES THE TOWN OF FIRESTONE FOR FINANCING, CONSTRUCTING, OR MAINTAINING ANY PUBLIC IMPROVEMENTS ON ANY PROPERTY INTERESTS OR LAND BEING DEDICATED.

MAYOR

ATTEST: TOWN CLERK

LAND SUMMARY CHART			
TYPE	AREA (SF)	AREA (AC)	% OF TOTAL AREA
COMMERCIAL LOTS (3)	923,343	21.197	100.00
TRACTS (0)	000,000	0.000	00.00
ROW	000,000	0.000	00.00
TOTALS	923,343	21.197	100.00

FIRESTONE INFORMATION BLOCK

Name of Application	FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	N/A
Preparation Date	05-28-2024
Revision Date	11-19-2024
Revision Date	

COVER PAGE ~ SHEET 1 of 3



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

AzTec Proj. No.: 54824-04

Drawn By: BAM

DEVELOPER
THF FIRESTONE DEVELOPMENT, L.L.C.
2127 INNERBELT BUSINESS CENTER DRIVE
ST. LOUIS, MISSOURI 63114

DATE OF PREPARATION:

05/29/2024

SCALE:

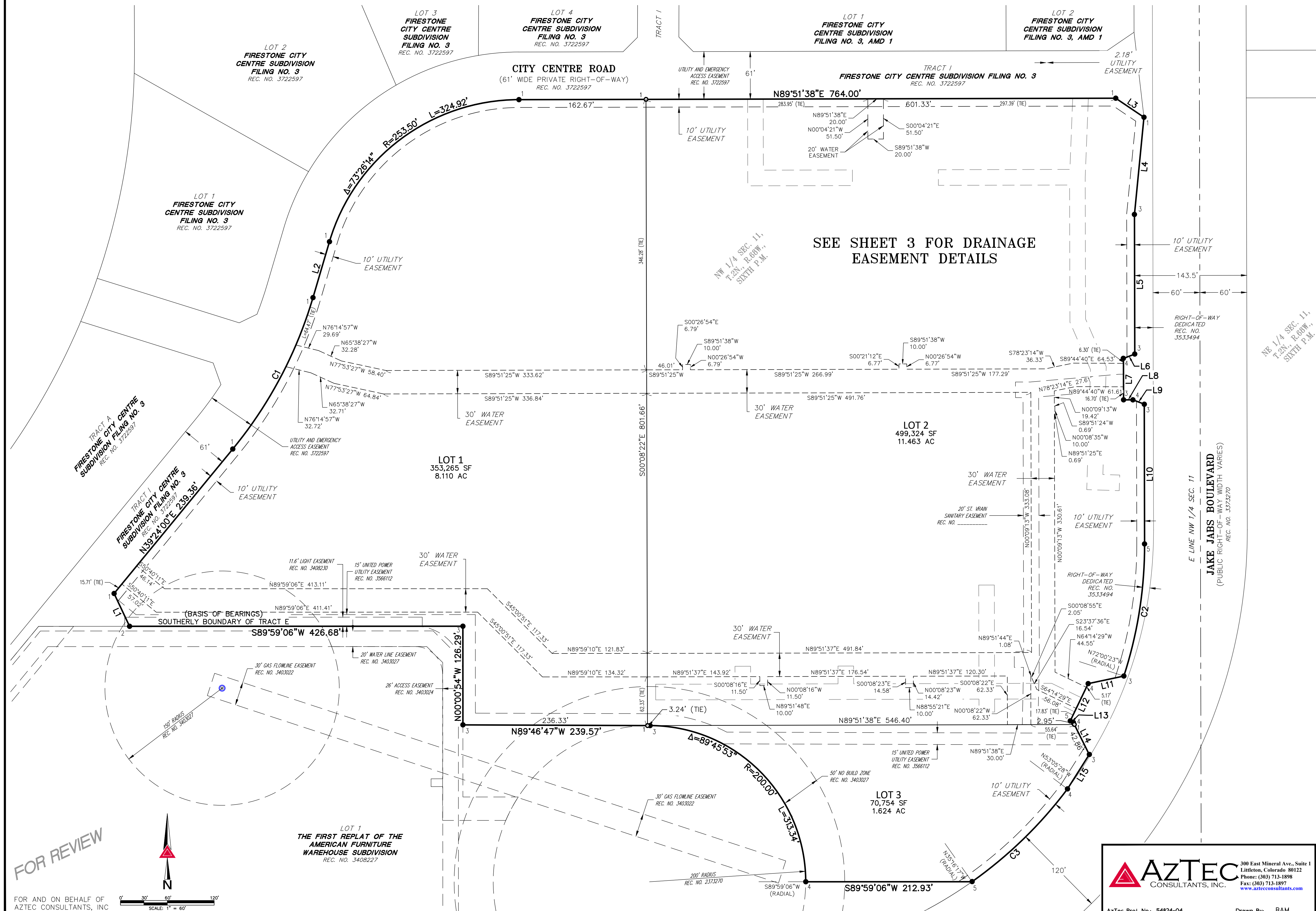
N/A

SHEET 1 OF 3

FINAL PLAT

FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2

A REPLAT OF TRACT E, FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3
LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.



LEGEND

- 1 SET NO. 5 X 18" REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38367"
- 2 FOUND NO. 5 X 18" REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38367"
- 3 FOUND 1" BRASS DISK STAMPED "AZTEC LS 38367"
- 4 FOUND NO. 5 REBAR WITH WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "V3 L3S 37993"
- 5 FOUND NO. 5 REBAR WITH WITH NO CAP
- 6 FOUND NO. 5 REBAR WITH WITH 1-1/4" YELLOW PLASTIC CAP STAMPING ILLIBLE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N25°15'24"W	46.42'
L2	N16°25'24"E	74.68'
L3	S55°58'56"E	43.60'
L4	S05°34'43"W	125.04'
L5	S00°07'55"E	178.71'
L6	S68°53'08"W	15.53'
L7	S00°07'38"E	53.00'
L8	N89°52'22"E	12.01'
L9	S69°08'41"E	15.53'
L10	S00°07'55"E	179.04'
L11	S77°58'48"W	46.76'
L12	S25°36'10"W	53.00'
L13	S64°15'20"E	4.38'
L14	S26°26'26"E	45.81'
L15	S32°18'50"W	52.21'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	22°58'36"	550.50'	220.76'
C2	18°07'31"	543.13'	171.82'
C3	17°49'11"	550.00'	171.06'

FIRESTONE INFORMATION BLOCK

Name of Application	FIRESTONE CITY CENTRE SUBDIVISION
Type of Submittal	FILING NO. 3, AMENDMENT 2
	FINAL PLAT
Filing Number	THREE
Phase Number	N/A
Preparation Date	05-28-2024
Revision Date	11-19-2024
Revision Date	
Revision Date	

DETAIL PAGE ~ SHEET 2 of 3

DEVELOPER THE FIRESTONE DEVELOPMENT, L.L.C. 2127 INNERBELT BUSINESS CENTER DRIVE ST. LOUIS, MISSOURI 63114		DATE OF PREPARATION: 05/29/2024
		SCALE: 1" = 60'
		S H E E T 2 O F 3



AzTec Proj. No.: 54824-04

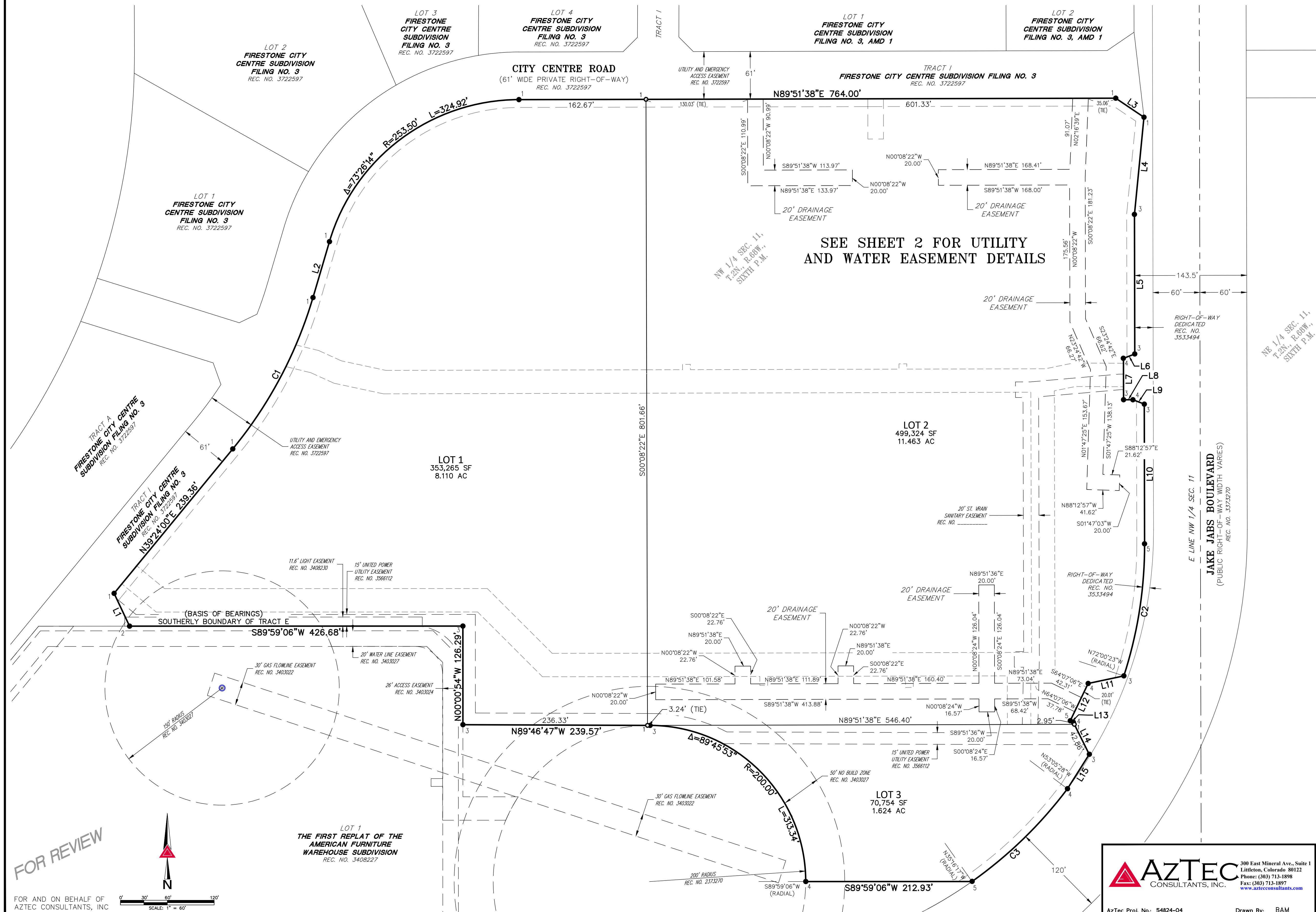
Drawn By: BAM

D E V E L O P E R
THF FIRESTONE DEVELOPMENT, L.L.C.
2127 INNERBELT BUSINESS CENTER DRIVE
ST. LOUIS, MISSOURI 63114

FINAL PLAT

FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2

A REPLAT OF TRACT E, FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3
LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.



LEGEND

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- 5 FOUND NO. 5 REBAR WITH WITH NO CAP
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FIRESTONE INFORMATION BLOCK

Name of Application	FIRESTONE CITY CENTRE SUBDIVISION
Type of Submittal	FILING NO. 3, AMENDMENT 2
Filing Number	THREE
Phase Number	N/A
Preparation Date	05-28-2024
Revision Date	11-19-2024
Revision Date	
Revision Date	

DETAIL PAGE ~ SHEET 3 of 3

DEVELOPER THF FIRESTONE DEVELOPMENT, L.L.C.		DATE OF PREPARATION: 05/29/2024
2127 INNERBELT BUSINESS CENTER DRIVE ST. LOUIS, MISSOURI 63114		SCALE: 1" = 60'
S H E E T 3 O F 3		



AzTec Proj. No.: 54824-04

Drawn By: BAM

FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC-25-01

**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF
THE TOWN OF FIRESTONE, COLORADO, RECOMMENDING
APPROVAL OF THE FINAL PLAT FOR FIRESTONE CITY CENTRE
SUBDIVISION FILING NO. 3, AMENDMENT 2**

WHEREAS, Target Corporation (the “Applicant”) on behalf of THF Firestone Development LLC. (the “Owner”) has submitted a proposed final plat for certain real property located within the Town of Firestone, Colorado (the “Property”), and

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

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

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

Section 1. The Town of Firestone Planning and Zoning Commission hereby recommends the Board of Trustees approve the Firestone City Centre Filing No. 3 Amendment 2 Final Plat, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

1. All remaining technical corrections to the Firestone City Centre Filing No. 3 Amendment 2 final plat and construction drawings requested by Town staff shall be made to the Town staff’s satisfaction.
2. Prior to commencement of construction, Final Construction Plans shall be approved by the Town.
3. The Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

PASSED AND ADOPTED this 14 day of February, 2025.

ATTEST:

G. Carranco
Secretary



[Signature]
Chairperson

EXHIBIT A
FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2 FINAL PLAT

0.00

FINAL PLAT

FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2

A REPLAT OF TRACT E, FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3
LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

OWNERSHIP AND DEDICATION

THF FIRESTONE DEVELOPMENT, L.L.C., BEING THE OWNER(S) OF THE LAND SHOWN IN THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

TRACT E, FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3 RECORDED OCTOBER 1, 2010 UNDER RECEPTION NO. 3722597 IN THE OFFICIAL RECORDS OF THE WELD COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING AN AREA OF 21.197 ACRES, (923,343 SQUARE FEET), MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF **FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2**, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE, THE STREETS, AVENUES, AND OTHER PUBLIC PLACES AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES AND OTHER APPROPRIATE ENTITIES THOSE PORTIONS OF REAL PROPERTY THAT ARE SO DESIGNATED AS EASEMENTS SHOWN.

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

OWNER:

THF FIRESTONE DEVELOPMENT, L.L.C.

BY: THF FIRESTONE INVESTORS, L.L.C., MANAGER

BY: MICHAEL H. STAENBERG, MANAGER

COUNTY OF)
STATE OF) SS

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

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES ON THE ____ DAY OF _____, 20____.

LENDER CONSENT

THE UNDERSIGNED, ASSOCIATED BANK, NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AS THE BENEFICIARY OF A DEED OF TRUST RECORDED WITH THE WELD COUNTY, COLORADO CLERK AND RECORDER AT RECEPTION NO. 3958290 AND THAT CONSTITUTES A LIEN UPON THE OWNER'S PROPERTY, HEREBY CONSENTS TO THE DEDICATION OF EASEMENTS AS SHOWN ON THIS FINAL PLAT OF "FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2", AND HEREBY FOREVER RELEASES SAID LANDS FROM SAID LIEN.

ASSOCIATED BANK, NATIONAL ASSOCIATION

BY: _____

PRINT NAME: _____

TITLE: _____

COUNTY OF ST. LOUIS)
STATE OF MISSOURI) SS

ON THIS ____ DAY OF _____, 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED _____, IN HIS/HER CAPACITY AS _____ OF ASSOCIATED BANK, NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AND SAID _____ ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME ON BEHALF OF SAID ASSOCIATION AND BY AUTHORITY OF THE BOARD OF DIRECTORS OF SAID ASSOCIATION AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

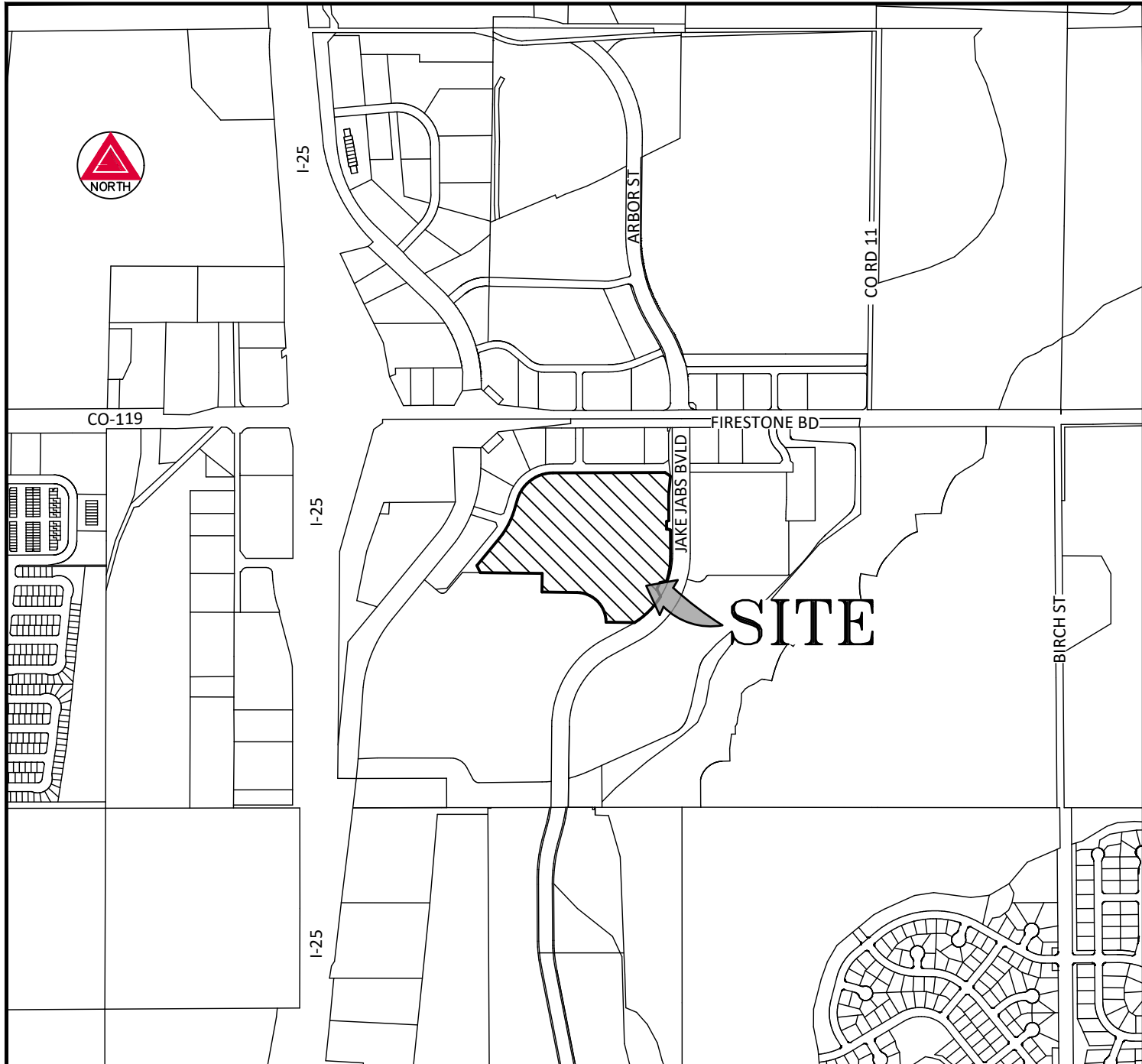
WITNESS MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, 2024:

NOTARY PUBLIC

MY COMMISSION EXPIRES ON THE ____ DAY OF _____, 20____.

GENERAL NOTES

- THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED ON APRIL 10, 2024.
- PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
- THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN **FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-1203871-MPLS WITH AN EFFECTIVE DATE OF MAY 07, 2024 AT 5:00 P.M.** AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SURVEYED PROPERTY.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- UPON AND AFTER RECORDATION, THIS PLAT SHALL SUPERSEDE AND REPLACE ALL SUBDIVISION PLATS PREVIOUSLY FILED OF RECORD WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS PLAT, WITH THE LEGAL EFFECT THAT ALL SUCH PREVIOUSLY RECORDED PLATS SHALL BE CONSIDERED VOID AND OF NO FURTHER LEGAL AFFECT AS APPLIED TO THE PROPERTY DESCRIBED IN THIS PLAT, AND THAT THE PROPERTY DESCRIBED IN THIS PLAT SHALL BE CONCLUSIVELY RELEASED FROM THE ENCUMBRANCE OF ALL SUCH RECORDED PLATS UPON AND AFTER RECORDATION OF THIS PLAT.
- THE LOCATION AND STATUS OF THE OIL/GAS WELLS SHOWN HEREON ARE BASED ON GIS DATA OBTAINED FROM THE COLORADO ENERGY & CARBON MANAGEMENT (ECMC) INTERACTIVE MAP WEBSITE. THIS SURVEY MAKES NO CLAIMS TO THE ACCURACY OF THIS INFORMATION. THEY ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY, PLEASE REFER TO THE ECMC WEB PAGE FOR FURTHER INFORMATION.
- THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED IN THE WELD COUNTY CLERK AND RECORDERS OFFICE ON MARCH 11, 2008, AT RECEPTION NO. 7348105, AS AMENDED BY AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED ON SEPTEMBER 23, 2021, AT RECEPTION NO. 4759374, GRANTS RECIPROCAL, CROSS ACCESS EASEMENTS FOR THE BENEFIT OF AND APPURTENANT TO LOTS 1-3. THE TERMS AND CONDITIONS APPLICABLE TO SUCH EASEMENTS ARE FURTHER DESCRIBED IN THE EASEMENT AGREEMENT. THE INSTRUMENT ALSO GRANTS CERTAIN RIGHTS TO THE LOT OWNERS WITH RESPECT TO THE USE OF SUCH EASEMENTS.



VICINITY MAP

SCALE 1" = 1000'

OWNER:

THF FIRESTONE DEVELOPMENT, L.L.C.
2127 INNERBELT BUSINESS CENTER DRIVE #200
ST. LOUIS, MISSOURI 63114
314-513-1500
CONTACT: MICHAEL H. STAENBERG
MSTAENBERG@TSGPROPERTIES.COM

DEVELOPER:

TARGET CORPORATION
NICOLLET MALL-TPN-12K,
MINNEAPOLIS, MN 55403
612-761-6422
CONTACT: DANE JASTER
DANE.JASTER@TARGET.COM

SURVEYOR:

AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1
LITTLETON, COLORADO 80122
303-713-1898
CONTACT: MICHAEL NOFFSINGER, PLS
MNOFFSINGER@AZTECCONSULTANTS.COM

ENGINEER:

REDLAND
1500 WEST CANAL COURT
LITTLETON, COLORADO 80120
720-283-6783
CONTACT: TRAVIS FRAZIER, P.E.
TFRAZIER@REDLAND.COM

SHEET INDEX

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

SHEET 2 - OVERALL BOUNDARY, LOTS, TRACTS, EASEMENTS DETAILS

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE (NAD 83, 2011) REFERENCED TO THE SOUTHERLY BOUNDARY OF TRACT E, FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3 BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR SOUTH 89°59'06" WEST, A DISTANCE OF 426.68 FEET.

FLOOD ZONE

THE SURVEYED PROPERTY SHOWN HEREIN LIES WITHIN ZONE X, AREAS DETERMINED TO BE AREA OF MINIMAL FLOOD HAZARD, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08123C1890E, MAP REVISED JANUARY 20, 2016.

REPLAT STATEMENT

FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2 HAS BEEN CREATED TO SUBDIVIDE TRACT E, FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3 INTO 3 LOTS.

SURVEYOR'S CERIFICATE

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

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

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

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

BOARD OF TRUSTEES APPROVAL CERTIFICATE

THIS IS TO CERTIFY THAT THE FINAL PLAT OF FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2 WAS APPROVED ON THIS ____ DAY OF _____, 20____ BY RESOLUTION NO. _____, PASSED AND ADOPTED AT A MEETING OF THE BOARD OF TRUSTEES OF FIRESTONE, COLORADO, HELD ON THE _____ DAY OF _____ 20____. THE DEDICATION OF PUBLIC RIGHTS-OF-WAY FOR PUBLIC USE AND ALL PROPERTY INTERESTS OR PLACES DESIGNATED FOR PUBLIC USE SHOWN HEREON IS ACCEPTED BY THE TOWN OF FIRESTONE, COLORADO; PROVIDED, HOWEVER, THAT APPROVAL OF THIS PLAT AND ACCEPTANCE OF THE DEDICATED PROPERTY INTERESTS SHOWN THEREON IN NO WAY OBLIGATES THE TOWN OF FIRESTONE FOR FINANCING, CONSTRUCTING, OR MAINTAINING ANY PUBLIC IMPROVEMENTS ON ANY PROPERTY INTERESTS OR LAND BEING DEDICATED.

MAYOR

ATTEST: TOWN CLERK

LAND SUMMARY CHART			
TYPE	AREA (SF)	AREA (AC)	% OF TOTAL AREA
COMMERCIAL LOTS (3)	923,343	21.197	100.00
TRACTS (0)	000,000	0.000	00.00
ROW	000,000	0.000	00.00
TOTALS	923,343	21.197	100.00

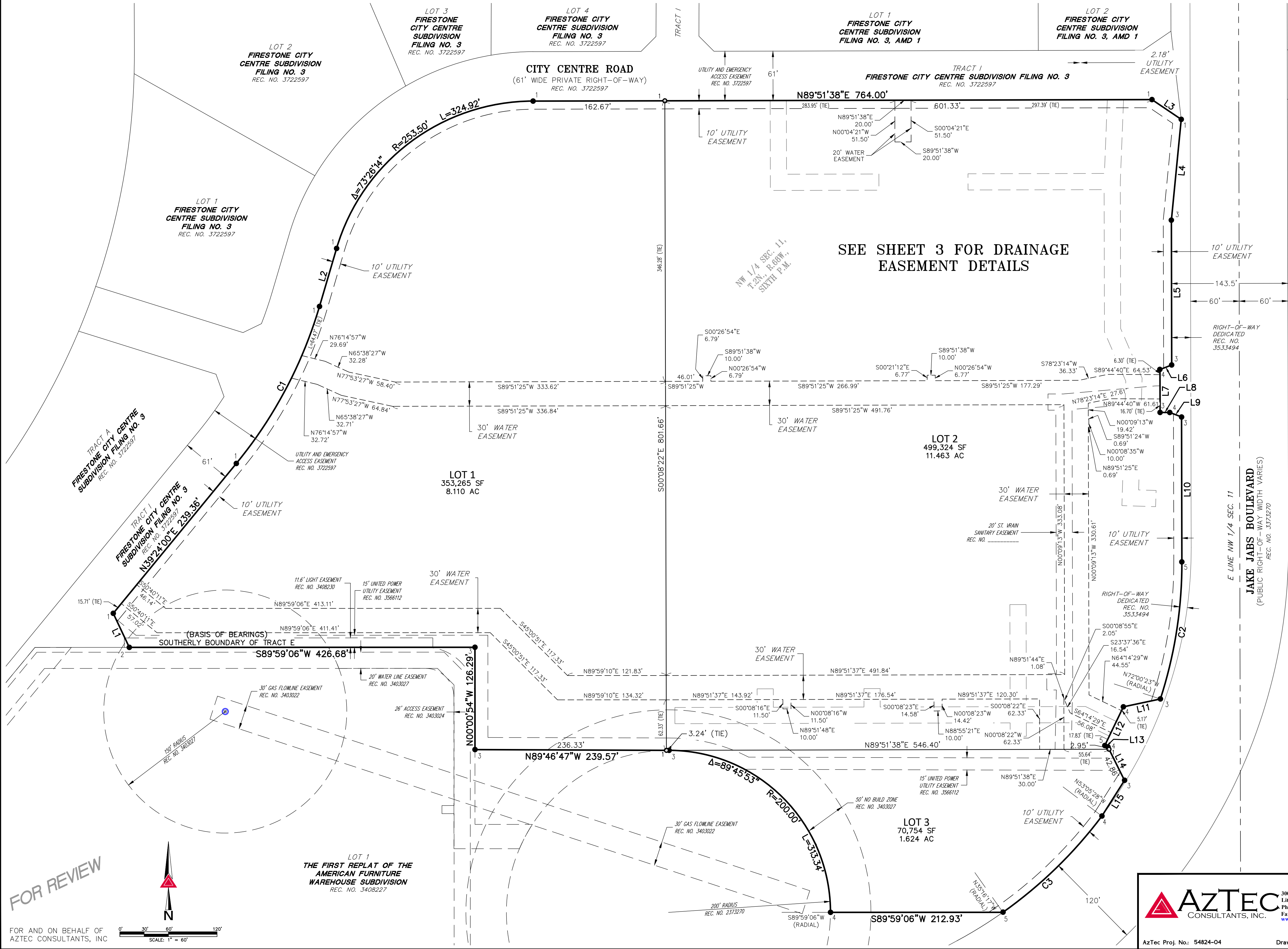
FIRESTONE INFORMATION BLOCK	
Name of Application	FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	N/A
Preparation Date	05-28-2024
Revision Date	11-19-2024
Revision Date	
COVER PAGE ~ SHEET 1 of 3	

AzTec CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER THF FIRESTONE DEVELOPMENT, L.L.C.		DATE OF PREPARATION:	05/29/2024
	2127 INNERBELT BUSINESS CENTER DRIVE ST. LOUIS, MISSOURI 63114		SCALE:	N/A
	AzTec Proj. No.: 54824-04		Drawn By: BAM	

SHEET 1 OF 3

FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2

A REPLAT OF TRACT E, FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3
LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.



LEGEND

- 1. SET NO. 5 X 18" REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38367"
- 2. FOUND NO. 5 X 18" REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38367"
- 3. FOUND NO. 5 X 18" REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38367"
- 4. FOUND NO. 5 X 18" REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38367"
- 5. FOUND NO. 5 X 18" REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38367"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N25°15'24"W	46.42'
L2	N16°25'24"E	74.68'
L3	S55°58'56"E	43.60'
L4	S05°34'43"W	125.04'
L5	S00°07'55"E	178.71'
L6	S68°53'08"W	15.53'
L7	S00°07'38"E	53.00'
L8	N89°52'22"E	12.01'
L9	S69°08'41"E	15.53'
L10	S00°07'55"E	179.04'
L11	S77°58'48"W	46.76'
L12	S25°36'10"W	53.00'
L13	S64°15'20"E	4.38'
L14	S26°26'26"E	45.81'
L15	S32°18'50"W	52.21'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	22°58'36"	550.50'	220.76'
C2	18°07'31"	543.13'	171.82'
C3	17°49'11"	550.00'	171.06'

FIRESTONE INFORMATION BLOCK

Name of Application	FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	N/A
Preparation Date	05-28-2024
Revision Date	11-19-2024
Revision Date	
Revision Date	

DETAIL PAGE ~ SHEET 2 of 3

AZTEC
CONSULTANTS, INC.

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

DEVELOPER
THF FIRESTONE DEVELOPMENT, L.L.C.

2127 INNERBELT BUSINESS CENTER DRIVE
ST. LOUIS, MISSOURI 63114

DATE OF PREPARATION: 05/29/2024

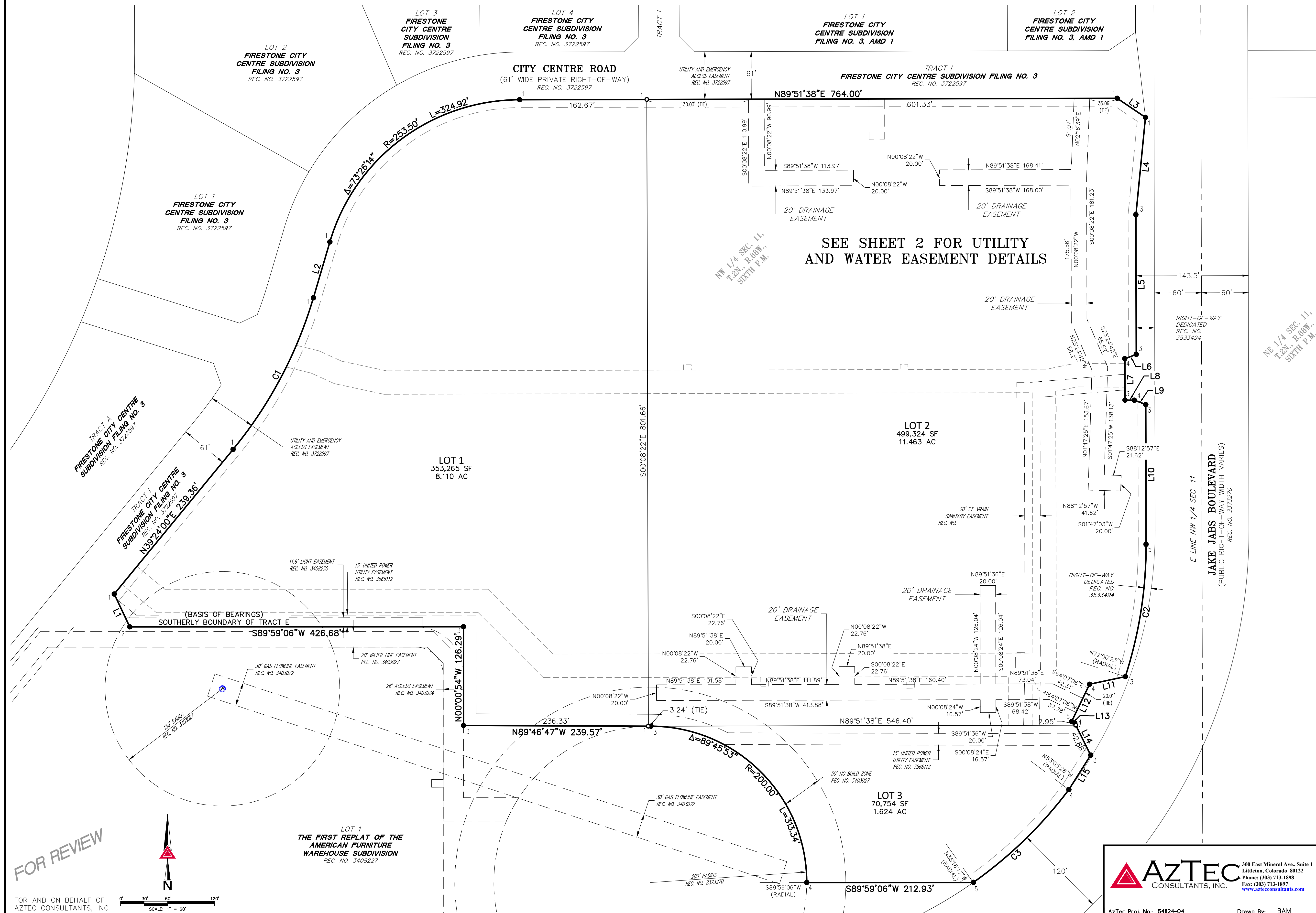
SCALE: 1" = 60'

SHEET 2 OF 3

FINAL PLAT

FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3, AMENDMENT 2

A REPLAT OF TRACT E, FIRESTONE CITY CENTRE SUBDIVISION FILING NO. 3
LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.



LEGEND

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- 2 FOUND NO. 5 X 18" REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38367"
- 3 FOUND 1" BRASS DISK STAMPED "AZTEC LS 38367"
- 4 FOUND NO. 5 REBAR WITH WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "V3 L3S 37993"
- 5 FOUND NO. 5 REBAR WITH WITH NO CAP
- 6 FOUND NO. 5 REBAR WITH WITH 1-1/4" YELLOW PLASTIC CAP STAMPING ILLIBLE

LINE TABLE		
LINE	BEARING	LENGTH
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L2	N16°25'24"E	74.68'
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FIRESTONE INFORMATION BLOCK

Name of Application	FIRESTONE CITY CENTRE SUBDIVISION
Type of Submittal	FILING NO. 3, AMENDMENT 2
Filing Number	THREE
Phase Number	N/A
Preparation Date	05-28-2024
Revision Date	11-19-2024
Revision Date	
Revision Date	

DETAIL PAGE ~ SHEET 3 of 3

DEVELOPER THF FIRESTONE DEVELOPMENT, L.L.C. 2127 INNERBELT BUSINESS CENTER DRIVE ST. LOUIS, MISSOURI 63114		DATE OF PREPARATION: 05/29/2024
		SCALE: 1" = 60'
		S H E E T 3 O F 3



AzTec Proj. No.: 54824-04

Drawn By: BAM

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.b

Land Development

Meeting Date: February 12, 2025

Initiated By: Rachel Clyne

Department: Planning & Development

AGENDA ITEM

PUBLIC HEARING: Resolution 25-19: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE HAMILTON HEIGHTS PRELIMINARY SUBDIVISION PLAT

RECOMMENDATION

The Planning and Zoning Commission, along with Town staff, recommends the Board of Trustees approve draft Resolution 25-19, a resolution approving the Hamilton Heights Preliminary Plat application with the following conditions:

- a. All remaining technical corrections to the Hamilton Heights 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.

APPROVAL/DENIAL OPTIONS

SUMMARY

The proposed Resolution approves the Hamilton Heights Preliminary Plat, which includes 123 lots on approximately 28.04 acres located north of Grant Avenue and west of Frontier Street.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

On January 24, 2024, the Firestone Board of Trustees approved Ordinance No. 1040, rezoning subject property from PUD Residential 1 (PUD R-1), PUD Neighborhood Center (PUD NC), and PUD Residential C (R-C) to Residential A (R-A) Zone District and Neighborhood Center (NC) zoning districts.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

1. Hamilton Heights BOT Staff Report
2. Resolution 25-19
3. Hamilton Heights Preliminary Plat
4. Hamilton Heights Preliminary Landscape
5. PC 25-02 Recommending Approval



Staff Report

Hamilton Heights

Preliminary Plat

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

February 12, 2025

GENERAL INFORMATION

Purpose: This staff report is for the Hamilton Heights Preliminary Plat proposing 123 lots on approximately 28.04 acres. The proposed use is a low-density residential subdivision comprised of 123 lots. The 0.92-acre parcel on the SE corner of the property is reserved for future retail use.

Applicant: Redland
1500 West Canal Court
Littleton, CO 80120

Owners' Representative: Steve Shoflick
Miller United Real Estate, LLC.
6900 E. Belleview Ave, Suite 300
Greenwood Village, CO 80111

Location: The Hamilton Heights Preliminary Plat is located north of Grant Avenue, west of Frontier Street, and south of the Coal Ridge Irrigation Ditch.



Existing Conditions:

Existing Zoning: Low-Density Residential (R-A)
and Neighborhood Commercial (NC).

Existing Use: Undeveloped – Vacant Land

Adjacent Land Use/Zoning:

	ZONING	LAND USE
NORTH	OS (Firestone)	Saddleback Golf Course
SOUTH	R-B (Firestone)	Vacant land & single-family residence
EAST	R-C & NC (Firestone)	Vacant land
WEST	R-A (Firestone)	Low-Density Residential

Hamilton Heights Preliminary Plat - Plan Analysis:

The Hamilton Heights Preliminary Plat proposes a low-density, single-family residential development with 123 lots. The Preliminary Plat has seven (7) blocks with 122 lots. Tract E will serve as interim emergency access and will be converted to a lot residential lot once Street D is connected to Frontier Street by the adjacent development. On the southeast corner of the property is a 0.92-acre parcel (Block 7, Lot 1), which will support future retail uses. The total acreage of the development is $\pm$ 28.04 acres.

The subject property is located north of Grant Avenue and west of Frontier Street. The property abuts the Saddleback Golf Course to the north. The land is undeveloped; however, an abandoned mine (Grant Mine) and mine shafts are located beneath the property. Appropriate closures or capping will occur and be verified before recording the Final Plat.

The gross density of the proposed subdivision is 3.97 dwelling units/acre in accordance with the proposed R-A residential regulations as outlined in the Firestone Development Code (FDC). The R-A zone district allows a maximum of five (5) dwelling units per acre. Most lots have forty-five feet (45') of street frontage and a depth of one hundred feet (100') for a lot size of 4,500 square feet.

Two (2) vehicular access points enter the site from Grant Avenue. The first entrance is approximately 600' east of Sherilynn Circle of the Zadel Ranch, Westwind Village subdivision, with the second access point located approximately 590' east along Grant Avenue. A third access point will be achieved with the connection of Street D to Frontier Street when the adjacent property develops.

Pedestrian access is provided via attached sidewalks along interior residential streets and construction of a Regional Trail along the north and west borders of the development. A $\pm$ 3.3-acre tract (Tract A) runs along the property's western and northern edges, separating the residences from the trail and providing open space. Additionally, a pocket park is proposed in the southwest corner of the project in Tract B. The 18,000+ square foot pocket park is designed to provide active and passive outdoor recreation opportunities.

The developer will extend public infrastructure and utilities into the property at the time of the development.

APPROVAL CRITERIA AND STAFF ANALYSIS

Preliminary Plat Approval Criteria and Staff Analysis:

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

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

Staff: *The proposed preliminary plat is generally consistent with the RL (Low-Density Residential) land use designation identified in the Town's Master Plan.*

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

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

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

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

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

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

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

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

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

Staff: *The proposed preliminary plat will not significantly impact the identified environmental conditions.*

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

Staff: *The proposed preliminary plat is integrated and connected to major pedestrian and vehicular passageways by providing trail connections to the Regional Trail and vehicular access to Grant Avenue.*

- 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 significantly impact adjacent properties, given that the pocket park and open space (Tract A) will provide a buffer for the existing large-lot residential development to the west.*

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

Staff: *The proposed preliminary plat will provide sufficient transportation, utilities, and recreational facilities while maintaining existing service levels for the development. The development is located within the St. Vrain Valley School District and a referral was sent to the district. The school district indicated there is sufficient capacity at the local schools to serve the subdivision.*

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

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

NEIGHBORHOOD MEETING

As required by the Firestone Development Code, a Neighborhood Meeting was held on June 24, 2024, at 6:00 - 7:30 pm in the Richard E. Hart Training Room of the Firestone Police Department at 9900 Park Avenue. 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:	January 22, 2025
Property Posted:	January 22, 2025
Letters to Adjacent Property Owners:	January 22, 2025

RECOMMENDATIONS

Staff:

Town staff recommends the Board of Trustees approve draft Resolution PC-25-19, a resolution approving the Hamilton Heights Preliminary Plat application with the following conditions:

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

Planning and Zoning Commission:

After conducting a Public Hearing on the proposed preliminary plat on February 6, 2025, the Planning and Zoning Commission rendered a decision recommending approval of the Preliminary Plat as more fully set forth in PC-25-02.

RESOLUTION NO. 25-19

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE HAMILTON HEIGHTS PRELIMINARY SUBDIVISION PLAT

WHEREAS, Vern Scott Hamilton, Jennie A. Horton, Thomas J. Hamilton and Vern Scott Hamilton as trustee of the Robert J. Hamilton Supplemental Needs Trust (together, the “Applicant”), as owner of certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted a proposed preliminary subdivision plat for the Property; and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the proposed preliminary subdivision plat on February 6, 2025, rendered a decision recommending approval of the Preliminary Plat with two (2) conditions as more fully set forth in PC-25-02, dated February 6, 2025; and

WHEREAS, on February 12, 2025, 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-25-02.

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

Section 3. The Board of Trustees hereby approves the Preliminary Plat Hamilton Heights, attached hereto as Exhibit A and incorporated herein by this reference, which is subject to the following conditions:

1. All remaining technical corrections to the Hamilton Heights 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.

Section 4. Unless otherwise extended by the Board of Trustees, the approval of the Hamilton Heights 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 12th day of February, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Hamilton Heights
Preliminary Plat

SHEET INDEX

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

SHEET 2 – OVERALL BOUNDARY, LOTS AND TRACTS

SHEETS 3–11 LOTS, TRACTS, EASEMENTS DETAILS

CERTIFICATE OF DEDICATION, OWNERSHIP AND MAINTENANCE

KNOW ALL MEN BY THOSE PRESENTS THAT VERN SCOTT HAMILTON AND JENNIE A. HORTON AND THOMAS J. HAMILTON AND ROBERT J. HAMILTON, SUPPLEMENTAL NEEDS TRUST, BEING THE OWNERS OF CERTAIN LANDS IN WELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19, WHENCE THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 BEARS NORTH 89°30'43" WEST, A DISTANCE OF 2,640.87 FEET WITH ALL BEARINGS HEREIN REFERENCED TO SAID LINE;

THENCE ALONG SAID SOUTH LINE, NORTH 89°30'43" WEST, A DISTANCE OF 342.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 89°30'43" WEST, A DISTANCE OF 1,370.91 FEET TO THE EASTERLY BOUNDARY OF THE PLAT OF THE ZADEL RANCH, WESTWIND VILLAGE, RECORDED AT REC. NO. 1756842 IN THE OFFICIAL RECORDS OF THE WELD COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID EASTERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

- NORTH 00°23'48" EAST, A DISTANCE OF 420.70 FEET;
- NORTH 32°09'49" WEST, A DISTANCE OF 252.84 FEET TO THE SOUTHERLY BOUNDARY OF COAL RIDGE DITCH AND THAT CERTAIN SOUTH PLATTE SUPPLY CANAL EASEMENT RECORDED IN BOOK 1436 AT PAGE 442 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARIES, THE FOLLOWING FOUR (4) COURSES:

- NORTH 60°42'02" EAST, A DISTANCE OF 23.59 FEET;
- NORTH 18°02'04" EAST, A DISTANCE OF 242.12 FEET;
- NORTH 49°53'59" EAST, A DISTANCE OF 525.83 FEET;
- NORTH 74°28'00" EAST, A DISTANCE OF 316.91 FEET TO THE WESTERLY BOUNDARY OF VISTAS AT SADDLEBACK FILING NO. 1 RECORDED AT RECEPTION NO. 4910387 IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID SOUTHERLY BOUNDARIES AND ALONG SAID WESTERLY BOUNDARY, THE FOLLOWING 4 COURSES:

- NORTH 88°44'51" EAST, A DISTANCE OF 179.90 FEET;
- SOUTH 01°10'53" EAST, A DISTANCE OF 708.21 FEET;
- SOUTH 42°09'59" EAST, A DISTANCE OF 752.77 FEET;
- SOUTH 00°22'29" WEST, A DISTANCE OF 49.66 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 28.024 ACRES, (1,220,704 SQUARE FEET), MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF HAMILTON HEIGHTS, AND DO HEREBY DEDICATE TO THE BOARD OF COUNTY COMMISSIONERS, PUBLIC, SCHOOL DISTRICT, OWNERS AND FUTURE OWNERS OF THIS SUBDIVISION ALL WAYS, PUBLIC RIGHT-OF-WAYS, EASEMENTS, PARKS, AND OPEN SPACE, AND OTHER PUBLIC RIGHTS-OF-WAY AND EASEMENTS FOR PURPOSES SHOWN HEREON.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, 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 THAT SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF FIRESTONE, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF FIRESTONE SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF FIRESTONE, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY CITY FRANCHISED UTILITIES AND/OR OTHER SERVING PUBLIC ENTITIES, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH TOWN FRANCHISED UTILITIES AND/OR OTHER SERVING PUBLIC ENTITIES AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF FIRESTONE, COLORADO.

OWNER:

VERN SCOTT HAMILTON AND JENNIE A. HORTON AND THOMAS J. HAMILTON AND ROBERT J. HAMILTON, SUPPLEMENTAL NEEDS TRUST

BY: _____ AS: _____
BY: _____ AS: _____
BY: _____ AS: _____
BY: _____ AS: _____

COUNTY OF _____ }
STATE OF COLORADO } SS

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

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTARY ACKNOWLEDGEMENT

STATE OF COLORADO }
COUNTY OF WELD } SS

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

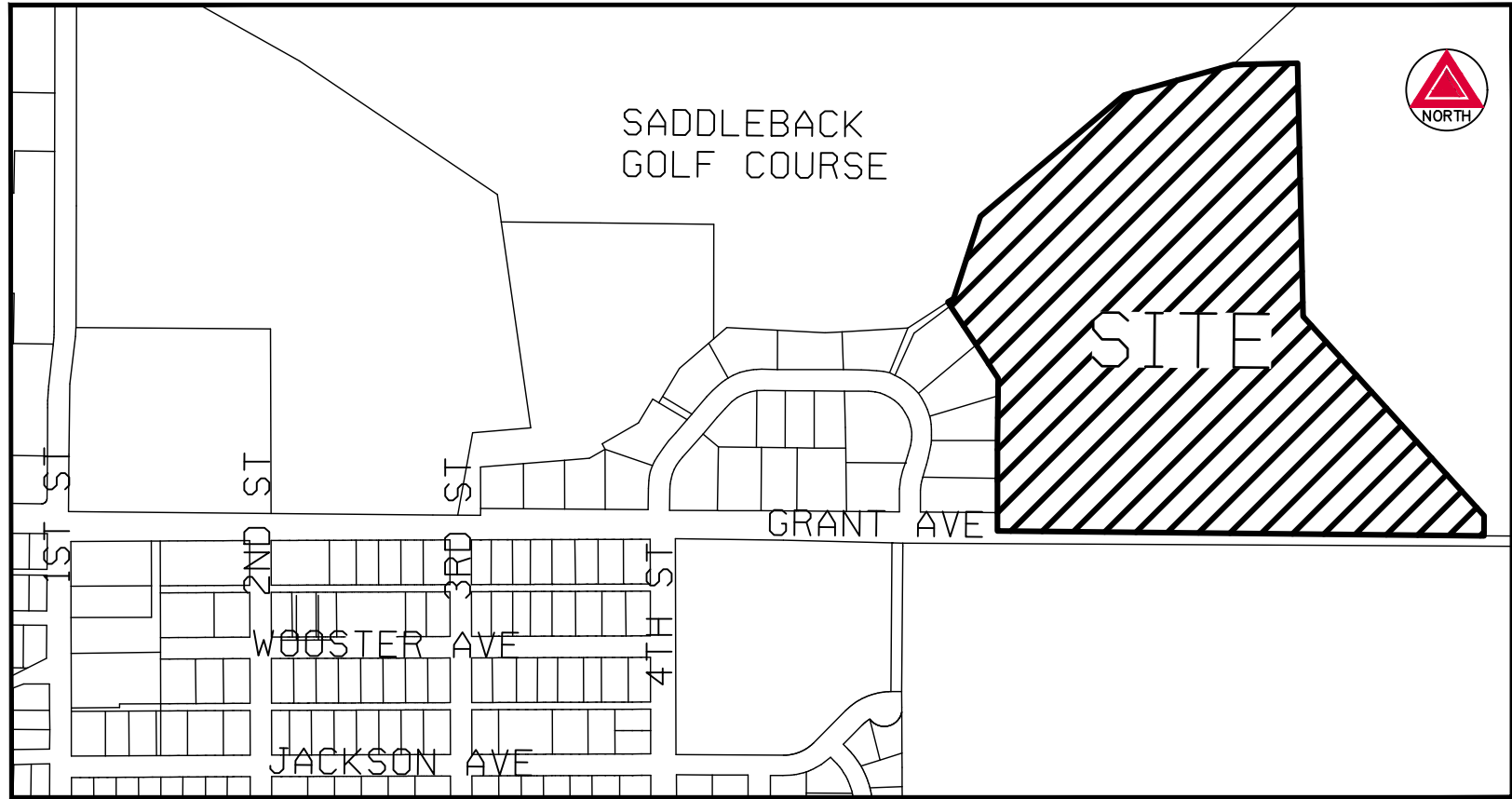
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

FLOOD ZONE

THE SUBJECT PROPERTY SHOWN HEREIN LIES WITHIN OTHER AREAS – ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08123C2081E, MAP REVISED JANUARY 20, 2016.

PRELIMINARY PLAT
HAMILTON HEIGHTS
A PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH,
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
28.024 ACRES – 122 RESIDENTIAL LOTS – 1 COMMERCIAL LOT – 9 TRACTS – PP-24-014



VICINITY MAP
SCALE 1" = 500'

GENERAL NOTES

- THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED ON FEBRUARY 10, 2023.
- PER C.R.S. 38–51–106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
- THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN LAND TITLE GUARANTEE COMPANY COMMITMENT NO. ABC25208882–3 WITH AN EFFECTIVE DATE OF FEBRUARY 21, 2024 AT 5:00P.M. AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SURVEYED PROPERTY.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18–4–508, C.R.S.
- UPON AND AFTER RECORDATION, THIS PLAT SHALL SUPERSEDE AND REPLACE ALL SUBDIVISION PLATS PREVIOUSLY FILED OF RECORD WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS PLAT, WITH THE LEGAL EFFECT THAT ALL SUCH PREVIOUSLY RECORDED PLATS SHALL BE CONSIDERED VOID AND OF NO FURTHER LEGAL EFFECT AS APPLIED TO THE PROPERTY DESCRIBED IN THIS PLAT, AND THAT THE PROPERTY DESCRIBED IN THIS PLAT SHALL BE CONCLUSIVELY RELEASED FROM THE ENCUMBRANCE OF ALL SUCH RECORDED PLATS UPON AND AFTER RECORDATION OF THIS PLAT.
- THE LOCATION AND STATUS OF THE AIR SHAFT, AND BOTH COMPARTMENTS OF THE MAIN MINE SHAFT, SHOWN HEREON, WERE RECOVERED BY EXCAVATION PROVIDED BY GHI CONSTRUCTION AND CONFIRMED BY WESTERN ENVIRONMENT AND ECOLOGY, INC. ON MAY 10, 2023. PLEASE REFER TO WESTERN ENVIRONMENT AND ECOLOGY, INC. FOR FURTHER DETAILS.
- THE LOCATIONS AND STATUS OF THE ABANDONED GAS WELL, SHOWN HEREON, WERE CONFIRMED BY WESTERN ENVIRONMENT AND ECOLOGY, INC. ON MAY 18, 2023. PLEASE REFER TO WESTERN ENVIRONMENT AND ECOLOGY, INC. FOR FURTHER DETAILS.
- OWNER HEREBY DEDICATES TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL SIDEWALKS, PEDESTRIAN PATHS, WALKWAYS, TRAILS, PARKS, PARK EQUIPMENT, PARK FACILITIES AND ASSOCIATED PARK ELEMENTS, INCLUDING VEHICULAR PARKING STALLS, INSTALLED UPON, ACROSS, OVER, AND WITHIN ANY TRACTS FOR THE PURPOSE OF PUBLIC ACCESS TO AND USE OF SUCH IMPROVEMENTS FOR ACTIVE AND PASSIVE RECREATIONAL USES AT ANY TIME AND FROM TIME TO TIME, SUBJECT HOWEVER TO REASONABLE RULES AND REGULATIONS ADOPTED BY THE OWNERS OF SUCH TRACTS.
- OWNER HEREBY DEDICATES AND CONVEYS TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL STORM DRAINS, STORM SEWER PIPES, CONCRETE PANS, CHASE DRAINS, DRAINAGE SWALES, DRAINAGE CHANNELS, DETENTION POND AND ASSOCIATED INLET/OUTLET STRUCTURES INSTALLED UPON, ACROSS, OVER, AND WITHIN ANY TRACTS FOR THE PURPOSES DESCRIBED IN NOTE 10. THE TOWN'S ACCEPTANCE OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS, NOR RELIEVE THE OWNERS OF ANY LOTS, TRACTS, OR OUTLOTS OF THEIR OBLIGATION AND PRIMARY RESPONSIBILITY TO CONSTRUCT OR MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR A PARTICULAR LOT.
- THE OWNERS OF EACH TRACT, OUTLOT AND LOT WILL MAINTAIN ANY AND ALL GRADING AND APPROVED PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES LOCATED WITHIN THEIR RESPECTIVE LOT OR OUTLOT. THE DRAINAGE EASEMENTS DEDICATED TO THE TOWN ACROSS SUCH AREAS ARE FOR USE, OPERATION, AND MAINTENANCE OF ANY AND ALL DRAINAGE IMPROVEMENTS INSTALLED WITHIN SUCH AREAS AND FOR ACCESS, MAINTENANCE AND REPAIR SERVICES ONLY. IN THE EVENT THAT THE OWNERS OF THE LOTS, TRACTS, OR OUTLOTS FAIL OR REFUSE TO PERFORM ANY MAINTENANCE OF PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR A PARTICULAR LOT. IN THE EVENT THAT THE OWNER FAILS OR REFUSES TO PERFORM ANY REQUIRED MAINTENANCE, THE TOWN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER SAID EASEMENT AND PERFORM ANY NECESSARY WORK, AND SHALL BILL THE OWNER FOR THE COSTS OF ANY MAINTENANCE OR REPAIR WORK. IN THE EVENT THE TOWN IS NOT FULLY REMBURSED FOR ALL SUCH COSTS INCURRED WITHIN 30 DAYS AFTER MAILING OF THE BILL, THE TOWN SHALL HAVE THE RIGHT TO PLACE LIENS AGAINST THE PROPERTY TO THE FULL EXTENT OF ALL COSTS INCURRED. THE TOWN'S ACCEPTANCE OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS, NOR RELIEVE THE OWNERS OF ANY LOTS, TRACTS, OR OUTLOTS OF THEIR OBLIGATION AND PRIMARY RESPONSIBILITY TO CONSTRUCT OR MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR EACH LOT.
- ALL OR PORTIONS OF THE PROPERTY DESCRIBED HEREON MAY BE SUBJECT TO THE DEVELOPMENT AGREEMENT RECORDED CONTEMPORANEOUSLY HEREWITH IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO.
- TRACTS A THROUGH D AND F THROUGH I PLATTED AND SHOWN HEREON SHALL BE CONVEYED BY SEPARATE INSTRUMENT, AND WILL BE OWNED AND MAINTAINED IN PERPETUITY BY THE HAMILTON HEIGHTS METROPOLITAN DISTRICT.
- TRACTS A THROUGH D AND F THROUGH I ARE NOT INTENDED FOR BUILDING OR FUTURE DEVELOPMENT AND NO PORTION OF ANY SUCH TRACTS SHALL BE DIVIDED OR CONVEYED AS DEVELOPABLE LOTS.
- OWNER SHALL DISCLOSE TO PROSPECTIVE PURCHASERS OF LOTS WITHIN A RADIUS OF 100' OF THE PLUGGED AND ABANDONED WELL OF THE LOCATION OF THE PLUGGED AND ABANDONED WELL.
- OWNER IS REQUIRED TO DISCLOSE TO PROSPECTIVE PURCHASERS OF LOTS THAT THE HAMILTON HEIGHTS SITE IS ABOVE THE ABANDONED GRANT MINE AT A DEPTH OF APPROXIMATELY 137–167 FEET BELOW THE GROUND SURFACE AND TO REFER TO PRELIMINARY MINE SUBSIDENCE INVESTIGATION, HAMILTON PARCEL, 28.04 ACRES IN SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST, FIRESTONE, COLORADO 80504 (PERFORMED BY WESTERN ENVIRONMENT AND ECOLOGY INC., PROJECT NUMBER 936–001–03, MARCH 20, 2023), AND GEOTECHNICAL DUE DILIGENCE STUDY, HAMILTON PARCEL, FIRESTONE, COLORADO (A.G. WASSENAAER PROJECT NUMBER 224859, MARCH 10, 2023), EACH ON FILE WITH THE TOWN OF FIRESTONE PLANNING DEPARTMENT, FOR FURTHER DETAILS.
- GAS WELL SHOWN ON DETAIL SHEET 9; FLOWLINES TO BE REMOVED PRIOR TO SURFACE DEVELOPMENT.

PARK LAND & OPEN SPACE DEDICATION TABLE					
PARK LAND DEDICATION	CODE REQUIREMENT	REQUIRED AREA (ACRES)	PROVIDED AREA (ACRES)	TRACTS INCLUDED	REMAINING ACRES FOR CASH-IN-LIEU
POCKET PARK	0.5 ACRES / 1,000 RESIDENTS	0.205	0.416	B	0.000
NEIGHBORHOOD PARK	3 ACRES / 1,000 RESIDENTS	1.232	0.971	D	0.261
COMMUNITY PARK	5 ACRES / 1,000 RESIDENTS	2.054	0.000	—	2.054
OPEN SPACE DEDICATION	14 ACRES / 1,000 RESIDENTS	5.751	4.695	A, C, F, G, H, I	1.055
TOTAL PARKS AND OPEN SPACE		9.243	6.083		3.370
TOTAL NUMBER OF UNITS: 123 LOTS					
RESIDENTS PER UNIT: 3.34					

TRACT OWNERSHIP & MAINTENANCE					
TRACT	SQUARE FEET±	ACRES±	USE	OWNERSHIP	MAINTENANCE
TRACT A	143,108	3.285	LANDSCAPING & DRAINAGE	METRO DISTRICT	METRO DISTRICT
TRACT B	18,104	0.416	POCKET PARK	METRO DISTRICT	METRO DISTRICT
TRACT C	20,994	0.482	LANDSCAPING & OPEN SPACE	METRO DISTRICT	METRO DISTRICT
TRACT D	42,287	0.971	NEIGHBORHOOD PARK	METRO DISTRICT	METRO DISTRICT
TRACT E	4,500	0.103	FUTURE RESIDENTIAL LOT 2ND EMERGENCY ACCESS	OWNER	OWNER/ASSIGNS
TRACT F	4,713	0.108	LANDSCAPING	METRO DISTRICT	METRO DISTRICT
TRACT G	11,614	0.267	LANDSCAPING	METRO DISTRICT	METRO DISTRICT
TRACT H	6,055	0.139	LANDSCAPING	METRO DISTRICT	METRO DISTRICT
TRACT I	18,041	0.414	LANDSCAPING	METRO DISTRICT	METRO DISTRICT
TOTAL	269,416	6.185			

LAND USE SUMMARY CHART			
TYPE	AREA (SF)	AREA (AC)	% OF TOTAL AREA
RESIDENTIAL LOTS (122)	591,336	13.575	48.44
COMMERCIAL LOTS (1)	40,186	0.923	3.29
TRACTS (9)	269,416	6.185	22.07
ROW	319,766	7.341	26.20
TOTALS	1,220,704	28.024	100.00

OWNER: _____
VERN SCOTT HAMILTON AND JENNIE A. HORTON AND THOMAS J. HAMILTON AND ROBERT J. HAMILTON
SUPPLEMENTAL NEEDS TRUST
PO BOX 18 301 GRANT STREET FIRESTONE,
COLORADO 80520–0018
CONTACT: _____

DEVELOPER: _____
MU FIRESTONE, LLC
6900 E. BELLEVIEW AVE., STE. 300
GREENWOOD VILLAGE, COLORADO 80111–1647
CONTACT: _____

SURVEYOR: _____
AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1
LITTLETON, COLORADO 80122
303–713–1898
CONTACT: MICHAEL NOFFSINGER
MNOFFSINGER@AZTECCONSULTANTS.COM

ENGINEER: _____
REDLAND
1500 WEST CANAL COURT
LITTLETON, COLORADO 80120
720–283–6783
CONTACT: TRAVIS FRAZIER, P.E.
TFRAZIER@REDLAND.COM

SURVEYOR'S CERIFICATE

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

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

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

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

TOWN OF FIRESTONE APPROVAL (RESERVED FOR FINAL PLAT)

THIS IS TO CERTIFY THAT THE PLAT OF HAMILTON HEIGHTS WAS APPROVED ON THIS _____ DAY OF _____, 20____ BY RESOLUTION NO. _____, ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF FIRESTONE, HELD ON THE _____ DAY OF _____, 20____, AND MAY BE FILED WITH THE CLERK AND RECORDER OF WELD COUNTY. ALL PUBLIC DEDICATIONS SHOWN ON THIS FINAL PLAT ARE ACCEPTED BY THE TOWN, SUBJECT TO THE PROVISION THAT ACCEPTANCE DOES NOT OBLIGATE THE TOWN OF FIRESTONE TO FINANCE OR CONSTRUCT IMPROVEMENTS ON LAND OR WITHIN SUCH EASEMENTS, EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF TRUSTEES.

MAYOR _____ ATTEST: TOWN CLERK _____

ACCEPTANCE CERTIFICATE (RESERVED FOR FINAL PLAT)

THE DEDICATION OF TRACTS A–D, F–I ARE HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY _____ METROPOLITAN DISTRICT.

BY: _____ AS: _____

STATE OF COLORADO }
COUNTY OF WELD } SS

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

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

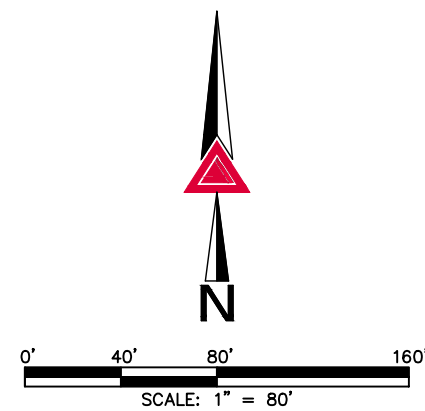
FIRESTONE INFORMATION BLOCK	
Name of Application	HAMILTON HEIGHTS
Type of Submittal	PRELIMINARY PLAT
Filing Number	N/A
Phase Number	N/A
Preparation Date	04-12-2024
Revision Date	05-06-2024
Revision Date	10-09-2024
Revision Date	

COVER PAGE ~ SHEET 1 of 11

LAST REVISED: 10/09/2024  AZTEC CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com AzTec Proj. No.: 54823-09	DEVELOPER MU FIRESTONE, LLC 6900 E. BELLEVIEW AVE., STE. 300 GREENWOOD VILLAGE, COLORADO 80111–1647 (____) ____-____	DATE OF PREPARATION:	04-12-2024
		SCALE:	N/A
		SHEET 1 OF 11	

FOR REVIEW

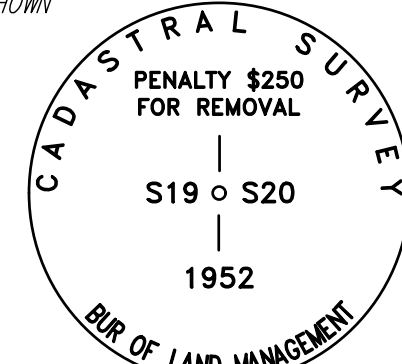
FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC



PRELIMINARY PLAT HAMILTON HEIGHTS

A PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
28.024 ACRES - 122 RESIDENTIAL LOTS - 1 COMMERCIAL LOT - 9 TRACTS - PP-24-014

E 1/4 CORNER SEC. 19, T.2N. R.67W., 6TH P.M.
FOUND 3-1/4" BRASS CAP ON
2-1/2" STEEL PIPE 1.2± BELOW GRADE,
STAMPED AS SHOWN



WELD COUNTY ROAD 15
(40' WIDE PUBLIC ROW)
REC. NO. 4910387

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE (NAD 83, 2011) REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST QUARTER IF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST, SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR NORTH 89°30'43" WEST, A DISTANCE OF 2,640.87'.

BENCHMARK

TOWN OF FREDRICK COLORADO BENCHMARK NUMBER 11 BEING A CHISELED CROSS IN THE NORTHWEST CORNER OF A STORM INLET BOX LOCATED 100 FEET NORTH OF THE SOUTHWEST CORNER OF THE SAFEWAY PARKING LOT LOCATED AT 8134 COLORADO BOULEVARD.

NGVD29 ELEV=4947.76'

LEGEND

- FOUND ALIQUOT CORNER AS SHOWN HEREON
- FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "J JONES LS 19606"
 - FOUND NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MELVIN SURV. LS 22576"
 - FOUND NO. 5 REBAR WITH 2" ALUMINUM CAP STAMPED "HOOS PLS 37971"
 - FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "BERLIER LS 10855"
 - FOUND NO. 4 REBAR WITH NO CAP
- (ROW) RIGHT-OF-WAY

LINE TABLE		
LINE	BEARING	LENGTH
L1	N60°42'02"E	23.59'
L2	S00°22'29"W	49.66'

FIRESTONE INFORMATION BLOCK

Name of Application	HAMILTON HEIGHTS
Type of Submittal	PRELIMINARY PLAT
Filing Number	N/A
Phase Number	N/A
Preparation Date	04-12-2024
Revision Date	05-06-2024
Revision Date	10-09-2024
Revision Date	

OVERALL PAGE ~ SHEET 2 of 11

DEVELOPER
MU FIRESTONE, LLC

6900 E. BELLEVUE AVE., STE. 300
GREENWOOD VILLAGE, COLORADO 80111-1647
(____) ____-____

DATE OF PREPARATION: 04-12-2024

SCALE: 1" = 80'

SHEET 2 OF 11

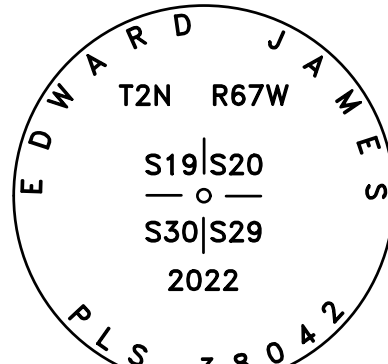
TRACT A
VISTAS AT SADDLEBACK
FILING NO. 1
REC. NO. 4910387

SE 1/4 SEC. 19,
T.2N., R.67W.,
SIXTH P.M.

TRACT B
VISTAS AT SADDLEBACK
FILING NO. 1
REC. NO. 4910387

TRACT C
VISTAS AT SADDLEBACK
FILING NO. 1
REC. NO. 4910387

POINT OF COMMENCEMENT
SE 1/4 CORNER SEC. 19, T.2N. R.67W., 6TH P.M.
FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP
0.5± BELOW GRADE, STAMPED AS SHOWN



POINT OF BEGINNING

WELD COUNTY ROAD 18
(40' WIDE PUBLIC ROW)
REC. NO. 4910387



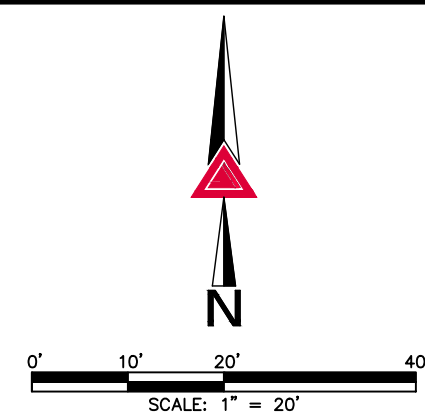
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 54823-09

Drawn By: BAM

FOR REVIEW

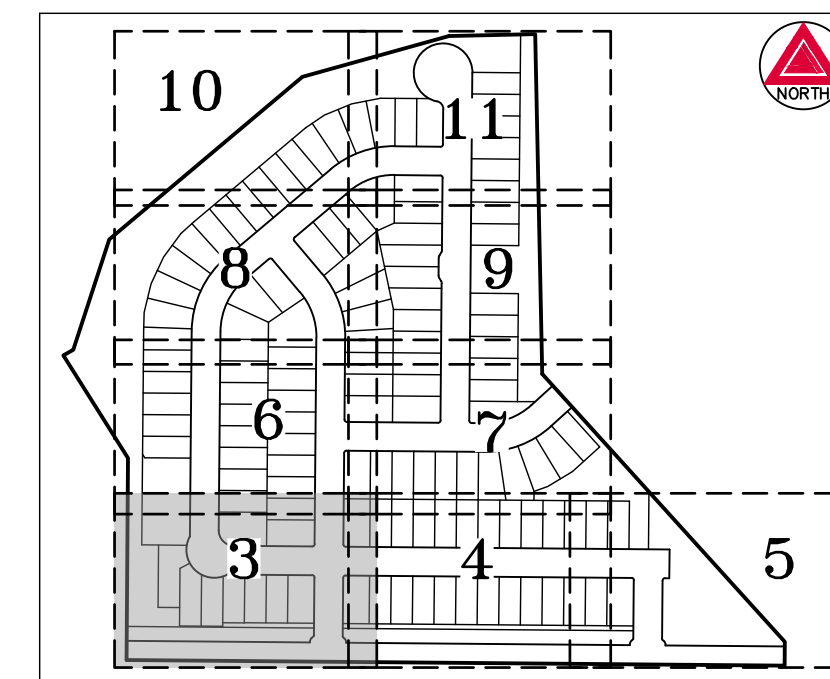
FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC



SEE SHEET 6

28.024 ACRES - 122 RESIDENTIAL LOTS - 1 COMMERCIAL LOT - 9 TRACTS - PP-24-014

SEE SHEET 6



KEY MAP
SCALE: 1" = 400'

LINE TABLE		
LINE	BEARING	LENGTH
L3	N62°06'51"E	22.81'
L4	N45°29'17"E	6.41'
L5	N00°29'17"E	0.74'
L6	N44°30'43"W	5.11'
L7	N00°29'17"E	0.74'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	45°00'00"	12.00'	9.42'
C2	90°00'00"	5.00'	7.85'
C3	28°07'22"	2.00'	0.98'
C4	90°00'00"	32.00'	50.27'
C5	90°00'00"	5.00'	7.85'
C6	90°00'00"	5.00'	7.85'
C7	90°00'00"	5.00'	7.85'
C8	42°54'52"	12.00'	8.99'
C26	28°05'47"	2.00'	0.98'

LEGEND

- FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "J JONES LS 19606"
 - FOUND NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MELVIN SURV. LS 22576"
 - FOUND NO. 5 REBAR WITH 2" ALUMINUM CAP STAMPED "HOOS PLS 37971"
 - FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "BERLIER LS 10855"
 - FOUND NO. 4 REBAR WITH NO CAP
- (ROW) RIGHT-OF-WAY
U.E. UTILITY EASEMENT
○ CONFIRMED LOCATIONS OF SHAFTS & WELLS BY WESTERN ENVIRONMENT & ECOLOGY, INC.
Ⓜ WELL LOCATION BASED ON COLORADO OIL & GAS CONSERVATION COMMISSION'S (COGCC) INTERACTIVE MAP WEBSITE

FIRESTONE INFORMATION BLOCK

Name of Application	HAMILTON HEIGHTS
Type of Submittal	PRELIMINARY PLAT
Filing Number	N/A
Phase Number	N/A
Preparation Date	04-12-2024
Revision Date	05-06-2024
Revision Date	10-09-2024
Revision Date	

DETAIL PAGE ~ SHEET 3 of 11

DEVELOPER
MU FIRESTONE, LLC

6900 E. BELLEVUE AVE., STE. 300
GREENWOOD VILLAGE, COLORADO 80111-1647
(____) ____-____

DATE OF PREPARATION: 04-12-2024

SCALE: 1" = 20'

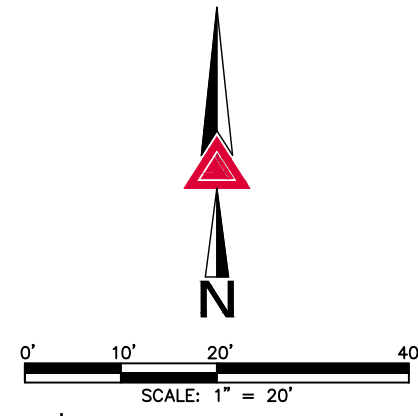
SHEET 3 OF 11



AzTec Proj. No.: 54823-09

Drawn By: BAM

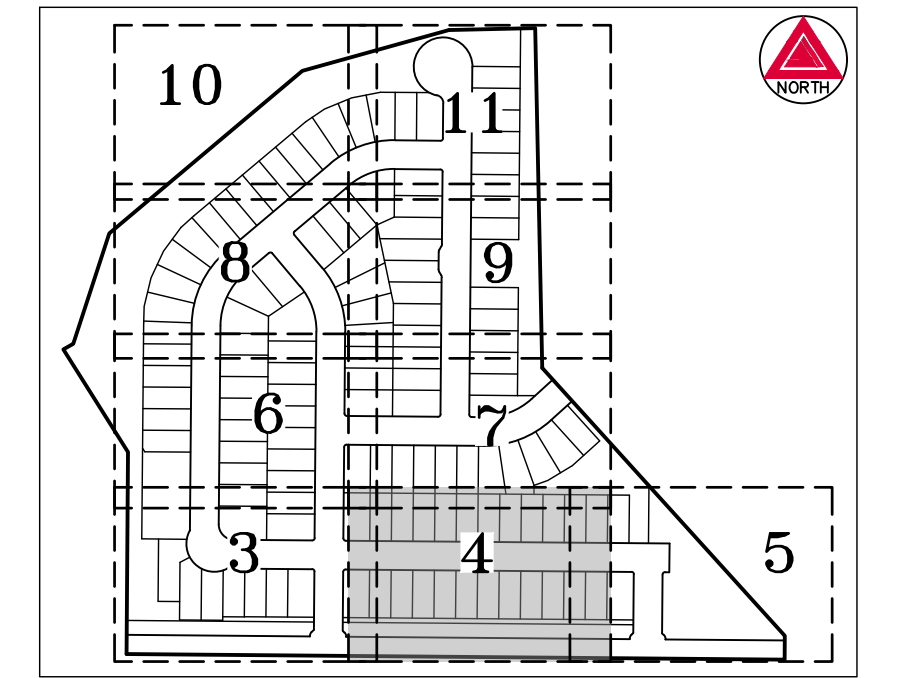
FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.



A PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

28.024 ACRES - 122 RESIDENTIAL LOTS - 1 COMMERCIAL LOT - 9 TRACTS - PP-24-014

SEE SHEET 7



KEY MAP
SCALE: 1" = 400'

LINE TABLE		
LINE	BEARING	LENGTH
L8	S00°29'17"W	18.72'

LEGEND

- 1 ● FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "J JONES LS 19606"
- 2 ● FOUND NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MELVIN SURV. LS 22576"
- 3 ● FOUND NO. 5 REBAR WITH 2" ALUMINUM CAP STAMPED "HOOS PLS 37971"
- 4 ● FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "BERLIER LS 10855"
- 5 ● FOUND NO. 4 REBAR WITH NO CAP

(ROW) RIGHT-OF-WAY

U.E. UTILITY EASEMENT

○ CONFIRMED LOCATIONS OF SHAFTS & WELLS
BY WESTERN ENVIRONMENT & ECOLOGY, INC.

WELL LOCATION BASED ON COLORADO OIL & GAS CONSERVATION COMMISSION'S (COGCC) INTERACTIVE MAP WEBSITE

FIRESTONE INFORMATION BLOCK

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Revision Date	10-09-2024
Revision Date	

DETAIL PAGE ~ SHEET 4 of 11

DEVELOPER MU FIRESTONE, LLC 6900 E. BELLEVIEW AVE., STE. 300 GREENWOOD VILLAGE, COLORADO 80111-1647 () - () - ()	DATE OF PREPARATION:	04-12-2024
	SCALE:	1" = 20'
	S H E E T 4 O F 11	



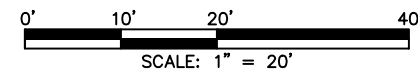
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
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Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 54823-09

Drawn By: BAM

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC



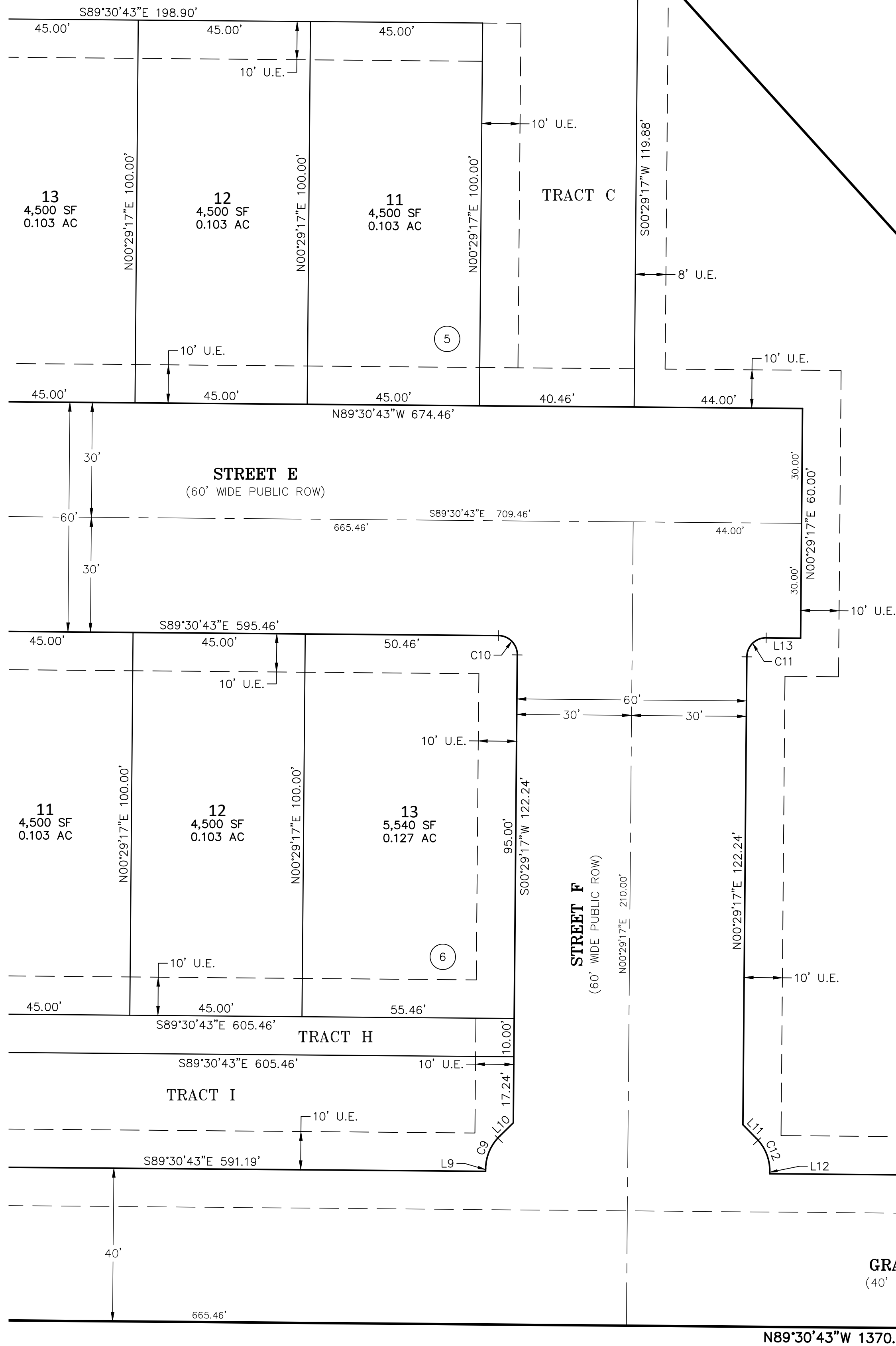
SEE SHEET 7

PRELIMINARY PLAT
HAMILTON HEIGHTS

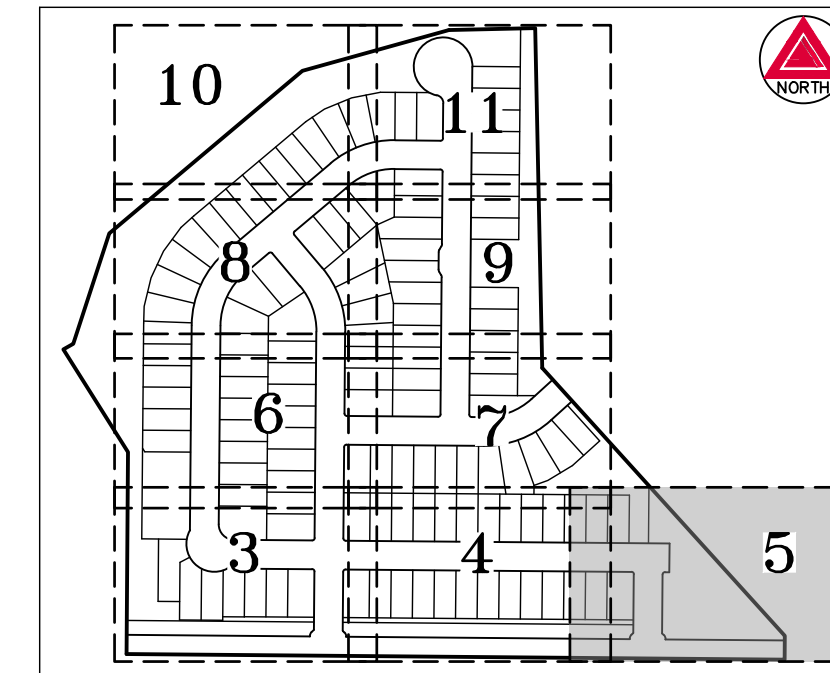
A PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

28.024 ACRES - 122 RESIDENTIAL LOTS - 1 COMMERCIAL LOT - 9 TRACTS - PP-24-014

SEE SHEET 4



SEE SHEET 4



KEY MAP
SCALE: 1" = 400'

LINE TABLE		
LINE	BEARING	LENGTH
L9	N00°29'17"E	0.74'
L10	N45°29'17"E	4.98'
L11	N44°30'43"W	4.98'
L12	N00°29'17"E	0.74'
L13	S89°30'43"E	9.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C9	45°16'31"	12.00'	9.48'
C10	90°00'00"	5.00'	7.85'
C11	90°00'00"	5.00'	7.85'
C12	45°16'31"	12.00'	9.48'

LEGEND

- FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "J JONES LS 19606"
 - FOUND NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MELVIN SURV. LS 22576"
 - FOUND NO. 5 REBAR WITH 2" ALUMINUM CAP STAMPED "HOOS PLS 37971"
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 - FOUND NO. 4 REBAR WITH NO CAP
- (ROW) RIGHT-OF-WAY
U.E. UTILITY EASEMENT
○ CONFIRMED LOCATIONS OF SHAFTS & WELLS BY WESTERN ENVIRONMENT & ECOLOGY, INC.
Ⓜ WELL LOCATION BASED ON COLORADO OIL & GAS CONSERVATION COMMISSION'S (COGCC) INTERACTIVE MAP WEBSITE

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Revision Date	

DETAIL PAGE ~ SHEET 5 of 11



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AzTec Proj. No.: 54823-09

Drawn By: BAM

DEVELOPER
MU FIRESTONE, LLC

6900 E. BELLEVUE AVE., STE. 300
GREENWOOD VILLAGE, COLORADO 80111-1647
(____) ____-____

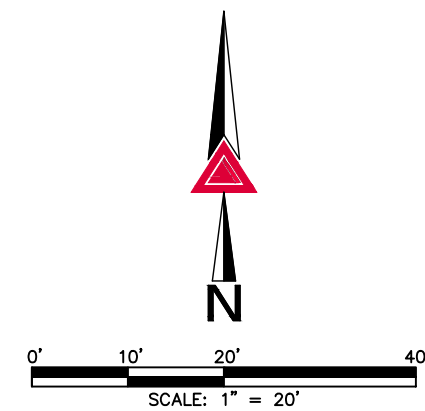
DATE OF PREPARATION: 04-12-2024

SCALE: 1" = 20'

SHEET 5 OF 11

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

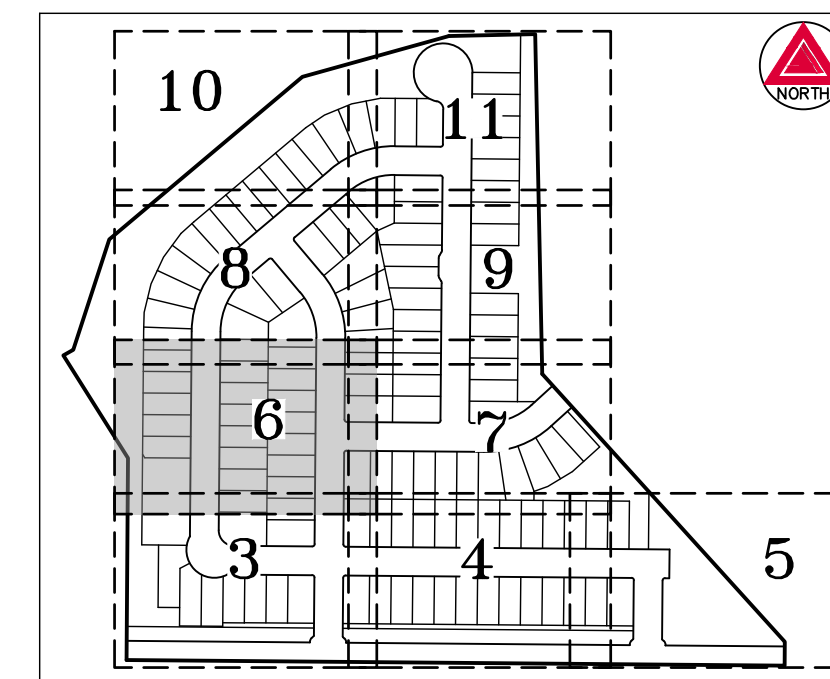


SEE SHEET 8

A PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

28.024 ACRES - 122 RESIDENTIAL LOTS - 1 COMMERCIAL LOT - 9 TRACTS - PP-24-014

SEE SHEET 8



KEY MAP
SCALE: 1" = 400'

LINE TABLE		
LINE	BEARING	LENGTH
L26	N32°09'49"W	8.74'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C13	90°00'00"	5.00'	7.85'
C14	90°00'00"	5.00'	7.85'

LEGEND

- FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "J JONES LS 19606"
- FOUND NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MELVIN SURV. LS 22576"
- FOUND NO. 5 REBAR WITH 2" ALUMINUM CAP STAMPED "HOOS PLS 37971"
- FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "BERLIER LS 10855"
- FOUND NO. 4 REBAR WITH NO CAP

- (ROW) RIGHT-OF-WAY
U.E. UTILITY EASEMENT
○ CONFIRMED LOCATIONS OF SHAFTS & WELLS BY WESTERN ENVIRONMENT & ECOLOGY, INC.
⊙ WELL LOCATION BASED ON COLORADO OIL & GAS CONSERVATION COMMISSION'S (COGCC) INTERACTIVE MAP WEBSITE

FIRESTONE INFORMATION BLOCK

Name of Application	HAMILTON HEIGHTS
Type of Submittal	PRELIMINARY PLAT
Filing Number	N/A
Phase Number	N/A
Preparation Date	04-12-2024
Revision Date	05-06-2024
Revision Date	10-09-2024
Revision Date	

DETAIL PAGE ~ SHEET 6 of 11



AzTec Proj. No.: 54823-09

Drawn By: BAM

DEVELOPER
MU FIRESTONE, LLC

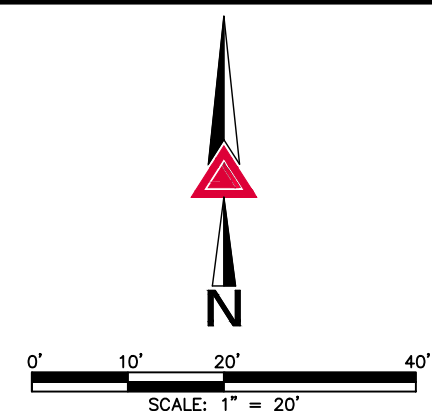
6900 E. BELLEVUE AVE., STE. 300
GREENWOOD VILLAGE, COLORADO 80111-1647
(____) ____-____

DATE OF PREPARATION: 04-12-2024

SCALE: 1" = 20'

SHEET 6 OF 11

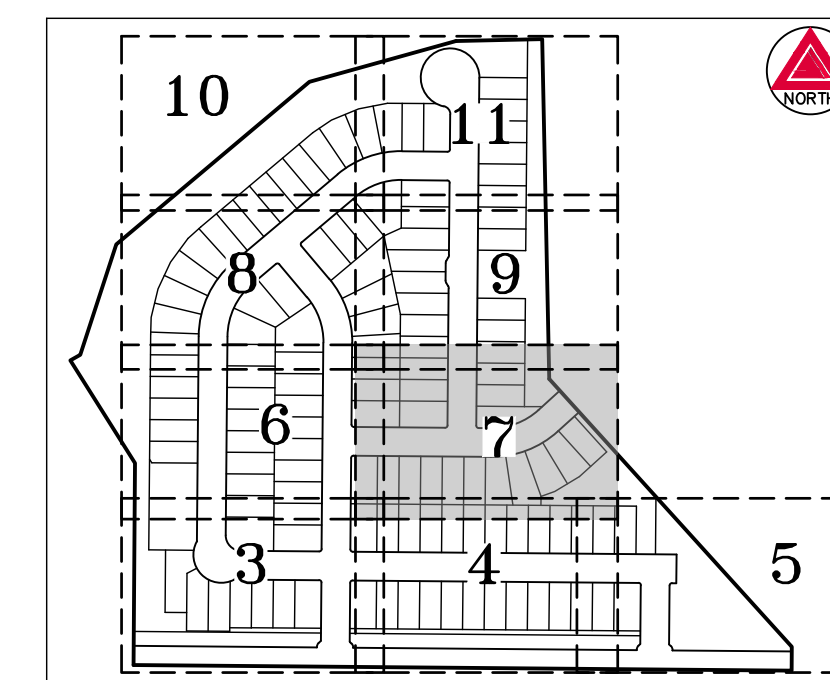
FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.



A PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

28.024 ACRES - 122 RESIDENTIAL LOTS - 1 COMMERCIAL LOT - 9 TRACTS - PP-24-014

SEE SHEET 9



KEY MAP
SCALE: 1" = 400'

LINE TABLE		
LINE	BEARING	LENGTH
L8	S00°29'17"W	18.72
L14	S70°18'26"W	30.65
L15	S89°30'43"E	25.88
L22	S42°07'57"E	12.38
L23	S42°07'57"E	16.55

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGT
C15	90°00'00"	5.00'	7.85'
C16	90°00'00"	5.00'	7.85'

LEGEND

- 1 FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "J JONES LS 19606"
- 2 FOUND NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MELVIN SURV. LS 22576"
- 3 FOUND NO. 5 REBAR WITH 2" ALUMINUM CAP STAMPED "HOOS PLS 37971"
- 4 FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "BERLIER LS 10855"
- 5 FOUND NO. 4 REBAR WITH NO CAP

(ROW)	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT

○ CONFIRMED LOCATIONS OF SHAFTS & WELLS
BY WESTERN ENVIRONMENT & ECOLOGY INC

WELL LOCATION BASED ON COLORADO OIL & GAS CONSERVATION COMMISSION'S (COGCC)

FIRESTONE INFORMATION BLOCK

Name of Application	HAMILTON HEIGHTS
Type of Submittal	PRELIMINARY PLAT
Filing Number	N/A
Phase Number	N/A
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Revision Date	05-06-2024
Revision Date	10-09-2024
Revision Date	

DETAIL PAGE ~ SHEET 7 of 11

DATE OF PREPARATION:	04-12-2024
SCALE:	1' = 20'
SHEET 7 OF 11	

SEE SHEET 6

SEE SHEET 6

SEE SHEET 5

SEE SHEET 4

SEE SHEET 4



300 East Mineral Ave., Suite
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AzTec Proj. No.: 54823-09

Drawn By: BAM

DEVELOPER
MU FIRESTONE, LLC

6900 E. BELLEVIEW AVE., STE. 300
GREENWOOD VILLAGE, COLORADO 80111-1647
() - - - -

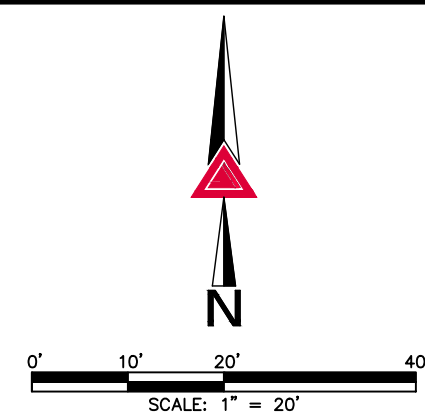
DATE OF PREPARATION	04-12-2024
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SCALE: 1" = 20'

SHEET 7 OF 11

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

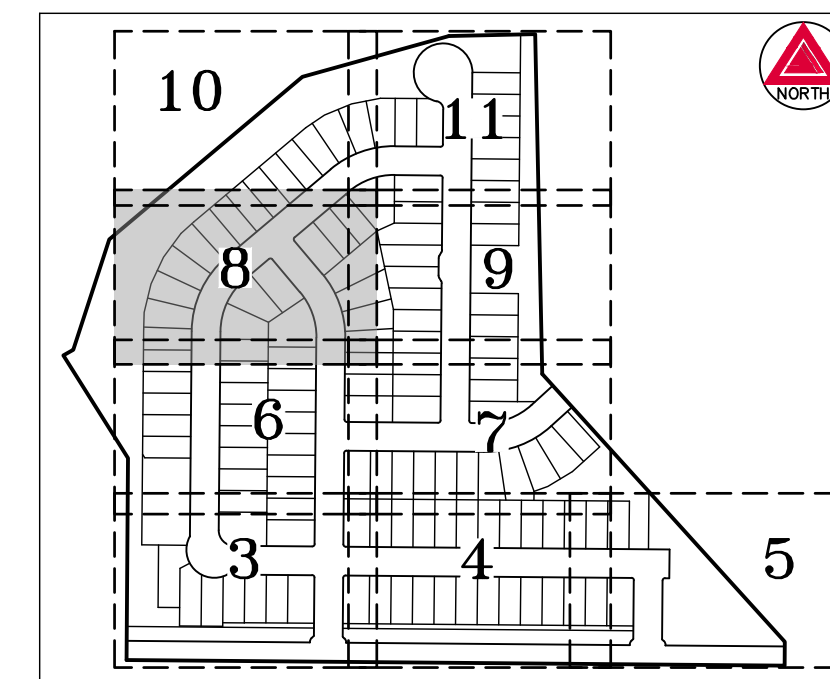


SEE SHEET 10

PRELIMINARY PLAT HAMILTON HEIGHTS

A PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
28.024 ACRES - 122 RESIDENTIAL LOTS - 1 COMMERCIAL LOT - 9 TRACTS - PP-24-014

SEE SHEET 10



KEY MAP
SCALE: 1" = 400'

LINE TABLE		
LINE	BEARING	LENGTH
L16	S02°00'48"W	34.71'
L17	S47°55'36"W	35.91'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C17	90°00'00"	5.00'	7.85'
C18	90°00'00"	5.00'	7.85'

SEE SHEET 9

LEGEND

- FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "J JONES LS 19606"
- FOUND NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MELVIN SURV. LS 22576"
- FOUND NO. 5 REBAR WITH 2" ALUMINUM CAP STAMPED "HOOS PLS 37971"
- FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "BERLIER LS 10855"
- FOUND NO. 4 REBAR WITH NO CAP

- (ROW) RIGHT-OF-WAY
U.E. UTILITY EASEMENT
○ CONFIRMED LOCATIONS OF SHAFTS & WELLS BY WESTERN ENVIRONMENT & ECOLOGY, INC.
Ⓜ WELL LOCATION BASED ON COLORADO OIL & GAS CONSERVATION COMMISSION'S (COGCC) INTERACTIVE MAP WEBSITE

FIRESTONE INFORMATION BLOCK

Name of Application	HAMILTON HEIGHTS
Type of Submittal	PRELIMINARY PLAT
Filing Number	N/A
Phase Number	N/A
Preparation Date	04-12-2024
Revision Date	05-06-2024
Revision Date	10-09-2024
Revision Date	

DETAIL PAGE ~ SHEET 8 of 11



AzTec Proj. No.: 54823-09

Drawn By: BAM

DEVELOPER
MU FIRESTONE, LLC
6900 E. BELLEVUE AVE., STE. 300
GREENWOOD VILLAGE, COLORADO 80111-1647
(____) ____-____

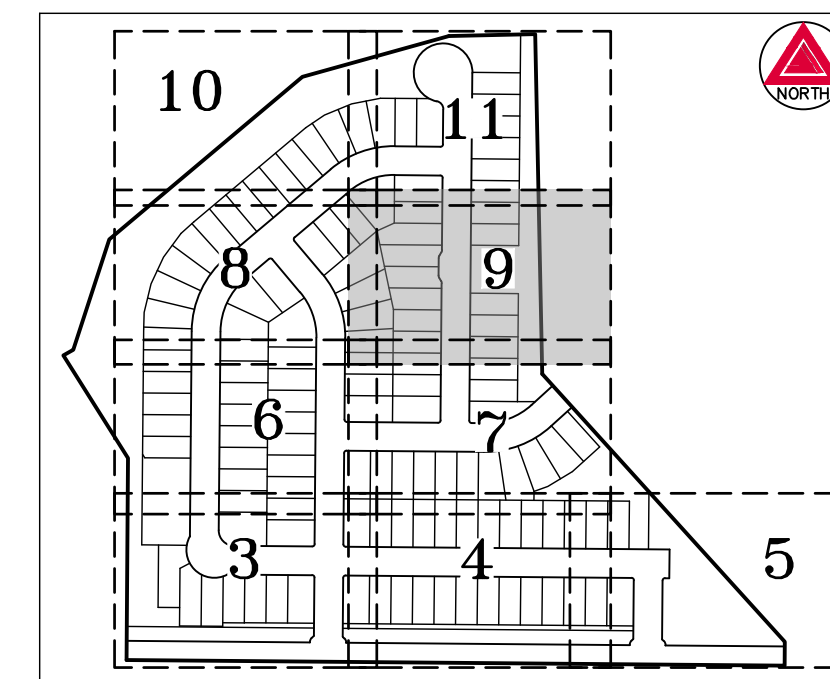
DATE OF PREPARATION: 04-12-2024
SCALE: 1" = 20'
SHEET 8 OF 11

PRELIMINARY PLAT
HAMILTON HEIGHTS

A PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

SEE SHEET 11 28.024 ACRES - 122 RESIDENTIAL LOTS - 1 COMMERCIAL LOT - 9 TRACTS - PP-24-014

SEE SHEET 11



KEY MAP
SCALE: 1" = 400'

LINE TABLE		
LINE	BEARING	LENGTH
L18	N29°30'43"W	8.06'
L19	N00°29'17"E	35.95'
L20	N30°29'17"E	8.06'
L24	N05°16'20"W	28.41'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C19	30°00'00"	10.00'	5.24'
C20	30°00'00"	10.00'	5.24'
C21	30°00'00"	10.00'	5.24'
C22	30°00'00"	10.00'	5.24'

TRACT A
VISTAS AT SADDLEBACK
FILING NO. 1
REC. NO. 4910387

LEGEND

- FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "J JONES LS 19606"
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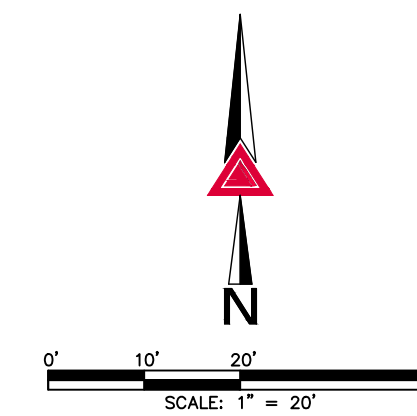
(ROW) RIGHT-OF-WAY
U.E. UTILITY EASEMENT

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- Ⓜ WELL LOCATION BASED ON COLORADO OIL & GAS CONSERVATION COMMISSION'S (COGCC) INTERACTIVE MAP WEBSITE

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DETAIL PAGE ~ SHEET 9 of 11



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC



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

AzTec Proj. No.: 54823-09

Drawn By: BAM

DEVELOPER
MU FIRESTONE, LLC

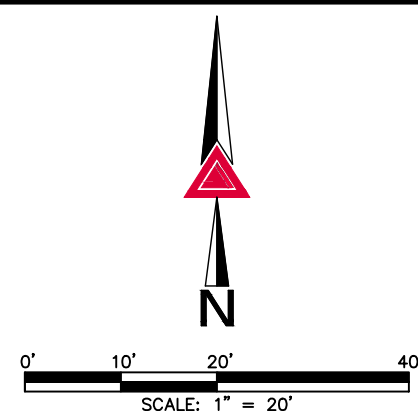
6900 E. BELLEVUE AVE., STE. 300
GREENWOOD VILLAGE, COLORADO 80111-1647
(____) ____-____

DATE OF PREPARATION: 04-12-2024

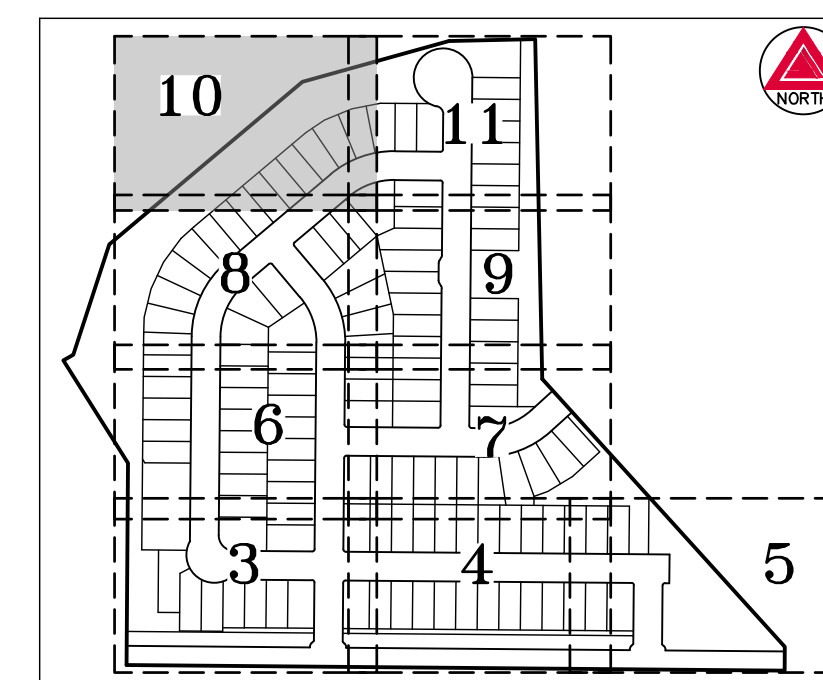
SCALE: 1" = 20'

SHEET 9 OF 11

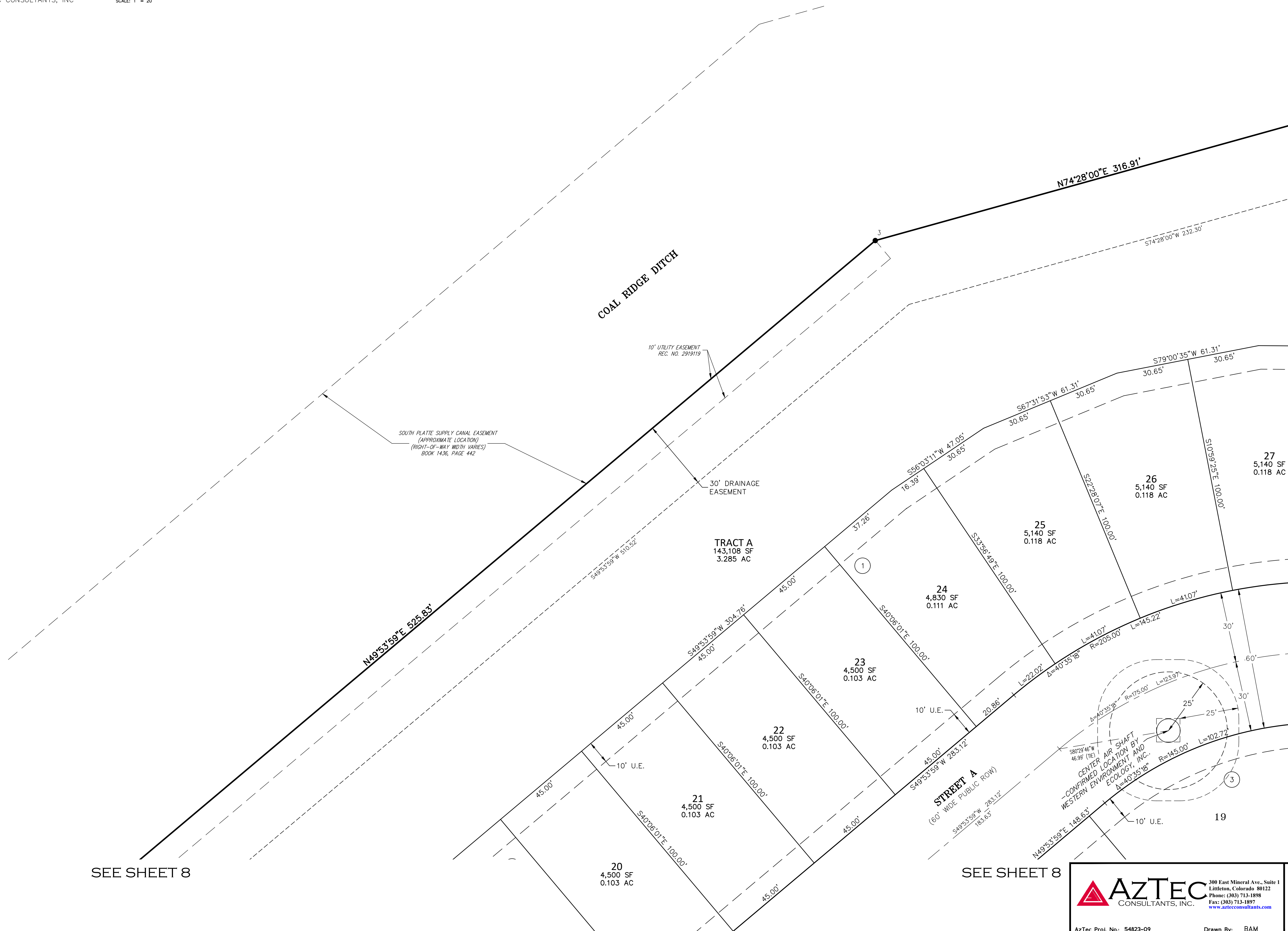
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28.024 ACRES - 122 RESIDENTIAL LOTS - 1 COMMERCIAL LOT - 9 TRACTS - PP-24-014



KEY MAP
SCALE: 1" = 400'



SEE SHEET 11

SEE SHEET 11

LEGEND

- 1 FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "J JONES LS 19606"
- 2 FOUND NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MELVIN SURV. LS 22576"
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U.E. UTILITY EASEMENT

○ CONFIRMED LOCATIONS OF SHAFTS & WELLS
BY WESTERN ENVIRONMENT & ECOLOGY, INC.

W WELL LOCATION BASED ON COLORADO OIL &
GAS CONSERVATION COMMISSION'S (COGCC)
INTERACTIVE MAP WEBSITE

FIRESTONE INFORMATION BLOCK

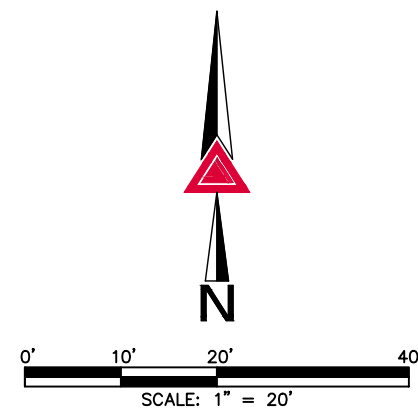
Name of Application	HAMILTON HEIGHTS
Type of Submittal	PRELIMINARY PLAT
Filing Number	N/A
Phase Number	N/A
Preparation Date	04-12-2024
Revision Date	05-06-2024
Revision Date	10-09-2024
Revision Date	

DETAIL PAGE ~ SHEET 10 of 11

 AZTEC CONSULTANTS, INC.	300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER MU FIRESTONE, LLC		DATE OF PREPARATION: 04-12-2024
		6900 E. BELLEVIEW AVE., STE. 300 GREENWOOD VILLAGE, COLORADO 80111-1647 () - () - ()	SCALE: 1" = 20'	
	AzTec Proj. No.: 54823-09 Drawn By: RAM	S H E E T 1 0 O F 11		

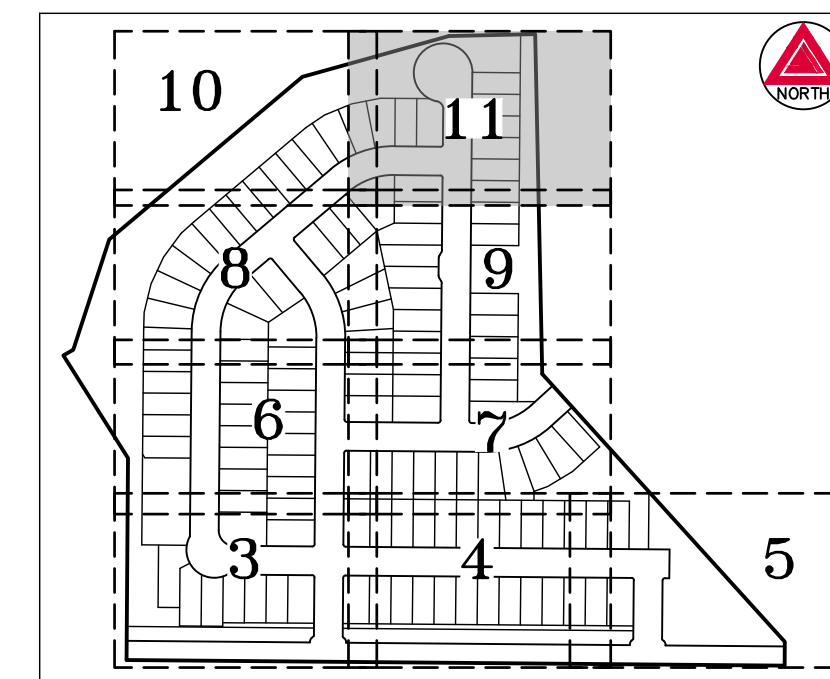
FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC



PRELIMINARY PLAT HAMILTON HEIGHTS

A PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
28.024 ACRES - 122 RESIDENTIAL LOTS - 1 COMMERCIAL LOT - 9 TRACTS - PP-24-014



KEY MAP
SCALE: 1" = 400'

LINE TABLE		
LINE	BEARING	LENGTH
L21	N89°30'43"W	31.00'
L25	N00°29'17"E	10.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C23	90°00'00"	5.00'	7.85'
C24	90°00'00"	5.00'	7.85'
C25	78°09'47"	17.00'	23.19'

TRACT A
VISTAS AT SADDLEBACK
FILING NO. 1
REC. NO. 4910387

LEGEND

- FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "J JONES LS 19606"
 - FOUND NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MELVIN SURV. LS 22576"
 - FOUND NO. 5 REBAR WITH 2" ALUMINUM CAP STAMPED "HOOS PLS 37971"
 - FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "BERLIER LS 10855"
 - FOUND NO. 4 REBAR WITH NO CAP
- (ROW) RIGHT-OF-WAY
U.E. UTILITY EASEMENT
- CONFIRMED LOCATIONS OF SHAFTS & WELLS BY WESTERN ENVIRONMENT & ECOLOGY, INC.
Ⓜ WELL LOCATION BASED ON COLORADO OIL & GAS CONSERVATION COMMISSION'S (COGCC) INTERACTIVE MAP WEBSITE

FIRESTONE INFORMATION BLOCK

Name of Application	HAMILTON HEIGHTS
Type of Submittal	PRELIMINARY PLAT
Filing Number	N/A
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DETAIL PAGE ~ SHEET 11 of 11



AzTec Proj. No.: 54823-09

Drawn By: BAM

DEVELOPER
MU FIRESTONE, LLC

6900 E. BELLEVUE AVE., STE. 300
GREENWOOD VILLAGE, COLORADO 80111-1647
(____) ____-____

DATE OF PREPARATION: 04-12-2024

SCALE: 1" = 20'

SHEET 11 OF 11

SEE SHEET 10

SEE SHEET 10

SEE SHEET 9

SEE SHEET 9

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GEOTECH

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UNITED POWER
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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

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

ST. VRAIN SANITATION DISTRICT
11307 BUSINESS PARK CIRCLE
LONGMONT, CO 80504
(303) 776-9570
ATTN: ZACH LINGO

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

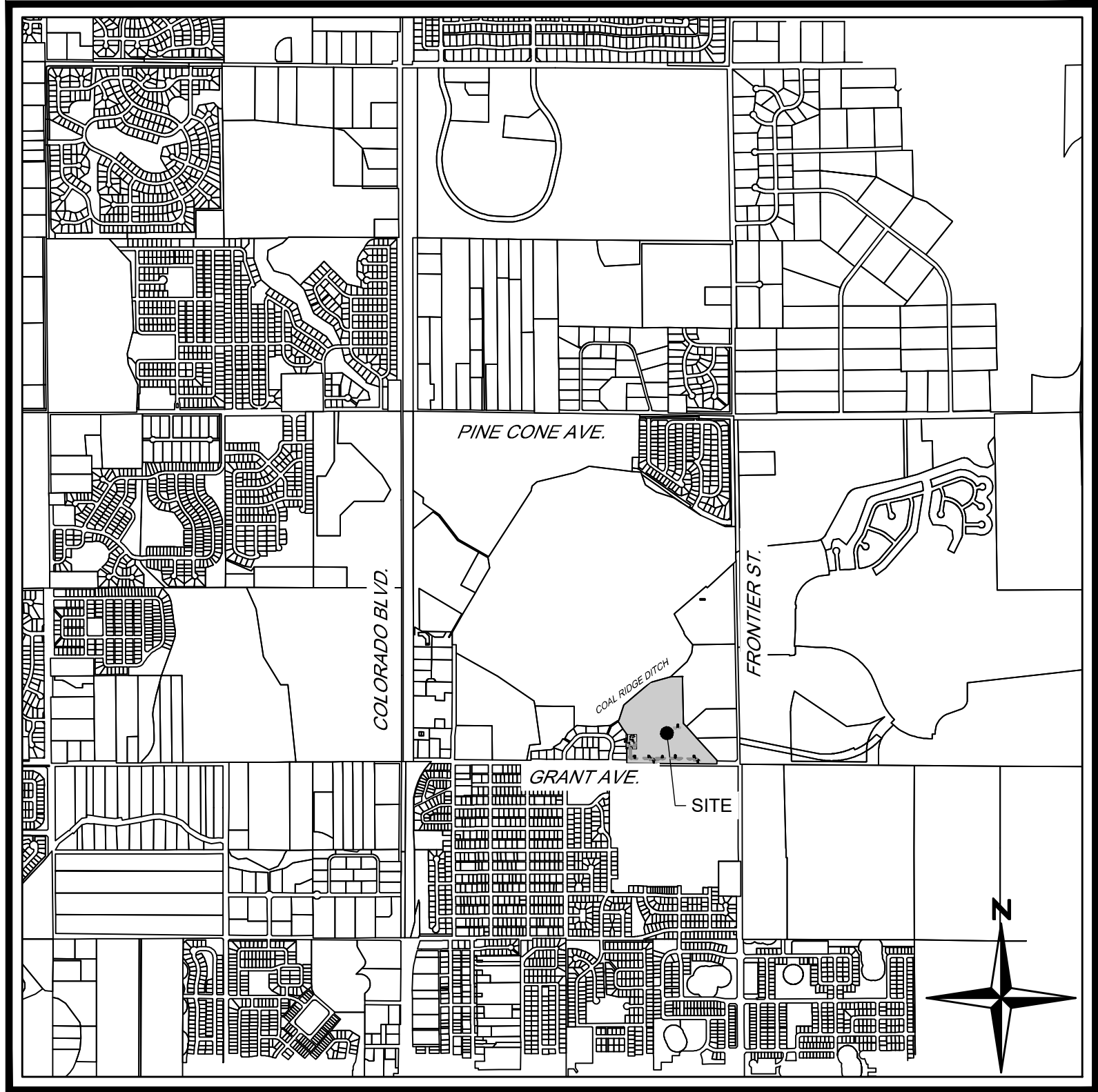
FREDERICK-FIRESTONE
FIRE PROTECTION DISTRICT
8426 KOSMERL PLACE
FREDERICK, CO 80504
(303)833-2742

HAMILTON PARCEL

PRELIMINARY LANDSCAPE CONSTRUCTION PLANS

A PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH,
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE,
COUNTY OF WELD, STATE OF COLORADO

28.024 ACRES - 122 RESIDENTIAL LOTS / 1 COMMERCIAL LOT / 8 TRACTS



VICINITY MAP
SCALE: 1" = 2000'

Sheet List Table

Sheet Number	Sheet Title
L0.0	COVER SHEET
L0.1	LANDSCAPE NOTES
L0.2	PLANT LIST AND NOTES
L0.3	GENERAL NOTES
L1.0	OVERALL LANDSCAPE PLAN
L1.1	LANDSCAPE PLAN
L1.2	LANDSCAPE PLAN
L1.3	LANDSCAPE PLAN
L1.4	LANDSCAPE PLAN
L1.5	LANDSCAPE PLAN
L2.1	LANDSCAPE PLAN ENLARGEMENT
L3.1	HARDSCAPE DETAILS
L3.2	SITE FURNISHING DETAILS
L3.3	PLANTING DETAILS

BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE (NAD 83, 2011) REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST QUARTER IF SECTION 19, TOWNSHIP 2 NORTH, RANGE 67 WEST, SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR NORTH 89°30'43" WEST, A DISTANCE OF 2,640.87.

BENCHMARK DESCRIPTION

TOWN OF FREDRICK COLORADO BENCHMARK NUMBER 11 BEING A CHISELED CROSS IN THE NORTHWEST CORNER OF A STORM INLET BOX LOCATED 100 FEET NORTH OF THE SOUTHWEST CORNER OF THE SAFEWAY PARKING LOT LOCATED AT 8134 COLORADO BOULEVARD.

NGVD29 ELEV = 4947.76'

FIRESTONE INFORMATION BLOCK

HAMILTON PARCEL	
NAME OF APPLICATION:	HAMILTON PARCEL, PRELIMINARY PLAT
TYPE OF SUBMITTAL:	CONSTRUCTION DOCUMENTS
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	MAY 8, 2024
REVISION DATE:	AUGUST 9, 2024
REVISION DATE:	OCTOBER 8, 2024
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	



NOT FOR
CONSTRUCTION

PROJECT NO.	DATE	NO.	NOTES
22030.001			
1	05/08/2024	1	1ST SUBMITTAL TO TOWN
2	08/09/2024	2	2ND SUBMITTAL TO TOWN
3	10/08/2024	3	3RD SUBMITTAL TO TOWN
4	11/08/2024	4	4TH SUBMITTAL TO TOWN

HAMILTON PARCEL
PRELIMINARY LANDSCAPE CONSTRUCTION PLANS
COVER SHEET

SHEET

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LANDSCAPE NOTES

1. THE CONTRACTOR WILL BE FAMILIAR WITH THE LAYOUT, LANDSCAPE AND GRADING DOCUMENTS IN ORDER TO COORDINATE ACTUAL LOCATION OF ALL PLANT MATERIAL.

2. THE CONTRACTOR TO REFERENCE CIVIL ENGINEERING DRAWINGS FOR ALL WORK RELATED TO UTILITIES, GRADING, DRAINAGE, PAVING, SLEEVES, AND EROSION CONTROL.

3. THE CONTRACTOR WILL PROVIDE ALL LABOR, MATERIAL, EQUIPMENT, TOOLS, UTILITIES, INSURANCE, TRANSPORTATION, AND PAY FOR ALL REQUIRED TAXES, PERMITS, AND SERVICES REQUIRED TO COMPLETE THE ENTIRE SCOPE OF WORK, WHETHER TEMPORARY OR PERMANENT. ALL MATERIALS EXCEPT TEMPORARY FORMS ARE TO BE NEW, UNUSED AND OF THE SPECIFIED QUALITY THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY COORDINATION WITH THE CLIENT, THEIR REPRESENTATIVE, AND THEIR SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH THE ENTIRE SCOPE OF WORK AS SHOWN IN THE PLANS.

4. PRE-CONSTRUCTION CONFERENCE: SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE OWNER OR THEIR REPRESENTATIVE AT LEAST SEVEN (7) DAYS BEFORE BEGINNING WORK TO REVIEW ANY QUESTIONS THE CONTRACTOR MAY HAVE REGARDING THE WORK, ADMINISTRATIVE PROCEDURES DURING CONSTRUCTION AND PROJECT WORK SCHEDULE.

5. ALL EARTHWORK AND PLANTING WILL BE COORDINATED WITH THE CLIENT OR THEIR REPRESENTATIVE PRIOR TO ANY WORK BEING PERFORMED.

6. ALL SCALED DIMENSIONS ON THE DRAWINGS ARE APPROXIMATE. BEFORE PROCEEDING WITH ANY WORK, THE CONTRACTOR WILL CAREFULLY CHECK AND VERIFY ALL DIMENSIONS AND QUANTITIES, AND WILL IMMEDIATELY INFORM THE OWNER OR THEIR REPRESENTATIVE OF ANY DISCREPANCIES BETWEEN THE INFORMATION ON THE DRAWINGS AND THE ACTUAL CONDITIONS, REFRAINING FROM DOING ANY WORK IN SAID AREAS UNTIL GIVEN APPROVAL TO DO SO BY THE OWNER OR THEIR REPRESENTATIVE.

7. THE OWNER OR THEIR REPRESENTATIVE MAY ORDER CHANGES IN THE WORK, AND THE CONTRACT SUM SHOULD BE ADJUSTED ACCORDINGLY. ALL SUCH ORDERS AND ADJUSTMENTS PLUS CLAIMS BY THE CONTRACTOR FOR EXTRA COMPENSATION MUST BE MADE AND APPROVED IN WRITING BEFORE EXECUTING THE WORK INVOLVED.

8. QUALITY ASSURANCE:

A. SUBSTANTIAL COMPLETION ACCEPTANCE - ACCEPTANCE OF THE WORK PRIOR TO THE START OF THE WARRANTY PERIOD:

• ONCE THE CONTRACTOR COMPLETES THE INSTALLATION OF ALL ITEMS IN THIS SECTION, THE OWNER OR THEIR REPRESENTATIVE WILL OBSERVE ALL WORK FOR SUBSTANTIAL COMPLETION ACCEPTANCE UPON WRITTEN REQUEST OF THE CONTRACTOR. THE REQUEST WILL BE RECEIVED AT LEAST TEN CALENDAR DAYS BEFORE THE ANTICIPATED DATE OF THE OBSERVATION.

• SUBSTANTIAL COMPLETION ACCEPTANCE BY THE OWNER OR THEIR REPRESENTATIVE WILL BE FOR GENERAL CONFORMANCE TO SPECIFIED SIZE, CHARACTER AND QUALITY AND NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR FULL CONFORMANCE TO THE CONTRACT DOCUMENTS, INCLUDING CORRECT SPECIES.

• ANY PLANTS THAT ARE DEEMED DEFECTIVE AS DEFINED UNDER THE PROVISIONS BELOW WILL NOT BE ACCEPTED.

B. THE OWNER OR THEIR REPRESENTATIVE WILL PROVIDE THE CONTRACTOR WITH WRITTEN ACKNOWLEDGMENT OF THE DATE OF SUBSTANTIAL COMPLETION ACCEPTANCE AND THE BEGINNING OF THE WARRANTY PERIOD AND PLANT MAINTENANCE PERIOD (IF PLANT MAINTENANCE IS INCLUDED).

C. SITE MUST BE COMPLETELY CLEAN AND FREE OF ALL CONSTRUCTION DEBRIS BEFORE SUBSTANTIAL COMPLETION ACCEPTANCE.

D. CONTRACTOR'S QUALITY ASSURANCE RESPONSIBILITIES: THE CONTRACTOR IS SOLELY RESPONSIBLE FOR QUALITY CONTROL OF THE WORK.

9. THE CONTRACTOR, AT THEIR OWN COST, WILL RE-EXECUTE ANY WORK THAT FAILS TO CONFORM TO THE REQUIREMENTS OF THE CONTRACT AND WILL REMEDY DEFECTS DUE TO FAULTY MATERIALS OR WORKMANSHIP UPON WRITTEN NOTICE FROM THE OWNER OR THEIR REPRESENTATIVE, AT THE SOONEST AS POSSIBLE TIME THAT CAN BE COORDINATED WITH OTHER WORK AND SEASONAL WEATHER DEMANDS.

10. INSPECTIONS: THE FOLLOWING INSPECTIONS ARE REQUIRED TO BE COMPLETED BY THE CLIENT OR THEIR REPRESENTATIVE BEFORE WORK WILL PROCEED. THE CONTRACTOR WILL BE RESPONSIBLE FOR SCHEDULING AND FACILITATING THESE INSPECTIONS. ADDITIONALLY, THE CONTRACTOR WILL VERIFY THAT NO ADDITIONAL INSPECTIONS ARE REQUIRED BEYOND WHAT IS LISTED BELOW.

A. WEED ERADICATION: THE SOIL WILL BE INSPECTED FOR WEEDS, ESPECIALLY NOXIOUS WEEDS PRIOR TO SOIL AMENDMENT AND TILLING.

B. COMPOST AMENDMENT: AFTER WEED CONTROL, YET PRIOR TO INCORPORATION BY TILLING, THE LAYER OF REQUIRED COMPOST AMENDMENT WILL BE INSPECTED FOR ADEQUATE QUANTITY AND QUALITY.

C. POST TILLING: AFTER TILLING AND FINE GRADING, AND PRIOR TO PLANTING, THE PREPARED SOIL WILL BE INSPECTED FOR THE REQUIRED 8" TILLING DEPTH, AND FOR OVERALL QUALITY AND ABSENCE OF CONSTRUCTION DEBRIS.

D. POST PLANTING: ALL PLANTINGS WILL BE INSPECTED FOR PROPER PLANTING PER THE PLANTING DETAILS PRIOR TO MULCHING.

E. FINAL COMPLETION: THE PROJECT WILL BE INSPECTED FOR OVERALL COMPLETION AND COMPLIANCE WITH THE APPROVED CONSTRUCTION DRAWINGS OR LANDSCAPE PLAN.

11. NOXIOUS WEED CONTROL: IF THE AREA TO BE DEVELOPED IS INFESTED WITH BINDWEED, THISTLE OR OTHER NOXIOUS WEEDS, SUCH VEGETATION WILL BE COMPLETELY ERADICATED BY APPLICATION(S) OF A SYSTEMIC, NON-SELECTIVE HERBICIDE LIKE GLYPHOSATE (ROUNDUP) OR APPROVED EQUAL. ALL HERBICIDES WILL BE APPLIED BY AN APPLICATOR LICENSED BY THE STATE OF COLORADO DEPARTMENT OF AGRICULTURE AT A RATE AND PERIOD REQUIRED BY THE MANUFACTURER'S LABELING INSTRUCTIONS.

12. TOPSOIL: ALL ONSITE AND IMPORTED TOPSOIL USED AS A PLANTING MEDIUM WILL BE FERTILE, FRIABLE, WELL-DRAINED SOIL, OF UNIFORM QUALITY, FREE OF STONES OVER 1 IN. DIAMETER, STICKS, OILS, CHEMICALS, PLASTER, CONCRETE AND OTHER DELETERIOUS MATERIALS.

13. RIPPING OF COMPACTED SOILS: SOILS PREVIOUSLY COMPACTED BY HEAVY MACHINERY DURING CONSTRUCTION, WILL BE RIPPED PRIOR TO REQUIRED SOIL AMENDMENT INCORPORATION. THE RIPPING EQUIPMENT USED WILL RIP THE SOIL IN ROWS NO GREATER THAN 18" APART, AND WILL BE POWERFUL ENOUGH TO RIP THE SOIL TO A MINIMUM DEPTH OF 12". RIPPING OPERATIONS WILL BE TIMED TO COMMENCE WHEN SOIL MOISTURE IS ADEQUATE ENOUGH TO ALLOW PENETRATION, BUT IS NOT AT ALL WET OR MUDDY.

14. ORGANIC SOIL AMENDMENTS: SOIL AMENDMENTS WILL BE INCORPORATED ACCORDING TO RECOMMENDATIONS OF THE SOIL REPORT AND WHAT IS APPROPRIATE FOR THE PLANTS SELECTED.

AT A MINIMUM, THE CONTRACTOR WILL TILL FOUR (4) CUBIC YARDS OF ORGANIC SOIL AMENDMENT, TO A DEPTH OF SIX (6) INCHES, FOR EACH 1000 SQUARE FEET OF SOIL PREPARATION WITHIN THE LIMITS OF WORK, INCLUDING ALL TURF, NATIVE SEED, TREE, SHRUB PLANTING BEDS IN THEIR ENTIRETY, ANNUAL, VINE, AND GROUND COVER AREAS (IF APPLICABLE), AS WELL AS ALL TREE LAWNS AND RIGHT-OF-WAYS ADJACENT TO THE PROPERTY.

THE ORGANIC SOIL AMENDMENT WILL BE A CLASS I OR II COMPOST THAT MEETS THE U.S. COMPOSTING COUNCIL'S TESTING REQUIREMENTS. THE COMPOST MUST BE PRODUCED AT A COMPOSTING FACILITY THAT MEETS U.S. EPA 40 CFR 503.13 REQUIREMENTS (TABLES 1 & 3 LEVELS) FOR THE PRODUCTION AND MARKETING OF CLASS A MATERIAL FOR UNRESTRICTED USE AND DISTRIBUTION.

DOCUMENTATION (INVOICE OR LOAD TICKET) OF SOIL AMENDMENT PRODUCT, AND A PLOT SURVEY MAP WITH SQUARE FOOTAGE OF THE AMENDED AREA WILL BE PROVIDED FOR INSPECTION PURPOSES. THE LOAD TICKET WILL INCLUDE THE TYPE OF SOIL AMENDMENT PRODUCT AND THE APPLICATION ADDRESS.

15. ORGANIC FERTILIZER AND SOIL CONDITIONERS: CONTRACTOR WILL UTILIZE ORGANIC FERTILIZER AND SOIL CONDITIONERS AS PART OF THE PLANTING PROCESS FOR ALL TREES, SHRUBS, PERENNIALS, GRASSES, VINES AND SEEDED AREAS. FOLLOW APPLICATION RATES AS SPECIFIED BY THE MANUFACTURERS AVAILABLE APPLICATION INSTRUCTION SHEETS OR AS INSTRUCTED BY THE CLIENT OR THEIR REPRESENTATIVES.

16. FINE GRADING:

A. THE CONTRACTOR IS RESPONSIBLE FOR ALL PROPOSED GRADING WITHIN THE LIMITS OF GRADING/LANDSCAPE REQUIREMENTS AS NOTED ON THE PLANS.

B. THE CONTRACTOR WILL OBTAIN APPROVAL OF FINE GRADING FROM THE CLIENT OR THEIR REPRESENTATIVE PRIOR TO START OF PLANTING AND NOTIFY THE CLIENT OR THEIR REPRESENTATIVE OF ANY DISCREPANCIES. POSITIVE DRAINAGE IS REQUIRED AWAY FROM ALL STRUCTURES.

C. THE FINISHED SURFACE WILL BE EVEN AND UNIFORM AND NO DIRT CLUMPS, STONES, STICKS, RESIDUAL PLANT MATERIAL, OR OTHER DEBRIS LARGER THAN ONE (1) INCH IN DIAMETER WILL APPEAR ON THE SURFACE. WHEN SODDED AREAS ARE NEXT TO FIXED SURFACES SUCH AS WALKS, CURBS, OR BORDERS, FINISHED GRADE PRIOR TO SODDING WILL BE 1.5 INCHES BELOW SUCH SURFACES.

17. PLANTING:

A. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE INSTALLATION OF ALL TREES, SHRUBS, ORNAMENTAL GRASSES, PERENNIALS, SOD, AND NATIVE SEED WITHIN THE LIMITS OF WORK.

B. ALL PLANT MATERIAL MUST BE INSTALLED BETWEEN MARCH 1 AND OCTOBER 15.

C. CONTRACTOR IS RESPONSIBLE TO PERFORM THEIR OWN QUANTITY TAKEOFFS FOR ALL PLANT MATERIALS SHOWN ON PLANS. IN THE CASE OF A DISCREPANCY IN THE PLANT QUANTITIES BETWEEN THE PLAN DRAWINGS AND THE PLANT CALL OUTS, LIST OR PLANT SCHEDULE, THE NUMBER OF PLANTS OR SQUARE FOOTAGE OF THE PLANTING BED ACTUALLY DRAWN ON THE PLAN DRAWINGS WILL BE DEEMED CORRECT AND PREVAIL.

D. THE CONTRACTOR WILL PROVIDE PER-UNIT COSTS FOR EVERY SIZE OF PLANT MATERIAL, AND BY TYPE, AS CALLED OUT ON THE PLANTING PLANS. UNIT COST TO INCLUDE THE PLANT MATERIAL AND INSTALLATION, INCLUDING ALL LABOR, AMENDMENTS, MULCH, FERTILIZERS, ETC., AS DETAILED AND SPECIFIED FOR EACH SIZE.

E. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BE AWARE OF ALL SURFACE AND SUB-SURFACE CONDITIONS, AND TO NOTIFY THE OWNER OR THEIR REPRESENTATIVE, IN WRITING, OF ANY CIRCUMSTANCES THAT WOULD NEGATIVELY IMPACT THE HEALTH OF PLANTINGS. DO NOT PROCEED WITH WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED. IF THE CONTRACTOR FAILS TO NOTIFY THE OWNER OR THEIR REPRESENTATIVE OF SUCH CONDITIONS, HE/SHE WILL REMAIN RESPONSIBLE FOR PLANT MATERIAL UNDER THE WARRANTY CLAUSE OF THE SPECIFICATIONS.

F. PLANTING OPERATIONS WILL NOT BEGIN UNTIL SUCH TIME THAT THE IRRIGATION SYSTEM IS COMPLETELY OPERATIONAL FOR THE AREA(S) TO BE PLANTED, AND THE IRRIGATION SYSTEM FOR THAT AREA HAS BEEN PRELIMINARILY OBSERVED AND APPROVED BY THE OWNER OR THEIR REPRESENTATIVE.

G. ALL PLANT MATERIAL WILL BE SUBJECT TO THE APPROVAL OF THE CLIENT OR THEIR REPRESENTATIVE PRIOR TO INSTALLATION. CONTRACTOR TO NOTIFY THE CLIENT OR THEIR REPRESENTATIVE TO VERIFY IF APPROVAL IS TO OCCUR AT THE LANDSCAPE NURSERY PRIOR TO DELIVERY OR ON SITE.

H. SUBMIT ALL REQUESTS FOR SUBSTITUTIONS OF PLANT SPECIES, OR SIZE TO THE OWNER OR THEIR REPRESENTATIVE, FOR APPROVAL, PRIOR TO PURCHASING THE PROPOSED SUBSTITUTION.

I. ALL TREES OF THE SAME SPECIES AND SIZE WILL HAVE MATCHING HEIGHT AND FORM UNLESS OTHERWISE NOTED ON THE PLANS.

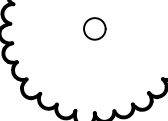
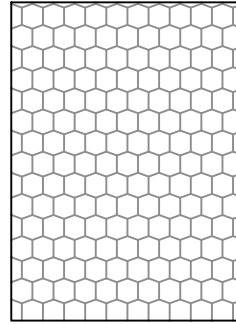
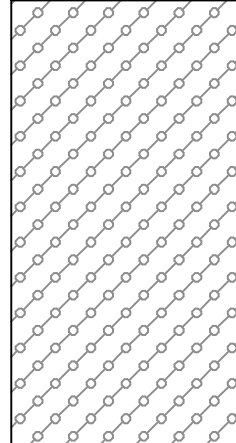
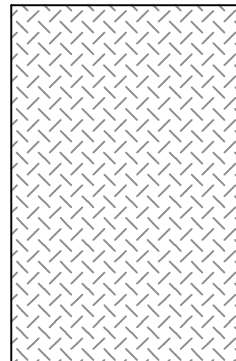
J. STAKE LOCATIONS OF ALL PROPOSED TREES FOR APPROVAL BY THE CLIENT OR THEIR REPRESENTATIVE PRIOR TO INSTALLATION.

K. IF CONFLICTS ARISE BETWEEN SIZE OF AREAS AND PLANS, CONTRACTOR WILL CONTACT THE CLIENT OR THEIR REPRESENTATIVE FOR IMMEDIATE RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE THE MATERIALS.

L. THE CLIENT OR THEIR REPRESENTATIVE RESERVES THE RIGHT TO ADJUST THE
- LOCATION OF PLANT MATERIAL DURING INSTALLATION AS APPROPRIATE TO THE PROJECT.
- M. THE CONTRACTOR WILL FURNISH PLANT MATERIAL FREE OF PESTS OR PLANT DISEASES. PRE-SELECTED, OR "TAGGED" MATERIAL MUST BE INSPECTED BY THE CONTRACTOR AND CERTIFIED PEST AND DISEASE FREE.
- N. PLANT CROWN ELEVATIONS RELATIVE TO FINISH GRADE ARE SHOWN ON PLANTING DETAILS AND WILL BE STRICTLY ADHERED TO. PROPER COMPACTION OF BACKFILL TO PREVENT SETTLEMENT IS REQUIRED.
- O. DETERMINE LOCATION OF UNDERGROUND UTILITIES AND PERFORM WORK IN A MANNER THAT WILL AVOID POSSIBLE DAMAGE. HAND EXCAVATE, AS REQUIRED.
- P. DECIDUOUS TREES WILL BE PLANTED A MINIMUM SIX (6) FEET FROM SIDEWALKS AND PLANTING BEDS. EVERGREEN TREES WILL BE PLANTED A MINIMUM 10 FEET FROM SIDEWALKS AND PLANTING BED EDGES. DECIDUOUS TREES WILL BE LOCATED A MINIMUM SIX (6) FEET FROM EDGE OF BUILDINGS; EVERGREEN TREES A MINIMUM OF 10 FEET. SHRUBS WILL BE PLANTED A MINIMUM FOUR (4) FEET FROM SIDEWALKS, PLANTING BED EDGES, EDGE OF BUILDINGS OR ONE-HALF THEIR MATURE WIDTH, WHICHEVER IS GREATER. SPACING FOR PLANT PLACEMENT WILL BE MEASURED FROM THE CENTERLINE OF THE PLANT.
- Q. ALL TREES IN SOD AND NATIVE SEED AREAS, WHERE APPLICABLE, WILL RECEIVE A MAX. SIX (6) FOOT DIA. ORGANIC MULCH RING TO A DEPTH OF FOUR (4) INCHES. DO NOT USE LANDSCAPE EDGER AROUND TREES IN SOD OR NATIVE SEED AREAS.
- R. TREE WRAP: IF TREES ARE PLANTED IN THE FALL, APPLY TREE WRAP AFTER INSTALLATION (PER THE DETAIL) AND REMOVE THE FOLLOWING SPRING. TREE WRAP WILL BE FIRST QUALITY, 4-INCH WIDE, BITUMINOUS IMPREGNATED TAPE, CORRUGATED OR CREPE PAPER, BROWN IN COLOR, SPECIFICALLY MANUFACTURED FOR TREE WRAPPING.
- S. LIVE PLANT MATERIAL:
- ALL PLANT MATERIAL WILL MEET OR EXCEED CURRENT AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1 AND THE COLORADO NURSERY ACT AND ACCOMPANYING RULES AND REGULATIONS.
- ALL LIVE PLANT MATERIAL WILL BE KEPT CONTINUOUSLY MAINTAINED IN LIVE AND GROWING CONDITION, INCLUDING WITHIN THE RIGHT-OF-WAY.
- ALL PROPOSED PLANT MATERIAL IN LANDSCAPE AREAS WILL BE DROUGHT RESISTANT.

• INSTALLED PLANT SIZE: MINIMUM SIZES WILL BE AS SPECIFIED IN THE PLANT SCHEDULE. TREE CALIPER MEASUREMENT TO BE TAKEN 4 INCHES ABOVE THE GROUND; EVERGREEN SPREADERS NO LESS THAN 18 TO 24 INCHES; SHRUB HEIGHTS NO LESS THAN 2 TO 3 FEET.
- T. NON-LIVE LANDSCAPING MATERIAL: WHERE NON-LIVE LANDSCAPING MATERIAL IS PROPOSED, ORGANIC OR INORGANIC MULCH WILL BE PLACED SO AS TO ALLOW PERMEABILITY.
- U. ALL EXISTING TREES ARE TO BE PROTECTED IN PLACE THROUGHOUT CONSTRUCTION.
- V. SODDING:
- PRIOR TO SOD INSTALLATION, SOIL PREPARATION SHALL BE COMPLETED AS SPECIFIED INCLUDING; RIPPING OF COMPACTED SOILS; ADDITION OF ORGANIC SOIL AMENDMENTS, ORGANIC FERTILIZER, AND SOIL CONDITIONERS; AND FINE GRADING.
- TURFGRASS SOD SHALL BE MACHINE CUT AT A UNIFORM SOIL THICKNESS OF 0.5 INCH, PLUS OR MINUS 0.2 INCH, AT THE TIME OF CUTTING. MEASUREMENT FOR THICKNESS SHALL EXCLUDE TOP GROWTH AND THATCH. FURNISH VIABLE SOD OF UNIFORM DENSITY, COLOR, AND TEXTURE THAT IS STRONGLY ROOTED AND CAPABLE OF VIGOROUS GROWTH AND DEVELOPMENT WHEN PLANTED.
- MOISTEN PREPARED AREA BEFORE PLANTING IF SOIL IS DRY. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE PLANTING. DO NOT CREATE MUDDY SOIL.
- LAY SOD WITHIN 24 HOURS OF SOD BEING HARVESTED UNLESS A SUITABLE PRESERVATION METHOD IS ACCEPTED BY LANDSCAPE ARCHITECT PRIOR TO DELIVERY TIME. DO NOT LAY SOD IF DORMANT OR IF GROUND IS FROZEN OR MUDDY.
- LAY SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD; DO NOT STRETCH OR OVERLAP. STAGGER SOD STRIPS OR PADS SIMILAR TO RUNNING BOND BRICKWORK TO OFFSET JOINTS IN ADJACENT COURSES. AVOID DAMAGE TO SOIL OR SOD DURING INSTALLATION, AFTER ESTABLISHMENT, IF NECESSARY TO SMOOTH SURFACE, TAMP AND ROLL LIGHTLY TO REMOVE SURFACE UNDULATIONS. WORK SIFTED SOIL OR FINE SAND INTO MINOR CRACKS BETWEEN PIECES OF SOD; REMOVE EXCESS TO AVOID SMOTHERING SOD AND ADJACENT GRASS. LAY SOD ACROSS SLOPES EXCEEDING 1:3. ANCHOR SOD ON SLOPES EXCEEDING 1:6 WITH WOOD PEGS SPACED AS RECOMMENDED BY SOD MANUFACTURER BUT NOT LESS THAN TWO (2) ANCHORS PER SOD STRIP TO PREVENT SLIPPAGE.
- SATURATE SOD WITH FINE WATER SPRAY WITHIN TWO (2) HOURS OF PLANTING. DURING FIRST 20 DAYS AFTER PLANTING, WATER THREE (3) TIMES DAILY FOR A DURATION AS NECESSARY TO MAINTAIN MOIST SOIL TO A MINIMUM DEPTH OF 1-1/2 INCHES BELOW SOD. LIMIT ACCESS TO SOD AREAS FOR FIRST 20 DAYS.
- FIRST MOWING SHOULD NOT OCCUR UNTIL AFTER THE SECOND FULL WEEK OF ESTABLISHMENT IS COMPLETE. DRY UP THE LAWN AREA(S) TO BE MOWN. REMOVE A MAXIMUM OF ONE-THIRD THE GRASS HEIGHT. DO NOT CUT LOWER THAN TWO INCHES. INCREASE WATERING AGAIN FOR AN ADDITIONAL WEEK AND THEN START REDUCING WATERING DURATION PER SOD MANUFACTURER'S RECOMMENDATIONS.
18. WARRANTY:
- A. THE WARRANTY PERIOD WILL BEGIN ON THE DATE OF SUBSTANTIAL COMPLETION ACCEPTANCE AND CONTINUE FOR A PERIOD OF ONE (1) YEAR.
- B. LANDSCAPE MAINTENANCE DURING THE WARRANTY PERIOD WILL INCLUDE NECESSARY WATERING, CULTIVATION, WEEDING, PRUNING, WOUND DRESSING, DISEASE AND INSECT PEST CONTROL, PROTECTIVE SPRAYING, STRAIGHTENING PLANTS WHICH LEAN OR SAG, ADJUSTMENTS OF PLANTS WHICH SETTLE OR ARE PLANTED TOO LOW, MOWING, REPLACEMENT OF MULCH THAT HAS BEEN DISPLACED, REPAIRING AND RESHAPING OF SAUCERS, AND RESEEDING OR REPLANTING OF THOSE AREAS AFFECTED. REMOVE RUBBISH, WASTE, TOOLS, AND EQUIPMENT USED AT END OF EACH WORKDAY.
- C. THE CONTRACTOR AGREES TO REPLACE DEFECTIVE WORK AND DEFECTIVE PLANTS. THE OWNER OR THEIR REPRESENTATIVE WILL MAKE THE FINAL DETERMINATION IF PLANTS MEET THESE SPECIFICATIONS OR THAT PLANTS ARE DEFECTIVE.
- D. WHEN THE WORK IS ACCEPTED IN PARTS, THE WARRANTY PERIODS WILL EXTEND FROM EACH OF THE PARTIAL SUBSTANTIAL COMPLETION ACCEPTANCES TO THE TERMINAL DATE OF THE LAST WARRANTY PERIOD. THUS, ALL WARRANTY PERIODS FOR EACH CLASS OF PLANT WARRANTY, WILL TERMINATE AT ONE TIME.
- E. ALL PLANTS WILL BE WARRANTED TO MEET ALL THE REQUIREMENTS FOR PLANT QUALITY AT INSTALLATION IN THIS SPECIFICATION. DEFECTIVE PLANTS WILL BE DEFINED AS PLANTS NOT MEETING THESE REQUIREMENTS. THE OWNER OR THEIR REPRESENTATIVE WILL MAKE THE FINAL DETERMINATION THAT PLANTS ARE DEFECTIVE.
- F. PLANTS DETERMINED TO BE DEFECTIVE WILL BE REMOVED IMMEDIATELY UPON NOTIFICATION BY THE OWNER OR THEIR REPRESENTATIVE AND REPLACED WITHOUT COST TO THE OWNER, AS SOON AS WEATHER CONDITIONS PERMIT AND WITHIN THE SPECIFIED PLANTING PERIOD.
- G. ANY WORK REQUIRED BY THIS SPECIFICATION OR THE OWNER OR THEIR REPRESENTATIVE DURING THE PROGRESS OF THE WORK, TO CORRECT PLANT DEFECTS INCLUDING THE REMOVAL OF ROOTS OR BRANCHES, OR PLANTING PLANTS THAT HAVE BEEN BARE ROOTED DURING INSTALLATION TO OBSERVE FOR OR CORRECT ROOT DEFECTS WILL NOT BE CONSIDERED AS GROUNDS TO VOID ANY CONDITIONS OF THE WARRANTY. IN THE EVENT THAT THE CONTRACTOR DECIDES THAT SUCH REMEDIATION WORK MAY COMPROMISE THE FUTURE HEALTH OF THE PLANT, THE PLANT OR PLANTS IN QUESTION WILL BE REJECTED AND REPLACED WITH PLANTS THAT DO NOT CONTAIN DEFECTS THAT REQUIRE REMEDIATION OR CORRECTION.
- H. THE CONTRACTOR IS EXEMPT FROM REPLACING PLANTS, AFTER SUBSTANTIAL COMPLETION ACCEPTANCE AND DURING THE WARRANTY PERIOD, THAT ARE REMOVED BY OTHERS, LOST OR DAMAGED DUE TO OCCUPANCY OF PROJECT, LOST OR DAMAGED BY A THIRD PARTY, VANDALISM, OR ANY NATURAL DISASTER.
- I. REPLACEMENTS WILL CLOSELY MATCH ADJACENT SPECIMENS OF THE SAME SPECIES. REPLACEMENTS WILL BE SUBJECT TO ALL REQUIREMENTS STATED IN THIS SPECIFICATION. MAKE ALL NECESSARY REPAIRS DUE TO PLANT REPLACEMENTS. SUCH REPAIRS WILL BE DONE AT NO EXTRA COST TO THE OWNER.
- J. THE WARRANTY OF ALL REPLACEMENT PLANTS WILL EXTEND FOR AN ADDITIONAL ONE-YEAR PERIOD FROM THE DATE OF THEIR ACCEPTANCE AFTER REPLACEMENT. IN THE EVENT THAT A REPLACEMENT PLANT IS NOT ACCEPTABLE DURING OR AT THE END OF THE SAID EXTENDED WARRANTY PERIOD, THE OWNER OR THEIR REPRESENTATIVE MAY ELECT ONE MORE REPLACEMENT ITEMS OR CREDIT FOR EACH ITEM. THESE TERTIARY REPLACEMENT ITEMS ARE NOT PROTECTED UNDER A WARRANTY PERIOD.
- K. DURING AND BY THE END OF THE WARRANTY PERIOD, REMOVE ALL TREE WRAP, TIES, AND GUYING UNLESS AGREED TO BY THE OWNER OR THEIR REPRESENTATIVE TO REMAIN IN PLACE. ALL TREES THAT DO NOT HAVE SUFFICIENT CALIPER TO REMAIN UPRIGHT, OR THOSE REQUIRING ADDITIONAL ANCHORAGE IN WINDY LOCATIONS, WILL BE STAKED OR REMAIN STAKED, IF REQUIRED BY THE OWNER OR THEIR REPRESENTATIVE.
- L. END OF WARRANTY FINAL ACCEPTANCE - ACCEPTANCE OF PLANTS AT THE END OF THE WARRANTY PERIOD.
- AT THE END OF THE WARRANTY PERIOD, THE OWNER OR THEIR REPRESENTATIVE WILL OBSERVE ALL WARRANTED WORK, UPON WRITTEN REQUEST OF THE CONTRACTOR. THE REQUEST WILL BE RECEIVED AT LEAST TEN CALENDAR DAYS BEFORE THE ANTICIPATED DATE FOR FINAL OBSERVATION.
- END OF WARRANTY FINAL ACCEPTANCE WILL BE GIVEN ONLY WHEN ALL THE REQUIREMENTS OF THE WORK UNDER THIS SPECIFICATION AND IN SPECIFICATION SECTIONS PLANTING SOIL AND IRRIGATION HAVE BEEN MET.
19. WINTER WATERING: IN DRY WINTERS FROM OCTOBER THROUGH MARCH.
- TREES: WATER TREES USING SPRINKLERS, A DEEP-ROOT FORK OR NEEDLE, SOAKER HOSE OR SOFT SPRAY WAND. ALLOW TO SOAK INTO THE SOIL SLOWLY TO A DEPTH OF 12 INCHES. IF USING A DEEP-ROOT FORK OR NEEDLE, INSERT NO DEEPER THAN 8 INCHES INTO THE SOIL. APPLY 10 GALLONS OF WATER FOR EACH DIAMETER INCH OF THE TREE.
- NEWLY PLANTED SHRUBS (PLANTED LESS THAN A YEAR): APPLY 5 GALLONS TWO TIMES PER MONTH
- SMALL ESTABLISHED SHRUBS (LESS THAN 3 FEET TALL): 5 GALLONS MONTHLY.
- LARGE ESTABLISHED SHRUBS (MORE THAN 6 FEET): 18 GALLONS MONTHLY.
- LATE PLANTED PERENNIALS, BARE ROOT PLANTS, AND PERENNIALS LOCATED IN WINDY OR SOUTHWEST EXPOSURES: 1 GALLON MONTHLY
- DECREASE AMOUNTS TO ACCOUNT FOR PRECIPITATION. WATER WITHIN THE DRIP LINE OF THE SHRUB AND AROUND THE BASE. WATER ONLY WHEN AIR TEMPERATURES ARE ABOVE 40 DEGREES F. APPLY WATER AT MID-DAY SO IT WILL HAVE TIME TO SOAK IN BEFORE POSSIBLE FREEZING AT NIGHT.
- PLANTS RECEIVING REFLECTED HEAT FROM BUILDINGS, WALLS AND FENCES ARE MORE SUBJECT TO DAMAGE. THE LOW ANGLE OF WINTER SUN MAKES THIS MORE LIKELY ON SOUTH OR WEST EXPOSURES. WINDY SITES RESULT IN FASTER DRYING OF SOD AND PLANTS AND REQUIRE ADDITIONAL WATER. LAWNS IN WARM EXPOSURES ARE PRONE TO LATE WINTER MITE DAMAGE.
20. IRRIGATION: AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WILL BE INSTALLED IN ALL LANDSCAPE AREAS. REFER TO IRRIGATION PLANS FOR ADDITIONAL INFORMATION.
-
- NOT FOR CONSTRUCTION
- | PROJECT NO: 22030.001 | | NOTES | |
|-----------------------|-----|-------|-----|
| DATE | NO. | DATE | NO. |
| 09/09/2024 | 1 | | |
| 09/09/2024 | 2 | | |
| 10/08/2024 | 3 | | |
| 11/19/2024 | 4 | | |
- HAMILTON PARCEL
PRELIMINARY LANDSCAPE CONSTRUCTION PLANS
LANDSCAPE NOTES
- SHEET
- L0.1

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	MATURE HEIGHT	MATURE WIDTH
DECIDUOUS TREES								
	CAL	6	Catalpa speciosa	Western Catalpa	2" Cal.	B&B	40 - 65ft. ht.	25 - 40ft. w.
	EKC	6	Gymnocladus dioicus 'Espresso'	Espresso Kentucky Coffee Tree	2" Cal.	B&B	40 - 65ft. ht.	25 - 40ft. w.
	EOA	11	Quercus robur	English Oak	2" Cal.	B&B	40 - 65ft. ht.	40 - 65ft. w.
	HAC	16	Celtis occidentalis	Common Hackberry	2" Cal.	B&B	40 - 65ft. ht.	40 - 65ft. w.
	QM	12	Quercus macrocarpa	Burr Oak	2" Cal.	B&B	> 65ft. ht.	40 - 65ft. w.
EVERGREEN TREES								
	AUS	50	Pinus nigra	Austrian Pine	6' Ht.	B&B	40 - 65ft. ht.	25 - 40ft. w.
ORNAMENTAL TREES								
	RHT	33	Crataegus ambigua	Russian Hawthorn	1.5" Cal.	B&B	15 - 25ft. ht.	10 - ft. w.
GROUND COVERS								
		8,984 sf	ENTRY PLANTING					
	BGB	221	Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Blue Grama	#1	Pot	18 - 36in. ht.	1 - 3ft. w.
	CVM	164	Coreopsis verticillata 'Moonbeam'	Moonbeam Tickseed	#1	Pot	6 - 18in. ht.	1 - 3ft. w.
	EPM	112	Echinacea purpurea 'Magnus'	Magnus Purple Coneflower	#1	Pot	18 - 36in. ht.	1 - 3ft. w.
	JHB	27	Juniperus horizontalis 'Blue Chip'	Blue Chip Creeping Juniper	#5	Pot	6 - 18in. ht.	6 - 10ft. w.
	NXP	206	Nepeta x 'Psfike'	Little Trudy® Catmint	#1	Pot	6 - 18in. ht.	1 - 3ft. w.
RGM	194	Ribes alpinum 'Green Mound'	Green Mound Alpine Currant	#5	Pot	18 - 36in. ht.	1 - 3ft. w.	
		22,379 sf	STREET FRONTAGE					
	AAR	18	Amelanchier alnifolia 'Regent'	Regent Serviceberry	#5	Pot	3 - 6ft. ht.	3 - 6ft. w.
	CCD	284	Caryopteris x clandonensis 'Dark Knight'	Dark Knight Bluebeard	#5	Pot	18 - 6ft. ht.	1 - 3ft. w.
	CHM	149	Chamaebatiaria millefolium	Fernbush	#5	Pot	3 - 6ft. ht.	3 - 1ft. w.
	JHB	41	Juniperus horizontalis 'Blue Chip'	Blue Chip Creeping Juniper	#5	Pot	6 - 18in. ht.	6 - 10ft. w.
	JHY	41	Juniperus horizontalis 'Youngstown'	Youngstown Creeping Juniper	#5	Pot	6 - 18in. ht.	3 - 6ft. w.
	JSW	57	Juniperus scopulorum 'Wichita Blue'	Wichita Blue Juniper	#5	Pot	10 - 15ft. ht.	3 - 6ft. w.
	PVH	663	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	#1	Pot	3 - 6ft. ht.	1 - 3ft. w.
	PBP	38	Prunus besseyi 'P011S'	Pawnee Buttes® Sand Cherry	#5	Pot	18 - 36in. ht.	3 - 6ft. w.
RAG	22	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	#5	Pot	3 - 6ft. ht.	3 - 6ft. w.	
		3,973 sf	PARK PLANTING					
	ACP	25	Arctostaphylos x coloradensis 'Panchito'	Panchito Manzanita	#5	Pot	18 - 36in. ht.	3 - 6ft. w.
	BGB	132	Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Blue Grama	#1	Pot	18 - 36in. ht.	1 - 3ft. w.
	DAF	20	Dasiphora floribunda	Shrubby Cinquefoil	#5	Pot	18 - 6ft. ht.	3 - 6ft. w.
	PVH	166	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	#1	Pot	3 - 6ft. ht.	1 - 3ft. w.
	PLP	14	Philadelphus lewisii 'PWY01S'	Cheyenne® Mock Orange	#5	Pot	6 - 10ft. ht.	6 - 10ft. w.
	RTA	4	Rhus trilobata 'Autumn Amber'	Autumn Amber Sumac	#5	Pot	6 - 18in. ht.	6 - 10ft. w.
	RGM	39	Ribes alpinum 'Green Mound'	Green Mound Alpine Currant	#5	Pot	18 - 36in. ht.	1 - 3ft. w.

SEED MIXES

NATIVE SEED MIX - TYPE 1				
SPECIES	VARIETY	PERCENT OF MIX	DRILLING PLANTINGG (PLS lbs./Acre)	BROADCAST (PLS lbs./Acre)
BLUE GRAMA	LOVINGTON	30%	3.0	6.0
BUFFALOGRASS	TEXOKA	70%	7.0	13.9
TOTAL:		100%	10 lbs/ac.	19.9 lbs/ac.

NATIVE SEED MIX - TYPE 2 (SHORTGRASS)			
SPECIES	PERCENT OF MIX	DRILLING PLANTING (PLS lbs./Acre)	BROADCAST (PLS lbs./Acre)
EPHRAIM CRESTED WHEATGRASS	30%	4.50	7.50
SHEEP FESCUE	25%	3.75	6.25
PERENNIAL RYE	20%	3.00	5.00
CHEWING FESCUE	15%	2.25	3.75
CANADA BLUEGRASS	10%	1.50	2.50
TOTAL:	100%	15 lbs/ac.	25 lbs/ac.

RECOMMENDED SUPPLIER: ARKANSAS VALLEY SEED (303) 320-7500

ALL WORK, CONTRACTED OR OTHERWISE TO BE COMPLETED BY LICENSED AND BONDED ORGANIZATIONS WITH KNOWLEDGE APPLICABLE TO EACH JOB.

SITE PREPARATION

1. TOPSOIL SHALL BE SALVAGED WHEN MOIST, NOT WET, AND STOCKPILED IN SHALLOW ROWS.
2. ALL STORED TOPSOIL SHALL BE MONITORED AND PERIODICALLY TILLED FOR WEED CONTROL.
3. ALL ONSITE AND IMPORTED TOPSOIL USED AS A PLANTING MEDIUM SHALL CONSIST OF LOOSE FRIABLE SOIL FROM THE ZONE OF MAJOR ROOT DEVELOPMENT FREE OF SUBSOIL, REFUSE, STUMPS, WOODY ROOTS, ROCKS, BRUSH, NOXIOUS WEED SEED AND REPRODUCTIVE PLANT PARTS FROM CURRENT STATE AND COUNTY WEED LISTS, HEAVY CLAY, HARD CLODS, TOXIC SUBSTANCES, OR OTHER MATERIAL WHICH WOULD BE DETRIMENTAL TO ITS USE ON THE PROJECT.
4. ALL SITE PREPARATION METHODS SHOULD BE DONE ACROSS THE SLOPE TO PREVENT SOIL EROSION FROM STORM WATER SHEETING. SLOPES FLATTER THAN 2:1 SHALL BE TILLED INTO AN EVEN AND LOOSE SEED BED 4 INCHES DEEP. SLOPES 2:1 OR STEEPER SHALL BE LEFT IN A ROUGHENED CONDITION. SLOPES SHALL BE FREE OF CLODS, STICKS, STONES, DEBRIS, CONCRETE, AND ASPHALT IN EXCESS OF 4 INCHES (4") IN ANY DIMENSION, AND BROUGHT TO THE DESIRED LINE AND GRADE.
5. SOIL SCARIFICATION AT A DEPTH OF SIX INCHES (6") IN THE FORM OF DISCING, TILLAGE OR CHISELING WILL BE COMPLETED PRIOR TO SEEDING. AFTER SOIL SCARIFICATION, TOPSOIL SHALL BE REPLACED.
6. AFTER REPLACEMENT OF TOP SOIL, WAIT SEVERAL WEEKS DURING GROWING SEASON FOR SURFACE WEEDS TO EMERGE, THEN APPLY A GLYPHOSATE TREATMENT TO ELIMINATE GROWING WEEDS. LIMIT DISTURBING THE SOIL SURFACE. SEE WEED MANAGEMENT NOTES BELOW FOR ADDITIONAL INFORMATION.
7. SOIL AMENDMENT: APPLICATION OF SOIL AMENDMENT TO BE DETERMINED THROUGH SOIL TESTS BY AN ACCREDITED SOIL TESTING LAB KNOWLEDGEABLE IN NATIVE SEEDING REQUIREMENTS. IF REQUIRED, ADD ONLY SLOW-RELEASE ORGANIC AMENDMENTS AT THE RATE RECOMMENDED BY THE MANUFACTURER, EVENLY OVER THE ENTIRE DISTURBED AREA AND THOROUGHLY INCORPORATE, BY MIXING, ROTOTILLING OR FINELY DISKING (MAX. 1" SIZE), TO A DEPTH OF SIX INCHES (6"). ALL STONES, STICKS AND DEBRIS BROUGHT TO THE SURFACE SHALL BE REMOVED FROM THE SITE PROPERLY DISPOSED OF BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL SEED AREAS WILL THEN BE RAKED AND ROLLED TO THE DESIRED FINISHED GRADES WITH GENTLY SLOPING SURFACES TO ADEQUATELY DRAIN ALL SURFACE WATER RUNOFF. THE FINISHED SURFACE SHALL BE EVEN AND UNIFORM AND NO DIRT CLODS LARGER THAN ONE INCH (1") IN DIAMETER SHALL APPEAR ON THE SURFACE. THE SOIL SURFACE SHALL BE SMOOTH, LOOSE AND OF FINE TEXTURE, AND BE FLUSH WITH ALL PAVING EDGES.
8. ALL SITES MUST BE FREE FROM NON-NATURAL MATERIALS SUCH AS OLD WATER LINES, LITTER AND BUILDING MATERIALS PRIOR TO SEEDING.

SEEDING PROCEDURE

1. NATIVE SEED MIX AS SPECIFIED IN THE SEED SCHEDULE WILL BE USED AND SHALL BE APPLIED AT A RATE SHOWN BY MIX.
2. SEED, SOIL CONDITIONER AND FERTILIZER SHALL NOT BE APPLIED DURING INCLEMENT WEATHER INCLUDING RAIN AND HIGH WINDS, OR WHEN SOIL IS FROZEN OR SOIL MOISTURE IS TOO HIGH TO EVENLY INCORPORATE SEED, SOIL CONDITIONER OR FERTILIZER.
3. SEED SHALL BE LABELED IN ACCORDANCE WITH THE U.S. DEPARTMENT OF AGRICULTURE RULES AND REGULATIONS, THE FEDERAL SEED ACT, AS WELL AS STATE SEED LAWS. SEED SHALL BE EQUAL IN QUALITY TO THE STANDARDS FOR "CERTIFIED SEED" AND SHALL BE FURNISHED IN SEALED, UNOPENED, STANDARD CONTAINERS. SEED SHALL BE FRESH, CLEAN, PURE LIVE SEED WITH THE VARIETIES MIXED IN PROPORTIONS BY WEIGHT SHOWN AND MEETING THE MINIMUM PERCENTAGES OF PURITY AND GERMINATION SPECIFIED. THE CERTIFIED SEED LABEL (BLUE TAG) SHOULD BE SUBMITTED TO THE OWNER OR THEIR REPRESENTATIVE BEFORE SEEDING.
4. ALL SEED SHALL BE FREE OF POA ANNUA AND ALL NOXIOUS WEEDS AS LISTED BY THE COLORADO DEPARTMENT OF AGRICULTURE.
5. SEEDING SHALL BE ACCOMPLISHED WITHIN 24 HOURS OF TILLING OR SCARIFYING. DURING SITE PREPARATION, IF SOIL SCARIFICATION OCCURRED, TOP SOIL WAS REPLACED AND A WAITING PERIOD OCCURRED TO ALLOW WEEDS TO EMERGE, TILL AND PREPARE THE SEED BED PER THE SOIL AMENDMENT NOTE ABOVE PRIOR TO SEEDING.
6. SLOPES FLATTER THAN 2:1 SHALL BE SEEDDED BY MECHANICAL POWER DRAWN DRILLS.
7. FOR SLOPES AT OR GREATER THAN 2:1 OR SMALL AREAS NOT ACCESSIBLE TO MACHINE METHODS, SEEDING BY HAND OR BROADCAST-TYPE SPREADER MAY BE DONE WITH THE APPROVAL OF THE CLIENT OR THEIR REPRESENTATIVE. BROADCAST SEEDING RATES MUST BE DOUBLE THE DRILL SEEDING RATES. SEED SOWN BY HAND OR BROADCAST-TYPE SEEDERS SHALL BE "RAKED IN" OR COVERED WITH SOIL TO A DEPTH OF AT LEAST 1/4 INCH.
8. CONTRACTOR SHALL USE APPROPRIATE MECHANICAL POWER DRAWN DRILLS WITH MULTIPLE SEED BOXES THAT CAN ACCOMMODATE VARIABILITY IN SIZE AND PHYSICAL CHARACTERISTICS OF NATIVE RANGELAND GRASS SEEDS (BRILLION SEEDER OR EQUAL). SEED SHALL BE SOWN TO A DEPTH OF ONE-QUARTER INCH (1/4") TO A MAXIMUM OF ONE-HALF INCH (1/2") DEPENDING ON THE MIX. BANDS SHALL BE SPACED NO GREATER THAN SEVEN INCHES (7") APART. DRILLING SHALL BE DONE IN TWO (2) SEPARATE APPLICATIONS CROSSING THE AREA AT RIGHT ANGLES TO ONE ANOTHER TO GUARANTEE PROPER COVERAGE. ON SLOPING LAND, SEEDING OPERATIONS SHALL FOLLOW THE GENERAL CONTOUR.

9. SEEDING OF ANY KIND WILL NOT BE PERMITTED WHEN WIND VELOCITY IS SUCH AS TO PREVENT UNIFORM SEED DISTRIBUTION OR IF THERE IS FREE SURFACE WATER PRESENT.
10. ADDITIONAL TOPICAL OVER SEEDING MAY BE APPLIED TO PREVIOUSLY SEEDED AREAS IN ORDER TO ACHIEVE ADEQUATE GROUND COVER AND EROSION RESISTANCE.
11. PACKER WHEELS WILL BE USED TO ENSURE SOIL TO SEED CONTACT.

EROSION CONTROL:

1. **BLANKETS:** BLANKETS TO BE APPLIED ON SLOPES GREATER THAN 4:1. EROSION CONTROL BLANKET INSTALLATION AND MATERIAL SHALL MATCH EROSION CONTROL BLANKET DETAIL IN THE EROSION CONTROL PLAN WITH THE EXCEPTION THAT THE SEED MIX SPECIFIED IN THESE LANDSCAPE PLANS SHALL BE USED. WHERE MATERIAL TYPE IS NOT SPECIFIED, THE EROSION CONTROL BLANKET SHALL CONSIST OF 70% WEED SEED-FREE AGRICULTURAL STRAW AND 30% TOP QUALITY STRANDS OF COCONUT FIBER, INTERWEAVED AND EVENLY DISTRIBUTED IN THE BLANKET AND STITCHED WITH A UV-ENHANCED NET ON TOP AND BOTTOM.
2. **MULCH:** WHERE REQUIRED, MULCH WILL BE CRIMP MULCH AND SHALL BE INSTALLED IN ACCORDANCE WITH THE EROSION CONTROL PLAN.

2. MULCH: WHERE REQUIRED, MULCH WILL BE CRIMP MULCH AND SHALL BE INSTALLED IN ACCORDANCE WITH THE EROSION CONTROL PLAN.

SEEDING ESTABLISHMENT

1. A SUCCESSFUL STAND OF NATIVE GRASS IS DEFINED AS AT LEAST FOUR DESIRABLE SEEDLINGS PER SQ. FT., AND FREE OF EROSION AND WEED INFESTATION.
2. SEEDING AREAS TO BE IRRIGATED DURING ESTABLISHMENT: FALL SEEDING WILL EMERGE WITH WARMING SOIL TEMPERATURES AND SHOULD BE IRRIGATED REGULARLY FOR AT LEAST THE FIRST 8 TO 10 WEEKS. WATER SPRING AND SUMMER SEEDING REGULARLY DURING THE FIRST 6 TO 8 WEEKS AFTER PLANTING FOR HIGHER GERMINATION AND SURVIVAL. WATER ENOUGH TO KEEP THE SOILS MOIST DEPENDING ON SOIL TEXTURE. DO NOT OVER WATER AS TO DROWN SEEDLINGS. WATERING IN THE MORNINGS IS PREFERRED TO REDUCE FUNGAL DISEASES. AFTER ABOUT 8 WEEKS OF IRRIGATION, WATERING CAN BE REDUCED TO WEEKLY DEPENDING ON RAINFALL.

SEEDING TIMING

<u>ELEVATION</u>	<u>SPRING SEEDING</u>	<u>FALL SEEDING</u>
BELOW 6000'	SPRING THAW TO JUNE 1	SEPTEMBER 15 UNTIL CONSISTENT GROUND FREEZE
6,000' TO 7,000'	SPRING THAW TO JUNE 1	SEPTEMBER 1 UNTIL CONSISTENT GROUND FREEZE
7,000' TO 8,000'	SPRING THAW TO JULY 15	AUGUST 1 UNTIL CONSISTENT GROUND FREEZE
ABOVE 8,000'	SPRING THAW TO CONSISTENT GROUND FREEZE	

"SPRING THAW" SHALL BE DEFINED AS THE EARLIEST DATE IN A NEW CALENDAR YEAR IN WHICH SEED CAN BE BURIED 1/2" INTO THE SURFACE SOIL (TOPSOIL) THROUGH NORMAL SEEDING METHODS.

"CONSISTENT GROUND FREEZE" SHALL BE DEFINED AS THAT TIME DURING THE FALL MONTHS IN WHICH THE SURFACE SOIL (TOPSOIL), DUE TO FREEZE CONDITIONS, PREVENTS BURYING THE SEED 1/2" THROUGH NORMAL DRILL SEEDING OPERATIONS. SEED SHALL NOT BE SOWN, DRILLED, OR PLANTED WHEN THE SURFACE SOIL OR TOPSOIL IS IN A FROZEN OR CRUSTED STATE.

SEEDING ACCOMPLISHED OUTSIDE THE TIME PERIODS LISTED ABOVE WILL BE ALLOWED ONLY WHEN ORDERED BY THE OWNER OR THE REPRESENTATIVE OR WHEN THE CONTRACTOR'S REQUEST IS APPROVED IN WRITING. WHEN REQUESTED BY THE CONTRACTOR, THE CONTRACTOR MUST AGREE TO PERFORM THE FOLLOWING WORK AT NO COST TO THE OWNER: RESEED, REMULCH, AND REPAIR AREAS WHICH FAIL TO PRODUCE SPECIES AND COVERAGE INDICATED IN THE CONTRACT.

WEED MANAGEMENT

1. BEFORE SEEDING, REMOVE EXISTING WEEDS BY PULLING, TILLING UNDER, CUTTING WITH A STRING TRIMMER, AND APPLYING A GLYPHOSATE HERBICIDE OR BY A COMBINATION OF THESE METHODS. ONCE HERBICIDE IS ADDED, SEEDING MUST BE DELAYED PER THE TIME PERIOD DESCRIBED ON THE HERBICIDE LABEL. FOR ADDITIONAL WEED CONTROL AFTER SITE PREPARATION, THE AREA MAY BE IRRIGATED TO ENCOURAGE WEED GROWTH AND THEN SPRAYED WITH A HERBICIDE RATED AS SAFE FOR THE AREA. ONLY HERBICIDES RATED AS SAFE NEAR WATER SHALL BE USED NEAR WATER. IN HEAVILY WEEDDED AREAS, AN INTEGRATED NOXIOUS WEED PLAN SHALL BE PREPARED UNDER THE DIRECTION OF THE OWNER'S REPRESENTATIVE AND IMPLEMENTED.
2. ONCE THE SEEDS HAVE GERMINATED, FURTHER WEED CONTROL IS TYPICALLY NECESSARY. IF PRACTICAL, PULL ALL WEEDS AS SOON AS THEY CAN BE IDENTIFIED. OTHER SUCCESSFUL TECHNIQUES ARE SPOT-SPRAYING WITH AN APPROPRIATE HERBICIDE OR SELECTIVELY CUTTING WEEDS WITH A STRING TRIMMER. BE SURE TO REMOVE WEEDS BEFORE THEY RESEED.
3. ONCE ESTABLISHED, NATIVE SEED AREAS MAY BE MOWED TWICE A SEASON OR AS REQUIRED TO MINIMIZE WEED GROWTH. FURTHER MOWING ADJACENT TO ROADWAYS AND PARK AREAS MAY BE REQUIRED AS SEASONAL DROUGHT AND FIRE CONDITIONS MAY DICTATE.

ADDITIONAL WEED MANAGEMENT FOR MIXED GRASS/WILDFLOWER PLANTING

WEED MANAGEMENT IN THESE AREAS SHOULD BE DONE TO MINIMIZE INJURY TO GRASSES AND WILDFLOWERS. IN NEW SEEDED AREAS AVOID PULLING LARGE WEEDS AS IT CAN DISRUPT DESIRABLE SEEDLINGS. MOWING FREQUENTLY AT 6 INCHES IN HEIGHT HELPS KEEP WEEDS IN CHECK WHILE ALLOWING GRASSES AND WILDFLOWERS TO DEVELOP. A FLAIL MOWER IS RECOMMENDED IN LARGE AREAS FOR SHREDDING AND DISPERSING CLIPPINGS, AND STRING TRIMMERS ARE RECOMMENDED FOR SMALLER AREAS.

MOWING FREQUENCY SHOULD BE DETERMINED BY WEED HEIGHT AND FLOWERING. DURING THE 2ND AND 3RD YEAR, THE SITE CAN BE MOWED LESS FREQUENTLY DEPENDING ON WEED GROWTH. ALTHOUGH WEEDS SHOULD STILL BE SCOUTED. MOW TO 8 INCHES (8") WHEN WEEDS APPEAR TO BE CLOSE TO SETTING SEED.

[illegible]

GENERAL NOTES

1. LOCAL, STATE AND FEDERAL JURISDICTIONAL REQUIREMENTS, RESTRICTIONS OR PROCEDURES SHALL SUPERSEDE THESE PLANS, NOTES AND SPECIFICATIONS WHEN MORE STRINGENT. NOTIFY THE OWNER OR THEIR REPRESENTATIVE IF CONFLICTS OCCUR.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE SERVICES OF A QUALIFIED TESTING LABORATORY TO PERFORM ALL TESTING AS MAY BE REQUIRED TO COMPLETE THE WORK. TESTING RESULTS MUST BE SUBMITTED FOR ALL PHASES OF THIS PROJECT PER THE APPLICABLE GOVERNING AGENCIES REQUIREMENTS.
3. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL TRAFFIC CONTROL RESPONSIBILITIES WITH THE CLIENT OR THEIR REPRESENTATIVE FOR THEIR WORK AND OPERATIONS THAT OCCUR WITHIN THE PUBLIC RIGHT OF WAY, AS REQUIRED BY THE APPROPRIATE JURISDICTIONAL AGENCIES.
5. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE (1) SET OF "REDLINED" PRINTS OF THE CONSTRUCTION PLANS. THE "REDLINED" PRINTS SHALL BE KEPT CURRENT TO ACCURATELY REPRESENT THE DIMENSIONS AND LOCATIONS OF ALL WORK PERFORMED BY THE CONTRACTOR. THE CONTRACTOR MUST PRESENT THE "REDLINED" PRINTS TO THE ENGINEER (REDLAND) TIMELY UPON COMPLETION OF EACH PHASE OF THE WORK.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROMPTLY NOTIFYING THE CLIENT OR THEIR REPRESENTATIVE OF ANY PROBLEMS OR POTENTIAL PROBLEMS IN CONFORMING TO THE DESIGN LINE AND GRADE FOR ANY ELEMENT OF THE CONSTRUCTION. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROMPTLY NOTIFYING THE CLIENT OR THEIR REPRESENTATIVE OF SITE CONDITIONS THAT DIFFER FROM THOSE SHOWN ON THE APPROVED PLANS.
7. IN THE EVENT THE CONTRACTOR ALLOWS, AUTHORIZES, APPROVES OR CONSTRUCTS ITEMS THAT DIFFER FROM THE APPROVED PLANS, SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS, WITHOUT WRITTEN APPROVAL BY THE THE CLIENT OR THEIR REPRESENTATIVE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY LIABILITY ARISING FROM SUCH CHANGES.
8. THE CONTRACTOR SHALL PERFORM ALL WORK ACCORDING TO ALL CITY, COUNTY, STATE AND FEDERAL SAFETY AND HEALTH REGULATIONS. IN PARTICULAR, THE TRENCHING AND OPEN EXCAVATION OPERATIONS SHALL COMPLY WITH ALL CURRENT O.S.H.A. REGULATORY REQUIREMENTS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFEGUARDS, SAFETY DEVICES, PROTECTIVE EQUIPMENT, AND ANY OTHER NEEDED ACTION TO PROTECT THE LIFE, HEALTH AND SAFETY OF THE PUBLIC AND TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK COVERED BY THE CONTRACTOR.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE JOB SITE CONDITIONS THROUGHOUT THE DURATION OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROTECTION OF PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED ONLY TO WORKING HOURS. THE CONTRACTOR SHALL DEFEND INDEMNIFY AND HOLD THE CLIENT, THEIR REPRESENTATIVE AND THE GOVERNING JURISDICTION HARMLESS FOR ANY AND ALL LIABILITY, IN CONNECTION WITH THE PERFORMANCE OF WORK, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CLIENT, THEIR REPRESENTATIVE AND THE GOVERNING JURISDICTION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE, PASSABLE ACCESS TO PRIVATE PROPERTIES ADJACENT TO THE WORK THROUGHOUT THE PERIOD OF CONSTRUCTION.
12. THE TYPE, SIZE, LOCATION, AND NUMBER OF UNDERGROUND UTILITIES ARE APPROXIMATE WHERE SHOWN ON THE PLANS AND WERE TAKEN FROM RECORDS OF THE CONTROLLING AGENCIES AND/OR FROM MARKINGS IN THE FIELD BY AN AGENCY AND/OR UTILITY LOCATING CONTRACTOR. THE ENGINEER/LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THEIR COMPLETENESS OR ACCURACY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF THE WORK AND PARTICIPATE IN THE RESOLUTION OF ANY CONFLICTS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
13. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO FOR THE LOCATION OF UNDERGROUND GAS, ELECTRIC AND COMMUNICATION UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION (CALL 811 OR 1-800-922-1987). THE CONTRACTOR SHALL ALSO NOTIFY OTHER APPLICABLE UTILITY COMPANIES TO OBTAIN FIELD LOCATES OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
14. THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES TO COORDINATE SCHEDULES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND SHALL BE RESPONSIBLE FOR COORDINATION OF ALL NECESSARY UTILITY RELOCATIONS WITH THE APPROPRIATE UTILITY COMPANY.
15. TEMPORARY EROSION CONTROL MEASURES SHALL BE PROVIDED BY THE CONTRACTOR DURING CONSTRUCTION AS IDENTIFIED IN THE EROSION CONTROL AND/OR STORMWATER MANAGEMENT PLANS. MAINTENANCE OF ONSITE DRAINAGE AND EROSION CONTROL FACILITIES DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE REMOVAL OF TEMPORARY EROSION CONTROL MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. HOWEVER, REMOVALS SHALL NOT OCCUR UNTIL THE GOVERNING JURISDICTION HAS GIVEN APPROVAL TO REMOVE ANY OF THE MEASURES.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING NEARBY PUBLIC OR PRIVATE STREETS OF MUD AND DEBRIS, DUE TO CONSTRUCTION ACTIVITIES, ON A DAILY BASIS OR AS DIRECTED BY GOVERNING JURISDICTION PERSONNEL.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND/OR REPLACEMENT OF ANY DAMAGED EXISTING IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, PAVEMENT, CURB AND GUTTER, SIDEWALK, LANDSCAPING, IRRIGATION, SIGNAGE, STRIPING, AND UTILITIES.
18. ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH THE STATE OF COLORADO PERMITTING PROCESS FOR "STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY." FOR INFORMATION, CONTACT THE COLORADO DEPARTMENT OF HEALTH, WATER QUALITY CONTROL DIVISION, WQCD-PE-B2, 4300 CHERRY DRIVE SOUTH, DENVER, COLORADO, 80246-1530, ATTENTION: PERMITS AND ENFORCEMENT SECTION. PHONE (303) 692-3590.
19. IF DEWATERING IS TO BE USED TO INSTALL UTILITIES OR CONSTRUCT IMPROVEMENTS, A STATE CONSTRUCTION DEWATERING DISCHARGE PERMIT IS REQUIRED IF DISCHARGE IS INTO A STORM SEWER, CHANNEL, IRRIGATION DITCH, OR ANY WATERS OF THE UNITED STATES.
20. THE CONTRACTOR SHALL HAVE IN HIS POSSESSION AT ALL TIMES THE APPROPRIATE EDITION OF THE GOVERNING JURISDICTION DESIGN AND CONSTRUCTION STANDARDS, ONE SET OF APPROVED CONSTRUCTION PLANS, THE STORMWATER MANAGEMENT PLAN, AND ALL REQUIRED PERMITS.
21. THE CONTRACTOR SHALL PROVIDE AND IMPLEMENT A "TRAFFIC CONTROL PLAN" RELATED TO ALL CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ALL TRAFFIC CONTROL DEVICES, STRIPING, AND SIGNING SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
22. THE THE CLIENT, CONTRACTOR AND SUBCONTRACTOR SHOULD IMMEDIATELY NOTIFY THE CLIENT OR THEIR REPRESENTATIVE OF ANY CONDITIONS OF THE PROJECT THAT THEY BELIEVE DO NOT COMPLY WITH THE CURRENT STATE OF THE ADA AND/OR FHAA.



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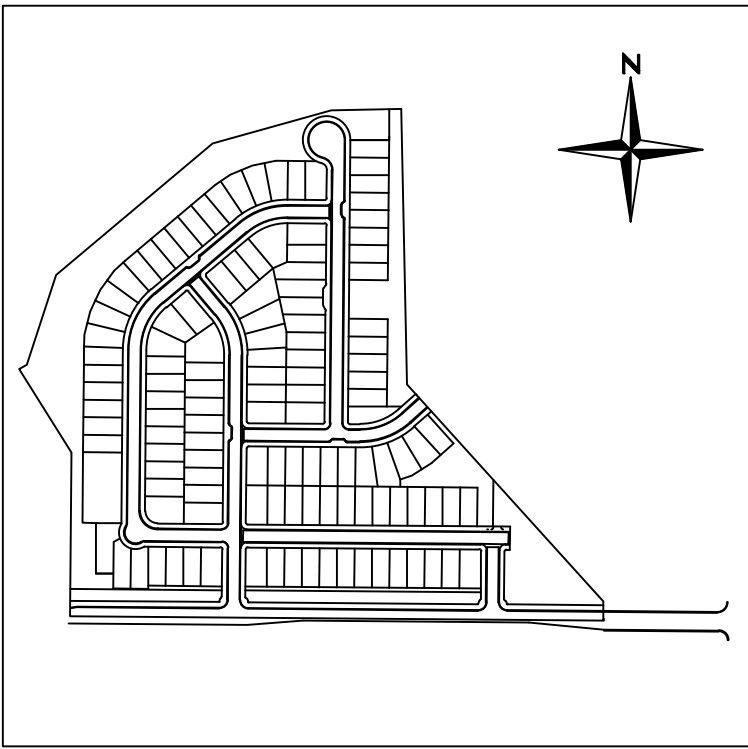
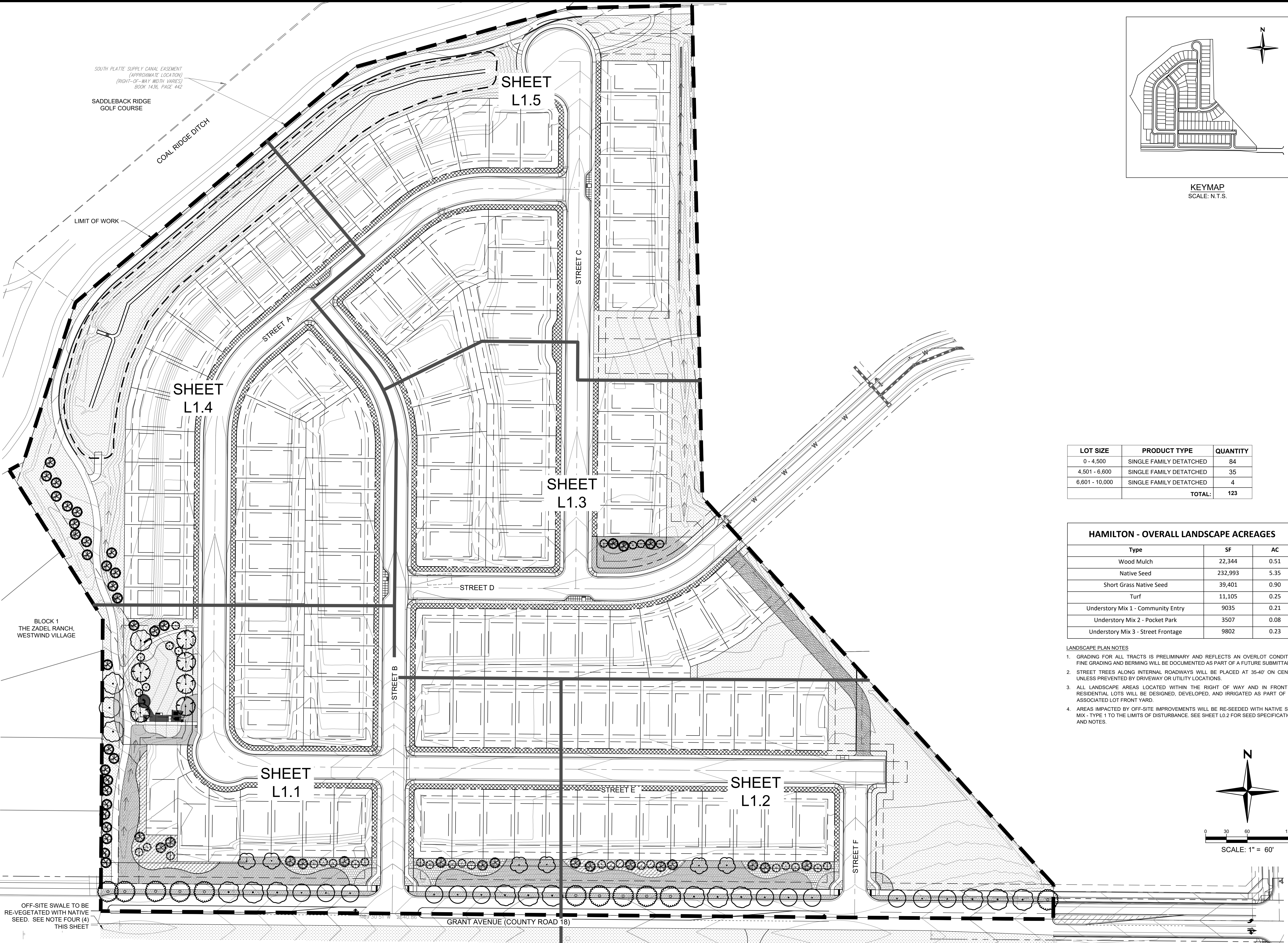
PROJECT NO. 22030.001		NOTES	
DATE	NO.	DATE	NO.
05/02/2024	1	1ST SUBMITTAL TO TOWN	
09/02/2024	2	2ND SUBMITTAL TO TOWN	
10/02/2024	3	3RD SUBMITTAL TO TOWN	
11/18/2024	4	4TH SUBMITTAL TO TOWN	

HAMILTON PARCEL
PRELIMINARY LANDSCAPE CONSTRUCTION PLANS
GENERAL NOTES

SHEET

L0.3

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KEYMAP
SCALE: N.T.S.

LOT SIZE	PRODUCT TYPE	QUANTITY
0 - 4,500	SINGLE FAMILY DETACHED	84
4,501 - 6,600	SINGLE FAMILY DETACHED	35
6,601 - 10,000	SINGLE FAMILY DETACHED	4
TOTAL:		123

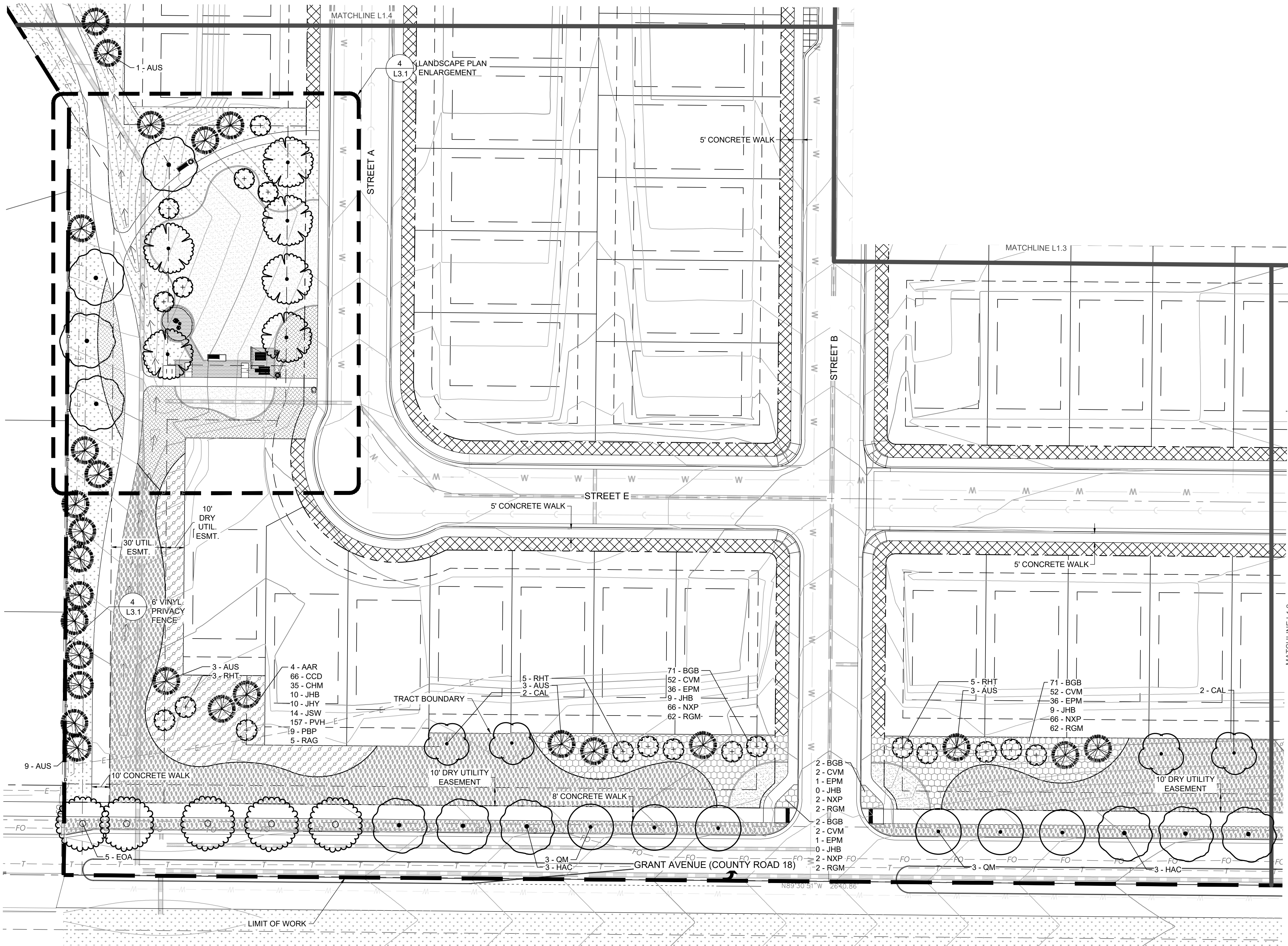
HAMILTON - OVERALL LANDSCAPE ACREAGES				
Type	SF	AC		
Wood Mulch	22,344	0.51		
Native Seed	232,993	5.35		
Short Grass Native Seed	39,401	0.90		
Turf	11,105	0.25		
Understory Mix 1 - Community Entry	9035	0.21		
Understory Mix 2 - Pocket Park	3507	0.08		
Understory Mix 3 - Street Frontage	9802	0.23		

- LANDSCAPE PLAN NOTES
1. GRADING FOR ALL TRACTS IS PRELIMINARY AND REFLECTS AN OVERLOT CONDITION. FINE GRADING AND BERMING WILL BE DOCUMENTED AS PART OF A FUTURE SUBMITTAL.
 2. STREET TREES ALONG INTERNAL ROADWAYS WILL BE PLACED AT 35'-40' ON CENTER UNLESS PREVENTED BY DRIVEWAY OR UTILITY LOCATIONS.
 3. ALL LANDSCAPE AREAS LOCATED WITHIN THE RIGHT OF WAY AND IN FRONT OF RESIDENTIAL LOTS WILL BE DESIGNED, DEVELOPED, AND IRRIGATED AS PART OF THE ASSOCIATED LOT FRONT YARD.
 4. AREAS IMPACTED BY OFF-SITE IMPROVEMENTS WILL BE RE-SEEDING WITH NATIVE SEED MIX - TYPE 1 TO THE LIMITS OF DISTURBANCE. SEE SHEET L0.2 FOR SEED SPECIFICATIONS AND NOTES.

NOT FOR
CONSTRUCTION

PROJECT NO.	22030.001	DATE	NO.	NOTES
05/08/2024	1	1ST SUBMITTAL TO TOWN		
08/08/2024	2	2ND SUBMITTAL TO TOWN		
10/08/2024	3	3RD SUBMITTAL TO TOWN		
11/18/2024	4	4TH SUBMITTAL TO TOWN		

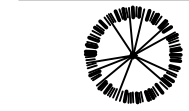
HAMILTON PARCEL
PRELIMINARY LANDSCAPE CONSTRUCTION PLANS
OVERALL LANDSCAPE PLAN



PLANT SCHEDULE L1.1

<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>MATURE HEIGHT</u>
<u>DECIDUOUS TREES</u>					
	CAL	4	Catalpa speciosa	Western Catalpa	40 - 65ft. ht.
	EOA	5	Quercus robur	English Oak	40 - 65ft. ht.
	HAC	6	Celtis occidentalis	Common Hackberry	40 - 65ft. ht.
	QM	6	Quercus macrocarpa	Burr Oak	> 65ft. ht.

EVERGREEN TREES



ORNAMENTAL TREES



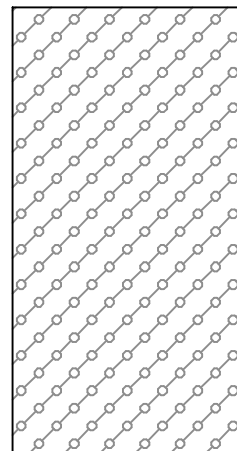
GROUND COVERS

	5,923 sf
BGB	146
CVM	108
EPM	74
JHB	18
NXP	136
RGM	128

ENTRY PLANTING

Bouteloua gracilis 'Blonde Ambition'
Coreopsis verticillata 'Moonbeam'
Echinacea purpurea 'Magnus'
Juniperus horizontalis 'Blue Chip'
Nepeta x 'Psfike'
Ribes alpinum 'Green Mound'

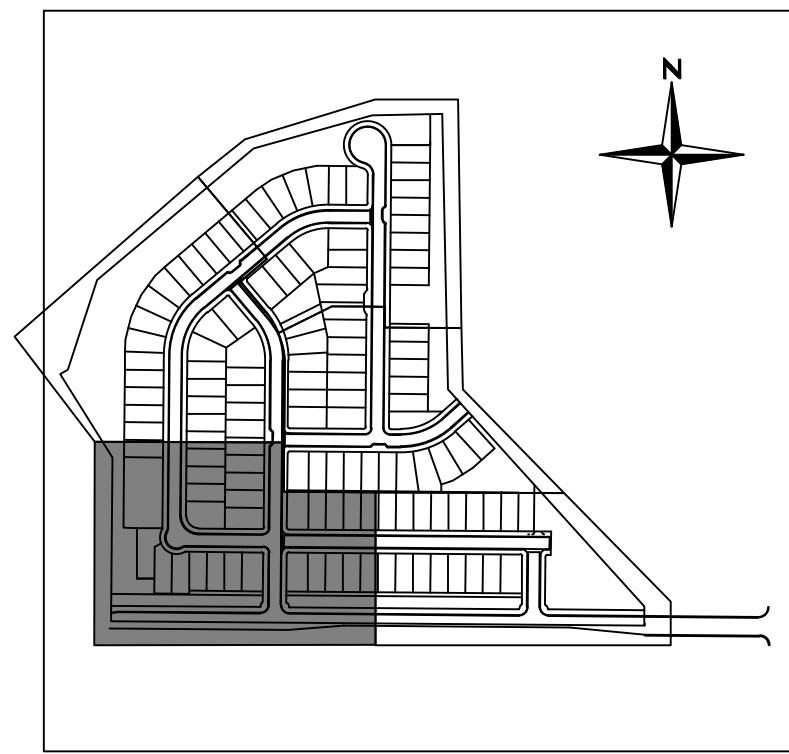
Austrian Pine	40 - 65ft. ht.
Russian Hawthorn	15 - 25ft. ht.
Blonde Ambition Blue Grama	18 - 36in. ht.
Moonbeam Tickseed	6 - 18in. ht.
Magnus Purple Coneflower	18 - 36in. ht.
Blue Chip Creeping Juniper	6 - 18in. ht.
Little Trudy® Catmint	6 - 18in. ht.
Green Mound Alpine Currant	18 - 36in. ht.



	17,510 sf
AAR	14
CCD	222
CHM	116
JHB	32
JHY	32
JSW	45
PVH	519
PBP	30
RAG	17

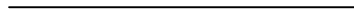
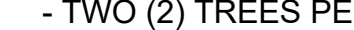
STREET FRONTAGE

Amelanchier alnifolia 'Regent'	Regent Serviceberry
Caryopteris x clandonensis 'Dark Knight'	Dark Knight Bluebeard
Chaenabatiaria millefolium	Fernbush
Juniperus horizontalis 'Blue Chip'	Blue Chip Creeping Juniper
Juniperus horizontalis 'Youngstown'	Youngstown Creeping Juniper
Juniperus scopulorum 'Wichita Blue'	Wichita Blue Juniper
Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass
Prunus besseyi 'P011S'	Pawnee Bitters® Sand Cherry
Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac



KEYMAP
SCALE: N.T.S.

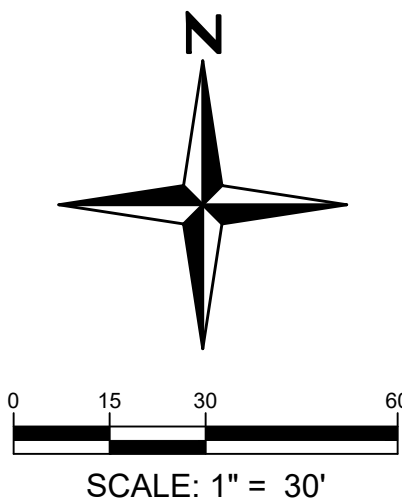
LEGEND

 R.O.W.
 LOT LINE
 EASEMENT LINE
 ROAD CENTERLINE
 STORM SEWER; SEE CIVIL
 SANITARY; SEE CIVIL
 WATER LINE; SEE CIVIL
 6" VINYL PRIVACY FENCE; SEE DETAIL 4/L/3.1
 THREE RAIL FENCE; SEE DETAIL 3/L/3.1
 LANDSCAPE EDGER; SEE DETAIL 1/L/3.1
 CONCRETE EDGER; SEE DETAIL 2/L/3.1
 LIMIT OF WORK
 NATIVE SEED TYPE 1
 NATIVE SEED TYPE 2;
 SHORT GRASS PRAIRIE MIX
 TURF SOD
 WOOD MULCH
 FRONT AND SIDE YARD RIGHT OF WAY
 LANDSCAPE PER DEVELOPER
 PICNIC TABLE; SEE DETAIL 4/L/3.2
 BENCH; SEE DETAIL 1/L/3.2
 GRILL; SEE DETAIL 6/L/3.2
 DOG WASTE STATION; SEE DETAIL 2/L/3.2
 LITTER RECEPTACLE; SEE DETAIL 3/L/3.2
 BIKE RACK; SEE DETAIL 7/L/3.2

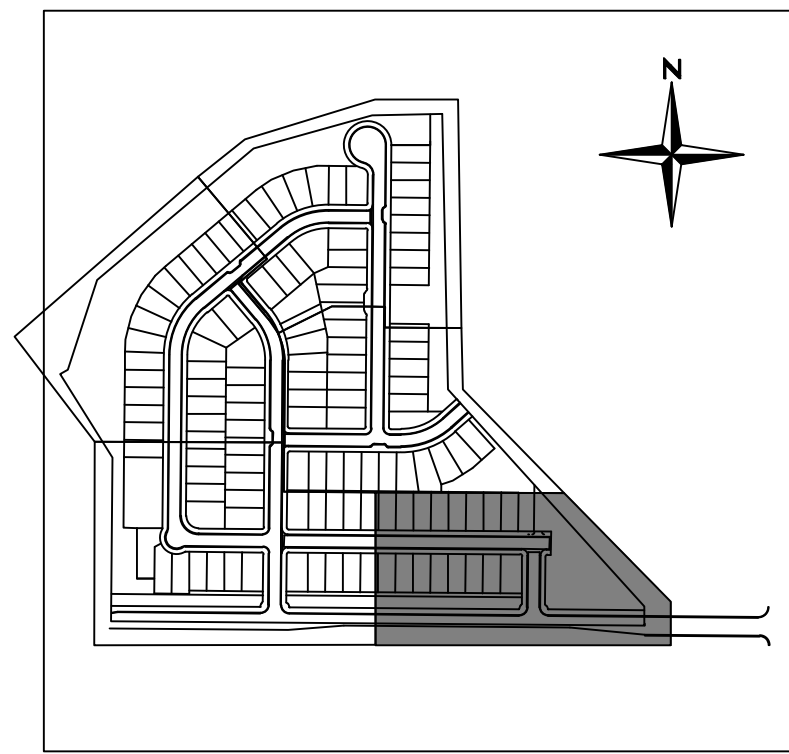
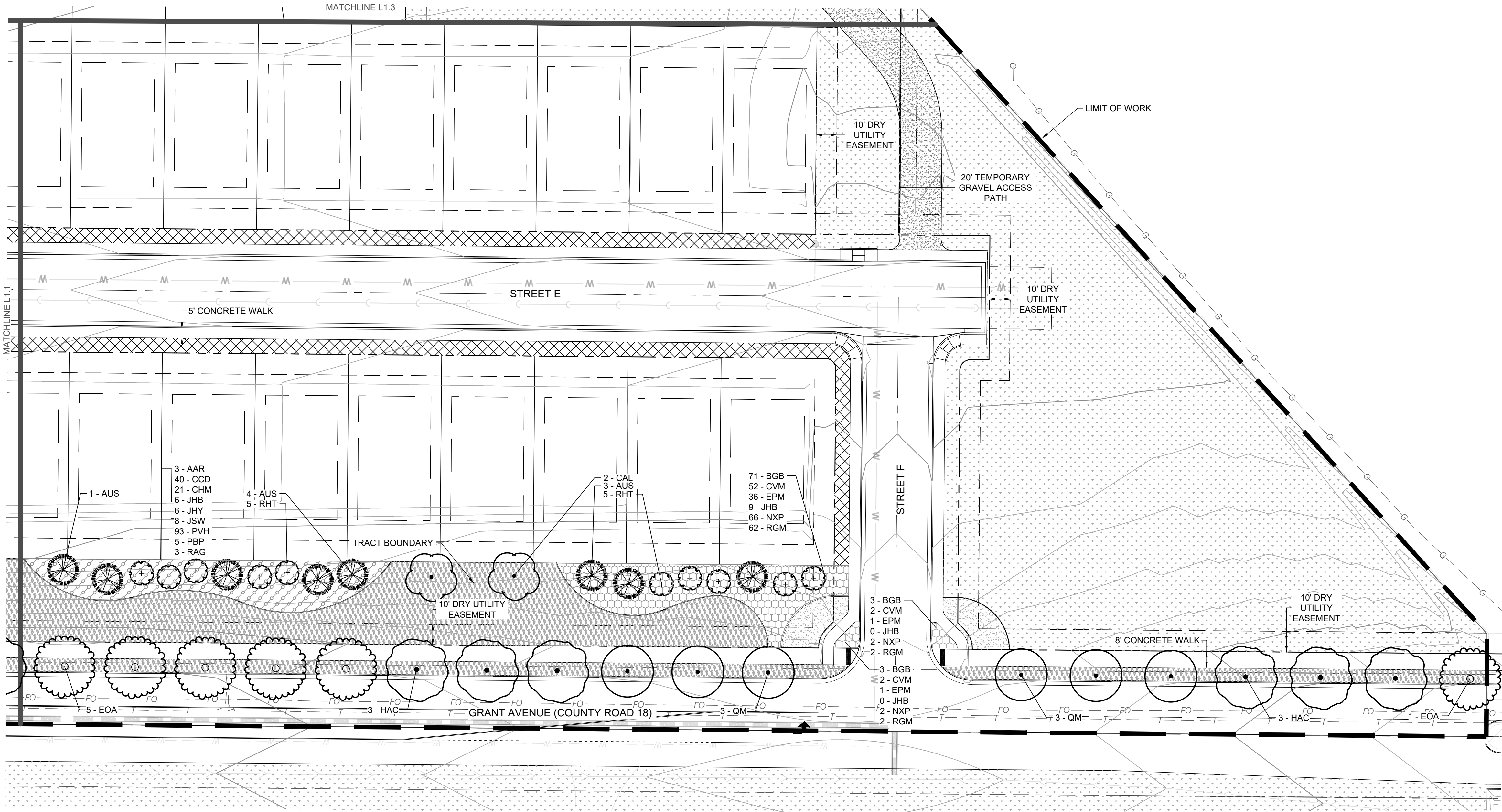
NOTES:
STREET TREES ALONG INTERNAL ROADWAYS SHALL BE INCORPORATED INTO THE FRONT YARD LANDSCAPE AND PROVIDED PER LOT AS FOLLOWS:

- ONE (1) TREE PER LOT 0-59' WIDE
- TWO (2) TREES PER LOT 60'+ WIDE

ALL STREET TREES SHALL BE PROVIDED WITHIN 10' FROM
BACK OF WALK.



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KEYMAP
SCALE: N.T.S.

LEGEND

	PROPERTY LINE
	R.O.W.
	LOT LINE
	EASEMENT LINE
	ROAD CENTERLINE
	STORM SEWER; SEE CIVIL
	SANITARY; SEE CIVIL
	WATER LINE; SEE CIVIL
	6' VINYL PRIVACY FENCE; SEE DETAIL 4/L3.1
	THREE RAIL FENCE; SEE DETAIL 3/L3.1
	LANDSCAPE EDGER; SEE DETAIL 1/L3.1
	CONCRETE EDGER; SEE DETAIL 2/L3.1
	LIMIT OF WORK
	NATIVE SEED TYPE 1
	NATIVE SEED TYPE 2:
	SHORT GRASS PRAIRIE MIX
	TURF SOD
	WOOD MULCH
	FRONT AND SIDE YARD RIGHT OF WAY
	LANDSCAPE PER DEVELOPER
	PICNIC TABLE; SEE DETAIL 4/L3.2
	BENCH; SEE DETAIL 1/L3.2
	GRILL; SEE DETAIL 6/L3.2
	DOG WASTE STATION; SEE DETAIL 2/L3.2
	LITTER RECEPTACLE; SEE DETAIL 3/L3.2
	BIKE RACK; SEE DETAIL 7/L3.2

NOTES:
STREET TREES ALONG INTERNAL ROADWAYS SHALL BE INCORPORATED INTO THE FRONT YARD LANDSCAPE AND PROVIDED PER LOT AS FOLLOWS:
- ONE (1) TREE PER LOT 0-59' WIDE
- TWO (2) TREES PER LOT 60'+ WIDE

ALL STREET TREES SHALL BE PROVIDED WITHIN 10' FROM BACK OF WALK.

PLANT SCHEDULE L1.2

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	MATURE WIDTH
DECIDUOUS TREES						
	CAL	2	Catalpa speciosa	Western Catalpa	40 - 65ft. ht.	25 - 40ft. w.
	EOA	6	Quercus robur	English Oak	40 - 65ft. ht.	40 - 65ft. w.
	HAC	6	Celtis occidentalis	Common Hackberry	40 - 65ft. ht.	40 - 65ft. w.
	QM	6	Quercus macrocarpa	Burr Oak	> 65ft. ht.	40 - 65ft. w.
EVERGREEN TREES						
	AUS	8	Pinus nigra	Austrian Pine	40 - 65ft. ht.	25 - 40ft. w.
ORNAMENTAL TREES						
	RHT	10	Crataegus ambigua	Russian Hawthorn	15 - 25ft. ht.	10 - ft. w.

GROUND COVERS

	BGB	75
	CVM	56
	EPM	38
	JHB	9
	NXP	70
	RGM	66
	AAR	3
	CCD	40
	CHM	21
	JHB	6
	JHY	6
	JSW	8
	PVH	93
	PBP	5
	RAG	3

ENTRY PLANTING

BGB	75	Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Blue Grama	18 - 36in. ht.	1 - 3ft. w.
CVM	56	Coreopsis verticillata 'Moonbeam'	Moonbeam Tickseed	6 - 18in. ht.	1 - 3ft. w.
EPM	38	Echinacea purpurea 'Magnus'	Magnus Purple Coneflower	18 - 36in. ht.	1 - 3ft. w.
JHB	9	Juniperus horizontalis 'Blue Chip'	Blue Chip Creeping Juniper	6 - 18in. ht.	6 - 10ft. w.
NXP	70	Nepeta x 'Psfike'	Little Trudy® Catmint	6 - 18in. ht.	1 - 3ft. w.
RGM	66	Ribes alpinum 'Green Mound'	Green Mound Alpine Currant	18 - 36in. ht.	1 - 3ft. w.

STREET FRONTAGE

AAR	3	Amelanchier alnifolia 'Regent'	Regent Serviceberry	3 - 6ft. ht.	3 - 6ft. w.
CCD	40	Caryopteris x clandonensis 'Dark Knight'	Dark Knight Bluebeard	18 - 6ft. ht.	1 - 3ft. w.
CHM	21	Chamaebatiaria millefolium	Fernbush	3 - 6ft. ht.	3 - 1ft. w.
JHB	6	Juniperus horizontalis 'Blue Chip'	Blue Chip Creeping Juniper	6 - 18in. ht.	6 - 10ft. w.
JHY	6	Juniperus horizontalis 'Youngstown'	Youngstown Creeping Juniper	6 - 18in. ht.	3 - 6ft. w.
JSW	8	Juniperus scopulorum 'Wichita Blue'	Wichita Blue Juniper	10 - 15ft. ht.	3 - 6ft. w.
PVH	93	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	3 - 6ft. ht.	1 - 3ft. w.
PBP	5	Prunus besseyi 'P011S'	Pawnee Buttes® Sand Cherry	18 - 36in. ht.	3 - 6ft. w.
RAG	3	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	3 - 6ft. ht.	3 - 6ft. w.

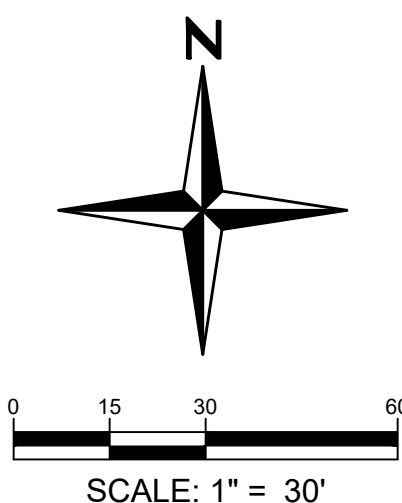
NOT FOR
CONSTRUCTION

PROJECT NO.	DATE	NO.	NOTES
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	05/08/2024	2	2ND SUBMITTAL TO TOWN
	10/08/2024	3	3RD SUBMITTAL TO TOWN
	11/18/2024	4	4TH SUBMITTAL TO TOWN

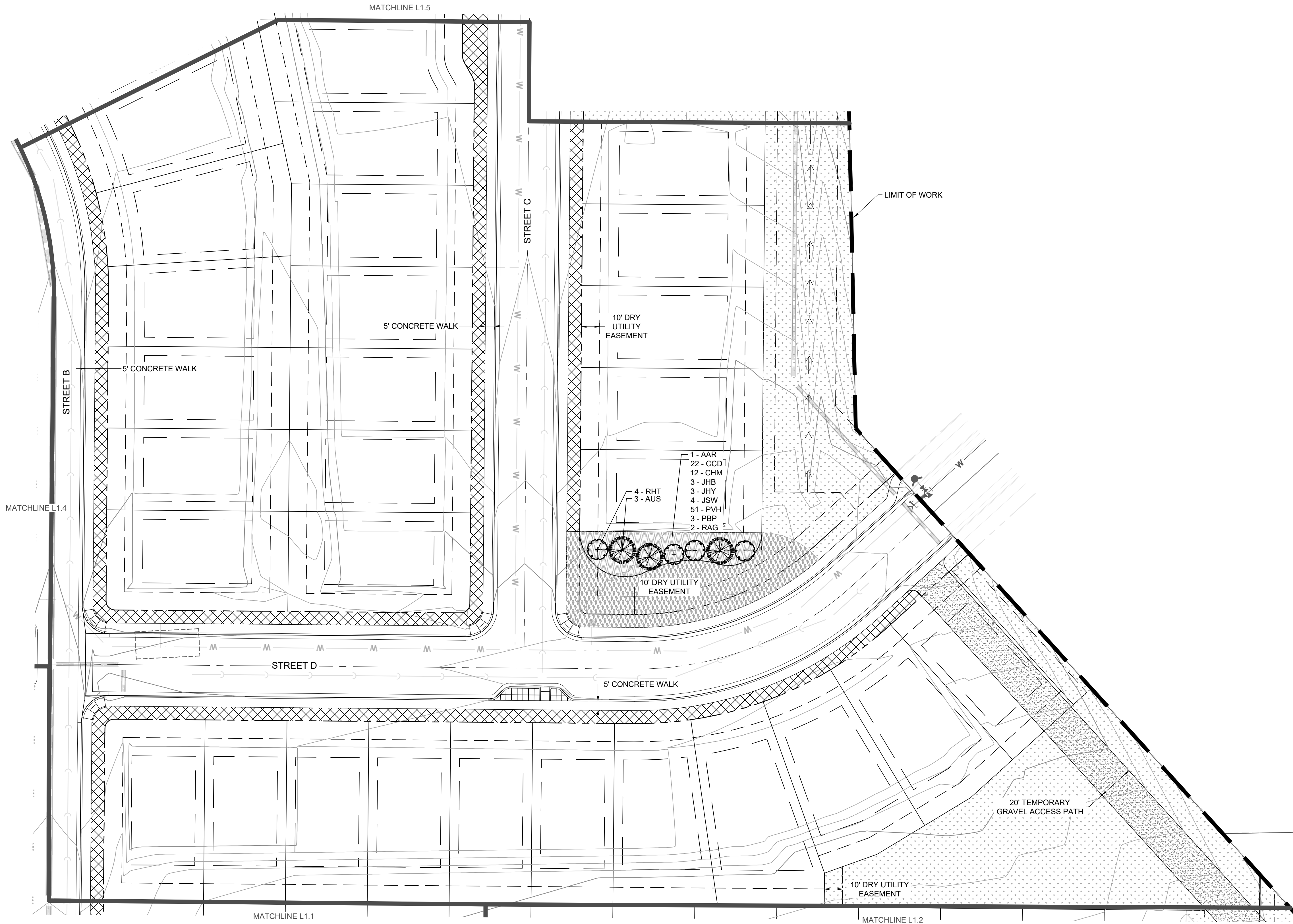
HAMILTON PARCEL PRELIMINARY LANDSCAPE CONSTRUCTION PLANS LANDSCAPE PLAN

SHEET

L1.2

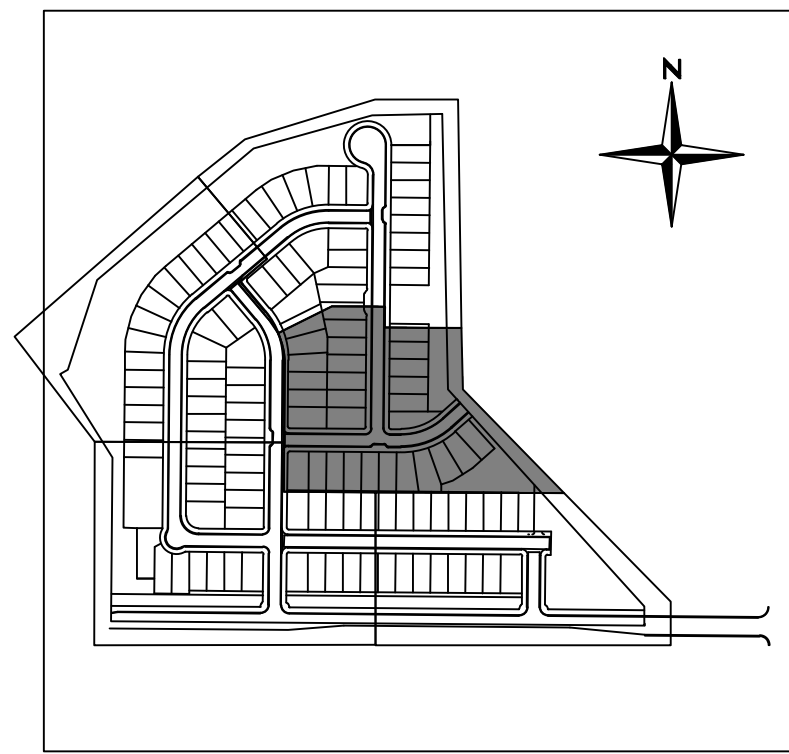


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PLANT SCHEDULE L1.3

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	MATURE WIDTH
EVERGREEN TREES						
	AUS	3	Pinus nigra	Austrian Pine	40 - 65ft. ht.	25 - 40ft. w.
ORNAMENTAL TREES						
	RHT	4	Crataegus ambigua	Russian Hawthorn	15 - 25ft. ht.	10 - ft. w.
GROUND COVERS						
		1,798 sf	STREET FRONTAGE			
	AAR	1	Amelanchier alnifolia 'Regent'	Regent Serviceberry	3 - 6ft. ht.	3 - 6ft. w.
	CCD	22	Caryopteris x clandonensis 'Dark Knight'	Dark Knight Bluebeard	18 - 6ft. ht.	1 - 3ft. w.
	CHM	12	Chamaebatiaria millefolium	Fernbush	3 - 6ft. ht.	3 - 1ft. w.
	JHB	3	Juniperus horizontalis 'Blue Chip'	Blue Chip Creeping Juniper	6 - 18in. ht.	6 - 10ft. w.
	JHY	3	Juniperus horizontalis 'Youngstown'	Youngstown Creeping Juniper	6 - 18in. ht.	3 - 6ft. w.
	JSW	4	Juniperus scopulorum 'Wichita Blue'	Wichita Blue Juniper	10 - 15ft. ht.	3 - 6ft. w.
	PVH	51	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	3 - 6ft. ht.	1 - 3ft. w.
	PBP	3	Prunus besseyi 'P011S'	Pawnee Buttes® Sand Cherry	18 - 36in. ht.	3 - 6ft. w.
	RAG	2	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	3 - 6ft. ht.	3 - 6ft. w.



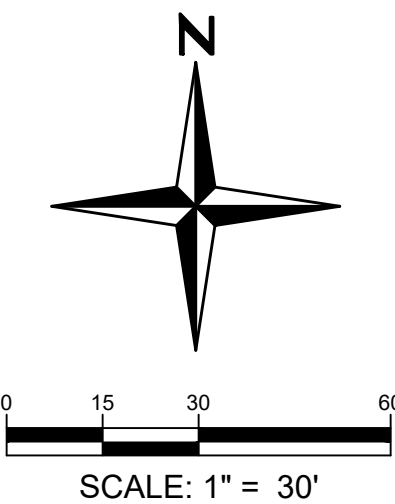
KEYMAP
SCALE: N.T.S.

LEGEND

	PROPERTY LINE
	R.O.W.
	LOT LINE
	EASEMENT LINE
	ROAD CENTERLINE
	STORM SEWER; SEE CIVIL
	SANITARY; SEE CIVIL
	WATER LINE; SEE CIVIL
	6' VINYL PRIVACY FENCE; SEE DETAIL 4/L3.1
	THREE RAIL FENCE; SEE DETAIL 3/L3.1
	LANDSCAPE EDGER; SEE DETAIL 1/L3.1
	CONCRETE EDGER; SEE DETAIL 2/L3.1
	LIMIT OF WORK
	NATIVE SEED TYPE 1
	NATIVE SEED TYPE 2; SHORT GRASS PRAIRIE MIX
	TURF SOD
	WOOD MULCH
	FRONT AND SIDE YARD RIGHT OF WAY LANDSCAPE PER DEVELOPER
	PICNIC TABLE; SEE DETAIL 4/L3.2
	BENCH; SEE DETAIL 1/L3.2
	GRILL; SEE DETAIL 6/L3.2
	DOG WASTE STATION; SEE DETAIL 2/L3.2
	LITTER RECEPTACLE; SEE DETAIL 3/L3.2
	BIKE RACK; SEE DETAIL 7/L3.2

NOTES:
STREET TREES ALONG INTERNAL ROADWAYS SHALL BE INCORPORATED INTO THE FRONT YARD LANDSCAPE AND PROVIDED PER LOT AS FOLLOWS:
- ONE (1) TREE PER LOT 0-59' WIDE
- TWO (2) TREES PER LOT 60'+ WIDE

ALL STREET TREES SHALL BE PROVIDED WITHIN 10' FROM BACK OF WALK.



HAMILTON PARCEL PRELIMINARY LANDSCAPE CONSTRUCTION PLANS LANDSCAPE PLAN

SHEET

L1.3

NOT FOR
CONSTRUCTION

NOTES

NO.

DATE

NOTES

PROJECT NO: 22030.001
DATE NO. NOTES
09/09/2024 1 1ST SUBMITTAL TO TOWN
09/09/2024 2 2ND SUBMITTAL TO TOWN
10/09/2024 3 3RD SUBMITTAL TO TOWN
11/18/2024 4 4TH SUBMITTAL TO TOWN

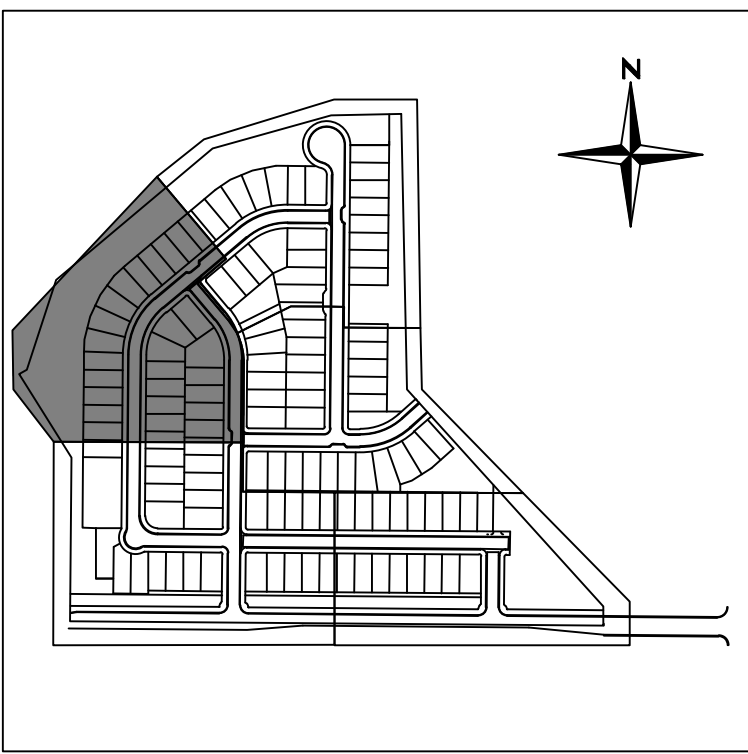
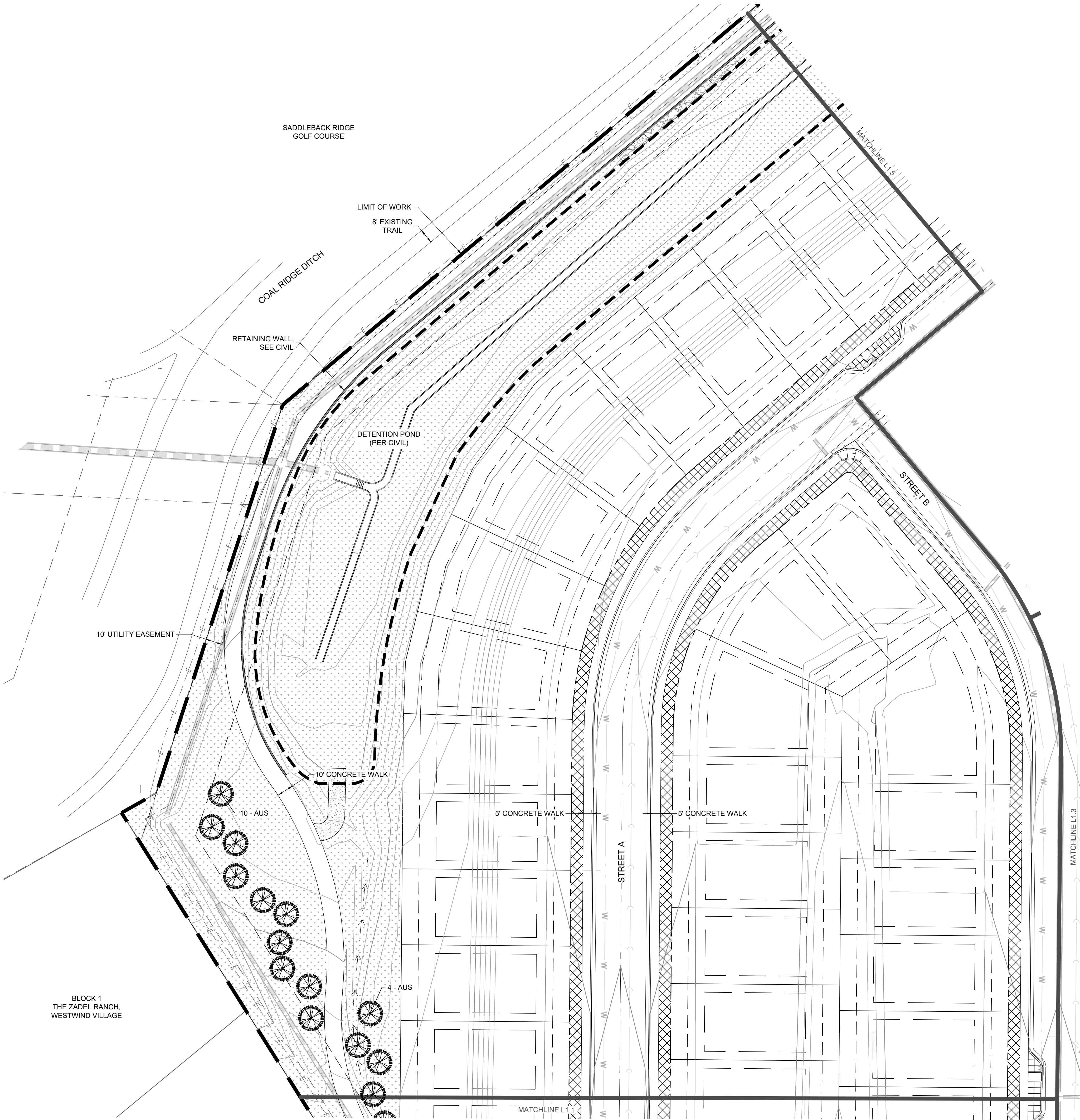
HAMILTON PARCEL
PRELIMINARY LANDSCAPE CONSTRUCTION PLANS
LANDSCAPE PLAN

SHEET

L1.3

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KEYMAP
SCALE: N.T.S.

LEGEND

	PROPERTY LINE
	R.O.W.
	LOT LINE
	EASEMENT LINE
	ROAD CENTERLINE
	STORM SEWER; SEE CIVIL
	SANITARY; SEE CIVIL
	WATER LINE; SEE CIVIL
	6' VINYL PRIVACY FENCE; SEE DETAIL 4/L3.1
	THREE RAIL FENCE; SEE DETAIL 3/L3.1
	LANDSCAPE EDGER; SEE DETAIL 1/L3.1
	CONCRETE EDGER; SEE DETAIL 2/L3.1
	LIMIT OF WORK
	NATIVE SEED TYPE 1
	NATIVE SEED TYPE 2; SHORT GRASS PRAIRIE MIX
	TURF SOD
	WOOD MULCH
	FRONT AND SIDE YARD RIGHT OF WAY LANDSCAPE PER DEVELOPER
	PICNIC TABLE; SEE DETAIL 4/L3.2
	BENCH; SEE DETAIL 1/L3.2
	GRILL; SEE DETAIL 6/L3.2
	DOG WASTE STATION; SEE DETAIL 2/L3.2
	LITTER RECEPTACLE; SEE DETAIL 3/L3.2
	BIKE RACK; SEE DETAIL 7/L3.2

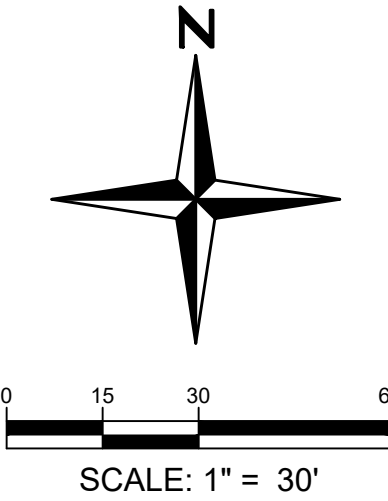
NOTES:
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- TWO (2) TREES PER LOT 60'+ WIDE

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PLANT SCHEDULE L1.4

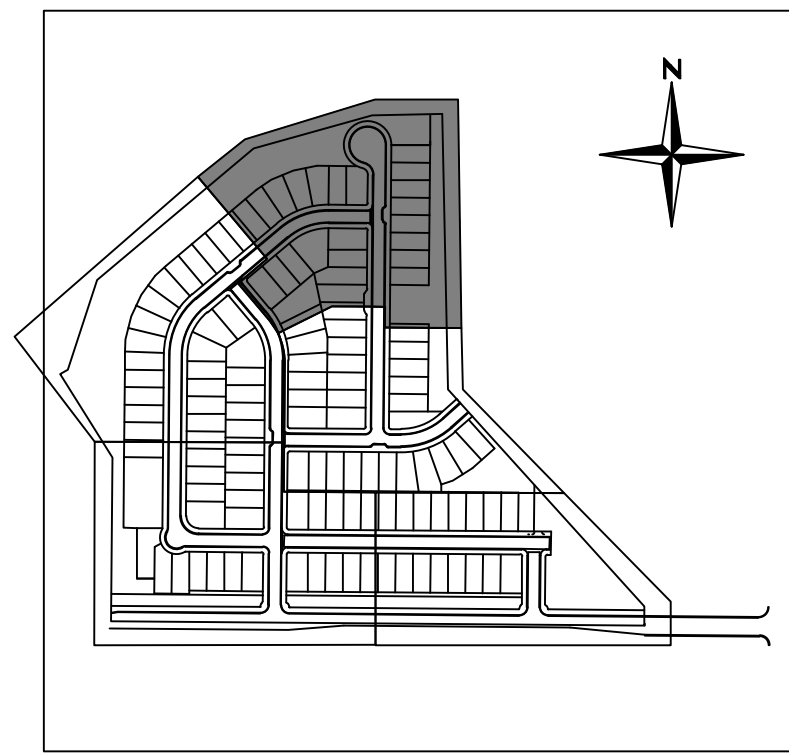
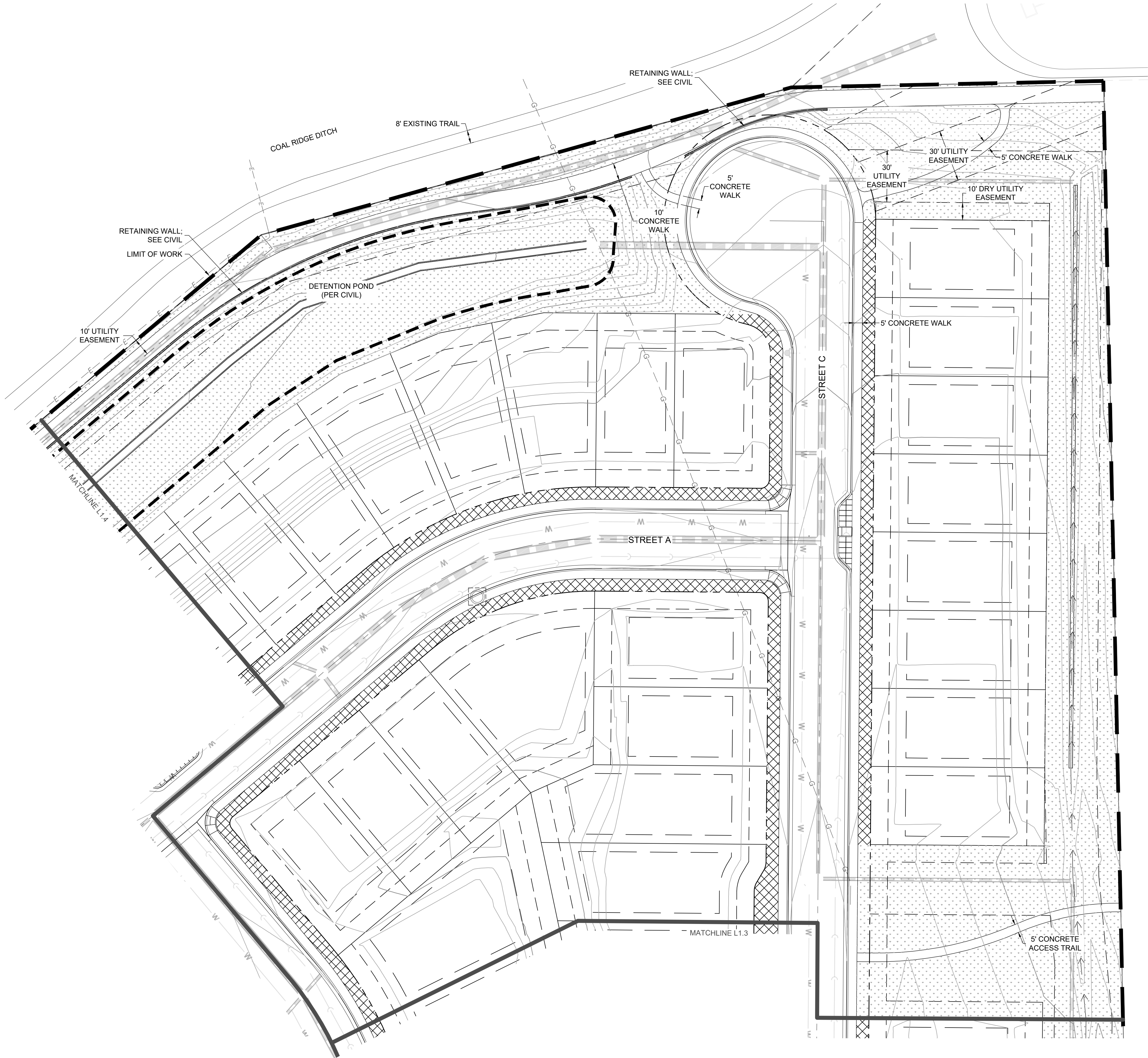
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	MATURE WIDTH
	AUS	14	Pinus nigra	Austrian Pine	40 - 65ft. ht.	25 - 40ft. w.

EVERGREEN TREES



PROJECT NO.	DATE	NO.	NOTES
22030.001	09/09/2024	1	1ST SUBMITTAL TO TOWN
	09/09/2024	2	2ND SUBMITTAL TO TOWN
	10/08/2024	3	3RD SUBMITTAL TO TOWN
	11/18/2024	4	4TH SUBMITTAL TO TOWN

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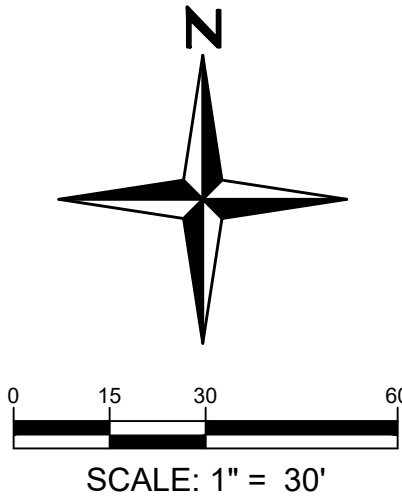


LEGEND

	PROPERTY LINE
	R.O.W.
	LOT LINE
	EASEMENT LINE
	ROAD CENTERLINE
	STORM SEWER; SEE CIVIL
	SANITARY; SEE CIVIL
	WATER LINE; SEE CIVIL
	6" VINYL PRIVACY FENCE; SEE DETAIL 4/L3.1
	THREE RAIL FENCE; SEE DETAIL 3/L3.1
	LANDSCAPE EDGER; SEE DETAIL 1/L3.1
	CONCRETE EDGER; SEE DETAIL 2/L3.1
	LIMIT OF WORK
	NATIVE SEED TYPE 1
	NATIVE SEED TYPE 2; SHORT GRASS PRAIRIE MIX
	TURF SOD
	WOOD MULCH
	FRONT AND SIDE YARD RIGHT OF WAY LANDSCAPE PER DEVELOPER
	PICNIC TABLE; SEE DETAIL 4/L3.2
	BENCH; SEE DETAIL 1/L3.2
	GRILL; SEE DETAIL 6/L3.2
	DOG WASTE STATION; SEE DETAIL 2/L3.2
	LITTER RECEPTACLE; SEE DETAIL 3/L3.2
	BIKE RACK; SEE DETAIL 7/L3.2

NOTES:
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HAMILTON PARCEL PRELIMINARY LANDSCAPE CONSTRUCTION PLANS LANDSCAPE PLAN

SHEET

L1.5

NOT FOR
CONSTRUCTION

NOTES

DATE

NO.

NOTES

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HAMILTON PARCEL
PRELIMINARY LANDSCAPE CONSTRUCTION PLANS
LANDSCAPE PLAN

SHEET

L1.5

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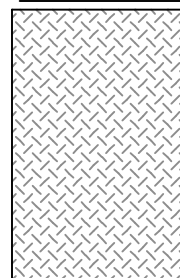
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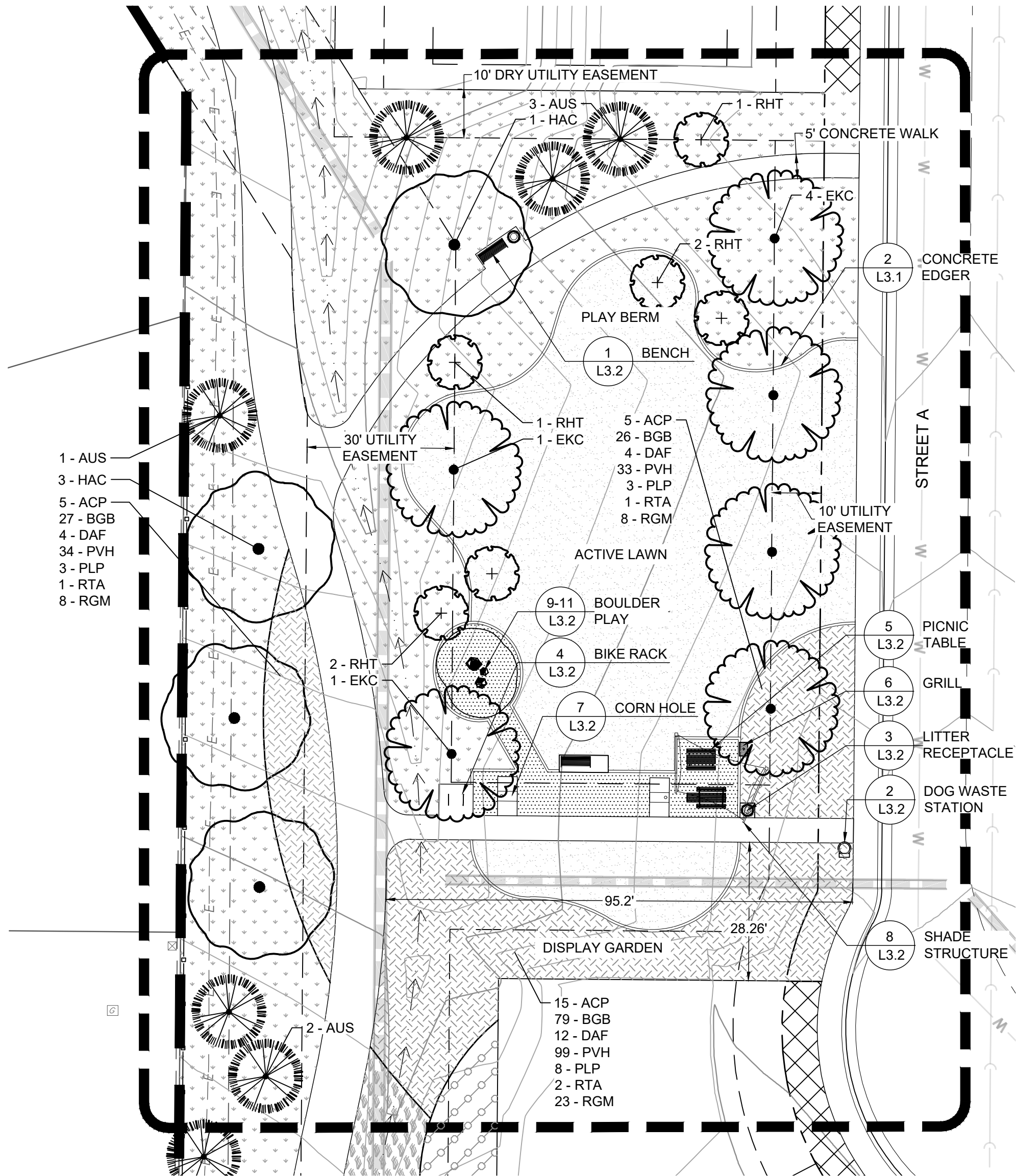
Land Planning
Civil Engineering

Landscape Architecture
Construction Management

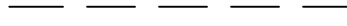
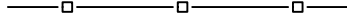
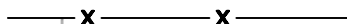
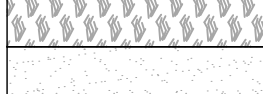
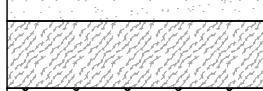
POCKET PARK DESIGN STANDARDS			
LIST	ITEM	REQUIRED	PROVIDED
A - Infrastructure	Benches	2	2
	Bicycle Racks	4 Bikes	4
	Dog Pickup Station	1	1
	ID Sign	1	1
	Individual Shelter with 2 Picnic Tables	1	1
	Irrigation	Yes	Yes
	Open Turf Area	3,000 SF	8,890 SF
	Sidewalk (ADA Accessible)	Yes	Yes
	Trash Recepticals	2	2
	Planting	5 Deciduous Trees	10
		3 Ornamental Trees	6
		2 Evergreen Trees	4
		20 Shrubs	40
		24 Perennials	48
		3 Ornamental Grasses	6
B - Pre Selected Components (2 Required)	Display Garden		Yes
	Natural Area	Min. size 5,000 SF	6,330 SF
C - Components of Choice (3 Required)	Boulder Play Area		Yes
	Open Turf Play Berm	Min. 3' Height	Yes
	Equivalent Component	Cornhole	1
D - Comfort and Convenience (2 Required)	BBQ Grills	Min. 1 per every 2 tables	1
	Landscaping	Double List A	Yes

PLANT SCHEDULE PARK ENLARGEMENT

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	
DECIDUOUS TREES							
	EKC	6	Gymnocladus dioicus 'Espresso'	Espresso Kentucky Coffee Tree	2" Cal.	B&B	
	HAC	4	Celtis occidentalis	Common Hackberry	2" Cal.	B&B	
EVERGREEN TREES							
	AUS	6	Pinus nigra	Austrian Pine	6' Ht.	B&B	
ORNAMENTAL TREES							
	RHT	6	Crataegus ambigua	Russian Hawthorn	1.5" Cal.	B&B	
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING
GROUND COVERS							
		3,973 sf	PARK PLANTING				
	ACP	25	Arctostaphylos x coloradensis 'Panchito'	Panchito Manzanita	#5	Pot	15% @ 60" o.c.
	BGB	132	Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Blue Grama	#1	Pot	20% @ 30" o.c.
	DAF	20	Dasiphora floribunda	Shrubby Cinquefoil	#5	Pot	12% @ 60" o.c.
	PVH	166	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	#1	Pot	16% @ 24" o.c.
	PLP	14	Philadelphus lewisii 'PWY01S'	Cheyenne® Mock Orange	#5	Pot	15% @ 84" o.c.
	RTA	4	Rhus trilobata 'Autumn Amber'	Autumn Amber Sumac	#5	Pot	7% @ 108" o.c.
	RGM	39	Ribes alpinum 'Green Mound'	Green Mound Alpine Currant	#5	Pot	15% @ 48" o.c.

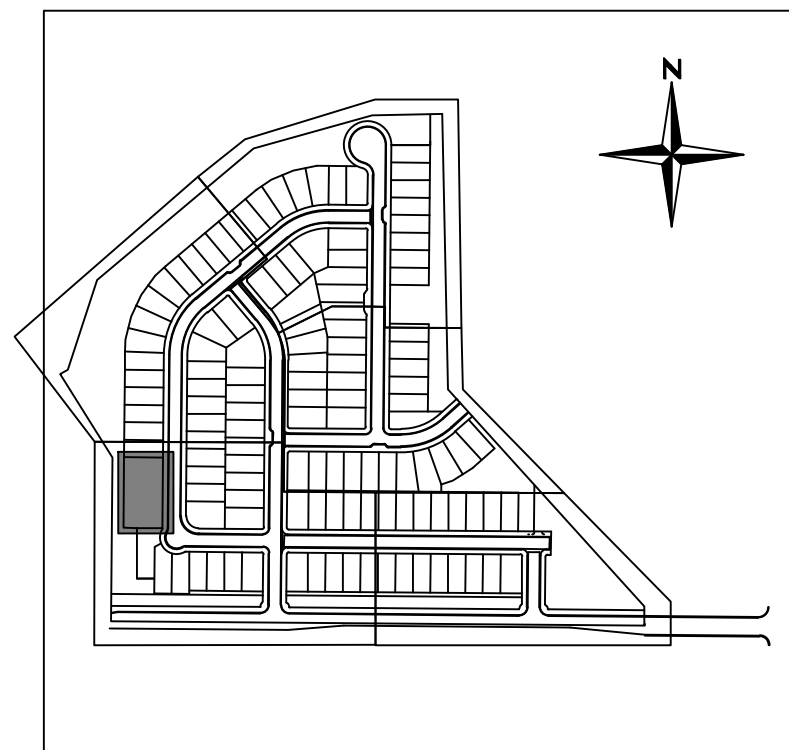


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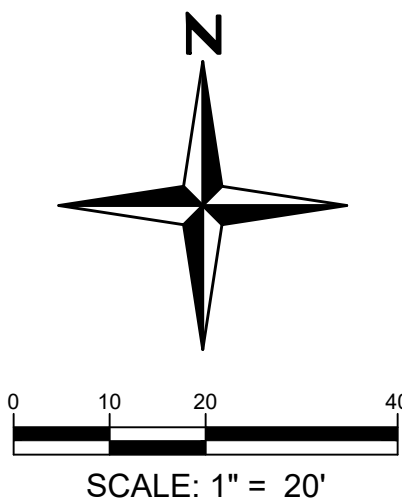
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	CONCRETE EDGER; SEE DETAIL 2/L3.1
	LIMIT OF WORK
	NATIVE SEED TYPE 1
	NATIVE SEED TYPE 2 - SHORT GRASS PRAIRIE MIX
	TURF SOD
	WOOD MULCH
	FRONT AND SIDE YARD RIGHT OF WAY LANDSCAPE PER DEVELOPER
	PICNIC TABLE; SEE DETAIL 4/L3.2
	BENCH; SEE DETAIL 1/L3.2
	GRILL; SEE DETAIL 6/L3.2
	DOG WASTE STATION; SEE DETAIL 2/L3.2
	LITTER RECEPTACLE; SEE DETAIL 3/L3.2
	BIKE RACK; SEE DETAIL 7/L3.2

NOTES:
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KEYMAP
SCALE: N.T.S.



HAMILTON PARCEL
PRELIMINARY LANDSCAPE CONSTRUCTION PLANS
LANDSCAPE PLAN ENLARGEMENT

SHEET

L2.1

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PROJECT NO.	22030.001	DATE	NO.	NOTES
		05/08/2024	1	1ST SUBMITTAL TO TOWN
		08/08/2024	2	2ND SUBMITTAL TO TOWN
		10/08/2024	3	3RD SUBMITTAL TO TOWN
		11/18/2024	4	4TH SUBMITTAL TO TOWN

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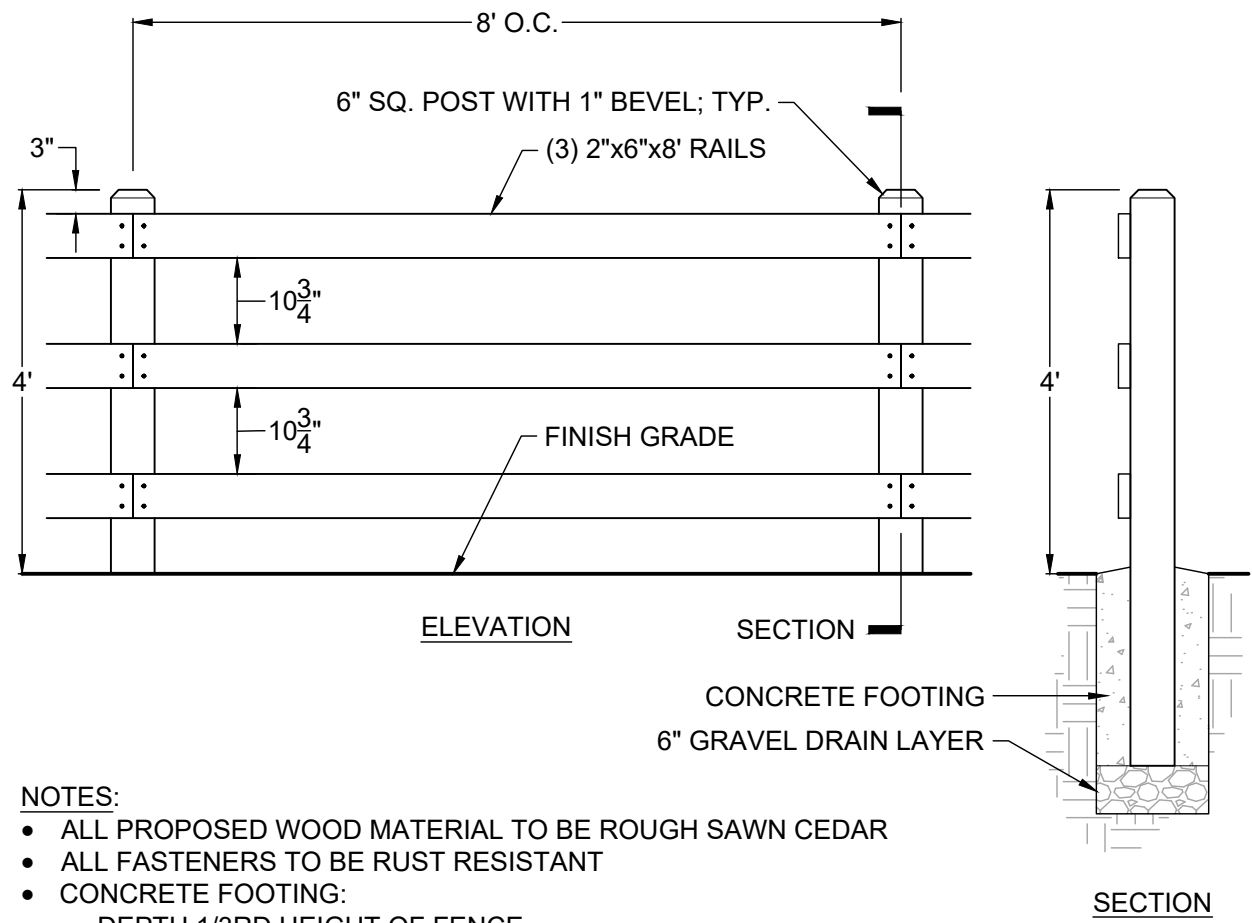
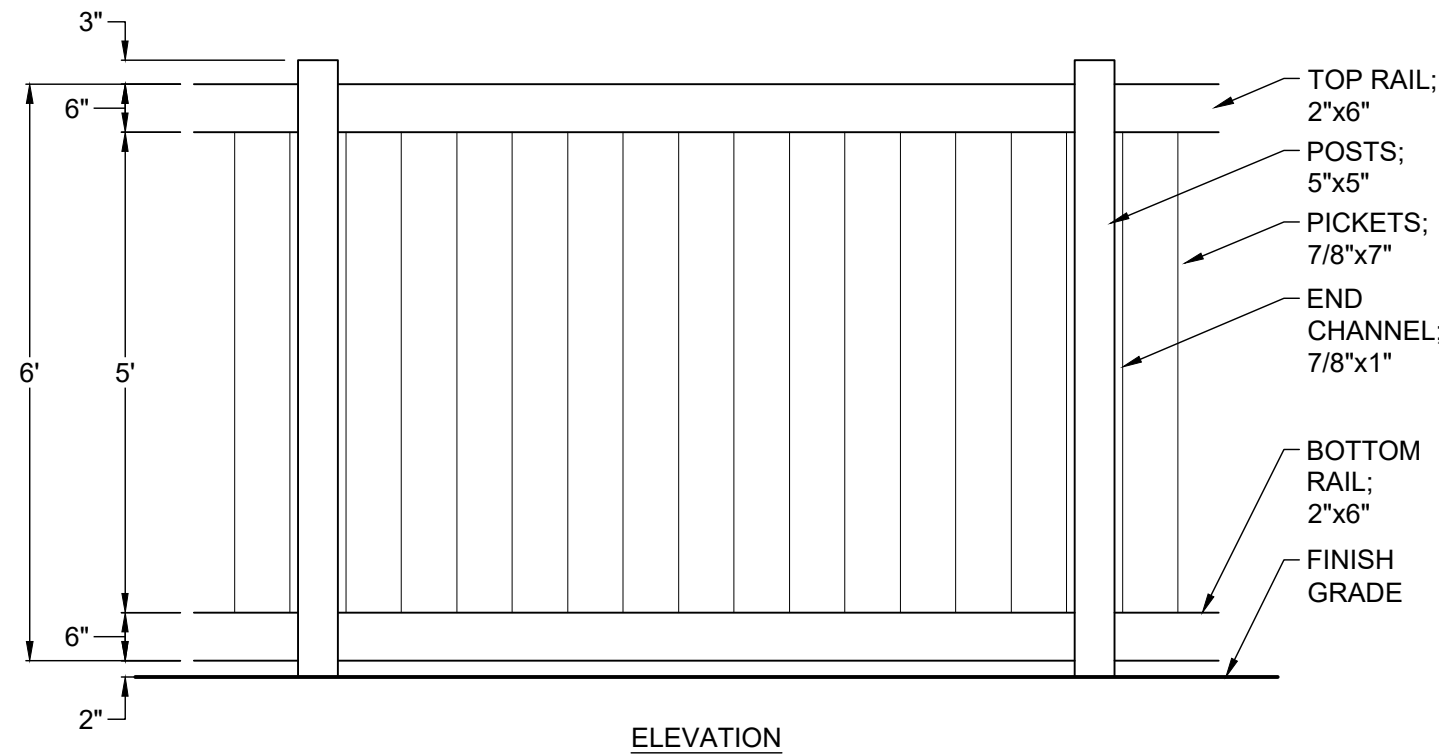
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- PREFABRICATED VINYL FENCE:
- MANUFACTURER: BUFFTECH
 - MODEL: CHESTERFIELD CERTA-GRAIN TEXTURE
 - COLOR: ARCTIC BLEND
 - CONCRETE FOOTING:
DEPTH PER MANUFACTURER, WIDTH 3x POST SIZE

- GENERAL NOTES:
- SEE MANUFACTURER'S DETAILS AND SPECIFICATIONS FOR DIMENSIONS AND ASSEMBLY INSTRUCTIONS.
 - SLOPE ALL FOOTINGS TO DRAIN

4 6' HEIGHT VINYL FENCE

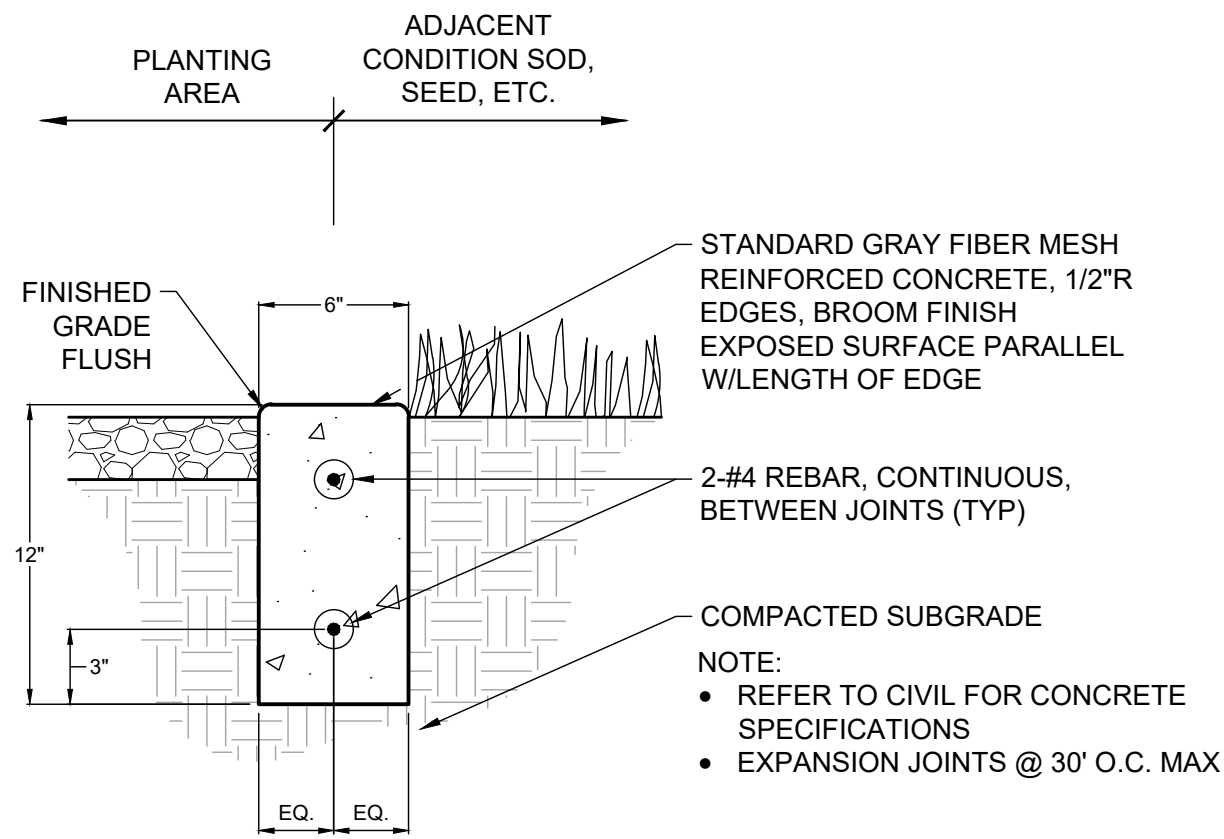
SCALE: 1/2" = 1'-0"



- NOTES:
- ALL PROPOSED WOOD MATERIAL TO BE ROUGH SAWN CEDAR
 - ALL FASTENERS TO BE RUST RESISTANT
 - CONCRETE FOOTING:
DEPTH 1/3RD HEIGHT OF FENCE
WIDTH 3x POST SIZE
 - SLOPE CONCRETE FOOTING TO DRAIN

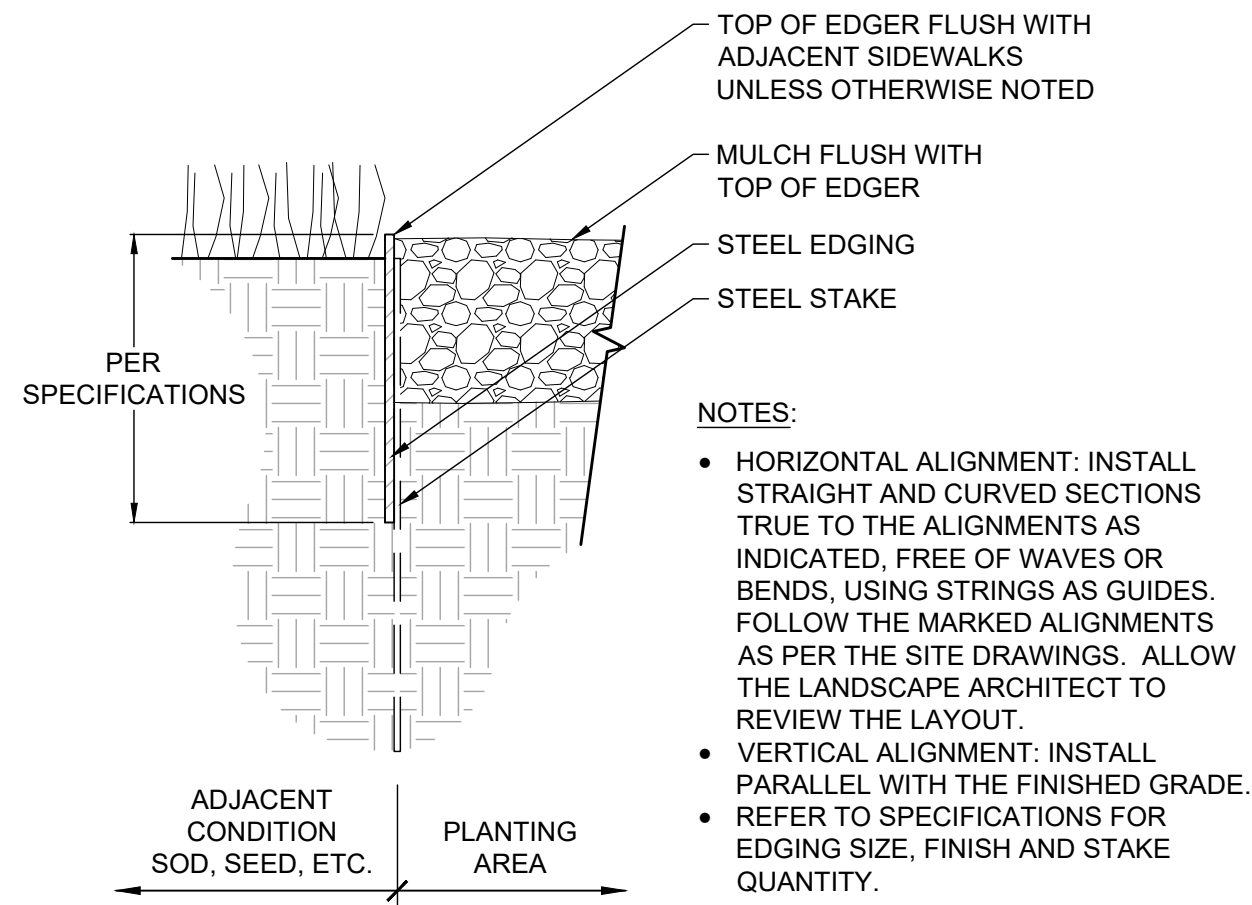
3 3-RAIL FENCE

SCALE: 1/2" = 1'-0"



2 CONCRETE EDGER

SCALE: 1 1/2"=1'-0"



1 LANDSCAPE EDGER

SCALE: 3"=1'-0"

HAMILTON PARCEL PRELIMINARY LANDSCAPE CONSTRUCTION PLANS HARDSCAPE DETAILS

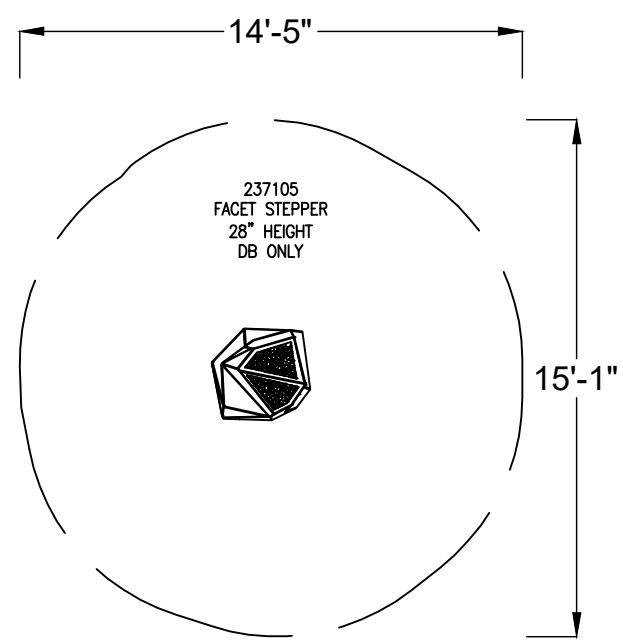
SHEET

L3.1

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CONSTRUCTION

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22030.001			
05/02/2024	1	1ST SUBMITTAL TO TOWN	
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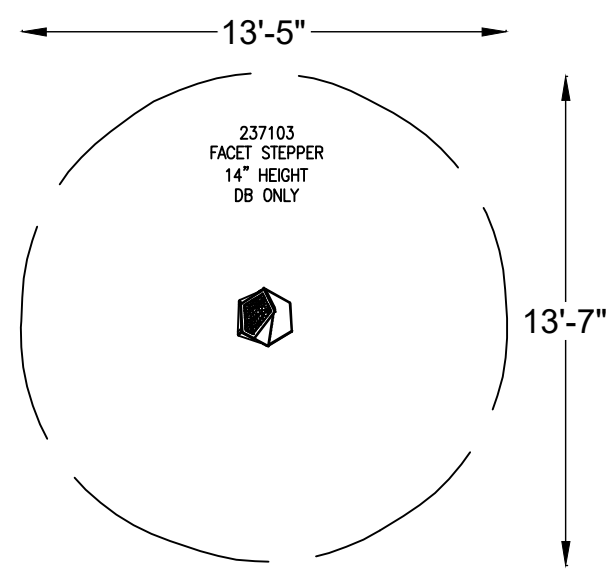
I:\2022\22030 - Hamilton Parcel\CADD\Sheet Sets\22030 - Hamilton CDs\22030 - LA DETAILS.dwg tab: SITE FURNISHING DETAILS Nov 14, 2024 - 3:25pm jconnor



Freestanding Play
(2-12 years)
Max Fall Height: 28 inches
TOTAL SQUARE FOOTAGE
168 SQ FT

11 FACET STEPPER 28"

SCALE: NTS



Freestanding Play
(2-12 years)
Max Fall Height: 14 inches
TOTAL SQUARE FOOTAGE
148 SQ FT

9 FACET STEPPER 14"

SCALE: NTS



MANUFACTURER: LITTLE TIKES COMMERCIAL
MODEL: COVERED GRILL
COLOR: BLACK
MOUNTING: PER MANUFACTURER SPECIFICATIONS

6 GRILL

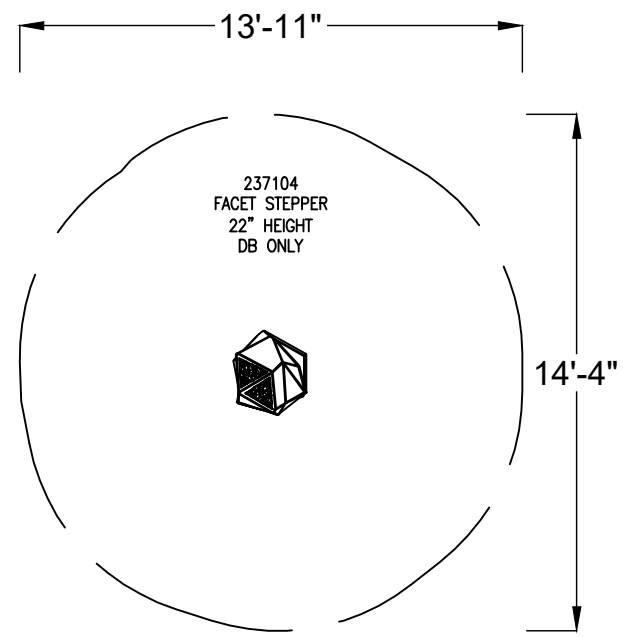
SCALE: NTS



MANUFACTURER: LANDSCAPE FORMS, INC.
MODEL: SCARBOROUGH LITTER, SIDE
OPENING, VERTICAL STRAP, SINGLE USE,
TWO STANDARD OPENINGS
COLOR: TBD
SURFACE MOUNT: (4) Ø7/16 MOUNTING
HOLES, NON-CORROSIVE ANCHORING
HARDWARE SUPPLIED BY OTHERS

3 LITTER RECEPTACLE

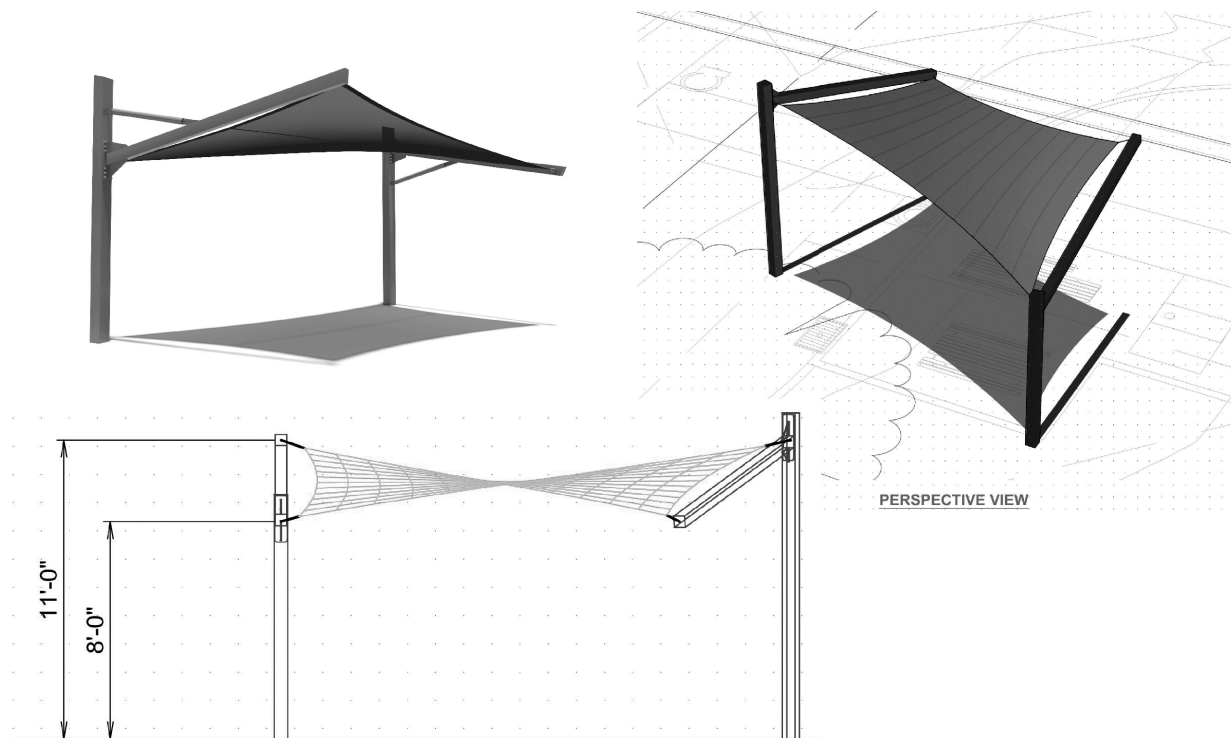
SCALE: NTS



Freestanding Play
(2-12 years)
Max Fall Height: 22 inches
TOTAL SQUARE FOOTAGE
158 SQ FT

10 FACET STEPPER 22"

SCALE: NTS



MANUFACTURER: USA SHADE
MODEL: CANTILEVER HYPAR SAIL (12'X20')
COLOR: SUPPORT POST (GRAY); SAIL (SKY BLUE)
MANUFACTURER'S REPRESENTATIVE: RECREATION PLUS
CONTACT: MOLLY HOOTSTEIN, (303) 278-1455
NOTE: THE SHADE SAIL FABRIC IS NOT RATED FOR HEAVY SNOW LOADS. FABRIC SHALL
ONLY BE IN PLACE DURING THE SUMMER MONTHS.

8 SHADE STRUCTURE

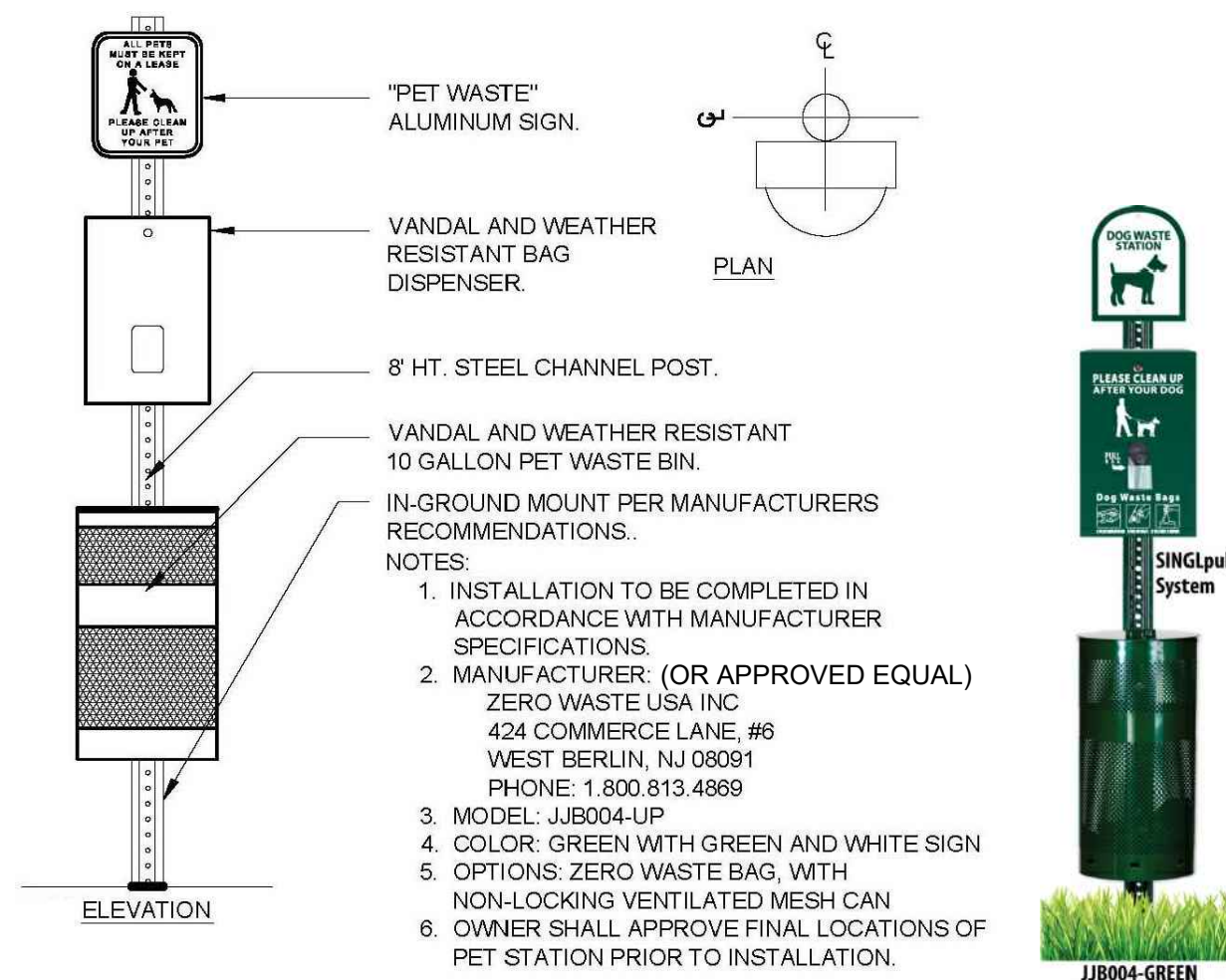
SCALE: NTS



MANUFACTURER: KEYSTONE RIDGE DESIGNS
MODEL: BREAKWATER PICNIC TABLE & BREAKWATER ADA PICNIC TABLE
TYPE: BWB-6 (6)
COLOR: BLACK
SURFACE MOUNT: (4) Ø 3/8 [10] NON-CORROSIVE BOLTS RECOMMENDED FOR ANCHORING,
PROVIDED BY OTHERS.

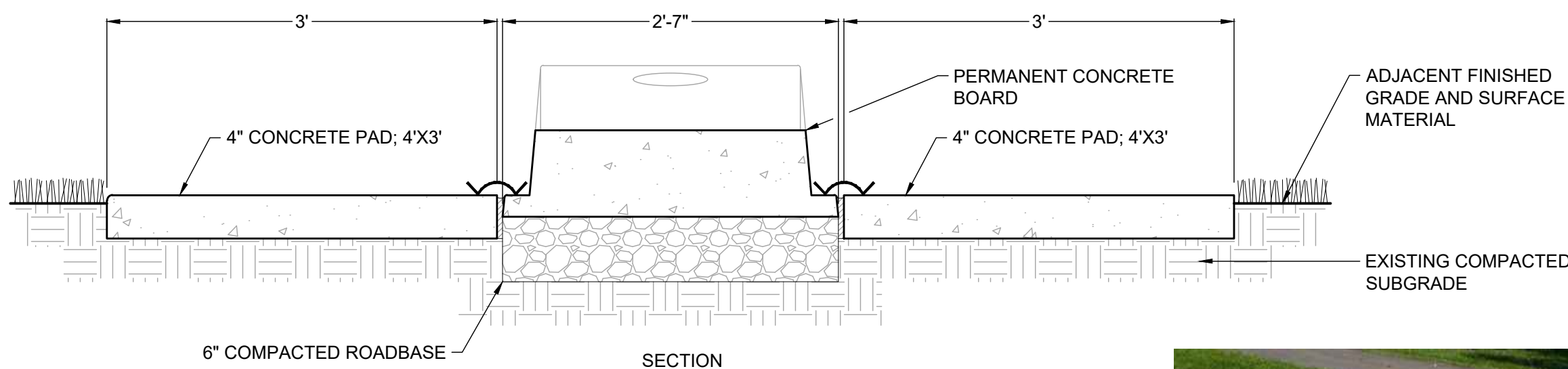
5 PICNIC TABLE

SCALE: NTS



2 DOG WASTE STATION

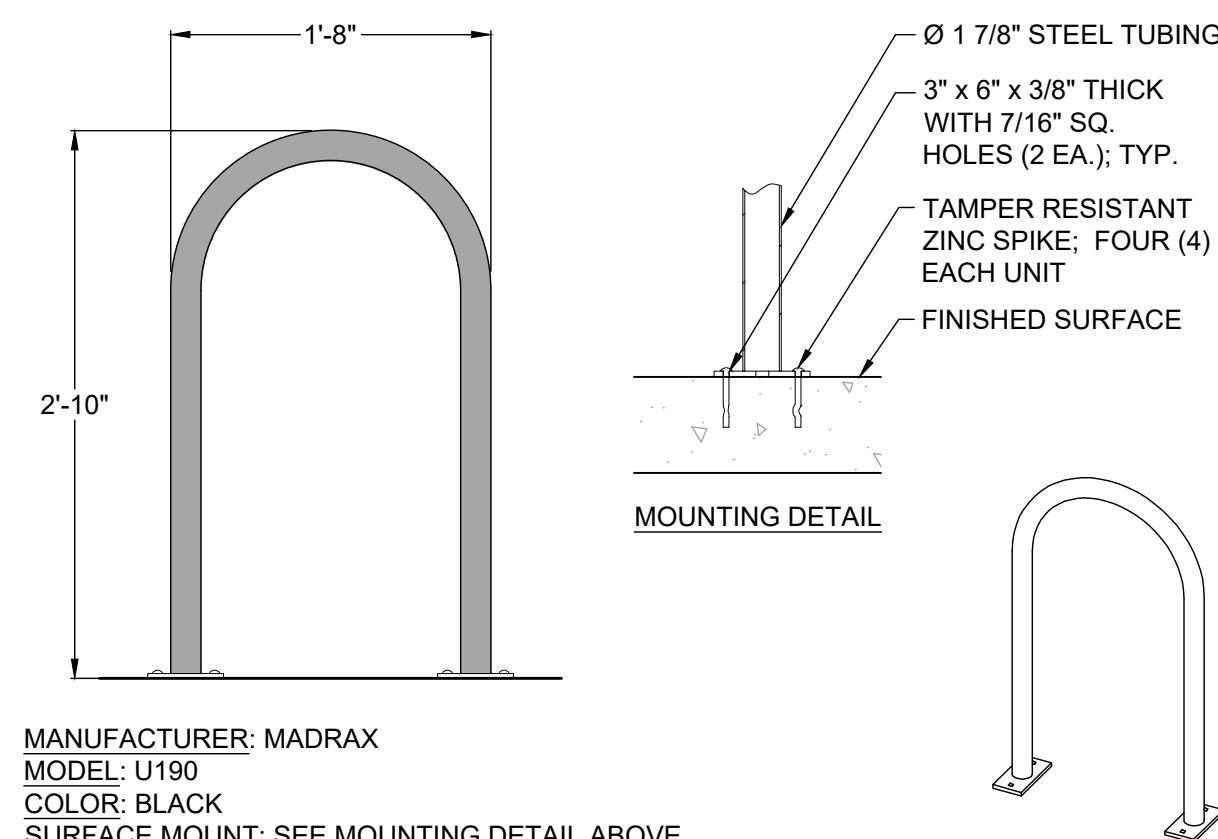
SCALE: 1" = 1'-0"



MANUFACTURER: DOTY & SONS CONCRETE PRODUCTS, INC.
MODEL: ALL CONCRETE BAG TOSS GAME (BYOB5531)
COLOR: STANDARD GRAY WITH SEALED (SEMI-GLOSS) PLAY SURFACE FINISH.
CONTACT: MATT ROTRAMEL, (800) 233-3907
EACH SET CONSISTS OF TWO PERMANENT CONCRETE BOARDS.
CONTRACTOR TO REQUEST AMERICAN CORNHOLE ASSOCIATION (ACA) UNIT SPACING DIAGRAM FROM THE MANUFACTURER.

7 CORNHOLE

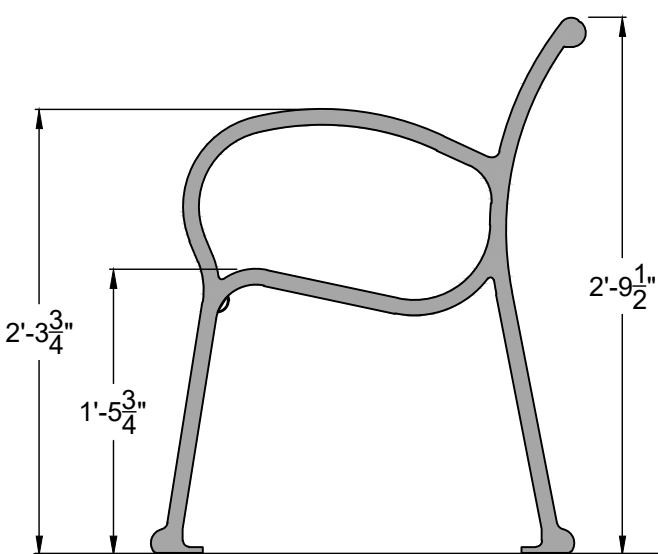
SCALE: NTS



MANUFACTURER: MADRAX
MODEL: U190
COLOR: BLACK
SURFACE MOUNT: SEE MOUNTING DETAIL ABOVE

4 BIKE RACK

SCALE: NTS



MANUFACTURER: LANDSCAPE FORMS, INC.
MODEL: 72" SCARBOROUGH BACKED BENCH
HORIZONTAL STRAP, NO CENTER ARM
COLOR: BLACK
SURFACE MOUNT: (4) Ø 3/8 [10] NON-CORROSIVE
BOLTS RECOMMENDED FOR ANCHORING,
PROVIDED BY OTHERS.

1 BENCH

SCALE: NTS

PROJECT NO. 22030.001		NOTES	
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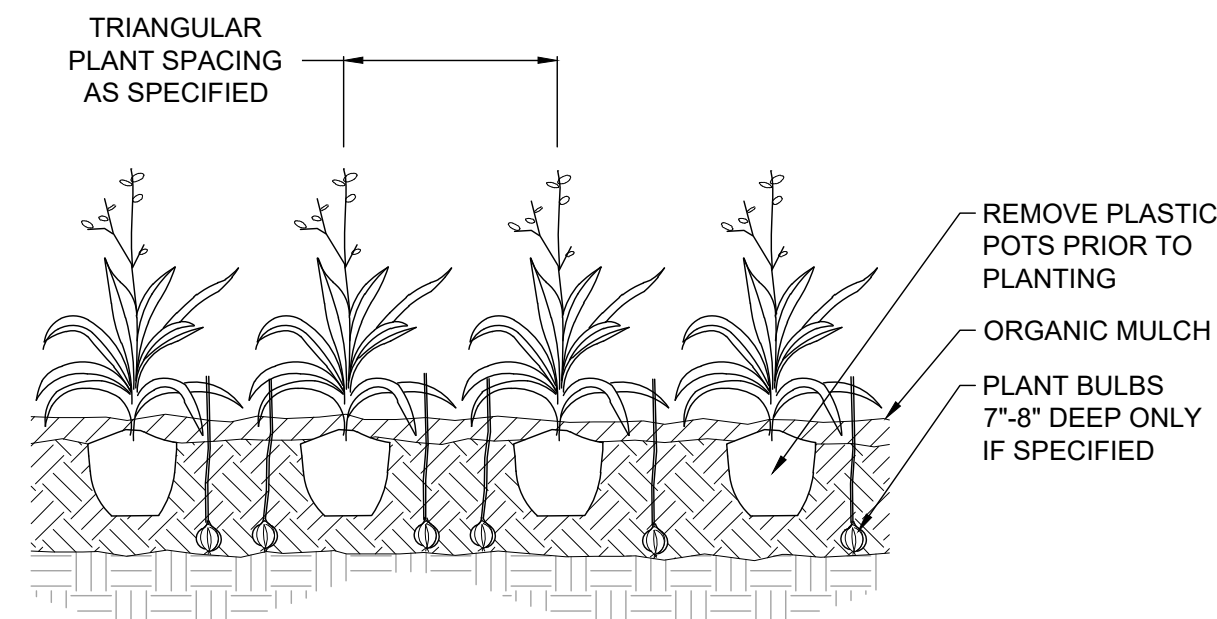
HAMILTON PARCEL

PRELIMINARY LANDSCAPE CONSTRUCTION PLANS

PLANTING DETAILS

SHEET

L3.3

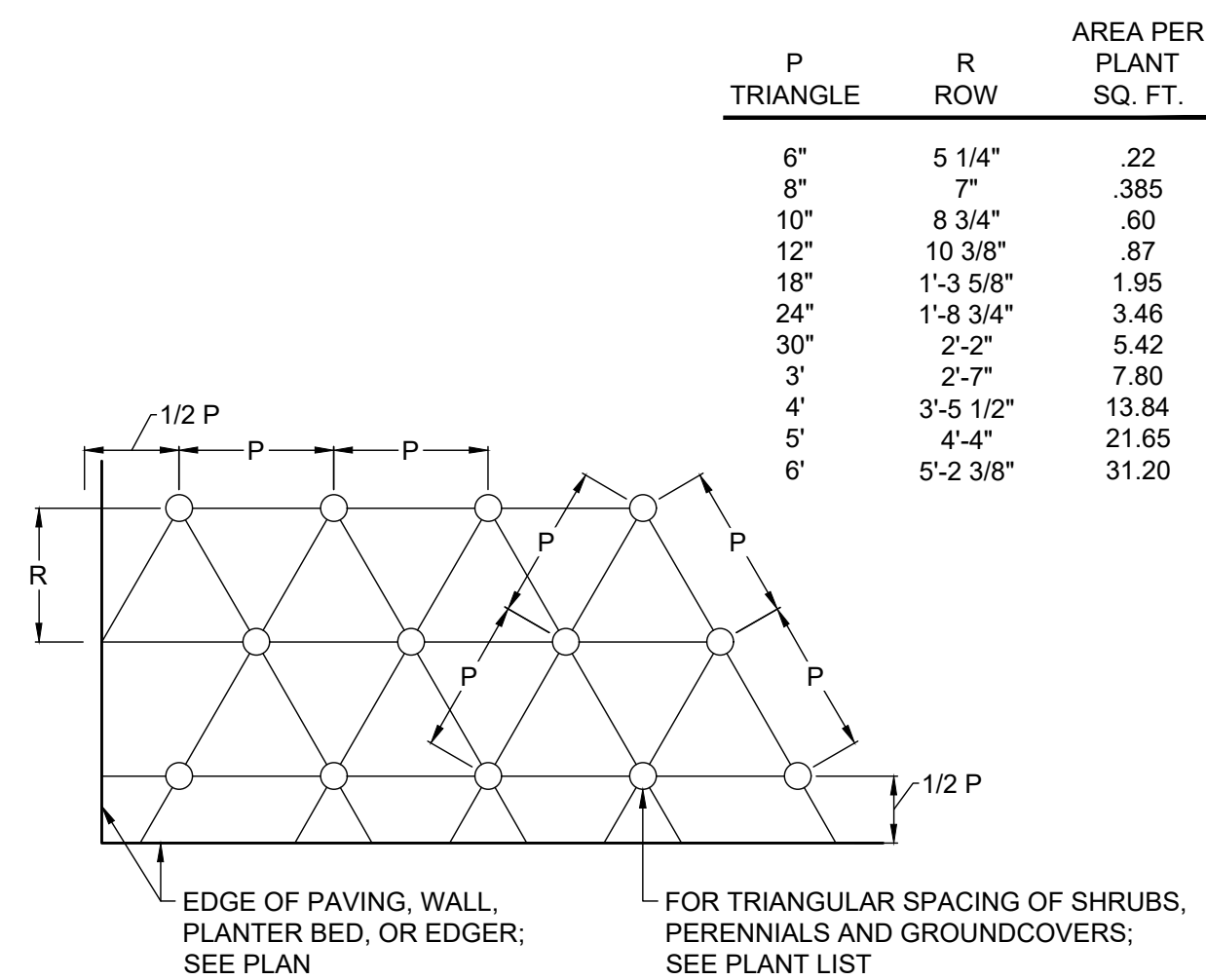


NOTES:

- AMEND SOILS WITH ORGANIC SOIL AMENDMENT AS SPECIFIED.
- APPLY ORGANIC FERTILIZER AND SOIL CONDITIONERS AS SPECIFIED.
- MULCH DEPTH AROUND PLANT BASE MAY BE THINNER. DO NOT BURY PLANT WITH MULCH.

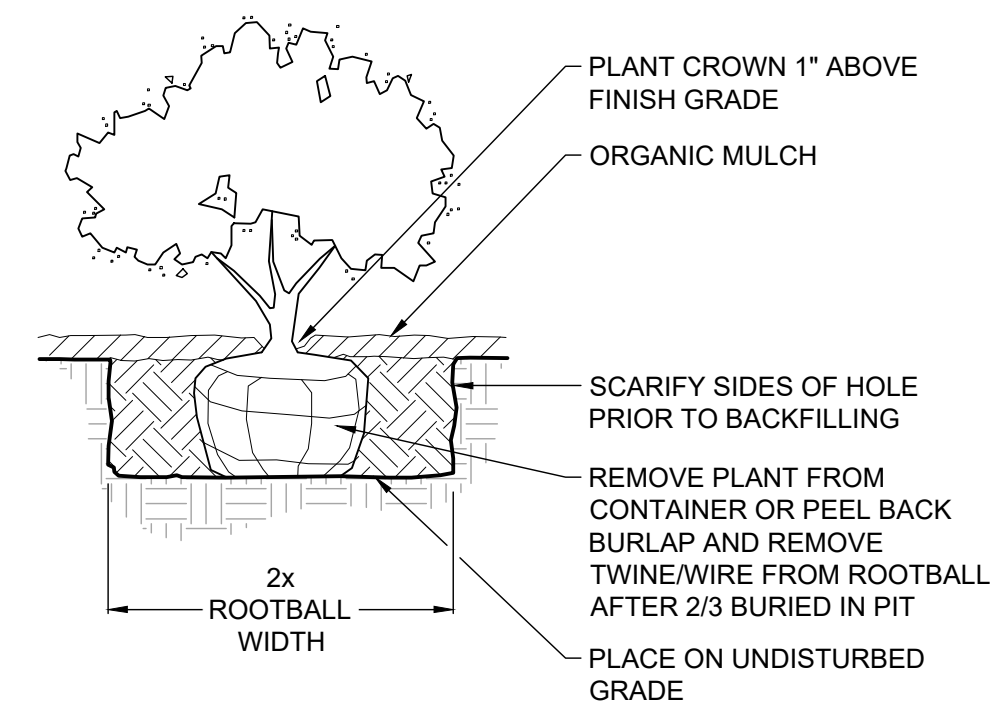
3 PERENNIAL PLANTING

SCALE: NTS



4 PLANT SPACING

SCALE: NTS

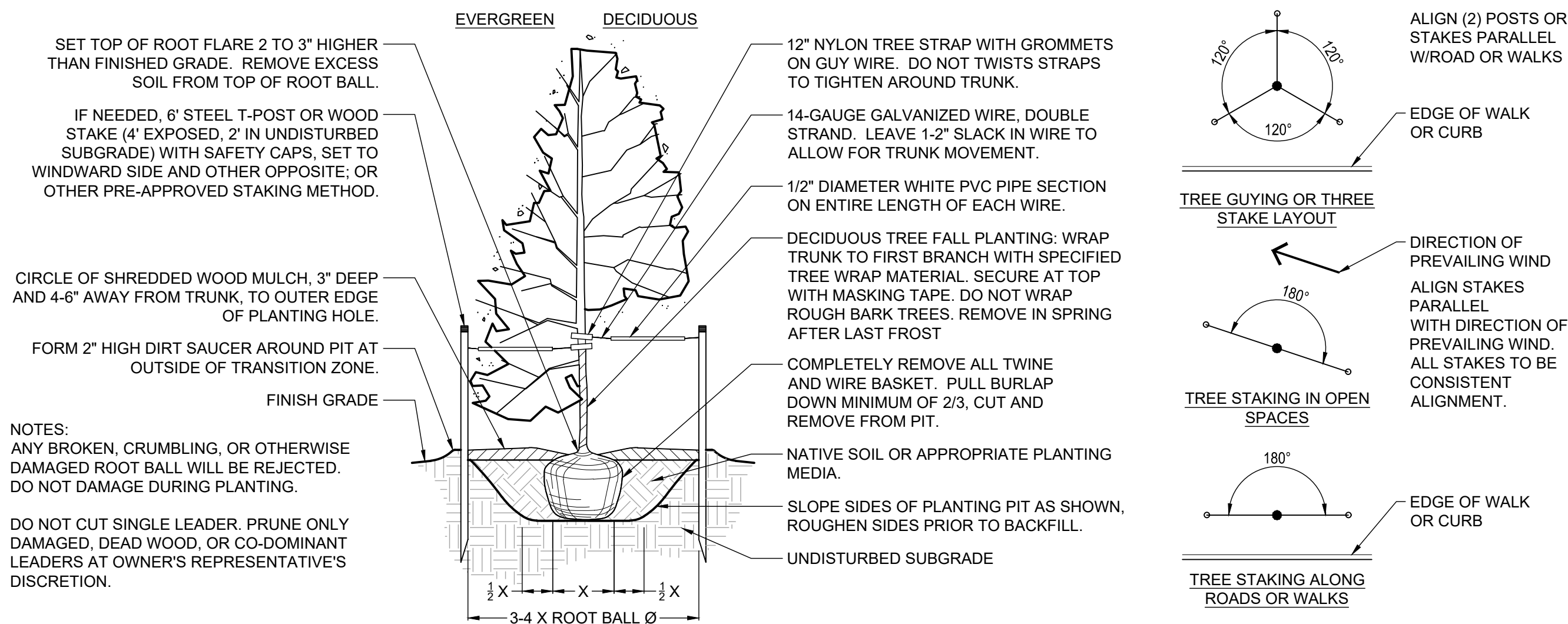


NOTES:

- AMEND SOILS WITH ORGANIC SOIL AMENDMENT AS SPECIFIED.
- APPLY ORGANIC FERTILIZER AND SOIL CONDITIONERS AS SPECIFIED.

2 SHRUB PLANTING

SCALE: NTS



1 TREE PLANTING

SCALE: NTS

FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC 25-02

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

WHEREAS, Vern Scott Hamilton, Jennie A. Horton, Thomas J. Hamilton and Vern Scott Hamilton as trustee of the Robert J. Hamilton Supplemental Needs Trust (together, the "Applicant"), as the owners of certain real property located within the Town of Firestone, Colorado (the "Property"), have submitted a proposed preliminary subdivision plat for the Property (the "Application"); and

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

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

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

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

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

PASSED AND ADOPTED this 6 day of February, 2025.

ATTEST:

M. Carrasco

Secretary



[Signature]

Chairperson

EXHIBIT A

Hamilton Heights Preliminary Plat

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.c

Land Development

Meeting Date: February 12, 2025

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 25-20: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE CARDEL COAL RIDGE LLC NATIVE WATER CREDIT PURCHASE AGREEMENT

RECOMMENDATION

Staff recommends approval of Resolution 25-20, a resolution approving the Native Water Credit Purchase Agreement between the Town of Firestone and Cardel Coal Ridge, LLC.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.

Denial: The Board moves to deny the Resolution.

No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

The proposed agreement allows Cardel Coal Ridge, LLC. to purchase 55 Native Water Credits from the Town for the amount of \$4,125,000.00.

In order to develop the 27.1 acres of the Zadel Annexation that was approved on November 3, 1976, Cardel Coal Ridge, LLC must satisfy the Town's water dedication requirement. Town staff determined that there is availability in the Town's water portfolio to allow for this purchase.

The Town's goal in implementing the Water Action Plan has been to acquire native water rights to build its water portfolio, which can be released to developers for the purchase of Native Water Credits. The proposed Native Water Credit Purchase Agreement aligns with this goal.

FINANCIAL CONSIDERATIONS

Upon execution of the Agreement, Cardel Coal Ridge, LLC will be obligated to pay the Town \$4,125,000.00 for the 55 Native Water Credits. The first half of the purchase price is due 7 days from the effective date of this agreement, and the second half will be paid within 90 days from the agreement's effective date. All fees will be paid to the Town of Firestone Water Activity Enterprise fund.

HISTORY AND PREVIOUS BOARD ACTION

There has been no previous Board action on this item. However, the Board has discussed the continued development of the Town's water portfolio for the uses described above.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

- Maintain Town Infrastructure & Facilities
- Organizational Objectives

ATTACHMENTS

1. Res 25-20 Cardel Coal Ridge LLC Water Credit Purchase Agreement
2. Native Water Credit Purchase Agreement-Cardel Coal Ridge LLC
3. Exhibit 1

RESOLUTION NO. 25-20

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE,
APPROVING THE CARDEL COAL RIDGE LLC NATIVE WATER CREDIT
PURCHASE AGREEMENT**

WHEREAS, Chapter 1.08 of the Firestone Municipal Code (“Code”) requires land developers to agree to dedicate a certain amount of “water rights” and/or “shares” before annexing new land into the Town of Firestone; and

WHEREAS, pursuant to the Code, a land developer must dedicate “water rights” and/or “shares” in payment of water connection charges and before recording a subdivision plat and/or receiving a building permit (“Water Rights Dedication”); and

WHEREAS, Cardel Coal Ridge, LLC (“Buyer”) is a land use applicant who has agreed to dedicate “water rights” and/or “shares” to Firestone pursuant to an Annexation Agreement dated November 3, 1976 and described as the Zadel Annexation (“Annexation Agreement”), and must dedicate those “water rights” and/or “shares” prior to recording a subdivision plat; and

WHEREAS, Buyer is the owner or is under contract and seeking to develop certain lands within the Town of Firestone, as more fully described and depicted on the attached Exhibit 1 (“Property”) which is made a part of this resolution; and

WHEREAS, Buyer has need for additional “water rights” and/or “shares” to fulfill Buyer’s water dedication requirements for the planned development on the Property; and

WHEREAS, the Town of Firestone owns certain water rights, which it has offered to Buyer in the form of Native Water Credits to assist Buyer in achieving Buyer’s water dedication requirements pursuant to the Code; and

WHEREAS, Buyer is interested in purchasing the Native Water Credits from the Town of Firestone as set forth in the Native Water Credit Purchase Agreement.

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

The Native Water Credit Purchase Agreement between the Town of Firestone and Meritage Homes of Colorado, 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 12th day of February, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

Missy Carranco, Deputy Town Clerk

William P. Hayashi, Town Attorney

NATIVE WATER CREDIT PURCHASE AGREEMENT

This Native Water Credit Purchase Agreement (“Agreement”), made and entered into this ____ day of February, 2025 (“Effective Date”), by and between the Town of Firestone acting by and through its Water Activity Enterprise (“Firestone”) and Cardel Coal Ridge LLC, a Colorado limited liability company whose address is 9110 E Nichols Ave Suite 120, Centennial Colorado 80112 (“Buyer”);

RECITALS

WHEREAS, the Firestone Municipal Code (“Code”) requires land developers to agree to dedicate a certain amount of “water rights” and/or “shares” before annexing new land into Firestone; and

WHEREAS, pursuant to the Code, a land developer must actually dedicate “water rights” and/or “shares” in payment of water connection charges and before recording a subdivision plat and/or receiving a building permit; and

WHEREAS, Buyer is a land use applicant who has agreed to dedicate “water rights” and/or “shares” to Firestone pursuant to an Annexation Agreement dated November 3, 1976 (“Annexation Agreement”), and must actually dedicate those “water rights” and/or “shares” prior to recording a final subdivision plat or receiving a building permit; and

WHEREAS, Buyer is the owner of or is under contract with MU Firestone LLC, a Colorado limited liability company, to purchase certain lands within the Town of Firestone, as more fully described and depicted on Exhibit 1 (the “Property”), which Buyer is seeking to develop; and

WHEREAS, Buyer has need for additional “water rights” and/or “shares” to fulfill Buyer’s water dedication requirements for the planned development on the Property; and

WHEREAS, Firestone owns certain water rights, which it has offered to Buyer in the form of Native Water Credits to assist Buyer in achieving Buyer’s water dedication requirements pursuant to the Code; and

WHEREAS, Buyer is interested in purchasing the Native Water Credits from Firestone as set forth in this Agreement; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual agreement, and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. Recitals. The foregoing Recitals are incorporated herein as if fully set forth.
 2. Native Water Credits. A "Native Water Credit" shall be equivalent to one acre-foot of water as needed for Buyer's water dedication requirements pursuant to the code. The Native Water Credits are derived from water rights which are currently owned by Firestone. The Native Water Credits shall be used solely for Buyer's water dedication requirements as described herein and shall not survive termination of this Agreement by either party.
 3. Purchase Price. Buyer agreed to pay the Purchase Price of \$4,125,000.00 for 55 Native Water Credits being purchased. The Buyer agrees to pay half the Purchase Price payment within seven (7) days of the Effective Date of this Agreement and the remaining half within ninety (90) days of the Effective Date of the Agreement. If the full Purchase Price is not paid on or before ninety (90) days from the Effective Date of this Agreement, the Agreement shall be voided and Section 5 shall apply.
 4. Dedication. The Native Water Credits purchased by Buyer herein shall be deemed automatically dedicated to Firestone, at the execution of this Agreement, to fulfill the water dedication requirement necessary for Buyer to obtain a final plat for the Property.
 5. Native Water Credit Cancellation and Refund of Purchase Price. Buyer and Firestone hereby acknowledge and agree that this Agreement, and the dedication of the Native Water Credits contemplated herein, is subject to Buyer obtaining approval of a final plat for the Property. In the event Buyer does not obtain a final plat of the Property subsequent to the execution of this Agreement and payment for the Native Water Credits dedicated herein, Buyer shall be entitled to a refund of the entirety of the Purchase Price. For purposes of this Agreement, a final plat of the Property shall be considered obtained by Buyer after any appeal period (including any appeal period provided by state law) has expired for a final plat approval of the Property and no appeal has been filed. In this regard, Buyer shall provide Firestone written notice of the failure to obtain its final plat for the Property and will endeavor to do so within seven (7) days of the occurrence thereof. Thereafter, Firestone shall have thirty (30) days from the receipt of said notice to refund the Purchase Price to Buyer, at which time this Agreement shall be terminated in its entirety.
- If unforeseen circumstances occur that result in Buyer needing less than all of the Native Water Credits acquired by this Agreement for the final plat of the Property, Buyer hereby agrees that the excess Native Water Credits shall automatically void upon recordation of a final plat for the Property. If any excess Native Water Credits are voided due to recordation of final plat of the Property, Firestone shall remit the equivalent of the Purchase Price for each Native Water Credit voided to Buyer within thirty (30) days.
6. Assignment. This Agreement shall not be assigned by Buyer without written approval from Firestone. Firestone hereby approves MU Firestone LLC as a potential assignee. The Native

Water Credits described herein are non-transferable separate from the Property and may only be assigned due to a sale or conveyance of the Property by Buyer.

7. No Third Party Beneficiary Status. Nothing in this Agreement shall be construed as assigning all or any portion of any agreement in which Firestone is a party nor any of the benefits derived therefrom.

8. Entire Agreement. This Agreement represents the complete agreement between the Parties and no oral modification shall be recognized. Any amendment or additions shall be made in writing signed by both parties.

9. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns.

11. Jurisdiction and Venue. This Agreement shall be governed and its terms construed under the laws of the State of Colorado and venue shall be in the County of Weld.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written

TOWN OF FIRESTONE, acting
by and through its Water Activity
Enterprise

By: _____

Print: _____

Title: _____

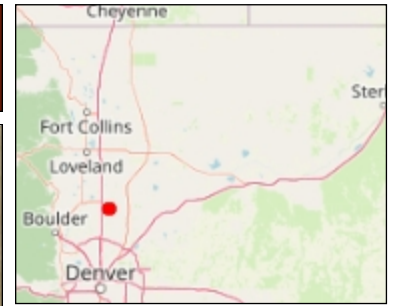
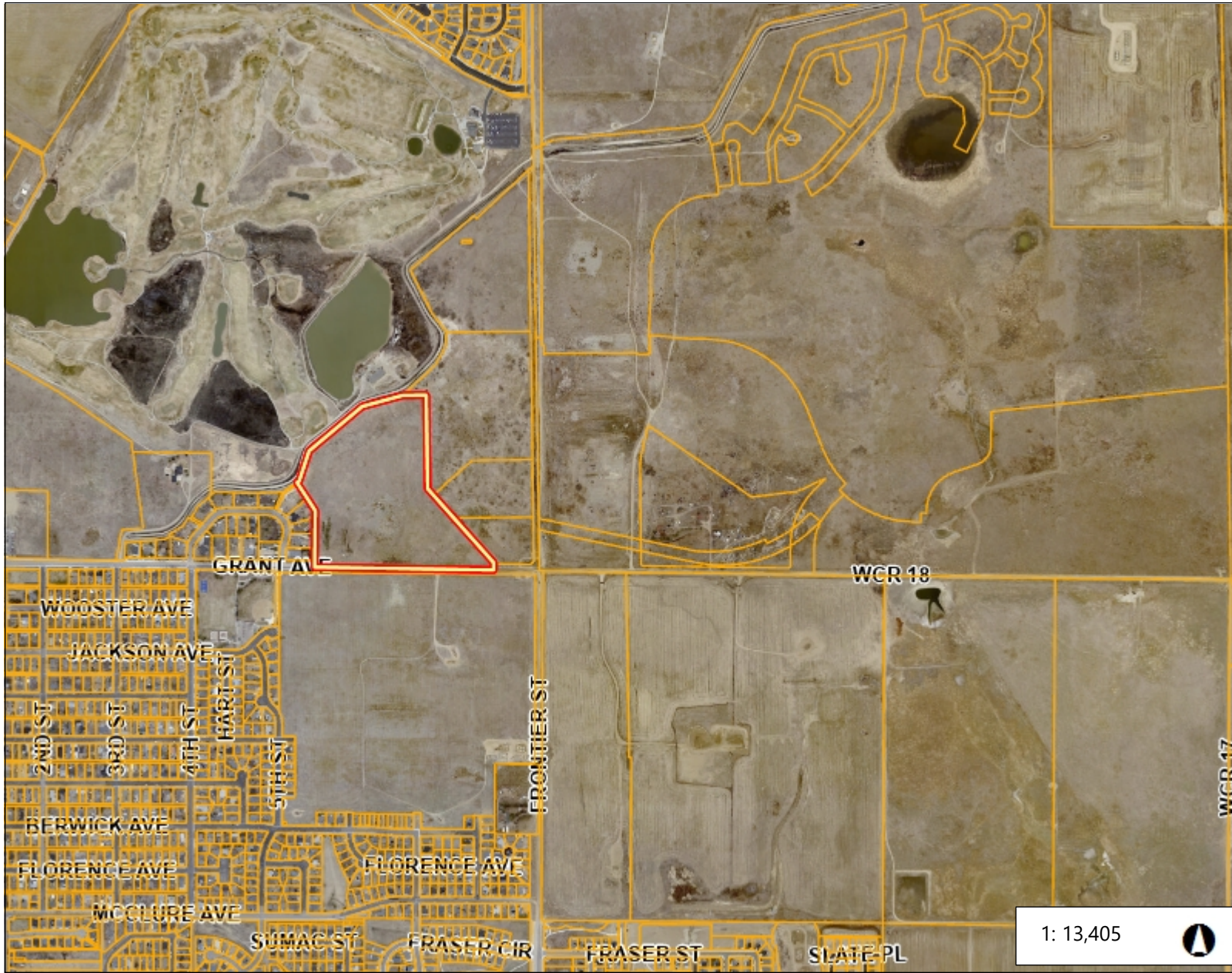
BUYER: Cardel Coal Ridge LLC

By: 

Print: Sara Dieringer

Title: Division President

by Nicki Franklin
Deputy



Legend

 Parcels

Notes

2,234.2 0 1,117.12 2,234.2 Feet

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.d

Land Development

Meeting Date: February 12, 2025

Initiated By: Pam Howard

Department: Planning & Development

AGENDA ITEM

PUBLIC HEARING: Ordinance 1058: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 3 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE REGULATION OF CAR WASHES

RECOMMENDATION

Staff recommends that the Board of Trustees approve draft Ordinance 1058.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Ordinance.

Approval with Conditions: The Board moves to approve the Ordinance, listing the Board's conditions.

Denial: The Board moves to deny the Ordinance.

No Action: The Board provides staff with specific instructions to modify the Ordinance and return at a future date.

SUMMARY

Draft Ordinance 1058 updates Chapter 3: Use Regulations of the Firestone Development Code (FDC) as it relates to car washes.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

On July 26, 2023, the Board of Trustees approved Ordinance 1030, imposing a moratorium on: (i) the acceptance and processing of, and the issuance of, building permits for new or expansions to existing car wash facilities, developments or establishments in all zoning districts; (ii) the acceptance and processing of applications for special review use or final development plan approval for new or expansions to existing car wash facilities, developments or establishments; (iii) the acceptance and processing of any and all other development review applications that would allow for the construction, operation and use of a car wash facility on property within the Town; and (iv) the acceptance and processing of, and the issuance of, a business license for any business whose purpose includes operation of a car wash facility. The moratorium was extended on July 19, 2024, by Ordinance 1046. The purpose of the moratorium was to allow staff time to research car wash technology related to water usage, and to draft additional standards in response to the findings.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Design and Promote Livable Neighborhoods & Homes

ATTACHMENTS

1. Ordinance 1058

2. PC 25-03 Recommending Approval of Ordinance 1058

ORDINANCE NO. 1058

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 3 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE REGULATION OF CAR WASHES

WHEREAS, Title 16 of the Firestone Municipal Code was enacted to adopt the Firestone Development Code (“FDC”), which establishes comprehensive regulations pertaining to the use and development of land within the Town of Firestone, along with procedures for review and approval of all applications for development activity within the Town, including staff and review board assignments and decision-making responsibilities; and

WHEREAS, Chapter 3 of the FDC currently regulates the zoning of car washes; and

WHEREAS, the Board of Trustees has determined that the Town’s current zoning regulations regarding the design and location of such facilities and water conservation measures are inadequate to ensure the orderly development of car wash establishments in a manner that is consistent with the Town’s goals related to optimizing beneficial use of the Town’s water supply; and

WHEREAS, the Board of Trustees believes these amendments will address these existing deficiencies, and further finds that enacting more robust regulations relating to water conservation measures will increase the effectiveness of the FDC with regards to its underlying goals, and that amending the FDC to protect and preserve the orderly and efficient development of land throughout the Town promotes the public health, safety and welfare of the public, including but not limited to its citizens and residents.

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

Section 1. The “Car Wash” use type of the “Vehicles and Equipment” use category row within Table 3-1 (Table of Permitted Uses) of Section 16.3.1 of the Firestone Development Code is repealed in its entirety and reenacted to read as follows:

USE TYPE	RESIDENTIAL				COMMERCIAL				OTHER			Use Standards		
	RR	R-A	R-B	R-C	OTR	NC	RC	LI	OTC	DR	AG	OS	PLI	
Car Wash							S	S						Minimum 1000' from Interstate, Arterial, and Section Line Roadways 3.2.C.7.b

Section 2. Section 16.3.2.C.7 “Fueling Station” of the Firestone Development Code is hereby renamed as follows: “Fueling Station, Car Wash, and Vehicle Service and Repair.”

Section 3. Section 16.3.2.C.7. “Fueling Station, Car Wash, and Vehicle Service and Repair” is hereby amended to add the following subsection:

c. Water Recycling for Car Washes

- i. All in-bay automatic and conveyor car wash installations that obtain a certificate of occupancy or a temporary certificate of occupancy from the Town after March 1, 2025, and that will receive water supplied by the Town of Firestone’s water system, shall be equipped with, and shall at all times maintain in operation, a water recycling system that recycles not less than fifty (50) percent of the water being consumed by such car wash installation.
- ii. Any operator of an in-bay automatic and/or conveyor car wash installation that has already obtained a certificate of occupancy or a temporary certificate of occupancy from the Town prior to March 1, 2025, must install, and at all times maintain in operation, a water recycling system that will recycle not less than fifty (50) percent of the water being supplied by the town water system to such car wash installation, as a condition of the Town approving or granting any permit to:
 - (A) Enlarge the water tap, meter or service line in any such car wash installation; or
 - (B) Demolish, destroy or remove and then replace more than fifty (50) percent of the gross square footage of the floor area of the car wash installation building as it exists on March 1, 2025, except for the purpose of replacing under-floor heating equipment; or
 - (C) Expand the gross square footage of the floor area of the car wash installation building by more than fifty (50) percent of the square footage of the car wash installation building as it exists on March 1, 2025.
- iii. All self-service car wash installations shall be exempt from the provisions of this article.

Section 4. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision will not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts was declared unconstitutional or invalid.

Section 5. 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 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE this __ day of _____, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

FIRESTONE PLANNING & ZONING COMMISSION

RESOLUTION NO. PC-25-03

**A RESOLUTION OF THE FIRESTONE PLANNING & ZONING COMMISSION
RECOMMENDING THAT THE BOARD OF TRUSTEES APPROVE AN ORDINANCE
AMENDING TITLE 16 OF THE FIRESTONE MUNICIPAL CODE REGARDING CAR
WASHES**

WHEREAS, a Unified Development Code (“UDC”) has been identified as a critical tool in the implementation of the Town’s updated master plans; and

WHEREAS, the UDC, entitled the Firestone Development Code (“FDC”) establishes land use regulations and promotes orderly development within the Town of Firestone; and

WHEREAS, the FDC is a compilation of development regulations included in zoning, subdivision, and other land use and development related ordinances and regulations; and

WHEREAS, the Town of Firestone identifies a benefit to amend certain provisions of Title 16 to address the efficacy of administering the FDC and to guide the growth and development of the Town; and

WHEREAS, the Firestone Planning & Zoning Commission has reviewed the draft amendments to the FDC, and considered the merits of these amendments in a public hearing on February 6, 2025; and

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

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

1. That the Firestone Planning & Zoning Commission recommends approval of an ordinance amending Title 16 of the Firestone Municipal Code as detailed in Exhibit A.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE FIRESTONE PLANNING AND ZONING COMMISSION THE 6TH DAY OF FEBRUARY, 2025.

ATTEST:

A. Carranco
Secretary



EXHIBIT A

ORDINANCE NO. 1058

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 3 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO THE REGULATION OF CAR WASHES

WHEREAS, Title 16 of the Firestone Municipal Code was enacted to adopt the Firestone Development Code (“FDC”), which establishes comprehensive regulations pertaining to the use and development of land within the Town of Firestone, along with procedures for review and approval of all applications for development activity within the Town, including staff and review board assignments and decision-making responsibilities; and

WHEREAS, Chapter 3 of the FDC currently regulates the zoning of car washes; and

WHEREAS, the Board of Trustees has determined that the Town’s current zoning regulations regarding the design and location of such facilities and water conservation measures are inadequate to ensure the orderly development of car wash establishments in a manner that is consistent with the Town’s goals related to optimizing beneficial use of the Town’s water supply; and

WHEREAS, the Board of Trustees believes these amendments will address these existing deficiencies, and further finds that enacting more robust regulations relating to water conservation measures will increase the effectiveness of the FDC with regards to its underlying goals, and that amending the FDC to protect and preserve the orderly and efficient development of land throughout the Town promotes the public health, safety and welfare of the public, including but not limited to its citizens and residents.

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

Section 1. The “Car Wash” use type of the “Vehicles and Equipment” use category row within Table 3-1 (Table of Permitted Uses) of Section 16.3.1 of the Firestone Development Code is repealed in its entirety and reenacted to read as follows:

USE TYPE	RESIDENTIAL				COMMERCIAL				OTHER			Use Standards		
	RR	R-A	R-B	R-C	OTR	NC	RC	LI	OTC	DR	AG	OS	PLI	
Car Wash							S	S						Minimum 1000' from Interstate, Arterial, and Section Line Roadways 3.2.C.7.b

Section 2. Section 16.3.2.C.7 “Fueling Station” of the Firestone Development Code is hereby renamed as follows: “Fueling Station, Car Wash, and Vehicle Service and Repair.”

Section 3. Section 16.3.2.C.7. “Fueling Station, Car Wash, and Vehicle Service and Repair” is hereby amended to add the following subsection:

c. Water Recycling for Car Washes

- i. All in-bay automatic and conveyor car wash installations that obtain a certificate of occupancy or a temporary certificate of occupancy from the Town after March 1, 2025, and that will receive water supplied by the Town of Firestone’s water system, shall be equipped with, and shall at all times maintain in operation, a water recycling system that recycles not less than fifty (50) percent of the water being consumed by such car wash installation.
- ii. Any operator of an in-bay automatic and/or conveyor car wash installation that has already obtained a certificate of occupancy or a temporary certificate of occupancy from the Town prior to March 1, 2025, must install, and at all times maintain in operation, a water recycling system that will recycle not less than fifty (50) percent of the water being supplied by the town water system to such car wash installation, as a condition of the Town approving or granting any permit to:
 - (A) Enlarge the water tap, meter or service line in any such car wash installation; or
 - (B) Demolish, destroy or remove and then replace more than fifty (50) percent of the gross square footage of the floor area of the car wash installation building as it exists on March 1, 2025, except for the purpose of replacing under-floor heating equipment; or
 - (C) Expand the gross square footage of the floor area of the car wash installation building by more than fifty (50) percent of the square footage of the car wash installation building as it exists on March 1, 2025.
- iii. All self-service car wash installations shall be exempt from the provisions of this article.

Section 4. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision will not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts was declared unconstitutional or invalid.

Section 5. 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 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE this __ day of _____, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.e

Land Development

Meeting Date: February 12, 2025

Initiated By: Todd Bjerkaas

Department: Planning & Development

AGENDA ITEM

PUBLIC HEARING: Ordinance 1059: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTERS 3, 6, AND 11 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO NATURAL MEDICINE

RECOMMENDATION

Staff recommends approval of Ordinance 1059.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Ordinance.

Approval with Conditions: The Board moves to approve the Ordinance, listing the Board's conditions.

Denial: The Board moves to deny the Ordinance.

No Action: The Board provides staff with specific instructions to modify the Ordinance and return at a future date.

SUMMARY

Ordinance 1059 amends those portions of the Firestone Development Code (FDC) relating to the regulation of natural medicine. The text amendment provides language that is consistent with current Colorado state statutes and Code of Colorado Regulations but also provides local regulations specific to Firestone regarding the time, place and manner of regulated natural medicine facilities and uses.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

The Planning and Zoning Commission held a Public Hearing for Ordinance 1059 at its regular February 6, 2025 meeting and approved Resolution PC-25-04, recommending approval of Ordinance 1059. The P&Z Commission also requested the Board of Trustees consider the following two changes to the Ordinance:

- 1) The spacing standards for Healing Centers in 16.3.2.E.3.c. requiring separation of 1,000' from other Natural Medicine Services, Residential zoning districts, parks, playgrounds and open space be added to Subsection E.2.f. and apply to all Natural Medicine Businesses including cultivation, manufacturing, and testing facilities; and,
- 2) The spacing standards in both of the above-referenced sections also include a 1,000' separation to Places of Worship, Recreation Centers, and home school groups.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Design and Promote Livable Neighborhoods & Homes
 - Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS

1. Ordinance 1059 Natural Medicine
2. PC 25-04 Planning Commission Resolution Recommending Approval of Ordinance 1059

ORDINANCE NO. 1059

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTERS 3, 6 AND 11 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO NATURAL MEDICINE

WHEREAS, Title 16 of the Firestone Municipal Code was enacted to adopt the Firestone Development Code (“FDC”), which establishes comprehensive regulations pertaining to the use and development of land within the Town of Firestone, (“Town”) along with procedures for review and approval of all applications for development activity within the Town, including staff and review board assignments and decision-making responsibilities; and

WHEREAS, pursuant to Article 23, Title 31 of the Colorado Revised Statutes, the Town has authority to regulate the development of land within the Town for the purposes of promoting the public health, safety, convenience, and the general welfare of the community; and

WHEREAS, Proposition 122: Access to Natural Psychedelic Substances, decriminalized the use of certain plants or fungi for people 21 years of age and older and mandated that the state create a regulatory scheme allowing supervised administration of psilocybin, also known as psychedelic mushrooms; and

WHEREAS, in May, 2023, the Governor signed Senate Bill 23-290, entitled “Natural Medicine Regulation and Legalization,” into law, which bill clarifies and sets the regulatory framework for a natural medicine program in Colorado; and

WHEREAS, Senate Bill 23-290 authorizes the Board of Trustees to enact an ordinance to: (i) regulate the time, place and manner of the operation of natural medicine business licenses issued by the Colorado Division of Professions and Occupations; (ii) limit the areas where the cultivation, manufacturing, testing, storage, distribution, transfer and dispensation of natural medicine and natural medicine product may be permitted in the Town; and (iii) establish distance restrictions for buildings where natural medicine services are provided within the vicinity of a child care center, preschool, elementary, middle, junior or high school, residential child care facility, or residential dwelling; and

WHEREAS, the Board of Trustees desires to amend certain provisions of Chapters 3, 6 and 11 of the FDC to accomplish this objective and to facilitate the integration of natural medicine businesses into the Town; and

WHEREAS, the Board of Trustees believes these amendments will improve the understanding and administration of the FDC regarding those regulations and their underlying goals; and

WHEREAS, the Board of Trustees finds and declares this ordinance promotes the public health, safety and welfare of the public, including but not limited to its citizens and residents.

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

Section 1. The “Human Health Services” use category row within Table 3-1 (Table of Permitted Uses) of Section 16.3.1 of the Firestone Development Code is amended by adding the following new row within the use type column of the table immediately after the *Urgent Care Center*, to read as follows:

USE TYPE	RESIDENTIAL				COMMERCIAL					OTHER			Use Standards	
	RR	R-A	R-B	R-C	OTR	NC	RC	LI	OTC	DR	AG	OS	PLI	
Natural Medicine Healing Center								P						Minimum 1000' from Interstate, Arterial, and Section Line Roadways; 16.3.2.E.3

Section 2. The “Human Health Services” use category row within Table 3-1 (Table of Permitted Uses) of Section 16.3.1 of the Firestone Development Code is amended by adding the following new row within the use type column of the table immediately after the *Natural Medicine Healing Center*, to read as follows:

USE TYPE	RESIDENTIAL				COMMERCIAL					OTHER			Use Standards	
	RR	R-A	R-B	R-C	OTR	NC	RC	LI	OTC	DR	AG	OS	PLI	
Natural Medicine Services								P						Minimum 1000' from Interstate, Arterial, and Section Line Roadways; 16.3.2.E.3

Section 3. The “Manufacturing and Production” use category row within Table 3-1 (Table of Permitted Uses) of Section 16.3.1 of the Firestone Development Code is amended by adding the following new row within the use type column of the table immediately after the *Mining and Mineral Extraction*, to read as follows:

USE TYPE	RESIDENTIAL				COMMERCIAL				OTHER				Use Standards	
	RR	R-A	R-B	R-C	OTR	NC	RC	LI	OTC	DR	AG	OS	PLI	
Natural Medicine Cultivation, Manufacturing, or Testing Facility								P						Minimum 1000' from Interstate, Arterial, and Section Line Roadways; 16.3.2.E.2

Section 4. Section 16.3.2.A.1 of the Firestone Municipal Code is repealed and reenacted to read as follows:

1. Dwelling, live/work. Work areas of the dwelling shall be located in the front and/or ground level of the structure closest to adjacent right-of-way to the maximum extent practicable. Natural Medicine Businesses or Natural Medicine Services shall be prohibited within the work areas and all other non-residential components of a live/work dwelling.

Section 5. Section 16.3.2 “Use-specific standards,” of the Firestone Municipal Code shall be amended by adding a new subsection E, “Natural Medicine Businesses,” to read in full as follows:

E. Natural Medicine Businesses.

The following requirements apply to all Natural Medicine Businesses, as defined in Section 16.11.3:

1. *Generally.* All Natural Medicine Businesses:
 - a. Shall obtain and maintain all required licenses from the Natural Medicine State Licensing Authority pursuant to the Colorado Natural Medicine Code (“CNMC”) and a general business license required from the Town for occupation and operation within the Town.
 - b. Shall comply with all standards, rules, regulations and policies promulgated and adopted by Natural Medicine State Licensing Authority pursuant to the CNMC.
 - c. Shall comply with all provisions of the CNMC, as amended, and all applicable fire, building and safety codes, as adopted by the Town.
 - d. Shall operate only between the hours of 8:00 a.m. to 8:00 p.m.
2. *Supplemental Standards for all Natural Medicine Businesses.* The following supplemental standards apply to all Natural Medicine Businesses, as defined in Section 16.11.3:

- a. *Co-location.* No Natural Medicine Business may be co-located with another Natural Medicine Business nor shall any combination of two or more Natural Medicine Businesses be on the same lot, parcel of land, or licensed premises.
- b. *Operations and Storage within Buildings for all Natural Medicine Businesses.* All operations and storage associated with a Natural Medicine Business, except loading and unloading of Regulated Natural Medicine Products, shall occur within a lawfully constructed and permitted principal building. There shall be no business operations (including storage and clinical sessions) outside of an enclosed principal building.
 - i. *Odor control.* Natural Medicine Businesses shall use an air filtration and ventilation system designed to ensure that the odors from Natural Medicine and Natural Medicine Products are confined to the premises and are not detectable beyond the property boundaries on which the facility is located. Natural Medicine Businesses located in a multi-unit building shall use an air filtration and ventilation system designed to ensure that the odors from Natural Medicine and Natural Medicine Products are confined to the premises and are not detectable beyond the unit in which the facility is located.
- c. *Processing of Natural Medicine.*
 - i. For purposes of this section, “processing” means the cultivation, manufacturing, and testing of natural medicine product, or preparation of Natural Medicine for facilitation and administration of Natural Medicine Services.
 - ii. The processing of Natural Medicine that includes the use of hazardous materials, including, without limitation, and by way of example, flammable and combustible liquids, carbon dioxide, and liquified petroleum gases, such as butane, is prohibited.
 - iii. Nonhazardous materials used to process Natural Medicine shall be stored in a manner so as to mitigate and ensure odors are not detectable beyond the property boundaries on which the processing facility is located or the exterior walls of the processing facility associated with the processing of Natural Medicine.
 - iv. The processing of Natural Medicine shall meet the requirements of all building, fire and life and safety codes as adopted by the Town.
 - v. The processing of Natural Medicine shall meet all the requirements of all adopted water and sewer regulations promulgated by the Town and all applicable water and sanitation districts providing water and sewer services within the Town.

- d. *Screening and Exterior Impacts for all Natural Medicine Businesses.* The operations of a Natural Medicine Business shall not be perceptible from the exterior of the premises by means including, but not limited to:
 - i. Common visual observation; or
 - ii. Odors, smells, fragrances or other olfactory stimulus generated by the cultivation, production, testing, possession or processing of Natural Medicine.
 - e. *Secure disposal.* Natural Medicine Business shall provide secure disposal of Natural Medicine and Natural Medicine Product remnants or byproducts. Natural Medicine and Regulated Natural Medicine Product remnants or by-products shall not be placed within the exterior refuse container of the business or facility.
 - f. *Spacing standards.*
 - i. No Natural Medicine Business shall operate out of a building that is within one thousand (1,000) feet of property used for a Childcare Center (as defined in Section 16.11.3), preschool, elementary, middle, junior or high school, or a Family Care Home (as defined in Section 16.11.3).
 - ii. The distances referred to in this subsection shall be computed by direct measurement from the nearest property line of the land used for a school, residential childcare facility or childcare center to the nearest portion of the building in which Natural Medicine Businesses are provided, using a route of direct pedestrian access.
 - iii. Subsection (i) above does not apply to a Natural Medicine Business located on land owned by the state of Colorado, or a licensed facility that was actively doing business under a valid license issued by the Natural Medicine State Licensing Authority before the Childcare Center (as defined in Section 16.11.3), preschool, elementary, middle, junior or high school, or Family Care Home (as defined in Section 16.11.3) was constructed.
3. *Supplemental Standards for Natural Medicine Healing Centers.* The following supplemental standards apply to all Natural Medicine Healing Centers, as defined in Section 16.11.3:
- a. *Hours of Operation for Natural Medicine Healing Centers.* Notwithstanding 16.3.2.E.1.d, a Natural Medicine Healing Center shall operate only during normal business hours (8:00 a.m. to 5:00 p.m.), Monday through Friday, and a Natural Medicine Healing Center may not offer or cause to extend the duration of Natural Medicine Services beyond the hours set forth herein.
 - b. *Operations.*
 - i. Facilitators may only provide Natural Medicine Services to Participants at a Natural Medicine Healing Center.

- ii. A Natural Medicine Healing Center may not provide Natural Medicine Services to five (5) or more Participants per session during authorized hours of operation.
- c. *Spacing standards for natural medicine healing centers.*
 - i. No Natural Medicine Healing Center shall operate out of a building that is within one thousand (1,000) feet from another use providing Natural Medicine Services, or a residential zone district designated under the Firestone Development Code, or any parks, playgrounds, or open space.
 - ii. The distances referred to in this subsection shall be computed by direct measurement from the nearest property line of the land used for providing Natural Medicine Services, a residentially-zoned property, park, playground, or open space to the nearest portion of the building in which Natural Medicine Services are provided, using a route of direct pedestrian access.

Section 5. Section 16.3.3.G.4.i, “Accessory uses and structures – Home occupations, shall be repealed in its entirety and reenacted to read in full as follows:

i. The following uses, because of their tendency to go beyond the limits permitted for home occupations and thereby impair the use and value of the residential area shall not be permitted as home occupations: auto repair or motorized implement repair; dance, music or other types of instruction (if more than four students are being instructed at one time); dental offices; medical offices; Natural Medicine Businesses or Natural Medicine Services; the painting of vehicles, trailers or boats; private schools with organized classes; motor vehicle towing operation; barber shops having more than one (1) chair, beauty shops having more than one (1) chair; welding shops; nursing homes; bed and breakfast and other such transient lodging; and retail sales where products are stocked and sold to purchasers at the home occupation residence like a retail store.

Section 6. Table 6.6-1 (Off-Street Parking Schedule A) shall be amended by adding the following new row within the use category column of the table immediately after the *Human Health Services* use category row, and before *Park and Open Space*.

USE CATEGORY	USE TYPE	OFF-STREET SPACES REQUIRED
Natural Medicine	Natural Medicine Healing Center	1 per 300 sf
	Natural Medicine Cultivation, Manufacturing, or Testing Facility	1 space per 300 sf. of floor area; or 1 space per employee on maximum shift

Section 7. Section 16.11.3, “Definitions,” of the Firestone Municipal Code is hereby amended by adding the following new definitions, to be inserted in alphabetical order, and to read in full as follows:

Facilitator means a natural person who is 21 years of age or older, has the necessary qualifications, training, experience, and knowledge to perform and supervise natural medicine services for a participant, and is licensed by the Colorado Department of Regulatory Agencies (“DORA”) division of professions and occupations to engage in the practice of facilitation, as provided by the CNMC.

Natural Medicine means psilocybin, psilocin and other substances described as a “natural medicine” in the CNMC, as amended.

Natural Medicine Business means any of the following activities that qualify and receive licensure from the Natural Medicine State Licensing Authority pursuant to the CNMC, as amended:

1. A “natural medicine healing center”;
2. A “natural medicine cultivation facility”;
3. A “natural medicine products manufacturer”;
4. A “natural medicine testing facility”; or
5. Any other licensed entity created by the Natural Medicine State Licensing Authority.

Except that Natural Medicine Business does not include a Facilitator.

Natural Medicine Cultivation Facility means a facility that is licensed by the Natural Medicine State Licensing Authority to cultivate Regulated Natural Medicine for transfer and distribution to Natural Medicine Healing Centers, Natural Medicine Product Manufacturers, or other Natural Medicine Cultivation Facilities.

Natural Medicine Healing Center means a facility where an entity is licensed by the Natural Medicine State Licensing Authority that permits a Facilitator, to provide and supervise Natural Medicine Services for a Participant, which includes a Participant consuming and experiencing the effects of Regulated Natural Medicine or Regulated Natural Medicine Product under the supervision of a Facilitator.

Natural Medicine Product Manufacturer means a facility where an entity is licensed by the Natural Medicine State Licensing Authority to manufacture Regulated Natural Medicine Product for transfer to a Natural Medicine Healing Center, Facilitator, or to another Natural Medicine Product Manufacturer.

Natural Medicine Services mean a preparation session, administrative session, and integration session, as defined by the CNMC, provided at a Natural Medicine Healing Center.

Natural Medicine State Licensing Authority means the authority created under the CNMC for the purpose of regulating and controlling the licensing of the cultivation, manufacturing, testing, storing, distribution, transfer, and dispensation of Regulated Natural Medicine and Regulated Natural Medicine product, as provided by the CNMC.

Natural Medicine Testing Facility means a facility that is licensed the Natural Medicine State Licensing Authority to perform testing and research on Regulated Natural Medicine and Regulated Natural Medicine Product.

Participant means an individual who is twenty-one (21) years of age or older who receives natural medicine services prescribed by and under the supervision of a Facilitator, as provided by the CNMC.

Regulated Natural Medicine means Natural Medicine that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by the CNMC.

Regulated Natural Medicine Product means a Natural Medicine product that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by the CNMC.

Section 8. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision will not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts was declared unconstitutional or invalid.

Section 9. 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 10. 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 BY
TITLE this __ day of _____, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

FIRESTONE PLANNING & ZONING COMMISSION

RESOLUTION NO. PC-25-04

**A RESOLUTION OF THE FIRESTONE PLANNING & ZONING COMMISSION
RECOMMENDING THAT THE BOARD OF TRUSTEES APPROVE AN ORDINANCE
AMENDING TITLE 16 OF THE FIRESTONE MUNICIPAL CODE REGARDING
NATURAL MEDICINE FACILITIES**

WHEREAS, a Unified Development Code (“UDC”) has been identified as a critical tool in the implementation of the Town’s updated master plans; and

WHEREAS, the UDC, entitled the Firestone Development Code (“FDC”) establishes land use regulations and promotes orderly development within the Town of Firestone; and

WHEREAS, the FDC is a compilation of development regulations included in zoning, subdivision, and other land use and development related ordinances and regulations; and

WHEREAS, the Town of Firestone identifies a benefit to amend certain provisions of Title 16 to address the efficacy of administering the FDC and to guide the growth and development of the Town; and

WHEREAS, the Firestone Planning & Zoning Commission has reviewed the draft amendments to the FDC, and considered the merits of these amendments in a public hearing on February 6, 2025; and

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

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

1. That the Firestone Planning & Zoning Commission recommends approval of an ordinance amending Title 16 of the Firestone Municipal Code as detailed in Exhibit A.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE FIRESTONE PLANNING AND ZONING COMMISSION THE 6TH DAY OF FEBRUARY, 2025.

ATTEST:


Secretary



EXHIBIT A

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.f

Land Development

Meeting Date: February 12, 2025

Initiated By: Todd Bjerkaas

Department: Planning & Development

AGENDA ITEM

Resolution 25-21: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND NORRIS DESIGN, INC. FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF THE TOWN OF FIRESTONE COMPREHENSIVE MASTER PLAN

RECOMMENDATION

Staff recommends that the Town Board approve Resolution 25-21 authorizing the Mayor to enter into a contract for consulting services for the Town of Firestone Comprehensive Master Plan.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.

Denial: The Board moves to deny the Resolution.

No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

Resolution 25-21 authorizes the Mayor to sign a contract with the consultant, Norris Design, Inc., to provide professional consulting services in preparation of the Town of Firestone Comprehensive Master Plan.

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$212,500.00. The 2025 Planning & Development Department Budget includes \$212,500.00 for Technical Services for the purpose of drafting the Comprehensive Master Plan and the Gateway, Wayfinding, and Corridor Plan, both of which are included in this agreement and scope of work.

HISTORY AND PREVIOUS BOARD ACTION

The current Town of Firestone Master Plan was adopted in 2013.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Design and Promote Livable Neighborhoods & Homes
 - Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS

1. Resolution 25-21 Comprehensive Plan Professional Services Agreement
2. Comprehensive Plan Professional Services Agreement - Norris Design

RESOLUTION NO. 25-21

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE
TOWN OF FIRESTONE AND NORRIS DESIGN, INC. FOR PROFESSIONAL
SERVICES FOR THE DEVELOPMENT OF THE TOWN OF FIRESTONE
COMPREHENSIVE MASTER PLAN**

WHEREAS, the Town of Firestone (“Town”) desires to engage Norris Design, Inc. (“Contractor”) for the purpose of providing professional services in developing a Comprehensive Master Plan and a Gateway, Wayfinding, and Corridor Plan for the Town of Firestone; and

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

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

The Agreement between the Town of Firestone and Norris Design, Inc., for Professional Services, 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 12th day of February, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Jr., Mayor

ATTEST:

Missy Carranco, Deputy 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 _____, 2025 (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 **NORRIS DESIGN, INC.**, an independent Contractor with a principal place of business at 1101 Bannock Street, Denver Colorado 80204 ("Contractor ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services 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 and known as **TOWN OF FIRESTONE COMPREHENSIVE MASTER PLAN – February 7, 2025**
- B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the 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 meruit 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 Contractor 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 the 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 an amount not to exceed \$212,500. 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, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.
- 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 Sub-Contractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

- A. 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.
- B. If the Town reuses or makes any modification to Contractor's designs, documents or work product without the prior written authorization of Contractor, the Town agrees, to the fullest extent permitted by law, to release the Contractor, its officers, directors, employees and sub-Contractors from all claims and causes of action arising from such uses, and shall to the extent permitted by law 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.
- C. The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain design details, features and concepts from the Contractor'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 Contractor. Nothing herein shall be construed as a limitation on the Contractor'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, the Contractor shall procure and maintain, and shall cause any Sub-Contractor 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, and employees, Contractor 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, and its employees Contractor 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, recklessness or other fault of Contractor, any Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any Sub-Contractor 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. CHANGE ORDERS

- 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:
1. The scope of the change in the Work;
 2. The amount of the adjustment to the Contract Price and
 3. The extent of the adjustment to the Contract Times(s).
- B. All changes in the Work authorized by the 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 of such changes.

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 obligations 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 personally 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, 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.

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- 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

Don Conyac, Jr., Mayor

ATTEST:

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONTRACTOR

By: _____

Bill Mahar, Principal, Norris Design, Inc.

EXHIBIT A
SCOPE OF SERVICES



February 7, 2025

Todd Bjerkaas, Planning & Development Director
Town of Firestone Planning & Development
9950 Park Avenue
Firestone, CO 80504

TOWN OF FIRESTONE COMPREHENSIVE PLAN MASTER PLAN

Town of Firestone, Colorado

The Norris Design team will provide a strategic approach in the preparation of the Town of Firestone's Comprehensive Plan update and a section that will be focused on corridor, wayfinding and gateway design. We will build upon the established process that has been utilized to move this project forward. Additionally, we will review, analyze and incorporate many of the materials and content that have already been created for this project. The Comprehensive Plan effort will consist of 95% of the project scope and the corridor, wayfinding and gateway design will include the remaining 5% of the project scope.

SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT & TEAM MEETINGS

- A. The Norris Design Team will convene project coordination meetings on a bi-weekly occurrence throughout the duration of the project scope. Most team coordination meetings will be conducted remotely. We will prepare meeting agendas to be sent out two days in advance of the meeting for review and comment. We will provide a meeting summary following the meetings. The number of meetings assumed is outlined by task.
- B. Over the course of the project, the Norris Design Team will provide project coordination with Town staff and various stakeholders outside of regularly scheduled project meetings to address project development and foster clear communication and overall project management. A monthly progress report will be provided at the end of the month that summarizes the work completed and in progress throughout the month.

Deliverables include:

- a. A project schedule that will be updated routinely
- b. Meeting agendas
- c. Meeting summaries
- d. Project progress reports
- e. Monthly invoices

Meetings:

- a. 18 team meetings

TASK 2 REVIEW EXISTING PLAN DEVELOPMENT DOCUMENTS & EXISTING TOWN PLANS

- A. The Norris Design Team will review the previous project development and deliverables to determine the next steps and build upon and enhance the work previously developed.



- B. We will review existing Town Plans, such as the POST, Transportation Plan and others as well as planning documents from adjacent municipalities to help inform the approach to the Comprehensive Plan update.

Deliverables include:

- a. Review and analysis summary of previous project development, such as the primary and secondary plan elements, focus areas, placetypes, GIS data, stakeholder and community engagement summaries to determine the next steps.
- b. Identify policies and goals from existing Town Plans for incorporation into the Comprehensive Plan update.

TASK 3 COMMUNITY & STAKEHOLDER ENGAGEMENT

The Norris Design Team will build upon the initial community engagement and stakeholder engagement efforts. We will reestablish communication with existing stakeholders and bring forward new outreach approaches that will invite the community to participate and reinvest in the Comprehensive Plan update process. We anticipate meeting with 4 different stakeholder groups at two different times during the duration of the project. Stakeholders will include, but are not limited to: Chamber of Commerce, School District, HOA leaders, Developers, Fire District, and the established team currently studying water supply for the Town, we will convene meetings with stakeholders to confirm and enhance the following draft project components:

- A. Vision and Goals Framework
- B. Core plan elements such as:
 - a. Focus Area
 - b. Placetypes
 - c. Draft land use map designations
 - d. Branding
 - e. Primary and secondary plan elements
 - f. Corridor, wayfinding and gateway components
 - g. And other key components as needed
- A. Stakeholder Meeting Round #1
 - a. These meetings will focus on the current development as well as the revisions and enhancements provided by the Norris Design Team. The meetings will provide an opportunity to gain input about the goals and vision, focus areas, placetypes and primary and secondary plan elements.
- B. Stakeholder Meeting Round #2
 - a. These meetings will focus on the developed draft plan and its core components, such as the land use map, focus areas and placetypes and overarching goals and policies. The information gained from these meetings will help finalize the final document. The draft plan will be posted on the Town's website to offer participants an opportunity to review it ahead of the meeting, so they are prepared to offer comments at the meeting.
- C. Community Intercept Events
 - a. The Norris Design Team understands the importance of meeting with the community where they are at, such as community events, sports games or at senior or community centers. Over the course of the project with an emphasis during the summer months, we will convene three pop-up events to gain feedback from community members.
- D. Online and Paper Survey
 - a. In conjunction with Community Intercept Events, an online survey will be deployed on the Town's website to provide another option for the community to provide feedback regarding the



topic areas. Paper copies and QR codes will be distributed at key community locations to be filled out on location or can be mailed back to the project team.

E. Planning Commission and Board of Trustees

The Norris Design Team will convene two joint study sessions with members of the Planning Commission and Board of Trustees throughout the project.

a. Planning Commission and Board of Trustees Study Session #1

- i. This meeting will offer an opportunity to provide an update on the overall process and more specifically, present the findings and progress on the primary and secondary plan elements, focus areas, placetypes, land use plan and the community engagement outcomes.

b. Planning Commission and Board of Trustees Study Session #2

- i. This meeting will focus on the draft plan and overarching vision, goals and strategies. It will be important to vet these plan components prior to finalizing the plan to ensure there is alignment with the Planning Commission and Board of Trustees.

F. Online Content

- a. Norris Design will develop materials for social media, website posting and *Firestone Voice*, such as a survey, project background, notices about upcoming events, etc. The Town staff will be responsible for posting and hosting the information on the Town's website.

G. Project Branding

- a. Norris Design will work with the Town staff if needed to finalize and refine the developed branding components for the Comprehensive Plan update. We do not anticipate a wholesale branding effort, but rather some relatively minor advancements of the brand draft concept that has been developed.

Deliverables include:

- a. Meeting coordination and materials for community pop up events, stakeholder and focus group meetings
- b. Project survey for community engagement and feedback (online and hard copy)
- c. Presentations for joint study sessions with the Planning Commission and Board of Trustees
- d. Summaries of meetings with community members, stakeholders and focus groups and the study sessions
- e. Online material for project website
- f. Refinement for project branding and project logo

Meetings:

- a. Seven meetings that will involve stakeholders, community members, appointed and elected officials at various meetings

TASK 4 VISION & GUIDING PRINCIPLES

- A. The Norris Design Team will review the vision, goals and guiding principles for alignment with this phase of the project. We will bring these project components forward to public and stakeholder meetings to confirm they still resonate or require revisions. We will work with Town staff to enhance where necessary.

Deliverables include:

- a. Vision and Goals Framework document and slide deck presentation for stakeholder meetings

TASK 5 LAND USE MAP DEVELOPMENT



- A. The Norris Design Team will review and analyze the current land use maps and data. We will make the necessary updates based on new land use areas, review boundaries and designations to ensure they are accurate. We will incorporate these updates into the Focus Areas and determine if the draft Placetype designations need to be revised.

Deliverables include:

- a. Updated land use maps and GIS data
- b. Review and any revisions of Focus Area and Placetype development based on land use map revisions
- c. We will review the land use designations against the established visions and goals to ensure there is not considerable conflict in the future land use configurations
- d. Present land use maps at community and stakeholder meetings for review

Meetings:

- a. Two meetings with Town staff to review land use map and utilize maps at pop-up and stakeholder meetings to gain feedback on designations

TASK 6 FOCUS AREAS

- A. The Norris Design Team will review the five established Focus Areas to make sure the boundaries are accurate and that land use designations within the Focus Areas transition effectively to adjacent land uses. We will revisit the Focus Areas with community and stakeholders to confirm location, boundaries and vision of each area. Two Focus Areas will be further enhanced to include conceptual planning and design concepts.

Deliverables include:

- a. Updated Focus Area Maps and GIS Data
- b. Development of presentation materials for community and stakeholder meetings

Meetings:

- a. One meeting with Town staff to review revised Focus Areas along with the Placetype information

TASK 7 PLACETYPE DEVELOPMENT

- A. The Norris Design Team will review the current draft Placetypes. We will work with Town staff to refine and enhance these project components and determine what Placetypes should be considered for the Focus Areas.
- B. We will build on the current models and further develop the massing models that will help define the character and sense of place of the Focus Areas, specific corridors and gateways. The established vision, goals, guiding principles, community growth indicators and demographic statistics will help inform the design intent of the Placetypes.

Deliverables include:

- a. Review and analysis of current Placetypes to identify what design and land use features are needed to help enhance the models
- b. Enhanced massing models developed in a 3D rendered format

Meetings:

- a. One meeting with Town staff to review revised Focus Areas along with the Placetype information

TASK 8 DEMOGRAPHIC AND COMMUNITY PROFILE

- A. The Norris Design Team will review demographic and community profile and provide updates where needed.

Deliverables include:



- a. Updated Community Profile based on current conditions
- b. Provide updates to Demographic Profile

TASK 9 HOUSING AND ECONOMIC DEVELOPMENT

- A. The Norris Design Team and more specifically, Ricker Cunningham will review, revise and enhance the current draft of housing and economic development data, goals & policies and reports that have been developed.
- B. We will review the demographic data to ascertain the forecasted population growth and determine what types of housing (detached single family, attached single family, multi-family, etc.) and market price points are most needed to support housing availability that address future growth projections. This information will help determine what percentage and type of residential land uses should be incorporated into the land use plan maps.
- C. The Norris Design Team and Ricker Cunningham will review the economic data and analysis performed thus far and recommend any needed adjustments to meet current trends. We will identify growth areas for commercial land use and ensure it is "right sized" based on population and job growth projections within Firestone and the nearby area.

Deliverables include:

- a. Update economic and housing data and profiles
- b. Update the land use maps to reflect the appropriate residential, commercial and industrial land uses

Meetings:

- a. Two meetings to review the housing and economic components of the Comprehensive Plan update

TASK 10 PRIMARY AND SECONDARY PLAN ELEMENTS

- A. The Norris Design Team will review, revise and enhance the primary plan elements based on current trends and data. The majority of our time in this task will focus on refining and advancing the primary plan elements. The primary plan elements will focus on the following components:
 - a. Land Use
 - b. Housing
 - c. Economic Development
 - d. Community Character and Identify
- B. The secondary plan elements will focus on the following components:
 - a. Transportation
 - b. Parks and Recreation
 - c. Arts, Culture and Tourism
 - d. Sustainability, Resiliency and Emergency Preparedness and Natural Resources
 - e. Utilities, Infrastructure and Technology
 - f. Energy
 - g. Community Facilities
 - h. Interagency Relationships

Deliverables Include:

- b. Revised primary and secondary plan element sections to be included in the draft and final Comprehensive Plan document.

Meetings:

- a. One meeting to review and gain feedback on the primary and secondary plan elements



TASK 11 GATEWAY, WAYFINDING & CORRIDOR DESIGN ELEMENTS

The gateway, wayfinding, and corridor design elements of the plan will feature a design palette for Firestone's gateways and corridors. The palette will determine design, style, and materials for these elements and include a hierarchy of applications that are repeatable and customizable relative to location, context, and purpose. They may be developed into applications that can be applied in primary, secondary or tertiary areas of importance within the community. Additionally, these design elements will likely relate to the designated Focus Areas and Placetypes that have been established during the Comprehensive Plan update.

Deliverables Include:

- a. Gateway, Wayfinding & Corridor Design Templates
- b. Illustrative character graphics. (may include birds eye renderings, street improvement typologies, and wayfinding kit-of parts)

Meetings:

- a. Two meetings to review and gain feedback on the Gateway, Wayfinding and Corridor Design Elements

TASK 12 DRAFT PLAN REPORT

- A. The Norris Design Team will utilize the information developed throughout the Comprehensive Plan process to develop the draft Comprehensive Plan draft for review by Town staff, stakeholders, appointed and elected officials and members of the public. The draft plan will be shared with community members and stakeholders who have expressed interest in the project, it will be published online for review and comment and presented to the Planning Commission and Board of Trustees at a Study Session to gain feedback.

Deliverables Include:

- a. Draft Comprehensive Plan with all associated graphics, text and maps

Meetings:

- a. One meeting to review the draft plan with Town staff

TASK 13 FINAL PLAN REPORT PRIMARY AND SECONDARY PLAN ELEMENTS

- A. The Norris Design Team will update the draft plan based on comments and suggested revisions and provide the Town with the final Comprehensive Plan for approval at the Planning Commission and Board of Trustees.

Deliverables Include:

- a. Final Comprehensive Plan with all associated graphics, text and maps



AGREEMENT QUALIFICATIONS

A. Assumptions

The client shall provide to Norris Design the following information or services as required for performance of the work. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should Norris Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. To begin with work, we may require the following information.

1. Previous comprehensive planning documents, correspondence, graphics and GIS and CAD files
2. Market Research
3. Land use percentages
4. Demographic and relevant city data
5. Parcel data

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement. The following information is not a part of the agreement and would be provided under a separate agreement or as Additional Services if required.

1. Illustrative Graphics (other than those identified within this agreement)
2. Engineering (i.e. – Civil, Electrical, Structural, Mechanical, Traffic, etc.)
3. Construction Documents
4. Construction Bidding
5. Construction Administration
6. Irrigation Plans
7. Physical architectural models
8. Videography

C. Definitions

The following definitions are provided to give clear understanding of terms that may be used to describe the Scope of Work within Tasks listed throughout this agreement.

Term	Definition
Attend	Norris Design will be present at meetings and hearings as described in the task action items
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by Norris Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by Norris Design
Coordinate	Plans, documents, products, people, schedules, and information gathered, organized and/or submitted by Norris Design
Provide	Plans, documents, and products made available by Norris Design
Minor Revisions	Revisions requiring less than 25 percent of the original time spent on a drawing, document, or total task item



C. Fee Schedule

Task 1 – Project Management & Team Meetings	\$ 26,000
Task 2 – Review Existing Plan Development Documents & Existing Plans	\$ 3,500
Task 3 – Community & Stakeholder Engagement	\$ 33,500
Task 4 – Vision & Guiding Principles	\$ 3,000
Task 5 – Land Use Map Development	\$ 14,000
Task 6 – Focus Areas	\$ 9,000
Task 7 – Placetype Development	\$18,000
Task 8 – Demographic & Community Profile	\$3,000
Task 9 – Housing & Economic Development	\$ 23,000
Task 10 – Primary & Secondary Plan Elements	\$ 8,000
Task 11 – Gateway, Wayfinding & Corridor Sub-Area Plan	\$ 24,000
Task 12 – Draft Plan Report	\$ 33,500
Task 13 – Final Plan	\$ 6,000
Subtotal Task Fee	\$ 204,500
Expenses	\$ 8,000
Total Fee	\$ 212,500

D. Acceptance and Agreement

Norris Design shall provide the services described within the Scope of Work per the Fee Schedule as identified in this proposal. The undersigned shall provide payment based on the Agreement Qualifications and the Terms and Conditions as identified in this proposal.

If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to working with you on this project.

NORRIS DESIGN, INC.
Bill Mahar

TOWN OF FIRESTONE

Name
Principal

Title
2-07-2025

Date

Name

Title

Date

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 8.a

Discussion/Action

Meeting Date: February 12, 2025

Initiated By:

Department: Communications & Marketing

AGENDA ITEM

Polco Survey Customized Questions

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

N/A

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

None