



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

July 23, 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. July 16, 2025 Board of Trustees Special Meeting Minutes
 - b. **Resolution 25-78:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AND ADOPTING THE FIRESTONE PARK AND RECREATION FACILITY FEE SCHEDULE
 - c. **Resolution 25-79:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LINX MULTIMEDIA, LLC FOR PROFESSIONAL AUDIO-VISUAL SYSTEM SERVICES
 - d. **Resolution 25-80:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BEACON COMMUNICATIONS, LLC FOR PROFESSIONAL ACCESS CONTROL AND CAMERA SYSTEM MAINTENANCE SERVICES

6. Land Development

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

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

- a. **PUBLIC HEARING: Resolution 25-81:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE DENMORE FILING 5 PRELIMINARY SUBDIVISION PLAT
- b. **PUBLIC HEARING: Resolution 25-82:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FINAL PLAT FOR BAREFOOT LAKES FILING 7E SUBDIVISION
- c. **PUBLIC HEARING: ORDINANCE 1065:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTERS 7 AND 11 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO VESTED PROPERTY RIGHTS
- d. **Resolution 25-84:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE BAREFOOT LAKES FILING 7B SUBDIVISION AGREEMENT
- e. **Resolution 25-85:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PEDESTRIAN BRIDGE CONSTRUCTION FUNDING AND REIMBURSEMENT AGREEMENT WITH BROOKFIELD RESIDENTIAL

7. Discussion/Action

- a. **Resolution 25-83:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PROVIDING THAT A TOWN SPECIAL ELECTION WILL BE HELD ON NOVEMBER 4, 2025 IN COORDINATION WITH WELD COUNTY, COLORADO; DESIGNATING THE DESIGNATED ELECTION OFFICIAL; AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH WELD COUNTY FOR THE CONDUCT AND ADMINISTRATION OF THE COORDINATED ELECTION
- b. Planning and Zoning Commission Discussion

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

9. Reports

- a. Staff
- b. Mayor

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

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

- c. Trustees

10. Executive Session

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

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: July 23, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

July 16, 2025 Board of Trustees Special 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. July 16, 2025 Board of Trustees Special Meeting Minutes



TOWN OF FIRESTONE
Board of Trustees Special Meeting
MINUTES
July 16, 2025

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Special Meeting on July 16, 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: Ray Byrd- **Excused**
Matt Holcomb
Lorna Morton
Sean Doherty

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, to Approve the Agenda. All in Favor, **Motion carried.**

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

Becky Duckworth, provided public comment regarding a records request.

5. Consent Agenda

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

a. July 9, 2025 Board of Trustees Meeting Minutes

6. Presentation

- a. 2025 Legislative Session Report
- b. Private Activity Bond Discussion
- c. Comprehensive Plan Update

7. Land Development

- a. **Resolution 25-77:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE BAREFOOT LAKES FILING 7A SUBDIVISION AGREEMENT

Motion by Trustee Doherty, **second** by Trustee Morton, to Approve **Resolution 25-77:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE BAREFOOT LAKES FILING 7A SUBDIVISION AGREEMENT

Roll Call Vote:

Yes: Maor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Doherty

No: None

Abstain: None

Motion carried.

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

There was no one present who wished to provide public comment.

9. Reports

Trustee Jimenez requested that a future agenda include a discussion item on changing the Board of Trustees meeting dates.

10. Executive Session

- a. *An executive session pursuant to C.R.S. Section 24-6-402(4)(e)(I), to determine positions, develop strategy, and to instruct negotiators accordingly regarding Central Park development agreements.*

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to go into Executive Session, *An executive session pursuant to C.R.S. Section 24-6-402(4)(e)(I), to determine positions, develop strategy, and to instruct negotiators accordingly regarding Central Park development agreements.*

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

11. Adjournment

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

Introduced and Approved the _____ Day of _____, 2025.

TOWN OF FIRESTONE, COLORADO

ATTEST

Don Conyac, Jr., Mayor

Miriam Granados Luna, CMC,
Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.b

Consent Agenda

Meeting Date: July 23, 2025

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 25-78: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AND ADOPTING THE FIRESTONE PARK AND RECREATION FACILITY FEE SCHEDULE

RECOMMENDATION

Approval of Resolution 25-78.

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

Town staff recommend revising the current field rental fee schedule to include updated rates and introducing a non-refundable application fee. These changes are intended to better reflect the increasing costs associated with field maintenance, staffing, and ongoing facility improvements.

Moving forward, the fee schedule will be reviewed annually to ensure it remains aligned with operational costs and community needs. These adjustments are essential to maintaining high-quality field conditions and supporting local sports and recreational activities.

FINANCIAL CONSIDERATIONS

Fees collected upon approval of this resolution will continue to offset the ongoing expenses of operating the Town's recreational facilities.

HISTORY AND PREVIOUS BOARD ACTION

Resolution 24-93, setting the original fees, was approved at the Board of Trustees meeting on October 9, 2024.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Uphold Fiscal Integrity

ATTACHMENTS

1. Res 25-78 Park and Rec Facility Fees 2025-2026
2. Exhibit A Park and Rec Facility Fee Schedule 8-2025

RESOLUTION NO. 25-78

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING AND ADOPTING THE
FIRESTONE PARK AND RECREATION FACILITY FEE SCHEDULE**

WHEREAS, though the Town has imposed fees for the use of and provision of services related to its Park and Recreation Facilities, the demand and use of such services by both residents and non-residents has continued to increase; and

WHEREAS, Town staff has investigated and analyzed the capital needs and operations of the Town and the administrative costs for performing services that will be incurred by the Town in connection with managing and maintaining its various Park and Recreation Facilities and related recreational programming, and for other enumerated procedures authorized by Title 12 of the Firestone Municipal Code, and recognizes a need to update and adopt the Firestone Parks and Recreation Facilities Fee Schedule accordingly; and

WHEREAS, the Town staff has determined that the proposed updated Firestone Parks and Recreation Facilities Fee Schedule sets forth fees that are reasonably related to the Town's costs and thus necessary to defray the actual costs incurred by the Town in the performance of the parks and recreation services provided by the Town; and

WHEREAS, the Board of Trustees desires to adopt the Town staff's determination as to the fees set forth in the updated fee schedule attached to this resolution as **Exhibit A**.

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

Section 1. The Board of Trustees of the Town of Firestone hereby adopts the Firestone Parks and Recreation Facilities Fee Schedule in substantially the same form as the copy attached hereto and made a part of this resolution.

Section 3. Effective Date. This Resolution shall take effect on August 1, 2025, and upon such date all prior resolutions addressing the fees set forth in the Park and Recreation Facility Fee Schedule shall be repealed in its (their) entirety.

PASSED AND ADOPTED this 23rd day of July, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

Use	Site Category	Amenities Type	Resident Fee Per Hour	Non-Resident Fee Per Hour	Per Day 7hr Max
Event Reservation	Neighborhood Park	Pavilion	\$25.00	\$30.00	\$150.00
Event Reservation	Neighborhood Park	Restroom	\$30.00	\$35.00	\$120.00
Event Reservation	Neighborhood Park	Open Turf	\$20.00	\$25.00	\$150.00
Event Reservation	Neighborhood Park	Courts Basketball, Volleyball or Tennis	\$30.00	\$35.00	\$210.00
Event Reservation	Neighborhood Park	Baseball Fields/ w bases and initial field prep	\$80.00	\$55.00	\$300.00
Event Reservation	Neighborhood Park	Multi-Purpose Field	\$25.00	\$30.00	\$200.00
CVPRD Youth Activities	Neighborhood Park	All	\$0.00	\$0.00	\$0.00
CVPRD Adult Activities	Neighborhood Park	All	\$10.00	\$15.00	\$200.00
Youth Tournament	Neighborhood Park				
Adult Tournament	Neighborhood Park	Open Turf			\$150.00
		Basketball Court			\$200.00
		Volleyball Court			\$200.00
		Tennis Court			\$200.00
		Multi-Purpose Field			\$200.00
		Pump Track			\$300.00
		Bicycle playground			\$250.00
		Disc Golf Baskets			\$100.00
		Restroom			\$100.00
		Additional Portable Toilet (each)			\$120.00
		Application Fee*			\$100.00
Youth Tournament	Firestone Sports Complex	Open Turf			\$170.00
		Basketball Court			\$250.00
		Volleyball Court			\$250.00
		Tennis Court			\$200.00
		Multi-Purpose Field			\$250.00
		Pump Track			\$350.00
		Disc Golf baskets			\$120.00
		Restroom			\$100.00
		Additional Portable Toilet (each)			\$120.00
		Application Fee*			\$100.00
Adult Tournament	Firestone Sports Complex	3 Baseball Fields/ w bases and initial field prep			\$500.00
		Temp Fence			\$80.00
		Field Lights			\$120.00
		Restroom			\$100.00
		Additional field prep (each)			\$100.00
		Additional Portable Toilet (each)			\$120.00
		Application Fee*			\$100.00
		3 Baseball Fields/ w bases and initial field prep			\$600.00
		Temp Fence			\$80.00
		Field Lights			\$120.00
		Restroom			\$100.00
		Additional field prep (each)			\$100.00
		Additional Portable Toilet (each)			\$120.00
		Application Fee*			\$100.00

*Non-Refundable fee for applications submitted for bulk reservations and tournament rentals

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.c

Consent Agenda

Meeting Date: July 23, 2025

Initiated By:

Department: Administration

AGENDA ITEM

Resolution 25-79: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LINX MULTIMEDIA, LLC FOR PROFESSIONAL AUDIO-VISUAL SYSTEM SERVICES

RECOMMENDATION

Approval of Resolution 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

The 2025 budget includes upgrades to the Municipal Board and Courtroom AV Systems to address concerns related to sound quality and streaming programming.

The upgrades include:

- Two (2) ceiling-mounted microphones to pick up audio in the Work Session setup and the podium. The existing gooseneck mic on the podium, along with its associated cable and floor raceway, will be removed.
- Reprogram the existing control system to accommodate the new equipment
- Replace the existing 7" touch screen with a 10" touch screen
- Provide and install new audio digital signal processing equipment in the rack.
- As-built drawing to include the existing system and the updated AV system for the equipment changes

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$66,801.01. Sufficient funds were included in the 2025 budget.

HISTORY AND PREVIOUS BOARD ACTION

At the February 12, 2025, Regular Board of Trustees meeting the Board approved the 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.

LINX, headquartered in Colorado, has completed over 100,000 technology projects for stadiums, hospitality, healthcare, corporations, government, and education since 2003.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Encourage Community Governance with Civic Partnerships
 - Maintain Town Infrastructure & Facilities

ATTACHMENTS

1. Reso 25-79 Linx Multimedia
2. Linx Professional Services Agreement 07-15-25

RESOLUTION NO. 25-79

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND LINX MULTIMEDIA, LLC FOR PROFESSIONAL AUDIO-VISUAL
SYSTEM SERVICES**

WHEREAS, the Town of Firestone (“Town”) is in need of professional audio-visual system services for the Town Board and Municipal Courtroom (the “Project”); and

WHEREAS, Linx Multimedia LLC (LILNX) currently provides preventative maintenance and programming changes for all AV-related equipment in the Town Hall and the Municipal Police and Court Building.

WHEREAS, the Town finds that Linx has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to enter into an agreement with Linx to provide the services as described in the scope of services, attached to the Professional Services Agreement as Exhibit A.

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 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.

PASSED AND ADOPTED this 23rd day of July, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, 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 LLC**, 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: **Municipal Board and Court Room AV Upgrades**
- 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 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 **\$66,801.01** 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 provided or developed by the Contractor shall be exclusively owned by the Town. The contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," the Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from the Contractor.
- B. If the Town reuses or makes any modification to Contractor's designs, documents or work product without the prior written authorization of the 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. The 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. The contractor shall be solely responsible for any deductible losses under any policy.
- C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this 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 the Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of the Contractor's obligation to indemnify and hold harmless the Town may be determined only after the 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, Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

LINX MULTIMEDIA LLC:

By: _____

EXHIBIT A

SCOPE OF SERVICES

Contractor 's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town.

- Contractor shall provide and install two (2) ceiling-mounted microphones to pick up audio from:
 - Board of Trustees Work Session setup with movable tables in front of Dais.
 - Podium – The existing gooseneck mic on the podium will be removed and turned over to the client.

Control/Programming

- Linx shall reprogram the existing control system to accommodate the new equipment as well as various customer issues with the current system.
- Contractor will provide a larger 10” touchscreen to replace the existing 7” screen.

Equipment Rack

- Linx shall provide and install new audio digital signal processing equipment in the rack. The existing signal processing equipment will be turned over to the client.

AV System Drawings

- Linx will document the existing state of the system and will create new one-line drawings reflecting the updated AV system for purposes of the equipment changes, reprogramming, recommissioning, as well as future support of the AV system.

Linx Service Support

- Linx will provide a pro-rated service plan price at the end of the project to run concurrent with the current Town of Firestone service plan (Linx project m19771 – Firestone Resolution 25-22)
 - Year 1 expires 03/2026
 - Year 2 expires 03/2027

Contractor 's Deliverables:

In the performance of the duties described above, the Contractor shall deliver the following items to the Town during the timeframes established by the Town: **See Exhibit B below**

EXHIBIT A

Town of Firestone



MULTIPURPOSE ROOM

SCOPE

[SUMMARY]

LINX will update the AV system in this space with the changes listed below.

[Audio]

Microphones - Ceiling:

- LINX will provide and install two (2) ceiling-mounted microphones to pick up audio from:
 - Board of Trustees Work Session setup with the movable tables in front of the Dais.
 - Podium - The existing gooseneck mic on the podium and associated cable and floor raceway will be removed and turned over to the Client.
 - Please note that in order for the ceiling mic to pick up a person speaking at the podium, the podium must not be moved far from where it currently sits.

[Control / Programming]

LINX will reprogram the existing control system to accommodate the new equipment as well as various customer issues with the current system and its programming.

LINX will provide a larger 10" touchscreen to replace the existing 7" screen.

[Equipment Rack]

LINX will provide and install new audio digital signal processing equipment in the rack. The existing signal processing equipment will be turned over to the client.

[AV System Drawings]

LINX will document the existing state of the system and will create new one-line drawings reflecting the updated AV system for purposes of the equipment changes, reprogramming, recommissioning, as well as future support of the AV system.

[LINX Service Support]

LINX will provide a pro-rated service plan price at the end of the project to run concurrent with the current Town of Firestone service plan (LINX project M19771 - Firestone Resolution 25-22)

Year 1 expires 03/2026

Year 2 expires 03/2027

LINX will provide and install:

- Equipment listed below.
- Additional AV cabling and materials to achieve scope described above.

LINX will provide:

- Labor to integrate equipment listed below as *Client-Furnished*.
- Shop drawings & engineering coordination.
- Project management.
- System configuration.
- System testing & commissioning.
- (1) User training session.

LINX assumes (if these assumptions are not met, additional costs may apply):

Price Valid Through : August 11, 2025

2 of 6

Version 3 July 9, 2025

The content and information contained within this document is proprietary and confidential.

It should not be disseminated, distributed, or copied without express written communication from LINX Multimedia.

EXHIBIT B

Town of Firestone



- All necessary AV infrastructure including, but not limited to conduit, power, backing, etc. will be provided by others.
- All necessary AV network drops will be provided by others unless otherwise specified and will be POE+ enabled where necessary.
- All Owner-Furnished Equipment is in full working order and contains sufficient audio/video and control inputs for its intended use.
- All Owner-Furnished Equipment will be staged in a manner that is reasonably accessible to the install technicians.
- All work will be performed during normal business hours.

-- EQUIPMENT REMOVAL --

QTY	DESCRIPTION	PRICE	PRICE EXT
1	-- Equipment Removal --	\$0.00	\$0.00
1	LINX REMOVAL Removal of Certain Existing Equipment - Hand Over Equipment to Client		

MICROPHONES - CEILING

QTY	DESCRIPTION	PRICE	PRICE EXT
2	Microphone - Ceiling - Pole-Mounted (Black)	\$4,457.78	\$8,915.56
1	Shure MXA920B-R Ceiling Array Microphone, Round, Black	\$4,035.37	\$8,070.74
1	Shure A900B-R-PM 1.5" Pole Mount Kit, Round, Black Cover (Pole not included)	\$132.93	\$265.86
1	LINX POLE POLE OF APPROPRIATE LENGTH FOR INSTALLATION	\$75.00	\$150.00
125	LINX LNX-CBL-P-6S Field Cable - Cat6 Shielded	\$1.02	\$255.00
2	LINX LNX-JCK-6S Keystone Jack - Cat6 Shielded	\$15.00	\$60.00
2	LINX LNX-PTCH-6S Patch Cable - Cat6 Shielded	\$10.03	\$40.12
1	LINX HARDWARE-MICROPHONE MICROPHONE HARDWARE KIT	\$36.92	\$73.84

TOUCH SCREEN

QTY	DESCRIPTION	PRICE	PRICE EXT
1	10" Tabletop Touch Screen to Replace Existing 7" Touch Screen	\$2,051.73	\$2,051.73
1	Crestron TS-1070-B-S 10.1 in. Tabletop Touch Screen, Black Smooth	\$2,042.50	\$2,042.50
1	LINX HARDWARE-TABLETOP TOUCHSCREEN TABLE TOP TOUCH SCREEN HARDWARE KIT	\$9.23	\$9.23

RACK EQUIPMENT

QTY	DESCRIPTION	PRICE	PRICE EXT
1	Audio processing and DSP	\$8,702.90	\$8,702.90
2	QSC CORE 24f Q-SYS Core Processor with 24 local audio I/O channels, 160x160 total network I/O channel...	\$3,951.22	\$7,902.44
1	QSC SLDAN-32-P Q-SYS Software-based Dante 32x32 Channel License, Perpetual	\$757.32	\$757.32
2	LINX LNX-PTCH-6S Patch Cable - Cat6 Shielded	\$10.03	\$20.06
2	LINX ASSEMBLY-AUDIO CABLE Custom Audio Cable Assembly	\$11.54	\$23.08

LINX LABOR

QTY	DESCRIPTION	PRICE	PRICE EXT
1	LINX HARDWARE & LABOR	\$84.62	\$84.62
1	LINX HARDWARE HARDWARE & CONSUMABLES	\$84.62	\$84.62
1	LINX PROJECT ENGINEERING PROJECT ENGINEERING		
1	LINX DRAWINGS SYSTEM DRAWINGS		
1	LINX PRO-CONTROL CONTROL SYSTEM PROGRAMMING		
1	LINX PRO-DSP DSP PROGRAMMING		
1	LINX TESTING SYSTEM TESTING & COMMISSIONING		
1	LINX TRAINING END-USER TRAINING		

Price Valid Through : August 11, 2025

3 of 6

Version 3 July 9, 2025

The content and information contained within this document is proprietary and confidential.
It should not be disseminated, distributed, or copied without express written communication from LINX Multimedia.

Town of Firestone



EQUIPMENT TOTAL	\$19,754.81
LABOR TOTAL	\$46,512.50
EXPENSES	\$52.63
FREIGHT	\$481.07
MULTIPURPOSE ROOM TOTAL	\$66,801.01

Price Valid Through : August 11, 2025

4 of 6

Version 3 July 9, 2025

The content and information contained within this document is proprietary and confidential.
It should not be disseminated, distributed, or copied without express written communication from LINX Multimedia.

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, Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

LINX MULTIMEDIA LLC:

:

By: _____

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.d

Consent Agenda

Meeting Date: July 23, 2025

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Resolution 25-80: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BEACON COMMUNICATIONS, LLC FOR PROFESSIONAL ACCESS CONTROL AND CAMERA SYSTEM MAINTENANCE SERVICES

RECOMMENDATION

Approval of Resolution 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

The proposed agreement is for Beacon Communications to perform preventive maintenance and provide on-call and call-out support for all access control and safety camera systems in Town facilities through March 31, 2027.

Beacon Communications installed the access control system in the Police and Municipal Court building, Town Hall, and the Maintenance facility. Beacon Communications is the preferred vendor for maintaining the system.

Beacon Communications helps set industry security standards for local, state, and federal government agencies. For over 20 years, Beacon has provided high-level security and audiovisual technology. Beacon Communications maintains expert-level staff, actively participating in industry groups such as SIA (Security Industry Association), SCA (Smart Card Alliance), and government groups such as the GSA Sponsored AWG. They also participate in the Architecture Work Group and ACAGWG (Access Control and Attribute Governance Working Group).

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$136,896.00 to be paid in two increments at the start of each annual term as noted in Exhibit C.

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. Reso 25-80 Beacon Communications
2. Door Access Professional Services Agreement Renewal 2025-2027 - Beacon Signed

RESOLUTION NO. 25-80

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND BEACON COMMUNICATIONS, LLC FOR PROFESSIONAL
ACCESS CONTROL AND CAMERA SYSTEM MAINTENANCE SERVICES**

WHEREAS, the Town of Firestone (“Town”) desires to engage Beacon Communications, LLC (“Contractor”) for the purpose of providing Annual Preventive Maintenance Inspection of the Town’s Access Control and Safety Camera System; and

WHEREAS, the Town finds that Beacon has the expertise, qualifications, and experience to perform the work and duties required, and desires to enter into an agreement with Beacon to provide the services as described in the scope of services, attached to the Professional Services Agreement as Exhibit A.

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 Beacon Communications, LLC 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.

PASSED AND ADOPTED this 23rd day of July, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, 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 **BEACON COMMUNICATIONS, LLC**, an independent Contractor with a principal place of business at 7810 Schaffer Parkway, Ste 120, Littleton, Colorado 80127 ("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: **Access Control and Camera System Service Agreement for all Town 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 continue until Contractor completes the Scope of Services to the satisfaction of the Town or until terminated as provided herein. **See Exhibit B**
- 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 **\$136,896.00** to be paid in two increments at the start of

each term as noted in Exhibit C. 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 provided or developed by the Contractor shall be exclusively owned by the Town. The contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," the Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from the Contractor.
- B. If the Town reuses or makes any modification to Contractor's designs, documents or work product without the prior written authorization of the 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. The 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. The contractor shall be solely responsible for any deductible losses under any policy.
- C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this 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 the Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of the Contractor's obligation to indemnify and hold harmless the Town may be determined only after the 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, Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

BEACON COMMUNICATIONS, LLC

By: Johnathan Hasserd

EXHIBIT A SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by The Town.

- Provide (1) Annual Preventative Maintenance Inspection with written report on access control and CCTV system at Police Department, Civic Center and Town Hall.
- Contractor shall allow for an onsite software programming refresh which will allow the Town to determine the best course of action for facility door groups.
- Contractor shall provide onsite training (2) times per year- at PD or Civic Center locations.
- Contractor shall provide service during normal business hours for any remote support needed for the access control or CCTV systems in place. (Video Insight) at Police Department, Town Hall and Maintenance Facility.
- Contractor shall provide onsite support once all remote options have been exhausted to remedy any service issue.

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

- Contractor shall deliver the following spare parts to site at start of agreement to be kept on hand by Town in the event of a service need.

QTY	Manufacturer	Model	Description
2	Exceed ID	Mt15	Reader, Single Gang. No Keypad
1	Exceed ID	MTK15	Reader with Keypad
6	Power Sonic	OW-OPS1270	Battery, 12 Volt, 7Amp
1	Video InSight	EP 1502	Controller
1	Video InSight	MR52	Dual Door Sub Controller

Written report from PM Visit

EXHIBIT B TERMS OF AGREEMENT

Service Period

Year 1: April 1, 2025 through March 31, 2026

Year 2: April 1, 2026 through March 31, 2027

*Contract is subject to renewal with new proposal or amendment.

Service Labor Rates:

Normal Business Hours

Monday through Friday. 7am - 4:30pm

No charge – Covered under agreement if within scope.

Discounted rate of \$165.00 per hour if outside scope of work.

Afterhours Rates

Standard after-hours rates apply:

Holidays \$360.00 per hour

Payment shall be made in one increment at the start of each term.

Breakdown of Site Locations:

Police and Municipal Court Facilitie

9950 Park Ave

Firestone, CO 80504

Town Hall

9950 Park Ave.

Firestone, CO 80504

Maintenance Facility

7500 Pine Cone Ave

Firestone, CO 80504

EXHIBIT C COMPENSATION

Year 1: April 1, 2025 through March 31, 2026

Total Price due at start of term in one increment: \$67,407.00

Year 2: April 1, 2026 through March 31, 2027

Total Price due at start of term in one increment \$69,489.00

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, Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

BEACON COMMUNICATIONS, LLC

By: Nicole Lavictoire

AGENDA INFORMATION MEMORANDUM

TOWN OF FIRESTONE PLANNING AND ZONING COMMISSION



AIM No.: 6.a

Land Development

Meeting Date: July 23, 2025

Initiated By: Rachel Clyne

Department: Planning & Development

AGENDA ITEM

PUBLIC HEARING: Resolution 25-81: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE DENMORE FILING 5 PRELIMINARY SUBDIVISION PLAT

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 25-81, a resolution approving the Denmore, Filing 5 Preliminary Plat application with the following conditions:

- a. All remaining technical corrections to the Denmore, Filing 5 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.

SUMMARY

Consideration and approval of Resolution 25-81 regarding the request for the Denmore, Filing 5 Preliminary Plat proposing 68 residential lots and one tract for future development on approximately 14.055 acres, located northwest of the intersection of Firestone Boulevard and Frontier Street.

HISTORY AND PREVIOUS BOARD ACTION

After conducting a Public Hearing on the proposed preliminary plat on July 17, 2025, the Planning and Zoning Commission rendered a decision recommending approval of the Preliminary Plat as more fully set forth in PC-25-05. In July 2022, the subject property was annexed by the Town and zoned Low-Density Residential (R-A) and Neighborhood Commercial (NC).

The property was included as tracts for future development in the Denmore, Filing 1 Final Plat, which was recorded in August 2023.

ATTACHMENTS

1. Resolution 25-81
2. Denmore 5 PP BOT Staff Report
3. Denmore 5 PP
4. Denmore 5 PP Landscaping
5. Resolution PC-25-05 Recommending Approval of Denmore Filing 5 Preliminary Plat

RESOLUTION NO. 25-81

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE DENMORE FILING NO. 5 PRELIMINARY SUBDIVISION PLAT

WHEREAS, Tri Pointe Homes Holdings, Inc. (the “Applicant”), as the owner of certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted a proposed preliminary subdivision plat for the Property (the “Application”); and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the proposed preliminary subdivision plat on July 17 2025, rendered a decision recommending approval of the Preliminary Plat with two (2) conditions as more fully set forth in PC-25-05, dated July 17, 2025; and

WHEREAS, on July 23, 2025, the Board of Trustees conducted a public hearing on the proposed Preliminary Plat; and

WHEREAS, after reviewing the Planning and Zoning Commission’s recommendation, 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-25-05.

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, Denmore Filing No. 5, 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 Denmore Filing No. 5 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 Denmore Filing No. 5 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 23rd day of July, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A
Denmore Filing No. 5
Preliminary Plat



Staff Report

Denmore, Filing 5

Preliminary Plat

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

July 23, 2025

GENERAL INFORMATION

Purpose: This staff report is for the Denmore, Filing 5 Preliminary Plat proposing 69 lots on approximately 14 acres. The proposed use is a low-density residential subdivision comprised of 68 townhome units. The $\pm$ 6.17-acre tract on the southern half of the property is reserved for future commercial use.

Applicant: Tri Pointe Homes Holdings, Inc.
5350 S. Roslyn Street, Ste 400
Greenwood Village, CO 80111

Owners' Representative: Dan Galasso
Tri-Pointe Homes Holdings, Inc.
5350 S. Roslyn Street, Ste 400
Greenwood Village, CO 80111

Location: The Denmore, Filing 5 Preliminary Plat is located northwest of the intersection of Firestone Boulevard and Frontier Street (CR 15).



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	R-A (Firestone)	Denmore, Filing 1 Subdivision
SOUTH	NC, PUD (Firestone)	Vacant land and sports complex
EAST	R-A & NC (Firestone)	Vacant land and oil/gas facility
WEST	R-A (Firestone)	Denmore, Filing 1 Subdivision

Denmore, Filing 5 Preliminary Plat - Plan Analysis:

The Denmore, Filing 5 Preliminary Plat proposes 68 residential lots and one (1) tract for future development on approximately 14 acres. The property has dual zoning, with roughly the northern half zoned Low-Density Residential (R-A). The southern half is a tract for future development and is zoned Neighborhood Commercial (NC).

The subject property is located on the northwest corner of Trailway Avenue and Frontier Street (CR 15). The land is vacant. There are three (3) well sites: one abandoned and capped, one shut in, and one actively producing.

The gross density of the proposed subdivision is 4.8 units per acre, which is in accordance with the R-A zoning regulations as outlined in the Firestone Development Code (FDC). The R-A zone district allows a maximum of 5 dwelling units per acre. Lot sizes range from 20 feet wide and 1,600 square feet on interior lots; eleven (11) 2,000 square foot lots on the end lots; and eleven (11) lots that average 3,500 square feet. These larger lots anchor the blocks adjacent to roadways. The proposed development area will feature single-family attached homes. The townhomes will serve as a buffer between the adjacent developments and the future commercial development along Firestone Boulevard.

Vehicular access points into the site are located on Ferncrest Street and Trailway Avenue, two roadways extending from the adjacent subdivision filings. The future commercial development tract may include access point(s) onto Firestone Boulevard and Frontier Street.

Pedestrian access is provided via attached sidewalks along interior residential streets, and trail connections are available throughout the property to the Firestone Trail. A wide drainage way is proposed along the north side of the property.

The total required Open Space and Park dedications for Filing 5 are approximately three (3) acres. The Open Space dedication area from Denmore Filings 1 and 2 (the remaining area from previous filings) and the additional pocket park area provided with this filing meet the required Open Space for Filing 5. The pocket park dedication required for Filing 5 is 0.105 acres and is satisfied. The Open Space and Park requirements are in accordance with the FDC. The acreage needed for Neighborhood Park and Community Park will be satisfied through cash-in-lieu or alternative options, as determined by the Town.

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

APPROVAL CRITERIA AND STAFF ANALYSIS

Preliminary Plat Approval Criteria and Staff Analysis:

The Preliminary Plat application for Denmore, Filing 5 was reviewed for compliance with the Approval Criteria from Section 16.7.6.C of the FDC. Staff makes the following findings:

- A. The subdivision is generally consistent with the Town's Comprehensive Master Plan;
Staff: *The proposed preliminary plat is generally consistent with the MU (Mixed Use) land use designation as identified in the Town's Master Plan. This includes the future development permitted for non-residential purposes.*
- B. The subdivision is generally consistent with and implements the intent of the specific zoning district in which it is located;
Staff: *The proposed preliminary plat is consistent with the purpose and intent of the R-A and NC zone districts as outlined in the FDC.*
- C. The general layout of lots, streets, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed to meet the Town's standards related to health and safety and in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this FDC;
Staff: *The general layout of the proposed preliminary plat is consistent with applicable development and design standards set forth in the FDC. In addition, the general layout is consistent with the Town of Firestone Design Standards and Construction Specifications for Public Improvements.*
- D. The subdivision complies with all applicable use, development, and design standards set forth in Chapters 3, 5 and 6 of this FDC that have not otherwise been modified or waived pursuant to this Chapter or this FDC;
Staff: *The proposed preliminary plat complies with the development and design standards set forth in Chapters 3, 5 and 6 of the FDC.*
- E. The subdivision complies with all applicable regulations, standards, requirements, or plans of the Federal or State governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations;

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

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

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

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

Staff: *The proposed preliminary plat is integrated and connected to major pedestrian and vehicular passageways, providing trail connections to the Firestone Trail and vehicular access to Firestone Boulevard and Frontier Street through the adjacent subdivision development.*

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

Staff: *The proposed preliminary plat will not have significant adverse impacts on adjacent properties, given that the residential development will act as a buffer to future non-residential development along Firestone Boulevard.*

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

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

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

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

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call:	July 2, 2025
Property Posted:	July 1, 2025
Letters to Adjacent Property Owners:	July 1, 2025

RECOMMENDATIONS

Town staff recommends that the Planning and Zoning Commission approve draft Resolution PC-25-05, a resolution recommending approval of the Denmore, Filing 5 Preliminary Plat application to the Board of Trustees with the following conditions:

- a. All remaining technical corrections to the Denmore, Filing 5 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.

DENMORE FILING NO. 5 PRELIMINARY PLAT

A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
14.094 ACRES – 68 RESIDENTIAL LOTS, 1 SUPER LOT – 5 TRACTS

CERTIFICATION OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION BEING THE OWNERS OF THE LAND SHOWN IN THIS PLAT AND DESCRIBED AS FOLLOWS:

TRACTS R AND S AND A PORTION OF TRACT U, DENMORE FILING NO. 1, PER PLAT RECORDED OCTOBER 30, 2023, AT RECEPTION NO. 4928429, IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY; SITUATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN; TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT S, FROM WHICH THE SOUTHWEST CORNER OF SAID TRACT S BEARS NORTH 88°48'45" WEST, A DISTANCE OF 829.07 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE ALONG SAID SOUTHERLY BOUNDARY OF SAID TRACT S, NORTH 88°48'45" WEST, A DISTANCE OF 829.07 FEET TO THE SOUTHWEST CORNER OF SAID TRACT S;

THENCE NORTH 00°51'05" EAST, ALONG THE WESTERLY BOUNDARY OF SAID TRACT U, A DISTANCE OF 380.40 FEET TO THE SOUTHEAST CORNER OF SAID TRACT U;

THENCE NORTH 89°08'55" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT U, A DISTANCE OF 12.00 FEET;

THENCE NORTH 00°51'05" EAST, A DISTANCE OF 140.00 FEET;

THENCE SOUTH 89°08'55" EAST, A DISTANCE OF 12.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT R;

THENCE, ALONG THE BOUNDARY OF SAID TRACT R, THE FOLLOWING FIVE (5) COURSES;

- NORTH 00°51'05" EAST, A DISTANCE OF 33.24 FEET;
- NORTH 49°44'15" EAST, A DISTANCE OF 126.52 FEET;
- NORTH 40°15'45" WEST, A DISTANCE OF 32.85 FEET;
- NORTH 49°27'45" EAST, A DISTANCE OF 146.44 FEET;
- SOUTH 89°08'57" EAST, A DISTANCE OF 645.47 FEET TO THE NORTHEAST CORNER OF SAID TRACT R;

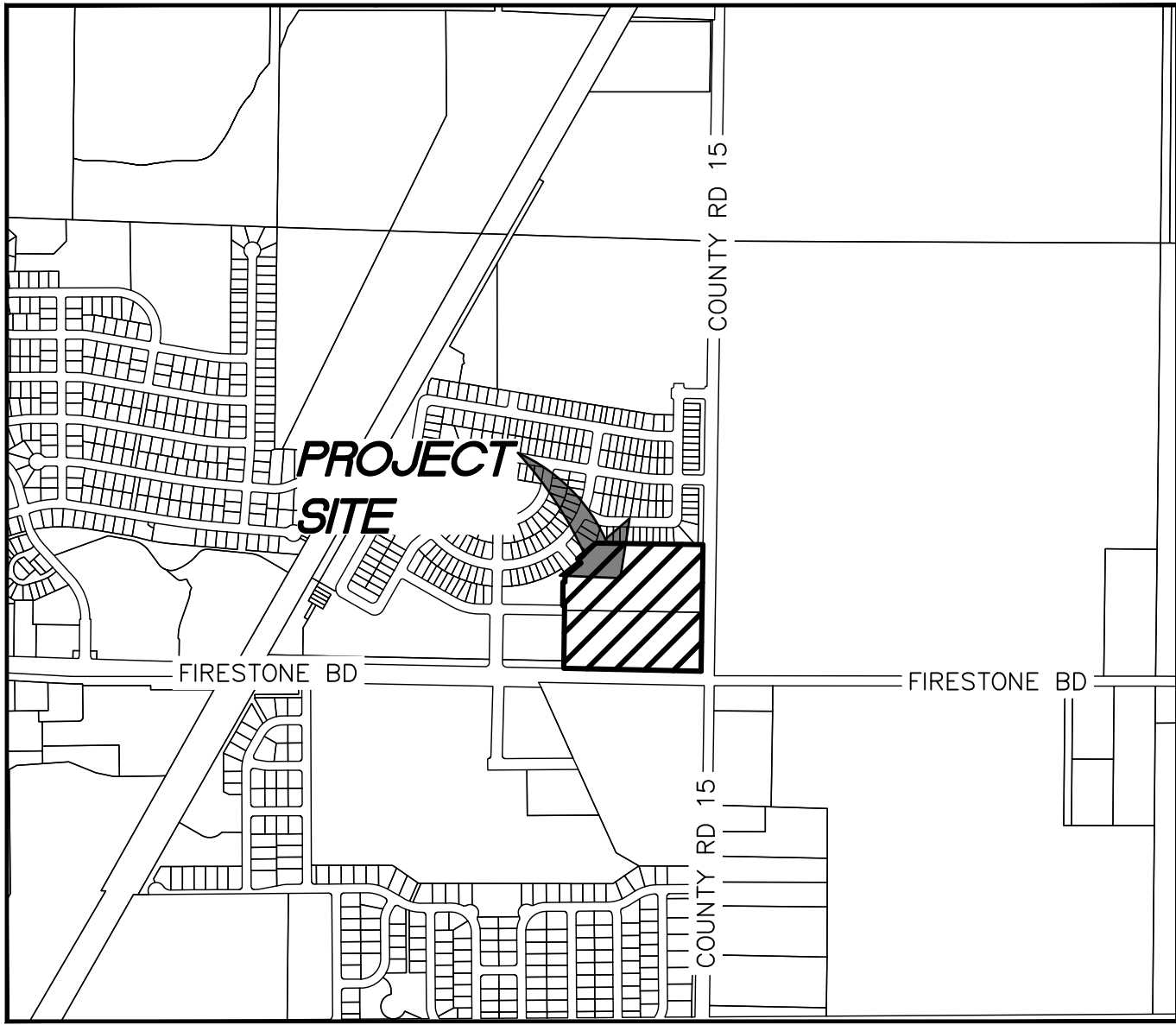
THENCE SOUTH 00°51'05" WEST, ALONG THE EASTERLY BOUNDARY OF SAID TRACTS R AND S, A DISTANCE OF 763.28 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 14.094 ACRES, (613,943 SQUARE FEET), MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF **DENMORE FILING NO. 5**, 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 SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.

TRACT USE SUMMARY TABLE					
TRACT	AREA (S.F. ±)	AREA (A.C. ±)	USE	OWNER	MAINTAINED BY
A	10,942	0.251	OPEN SPACE/DRAINAGE/UTILITIES	METRO DIST.	METRO DIST.
B	26,643	0.612	OPEN SPACE/DRAINAGE/UTILITIES	METRO DIST.	METRO DIST.
C	49,910	1.146	ACCESS/UTILITIES	METRO DIST.	METRO DIST.
D	4,458	0.102	ACCESS/UTILITIES	METRO DIST.	METRO DIST.
E	55,778	1.280	OPEN SPACE/DRAINAGE/UTILITIES	METRO DIST.	METRO DIST.
TOTAL	147,731	3.391			

SUBDIVISION DATA TABLE	
	TOTALS
GROSS AREA	14.094 ACRES
GROSS DENSITY (RESIDENTIAL LOTS PER ACRE)	4.82 LOTS / ACRE
NUMBER OF SINGLE FAMILY ATTACHED RESIDENTIAL LOTS	68
NUMBER OF TRACTS	5
AREA OF ROW	1.496 ACRES
AREA OF TRACTS	3.391 ACRES
AREA OF SINGLE FAMILY ATTACHED RESIDENTIAL LOTS	9.207 ACRES
DENSITY (SINGLE FAMILY ATTACHED RESIDENTIAL LOTS PER ACRE)	7.39 LOTS / ACRE
MINIMUM SINGLE FAMILY ATTACHED RESIDENTIAL LOT AREA	1,538 SQUARE FEET
MAXIMUM SINGLE FAMILY ATTACHED RESIDENTIAL LOT AREA	4,411 SQUARE FEET
AVERAGE SINGLE FAMILY ATTACHED RESIDENTIAL LOT AREA	2,975 SQUARE FEET



VICINITY MAP
SCALE: 1" = 1000'



OWNER:

TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION
5350 S. ROSLYN ST., SUITE 400
GREENWOOD VILLAGE, CO. 80111

BY: _____

NAME: _____

TITLE: _____

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

STATE OF COLORADO }
COUNTY OF _____ } SS.

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME

THIS ____ DAY OF _____, 20____,

BY _____ AS _____

OF TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL. _____
NOTARY PUBLIC

SHEET INDEX

SHEET 1	— DEDICATION, APPROVALS, VICINITY MAP, LEGAL DESCRIPTION
SHEET 2	— OVERALL BOUNDARY, LARGE PARCEL GRAPHICS AND DETAILS
SHEET 3	— TRACTS, LOTS, BLOCKS AND RIGHTS-OF-WAY GRAPHICS AND DIMENSIONS

SURVEYING CERTIFICATE:

I, JAMES E. LYNCH, 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 REGISTRATION FOR PROFESSIONAL ENGINEERS, PROFESSIONAL ARCHITECTS AND PROFESSIONAL LAND SURVEYORS, AND THE TOWN OF FIRESTONE.

BY: JAMES E. LYNCH, P.L.S. NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

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

TOWN APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT FOR **DENMORE FILING NO. 5** WAS APPROVED ON THE ____ DAY

OF _____, 20____, BY RESOLUTION NO. _____, PASSED AND ADOPTED A THE REGULAR MEETING OF

THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, HELD ON THIS ____ DAY OF _____, 20____, AND MAY BE FILED WITH THE CLERK AND RECORDER OF WELD COUNTY. ALL PUBLIC DEDICATIONS SHOWN THEREON ARE ACCEPTED BY THE TOWN, SUBJECT TO THE PROVISION THAT NEITHER APPROVAL NOR ACCEPTANCE OBLIGATES THE TOWN OF FIRESTONE FOR THE FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND OR EASEMENTS DEDICATED TO THE TOWN EXCEPT AS SPECIFICALLY AGREE TO BY THE BOARD OF TRUSTEES.

OWNER AND DEVELOPER:

TRI POINTE HOMES
8055 E. TUFTS AVE., SUITE 675
DENVER, CO 80237
720-341-3108
CONTACT: DAN GALASSO
DAN.GALASSO@TRIPINTEHOMES.COM

ENGINEER:

TERRACINA DESIGN
10200 E. GIRARD AVE, BUILDING A, SUITE 314
DENVER, COLORADO 80231
303-632-8867
CONTACT: JEFF MARCK, LEED AP
JMARCK@TERRACINADDESIGN.COM

SURVEYOR:

AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1
LITTLETON, COLORADO 80122
303-713-1898
CONTACT: JAMES LYNCH
JLYNCH@AZTECCONSULTANTS.COM

LAST REVISED: 01/21/2025



AzTec Proj. No.: 83924-06

Drawn By: GLW

DEVELOPER
TRI POINTE HOMES

5350 S. ROSLYN ST., SUITE 400
GREENWOOD VILLAGE, CO 80111

DATE OF
PREPARATION:

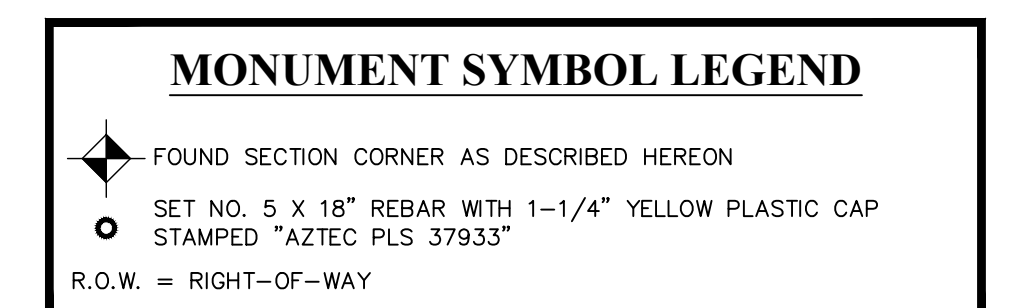
9/16/2024

SCALE:

N/A

SHEET 1 OF 3

A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
14.094 ACRES - 68 RESIDENTIAL LOTS, 1 SUPER LOT - 5 TRACTS



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC



AzTec Proj. No.: 83924-06

Drawn By: GLW

5350 S. ROSLYN ST., SUITE 400
GREENWOOD VILLAGE, CO 80111

SCALE: 1" = 50'

SHEET 2 OF 3

DENMORE FILING NO. 5 PRELIMINARY PLAT

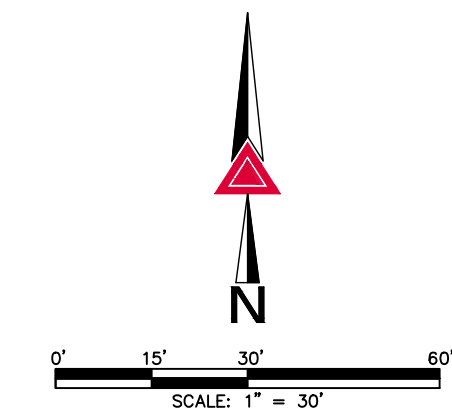
A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
14.094 ACRES - 68 RESIDENTIAL LOTS, 1 SUPER LOT - 5 TRACTS

MONUMENT SYMBOL LEGEND

- FOUND SECTION CORNER AS DESCRIBED HEREON
- SET NO. 5 X 18" REBAR WITH 1-1/4" YELLOW PLASTIC CAP
STAMPED "AZTEC PLS 37933"
- R.O.W. = RIGHT-OF-WAY

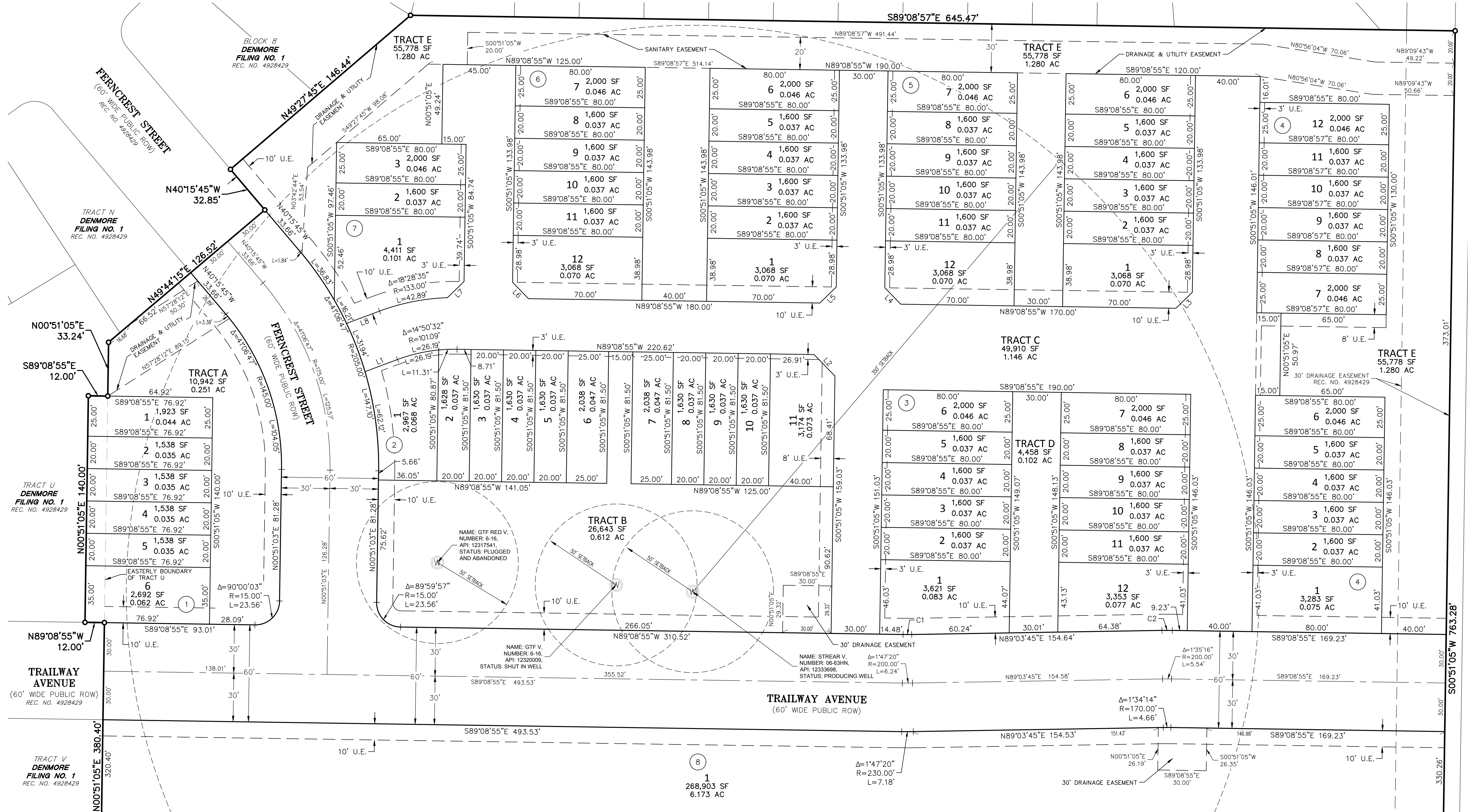
LINE TABLE		
LINE	BEARING	LENGTH
L1	S69°35'51"W	21.49'
L2	N44°08'55"W	18.51'
L3	N45°51'05"E	14.14'
L4	S44°08'55"E	14.14'
L5	S45°51'05"W	14.14'
L6	S44°08'55"E	14.14'
L7	S45°51'05"W	14.36'
L8	S69°35'51"W	21.81'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	1°47'20"	170.00'	5.31'
C2	1°36'05"	230.00'	6.43'



FOR REVIEW
DO NOT RECORD

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC



SEE SHEET 2

 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER TRI POINTE HOMES		DATE OF PREPARATION:	9/16/2024
	5350 S. ROSLYN ST., SUITE 400 GREENWOOD VILLAGE, CO 80111		SCALE:	1" = 30'
	AzTec Proj. No.: 83924-06 Drawn By: GLW		SHEET 3 OF 3	

DENMORE FILING NO. 5 FINAL DEVELOPMENT PLAN

A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
14.094 ACRES- 68 RESIDENTIAL LOTS, 1 SUPER LOT - 5 TRACTS PP ____ - ____



PROJECT NAME

DENMORE FILING NO. 5
FIRESTONE, COLORADO
FINAL DEVELOPMENT PLAN

SUBMITTAL DATE:
9/16/2024
REVISION DATE:

SHEET TITLE

OVERALL
LANDSCAPE PLAN

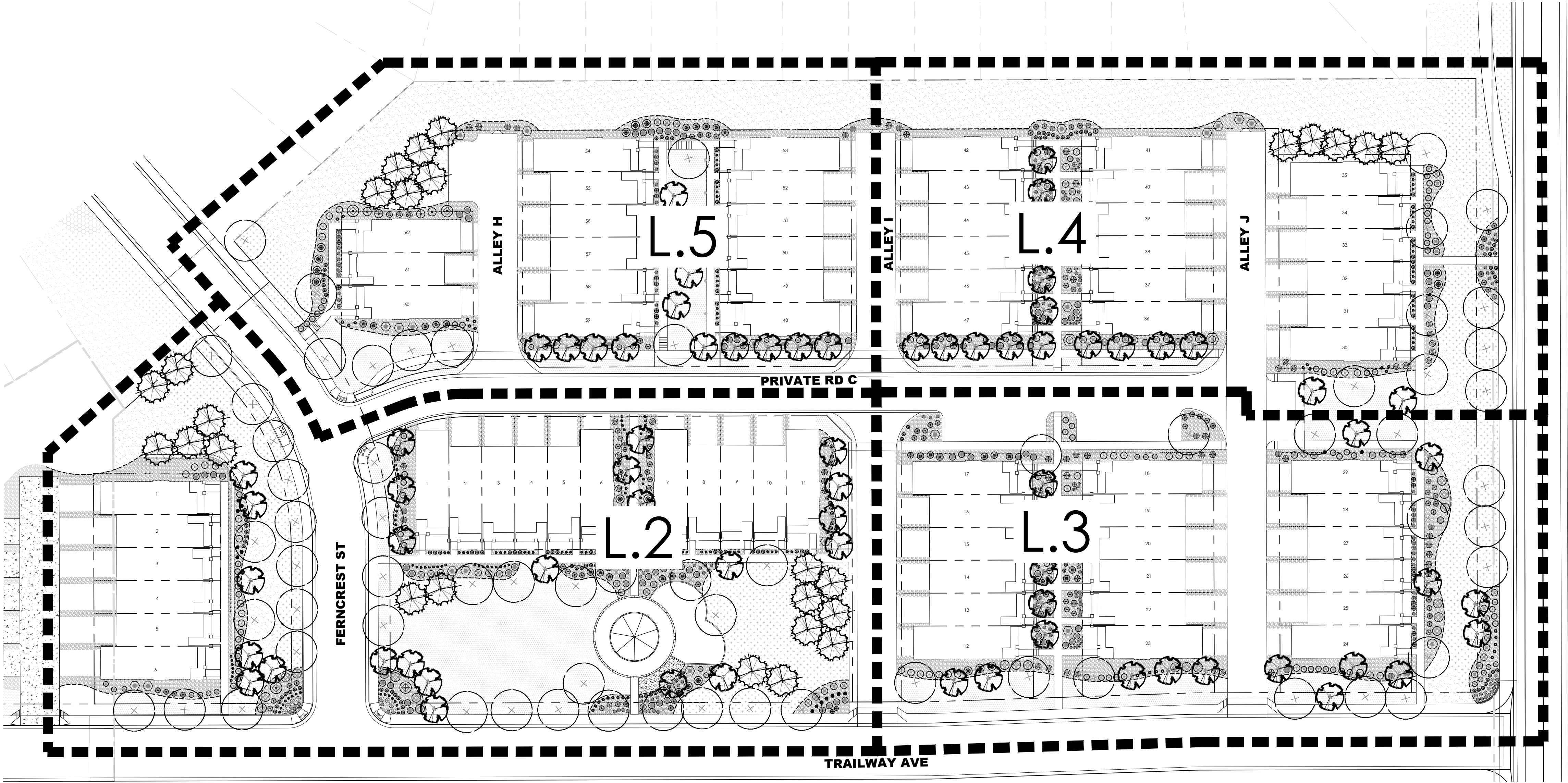
SHEET NUMBER

L.1

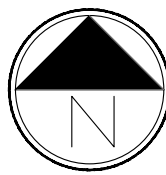
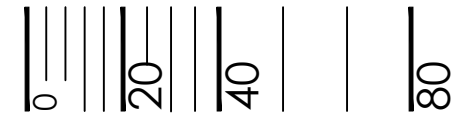
SHEET 5 OF 39

NOT FOR CONSTRUCTION

- LEGEND
- DECIDUOUS TREE
 - EVERGREEN TREE
 - ORNAMENTAL TREE
 - SHRUBS, GRASSES & PERENNIALS
 - STEEL EDGER
 - SOD
 - NATIVE SEED
 - LOW GROW NATIVE SEED
 - ROCK MULCH
 - CONCRETE



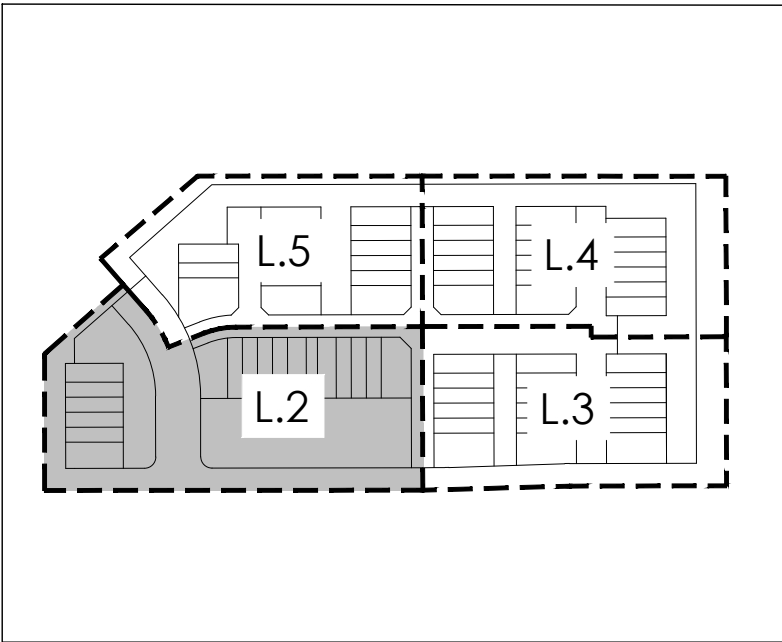
Scale: 1"= 40'-0"



DENMORE FILING NO. 5 FINAL DEVELOPMENT PLAN

A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
14.094 ACRES- 68 RESIDENTIAL LOTS, 1 SUPER LOT - 5 TRACTS PP ____ - ____

KEY MAP



NOT FOR CONSTRUCTION



PROJECT NAME

DENMORE FILING NO. 5
FIRESTONE, COLORADO
FINAL DEVELOPMENT PLAN

SUBMITTAL DATE:
9/16/2024
REVISION DATE:

SHEET TITLE

LANDSCAPE PLAN

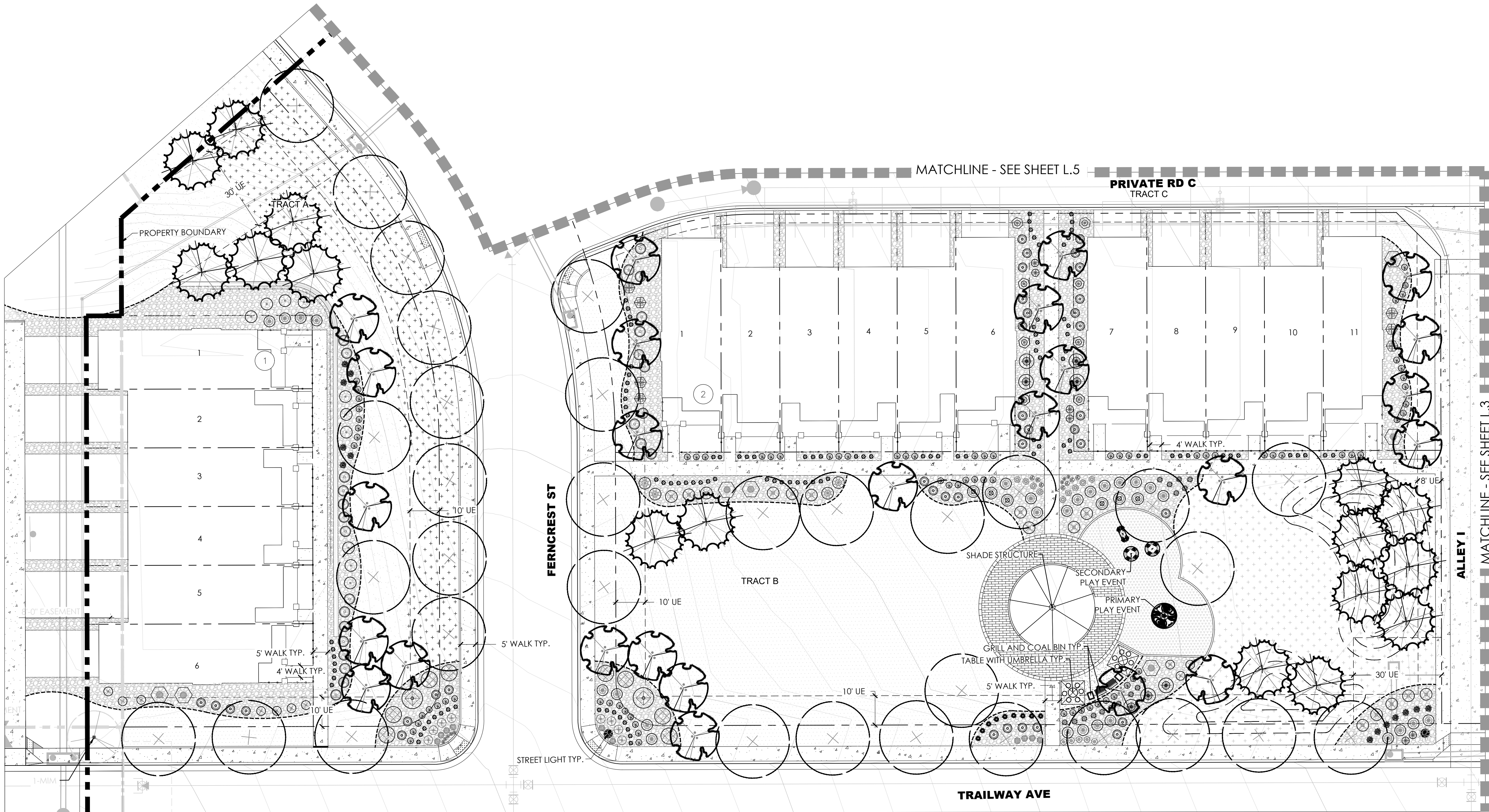
SHEET NUMBER

L.2

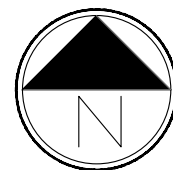
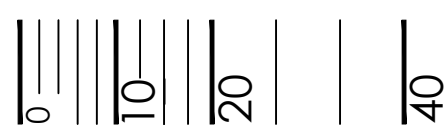
SHEET 6 OF 39

LEGEND

- DECIDUOUS TREE
- EVERGREEN TREE
- ORNAMENTAL TREE
- SHRUBS, GRASSES & PERENNIALS
- STEEL EDGER
- SOD
- NATIVE SEED
- LOW GROW NATIVE SEED
- ROCK MULCH
- CONCRETE
- PAVERS
- CRUSHER FINES
- FIBAR MULCH



Scale: 1"= 20'-0"



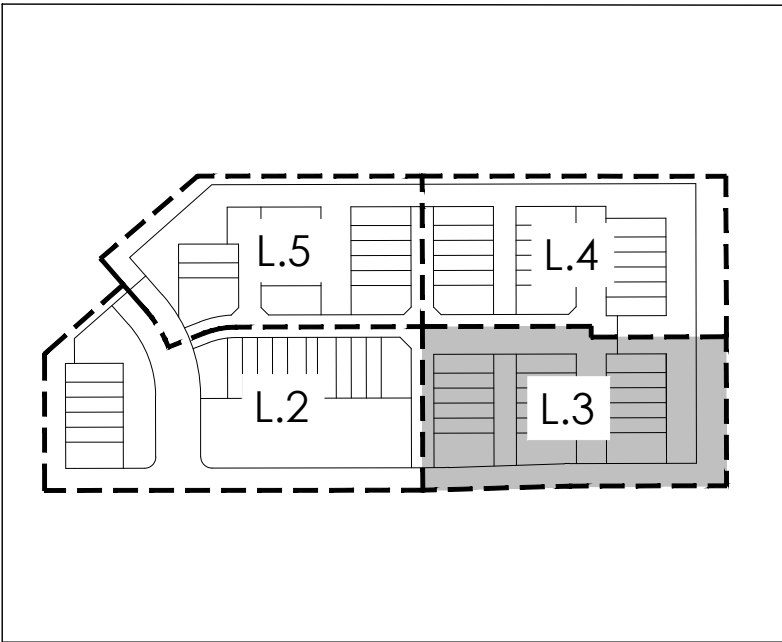
DENMORE FILING NO. 5 FINAL DEVELOPMENT PLAN

A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,

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

14.094 ACRES- 68 RESIDENTIAL LOTS, 1 SUPER LOT - 5 TRACTS PP ____ - ____

KEY MAP



NOT FOR CONSTRUCTION



PROJECT NAME

DENMORE FILING NO. 5
FIRESTONE, COLORADO
FINAL DEVELOPMENT PLAN

SUBMITTAL DATE:
9/16/2024
REVISION DATE:

SHEET TITLE

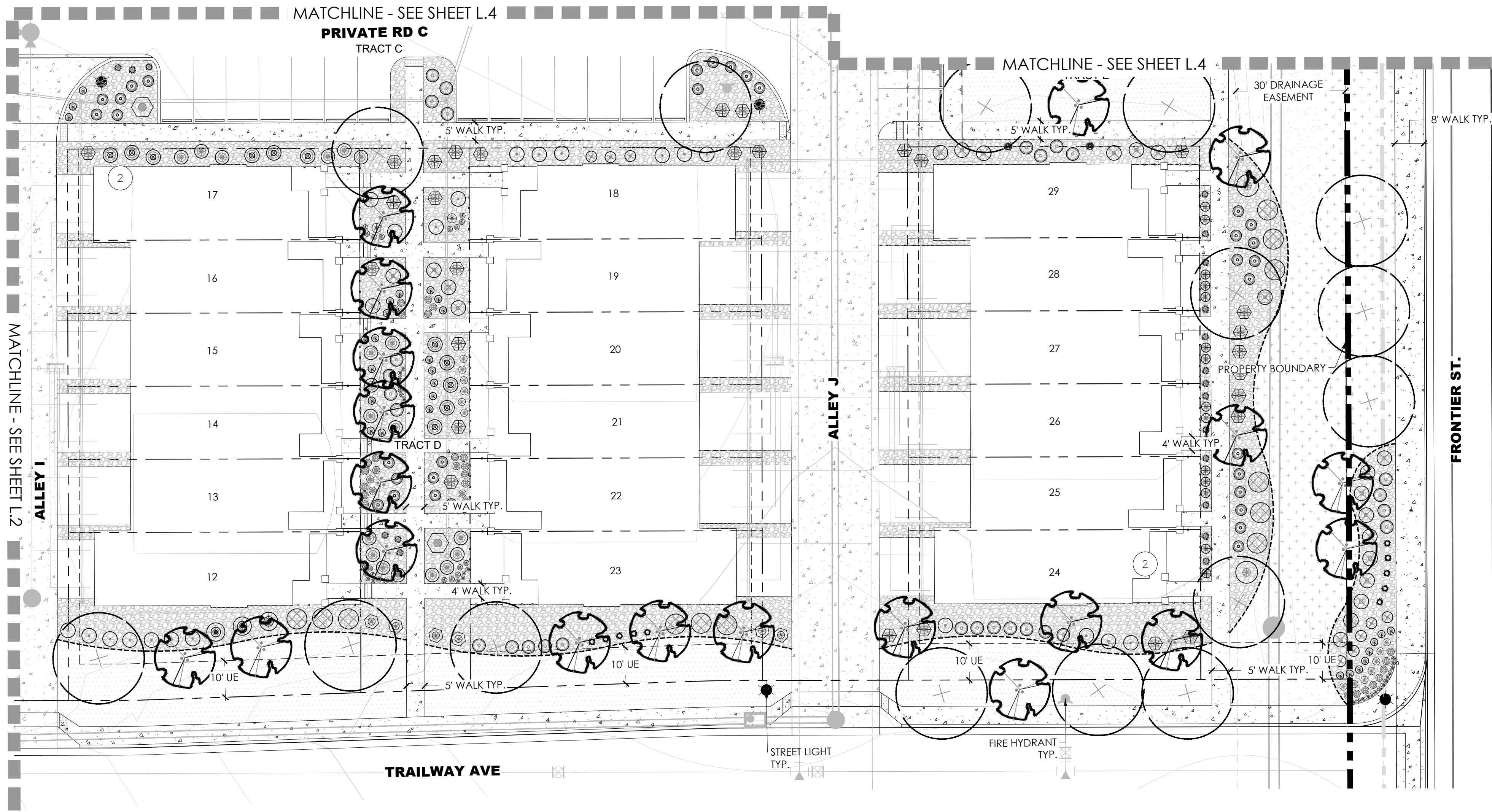
LANDSCAPE PLAN

SHEET NUMBER

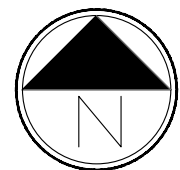
L.3

SHEET 7 OF 39

- LEGEND
- DECIDUOUS TREE
 - EVERGREEN TREE
 - ORNAMENTAL TREE
 - SHRUBS, GRASSES & PERENNIALS
 - STEEL EDGER
 - SOD
 - NATIVE SEED
 - LOW GROW NATIVE SEED
 - ROCK MULCH
 - CONCRETE

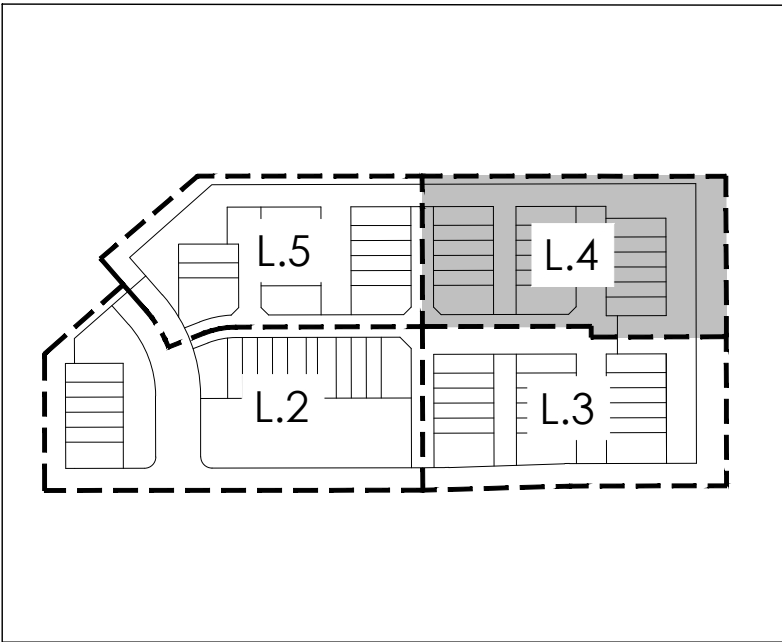


Scale: 1"= 20'-0"



DENMORE FILING NO. 5 FINAL DEVELOPMENT PLAN
A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
14.094 ACRES- 68 RESIDENTIAL LOTS, 1 SUPER LOT - 5 TRACTS PP ____ - ____

KEY MAP



terraccina
design
td
10200 E. Girard Ave. Ste A-314
Denver, CO 80231
ph: 303.432.8867

PROJECT NAME

DENMORE FILING NO. 5
FIRESTONE, COLORADO
FINAL DEVELOPMENT PLAN

SUBMITTAL DATE:
9/16/2024
REVISION DATE:

SHEET TITLE

LANDSCAPE PLAN

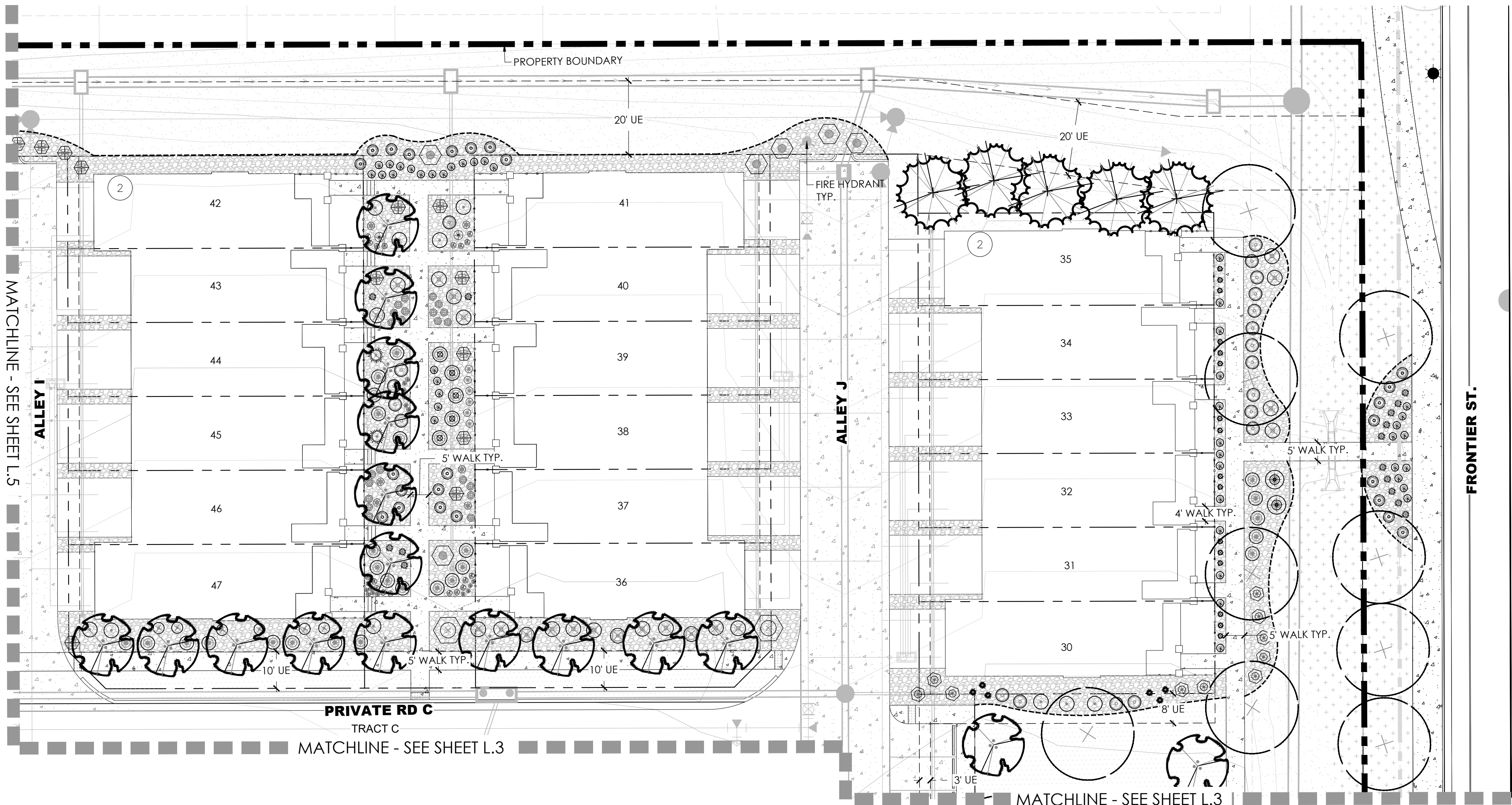
SHEET NUMBER

L.4

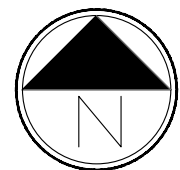
SHEET 8 OF 39

NOT FOR CONSTRUCTION

- LEGEND
- DECIDUOUS TREE
 - EVERGREEN TREE
 - ORNAMENTAL TREE
 - SHRUBS, GRASSES & PERENNIALS
 - STEEL EDGER
 - SOD
 - NATIVE SEED
 - LOW GROW NATIVE SEED
 - ROCK MULCH
 - CONCRETE

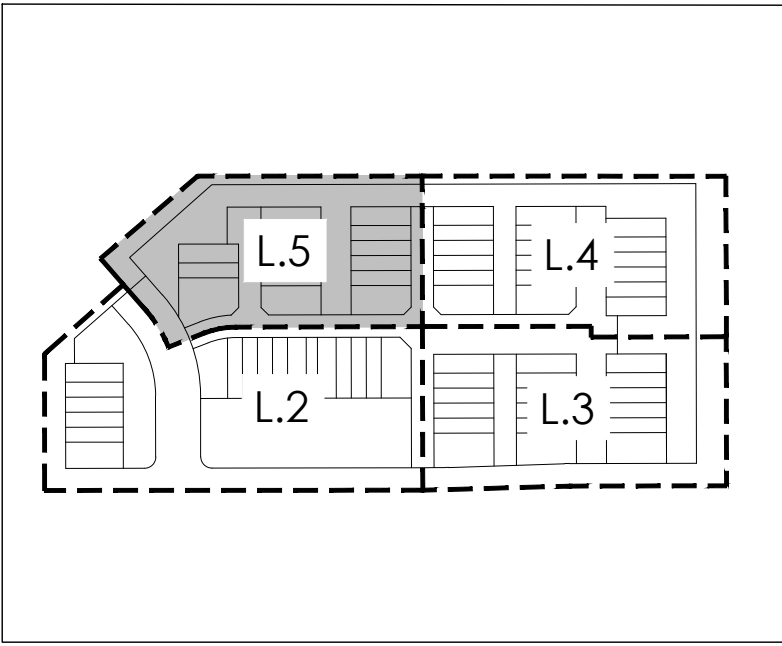


Scale: 1"= 20'-0"



DENMORE FILING NO. 5 FINAL DEVELOPMENT PLAN
A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
14.094 ACRES- 68 RESIDENTIAL LOTS, 1 SUPER LOT - 5 TRACTS PP ____ - ____

KEY MAP



terraccina
design
td
10200 E Girard Ave, Ste A-314
Denver, CO 80231
ph: 303.432.8867

PROJECT NAME

DENMORE FILING NO. 5
FIRESTONE, COLORADO
FINAL DEVELOPMENT PLAN

SUBMITTAL DATE:
9/16/2024
REVISION DATE:

SHEET TITLE

LANDSCAPE PLAN

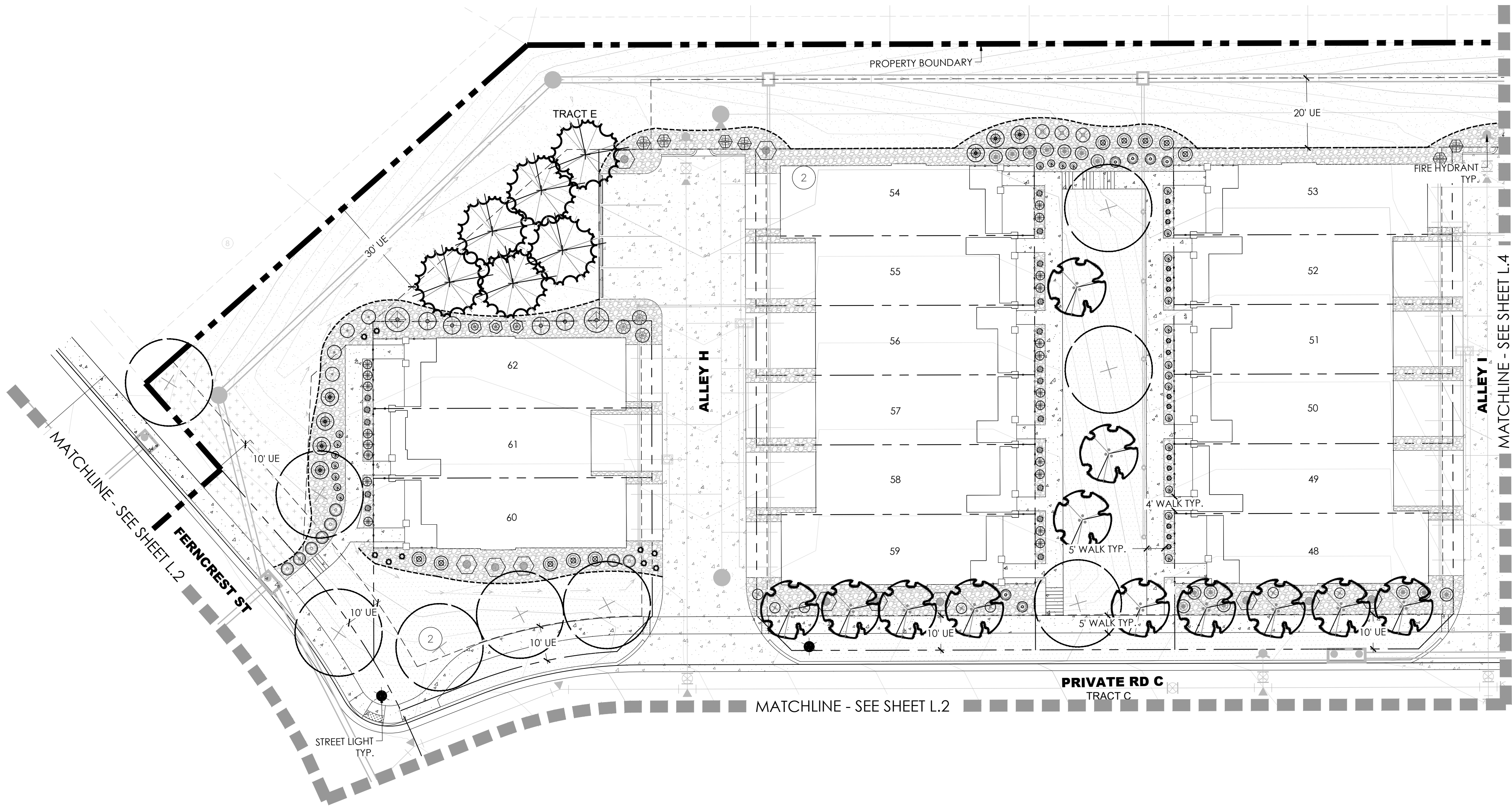
SHEET NUMBER

L.5

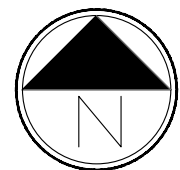
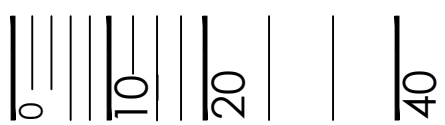
SHEET 9 OF 39

NOT FOR CONSTRUCTION

- LEGEND
- DECIDUOUS TREE
 - EVERGREEN TREE
 - ORNAMENTAL TREE
 - SHRUBS, GRASSES & PERENNIALS
 - STEEL EDGER
 - SOD
 - NATIVE SEED
 - LOW GROW NATIVE SEED
 - ROCK MULCH
 - CONCRETE



Scale: 1"= 20'-0"



p:\H\pointe\denmore\cod\submittal\townhome\fp\filling 5\submittal 1\5_Landscape-notes&details.dwg

DENMORE FILING NO. 5 FINAL DEVELOPMENT PLAN

A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,

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

14.094 ACRES- 68 RESIDENTIAL LOTS, 1 SUPER LOT - 5 TRACTS PP ____ - ____

LANDSCAPE NOTES

1.

ALL WORK SHALL CONFORM TO TOWN OF FIRESTONE STANDARDS AND SPECIFICATIONS AND WITH THE ACCEPTED PLANS. REFER TO THESE STANDARDS FOR ADDITIONAL INFORMATION AS NEEDED. A COPY OF THESE SPECIFICATIONS SHALL BE AVAILABLE ON THE WORK SITE AT ALL TIMES.
2.

THE DEVELOPER SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH PLANS DONE BY OTHERS SO THE PROPOSED GRADING, DRAINAGE WORK, OR OTHER CONSTRUCTION DOES NOT CONFLICT NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON THIS PLAN.
3.

STORM WATER BEST MANAGEMENT PRACTICES SHALL CONFORM TO STATE OF COLORADO REQUIREMENTS. ALL STORM WATER REPORTS AND REQUIRED PAPERWORK SHALL ADHERE TO ALL STATE OF COLORADO REQUIREMENTS.
4.

THE CONTRACTOR SHALL CERTIFY THAT THE GRADE IS WITHIN PLUS OR MINUS ONE-TENTH (1/10TH) OF THE FINAL GRADING PLAN PRIOR TO COMMENCEMENT OF ANY LANDSCAPE OR IRRIGATION WORK.
5.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS, FEES, AND LICENSES ASSOCIATED WITH THE WORK AS SHOWN ON THE PLANS.
6.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
7.

ANY REVISION TO THE LANDSCAPE PLAN SHALL BE REVIEWED AND APPROVED BY THE PARKS SUPERINTENDENT OR HIS DESIGNEE PRIOR TO IMPLEMENTATION.
8.

THE CONTRACTOR SHALL HAVE AN ACCEPTED SET OF PLANS AND MUST HAVE HELD A PRE-CONSTRUCTION MEETING WITH THE TOWN OF FIRESTONE PARKS DEPARTMENT PRIOR TO THE COMMENCEMENT OF ANY AND ALL WORK.
9.

THE CONTRACTOR SHALL WARRANTY THE PLANT MATERIAL, WORKMANSHIP, AND IRRIGATION SYSTEM FOR A PERIOD OF TWO YEARS.
10.

DO NOT DISTURB PAVING, LIGHTING, LANDSCAPE OR IRRIGATION THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLANS.
11.

THE CONTRACTOR SHALL IDENTIFY, VERIFY AND PROTECT CONTROL POINT. CONTRACTOR SHALL VERIFY LOCATION OF CONTROL POINT WEEKLY AND THE ORIGINAL CONDITION OF CONTROL POINT PIN SHALL BE MAINTAINED THROUGH OUT ENTIRE PROJECT. LOCATION AND G.P.S. COORDINATES OF THE CONTROL POINT SHALL BE IDENTIFIED ON ALL PLANS AND AS-BUILTS.
12.

GRAPHIC SYMBOLS SHALL PRESIDE OVER WRITTEN PLANT QUANTITIES.
13.

ALL TREES SPECIES SHALL BE FROM THE TOWN OF FIRESTONE APPROVED TREE LIST.
14.

NATIVE PLANTS SHALL BE USED IN NATIVE SEED AREAS. REFER TO STANDARDS AND SPECIFICATIONS FOR COMPLETE SPECIES LIST.

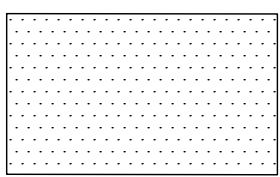
RIGHT-OF-WAY LANDSCAPE REQUIREMENTS				
STREET NAME	REQUIREMENT	STREET FRONTAGE (LF)	TREES REQUIRED	TREES PROVIDED
TRAILWAY AVE	ONE (1) DECIDUOUS OR ORNAMENTAL	779	19	19
FERNCREST ST	STREET TREE FOR EVERY FORTY (40) LINEAR FEET	618	15	15
FRONTIER ST. (CO 15)		380	9	9
TOTAL		1,777	43	43

MULTI-FAMILY LIVE LANDSCAPE MATERIAL REQUIREMENT			
ENTIRE LOT (SQ FT)	LIVE PLANT MATERIAL REQUIRED (SF) (15%)	LIVE PLANT MATERIAL PROVIDED (SF)	PERCENTAGE OF LIVE PLANT MATERIAL
345,956	51,893	119,012	34.4%

MULTI-FAMILY LIVE LADNSCAPE MATERIAL REQUIREMENT				
LANDSCAPED AREA (SQ FT.)	TREES REQUIRED (1/1,000 SF)	TREES PROVIDED	SHRUBS REQUIRED (1/150 SF)	SHRUBS PROVIDED
123,690	124	124	825	825

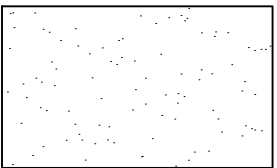
TURF

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



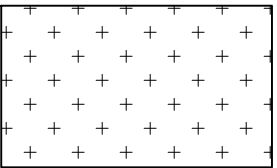
PBSI NATIVE SEED MIX

LBS/ACRE	BOTANICAL NAME	COMMON NAME
GRASSES		
1.5	BUCHLOE DACTYLOIDES	BUFFALOGRASS, NATIVE
0.25	CAREX NEBRASCENSIS	NEBRASKA SEDGE, NATIVE *
1	DISTICHLIS STRICTA	INLAND SALTGRASS, NATIVE
0.25	JUNICUS BALTICUS	BALTIC RUSH, NATIVE*
1	SPARTINA PECTINATA	PRAIRIE CORDGRASS, NATIVE*
1	PASCOPYRIUM SCOPARIUM	WESTERN WHEATGRASS, ARIBA*
2	PANICUM VIRGATUM	SWITCHGRASS, BLACKWELL*



PBSI LOW GROW SEED MIX

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



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

PLANT LIST

SYM	SCIENTIFIC NAME	COMMON NAME	SIZE
DECIDUOUS SHADE TREES			
ASG	ACER SACCHARUM 'GREEN MOUNTAIN'	MAPLE, SUGAR GREEN MOUNTAIN	2" CAL
CO	CELTIS OCCIDENTALIS	WESTERN HACKBERRY	2" CAL
CS	CATALPA SPECIOSA	CATALPA, WESTERN	2" CAL
GD	GYMNOCCLADUS DIOICUS 'ESPRESSO'	KENTUCKY COFFEE TREE, ESPRESSO	2" CAL
GII	GLEDITSIA TRIACANTHOS INERMIS 'IMPERIAL'	HONEYLOCUST, IMPERIAL	2" CAL
GTS	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE'	HONEYLOCUST, SKYLINE	2" CAL
QM	QUERCUS MACROCARPA	OAK, BUR	2" CAL
QS	QUERCUS SHUMARDII	OAK, SHUMARD	2" CAL
TCG	TILLIA CORDATA 'GREENSPIRE'	LINDEN, GREENSPIRE	2" CAL
UF	ULMUS 'FRONTIER'	ELM, FRONTIER	2" CAL
UT	ULMUS X TRIUMPH	ELM, TRIUMPH	2" CAL
ORNAMENTAL TREES			
AGF	ACER GINNALA 'FLAME'	MAPLE, AMUR OR GINNALA FLAME	6'-8' HT MULTI
ATH	ACER TATARICUM 'HOT WINGS'	MAPLE, HOT WINGS	6'-8' HT MULTI
CCG	CRATAEGUS CRUS-GALLI INERMIS	HAWTHORN, THORNLESS COCKSPUR	6'-8' HT MULTI
KP	KOELREUTERIA PANICULATA	GOLDENRAIN TREE	1.5" CAL
EVERGREEN TREES			
PE	PINUS EDULIS	PINE , PINON	6'-8' HT
PN	PINUS NIGRA	PINE, AUSTRIAN	6'-8' HT
PP	PINUS PONDEROSA	PINE, PONDEROSA	6'-8' HT
EVERGREEN SHRUBS			
JCC	JUNIPERUS CHINENSIS 'ALPINE CARPET'	JUNIPER, ALPINE CARPET	#5 CONT.
JHB	JUNIPERUS HORIZONTALIS 'BAR HARBOUR'	JUNIPER, BAR HARBOR	#5 CONT.
JMO	JUNIPERUS X MEDIA 'OLD GOLD'	JUNIPER, OLD GOLD	#5 CONT.
JSS	JUNIPERUS SABINA 'SCANDIA'	JUNIPER, SCANDIA	#5 CONT.
DECIDUOUS SHRUBS			
ACL	AMORPHA CANESCENS	LEADPLANT	#5 CONT.
ACS	ARTEMISIA CANA	SAGEBRUSH	#5 CONT.
AMH	ARONIA MELANOCARPA 'LOW SCAPE HEDGER'	CHOKEBERRY, LOW 'SCAPE HEDGER BLACK	#5 CONT.
CCM	COTINUS COGGYGRIA 'WINECRAFT BLACK'	SMOKE TREE, WINECRAFT BLACK	#5 CONT.
CCB	CHRYSOTHAMNUS NAUSEOSUS 'ALBICAULIS'	SPIREA, BLUE MIST	#5 CONT.
ENR	ERICAMERIA NAUSEOSA SSP. NAUSEOSA VAR. NAUSEOSA	RABBITBRUSH, TALL BLUE	#5 CONT.
FAP	FALLUGIA PARADOXA	APACHE PLUME	#5 CONT.
FPP	FORESTIERA NEOMEXICANA	NEW MEXICO, PRIVET	#5 CONT.
PAR	PEROVSKIA ATRIPLICIFOLIA	SAGE, RUSSIAN	#5 CONT.
PBP	PRUNUS BESSEYI 'PAWNEE BUTTES'	WESTERN SAND CHERRRY	#5 CONT.
PFG	POTENTILLA FRUTICOSA 'GOLDSTAR'	POTENTIALLA, GOLD STAR	#5 CONT.
POG	PHYSOCARPUS OPUFOLIUS 'DARTS GOLD'	NINEBARK, DARTS GOLD	#5 CONT.
PSM	PHILADELPHUS X 'SNOWBELLE'	MOCKORANGE, SNOWBELLE	#5 CONT.
RAG	RHUS AROMATICA 'GRO-LOW'	SUMAC, DWARF FRAGRANT	#5 CONT.
RFC	ROSA FLOWER CARPET CORAL	ROSE, FLOWER CARPET CORAL	#5 CONT.
RGM	RIBES ALPINUM 'GREENMOUND'	CURRANT, GREEN MOUND	#5 CONT.
RNW	ROSA 'NEARLY WILD'	ROSE, NEARLY WILD	#5 CONT.
ORNAMENTAL GRASSES			
AGG	ANDROPOGON GERARDII	BIG BLUESTEM GRASS	#1 CONT.
HSG	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA GRASS	#1 CONT.
PVH	PANICUM VIRGATUM 'HEAVY METAL'	DALLAS BLUES SWITCH GRASS	#1 CONT.
SHP	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	#1 CONT.
SSB	SCHIZACHYRIUM SCOPARIUM 'THE BLUES'	THE BLUES LITTLE BLUESTEM GRASS	#1 CONT.
SWG	SPOROBOLUS WRIGHTII	GIANT SACATON GRASS	#1 CONT.
PERENNIALS			
ARS	AGASTACHE RUPESTRIS	HYSSOP, SUNSET	F15
CRR	CENTRANTHUS RUBER	RED VALERIAN	F15
CSS	CERASTIUM TOMENTOSUM	SNOW-IN-SUMMER	F15
DFL	DIANTHUS 'FIRST LOVE'	PINKS, FIRST LOVE	F15
GLW	GAURA LINDHEIMERI	WHIRLING BUTTERFLIES	F15
HPB	HESPERALOE PARVIFLORA 'BRAKELIGHTS'	FALSE YUCCA, BRAKELIGHTS RED	#1 CONT.
KSE	KNIPHOFIA 'STARK'S EARLY HYBRIDS'	TORCHLILY, RED	#1 CONT.
RFG	RUDBECKIA FULGIDA 'GOLDSTRUM'	BLACK EYED SUSAN	1 GAL
SSM	MAY NIGHT PURPLE SALVIA	SALVIA X SYLVESTRIS	F15

NOT FOR CONSTRUCTION



PROJECT NAME

DENMORE FILING NO. 5
FIRESTONE, COLORADO
FINAL DEVELOPMENT PLAN

SUBMITTAL DATE:
9/16/2024

REVISION DATE:

SHEET TITLE

LANDSCAPE
NOTES &
DETAILS

SHEET NUMBER

LD.1

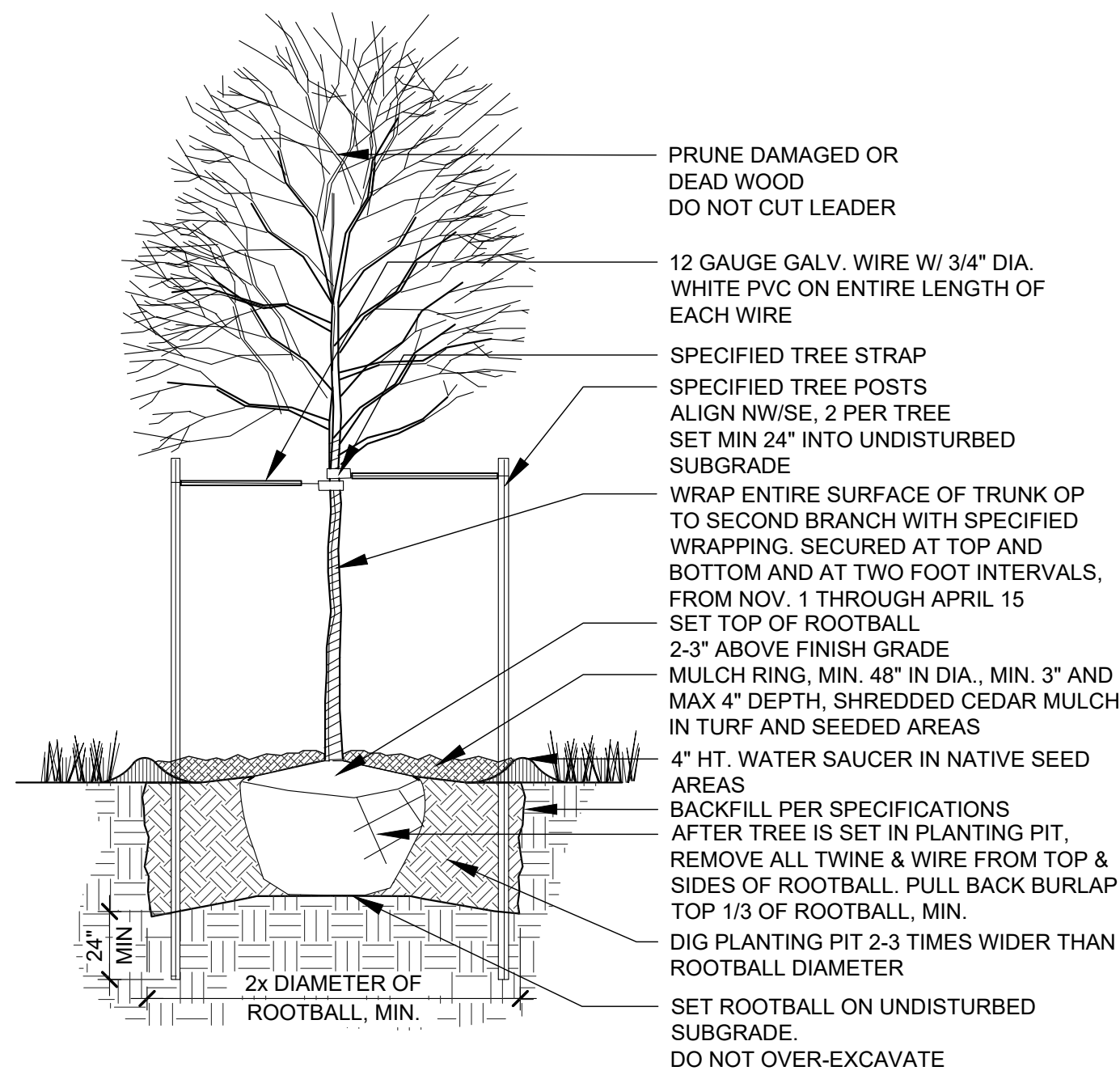
SHEET 10 OF 39

DENMORE FILING NO. 5 FINAL DEVELOPMENT PLAN

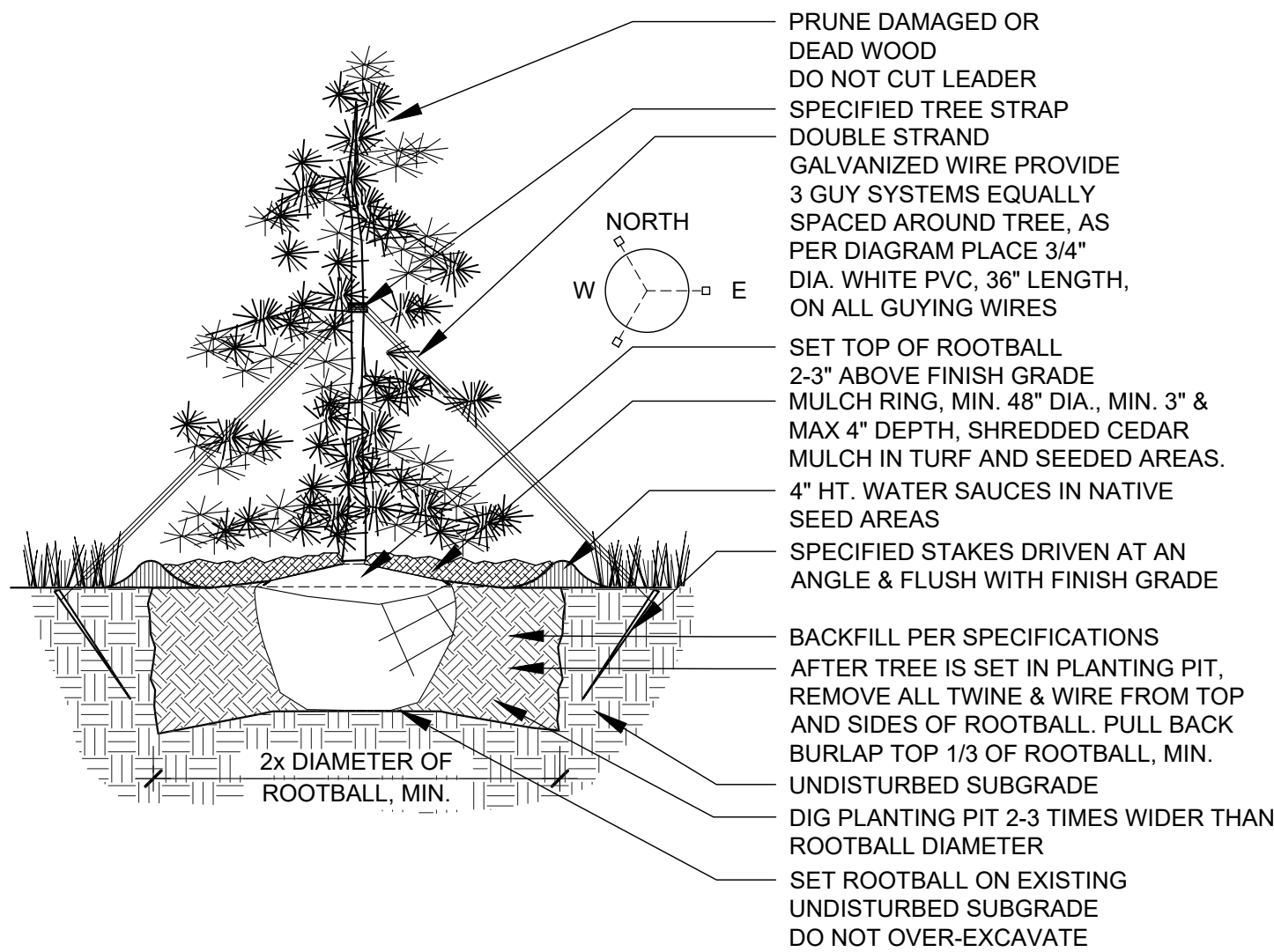
A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,

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

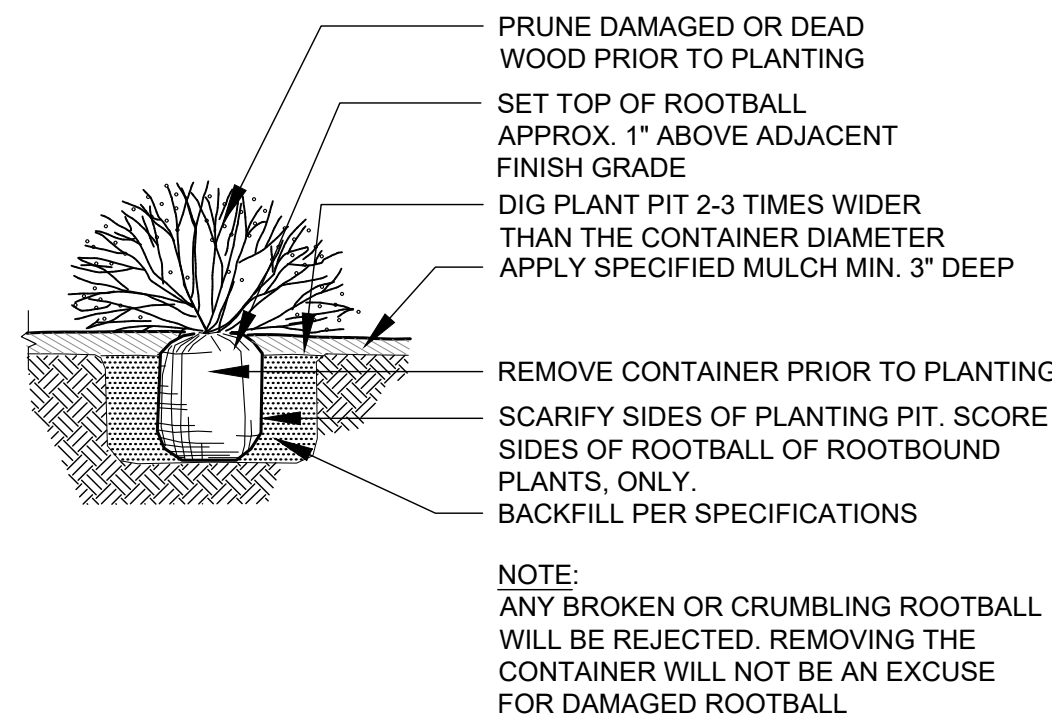
14.094 ACRES- 68 RESIDENTIAL LOTS, 1 SUPER LOT - 5 TRACTS PP ____ - ____



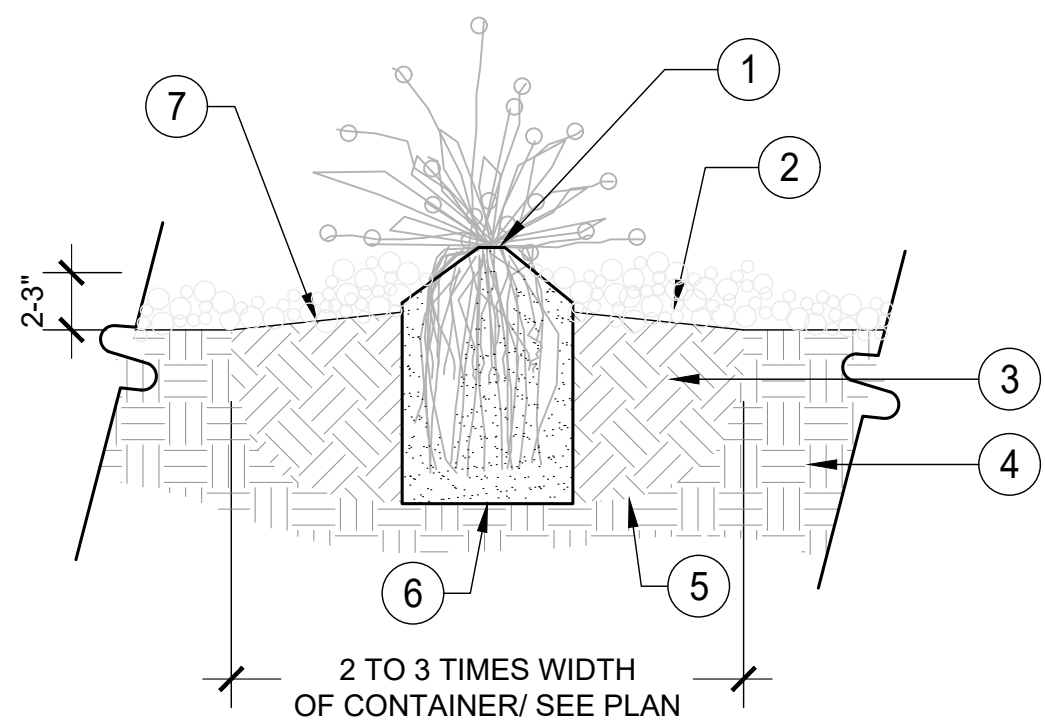
1 DECIDUOUS TREE PLANTING
NTS



2 EVERGREEN TREE PLANTING
NTS

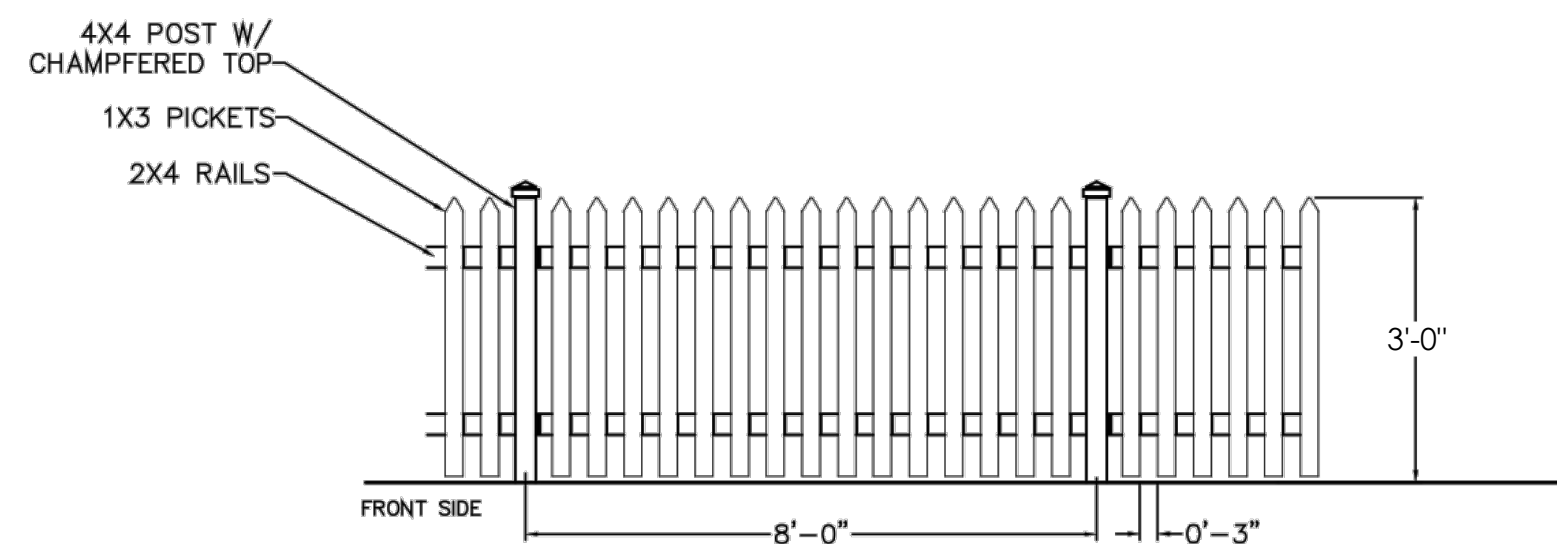


3 TYPICAL SHRUB PLANTING
NTS

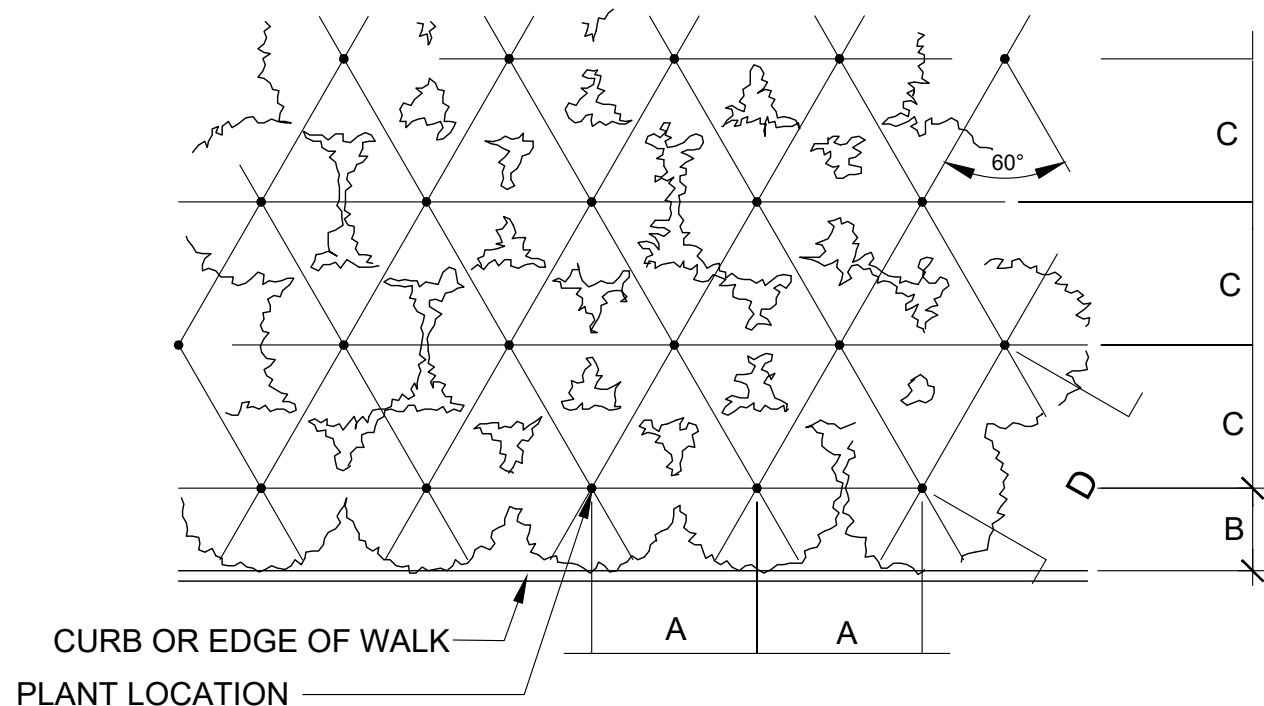


- NOTES:
- DO NOT PRUNE TO COMPENSATE FOR ROOT LOSS.
 - PRUNE ALL DEAD FOLIAGE.
 - HANDLE ONLY BY ROOTBALL.
 - REMOVE FROM CONTAINER AND PLACE GENTLY INTO HOLE.
 - PLACE BEST SIDE TO MOST FREQUENT VIEWING, NOTIFY LANDSCAPE ARCHITECT PRIOR TO PLANTING FOR STAKED LOCATIONS.
 - BACKFILL 3/4 OF THE HOLE AND WATER THOROUGHLY WHILE WORKING SOIL WITH HANDS TO ELIMINATE ANY AIR POCKETS.
 - REMOVE 2" OF MULCH FROM AROUND BASE OF PLANT.

4 TYPICAL PERENNIAL PLANTING
NTS

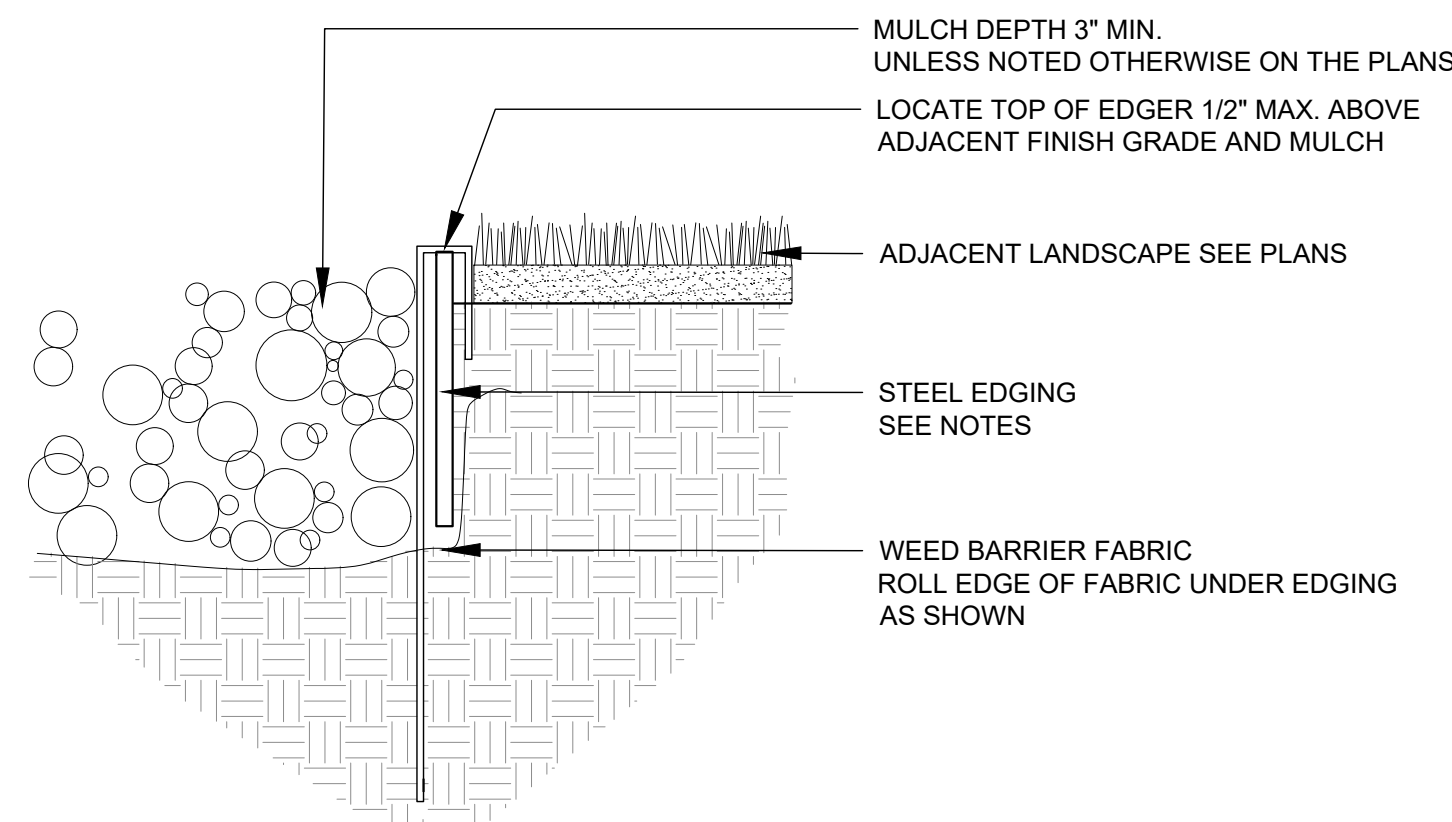


7 PICKET FENCE
NTS



PLANT SPACING	A	B	C	D
24"	24"	18"	21"	24"
30"	30"	15"	26"	30"
36"	36"	30"	31"	36"
48"	48"	30"	42"	48"
60"	60"	36"	52"	60"

5 TYPICAL PLANT SPACING
NTS



- NOTES:
- STEEL EDGING SHALL BE MIN. 14 GA., 6", ROLL TOP W/ 14" STAKES
 - EDGING SHALL BE POWDER COATED, BLACK
 - EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR, AND FLUSH W/ FINISH GRADE OF CONCRETE.
 - ALL JOINTS SHALL BE SECURELY STAKED.

6 STEEL EDGER
NTS

NOT FOR CONSTRUCTION



PROJECT NAME

DENMORE FILING NO. 5
FIRESTONE, COLORADO
FINAL DEVELOPMENT PLAN

SUBMITTAL DATE:
9/16/2024

REVISION DATE:

SHEET TITLE

LANDSCAPE
NOTES &
DETAILS

SHEET NUMBER

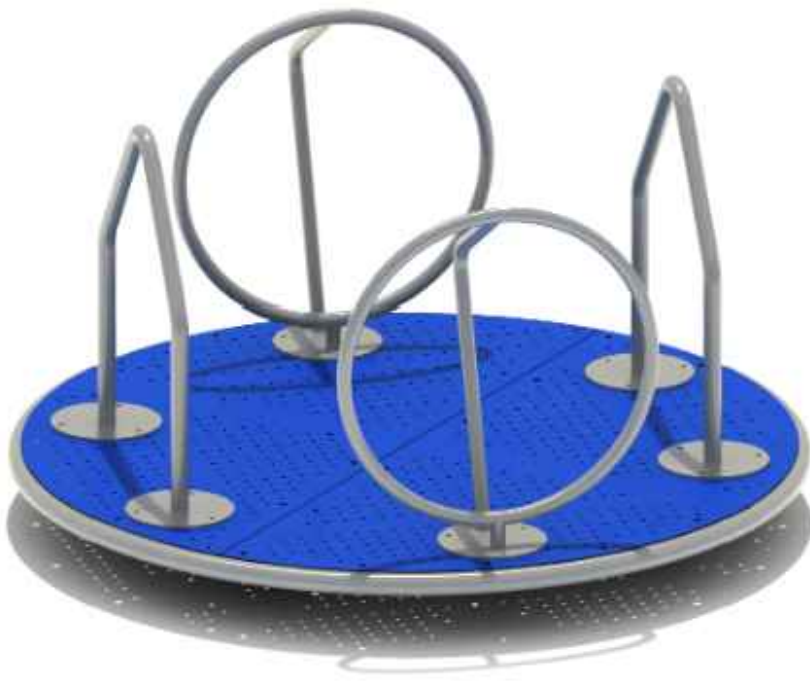
LD.2

SHEET 11 OF 39

DENMORE FILING NO. 5 FINAL DEVELOPMENT PLAN

A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

14.094 ACRES- 68 RESIDENTIAL LOTS, 1 SUPER LOT - 5 TRACTS PP ____ - ____



1 SHADE STRUCTURE
NTS

2 PRIMARY PLAY EVENT
NTS

3 SECONDARY PLAY EVENT
NTS



4 OUTDOOR SEATING WITH UMBRELLA
NTS

5 CHARCOAL GRILL
NTS

6 CHARCOAL BIN
NTS

NOT FOR CONSTRUCTION



Know what's below.
Call before you dig.



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

PROJECT NAME

DENMORE FILING NO. 5
FIRESTONE, COLORADO
FINAL DEVELOPMENT PLAN

SUBMITTAL DATE:
9/16/2024
REVISION DATE:

SHEET TITLE

LANDSCAPE
NOTES &
DETAILS

SHEET NUMBER

LD.3

SHEET 12 OF 39

FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC 25-05

**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF
THE TOWN OF FIRESTONE, COLORADO, RECOMMENDING
APPROVAL OF THE DENMORE FILING 5 PRELIMINARY
SUBDIVISION PLAT**

WHEREAS, Tri Pointe Homes Holdings, Inc. (the "Applicant"), as the owner of certain real property located within the Town of Firestone, Colorado (the "Property"), has submitted a proposed preliminary subdivision plat for the Property (the "Application"); and

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

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

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

Section 1. The Town of Firestone Planning and Zoning Commission hereby recommends the Board of Trustees approve the Denmore Filing 5 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 Preliminary Plat and preliminary 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 17 day of July, 2025.

ATTEST:

Rusti Roberto
Secretary



James Sullivan
Chairperson

JAMES SULLIVAN

EXHIBIT A

Denmore Filing 5 Preliminary Plat

DENMORE FILING NO. 5 PRELIMINARY PLAT
A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
14.094 ACRES - 68 RESIDENTIAL LOTS, 1 SUPER LOT - 5 TRACTS

CERTIFICATION OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT TRI-POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION BEING THE OWNERS OF THE LAND SHOWN IN THIS PLAT AND DESCRIBED AS FOLLOWS:

TRACTS A AND B ARE A PORTION OF DENMORE FILING NO. 5, A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, BEING THE SOUTHEAST CORNER OF SAID TRACT 5, FROM WHICH THE SOUTHWEST CORNER OF SAID TRACT 5 BEARS NORTH 89°45'45" WEST, A DISTANCE OF 820.07 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERE TO;

THENCE ALONG SAID SOUTHERLY BOUNDARY OF SAID TRACT 5, NORTH 89°45'45" WEST, A DISTANCE OF 820.07 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 5;

THENCE NORTH 0°07'07" EAST, ALONG THE WESTERN BOUNDARY OF SAID TRACT 11, A DISTANCE OF 360.46 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 11;

THENCE NORTH 89°05'05" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT 11, A DISTANCE OF 12.00 FEET;

THENCE SOUTH 89°05'05" EAST, A DISTANCE OF 146.09 FEET;

THENCE SOUTH 89°05'05" EAST, A DISTANCE OF 12.00 FEET TO A POINT ON THE WESTERN BOUNDARY OF SAID TRACT 8;

THENCE ALONG THE BOUNDARY OF SAID TRACT 8, THE FOLLOWING PRE (S) CORNERS:

1. NORTH 0°07'07" EAST, A DISTANCE OF 333.4 FEET;

2. NORTH 49°45'45" EAST, A DISTANCE OF 126.52 FEET;

3. NORTH 49°45'45" WEST, A DISTANCE OF 32.85 FEET;

4. NORTH 49°45'45" WEST, A DISTANCE OF 146.09 FEET;

5. SOUTH 89°05'05" EAST, A DISTANCE OF 146.09 FEET TO THE NORTHEAST CORNER OF SAID TRACT 8;

THENCE ALONG THE EASTERN BOUNDARY OF SAID TRACT 8 AND 9, A DISTANCE OF 763.28 FEET TO THE POINT OF BEGINNING

CONTAINING AN AREA OF 14.094 ACRES (10,344 SQUARE FEET), MORE OR LESS

HAVE Laid Out, Surveyed and Platted SAID LAND AS PER FRANCHISE HEREON CONTAINED UNDER THE NAME AND STYLE OF

DENMORE FILING NO. 5, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY

SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOR EVER AND DOES FURTHER DEDICATE TO THE USE OF THE

TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES, (AND OTHER APPROPRIATE ENTITIES) THESE PORTIONS OF SAID REAL

PROPERTY WHICH ARE SO DESCRIBED AS FOLLOWS AS SHOWN:

TRACT USE SUMMARY TABLE			
TRACT	AREA (EST. ±)	AREA (A.C. ±)	USE
A	10,342	0.251	OPEN SPACE/DRAINAGE/UTILITIES
B	76,643	0.812	OPEN SPACE/DRAINAGE/UTILITIES
C	49,970	1.148	ACCESS/UTILITIES
D	4,458	0.102	ACCESS/UTILITIES
E	55,776	1.280	OPEN SPACE/DRAINAGE/UTILITIES
TOTAL	147,731	3.593	

SUBDIVISION DATA TABLE		
TOTALS		
BRIDGE AREA	14.094 ACRES	
DENSITY (RESIDENTIAL LOTS PER ACRE)	4.82 LOTS / ACRE	
NUMBER OF SINGLE FAMILY ATTACHED RESIDENTIAL LOTS	68	
NUMBER OF TRACTS	5	
AREA OF ROW	1.418 ACRES	
AREA OF TRACTS	3.207 ACRES	
AREA OF SINGLE FAMILY ATTACHED RESIDENTIAL LOTS	9.207 ACRES	
DENSITY (SINGLE FAMILY ATTACHED RESIDENTIAL LOTS PER ACRE)	7.39 LOTS / ACRE	
MINIMUM SINGLE FAMILY ATTACHED RESIDENTIAL LOT AREA	1,538 SQUARE FEET	
MAXIMUM SINGLE FAMILY ATTACHED RESIDENTIAL LOT AREA	4,411 SQUARE FEET	
AVERAGE SINGLE FAMILY ATTACHED RESIDENTIAL LOT AREA	2,875 SQUARE FEET	



VICINITY MAP
SCALE: 1" = 1000'

OWNER:

TRI-POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION
5555 S. KOSLOW ST., SUITE 400
FIRESTONE, COLORADO 80439

BY:

NAME: _____
TITLE: _____

LOCATED THIS _____ DAY OF _____ A.D. 20____

STATE OF COLORADO }
COUNTY OF _____ }

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME

THIS _____ DAY OF _____ 20____

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

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL, NOTARY PUBLIC

SURVEYING CERTIFICATE:

I, JAMES E. LYNCH, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY AND THIS PLAT WERE MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A MEMBER OF THE NATIONAL SOCIETY OF PROFESSIONAL LAND SURVEYORS AND THE SOCIETY OF PROFESSIONAL LAND SURVEYORS OF THE STATE OF COLORADO, STATE BOARD OF SURVEYING, AND THE SOCIETY OF PROFESSIONAL ENGINEERS, PROFESSIONAL ARCHITECTS AND PROFESSIONAL LAND SURVEYORS, AND THE TOWN OF FIRESTONE.

BY: JAMES E. LYNCH, P.L.S., NO. 37753
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, SURVEYING, OR THIS PLAT WITHIN TWO YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
NOTICE: PER THE STATE OF COLORADO BOARD OF LAND SURVEYING FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT IMPLY A GUARANTEE OF THE ACCURACY OF THE SURVEY. THE SURVEYOR'S RESPONSIBILITY IS TO OBTAIN THE BEST AVAILABLE INFORMATION AND TO EXERCISE REASONABLE CARE AND SKILL IN THE PERFORMANCE OF HIS OR HER DUTY. THE SURVEYOR'S LIABILITY IS LIMITED TO THE KNOWLEDGE, INFORMATION AND BELIEF.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT FOR DENMORE FILING NO. 5 WAS APPROVED ON THE _____ DAY
OF _____ 20____ BY RESOLUTION NO. _____, PASSED AND ADOPTED AT THE REGULAR MEETING OF

THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, HELD ON THIS _____ DAY OF _____, 20____, AND MAY BE SUBJECT TO THE PROVISIONS THAT INTERFERE WITH THE TOWN'S ACCEPTANCE OF THE TOWN OF FIRESTONE FOR THE FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND OR EASEMENTS DEDICATED TO THE TOWN EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF TRUSTEES.

OWNER AND DEVELOPER:

TRI-POINTE HOMES
10200 E. GRAND AVENUE, SUITE 314
DENVER, COLORADO 80231
720-341-3100
CONTACT: JEFF MANICK, LEED AP
JMANICK@TRIPOINTEHOMES.COM

ENGINEER:

TRIPOINTE DESIGN
10200 E. GRAND AVENUE, SUITE 314
DENVER, COLORADO 80231
720-341-3100
CONTACT: JEFF MANICK, LEED AP
JMANICK@TRIPOINTEHOMES.COM

SURVEYOR:

AZTEC CONSULTANTS, INC.
305 EAST MARSHAL AVE., SUITE 1
DENVER, COLORADO 80222
303-733-1888
JLYNCH@AZTECCONSULTANTS.COM



DEVELOPER
TRI-POINTE HOMES
5555 S. KOSLOW ST., SUITE 400
FIRESTONE, COLORADO 80439

DATE OF PREPARATION
SCALE
SHEET 1 OF 3

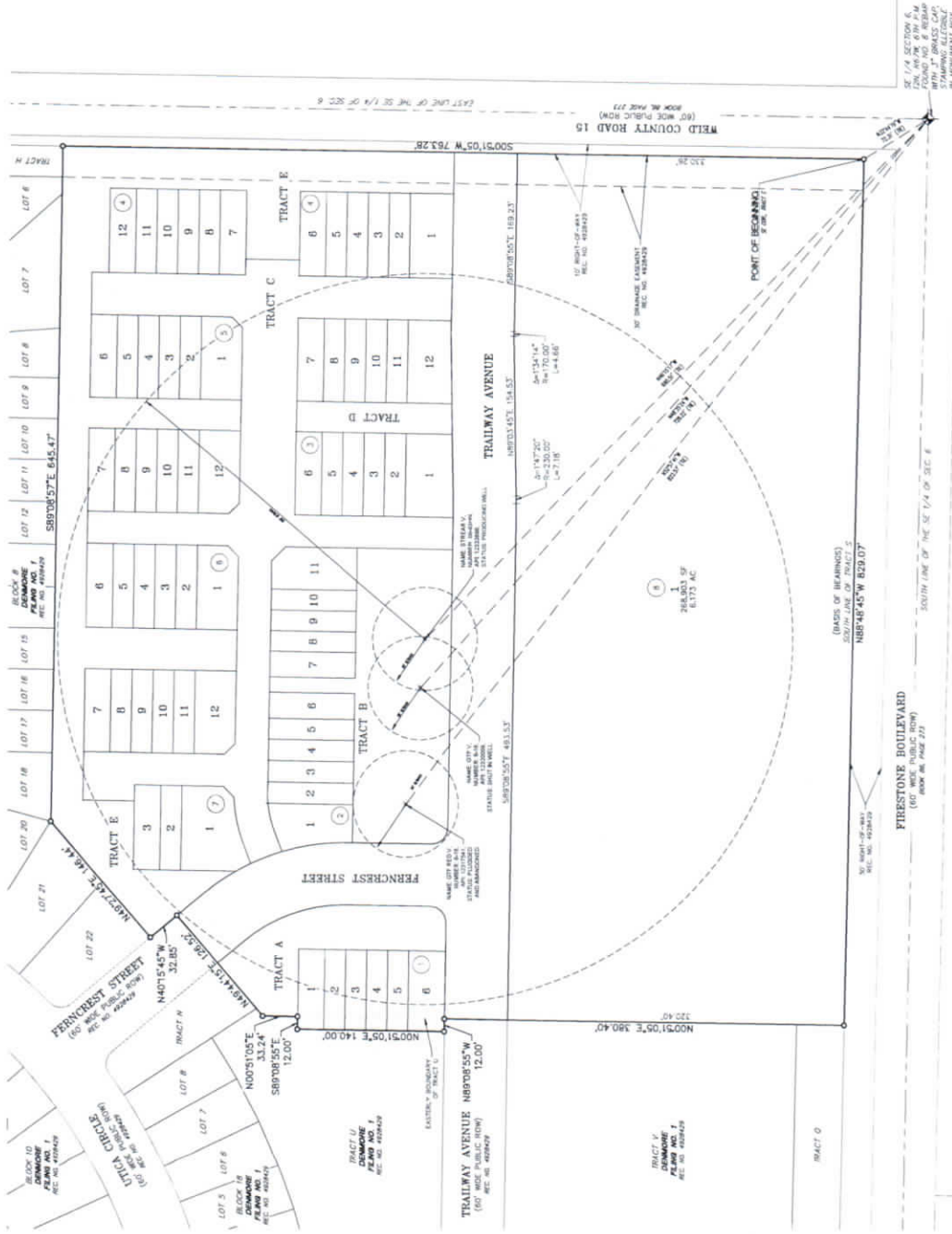
LAST REVISED: 01/21/2025

Author: JEL, Date: 01/21/2025

Drawn By: JEL

DENMORE FILING NO. 5 PRELIMINARY PLAT

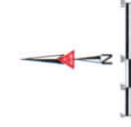
A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
14.094 ACRES - 68 RESIDENTIAL LOTS, 1 SUPER LOT - 5 TRACTS



MONUMENT SYMBOL LEGEND

- ★ FOUR SECTORS FORMER AS DESCRIBED HEREIN
- STAINLESS STEEL PIN 1/4" YELLOW PLASTIC CAP
- STAINLESS STEEL PIN 1/4" YELLOW PLASTIC CAP
- 1/4" YELLOW PLASTIC CAP
- 1/4" YELLOW PLASTIC CAP

**FOR REVIEW
DO NOT RECORD**



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

DEVELOPER
TRI POINTE HOMES
3350 E. WILSON ST., SUITE 400
GREENWOOD VILLAGE, CO 80111

AZTEC
CONSULTANTS, INC.
10000 E. WILSON ST., SUITE 400
GREENWOOD VILLAGE, CO 80111
760.444.4444
www.aztecinc.com

DATE OF PREPARATION: 4/19/2014
SCALE: 1" = 40'
SHEET 2 OF 3

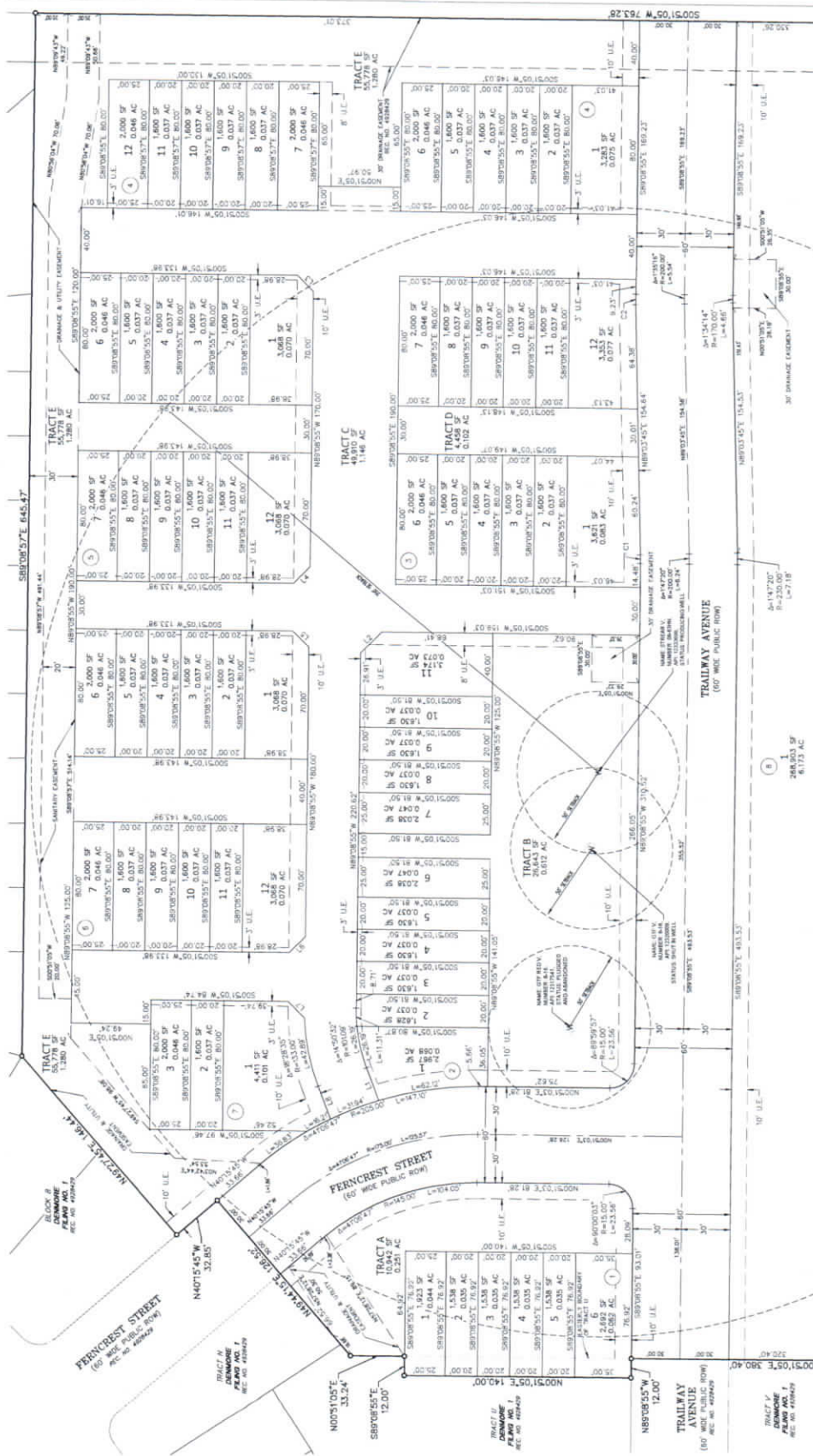
Drawn By: CLW

DENMORE FILING NO. 5 PRELIMINARY PLAT

A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
14.094 ACRES - 68 RESIDENTIAL LOTS, 1 SUPER LOT - 5 TRACTS

MONUMENT SYMBOL LEGEND

 FROM SECTION CORNER AS DEPICTED HEREIN
 SET NO. 5, 1/4" RED WITH 1-1/4" YELLOW PLASTIC CAP
 STAMPS "ATC PLS 3937"
 S.S. = RIGHT-OF-WAY



LINE	BEARING	LENGTH
L1	S89°25'51"W	21.45'
L2	N44°08'55"W	18.51'
L3	N45°51'05"E	14.44'
L4	S44°08'55"E	14.44'
L5	S45°51'05"W	14.44'
L6	S44°08'55"E	14.44'
L7	S45°51'05"W	14.36'
L8	S89°25'51"W	21.81'

CURVE	DELTA	RADIUS	LENGTH
C1	147°20'	170.00'	5.31'
C2	175°25'	220.00'	8.42'



FOR NEW RECORD

SEE SHEET 2

AZTEC
CONSULTANTS, INC.

101 East 10th Street, Suite 100
Denver, CO 80202
Phone: 303.733.1111
Fax: 303.733.1112
Email: info@aztecinc.com

DEVELOPER
TRI POINTE HOMES

3430 E. 10th St., Suite 400
GREENWOOD VILLAGE, CO 80111

DATE OF PREPARATION: 9/16/2014

SCALE: 1" = 30'

SHEET 3 OF 3

FOR AND ON BEHALF OF
ATC CONSULTANTS, INC.



Staff Report

Denmore, Filing 5

Preliminary Plat

**Prepared by the
Town of Firestone for the
Planning and Zoning Commission**

July 17, 2025

GENERAL INFORMATION

- Purpose:** This staff report is for the Denmore, Filing 5 Preliminary Plat proposing 69 lots on approximately 14 acres. The proposed use is a low-density residential subdivision comprised of 68 townhome units. The $\pm$ 6.17-acre tract on the southern half of the property is reserved for future commercial use.
- Applicant:** Tri Pointe Homes Holdings, Inc.
5350 S. Roslyn Street, Ste 400
Greenwood Village, CO 80111
- Owners' Representative:** Dan Galasso
Tri-Pointe Homes Holdings, Inc.
5350 S. Roslyn Street, Ste 400
Greenwood Village, CO 80111
- Location:** The Denmore, Filing 5 Preliminary Plat is located northwest of the intersection of Firestone Boulevard and Frontier Street (CR 15).



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	R-A (Firestone)	Denmore, Filing 1 Subdivision
SOUTH	NC, PUD (Firestone)	Vacant land and sports complex
EAST	R-A & NC (Firestone)	Vacant land and oil/gas facility
WEST	R-A (Firestone)	Denmore, Filing 1 Subdivision

Denmore, Filing 5 Preliminary Plat - Plan Analysis:

The Denmore, Filing 5 Preliminary Plat proposes 68 residential lots and one (1) tract for future development on approximately 14 acres. The property has dual zoning, with roughly the northern half zoned Low-Density Residential (R-A). The southern half is a tract for future development and is zoned Neighborhood Commercial (NC).

The subject property is located on the northwest corner of Trailway Avenue and Frontier Street (CR 15). The land is vacant. There are three (3) well sites: one abandoned and capped, one shut in, and one actively producing.

The gross density of the proposed subdivision is 4.8 units per acre, which is in accordance with the R-A zoning regulations as outlined in the Firestone Development Code (FDC). The R-A zone district allows a maximum of 5 dwelling units per acre. Lot sizes range from 20 feet wide and 1,600 square feet on interior lots; eleven (11) 2,000 square feet lots on the end lots; and eleven (11) lots that average 3,500 square feet. These larger lots anchor the blocks adjacent to roadways. The proposed development area will feature single-family attached homes. The townhomes will serve as a buffer between the adjacent developments and the future commercial development along Firestone Boulevard.

Vehicular access points into the site are located on Ferncrest Street and Trailway Avenue, two roadways extending from the adjacent subdivision filings. The future commercial development tract may include access point(s) onto Firestone Boulevard and Frontier Street.

Pedestrian access is provided via attached sidewalks along interior residential streets, and trail connections are available throughout the property to the Firestone Trail. A wide drainage way is proposed along the north side of the property.

The total required Open Space and Park dedications for Filing 5 are approximately three (3) acres. The Open Space dedication area from Denmore Filings 1 and 2 (the remaining area from previous filings) and the additional pocket park area provided with this filing meet the required Open Space for Filing 5. The pocket park dedication required for Filing 5 is 0.105 acres and is satisfied. The Open Space and Park requirements are in accordance with the FDC. The acreage needed for Neighborhood Park and Community Park will be satisfied through cash-in-lieu or alternative options, as determined by the Town.

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

APPROVAL CRITERIA AND STAFF ANALYSIS

Preliminary Plat Approval Criteria and Staff Analysis:

The Preliminary Plat application for Denmore, Filing 5 was reviewed for compliance with the Approval Criteria from Section 16.7.6.C of the FDC. Staff makes the following findings:

- A. The subdivision is generally consistent with the Town's Comprehensive Master Plan;
Staff: *The proposed preliminary plat is generally consistent with the MU (Mixed Use) land use designation as identified in the Town's Master Plan. This includes the future development permitted for non-residential purposes.*
- B. The subdivision is generally consistent with and implements the intent of the specific zoning district in which it is located;
Staff: *The proposed preliminary plat is consistent with the purpose and intent of the R-A and NC zone districts as outlined in the FDC.*
- C. The general layout of lots, streets, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed to meet the Town's standards related to health and safety and in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this FDC;
Staff: *The general layout of the proposed preliminary plat is consistent with applicable development and design standards set forth in the FDC. In addition, the general layout is consistent with the Town of Firestone Design Standards and Construction Specifications for Public Improvements.*
- D. The subdivision complies with all applicable use, development, and design standards set forth in Chapters 3, 5 and 6 of this FDC that have not otherwise been modified or waived pursuant to this Chapter or this FDC;
Staff: *The proposed preliminary plat complies with the development and design standards set forth in Chapters 3, 5 and 6 of the FDC.*
- E. The subdivision complies with all applicable regulations, standards, requirements, or plans of the Federal or State governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations;

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

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

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

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

Staff: *The proposed preliminary plat is integrated and connected to major pedestrian and vehicular passageways, providing trail connections to the Firestone Trail and vehicular access to Firestone Boulevard and Frontier Street through the adjacent subdivision development.*

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

Staff: *The proposed preliminary plat will not have significant adverse impacts on adjacent properties, given that the residential development will act as a buffer to future non-residential development along Firestone Boulevard.*

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

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

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

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

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times Call:	July 2, 2025
Property Posted:	July 1, 2025
Letters to Adjacent Property Owners:	July 1, 2025

RECOMMENDATIONS

Town staff recommends that the Planning and Zoning Commission approve draft Resolution PC-25-05, a resolution recommending approval of the Denmore, Filing 5 Preliminary Plat application to the Board of Trustees with the following conditions:

- a. All remaining technical corrections to the Denmore, Filing 5 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.

AGENDA INFORMATION MEMORANDUM

TOWN OF FIRESTONE PLANNING AND ZONING COMMISSION



AIM No.: 6.b

Land Development

Meeting Date: July 23, 2025

Initiated By: Matt Thompson

Department: Planning & Development

AGENDA ITEM

PUBLIC HEARING: Resolution 25-82: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FINAL PLAT FOR BAREFOOT LAKES FILING 7E SUBDIVISION

RECOMMENDATION

Town staff recommends that the Board of Trustees approve draft Resolution 25-82, a resolution approving the Barefoot Lakes Filing 7E Final Plat application with the following conditions:

1. All remaining technical corrections to the Barefoot Lakes Filing 7E 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.

SUMMARY

Barefoot Lakes Filing 7E, Final Plat proposes 7 shared lots and 9 tracts on 24.958 acres, consisting of 119 single-family detached residential units (motor court) and 80 single-family attached residential units (townhomes). This is a build-to-rent concept where single-family detached units and townhomes are accessed off of motor courts, and the units are on shared lots owned by the developer.

HISTORY AND PREVIOUS BOARD ACTION

The Planning and Zoning Commission recommended approval of Barefoot Lakes Filing No. 7E Final Plat on July 17, 2025.

Barefoot Lakes Filing 7E was approved as a superblock of the larger Barefoot Lakes Filing 7A Final Plat. The Board of Trustees approved Barefoot Lakes Filing 7A with Resolution No. 24-68 on July 10, 2024.

ATTACHMENTS

1. Barefoot Lakes Filing 7E Final Plat BOT Staff Report
2. Resolution 25-82 Barefoot Lakes F7E
3. PC 25-06 Recommending Approval of the Final Plat for Barefoot Lakes Filing 7E Subdivision
4. Barefoot Lakes F7E - BTR Plat-2025-06-10
5. Filing 7E Illustrative Site Plan in color
6. BFL Filing 7E - FDP



Staff Report

Barefoot Lakes, Filing 7E

Final Plat

FP-24-031

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

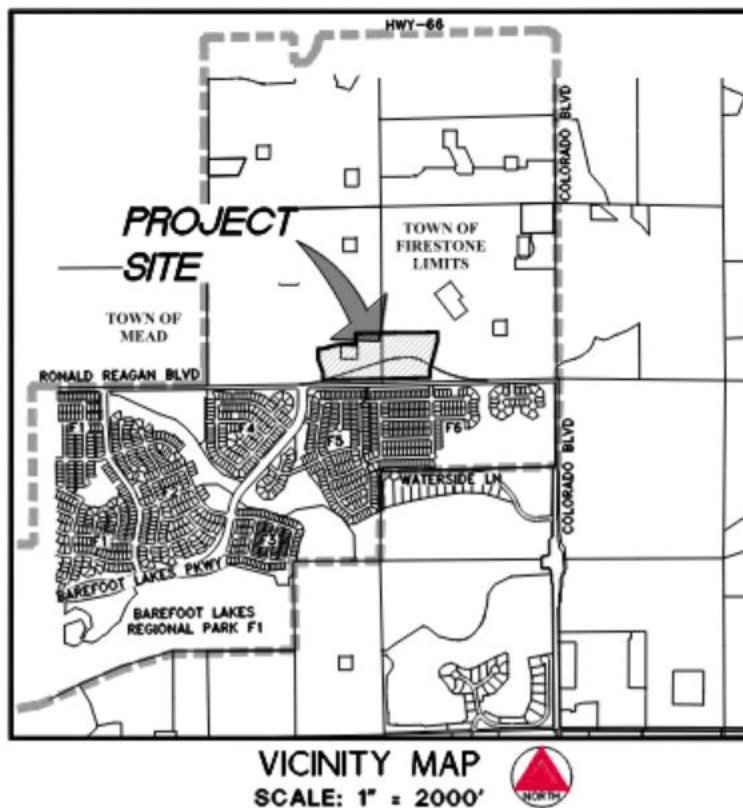
July 23, 2025

GENERAL INFORMATION

Purpose: This staff report is for the Barefoot Lakes Filing 7E, Final Plat proposing 7 shared lots, 9 tracts, consisting of 119 single-family detached residential units (motor court), and 80 single-family attached residential units (townhomes), on 24.958 acres.

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

Location: The Barefoot Lakes, Filing 7E, Final Plat is located East of Barefoot Lakes Parkway and north of Ronald Reagan Blvd.



Existing Conditions:

Existing Zoning: PUD, NC – Neighborhood Center, R-A Residential A, R-B Residential B, R-C Residential C
Existing Use: Vacant land, agriculture, agricultural outbuildings, single-family residential, and oil/gas facilities

Adjacent Land Use/Zoning:

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

Barefoot Lakes Filing 7 Final Plat - Plan Analysis

The subject property is located east of Barefoot Lakes Parkway and north of Ronald Reagan Boulevard. It includes the southwest quarter of section 25, township 3 north, range 68 west of the 6th principal meridian. The Site area is 24.958 acres and was mostly vacant with multiple agricultural outbuildings, a single-family residence, and oil and gas facilities. The final plat proposes 7 shared lots, including 199 total units of single-family detached (motor court) and single-family attached (townhomes). Public access for the proposed project will be from Merrymaker Drive, which is accessed from Bluestem Lane, which connects to Barefoot Lakes Parkway. This is a build-to-rent concept where single-family detached units and townhomes are accessed off of motor courts, and the units are on shared lots owned by the developer. The Planning and Zoning Commission and the Board of Trustees did not see the full details of Filing 7E as it was platted as a superblock during the Filing 7A preliminary plat process. The applicant is also concurrently going through a Final Development Plan (FDP) process for the property, which is reviewed and approved by the Planning Director. However, staff wants the Planning and Zoning Commission and the Board of Trustees to see the details of the plat and the general concept of the final development plan.

The gross density of the proposed subdivision is 7.97 dwelling units/acre in accordance with the Barefoot Lakes ODP PUD. The Barefoot Lakes PUD allows for a total of 5,131 dwelling units. The proposed density will be compatible with adjacent developments by having an open space landscaped buffer of at least 30 feet along the southern property line that parallels Ronald Reagan Blvd. There is also a large 100-foot-wide oil and gas easement north of Filing 7E, which will function as an open space buffer and include a paved trail and attractive landscaping. There are tracts used for drainage to the west and east of this filing, which will also function as open space buffers.

Parks and open space are generally located throughout the site. A trail network is proposed that will eventually provide access from all areas of the site to the park areas and access to the pedestrian underpass to cross under Ronald Reagan Blvd. into Barefoot Lakes Filing 6 and ultimately to the trail system around the lakes. A pocket park in Filing 7E will be connected to tracts with an internal five-foot-wide walk that connects to the trail in the 100-foot-wide open space tract to the north.

Open Space is provided in accordance with the FDC and the PUD. This filing proposes approximately 7.12 acres of open space meeting FDC standards and 1.249 acres of parks. The total open space and parks for Barefoot Lakes will include the filings already built south of Ronald Reagan Blvd. and those provided in future filings.

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

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

Staff: *The proposed preliminary plat is generally consistent with the MU (Mixed Use) land use designation as identified in the Town's Master Plan. The Town of Firestone is also working to replace the 2013 Comprehensive Master Plan. The applicant and consultants have worked closely with the Town to ensure the project meets the Town's vision for the new Comprehensive Master Plan as it is being developed and also to ensure the project remains in conformance with the approved Planned Unit Development (PUD).*

- 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 PUD, R-B, NC, and FLEX zone districts as outlined in the FDC and PUD.*

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

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

Filing 7E is currently proposing to offer two different styles of residential units across a range of rental price points. The streets have been planned in a traffic-conscious design that will create easy access to the future central park, amenities, and future school site while also dispersing the traffic of future property owners on their way home.

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

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

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

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

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

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

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

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

Staff: *The proposed preliminary plat is integrated and connected to major pedestrian and vehicular passageways; parks and open space are generally located throughout the site. A trail network is proposed that will eventually provide access from all areas of the Site to the park areas as well as access to the Pedestrian Underpass to cross Ronald Reagan Blvd. into Barefoot Lakes Filing 6 and ultimately to the trail system around the lakes.*

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

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

Staff: *The proposed preliminary plat will not have significant adverse impacts on adjacent properties, given that a large open space tract will provide a buffer to the existing properties in the county. Currently, adjacent properties are either part of the Barefoot Lakes ODP/PUD.*

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

Staff: *The proposed preliminary plat will provide sufficient transportation, utilities, and recreational facilities while maintaining existing levels of service to the development. As part of the overall Filing 7A subdivision, a considerable lot of approximately 3.8 acres is being set aside for a future fire station to serve the community. Also, as part of the Barefoot Phase 3 and 4 Master Site Planning (not a part of this application), a considerable lot of approximately 25+ acres in size is being planned for future dedication to the St. Vrain Valley School District for a new school to serve the community.*

Of the total 24.958+ acres, the application proposes 7.12+ acres of open space of which 1.249+ acres are parks. The balance of parks and open space required by the Firestone Development Code will be provided in future filings. Parks and open space are generally located throughout the Site and will be connected by a trail network that will provide access from all areas of the Site to the park areas as well as access to the Pedestrian Underpass to cross Ronald Reagan Blvd.

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

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

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

Final Plat Approval Criteria and Staff Analysis:

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

- A. The Final Plat is found to be in substantial compliance with all respects of the approved Preliminary Plat and incorporates all recommended changes, modifications, and conditions attached to approval of the Preliminary Plat;

Staff: *The final plat is in conformance with the superblock shown on the preliminary plat.*

- B. Plans and specifications for improvements connected with development of the subdivision comply with the subdivision development and design standards set forth in Chapter 6 of this FDC, and any other relevant Town, County, State, or Federal regulations, except to the extent modifications, variances, or exceptions have been expressly permitted by the terms of the Preliminary Plat approval. All construction plans for improvements shall be approved by the Town Engineer prior to the Board of Trustees action on the Final Plat;

Staff: *The plans and specifications for improvements connected with the development of the subdivision comply with the subdivision development and design standards set forth in Chapter 6 of the FDC, and any other relevant Town, County, State, or Federal regulations, except to the extent modifications, variances, or exceptions have been expressly permitted by the terms of the Preliminary Plat approval. All construction plans for improvements shall be approved by the Town Engineer prior to the Board of Trustees' action on the Final Plat*

- C. The applicant has either installed all required improvements or has executed a Subdivision Agreement pursuant to Section 7.16; and

Staff: *A Subdivision Agreement will be executed prior to plat recording.*

- D. The applicant has paid or satisfied all applicable fees and charges.

Staff: *The applicant has will satisfy all applicable fees and charges prior to plat recording.*

RECOMMENDATIONS

Town staff recommends that the Board of Trustees approve Resolution 25-82, a resolution approving the Barefoot Lakes Filing 7E Final Plat application with the following conditions:

- (a) All minor, technical corrections to the Final Plat shall be made to the Town's satisfaction.
- (b) The Final Construction Documents, Final Drainage Study, Final Utility Study, and Final Traffic Study shall be approved by the Town Engineer prior to the start of construction activities and shall be in accordance with the Town's Standards and Specifications.
- (c) Before Applicant begins any construction of Little Thompson Water District (LTWD) water utility mains and other facilities, Applicant shall provide written approval from LTWD of Final Construction Documents that are in accordance with the Town's Standards and Specifications.
- (d) Prior to the initial acceptance of all public improvements, Applicant shall provide to the Town record drawings or "as-builts" and proof of LTWD's acceptance of all water lines.
- (e) Applicant shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

RESOLUTION NO. 25-82

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 BAREFOOT LAKES FILING NO. 7E AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 7E SUBDIVISION

WHEREAS, Barefoot, LLC (“Applicant”), as the current owner of certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted a proposed final plat for the Property, entitled “Barefoot Lakes Filing No. 7E” (the “Final Plat”); and

WHEREAS, after reviewing the Final Plat at its regular meeting pursuant to Section 16.7.6.D of the Firestone Development Code, the Board of Trustees finds the proposed Final Plat conforms to the approved preliminary plat of the Property, approved by the Board of Trustees through Resolution No. 25-82 duly-adopted following a public hearing, and that the Final Plat substantially complies with the technical subdivision and platting requirements of the Firestone Development Code.

WHEREAS, the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town and its citizens to approve the Barefoot Lakes Filing No. 7E Subdivision Development Agreement and to accept financial guarantees for improvements to be constructed by the Applicant.

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

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

Section 2. The Board of Trustees hereby approves the final plat for Barefoot Lakes Filing No. 7E, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

- (a) All minor, technical corrections to the Final Plat shall be made to the Town’s satisfaction.
- (b) The Final Construction Documents, Final Drainage Study, Final Utility Study, and Final Traffic Study shall be approved by the Town Engineer prior to the start of construction activities and shall be in accordance with the Town’s Standards and Specifications.
- (c) Before Applicant begins any construction of Little Thompson Water District (LTWD) water utility mains and other facilities, Applicant shall provide written approval from LTWD of Final Construction Documents that are in accordance with the Town’s Standards and Specifications.

- (d) Prior to the initial acceptance of all public improvements, Applicant shall provide to the Town record drawings or “as-builts” and proof of LTWD’s acceptance of all water lines.
- (e) Applicant shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

Section 3. The Barefoot Lakes Filing No. 7E Subdivision Development 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 revisions thereto as may be necessary for the Town’s protection, and as approved by the Town Attorney’s Office and the Town Manager. The Mayor is authorized to execute the Subdivision Development Agreement on behalf of the Town.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the final plat Barefoot Lakes Filing No. 7E is hereby accepted by the Town of Firestone, subject however, to the condition that the Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

Section 5. The Planning and Development Director or such person’s designee is authorized to make any changes to the mylar form of the approved Final Plat to correct errors and to make such other changes that are expressly authorized or required pursuant to this Resolution.

Section 6. 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 7. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Barefoot Lakes Filing No. 7E final plat shall be null and void if the conditions set forth in Section 2 are not complied with within one hundred and eighty (180) days of the date of this Resolution.

PASSED AND ADOPTED this ____ day of _____, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A
Barefoot Lakes Filing No. 7E
Final Plat

EXHIBIT B
Barefoot Lakes Filing No. 7E
Subdivision Development Agreement

FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC-25-06

**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF
THE TOWN OF FIRESTONE, COLORADO, RECOMMENDING
APPROVAL OF THE FINAL PLAT FOR BAREFOOT LAKES FILING 7E
SUBDIVISION**

WHEREAS, Barefoot LLC(the “Applicant”) as the owner certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted a proposed final 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 Barefoot Lakes Filing 7E 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 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 17 day of July, 2025.

ATTEST:

Rusti Rebento
Secretary



[Signature]
Chairperson

EXHIBIT A
BAREFOOT LAKES FILING 7E FINAL PLAT

SHEET INDEX

SHEET 1 — DEDICATION, APPROVALS, VICINITY MAP, LEGAL DESCRIPTION, GENERAL NOTES
SHEET 2 — OVERALL BOUNDARY, LARGE PARCEL GRAPHICS AND DETAILS
SHEET 3 — ACCESS EASEMENT DETAIL

CERTIFICATION OF OWNERSHIP AND DEDICATION

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

TRACT 0, BAREFOOT LAKES FILING NO. 7A, RECEPTION NO. _____

CONTAINING AN AREA OF 24.958 ACRES, (1,087,178 SQUARE FEET), MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF **BAREFOOT LAKES FILING NO. 7E**, 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 SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.

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

OWNER:

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

BY: _____

NAME: _____

TITLE: _____

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

STATE OF COLORADO }
COUNTY OF _____ } SS.

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME

THIS ____ DAY OF _____, 20____,

_____ AS _____

OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY

BY _____
MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL. _____

NOTARY PUBLIC

BY: _____

NAME: _____

TITLE: _____

EXECUTED THIS ____ DAY OF _____

STATE OF COLORADO }
COUNTY OF _____ } SS.

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME

THIS ____ DAY OF _____, 20____,

_____ AS _____

OF BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY

MY COMMISSION EXPIRES _____, 20____.

WITNESS MY HAND AND SEAL. _____

NOTARY PUBLIC

TITLE VERIFICATION

WE, LAND TITLE GUARANTEE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, AND MONETARY ENCUMBRANCES.

LAND TITLE GUARANTEE COMPANY

BY: _____

TITLE: _____

DATE: _____

STATE OF COLORADO)
COUNTY OF _____) SS.

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____

BY _____ AS _____

OF LAND TITLE GUARANTEE COMPANY

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

SUBDIVISION DATA TABLE	
GROSS AREA	24.958 ACRES
NUMBER OF SHARED LOTS	7
NUMBER OF TRACTS	9
AREA OF TRACTS	10.698
AREA OF LOTS	14.266

PARK/OPEN SPACE DATA TABLE		
	REQUIRED (10%)	PROVIDED
PARK/OPEN SPACE	2.50 ACRES	7.12
POCKET PARK	1/QUADRANT	YES
NEIGHBORHOOD PARK	1	FUTURE FILING

FINAL PLAT

BAREFOOT LAKES FILING NO. 7E

A REPLAT OF TRACT 0, BAREFOOT LAKES FILING NO. 7A

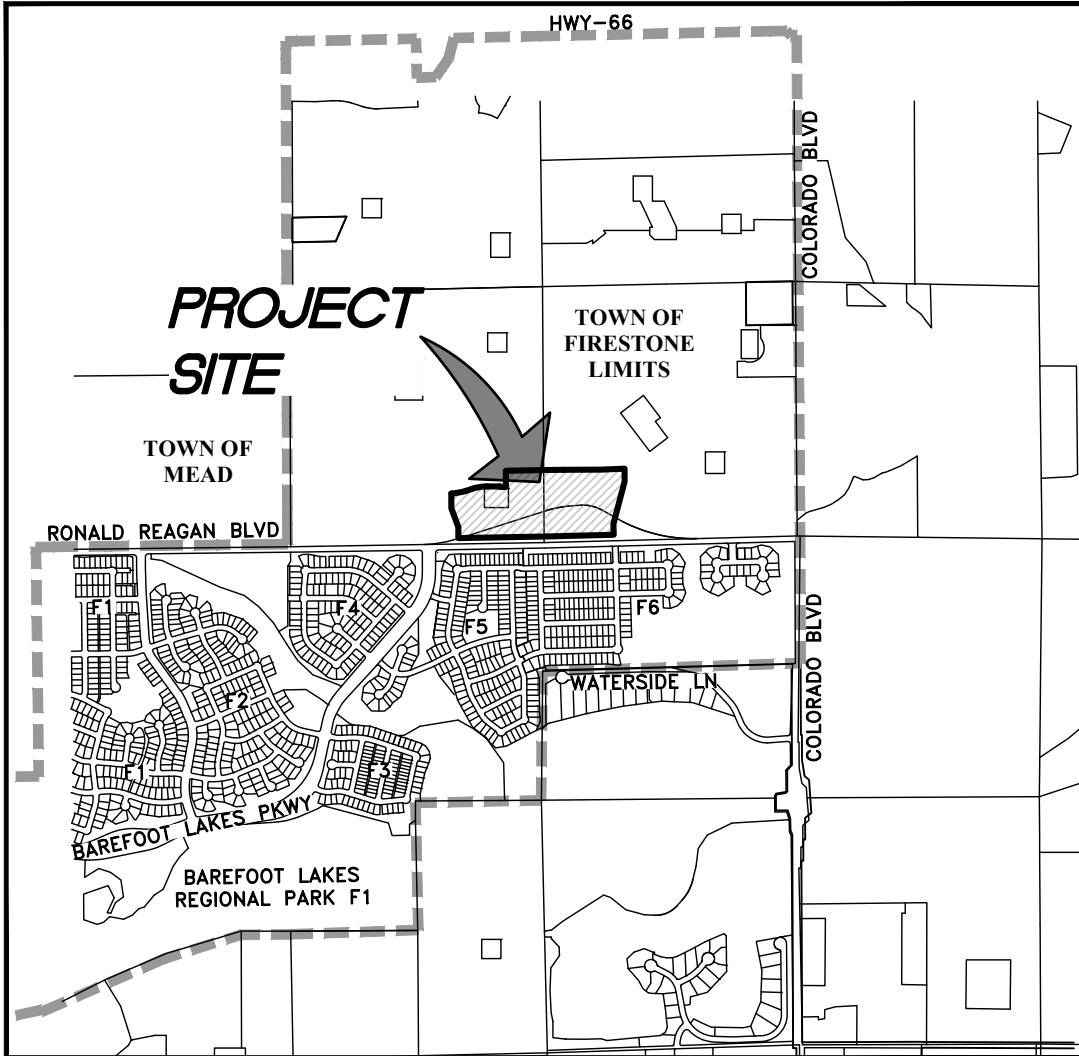
LOCATED IN SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH

PRINCIPAL MERIDIAN,

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 3

PROJECT NO. FP-24-031



VICINITY MAP

SCALE: 1" = 2000'



OWNER:

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

DEVELOPER:

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

ENGINEER:

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

SURVEYOR:

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

GENERAL NOTES

- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.
- DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 88°58'33" EAST, 2643.03 FEET AND MONUMENTED AS SHOWN HEREON.
- TITLE COMMITMENT:** LAND TITLE GUARANTEE COMPANY'S ORDER NUMBER RND25209361-3, DATED 05/16/2024 AT 5:00 P.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- FLOODPLAIN:** BASED ON A GRAPHICAL REPRESENTATION THE SUBJECT PROPERTY SHOWN HEREON LIES IN OTHER AREAS - ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NUMBER 08123C1880E, WITH A REVISED DATE OF JANUARY 20, 2016.
- 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 PONDS AND ASSOCIATED INLET/OUTLET STRUCTURES INSTALLED UPON, ACROSS, OVER, AND WITHIN ANY LOTS AND TRACTS FOR THE PURPOSES DESCRIBED IN NOTE 7. 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 OWNER(S) OF ANY LOT(S), TRACT(S), OR OUTLOT(S) OF ITS/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 OWNER(S) 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 OWNER(S) OF THE LOT(S), TRACT(S), OR OUTLOT(S) 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(S) FAIL OR REFUSE 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(S) FOR THE COSTS OF ANY MAINTENANCE OR REPAIR WORK. IN THE EVENT THE TOWN IS NOT FULLY REIMBURSED 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 OWNER(S) OF ANY LOT(S), TRACT(S), OR OUTLOT(S) OF ITS/THEIR OBLIGATION AND PRIMARY RESPONSIBILITY TO CONSTRUCT OR MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR EACH LOT.
- ALLOWED USES IN UTILITY EASEMENTS INCLUDE FOR INSTALLATION AND MAINTENANCE OF ELECTRICAL, PHONE, FIBER OPTIC, CABLE TV, WATER, SEWER, GAS, POSTAL FACILITIES, DRAINAGE, SIGNAGE AND STORM DRAINS. SERVICE PROVIDERS FOR THE FACILITIES WITHIN THESE EASEMENTS WILL INCLUDE, BUT NOT LIMITED TO CENTURY LINK FOR CABLE AND TELEPHONE, UNITED POWER FOR ELECTRICAL AND SOURCE BLACK HILLS ENERGY FOR GAS.
- OWNER HEREBY DEDICATES TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL SIDEWALKS, PEDESTRIAN PATHS, WALKWAYS, TRAILS, PARKS, PARK EQUIPMENT, PARK UTILITIES 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 OWNER(S) OF SUCH TRACT(S).
- ALL OR PORTIONS OF THE PROPERTY DESCRIBED HEREON MAY BE SUBJECT TO THE SUBDIVISION DEVELOPMENT AGREEMENT RECORDED CONTEMPORANEOUSLY HERewith IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO. THE SUBDIVISION DEVELOPMENT AGREEMENT PROVIDES THAT BAREFOOT LLC SHALL FURNISH TO THE TOWN AN IMPROVEMENT GUARANTEE FN THE FORM OF A LETTER OF CREDIT FOR ALL PUBLIC IMPROVEMENTS AND COMMON FACILITIES FOR THE BAREFOOT LAKES FILING 7E FINAL PLAT. THE TOWN WILL NOT ISSUE INITIAL ACCEPTANCE OF, NOR RELEASE ANY SUCH IMPROVEMENT GUARANTEE FOR, ANY COMMON FACILITIES UNLESS AND UNTIL BAREFOOT LLC HAS FURNISHED TO THE TOWN: (A) PROOF OF CONVEYANCE OF BAREFOOT LLC'S OWNERSHIP INTEREST IN AND TO TRACTS A-I TO THE ST. VRAIN LAKES METRO DISTRICT; OR (B) SUCH OTHER DOCUMENTATION ACCEPTABLE TO THE TOWN INDICATING THAT FEE SIMPLE TITLE TO TRACTS A-I IS HELD BY THE ST. VRAIN LAKES METRO DISTRICT. UPON ACCEPTANCE BY THE TOWN OF FIRESTONE, THE ABOVE-STATED PLAT RESTRICTION SHALL BE REMOVED.
- 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 LOCATED THEREIN NOR RELIEVE THE OWNER OF LOT/TRACT/BLOCK ETC OF ITS OBLIGATION AND PRIMARY RESPONSIBILITY TO MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION.
- IN THE EVENT UNITED POWER, INC. FACILITIES ARE PLACED BENEATH LANDSCAPED AREAS OR HARD SURFACES SUCH AS, BUT NOT LIMITED TO, ASPHALT OR CONCRETE AND THE FACILITIES REQUIRE MAINTENANCE, REPLACEMENT, REPAIRS, ENLARGEMENT, RECONSTRUCTION, IMPROVEMENT, INSPECTION, AND/OR REMOVAL AT ANY TIME, UNITED POWER, INC. WILL NOT BE RESPONSIBLE FOR ANY COST ASSOCIATED WITH THE RESTORATION OR REPLACEMENT OF ANY HARD SURFACES OR LANDSCAPING.

TRACT USE SUMMARY TABLE

TRACT	AREA (S.F. ±)	AREA (A.C. ±)	USE	OWNER*	MAINTAINED BY
A	156,456	3.592	OPEN SPACE/DRAINAGE	BAREFOOT LLC*	BAREFOOT LLC*
B	11,583	0.266	OPEN SPACE/DRAINAGE	BAREFOOT LLC	BAREFOOT LLC
C	98,995	2.273	OPEN SPACE/DRAINAGE	BAREFOOT LLC*	BAREFOOT LLC*
D	8,410	0.193	OPEN SPACE/DRAINAGE	BAREFOOT LLC	BAREFOOT LLC
E	10,485	0.241	OPEN SPACE/DRAINAGE	BAREFOOT LLC	BAREFOOT LLC
F	23,906	0.549	OPEN SPACE/DRAINAGE	BAREFOOT LLC	BAREFOOT LLC
G	18,723	0.430	OPEN SPACE/DRAINAGE	BAREFOOT LLC*	BAREFOOT LLC*
H	131,351	3.015	PRIVATE DRIVE/UTILITIES/ACCESS/DRAINAGE	BAREFOOT LLC	BAREFOOT LLC
I	6,058	0.139	PRIVATE DRIVE/UTILITIES/ACCESS/DRAINAGE	BAREFOOT LLC*	BAREFOOT LLC*
TOTAL	465,967	10.698			

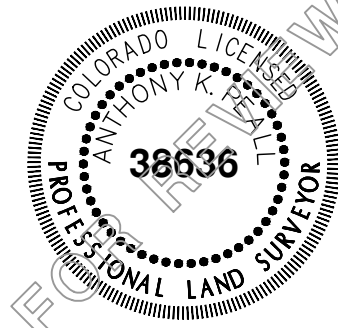
LOT USE SUMMARY TABLE

LOT	AREA (S.F. ±)	AREA (A.C. ±)	USE	OWNER*	MAINTAINED BY
1	42,055	0.965	SHARED LOT - 13 UNITS	BAREFOOT LLC	BAREFOOT LLC
2	74,214	1.703	SHARED LOT - 24 UNITS	BAREFOOT LLC	BAREFOOT LLC
3	58,339	1.339	SHARED LOT - 18 UNITS	BAREFOOT LLC	BAREFOOT LLC
4	98,230	2.255	SHARED LOT - 32 UNITS	BAREFOOT LLC	BAREFOOT LLC
5	72,129	1.656	SHARED LOT - 23 UNITS	BAREFOOT LLC	BAREFOOT LLC
6	127,463	2.923	SHARED LOT - 48 UNITS	BAREFOOT LLC	BAREFOOT LLC
7	148,781	3.416	SHARED LOT - 41 UNITS	BAREFOOT LLC	BAREFOOT LLC
TOTAL	621,482	14.266	SHARED LOT UNIT TOTAL 199		

* INDICATES TRACTS THAT WILL TRANSFER FROM BAREFOOT LLC TO ST. VRAIN LAKES METROPOLITAN DISTRICT (SVLMD) IN ACCORDANCE WITH THE PUBLIC IMPROVEMENT ACQUISITION AND REIMBURSEMENT AGREEMENT BETWEEN SVLMD AND BAREFOOT, LLC

SURVEYING CERTIFICATE:

I, ANTHONY K. PEALL, 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 REGISTRATION FOR PROFESSIONAL ENGINEERS, PROFESSIONAL ARCHITECTS AND PROFESSIONAL LAND SURVEYORS, AND THE TOWN OF FIRESTONE.



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

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

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

TOWN APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT FOR **BAREFOOT LAKES FILING NO. 7E** WAS APPROVED ON THE ____ DAY

OF _____, 20____, BY RESOLUTION NO. _____, PASSED AND ADOPTED AT THE REGULAR MEETING OF

THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, HELD ON THIS ____ DAY OF _____, 20____, AND MAY BE FILED WITH THE CLERK AND RECORDER OF WELD COUNTY. ALL PUBLIC DEDICATIONS SHOWN THEREON ARE ACCEPTED BY THE TOWN, SUBJECT TO THE PROVISION THAT NEITHER APPROVAL NOR ACCEPTANCE OBLIGATES THE TOWN OF FIRESTONE FOR THE FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND OR EASEMENTS DEDICATED TO THE TOWN EXCEPT AS SPECIFICALLY AGREE TO BY THE BOARD OF TRUSTEES.

TOWN OF FIRESTONE, COLORADO

BY _____

_____, MAYOR

_____, TOWN CLERK

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7A, AM NO. 1
Phase Number	N/A
Preparation Date	2024/09/17
Revision Date	2025/01/29
Revision Date	2025/02/06
Revision Date	2025/05/20
Revision Date	2025/06/10

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.: 54824-12

Drawn By: GLW

DEVELOPER
BAREFOOT LLC

6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790-6604

DATE OF PREPARATION:

2024-09-10

SCALE:

N/A

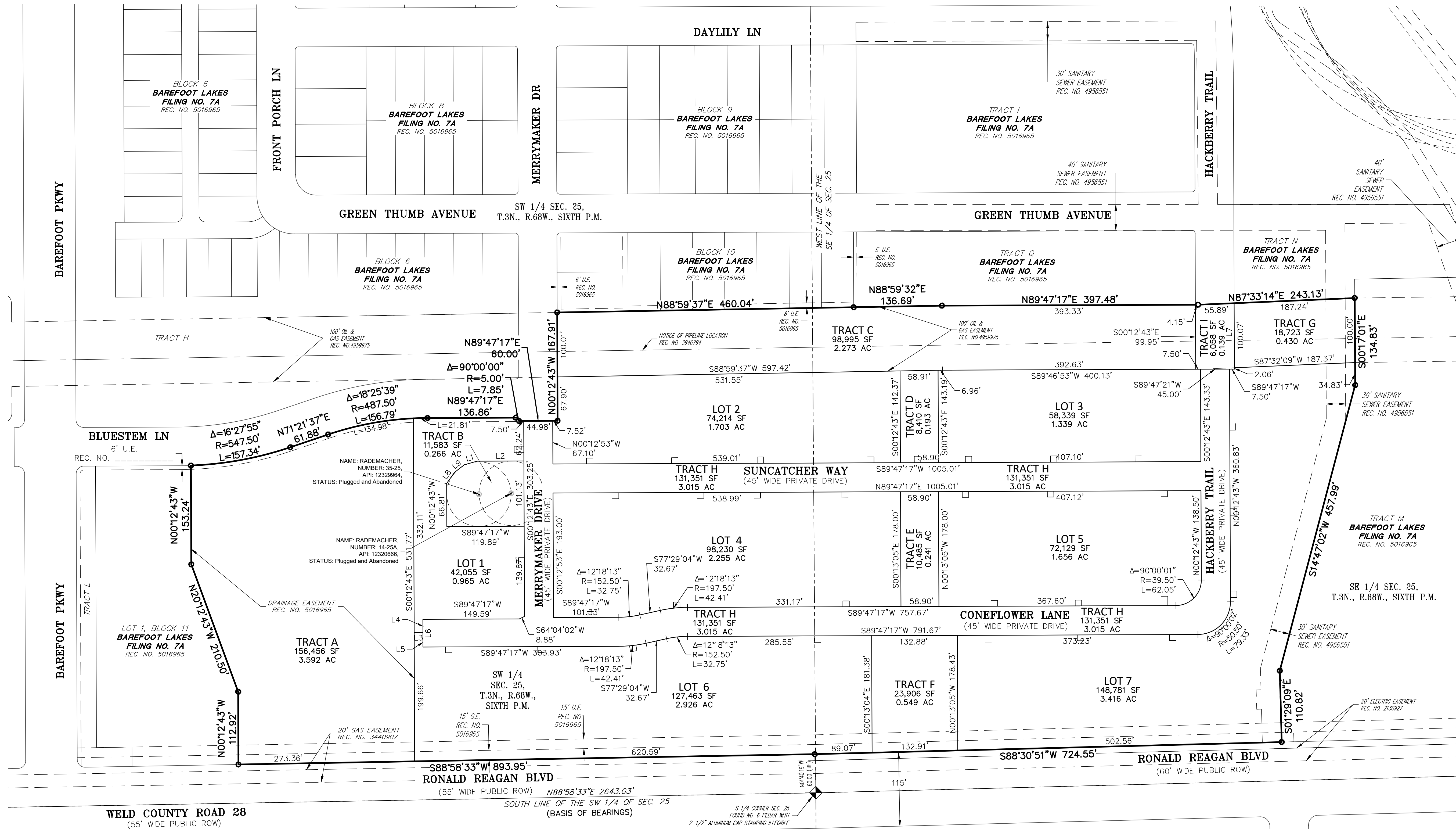
SHEET 1 OF 3

FINAL PLAT

BAREFOOT LAKES FILING NO. 7E

A REPLAT OF TRACT 0, BAREFOOT LAKES FILING NO. 7A
LOCATED IN SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 3
PROJECT NO. FP-24-031



LEGEND

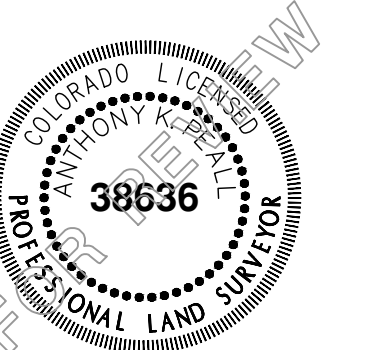
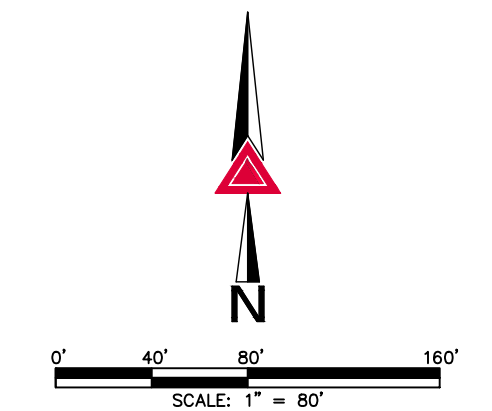
- FOUND SECTION CORNER AS SHOWN HEREON
- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"
- U.E. UTILITY EASEMENT
- A.E. ACCESS EASEMENT
- D.E. DRAINAGE EASEMENT
- W.E. WATER EASEMENT BY SEPARATE DOCUMENT

LINE TABLE

LINE	BEARING	LENGTH
L1	N74°10'59"E	20.58'
L2	N89°47'17"E	72.69'
L3	S89°47'17"W	13.57'
L4	S00°12'43"E	20.50'
L5	S00°12'43"E	22.50'
L6	S00°12'43"E	43.00'
L7	N00°12'43"W	102.13'
L8	N35°13'47"E	20.88'
L9	N52°09'06"E	19.29'

LEGEND

U.E. = UTILITY EASEMENT



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7A, AM NO. 1
Phase Number	N/A
Preparation Date	2024/09/17
Revision Date	2025/01/29
Revision Date	2025/02/06
Revision Date	2025/05/20
Revision Date	2025/06/10

OVERALL PAGE ~ SHEET 2 of 3



AzTec Proj. No.: 54824-12

Drawn By: GLW

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

DEVELOPER
BAREFOOT LLC

6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
(303) 790-6604

DATE OF PREPARATION: 2024-09-10

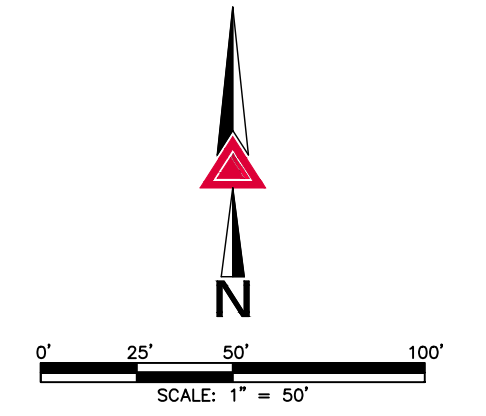
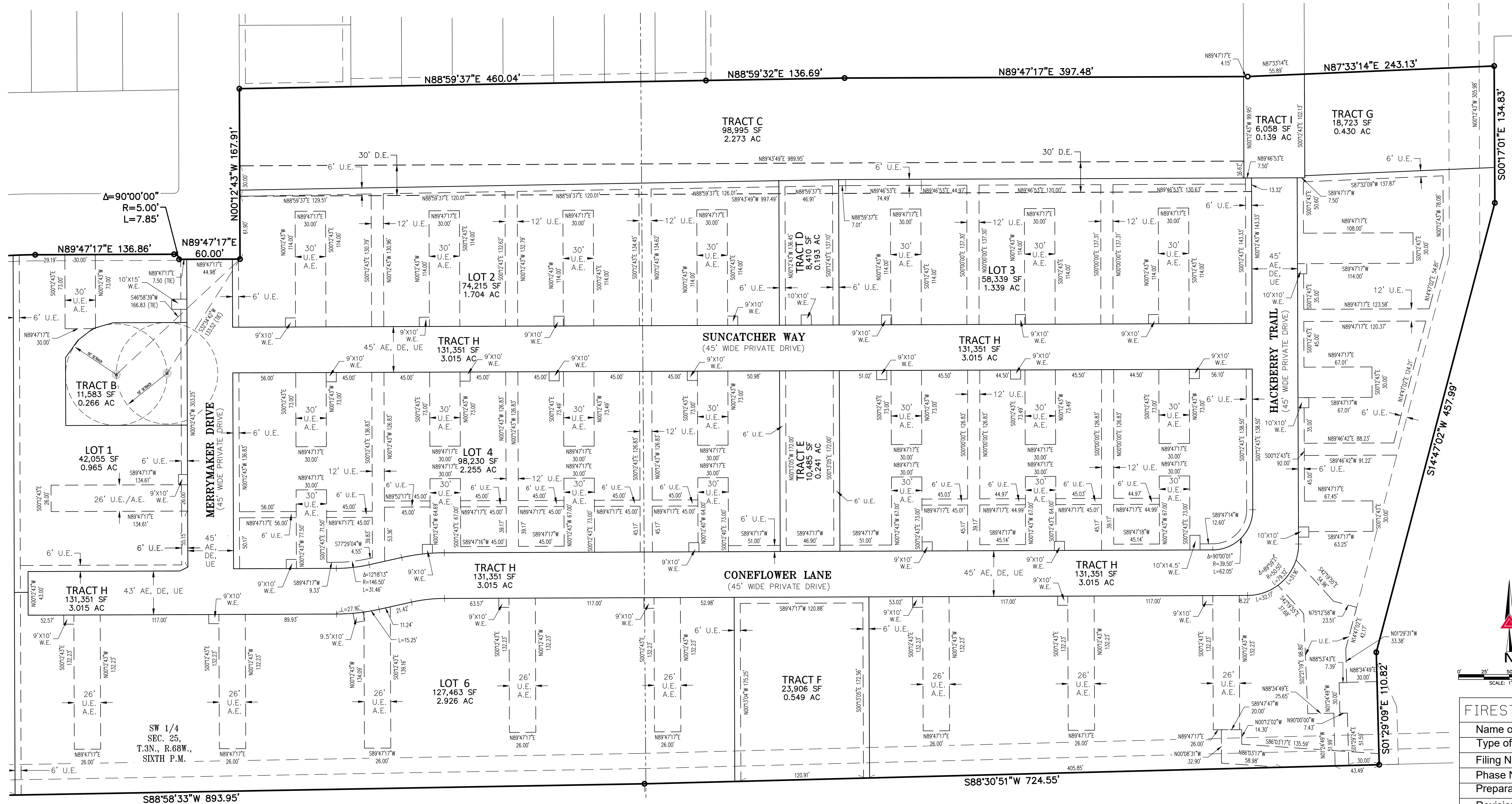
SCALE: 1" = 80'

SHEET 2 OF 3

FINAL PLAT
BAREFOOT LAKES FILING NO. 7E

A REPLAT OF TRACT O, BAREFOOT LAKES FILING NO. 7A
LOCATED IN SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 3 OF 3
PROJECT NO. FP-24-031



- LEGEND**
- ◆ FOUND SECTION CORNER AS SHOWN HEREON
 - SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"
 - U.E. UTILITY EASEMENT
 - A.E. ACCESS EASEMENT
 - D.E. DRAINAGE EASEMENT
 - W.E. WATER EASEMENT BY SEPARATE DOCUMENT

AzTEC
CONSULTANTS, INC.

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

DEVELOPER BAREFOOT LLC		DATE OF PREPARATION:	2024-09-10
6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENNIAL, COLORADO 80111 (303) 790-6604		SCALE:	1" = 50'
SHEET 3 OF 3			

FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	FILING NO. 7A, AM NO. 1
Phase Number	N/A
Preparation Date	2024/09/17
Revision Date	2025/01/29
Revision Date	2025/02/06
Revision Date	2025/05/20
Revision Date	2025/06/10
EASEMENT DETAIL PAGE ~ SHEET 3 of 3	



ILLUSTRATIVE SITE PLAN

BAREFOOT LAKES BLOCK 12
LONGMONT, COLORADO

Brookfield
Residential

DATE: February 03, 2025 (V.1)
CLIENT: Brookfield Residential
PROJECT NO: 03001 033
AUTHOR: JO



Redland
WHERE GREAT PLACES BEGIN
720.283.4793 Office
1500 West Canal Court
Littleton, Colorado 80120
REDLAND.COM

I:\2026\08001 - Barefoot Lakes\Cadd\Sheet\Sheets\08001.033.BFL Block 1\FDP\LA FDP NOTES.dwg, tab: 1 OF 38 COVER SHEET Jun 09, 2025 - 4:03pm erumney

CONTACT LIST

OWNER/ DEVELOPER

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

ST. VRAIN LAKES METRO DISTRICT 1

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

CIVIL ENGINEER

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

LANDSCAPE ARCHITECT

REDLAND
1500 WEST CANAL COURT
LITTLETON, COLORADO 80120
TEL: (720) 283-6783
CONTACT: JOSIE O'CONNOR, PLA
EMAIL: JOCONNOR@REDLAND.COM

SURVEYOR

AZTEC
300 E. MINERAL AVENUE, #1
LITTLETON, COLORADO 80122
TEL: (303) 713-1898
CONTACT: TONY PEALL, PLS
EMAIL: TPEALL@AZTECCONSULTANTS.COM

AGENCY LIST

ERO RESOURCES CORP.

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

UNITED POWER

500 COOPERATIVE WAY
BRIGHTON, CO 80603
TEL: (303)637-1324
ATTN: BRYCE LANCKRIET

BLACK HILLS ENERGY

3766 EUREKA WAY, SUITE 1
FREDERICK, CO. 80516
(303)566-3405
ATTN: KYLE SOWDER

KERR MCGEE OIL AND GAS ONSHORE LP

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

TOWN OF FIRESTONE

9950 PARK AVENUE
FIRESTONE, CO 80504
PHONE: (303)833-3291
ATTN: MATT WIEDERSPAHN

NUMBER 3 OUTLET DITCH COMPANY

P.O. BOX 646
MEAD, CO 80542
(720) 934-3726
ATTN: DALE RADEMACHER

COLORADO STATE DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT

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

UTILITY NOTIFICATION CENTER OF COLORADO

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

FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT

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

ST. VRAIN SANITATION DISTRICT

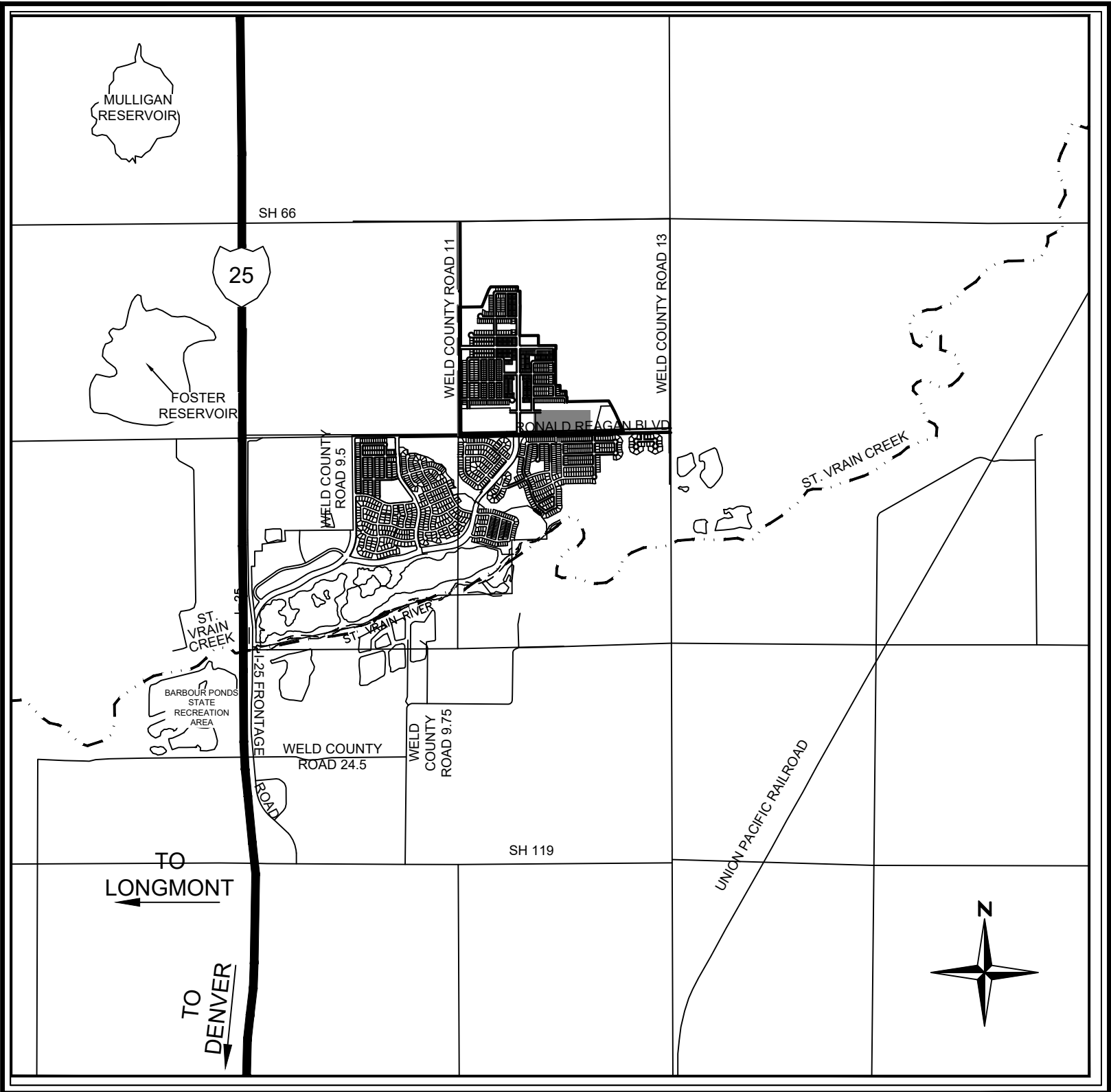
11307 BUSINESS PARK CIRCLE
FIRESTONE, CO 80504
(303) 776-9570
ATTN: DAN FELLER

LITTLE THOMPSON WATER DISTRICT

835 E. STATE HIGHWAY 56
BERTHOUD, CO 80513
(303)344-6318
ATTN: BRAD EATON

BAREFOOT LAKES - FILING 7E
FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032



VICINITY MAP

SITE DATA SUMMARY CHART		
ITEM	SQUARE FOOTAGE	% OF GROSS SITE
GROSS SITE AREA	1,087,258	100.0
BUILDING FOOTPRINT	242,139.4	22.3
PARKING/ROADS (INCLUDING INTERIOR PLANTED ISLANDS)	115,602	10.6
HARDSCAPE TOTAL	357,741.4	32.9
PLANTED AREA (EXCLUDING PLANTED INTERIOR PARKING ISLANDS)	594,922	54.7
EXISTING VEGETATION	0	0
TRAILS AND SIDEWALKS	32,581	2.9
REAR YARDS (CRUSHER FINES)	103924	9.5
LANDSCAPE TOTAL	731,427	67.1
ITEM	DESCRIPTION	
BUILDING SIZE: 2 STORIES SINGLE FAMILY DETACHED	1,553 SF (32 UNITS) 1,590 SF (35 UNITS) 1,783 SF (52 UNITS) 8,006 SF (16 UNITS)	
TOWNHOMES		
BUILDING TOTAL	173,764 SF	
PARKING TOTAL REQUIRED (119 x 2/DU SFD, 80 x 2/DU TOWNHOME/SFD ATTACHED UNITS, AND 80 x 0.33/DU GUEST) PROVIDED HANDICAP PROVIDED	423 TOTAL 536 TOTAL 0 TOTAL	

MINIMUM SETBACKS (ft)				
PRODUCT TYPE	FRONT	SIDE (AT STREET)	SIDE (AT TRACT OR LOT)	REAR (TRACT/LOT OR ADJACENT BUILDING)
SFD - MOTORCOURT	10 (LOCAL STREET) 5 (FROM MOTORCOURT)	8 (LOCAL STREET) 6 (PRIVATE STREET OR MOTORCOURT)	5	10
TOWNHOUSE - MOTORCOURT	10 (LOCAL STREET) 5 (FROM MOTORCOURT)	8 (LOCAL STREET) 6 (PRIVATE STREET OR MOTORCOURT)	5	10

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN. ASSUMED TO BEAR NORTH 88°30'51" EAST, 2634.08 FEET AND MONUMENTED AS SHOWN HEREON.

BENCHMARK DESCRIPTION

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

ELEVATION = 4953.57 NAVD88.

Sheet List Table

Sheet Number	Sheet Title
1 OF 51	COVER SHEET
2 OF 51	OVERALL SITE PLAN
3 OF 51	SITE PLAN
4 OF 51	SITE PLAN
5 OF 51	SITE PLAN
6 OF 51	SITE PLAN
7 OF 51	SITE PLAN
8 OF 51	PLANT SCHEDULE
9 OF 51	LANDSCAPE NOTES
10 OF 51	OVERALL LANDSCAPE PLAN
11 OF 51	LANDSCAPE PLAN
12 OF 51	LANDSCAPE PLAN
13 OF 51	LANDSCAPE PLAN
14 OF 51	LANDSCAPE PLAN
15 OF 51	PARK ENLARGEMENT PLAN
16 OF 51	OVERALL LOT TYPICAL
17 OF 51	LOT TYPICALS - SFA
18 OF 51	LOT TYPICALS - SFD
19 OF 51	LANDSCAPE DETAILS
20 OF 51	HARDSCAPE DETAILS
21 OF 51	FENCING DETAILS
22 OF 51	OVERALL UTILITY PLAN
23 OF 51	OVERALL UTILITY PLAN
24 OF 51	OVERALL UTILITY PLAN
25 OF 51	OVERALL UTILITY PLAN
26 OF 51	GRADING AND DRAINAGE PLAN
27 OF 51	GRADING AND DRAINAGE PLAN
28 OF 51	TOWNHOME CONCEPT DESIGN
29 OF 51	TOWNHOME CONCEPT DESIGN
30 OF 51	TOWNHOME ELEVATIONS
31 OF 51	TOWNHOME ELEVATIONS
32 OF 51	TOWNHOME ELEVATIONS
33 OF 51	TOWNHOME ELEVATIONS
34 OF 51	TOWNHOME ELEVATIONS
35 OF 51	TOWNHOME ELEVATIONS
36 OF 51	TOWNHOME UNIT PLANS
37 OF 51	TOWNHOME UNIT PLANS
38 OF 51	TOWNHOME UNIT PLANS
39 OF 51	SINGLE FAMILY CONCEPT DESIGN
40 OF 51	SINGLE FAMILY CONCEPT DESIGN
41 OF 51	SF - PLAN 1 FLOOR PLAN
42 OF 51	SF - PLAN 1 ELEVATIONS
43 OF 51	SF - PLAN 1 ELEVATIONS
44 OF 51	SF - PLAN 1 ELEVATIONS
45 OF 51	SF - PLAN 1 ELEVATIONS
46 OF 51	SF - PLAN 2 FLOOR PLAN
47 OF 51	SF - PLAN 2 ELEVATIONS
48 OF 51	SF - PLAN 2 ELEVATIONS
49 OF 51	SF - PLAN 3 FLOOR PLAN
50 OF 51	SF - PLAN 3 ELEVATIONS
51 OF 51	SF - PLAN 3 ELEVATIONS

FINAL DEVELOPMENT PLAN APPROVAL CERTIFICATE

THIS FINAL DEVELOPMENT PLAN HAS BEEN REVIEWED AND FOUND TO BE COMPLETE AND IN ACCORDANCE WITH APPLICABLE TOWN OF FIRESTONE REGULATIONS.

Director of Planning & Development _____ DATE _____

The undersigned as the owner or owner's representative of the lands described herein, hereby agree on behalf of himself/herself, their heirs, successors, and assigns to develop and maintain the property described herein in accordance with this approved Final Development Plan and in compliance with the Town of Firestone Unified Development Code and Municipal Code.

OWNER _____ DATE _____

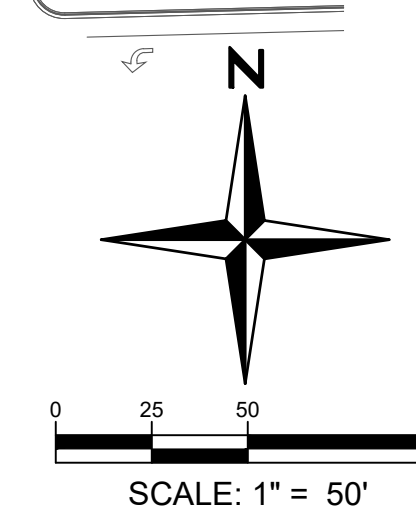
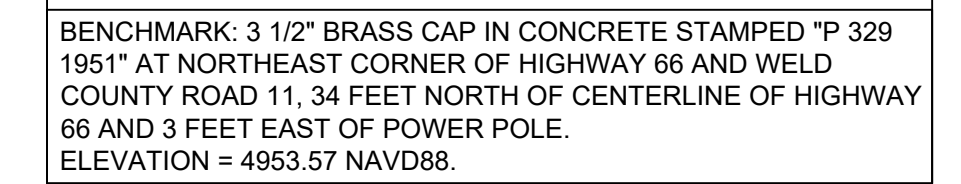
Acknowledged before me this _____ day of _____, 2024.
by _____ as _____.

Witness my hand and official seal

Notary Public _____

My commission expires: _____

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032

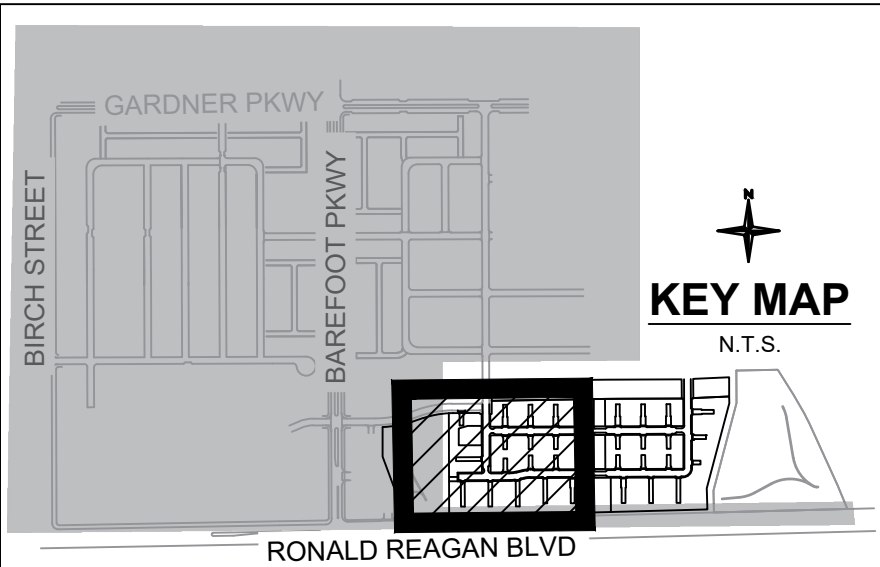
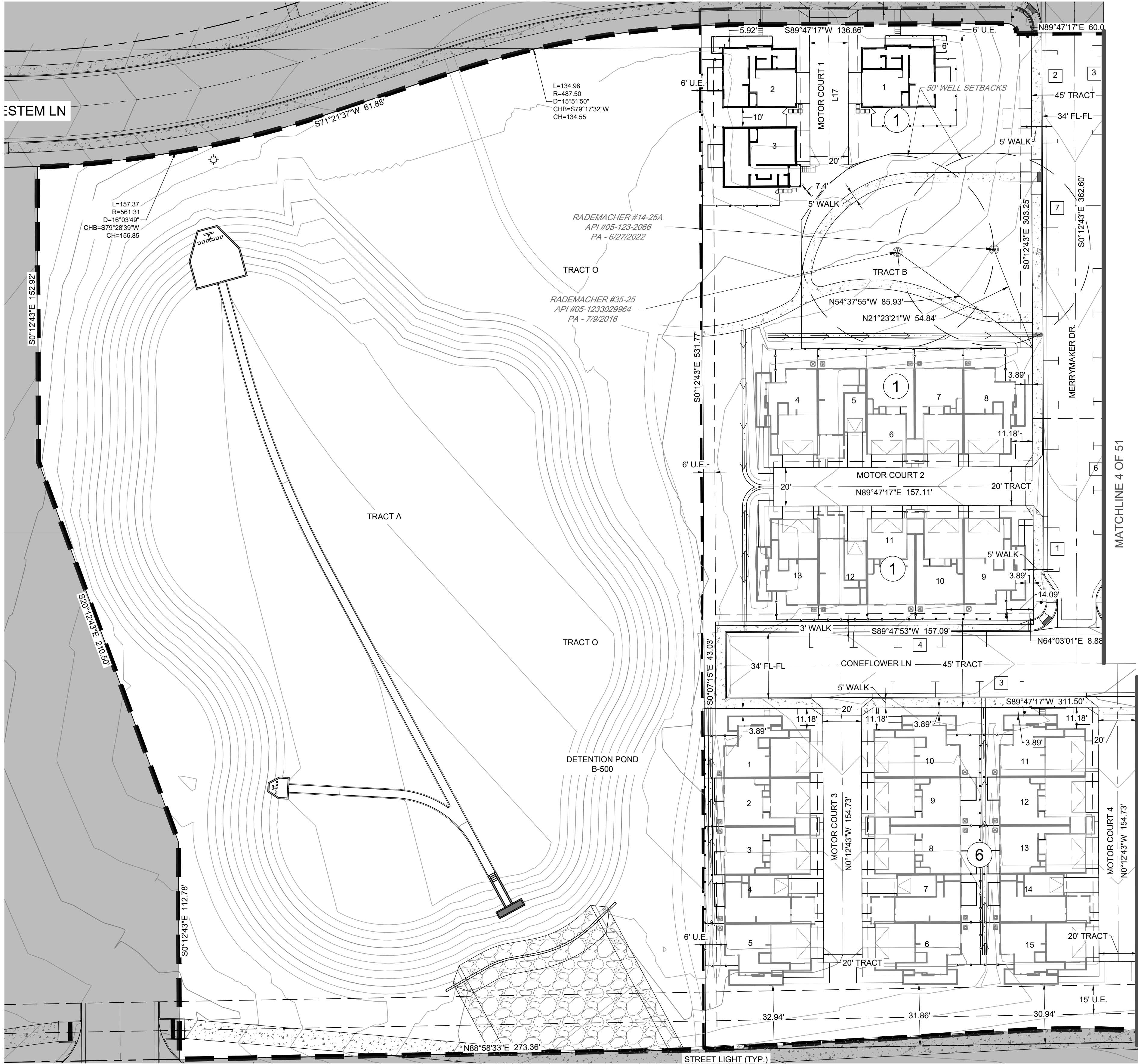
[illegible]

1:20240808001 - Barefoot Lakes/CaddSheet/Sheet/08001.033.BFL/Block 12/FDP/SITE PLAN FDP.dwg tab: 3 OF 38 SITE PLAN Jun 08, 2025 - 4:05pm erumney

BAREFOOT LAKES - FILING 7E

FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032



BENCHMARK: 3 1/2" BRASS CAP IN CONCRETE STAMPED "P 329 1951" AT NORTHEAST CORNER OF HIGHWAY 66 AND WELD COUNTY ROAD 11, 34 FEET NORTH OF CENTERLINE OF HIGHWAY 66 AND 3 FEET EAST OF POWER POLE. ELEVATION = 4953.57 NAVD88.

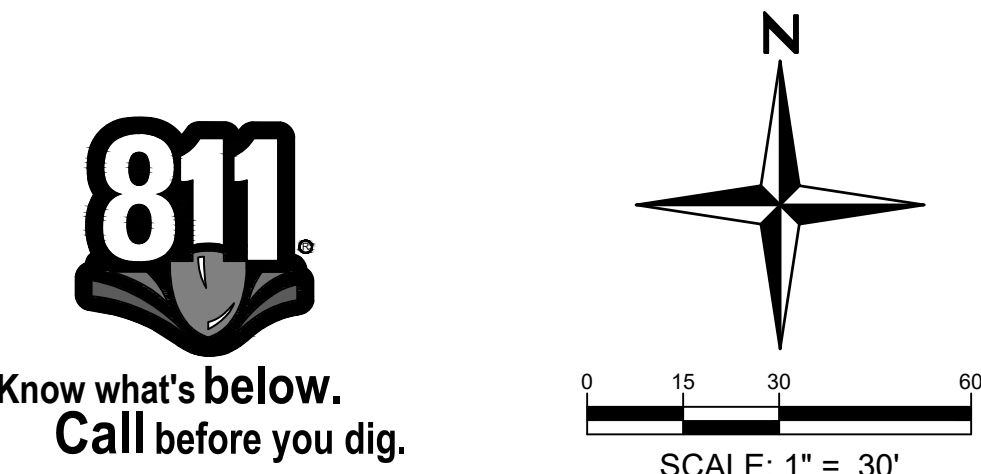
- LEGEND
- PROPOSED PROPERTY LINE
 - PROPOSED EASEMENT
 - TRACT LINE
 - CENTERLINE
 - PROPOSED FENCE LINE
- 1 LOT NUMBER
1 UNIT NUMBER
1 NUMBER OF PARKING SPACES

BLOCK	TOWNHOMES	DETACHED SINGLE FAMILY	TOTAL UNIT COUNT
1	10	3	13
2	0	24	24
3	0	18	18
4	0	32	32
5	0	23	23
6	45	3	48
7	25	16	41
TOTAL	80	119	199

- NOTES
1. STREET LIGHTS ARE LOCATED PER TOWN OF FIRESTONE STANDARDS AND CODE.

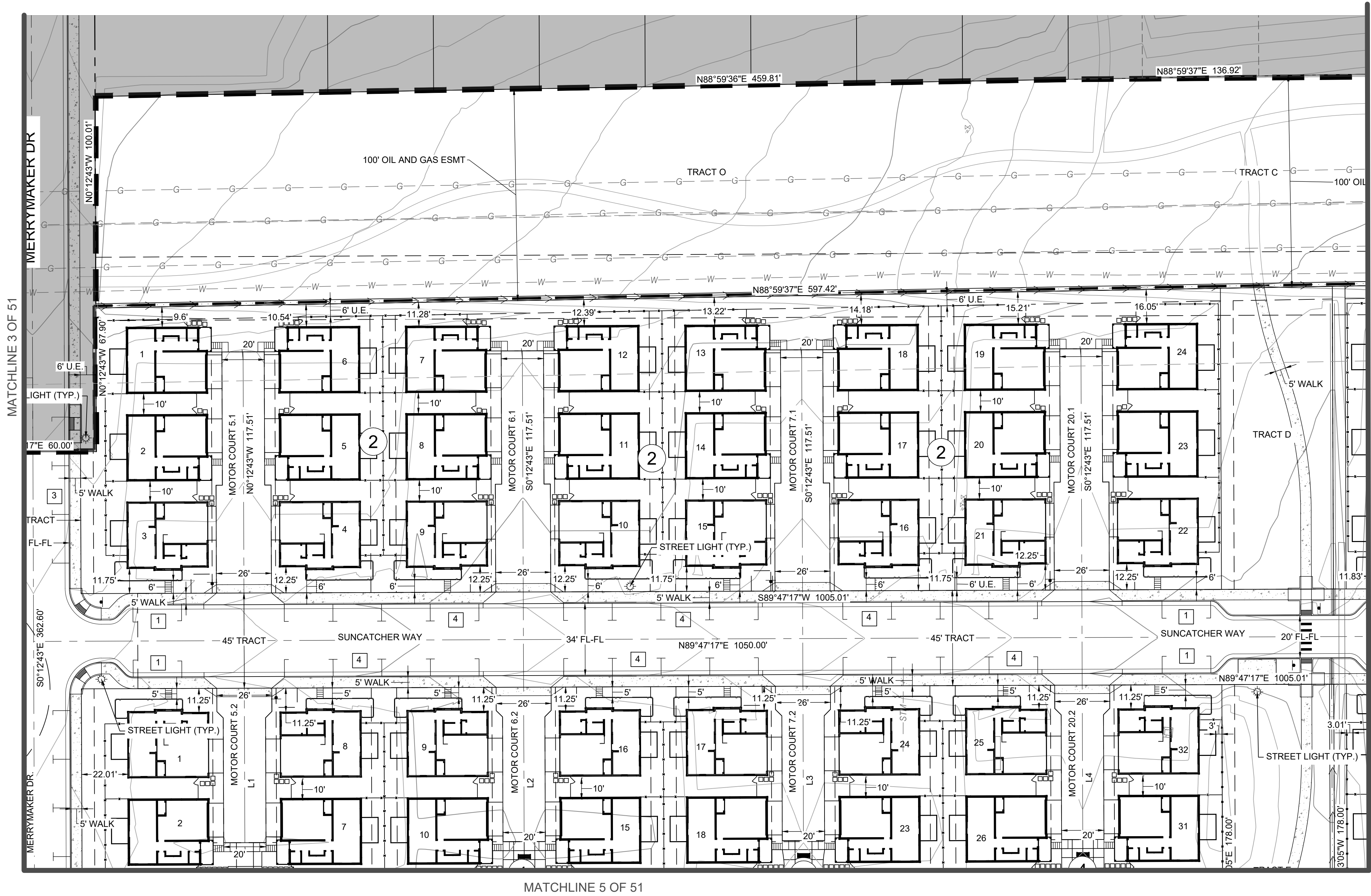
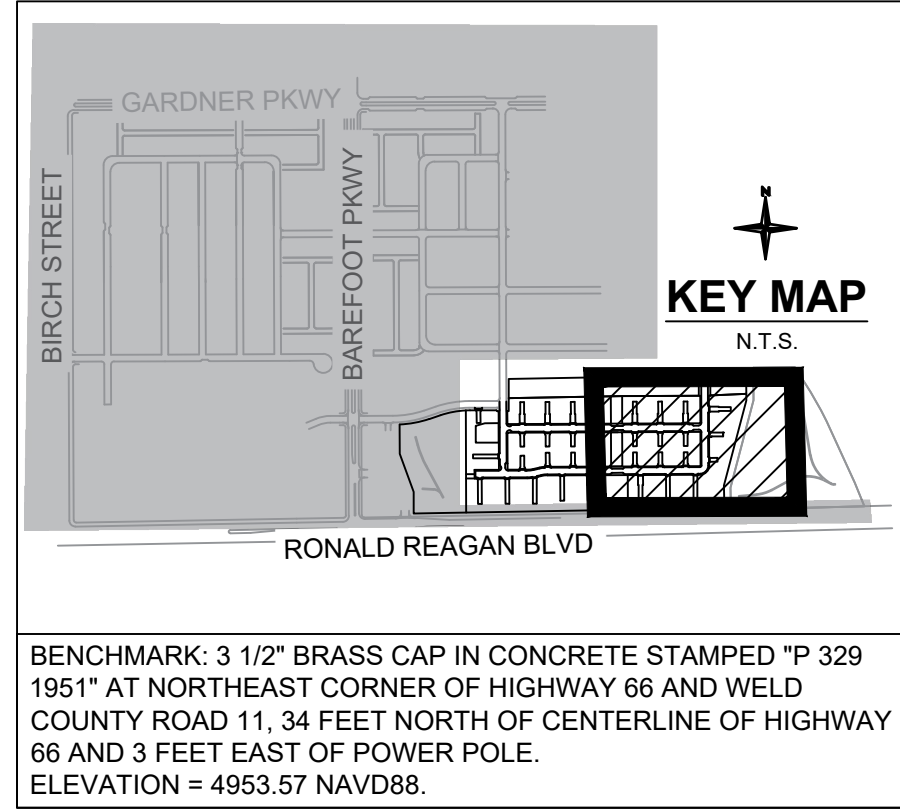
Line Table		
Line #	Length	Direction
L17	103.000	S00° 12' 43.03"E
L14	95.501	N00° 12' 43.29"W
L1	114.487	N00° 12' 43.29"W
L3	114.487	S00° 12' 43.29"E
L12	95.500	S00° 12' 43.29"E
L5	114.489	S00° 12' 43.29"E
L10	95.499	S00° 12' 43.29"E
L8	95.500	N00° 12' 43.29"W
L7	114.487	N00° 12' 43.29"W
L9	95.499	N00° 12' 43.29"W
L6	114.489	N00° 12' 43.29"W
L15	95.500	S89° 47' 16.71"W
L2	114.487	S00° 12' 43.29"E
L13	95.500	S00° 12' 43.29"E
L4	114.487	S00° 12' 43.29"E
L11	95.499	S00° 12' 43.29"E
L16	66.984	S89° 47' 16.71"W

Curve Table			
Curve #	Length	Radius	Delta
C7	79.325	50.500	090.0000
C6	62.046	39.500	090.0000
C5	32.747	152.500	012.3035
C4	42.410	197.500	012.3035
C3	37.579	175.000	012.3035
C2	37.579	175.000	012.3035
C1	98.960	63.000	089.9996



BAREFOOT LAKES - FILING 7E
FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032



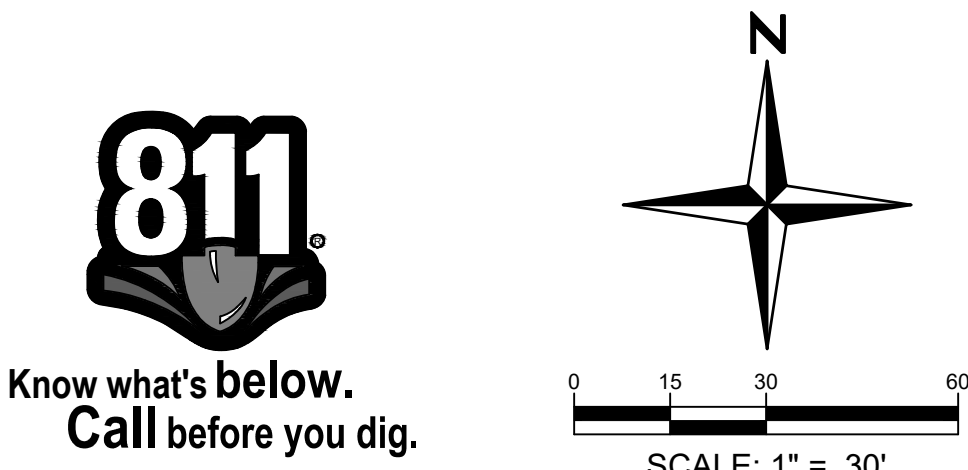
BLOCK	TOWNHOMES	DETACHED SINGLE FAMILY	TOTAL UNIT COUNT
1	10	3	13
2	0	24	24
3	0	18	18
4	0	32	32
5	0	23	23
6	45	3	48
7	25	16	41
TOTAL	80	119	199

LEGEND	
	PROPOSED PROPERTY LINE
	PROPOSED EASEMENT
	TRACT LINE
	CENTERLINE
	PROPOSED FENCE LINE
	LOT NUMBER
	UNIT NUMBER
	NUMBER OF PARKING SPACES

NOTES
1. STREET LIGHTS ARE LOCATED PER TOWN OF FIRESTONE STANDARDS AND CODE.

Line Table		
Line #	Length	Direction
L17	103.000	S00° 12' 43.03"E
L14	95.501	N00° 12' 43.29"W
L1	114.487	N00° 12' 43.29"W
L3	114.487	S00° 12' 43.29"E
L12	95.500	S00° 12' 43.29"E
L5	114.489	S00° 12' 43.29"E
L10	95.499	S00° 12' 43.29"E
L8	95.500	N00° 12' 43.29"W
L7	114.487	N00° 12' 43.29"W
L9	95.499	N00° 12' 43.29"W
L6	114.489	N00° 12' 43.29"W
L15	95.500	S89° 47' 16.71"W
L2	114.487	S00° 12' 43.29"E
L13	95.500	S00° 12' 43.29"E
L4	114.487	S00° 12' 43.29"E
L11	95.499	S00° 12' 43.29"E
L16	66.984	S89° 47' 16.71"W

Curve Table			
Curve #	Length	Radius	Delta
C7	79.325	50.500	090.0000
C6	62.046	39.500	090.0000
C5	32.747	152.500	012.3035
C4	42.410	197.500	012.3035
C3	37.579	175.000	012.3035
C2	37.579	175.000	012.3035
C1	98.960	63.000	089.9996



BAREFOOT LAKES - FILING 7E
FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032

BIRCH STREET

GARDNER PKWY

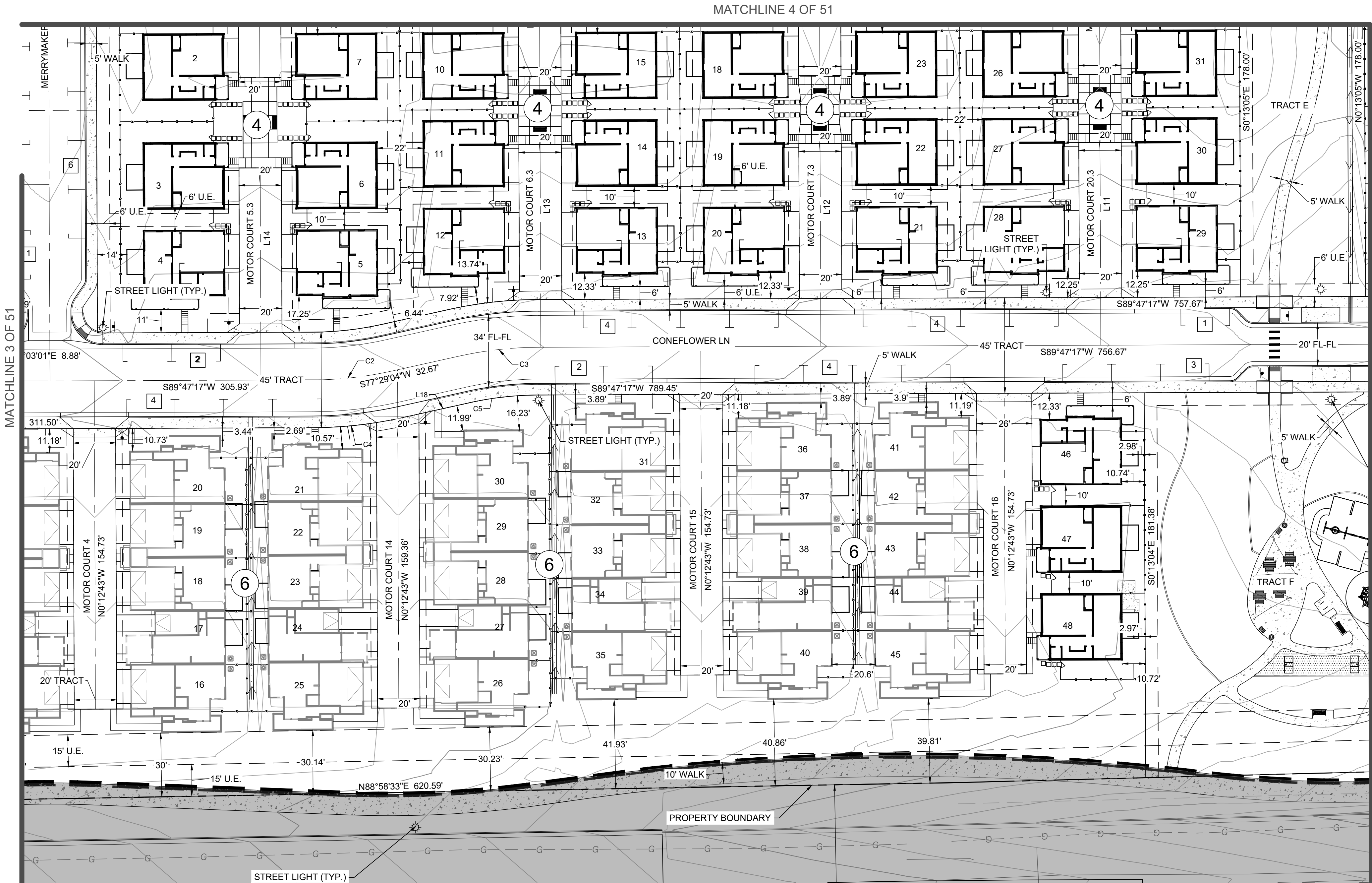
BAREFOOT PKWY

RONALD REAGAN BLVD

KEY MAP

N.T.S.

BENCHMARK: 3 1/2" BRASS CAP IN CONCRETE STAMPED "P 329 1951" AT NORTHEAST CORNER OF HIGHWAY 66 AND WELD COUNTY ROAD 11, 34 FEET NORTH OF CENTERLINE OF HIGHWAY 66 AND 3 FEET EAST OF POWER POLE.
ELEVATION = 4953.57 NAVD88.



BLOCK	TOWNHOMES	DETACHED SINGLE FAMILY	TOTAL UNIT COUNT
1	10	3	13
2	0	24	24
3	0	18	18
4	0	32	32
5	0	23	23
6	45	3	48
7	25	16	41
TOTAL	80	119	199

LEGEND

PROPOSED PROPERTY LINE

PROPOSED EASEMENT

1

1

1

NOTES

1. STREET LIGHTS ARE LOCATED PER TOWN OF FIRESTONE STANDARDS AND CODE.

Line Table		
Line #	Length	Direction
L17	103.000	S00° 12' 43.03"E
L14	95.501	N00° 12' 43.29"W
L1	114.487	N00° 12' 43.29"W
L3	114.487	S00° 12' 43.29"E
L12	95.500	S00° 12' 43.29"E
L5	114.489	S00° 12' 43.29"E
L10	95.499	S00° 12' 43.29"E
L8	95.500	N00° 12' 43.29"W
L7	114.487	N00° 12' 43.29"W
L9	95.499	N00° 12' 43.29"W
L6	114.489	N00° 12' 43.29"W
L15	95.500	S89° 47' 16.71"W
L2	114.487	S00° 12' 43.29"E
L13	95.500	S00° 12' 43.29"E
L4	114.487	S00° 12' 43.29"E
L11	95.499	S00° 12' 43.29"E
L16	66.984	S89° 47' 16.71"W

Curve Table			
Curve #	Length	Radius	Delta
C7	79.325	50.500	090.0000
C6	62.046	39.500	090.0000
C5	32.747	152.500	012.3035
C4	42.410	197.500	012.3035
C3	37.579	175.000	012.3035
C2	37.579	175.000	012.3035
C1	98.960	63.000	089.9996

811

Know what's below.
Call before you dig.

N

0 15 30 60

SCALE: 1" = 30'

Redland

WHERE GREAT PLACES BEGIN

Land Planning
Civil Engineering
Landscape Architecture
Construction Management

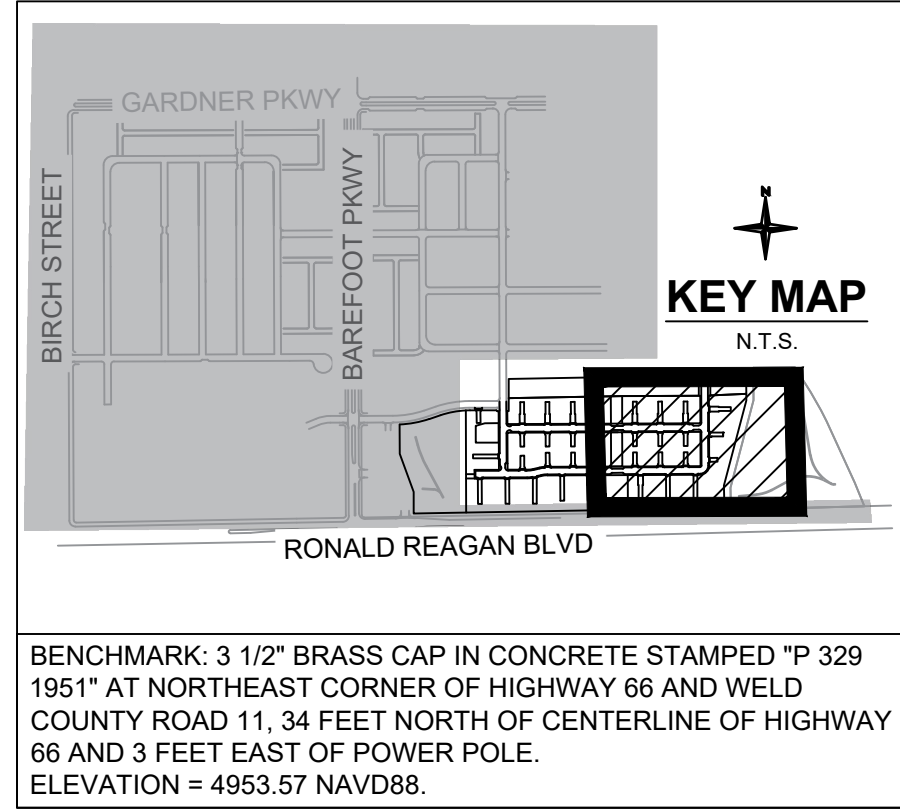
720.283.6783
REDLAND.COM

BAREFOOT LAKES
FILING 7E
FINAL DEVELOPMENT PLAN
SITE PLAN

SHEET
5 OF 51

BAREFOOT LAKES - FILING 7E
FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032



BENCHMARK: 3 1/2" BRASS CAP IN CONCRETE STAMPED "P 329 1951" AT NORTHEAST CORNER OF HIGHWAY 66 AND WELD COUNTY ROAD 11, 34 FEET NORTH OF CENTERLINE OF HIGHWAY 66 AND 3 FEET EAST OF POWER POLE. ELEVATION = 4953.57 NAVD88.

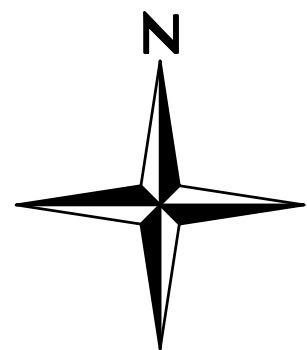
- LEGEND
- PROPOSED PROPERTY LINE
 - PROPOSED EASEMENT
 - TRACT LINE
 - CENTERLINE
 - PROPOSED FENCE LINE
- 1 LOT NUMBER
1 UNIT NUMBER
1 NUMBER OF PARKING SPACES

BLOCK	TOWNHOMES	DETACHED SINGLE FAMILY	TOTAL UNIT COUNT
1	10	3	13
2	0	24	24
3	0	18	18
4	0	32	32
5	0	23	23
6	45	3	48
7	25	16	41
TOTAL	80	119	199

- NOTES
1. STREET LIGHTS ARE LOCATED PER TOWN OF FIRESTONE STANDARDS AND CODE.

Line Table		
Line #	Length	Direction
L17	103.000	S00° 12' 43.03"E
L14	95.501	N00° 12' 43.29"W
L1	114.487	N00° 12' 43.29"W
L3	114.487	S00° 12' 43.29"E
L12	95.500	S00° 12' 43.29"E
L5	114.489	S00° 12' 43.29"E
L10	95.499	S00° 12' 43.29"E
L8	95.500	N00° 12' 43.29"W
L7	114.487	N00° 12' 43.29"W
L9	95.499	N00° 12' 43.29"W
L6	114.489	N00° 12' 43.29"W
L15	95.500	S89° 47' 16.71"W
L2	114.487	S00° 12' 43.29"E
L13	95.500	S00° 12' 43.29"E
L4	114.487	S00° 12' 43.29"E
L11	95.499	S00° 12' 43.29"E
L16	66.984	S89° 47' 16.71"W

Curve Table			
Curve #	Length	Radius	Delta
C7	79.325	50.500	090.0000
C6	62.046	39.500	090.0000
C5	32.747	152.500	012.3035
C4	42.410	197.500	012.3035
C3	37.579	175.000	012.3035
C2	37.579	175.000	012.3035
C1	98.960	63.000	089.9996



SCALE: 1" = 30'

BAREFOOT LAKES
FILING 7E
FINAL DEVELOPMENT PLAN
SITE PLAN

SHEET

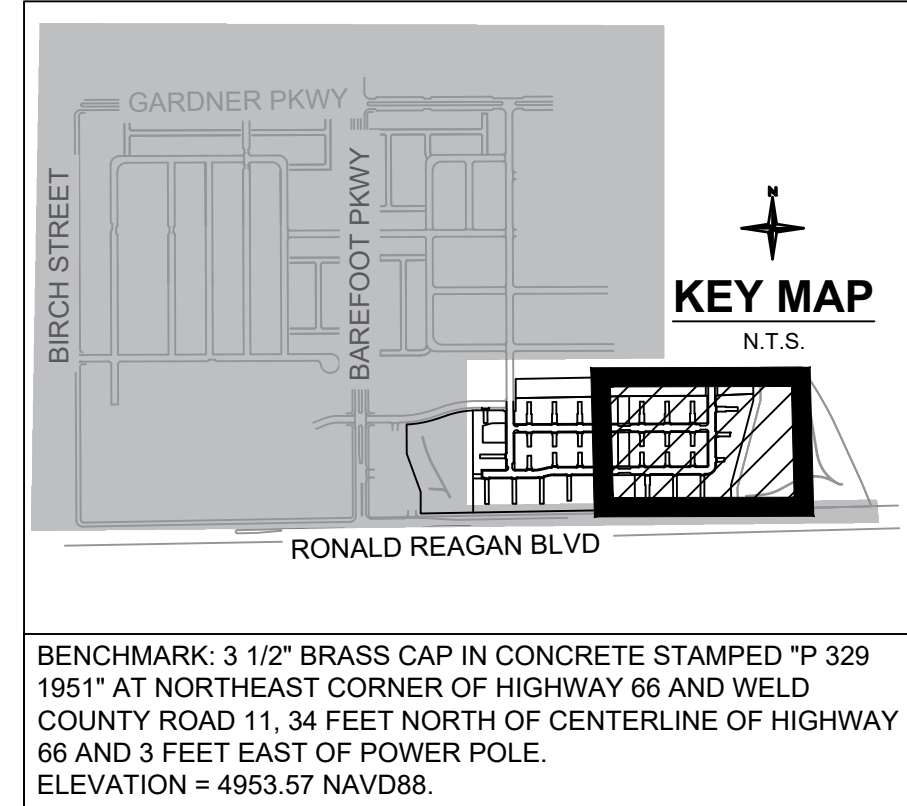
6 OF 51

Redland
WHERE GREAT PLACES BEGIN
720.283.6783
REDLAND.COM
Land Planning
Civil Engineering
Landscape Architecture
Construction Management

BAREFOOT LAKES - FILING 7E
FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032

MATCHLINE 6 OF 51



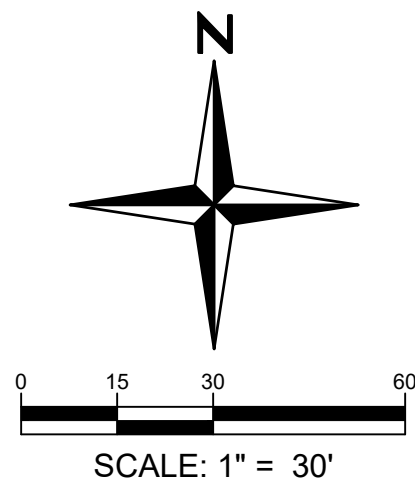
- LEGEND
- PROPOSED PROPERTY LINE
 - PROPOSED EASEMENT
 - TRACT LINE
 - CENTERLINE
 - PROPOSED FENCE LINE
- 1 LOT NUMBER
1 UNIT NUMBER
1 NUMBER OF PARKING SPACES

BLOCK	TOWNHOMES	DETACHED SINGLE FAMILY	TOTAL UNIT COUNT
1	10	3	13
2	0	24	24
3	0	18	18
4	0	32	32
5	0	23	23
6	45	3	48
7	25	16	41
TOTAL	80	119	199

- NOTES
- STREET LIGHTS ARE LOCATED PER TOWN OF FIRESTONE STANDARDS AND CODE.

Line Table		
Line #	Length	Direction
L17	103.000	S00° 12' 43.03"E
L14	95.501	N00° 12' 43.29"W
L1	114.487	N00° 12' 43.29"W
L3	114.487	S00° 12' 43.29"E
L12	95.500	S00° 12' 43.29"E
L5	114.489	S00° 12' 43.29"E
L10	95.499	S00° 12' 43.29"E
L8	95.500	N00° 12' 43.29"W
L7	114.487	N00° 12' 43.29"W
L9	95.499	N00° 12' 43.29"W
L6	114.489	N00° 12' 43.29"W
L15	95.500	S89° 47' 16.71"W
L2	114.487	S00° 12' 43.29"E
L13	95.500	S00° 12' 43.29"E
L4	114.487	S00° 12' 43.29"E
L11	95.499	S00° 12' 43.29"E
L16	66.984	S89° 47' 16.71"W

Curve Table			
Curve #	Length	Radius	Delta
C7	79.325	50.500	090.0000
C6	62.046	39.500	090.0000
C5	32.747	152.500	012.3035
C4	42.410	197.500	012.3035
C3	37.579	175.000	012.3035
C2	37.579	175.000	012.3035
C1	98.960	63.000	089.9996



BAREFOOT LAKES
FILING 7E
FINAL DEVELOPMENT PLAN
SITE PLAN

SHEET

7 OF 51

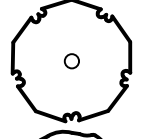
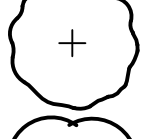
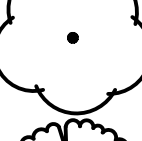
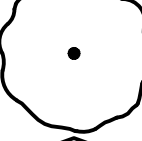
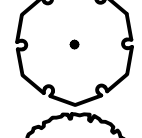
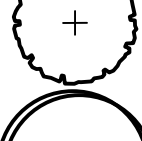
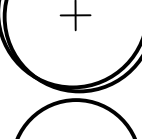
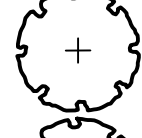
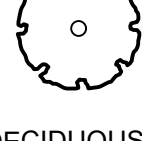
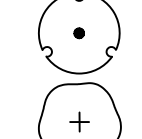
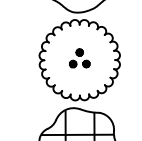
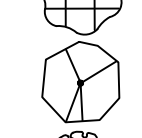
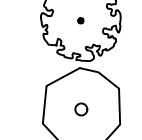
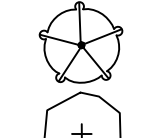
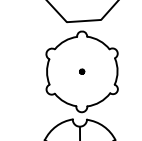
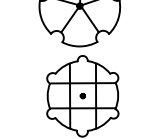
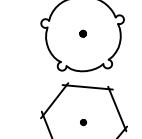
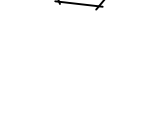
Redland
WHERE GREAT PLACES BEGIN
720.283.6783
REDLAND.COM
Land Planning
Civil Engineering
Landscape Architecture
Construction Management

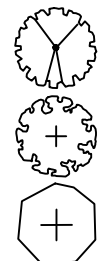
\\RS0\Project\200808001 - Barefoot Lakes\Cadd\Sheet Sets\08001.033.BFL Block 12\FDPLA FDP NOTES.dwg tab: 8 OF 38 PLANT SCHEDULE Jun 09, 2025 - 4:57pm givens

BAREFOOT LAKES - FILING 7E
FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032

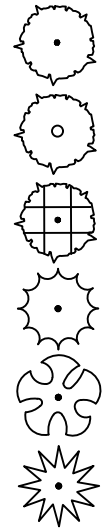
PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	MATURE HEIGHT	MATURE WIDTH
DECIDUOUS TREES								
	BTH	19	Acer grandidentatum 'Hipazam'	Highland Park Bigtooth Maple	2" Cal.	B&B		
	BTM	29	Acer grandidentatum	Bigtooth Maple	2" Cal.	B&B	25 - 40ft. ht.	15 - 25ft. w.
	CAL	8	Catalpa speciosa	Western Catalpa	2" Cal.	B&B	40 - 65ft. ht.	25 - 40ft. w.
	EKC	32	Gymnocladus dioicis 'Espresso'	Espresso Kentucky Coffee Tree	2" Cal.	B&B	40 - 65ft. ht.	25 - 40ft. w.
	HAC	11	Celtis occidentalis	Common Hackberry	2" Cal.	B&B	40 - 65ft. ht.	40 - 65ft. w.
	HPS	67	Celtis occidentalis 'JFS-KSU1'	Prairie Sentinel® Hackberry	2" Cal.	B&B	40 - 65ft. ht.	10 - 15ft. w.
	IMP	3	Gleditsia triacanthos inermis 'Imperial'	Imperial Honeylocust	2" Cal.	B&B	25 - 40ft. ht.	25 - 40ft. w.
	QG	19	Quercus x macdanielii 'Clemons'	Heritage® Oak	2" Cal.	B&B	40 - 65ft. ht.	25 - 40ft. w.
	QM	15	Quercus macrocarpa	Burr Oak	2" Cal.	B&B	25 - 40ft. ht.	40 - 65ft. w.
EVERGREEN TREES								
	AUS	33	Pinus nigra	Austrian Pine	8' Ht	B&B	40 - 65ft. ht.	25 - 40ft. w.
	PM	18	Pinus monophylla	Piñon Pine	8' Ht	B&B	40 - 65ft. ht.	25 - 40ft. w.
ORNAMENTAL TREES								
	RHT	3	Crataegus ambigua	Russian Hawthorn	1.5" Cal.	B&B	15 - 25ft. ht.	10 - ft. w.
	WKH	38	Crataegus viridis 'Winter King'	Winter King Hawthorn	1.5" Cal.	B&B	25 - 40ft. ht.	25 - 40ft. w.
DECIDUOUS SHRUBS								
	AO	102	Amelanchier alnifolia 'Obelisk'	Standing Ovation™ Serviceberry	#5	Pot	6 - ft. ht.	3 - 6ft. w.
	CGM	34	Ribes alpinum 'Green Mound'	Green Mound Currant	#5	Pot	18 - 36in. ht.	1 - 3ft. w.
	DEC	20	Viburnum opulus 'Nanum'	Dwarf European Cranberry Bush	#5	Pot	18 - 36in. ht.	3 - 6ft. w.
	DKS	117	Caryopteris x clandonensis 'Dark Knight'	Dark Knight Blue Mist Spirea	#5	Pot	18 - 36in. ht.	1 - 3ft. w.
	FER	31	Chamaebatiaria millefolium	Fernbush	#5	Pot	3 - 6ft. ht.	3 - 1ft. w.
	GLS	30	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	#5	Pot	3 - 6ft. ht.	3 - 6ft. w.
	LEA	14	Amorpha canescens	Leadplant	#5	Pot	18 - 36in. ht.	1 - 3ft. w.
	MLC	205	Philadelphus lewisii 'Cheyenne'	Cheyenne Mockorange	#5	Pot	6 - 10ft. ht.	3 - 6ft. w.
	MNB	30	Physocarpus monogynus	Mountain Ninebark	#5	Pot	3 - 6ft. ht.	1 - 3ft. w.
	NBV	74	Viburnum lentago	Nannyberry	#5	Pot	10 - 15ft. ht.	6 - 10ft. w.
	PA	50	Perovskia atriplicifolia	Russian Sage	#1		3 - 6ft. ht.	3 - 6ft. w.
	PBS	160	Prunus besseyi 'Pawnee Buttes'	Pawnee Buttes Sand Cherry	#5	Pot	18 - 36in. ht.	3 - 6ft. w.
	PS	138	Perovskia atriplicifolia 'Little Spire'	Dwarf Russian Sage	#5	Pot	18 - 36in. ht.	1 - 3ft. w.
	RRB	46	Chrysothamnus nauseosus	Rubber Rabbitbrush	#5	Pot	3 - 6ft. ht.	3 - 1ft. w.



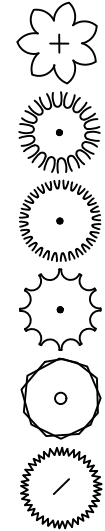
RT2	191	Rhus trilobata	Skunkbush Sumac	#5	Pot	3 - 6ft. ht.	3 - 1ft. w.
SAA	28	Rhus trilobata 'Autumn Amber'	Autumn Amber Sumac	#5	Pot	6 - 18in. ht.	6 - 10ft. w.
VT	82	Viburnum trilobum 'Spring Red Compact'	Spring Red Compact Cranberrybush	#1			

EVERGREEN SHRUBS



AND	24	Juniperus horizontalis 'Youngstown'	Youngstown Juniper	#5	Pot	6 - 18in. ht.	3 - 6ft. w.
BCH	152	Juniperus horizontalis 'Blue Chip'	Blue Chip Juniper	#5	Pot	6 - 18in. ht.	6 - 10ft. w.
FWS	11	Atriplex canescens	Fourwing Saltbush	#5	Pot	3 - 1ft. ht.	3 - ft. w.
JT	3	Juniperus virginiana 'Taylor'	Taylor Eastern Redcedar	#5	Pot	10 - ft. ht.	3 - 6ft. w.
MPA	235	Arctostaphylos x coloradoensis 'Panchito'	Panchito Manzanita	#5	Pot	18 - 36in. ht.	3 - 6ft. w.
YSW	7	Yucca glauca	Soapweed Yucca	#5	Pot	18 - 36in. ht.	1 - 3ft. w.

ORNAMENTAL GRASSES



AS	133	Achnatherum calamagrostis	Silver Spike Grass	#1		6 - ft. ht.	1 - 3ft. w.
AVG	183	Helictotrichon sempervirens	Blue Avena	#1	Pot	18 - 36in. ht.	1 - 3ft. w.
BLO	166	Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Blue Grama	#1	Pot	18 - 36in. ht.	1 - 3ft. w.
CB2	423	Calamagrostis brachytricha	Korean Feather Reed Grass	#1		3 - 6ft. ht.	1 - 3ft. w.
CK	665	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	#1		3 - 6ft. ht.	1 - 3ft. w.
MU	133	Muhlenbergia reverchonii 'PUND01S'	Undaunted® Ruby Muhly	#1		18 - 36in. ht.	1 - 3ft. w.

PERENNIALS



CMW	313	Nepeta x faassenii 'Walker's Low'	Walker's Low Catmint	#1	Pot	18 - 36in. ht.	1 - 3ft. w.
GT	156	Gaura lindheimeri	White Guara	#1		3 - 6ft. ht.	1 - 3ft. w.
PX	147	Penstemon x mexicali 'P008S'	Red Rocks® Penstemon	#1		18 - 36in. ht.	1 - 3ft. w.
YAM	72	Achillea 'Moonshine'	Moonshine Yarrow	#1	Pot	6 - 18in. ht.	1 - 3ft. w.

BAREFOOT LAKES
FILING 7E
FINAL DEVELOPMENT PLAN
PLANT SCHEDULE

SHEET

8 OF 51

PROJECT NO.	DATE	NO.	NOTES
08001.033	09/19/2024	1	FIRST SUBMITTAL
	01/31/2025	2	SECOND SUBMITTAL
	04/01/2025	3	THIRD SUBMITTAL
	06/09/2025	4	FOURTH SUBMITTAL

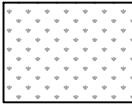
\\RS0\Projects\200808001 - Barefoot Lakes\CaddSheet Sets\0801 1033 BFL Block 12\FDPLA FDP NOTES.dwg tab: 9 OF 38 LANDSCAPE NOTES Jun 09, 2025 - 4:57pm lghens

BAREFOOT LAKES - FILING 7E

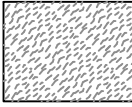
FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032

SEED MIXES



NATIVE SEED MIX - TYPE 1				
SPECIES	VARIETY	PERCENT OF MIX	DRILLING PLANTING (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

SEEDING NOTES

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

SITE PREPARATION

- TOPSOIL SHALL BE SALVAGED WHEN MOIST, NOT WET, AND STOCKPILED IN SHALLOW ROWS.
- ALL STORED TOPSOIL SHALL BE MONITORED AND PERIODICALLY TILLED FOR WEED CONTROL.
- 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 CLOUDS, TOXIC SUBSTANCES, OR OTHER MATERIAL WHICH WOULD BE DETRIMENTAL TO ITS USE ON THE PROJECT.
- 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 CLOUDS, STICKS, STONES, DEBRIS, CONCRETE, AND ASPHALT IN EXCESS OF 4 INCHES (4") IN ANY DIMENSION, AND BROUGHT TO THE DESIRED LINE AND GRADE.
- 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.
- 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.
- 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 CLOUDS 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.
- ALL SITES MUST BE FREE FROM NON-NATURAL MATERIALS SUCH AS OLD WATER LINES, LITTER AND BUILDING MATERIALS PRIOR TO SEEDING.

SEEDING PROCEDURE

- NATIVE SEED MIX AS SPECIFIED IN THE SEED SCHEDULE WILL BE USED AND SHALL BE APPLIED AT A RATE SHOWN BY MIX.
- 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.
- 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.
- ALL SEED SHALL BE FREE OF POA ANNUA AND ALL NOXIOUS WEEDS AS LISTED BY THE COLORADO DEPARTMENT OF AGRICULTURE.
- 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.
- SLOPES FLATTER THAN 2:1 SHALL BE SEEDED BY MECHANICAL POWER DRAWN DRILLS.
- 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 ¼ INCH.
- 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.
- 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.
- ADDITIONAL TOPICAL OVER SEEDING MAY BE APPLIED TO PREVIOUSLY SEEDED AREAS IN ORDER TO ACHIEVE ADEQUATE GROUND COVER AND EROSION RESISTANCE.

- PACKER WHEELS WILL BE USED TO ENSURE SOIL TO SEED CONTACT.

EROSION CONTROL:

- 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, INTERTWINED AND EVENLY DISTRIBUTED IN THE BLANKET AND STITCHED WITH A UV-ENHANCED NET ON TOP AND BOTTOM.
- MULCH: WHERE REQUIRED, MULCH WILL BE CRIMP MULCH AND SHALL BE INSTALLED IN ACCORDANCE WITH THE EROSION CONTROL PLAN.

SEEDING ESTABLISHMENT

- A SUCCESSFUL STAND OF NATIVE GRASS IS DEFINED AS AT LEAST FOUR DESIRABLE SEEDLINGS PER SQ. FT., AND FREE OF EROSION AND WEED INFESTATION.
- SEEDED 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

ELEVATION	SPRING SEEDING	FALL SEEDING
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

- 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.
- 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.
- 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.

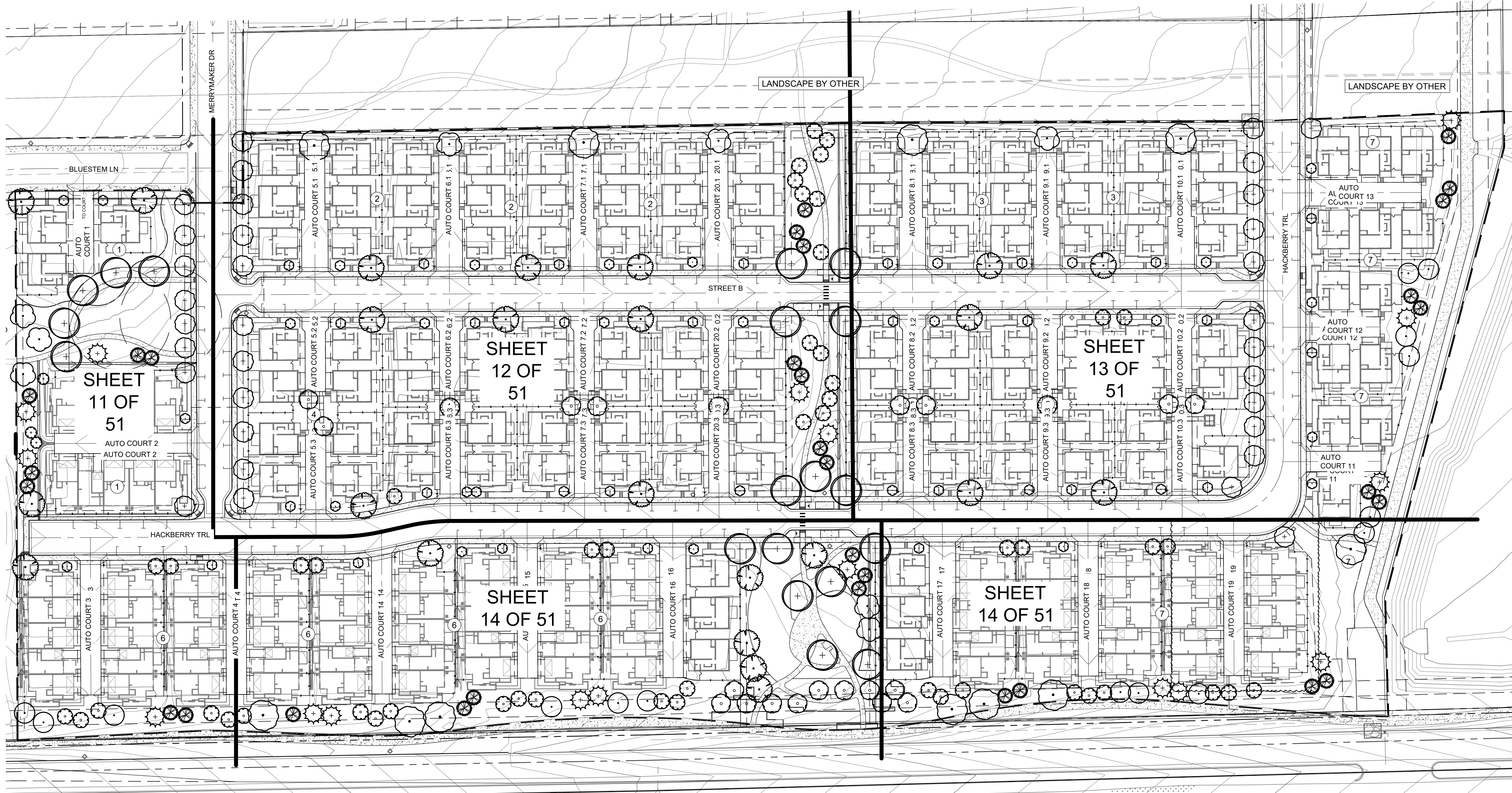
ADDITIONAL WEED MANAGEMENT FOR MIXED GRASS/WILDFLOWER PLANTING

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.

BAREFOOT LAKES - FILING 7E
FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032



MINIMUM LANDSCAPE REQUIREMENTS - MULTI-FAMILY DWELLING UNITS
ADJUSTED GROSS SITE AREA*: 18.53 AC (806,951 SF)

CODE SECTION	REQUIREMENT	REQUIRED	PROVIDED
16.6.4.E.5.a	Minimum of fifteen (15) percent of the entire lot with landscaping of live plant materials	121,043 SF	314,615 SF
16.6.4.E.5.b	One (1) tree per 1,000 SF of landscaped area	122	152
16.6.4.E.5.c	One (1) shrub per 150 SF of landscaped area	807	1,790

*ADJUSTED GROSS SITE AREA DOES NOT INCLUDE TRACTS C AND G (NORTH) AND TRACT O (WEST). REMAINING AREA, LOCATED WITHIN IDENTIFIED "LANDSCAPE LIMITS OF WORK", WAS USED TO CALCULATE MINIMUM LANDSCAPE REQUIREMENTS. IT IS ASSUMED THE (3) THREE TRACTS LISTED ABOVE WILL BE LANDSCAPED BY OTHER.

MINIMUM LANDSCAPE REQUIREMENTS - SINGLE FAMILY DWELLING UNITS

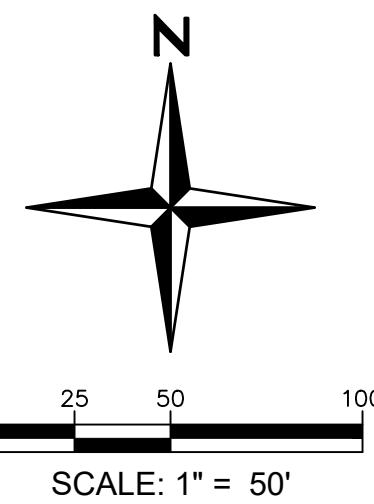
CODE SECTION	REQUIREMENT	TOTAL	REQUIRED	PROVIDED
16.6.4.E.4.a	Minimum of seventy-five (75) percent of the gross front yard, excluding driveways, landscaped with live plant materials.	59,128 SF	44,346 SF	59,128 SF
16.6.4.E.4.b	Install landscaping within the side and rear yard such that fifty (50) percent of the combined yards is landscaped with live plant material.	85,653 SF	42,827 SF	42,827 SF*

*SEE LOT TYPICALS ON SHEETS 17-18 FOR DETAIL

RIGHT-OF-WAY STREET TREE REQUIREMENTS

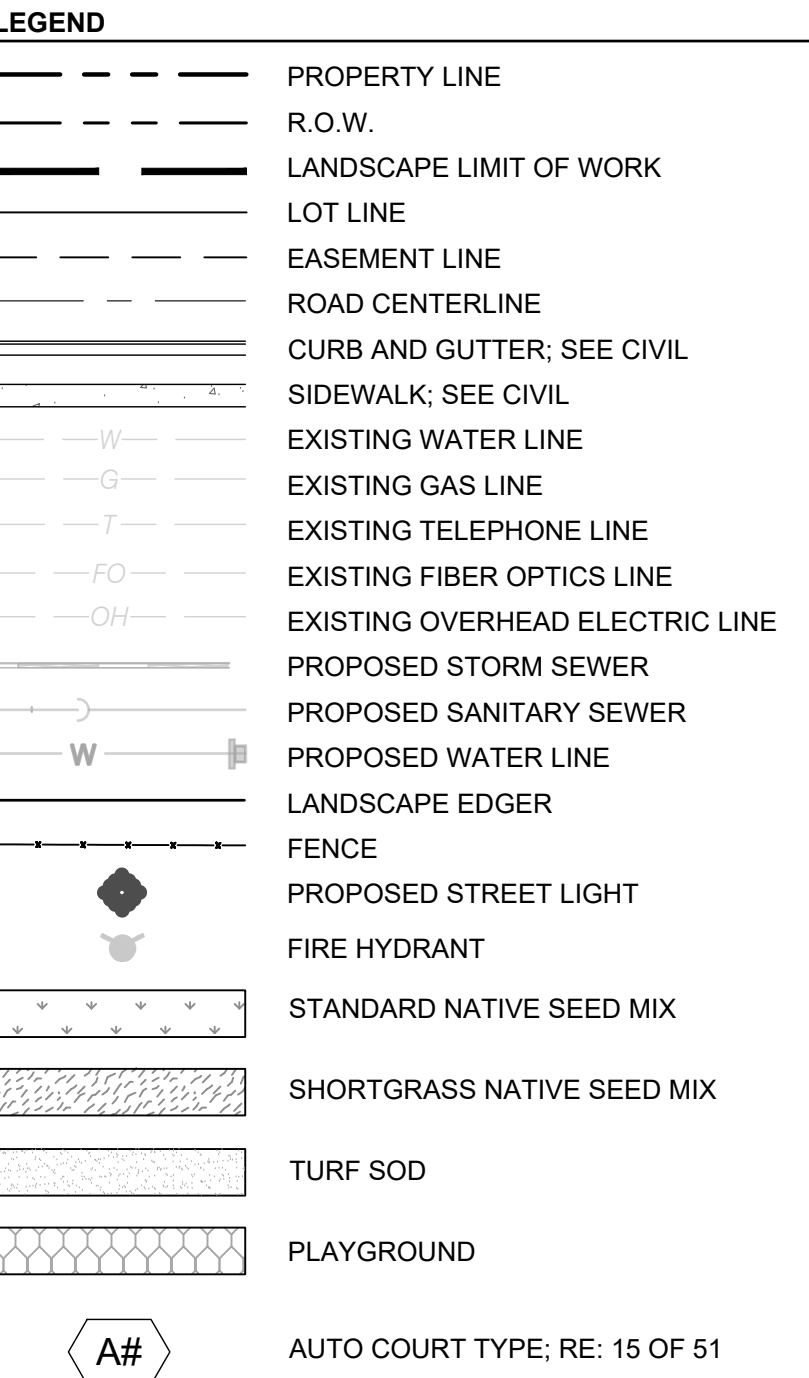
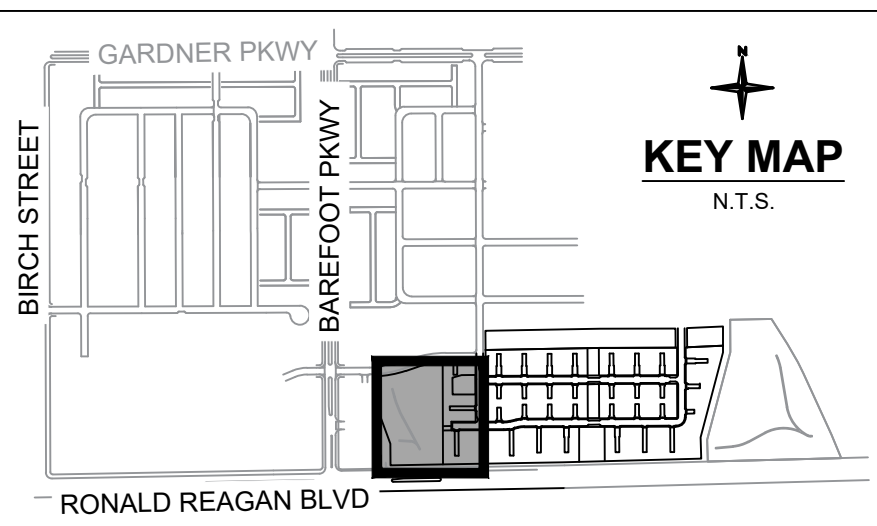
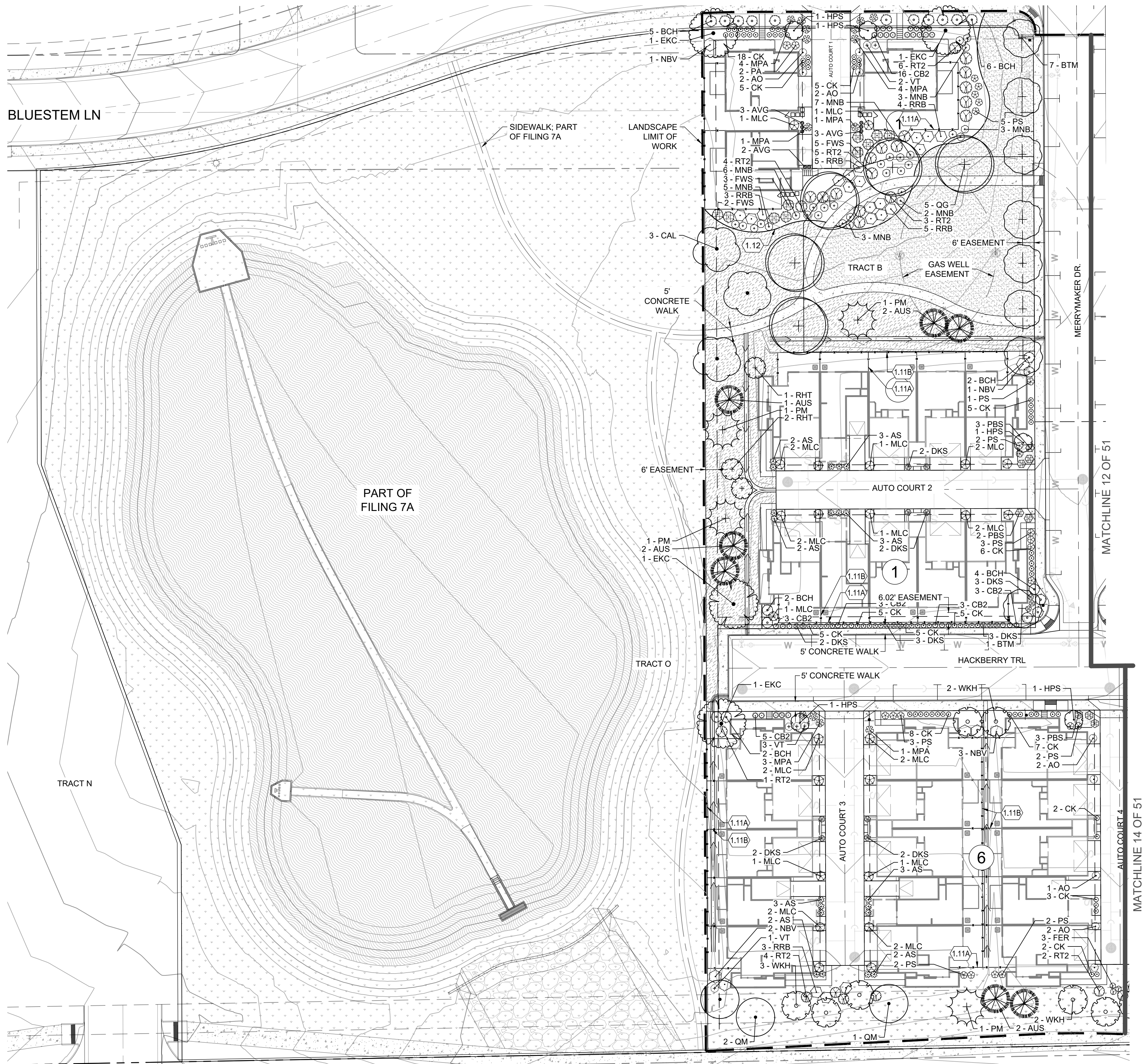
CODE SECTION	REQUIREMENT	REQUIRED	PROVIDED
16.6.4.E.2.a	One (1) deciduous or ornamental street tree for every forty (40) linear feet of street frontage or portion thereof, with a minimum of two (2) trees per lot for lots that have a minimum width of sixty (60) feet.		
	MerryMaker Drive (629 LF)*	16	16
	Street B (1,555 LF)*	39	39
	Hackberry Trail (2,536 LF)*	64	64
	Bluestem Lane (150 LF)*	4	4
	TOTAL:	123	123

*Curb cut widths not included in street frontage calculation.



BAREFOOT LAKES - FILING 7E
FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032

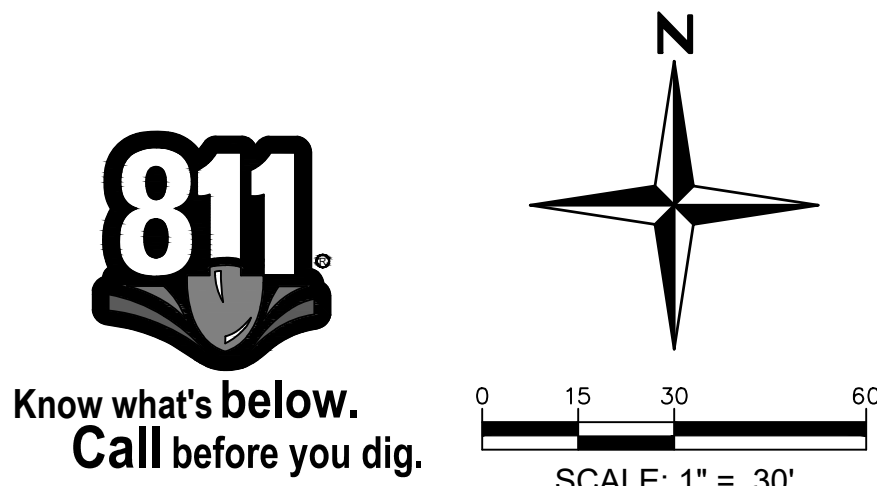


1.X	MATERIALS LEGEND	DETAIL/ SHEET
1.1	BENCH	1/SHT 20 OF 51
1.2	PICNIC TABLE	2/SHT 20 OF 51
1.3	SHADE STRUCTURE	3/SHT 20 OF 51
1.4	LITTER RECEPTACLE	4/SHT 20 OF 51
1.5	DOG WASTE STATION	5/SHT 20 OF 51
1.6	CORNHOLE	7/SHT 20 OF 51
1.7	GRILL	8/SHT 20 OF 51
1.8	BIKE RACK	10/SHT 20 OF 51
1.9	SWINGS WITH SHELL SEAT	6/SHT 20 OF 51
1.10	CLIMBING SPHERE	9/SHT 20 OF 51
1.11	FENCING	1/SHT 21 OF 51
1.12	LANDSCAPE EDGER	6/SHT 19 OF 51
1.13	CONCRETE EDGER	5/SHT 19 OF 51

- NOTES:
- FOR ALL FUTURE PHASES, THE APPLICANT SHALL SUBMIT A REVISED FINAL DEVELOPMENT PLAN FOR THE PHASE FOR WHICH A PERMIT IS REQUESTED, AND SHALL RECEIVE APPROVAL FROM THE TOWN OF FIRESTONE PRIOR TO ISSUANCE OF A BUILDING PERMIT.
 - IF TRANSFORMERS, GROUND MOUNTED HVAC EQUIPMENT, UTILITY PEDESTALS, ETC. ARE NOT SHOWN ON THE SITE IMPROVEMENT PLAN, ADDITIONAL LANDSCAPING/SCREENING MAY BE REQUIRED BASED UPON FIELD CONDITIONS DISCOVERED VIA THE SITE INSPECTION BY STAFF, MADE PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY, OR FINAL INSPECTION AS APPLICABLE.

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

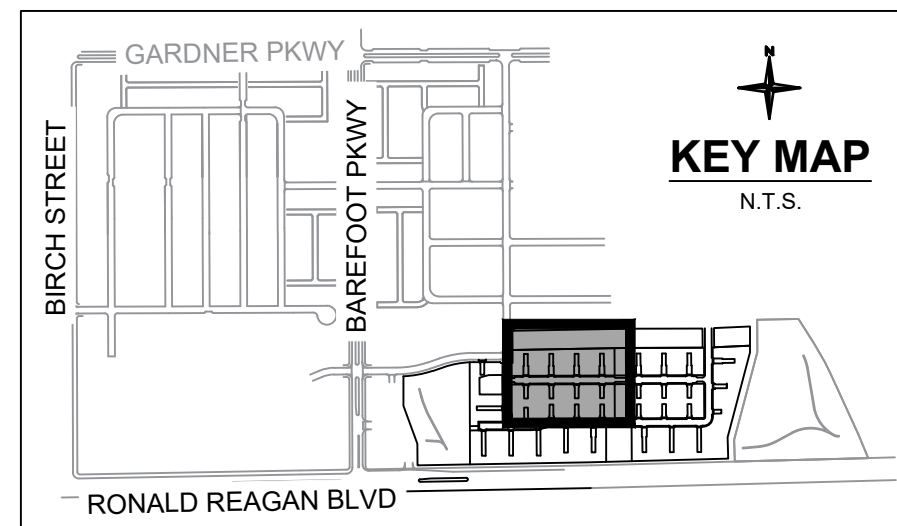
TYPE	PLANT REPLACEMENT WITHIN	
	1 YEAR	2+ YEARS
Tree - Deciduous	Increase the caliper by 1"	Increase caliper by 1.5"
Tree - Coniferous	Increase height by 1.5'	Increase height by 2'
Shrub	Replace with plants of at least 1/2 mature size	Replace with plants of at least 1/2 mature size



BAREFOOT LAKES - FILING 7E

FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032



LEGEND

	PROPERTY LINE
	R.O.W.
	LANDSCAPE LIMIT OF WORK
	LOT LINE
	EASEMENT LINE
	ROAD CENTERLINE
	CURB AND GUTTER; SEE CIVIL
	SIDEWALK; SEE CIVIL
	EXISTING WATER LINE
	EXISTING GAS LINE
	EXISTING TELEPHONE LINE
	EXISTING FIBER OPTICS LINE
	EXISTING OVERHEAD ELECTRIC LINE
	PROPOSED STORM SEWER
	PROPOSED SANITARY SEWER
	PROPOSED WATER LINE
	LANDSCAPE EDGER
	FENCE
	PROPOSED STREET LIGHT
	FIRE HYDRANT
	STANDARD NATIVE SEED MIX
	SHORTGRASS NATIVE SEED MIX
	TURF SOD
	PLAYGROUND
	A# AUTO COURT TYPE; RE: 15 OF 51

(1x)

MATERIALS LEGEND

	DETAIL/ SHEET
1.1 BENCH	1/SHT 20 OF 51
1.2 PICNIC TABLE	2/SHT 20 OF 51
1.3 SHADE STRUCTURE	3/SHT 20 OF 51
1.4 LITTER RECEPTACLE	4/SHT 20 OF 51
1.5 DOG WASTE STATION	5/SHT 20 OF 51
1.6 CORNHOLE	7/SHT 20 OF 51
1.7 GRILL	8/SHT 20 OF 51
1.8 BIKE RACK	10/SHT 20 OF 51
1.9 SWINGS WITH SHELL SEAT	6/SHT 20 OF 51
1.10 CLIMBING SPHERE	9/SHT 20 OF 51
1.11 FENCING	1/SHT 21 OF 51
1.12 LANDSCAPE EDGER	6/SHT 19 OF 51
1.13 CONCRETE EDGER	5/SHT 19 OF 51

NOTES:

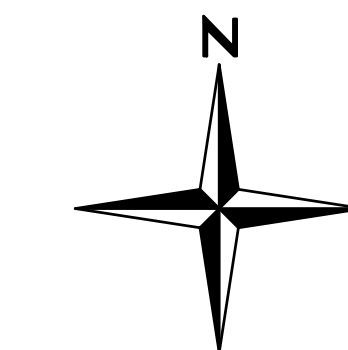
- FOR ALL FUTURE PHASES, THE APPLICANT SHALL SUBMIT A REVISED FINAL DEVELOPMENT PLAN FOR THE PHASE FOR WHICH A PERMIT IS REQUESTED, AND SHALL RECEIVE APPROVAL FROM THE TOWN OF FIRESTONE PRIOR TO ISSUANCE OF A BUILDING PERMIT.
- IF TRANSFORMERS, GROUND MOUNTED HVAC EQUIPMENT, UTILITY PEDESTALS, ETC. ARE NOT SHOWN ON THE SITE IMPROVEMENT PLAN, ADDITIONAL LANDSCAPING/SCREENING MAY BE REQUIRED BASED UPON FIELD CONDITIONS DISCOVERED VIA THE SITE INSPECTION BY STAFF, MADE PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY, OR FINAL INSPECTION AS APPLICABLE.

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

TYPE	PLANT REPLACEMENT WITHIN	
	1 YEAR	2+ YEARS
Tree - Deciduous	Increase the caliper by 1"	Increase caliper by 1.5"
Tree - Coniferous	Increase height by 1.5'	Increase height by 2'
Shrub	Replace with plants of at least 1/2 mature size	Replace with plants of at least 1/2 mature size



Know what's below.
Call before you dig.

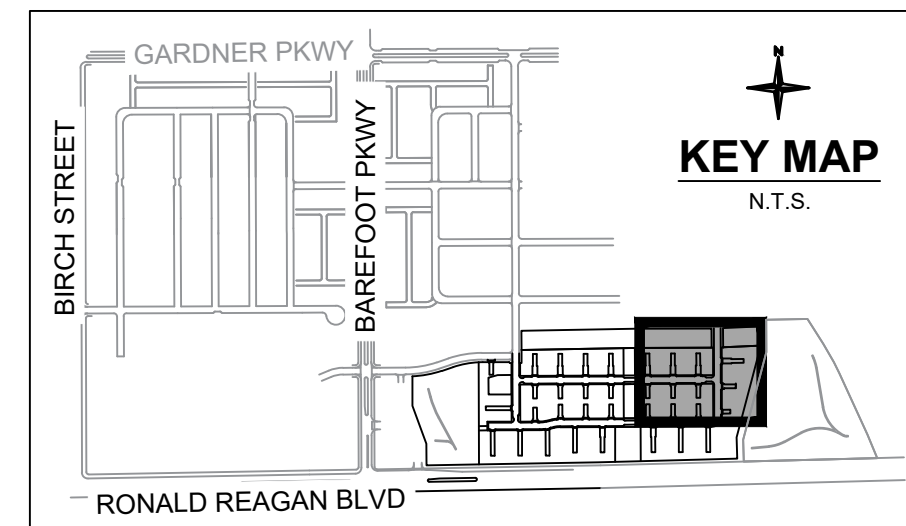


0 15 30 60
SCALE: 1" = 30'

BAREFOOT LAKES - FILING 7E

FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032



LEGEND

	PROPERTY LINE
	R.O.W.
	LANDSCAPE LIMIT OF WORK
	LOT LINE
	EASEMENT LINE
	ROAD CENTERLINE
	CURB AND GUTTER; SEE CIVIL
	SIDEWALK; SEE CIVIL
	EXISTING WATER LINE
	EXISTING GAS LINE
	EXISTING TELEPHONE LINE
	EXISTING FIBER OPTICS LINE
	EXISTING OVERHEAD ELECTRIC LINE
	PROPOSED STORM SEWER
	PROPOSED SANITARY SEWER
	PROPOSED WATER LINE
	LANDSCAPE EDGER
	FENCE
	PROPOSED STREET LIGHT
	FIRE HYDRANT
	STANDARD NATIVE SEED MIX
	SHORTGRASS NATIVE SEED MIX
	TURF SOD
	PLAYGROUND
	A# AUTO COURT TYPE; RE: 15 OF 51

MATERIALS LEGEND

1x	DETAIL/ SHEET
1.1 BENCH	1/SHT 20 OF 51
1.2 PICNIC TABLE	2/SHT 20 OF 51
1.3 SHADE STRUCTURE	3/SHT 20 OF 51
1.4 LITTER RECEPTACLE	4/SHT 20 OF 51
1.5 DOG WASTE STATION	5/SHT 20 OF 51
1.6 CORNHOLE	7/SHT 20 OF 51
1.7 GRILL	8/SHT 20 OF 51
1.8 BIKE RACK	10/SHT 20 OF 51
1.9 SWINGS WITH SHELL SEAT	6/SHT 20 OF 51
1.10 CLIMBING SPHERE	9/SHT 20 OF 51
1.11 FENCING	1/SHT 21 OF 51
1.12 LANDSCAPE EDGER	6/SHT 19 OF 51
1.13 CONCRETE EDGER	5/SHT 19 OF 51

NOTES:

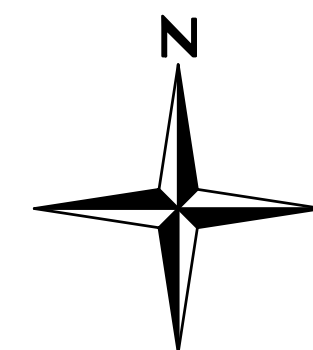
- FOR ALL FUTURE PHASES, THE APPLICANT SHALL SUBMIT A REVISED FINAL DEVELOPMENT PLAN FOR THE PHASE FOR WHICH A PERMIT IS REQUESTED, AND SHALL RECEIVE APPROVAL FROM THE TOWN OF FIRESTONE PRIOR TO ISSUANCE OF A BUILDING PERMIT.
- IF TRANSFORMERS, GROUND MOUNTED HVAC EQUIPMENT, UTILITY PEDESTALS, ETC. ARE NOT SHOWN ON THE SITE IMPROVEMENT PLAN, ADDITIONAL LANDSCAPING/SCREENING MAY BE REQUIRED BASED UPON FIELD CONDITIONS DISCOVERED VIA THE SITE INSPECTION BY STAFF, MADE PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY, OR FINAL INSPECTION AS APPLICABLE.

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

TYPE	PLANT REPLACEMENT WITHIN	
	1 YEAR	2+ YEARS
Tree - Deciduous	Increase the caliper by 1"	Increase caliper by 1.5"
Tree - Coniferous	Increase height by 1.5'	Increase height by 2'
Shrub	Replace with plants of at least 1/2 mature size	Replace with plants of at least 1/2 mature size



Know what's below.
Call before you dig.

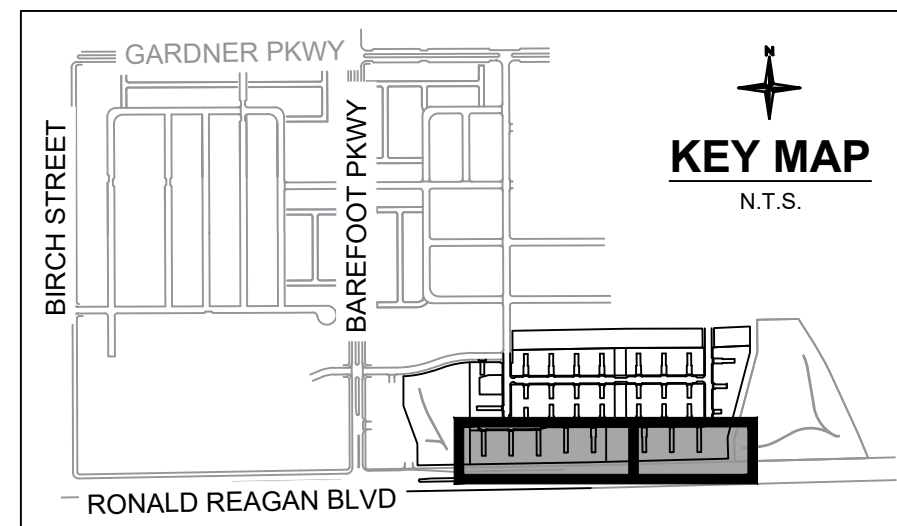


0 15 30 60
SCALE: 1" = 30'

BAREFOOT LAKES - FILING 7E

FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032



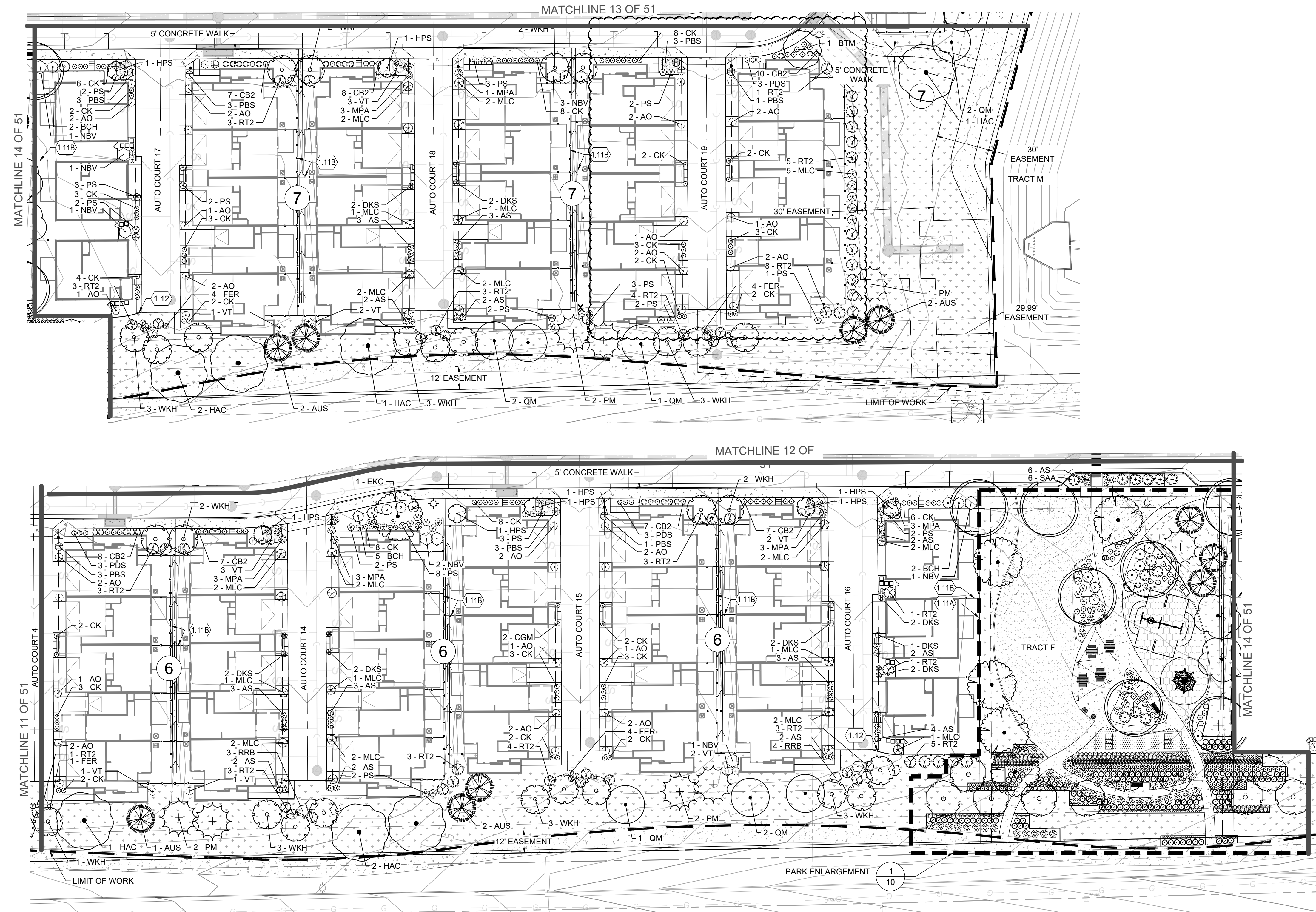
LEGEND

---	PROPERTY LINE
- - -	R.O.W.
---	LANDSCAPE LIMIT OF WORK
---	LOT LINE
---	EASEMENT LINE
---	ROAD CENTERLINE
---	CURB AND GUTTER; SEE CIVIL
---	SIDEWALK; SEE CIVIL
---	EXISTING WATER LINE
---	EXISTING GAS LINE
---	EXISTING TELEPHONE LINE
---	EXISTING FIBER OPTICS LINE
---	EXISTING OVERHEAD ELECTRIC LINE
---	PROPOSED STORM SEWER
---	PROPOSED SANITARY SEWER
---	PROPOSED WATER LINE
---	LANDSCAPE EDGER
---	FENCE
---	PROPOSED STREET LIGHT
---	FIRE HYDRANT
---	STANDARD NATIVE SEED MIX
---	SHORTGRASS NATIVE SEED MIX
---	TURF SOD
---	PLAYGROUND

A# AUTO COURT TYPE; RE: 15 OF 51

1x MATERIALS LEGEND

NO.	DETAIL/ SHEET
1.1	BENCH 1/SHT 20 OF 51
1.2	PICNIC TABLE 2/SHT 20 OF 51
1.3	SHADE STRUCTURE 3/SHT 20 OF 51
1.4	LITTER RECEPTACLE 4/SHT 20 OF 51
1.5	DOG WASTE STATION 5/SHT 20 OF 51
1.6	CORNHOLE 7/SHT 20 OF 51
1.7	GRILL 8/SHT 20 OF 51
1.8	BIKE RACK 10/SHT 20 OF 51
1.9	SWINGS WITH SHELL SEAT 6/SHT 20 OF 51
1.10	CLIMBING SPHERE 9/SHT 20 OF 51
1.11	FENCING 1/SHT 21 OF 51
1.12	LANDSCAPE EDGER 6/SHT 19 OF 51
1.13	CONCRETE EDGER 5/SHT 19 OF 51



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

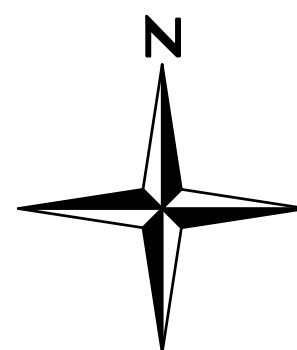
TYPE	PLANT REPLACEMENT WITHIN	
	1 YEAR	2+ YEARS
Tree - Deciduous	Increase the caliper by 1"	Increase caliper by 1.5"
Tree - Coniferous	Increase height by 1.5'	Increase height by 2'
Shrub	Replace with plants of at least 1/2 mature size	Replace with plants of at least 1/2 mature size

NOTES:

- FOR ALL FUTURE PHASES, THE APPLICANT SHALL SUBMIT A REVISED FINAL DEVELOPMENT PLAN FOR THE PHASE FOR WHICH A PERMIT IS REQUESTED, AND SHALL RECEIVE APPROVAL FROM THE TOWN OF FIRESTONE PRIOR TO ISSUANCE OF A BUILDING PERMIT.
- IF TRANSFORMERS, GROUND MOUNTED HVAC EQUIPMENT, UTILITY PEDESTALS, ETC. ARE NOT SHOWN ON THE SITE IMPROVEMENT PLAN, ADDITIONAL LANDSCAPING/SCREENING MAY BE REQUIRED BASED UPON FIELD CONDITIONS DISCOVERED VIA THE SITE INSPECTION BY STAFF, MADE PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY, OR FINAL INSPECTION AS APPLICABLE.

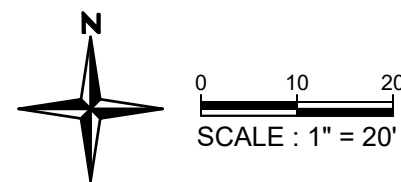


Know what's below.
Call before you dig.



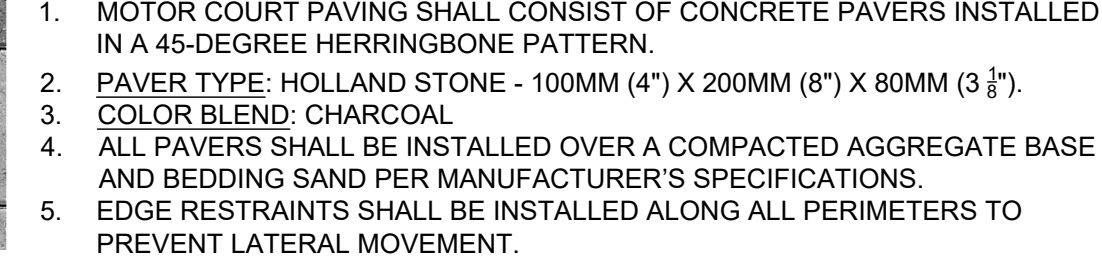
0 15 30 60
SCALE: 1" = 30'

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032



1. BENCHES (MINIMUM OF TWO (2) REQUIRED) - TWO (2) PROVIDED
2. BICYCLE RACKS (MINIMUM TO SERVE FOUR (4) BIKES) - TWO (2) U-RACKS PROVIDED AT TWO (2) BIKES PER RACK
3. DOG PICK-UP STATION - ONE (1) PROVIDED
4. IDENTIFICATION SIGN - ONE (1) PROVIDED
5. INDIVIDUAL SHELTER WITH TWO PICNIC TABLES - PROVIDED
6. IRRIGATION AS APPLICABLE - PROVIDED
7. OPEN TURF AREA (MINIMUM 3,000 SF) - 3,300 SF PROVIDED
8. SIDEWALKS (ADA ACCESSIBLE) - PROVIDED
9. TRASH RECEPTACLES (MINIMUM OF TWO (2) REQUIRED) - TWO (2) PROVIDED
10. PLANT MATERIALS
 - a. FIVE (5) DECIDUOUS TREES - PROVIDED
 - b. THREE (3) ORNAMENTAL TREES - PROVIDED
 - c. TWO (2) EVERGREEN TREES - PROVIDED
 - d. TWENTY (20) SHRUBS - PROVIDED
 - e. TWENTY-FOUR (24) PERENNIALS - PROVIDED
 - f. THREE (3) ORNAMENTAL GRASSES - PROVIDED

1. BBQ GRILL (MINIMUM OF ONE (1) PER EVERY TWO TABLES REQUIRED) - TWO (2) PROVIDED
2. LANDSCAPING (DOUBLE THE 'LIST A' LANDSCAPE REQUIREMENTS - MINIMUM REQUIRED PROVIDED PLUS ADDITIONAL



CODE	QTY	COMMON NAME
<u>DECIDUOUS TREES</u>		
BTH	2	Highland Park Bigtooth Maple
<u>DECIDUOUS SHRUBS</u>		
GLS	4	Gro-Low Fragrant Sumac
MLC	6	Cheyenne Mockorange
<u>ORNAMENTAL GRASSES</u>		
CB2	16	Korean Feather Reed Grass
CK	12	Karl Foerster Feather Reed Grass
<u>PERENNIALS</u>		
CMW	26	Walker's Low Catmint

Redland
WHERE GREAT PLACES BEGIN

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

720.283.6783
REDLAND.COM

[illegible]

BAREFOOT LAKES - FILING 7E
FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032



MINIMUM LANDSCAPE REQUIREMENTS - MULTI-FAMILY DWELLING UNITS ADJUSTED GROSS SITE AREA*: 18.53 AC (806,951 SF)			
CODE SECTION	REQUIREMENT	REQUIRED	PROVIDED
16.6.4.E.5.a	Minimum of fifteen (15) percent of the entire lot with landscaping of live plant materials	121,043 SF	314,615 SF
16.6.4.E.5.b	One (1) tree per 1,000 SF of landscaped area	122	152
16.6.4.E.5.c	One (1) shrub per 150 SF of landscaped area	807	1,807

*ADJUSTED GROSS SITE AREA DOES NOT INCLUDE TRACTS C AND G (NORTH) AND TRACT Q (WEST). REMAINING AREA, LOCATED WITHIN IDENTIFIED "LANDSCAPE LIMITS OF WORK", WAS USED TO CALCULATE MINIMUM LANDSCAPE REQUIREMENTS. IT IS ASSUMED THE (3) THREE TRACTS LISTED ABOVE WILL BE LANDSCAPED BY OTHER.

MINIMUM LANDSCAPE REQUIREMENTS - SINGLE FAMILY DWELLING UNITS				
CODE SECTION	REQUIREMENT	TOTAL (SF)	REQUIRED (SF)	PROVIDED (SF)
16.6.4.E.4.a	Minimum of seventy-five (75) percent of the gross front yard, excluding driveways, landscaped with live plant materials.	67,968	50,976	59,128
16.6.4.E.4.b	Install landscaping within the side and rear yard such that fifty (50) percent of the combined yards is landscaped with live plant material.	85,653	42,827	42,827

LOT TYPICALS LEGEND:

SINGLE FAMILY DETACHED - LOT TYPE A (38 UNITS)

SINGLE FAMILY DETACHED - LOT TYPE B (52 UNITS)

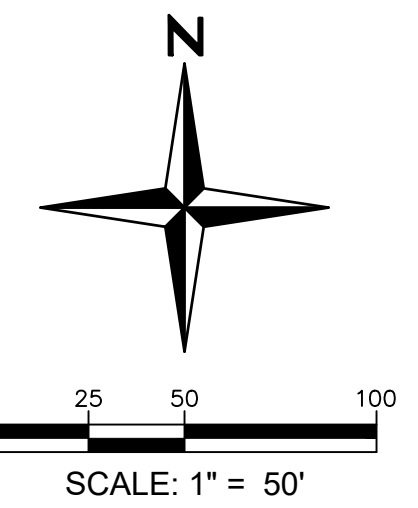
SINGLE FAMILY DETACHED - LOT TYPE C (29 UNITS)

SINGLE FAMILY ATTACHED (TOWNHOME) - LOT TYPE D (32 UNITS)

SINGLE FAMILY ATTACHED (TOWNHOME) - LOT TYPE E (6 UNITS)

SINGLE FAMILY ATTACHED (TOWNHOME) - LOT TYPE F (3 UNITS)

SINGLE FAMILY ATTACHED (TOWNHOME) - LOT TYPE G (39 UNITS)



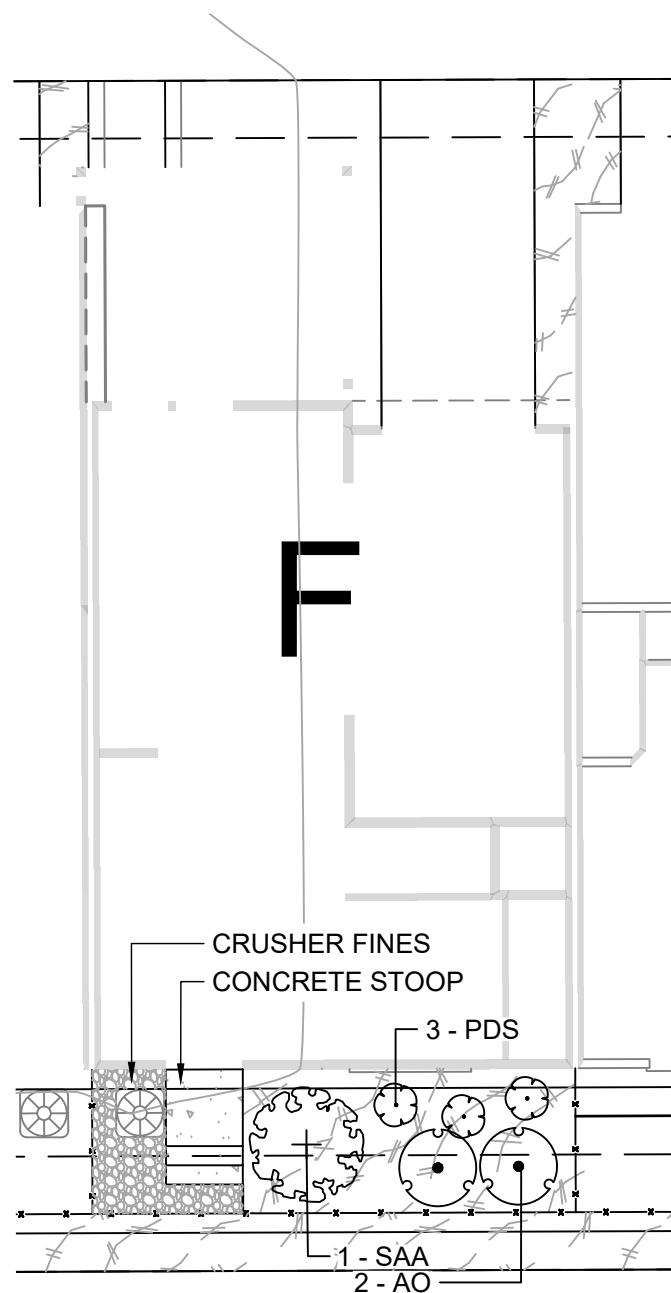
PROJECT NO.	DATE	NO.	NOTES
0807.033	09.19.2024	1	FIRST SUBMITTAL
	07.31.2025	2	SECOND SUBMITTAL
	04.01.2025	3	THIRD SUBMITTAL
	06.09.2025	4	FOURTH SUBMITTAL

U:\950\Projects\2025\09\001 - Barefoot Lakes\Cadd\Sheet Sets\09001.033 BFL Block 12\FDP\LOT TYPICALS FDP.dwg, tab: 17 OF 38 LOT TYPICALS - SFA, Jun 08, 2025 - 5:01pm, tjwens

BAREFOOT LAKES - FILING 7E

FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032

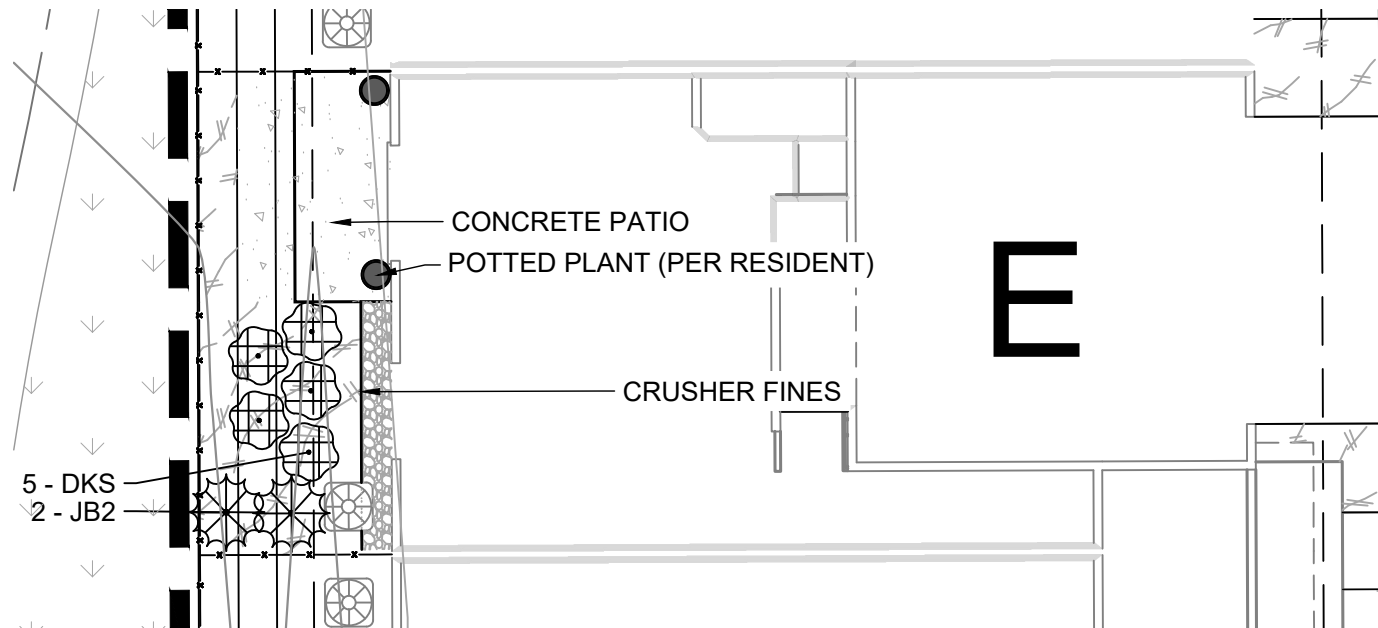


MINIMUM LANDSCAPE REQUIREMENTS - SINGLE FAMILY DWELLING UNITS*				
CODE SECTION	REQUIREMENT	TOTAL (SF)	REQUIRED (SF)	PROVIDED (SF)
16.6.4.E.4.b	Install landscaping within the side and rear yard such that fifty (50) percent of the combined yards is landscaped with live plant material.	195 SF	98 SF	123 SF

*PER THE BAREFOOT PUD DATED 6/21/2024 DESIGN STANDARDS NOTE 7 "SINGLE-FAMILY ATTACHED DWELLING UNITS SHALL FOLLOW THE REQUIREMENTS FOR MULTI-FAMILY FRONT YARD LANDSCAPING, BUT ARE NOT REQUIRED TO A MINIMUM FOR THE REAR YARDS WHEN THE GARAGES ARE AUTO COURT-LOADED".

PLANT SCHEDULE LOT TYPE F

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
DECIDUOUS SHRUBS						
	AO	3	Amelanchier alnifolia 'Obelisk'	Standing Ovation™ Serviceberry	#5	Pot
	PDS	3	Potentilla fruticosa 'Fargo'	Dakota Sunspot Potentilla	#5	Pot
EVERGREEN SHRUBS						
	WBL	1	Juniperus scopulorum 'Wichita Blue'	Wichita Blue Juniper	#5	Pot

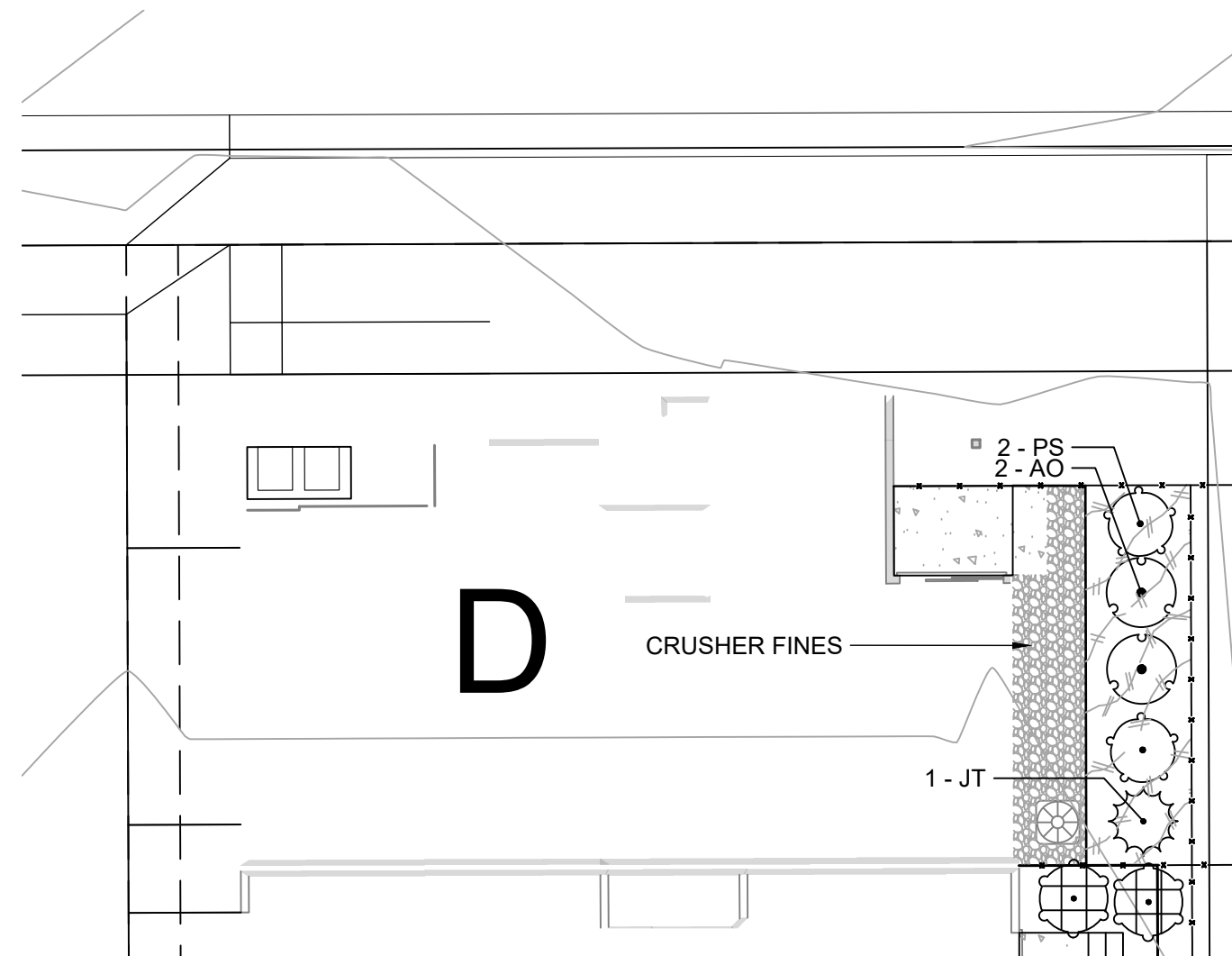


MINIMUM LANDSCAPE REQUIREMENTS - SINGLE FAMILY DWELLING UNITS*				
CODE SECTION	REQUIREMENT	TOTAL (SF)	REQUIRED (SF)	PROVIDED (SF)
16.6.4.E.4.b	Install landscaping within the side and rear yard such that fifty (50) percent of the combined yards is landscaped with live plant material.	258 SF	129 SF	130 SF

*PER THE BAREFOOT PUD DATED 6/21/2024 DESIGN STANDARDS NOTE 7 "SINGLE-FAMILY ATTACHED DWELLING UNITS SHALL FOLLOW THE REQUIREMENTS FOR MULTI-FAMILY FRONT YARD LANDSCAPING, BUT ARE NOT REQUIRED TO A MINIMUM FOR THE REAR YARDS WHEN THE GARAGES ARE AUTO COURT-LOADED".

PLANT SCHEDULE LOT TYPE E

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
DECIDUOUS SHRUBS						
	DKS	5	Caryopteris x clandonensis 'Dark Knight'	Dark Knight Blue Mist Spirea	#5	Pot
EVERGREEN SHRUBS						
	JB2	2	Juniperus scopulorum 'Blue Arrow'	Blue Arrow Juniper	#5	Pot



MINIMUM LANDSCAPE REQUIREMENTS - SINGLE FAMILY DWELLING UNITS*				
CODE SECTION	REQUIREMENT	TOTAL (SF)	REQUIRED (SF)	PROVIDED (SF)
16.6.4.E.4.b	Install landscaping within the side and rear yard such that fifty (50) percent of the combined yards is landscaped with live plant material.	258 SF	129 SF	127 SF

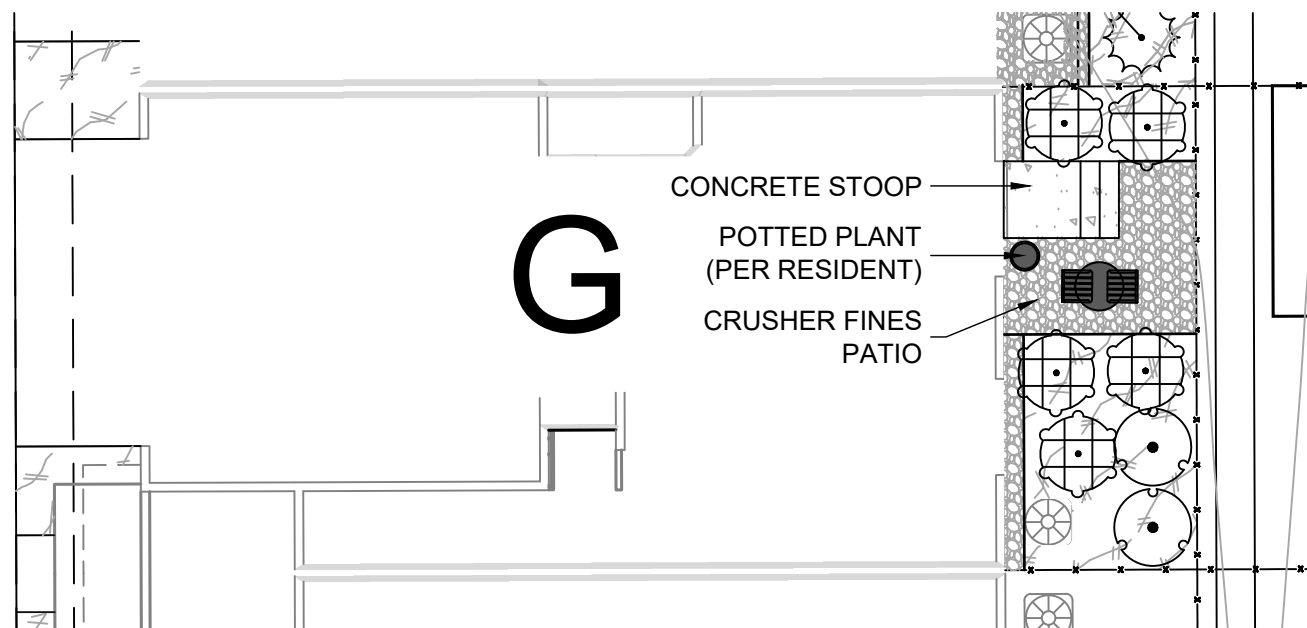
*PER THE BAREFOOT PUD DATED 6/21/2024 DESIGN STANDARDS NOTE 7 "SINGLE-FAMILY ATTACHED DWELLING UNITS SHALL FOLLOW THE REQUIREMENTS FOR MULTI-FAMILY FRONT YARD LANDSCAPING, BUT ARE NOT REQUIRED TO A MINIMUM FOR THE REAR YARDS WHEN THE GARAGES ARE AUTO COURT-LOADED".

PLANT SCHEDULE LOT TYPE D

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
DECIDUOUS SHRUBS						
	AO	2	Amelanchier alnifolia 'Obelisk'	Standing Ovation™ Serviceberry	#5	Pot
	PS	2	Perovskia atriplicifolia 'Little Spire'	Dwarf Russian Sage	#5	Pot
EVERGREEN SHRUBS						
	JT	1	Juniperus virginiana 'Taylor'	Taylor Eastern Redcedar	#5	Pot

4 TOWNHOME - LOT TYPE F

SCALE: 1" = 10'-0"



1 TOWNHOME - LOT TYPE G

SCALE: 1" = 10'-0"

3 TOWNHOME - LOT TYPE E

SCALE: 1" = 10'-0"

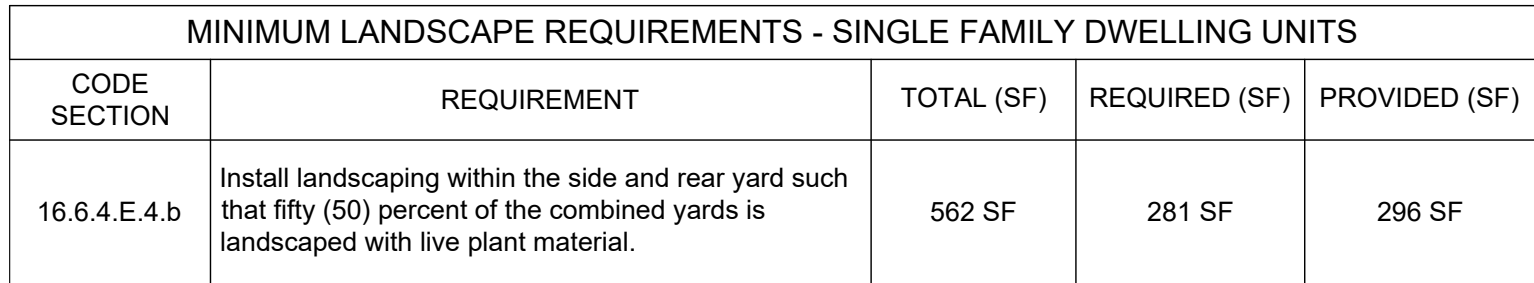
MINIMUM LANDSCAPE REQUIREMENTS - SINGLE FAMILY DWELLING UNITS*				
CODE SECTION	REQUIREMENT	TOTAL (SF)	REQUIRED (SF)	PROVIDED (SF)
16.6.4.E.4.b	Install landscaping within the side and rear yard such that fifty (50) percent of the combined yards is landscaped with live plant material.	252 SF	126 SF	140 SF

*PER THE BAREFOOT PUD DATED 6/21/2024 DESIGN STANDARDS NOTE 7 "SINGLE-FAMILY ATTACHED DWELLING UNITS SHALL FOLLOW THE REQUIREMENTS FOR MULTI-FAMILY FRONT YARD LANDSCAPING, BUT ARE NOT REQUIRED TO A MINIMUM FOR THE REAR YARDS WHEN THE GARAGES ARE AUTO COURT-LOADED".

PLANT SCHEDULE LOT TYPE G

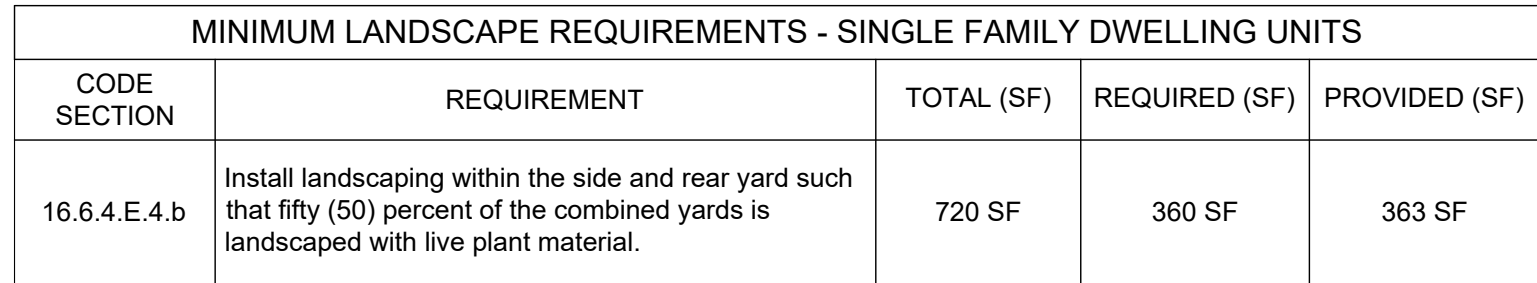
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
DECIDUOUS SHRUBS				
	AO	2	Amelanchier alnifolia 'Obelisk'	Standing Ovation™ Serviceberry
	PBS	5	Prunus besseyi 'Pawnee Buttes'	Pawnee Buttes Sand Cherry

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032



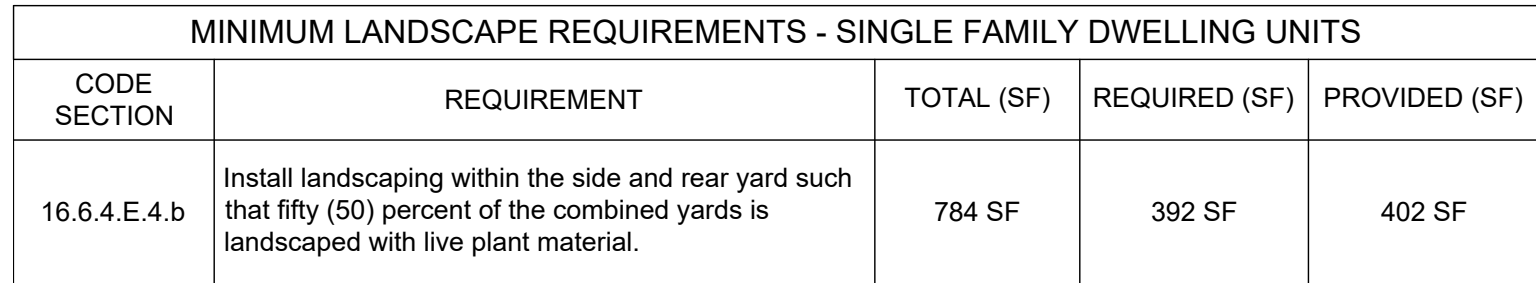
<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONTAINER</u>
<u>DECIDUOUS SHRUBS</u>						
	LEA	4	<i>Amorpha canescens</i>	Leadplant	#5	Pot
	MLC	3	<i>Philadelphus lewisii</i> 'Cheyenne'	Cheyenne Mockorange	#5	Pot
<u>EVERGREEN SHRUBS</u>						
	WBL	4	<i>Juniperus scopulorum</i> 'Wichita Blue'	Wichita Blue Juniper	#5	Pot

SCALE: 1" = 10'-0"



<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONTAINER</u>
<u>DECIDUOUS SHRUBS</u>						
	NAJ	5	Physocarpus opulifolius 'Amber Jubilee'	Amber Jubilee Ninebark	#5	Pot
	RT2	4	Rhus trilobata	Skunkbush Sumac	#5	Pot
<u>EVERGREEN SHRUBS</u>						
	JT	4	Juniperus virginiana 'Taylor'	Taylor Eastern Redcedar	#5	Pot

SCALE: 1" = 10'-0"



<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONTAINER</u>
<u>DECIDUOUS SHRUBS</u>						
	CEC	5	Viburnum opulus 'Compactum'	Compact European Cranberry Bush	#5	Pot
	MLC	4	Philadelphus lewisii 'Cheyenne'	Cheyenne Mockorange	#5	Pot
<u>EVERGREEN SHRUBS</u>						
	WBL	5	Juniperus scopulorum 'Wichita Blue'	Wichita Blue Juniper	#5	Pot

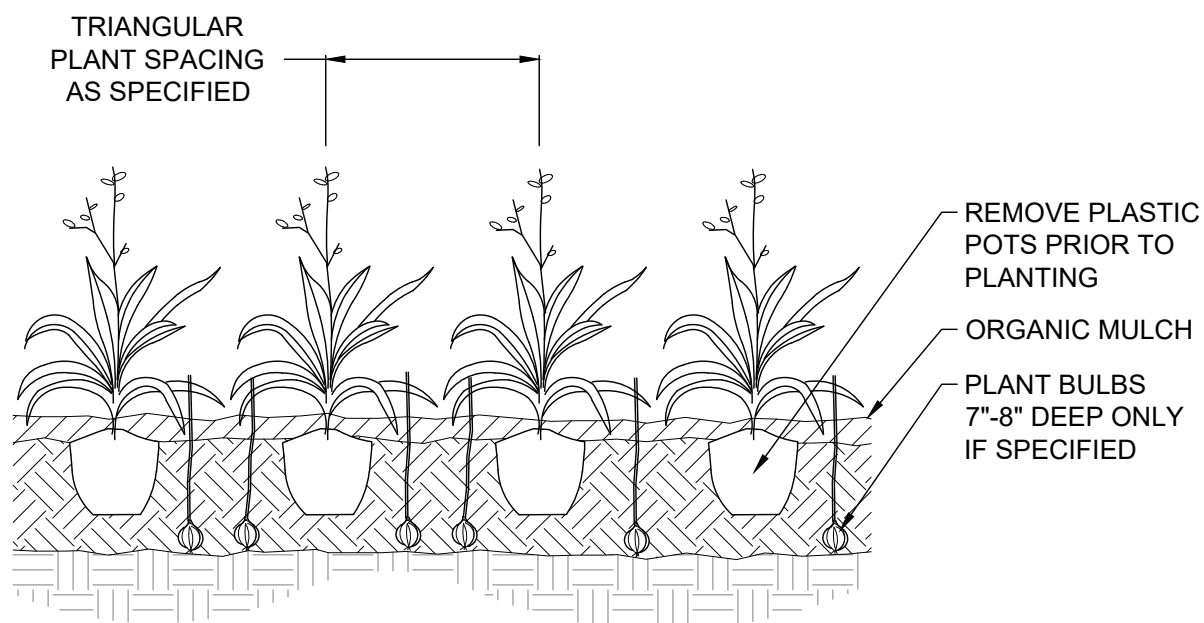
SCALE: 1" = 10'-0"

URS\Projects\2026\09001 - Barefoot Lakes\Cadd\Sheet Sets\09001.033 BFL Block 12\FDPLA DETAILS FDP.dwg tab: 19 OF 38 LANDSCAPE DETAILS Jun 09, 2025 - 5:03 pm jgvens

BAREFOOT LAKES - FILING 7E

FINAL DEVELOPMENT PLAN

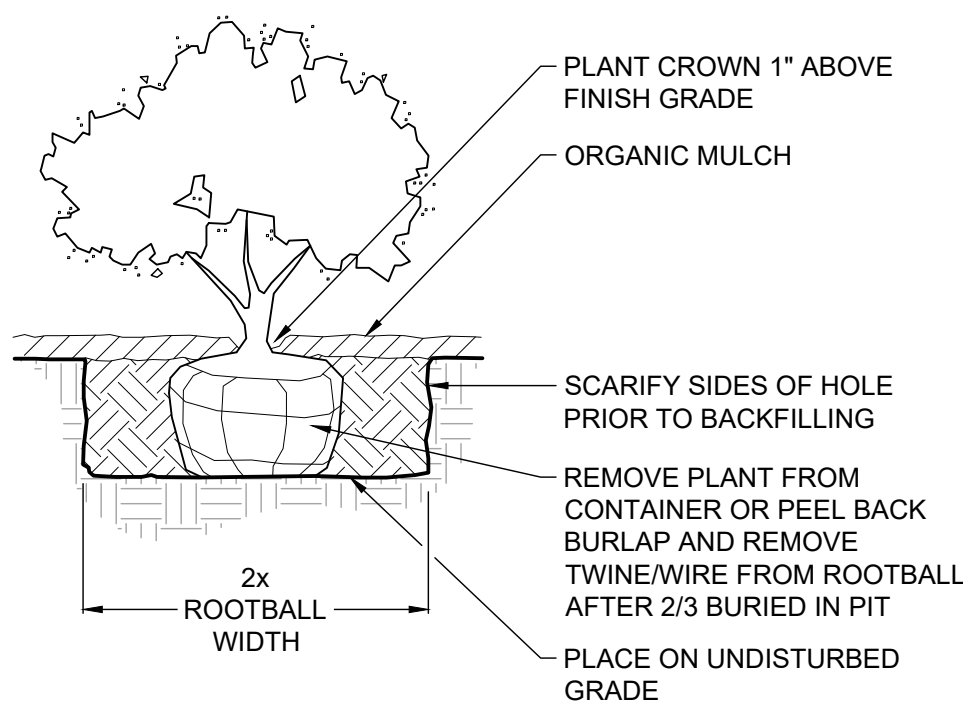
THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032



- 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

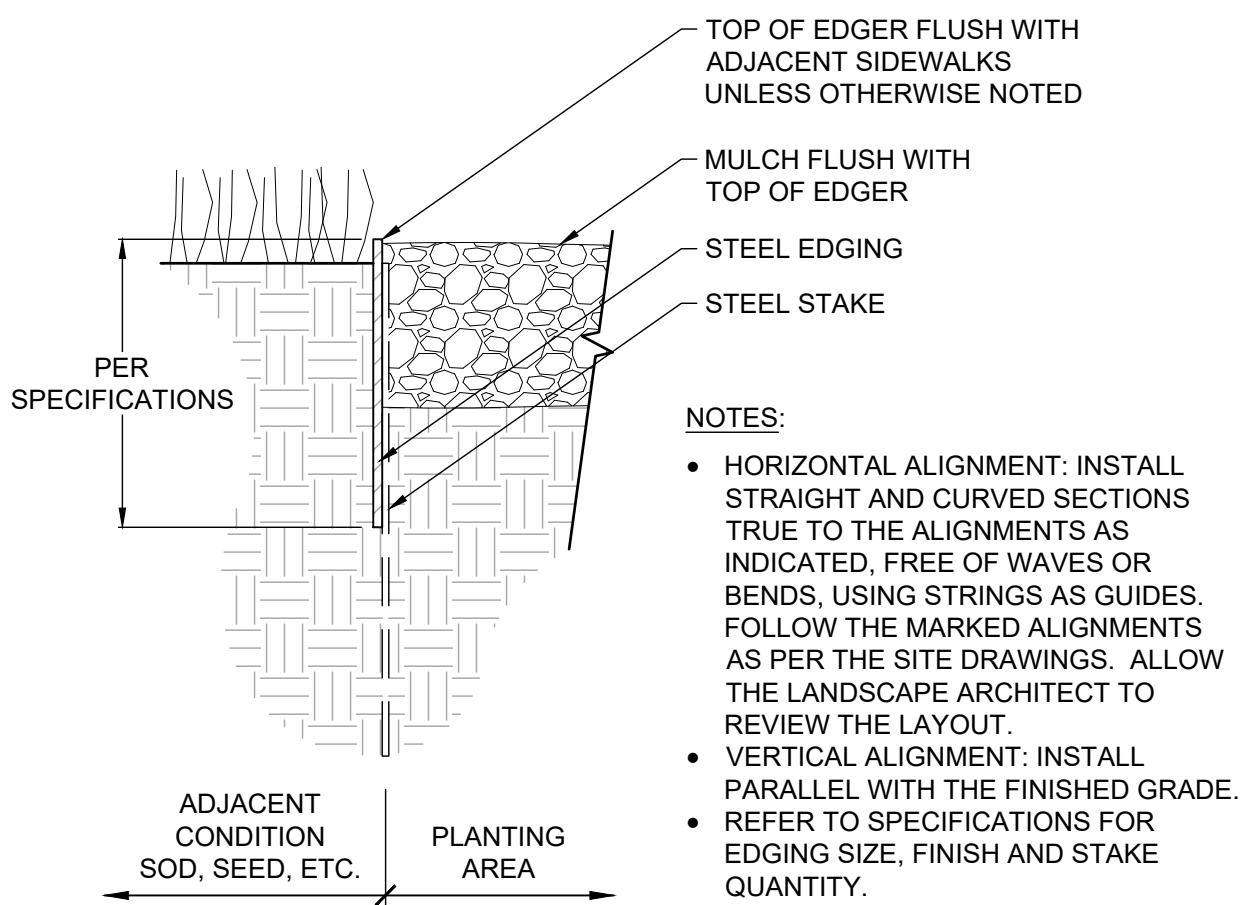
SCALE: NTS



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

2 SHRUB PLANTING

SCALE: NTS



- NOTES:
- HORIZONTAL ALIGNMENT: INSTALL STRAIGHT AND CURVED SECTIONS TRUE TO THE ALIGNMENTS AS INDICATED. FREE OF WAVES OR BENDS. USING STRINGS AS GUIDES. FOLLOW THE MARKED ALIGNMENTS AS PER THE SITE DRAWINGS. ALLOW THE LANDSCAPE ARCHITECT TO REVIEW THE LAYOUT.
 - VERTICAL ALIGNMENT: INSTALL PARALLEL WITH THE FINISHED GRADE.
 - REFER TO SPECIFICATIONS FOR EDGING SIZE, FINISH AND STAKE QUANTITY.

6 LANDSCAPE EDGER

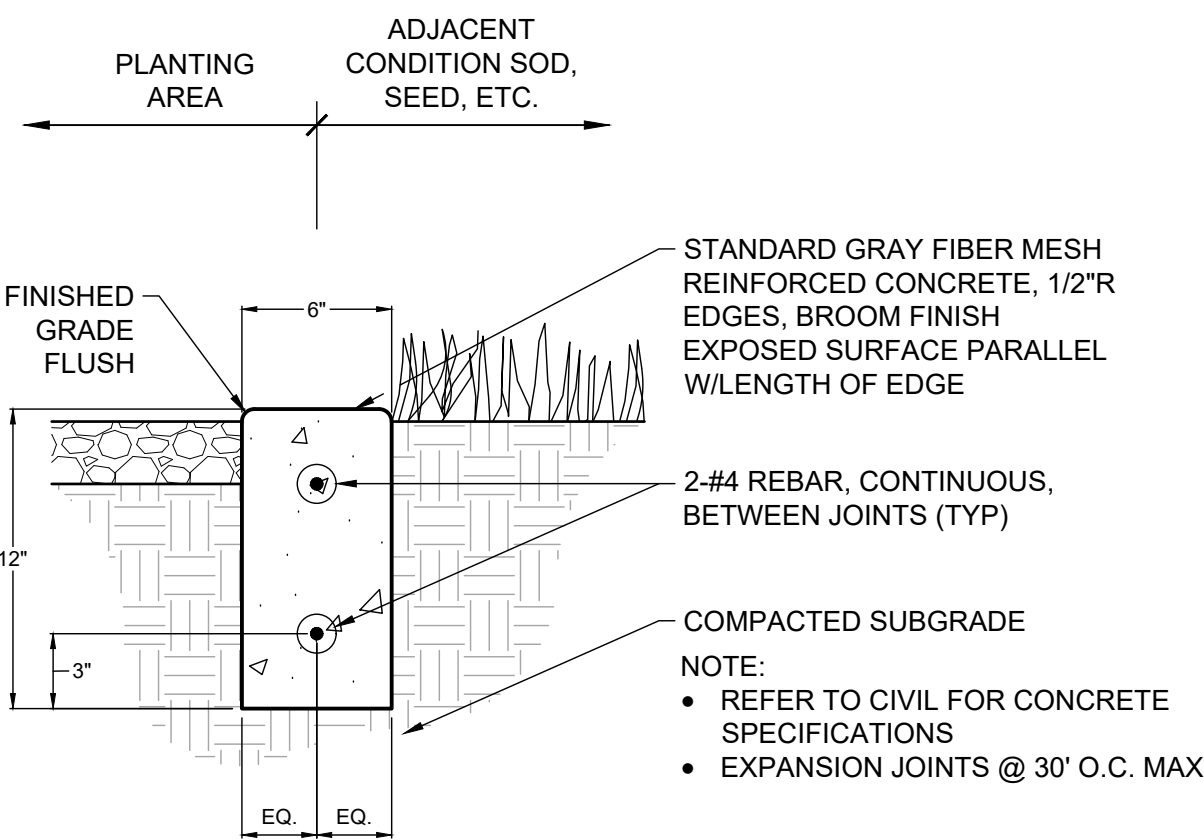
SCALE: 3"=1'-0"

P TRIANGLE	R ROW	AREA PER PLANT SQ. FT.
6"	5 1/4"	.22
8"	7"	.385
10"	8 3/4"	.60
12"	10 3/8"	.87
18"	1'-3 5/8"	1.95
24"	1'-8 3/4"	3.46
30"	2'-2"	5.42
3'	2'-7"	7.80
4'	3'-5 1/2"	13.84
5'	4'-4"	21.65
6'	5'-2 3/8"	31.20

FOR TRIANGULAR SPACING OF SHRUBS, PERENNIALS AND GROUNDCOVERS; SEE PLANT LIST

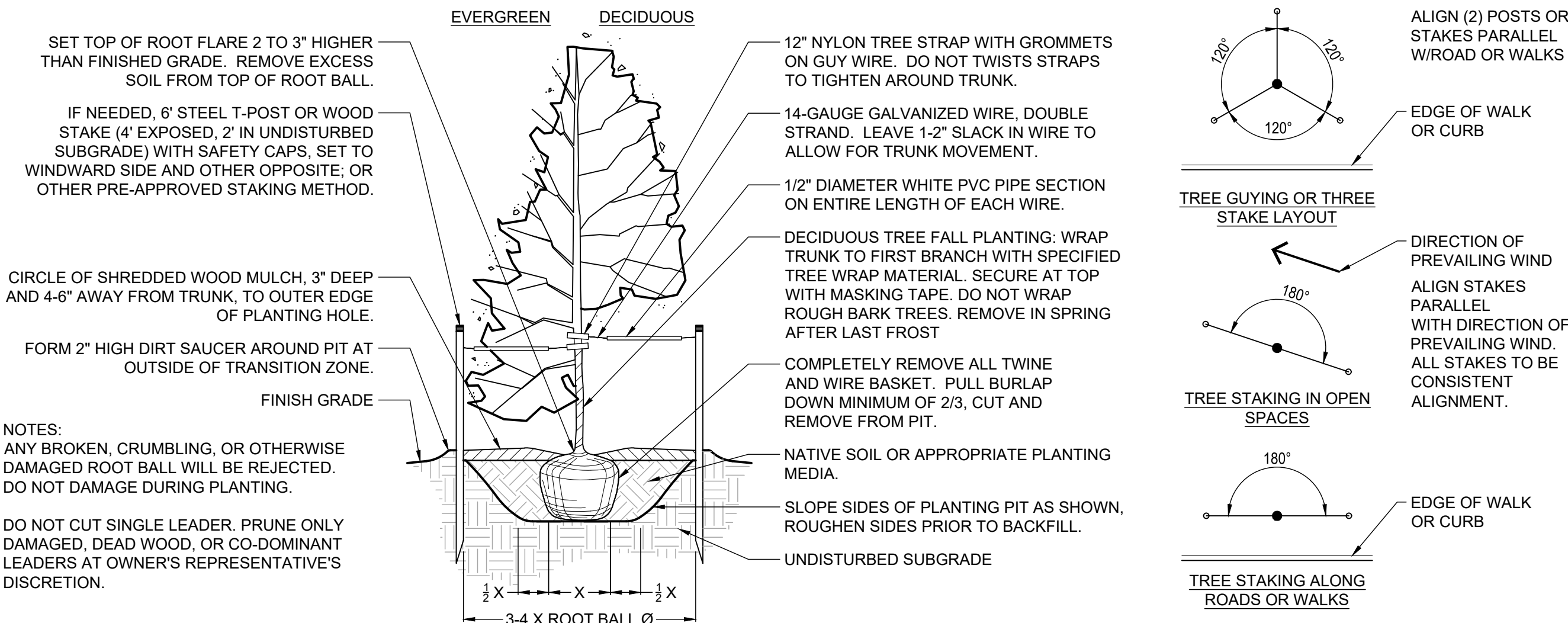
4 PLANT SPACING

SCALE: NTS



5 CONCRETE EDGER

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

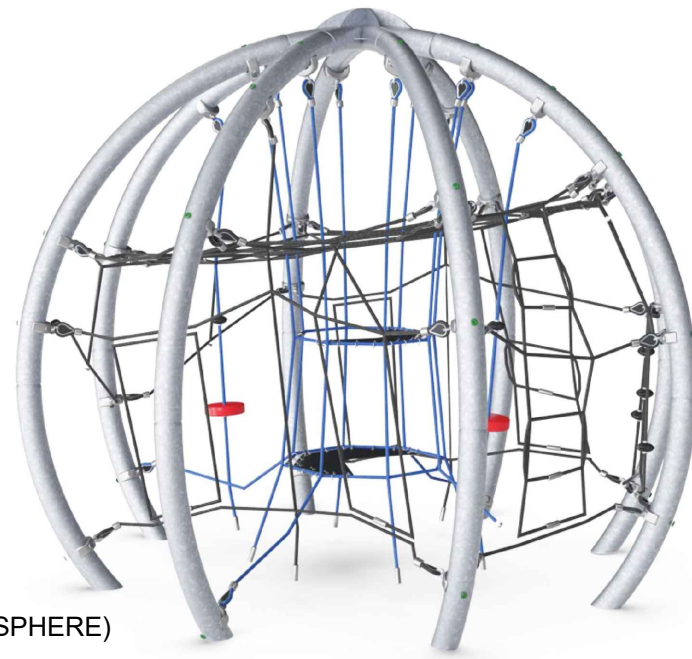


1 TREE PLANTING

SCALE: NTS

BAREFOOT LAKES - FILING 7E
FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032



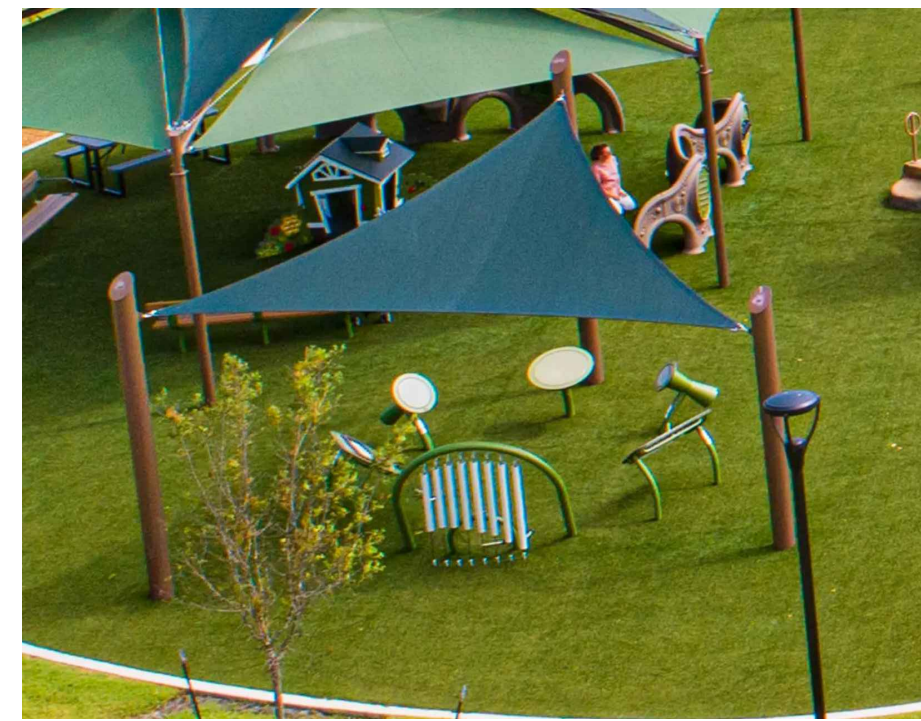
MANUFACTURER: KOMPAN
MODEL: COR881001-0402 (CLIMBING SPHERE)
COLOR: TBD

9 CLIMBING SPHERE
SCALE: NTS



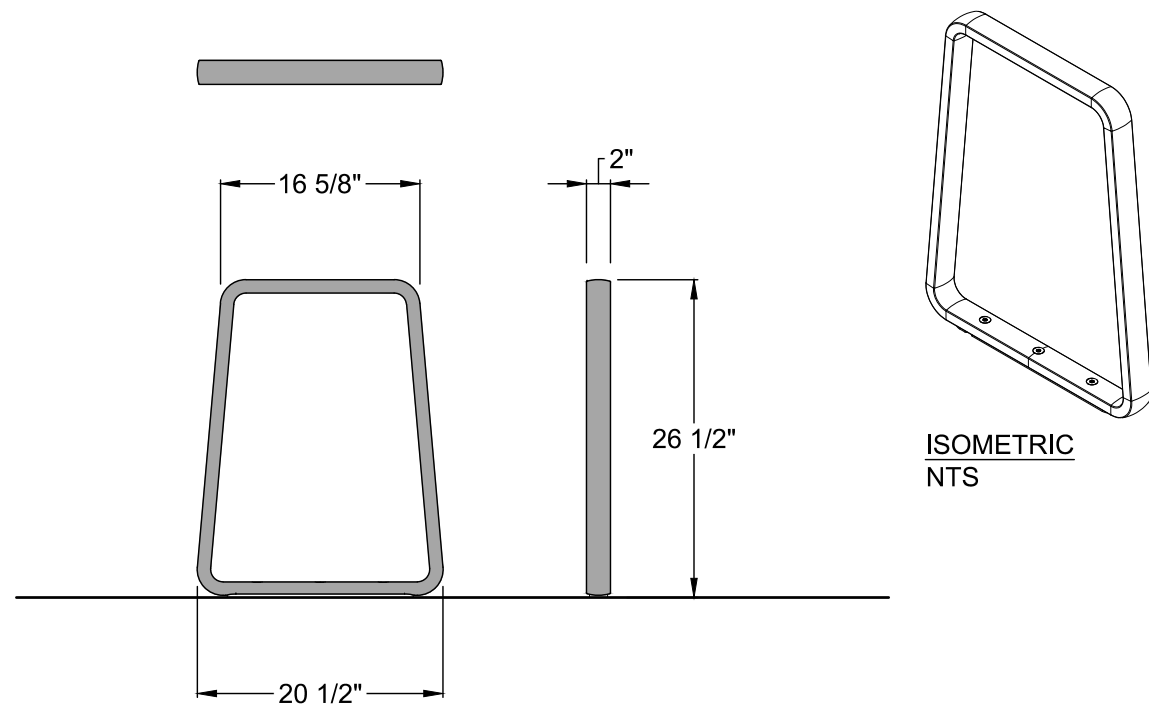
MANUFACTURER: KOMPAN
MODEL: KSW92009-0910 (3 SEAT, 8 FT H, 1 SHELL SEAT)
COLOR: TBD

6 SWING
SCALE: NTS



MANUFACTURER: LANDSCAPE STRUCTURES
MODEL: TRIANGLE SAIL (20'X20')
COLOR: TBD
MANUFACTURER'S REPRESENTATIVE: ROCKY MOUNTAIN RECREATION
CONTACT: ISABEL KEEGAN (303) 783-1452

3 SHADE STRUCTURE
SCALE: NTS



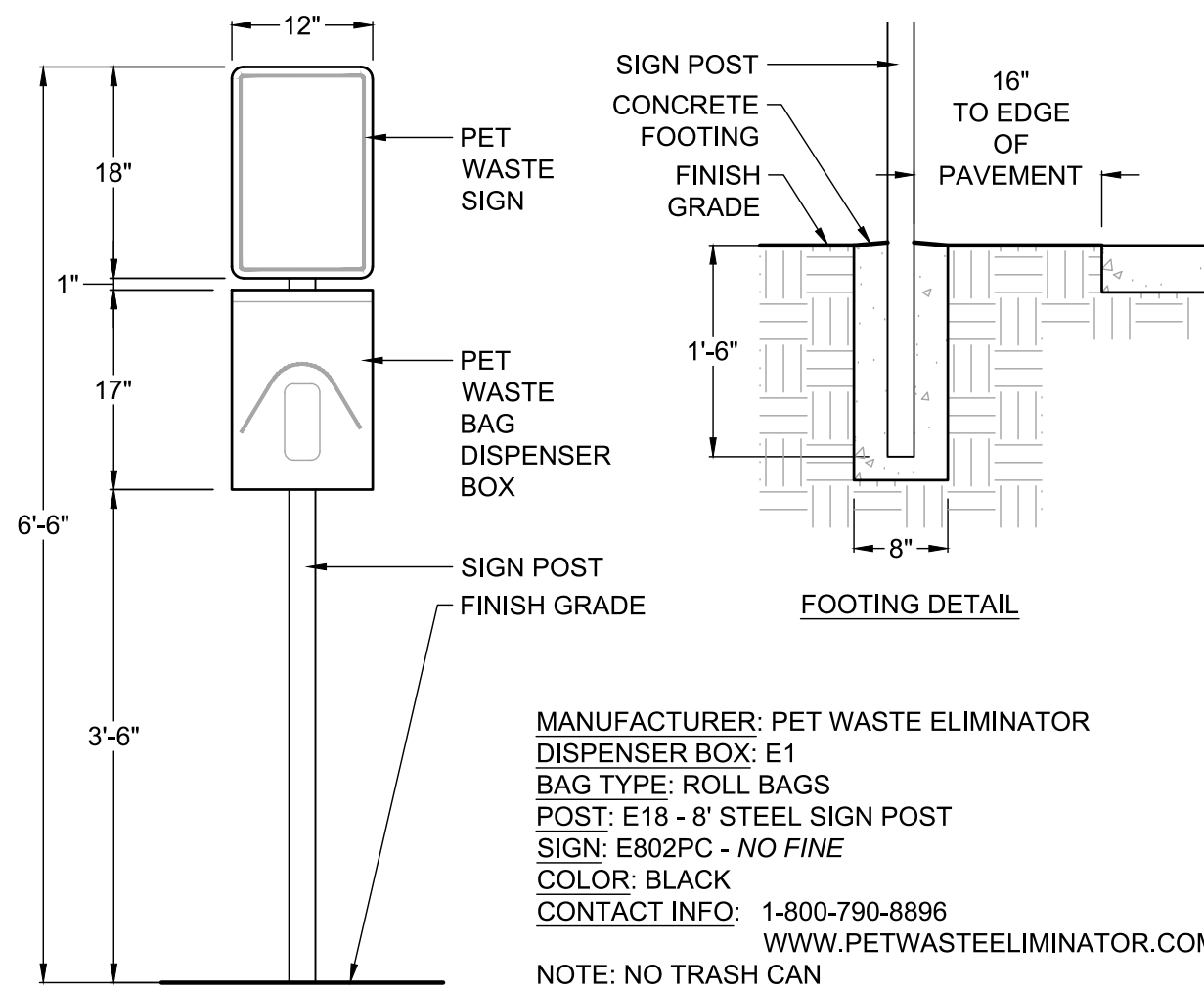
MANUFACTURER: MAGLIN SITE FURNITURE
MODEL: MBE-2300-00001 - ICONIC BIKE RACK, CAST ALUMINUM, 2 BIKES
COLOR: STANDARD POWDERCOAT GLOSS BRONZE 14
CONTACT INFO: 1-800-716-5506 / JACKIE.NIELSEN@MAGLIN.COM / WWW.MAGLIN.COM
SURFACE MOUNT PER MANUFACTURER'S SPECIFICATIONS

10 BIKE RACK
SCALE: 3/4" = 1'-0"

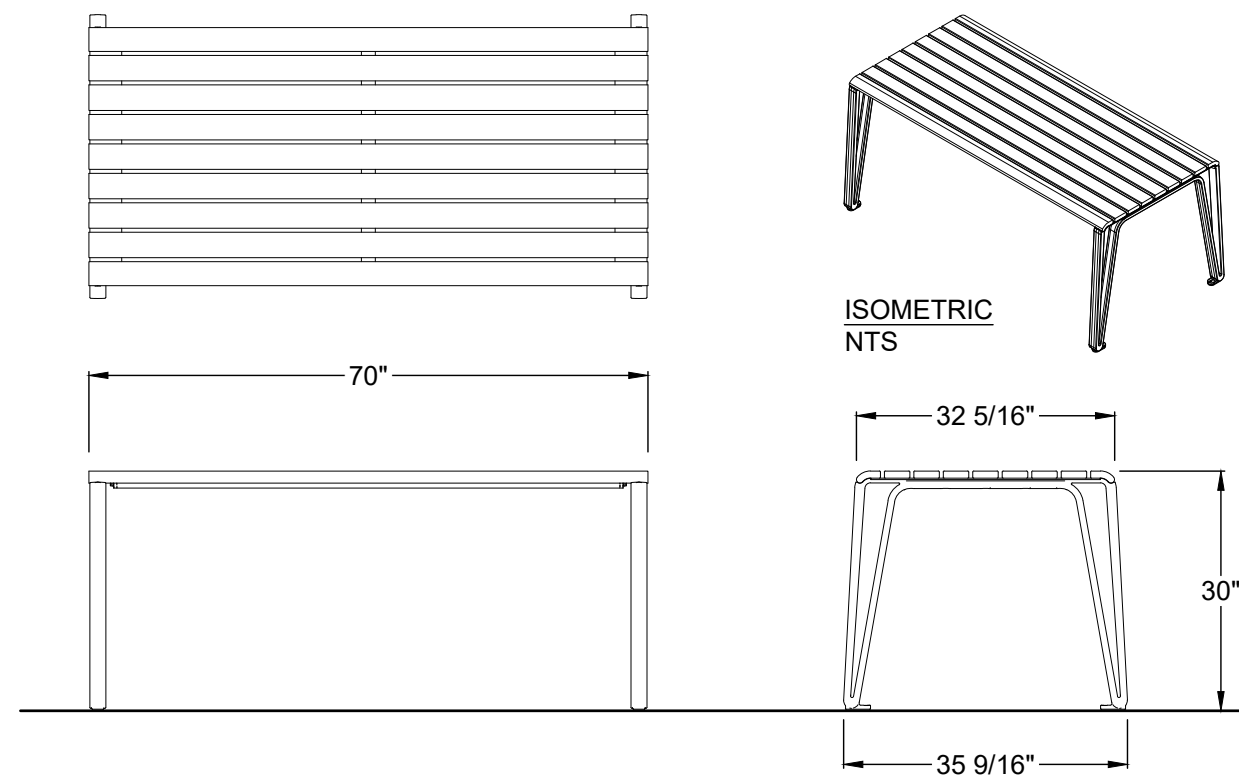


MANUFACTURER: LITTLE TIKES COMMERCIAL
MODEL: COVERED GRILL
COLOR: BLACK
MOUNTING: PER MANUFACTURER SPECIFICATIONS

8 GRILL
SCALE: NTS

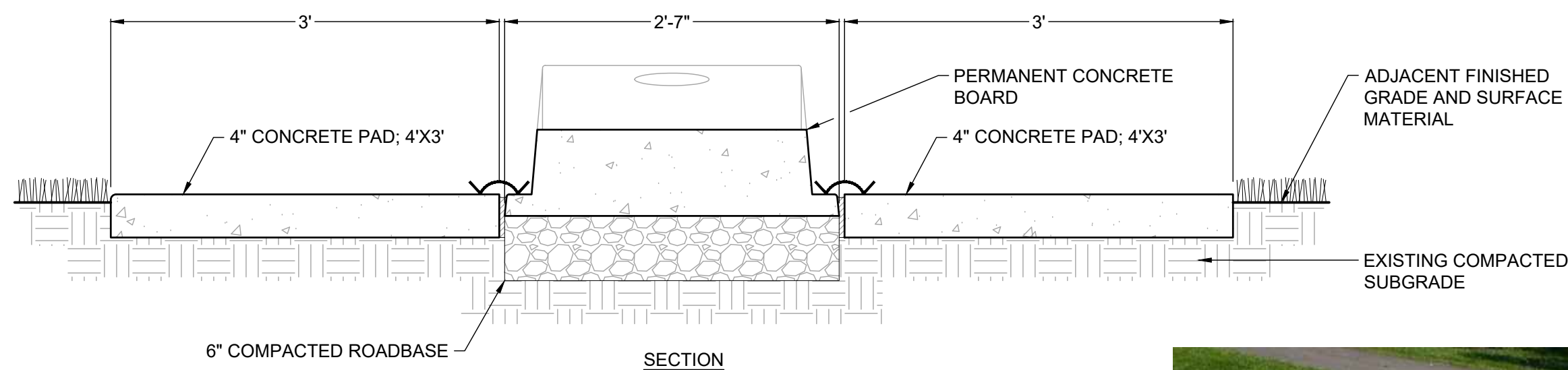


5 DOG WASTE STATION
SCALE: 3/4" = 1'-0"



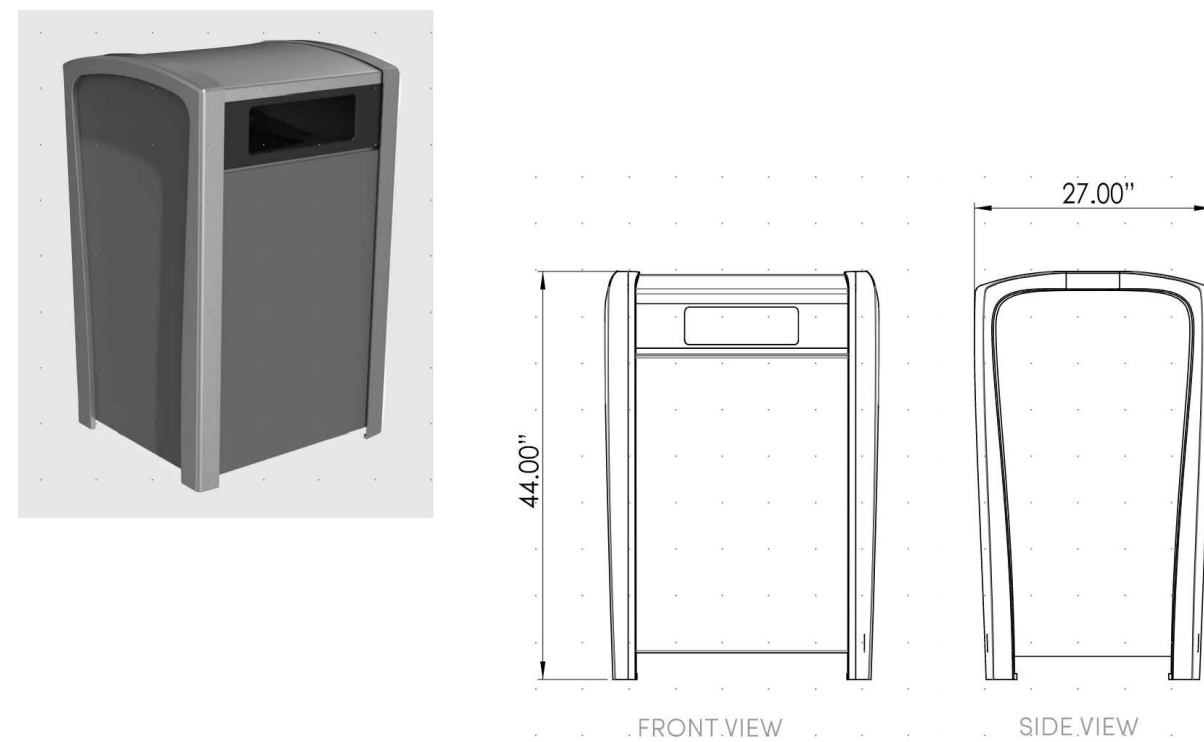
MANUFACTURER: MAGLIN SITE FURNITURE
MODEL: MBE-2300-00004 - ICONIC TABLE, CAST ALUMINUM LEGS, THERMAL ASH WOOD SLATS
COLOR: STANDARD POWDERCOAT GLOSS BRONZE 14
CONTACT INFO: 1-800-716-5506 / JACKIE.NIELSEN@MAGLIN.COM / WWW.MAGLIN.COM
SURFACE MOUNT PER MANUFACTURER'S SPECIFICATIONS

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



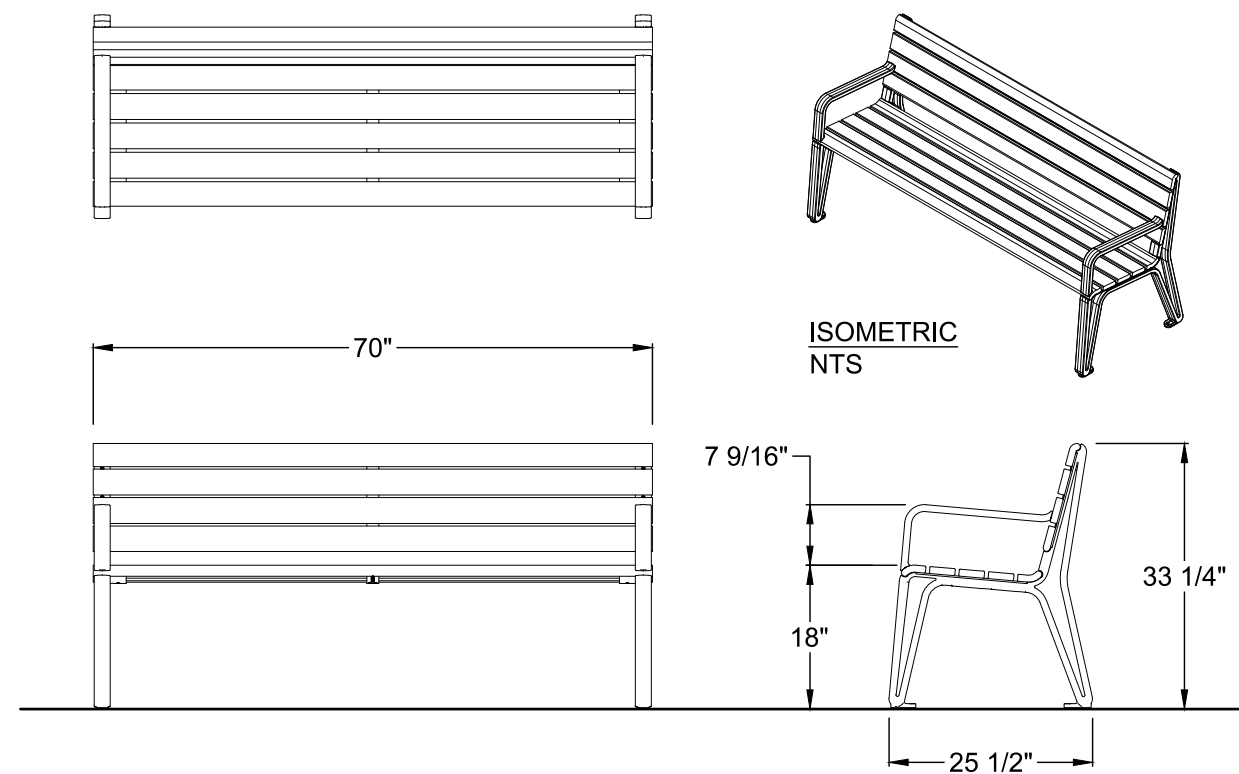
MANUFACTURER: DOTY & SONS CONCRETE PRODUCTS, INC.
MODEL: ALL CONCRETE BAG TOSS GAME (BYOB5531)
COLOR: STANDARD GRAY WITH SEALED (SEMI-GLOSS) PLAY SURFACE FINISH.
CONTACT: MATT ROTRAMEL, (800) 233-3907
EACH SET CONSISTS OF TWO PERMANENT CONCRETE BOARDS.
CONTRACTOR TO REQUEST AMERICAN CORNHOLE ASSOCIATION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

7 CORNHOLE
SCALE: NTS



MANUFACTURER: MAGLIN SITE FURNITURE
MODEL: MTR-1400-00001 - TRASH RECEPTACLE W/NO DECAL
COLOR: FRAME - STANDARD POWDERCOAT GLOSS BRONZE 14
STEEL SIDE PANELS - STANDARD POWDERCOAT GLOSS TITANIUM
CONTACT INFO: 1-800-716-5506 / JACKIE.NIELSEN@MAGLIN.COM / WWW.MAGLIN.COM
SURFACE MOUNT PER MANUFACTURER'S SPECIFICATIONS

4 LITTER RECEPTACLE
SCALE: NTS



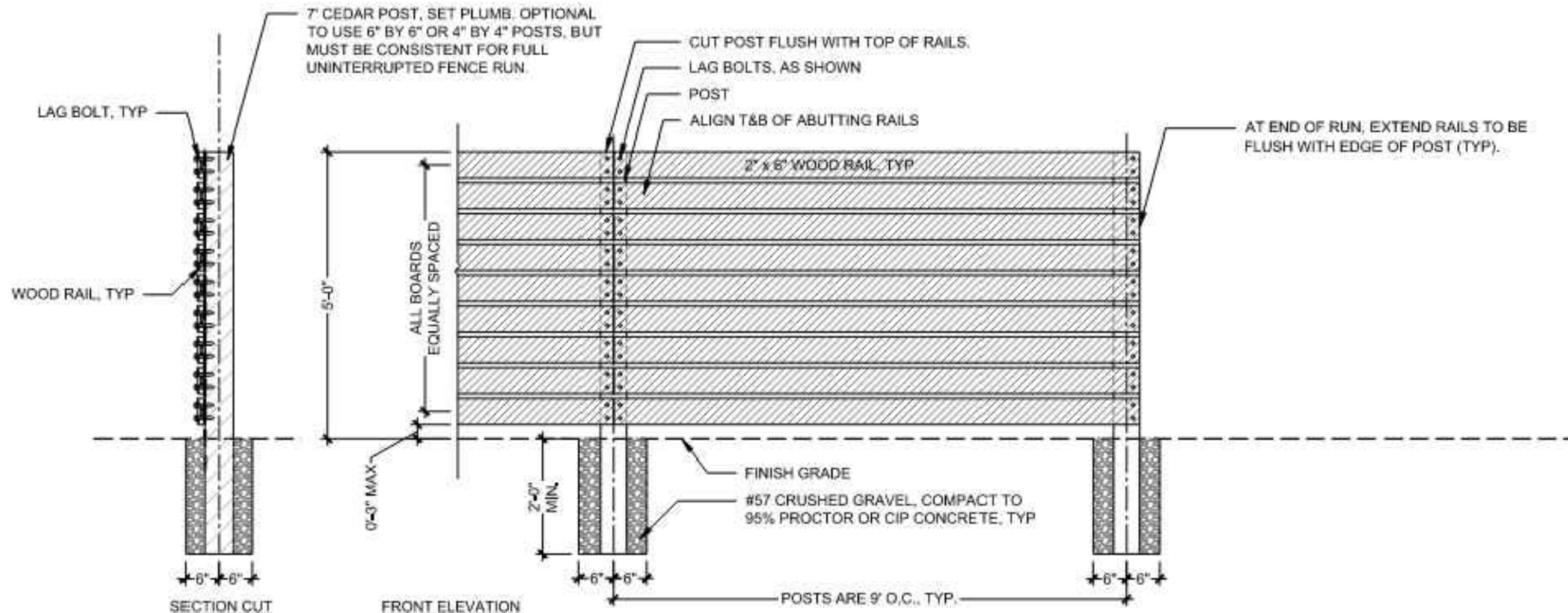
MANUFACTURER: MAGLIN SITE FURNITURE
MODEL: MBE-2300-00055 - ICONIC BENCH, BACKED, 70" LENGTH, CAST ALUMINUM ENDS, THERMAL ASH WOOD SLATS, END ARM
COLOR: STANDARD POWDERCOAT GLOSS BRONZE 14
CONTACT INFO: 1-800-716-5506 / JACKIE.NIELSEN@MAGLIN.COM / WWW.MAGLIN.COM
SURFACE MOUNT PER MANUFACTURER'S SPECIFICATIONS

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

BAREFOOT LAKES - FILING 7E

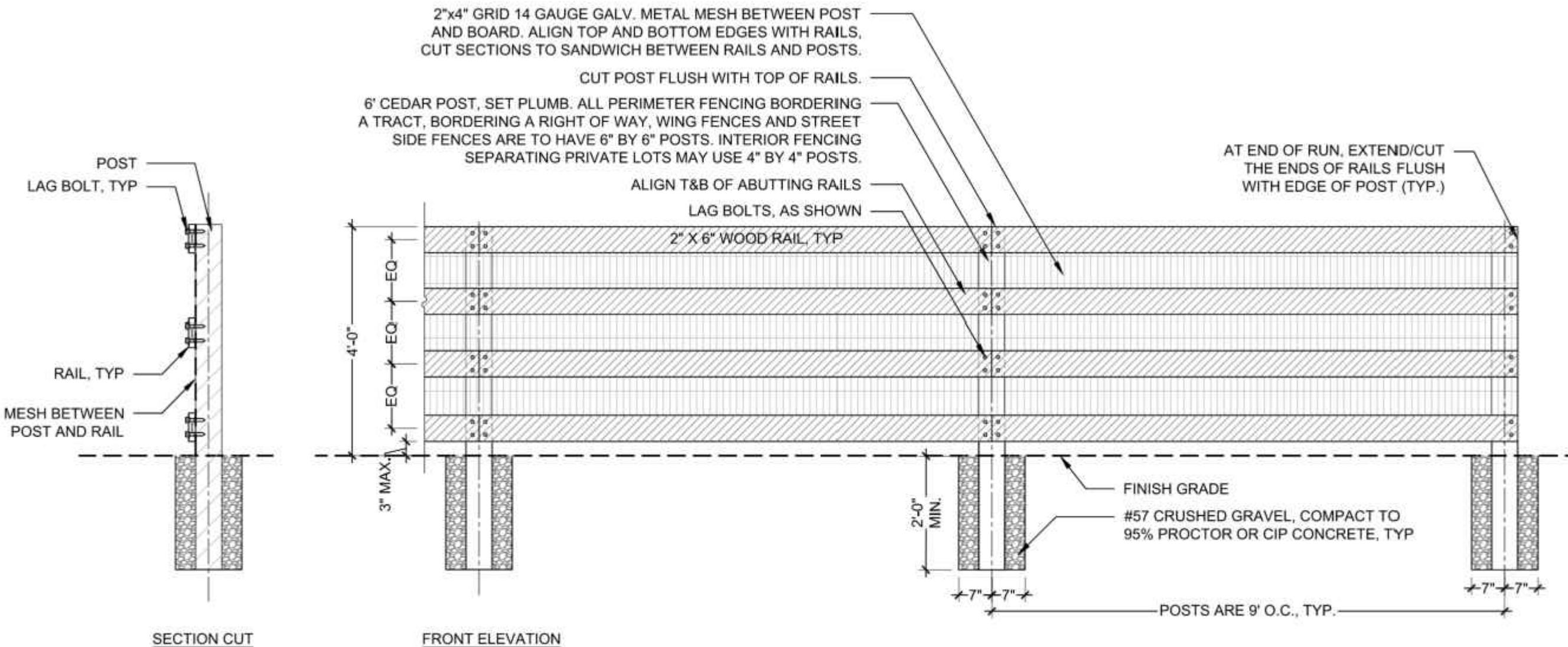
FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032



2 TALL SOLID PRIVACY STYLE FENCE
SCALE: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"

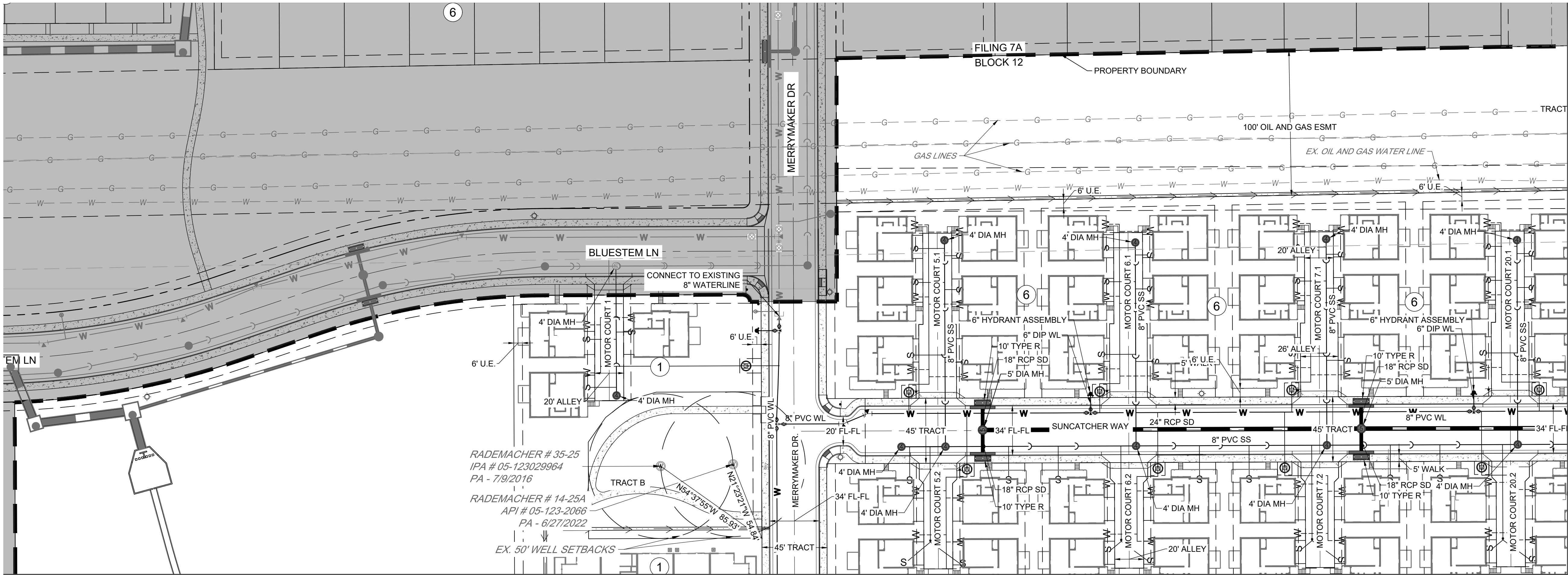
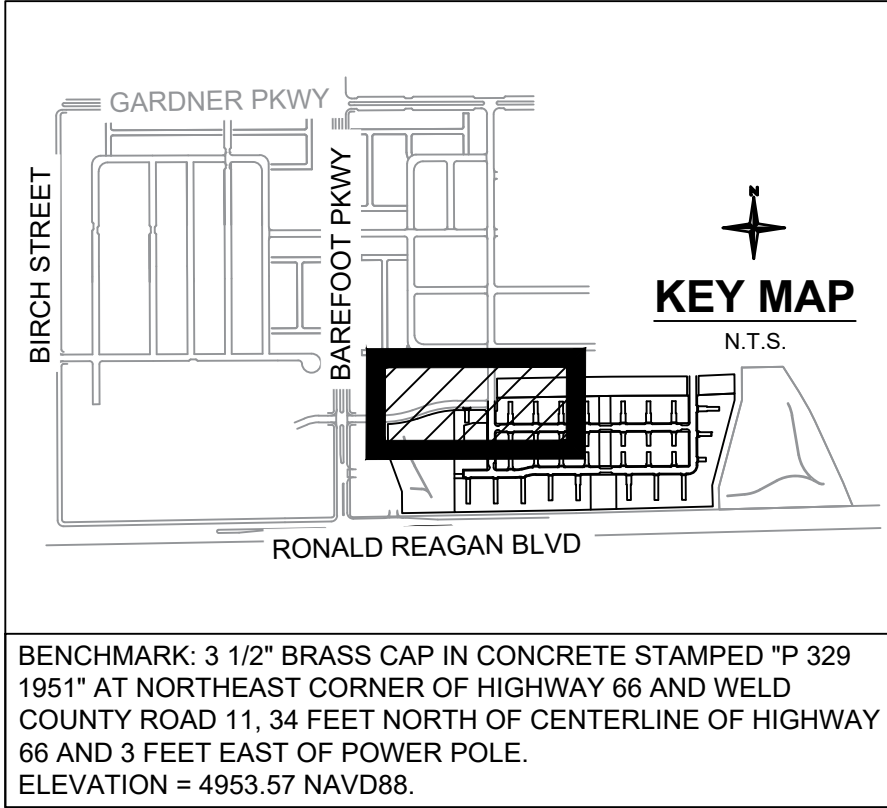


1 SHORT OPEN STYLE FENCE

SCALE: 1/4" = 1'-0"

BAREFOOT LAKES - FILING 7E
FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032



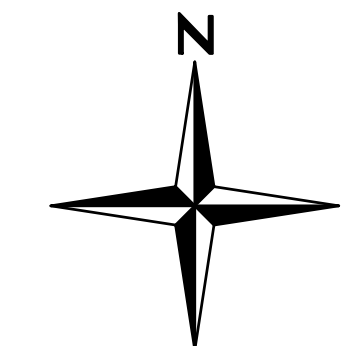
- LEGEND
- PROPOSED PROPERTY LINE
 - PROPOSED EASEMENT
 - PROPOSED SANITARY SEWER
 - PROPOSED WATER
 - EXISTING SANITARY SEWER
 - EXISTING WATER
 - EXISTING STORM SEWER
 - PROPOSED STORM SEWER
 - EXISTING GAS LINE
 - WATER METER
 - LOT NUMBER
 - SANITARY SEWER SERVICE
 - 1" WATER SERVICE
 - 3" WATER SERVICE

MATCHLINE SEE SHEET - 23 OF 51.

MATCHLINE SEE SHEET - 22 OF 51.



Know what's below.
Call before you dig.

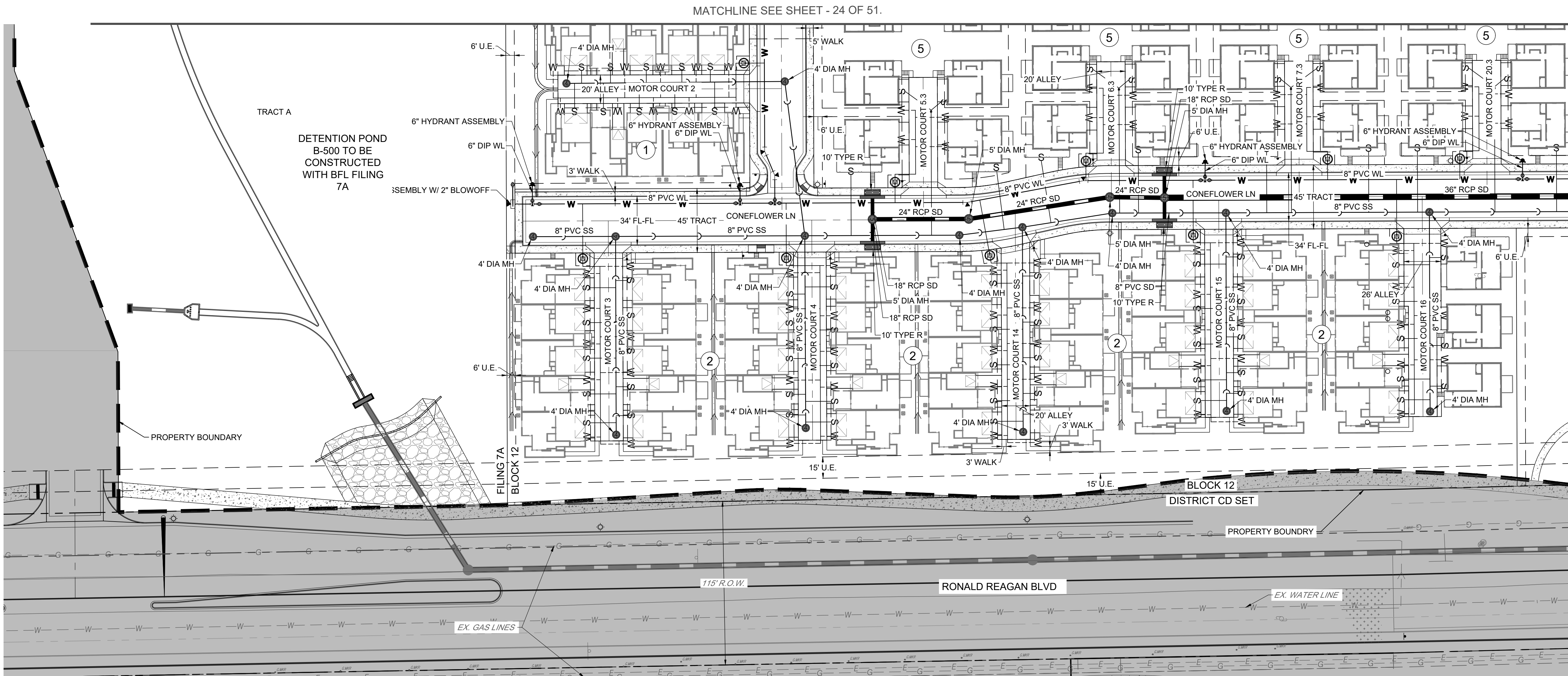
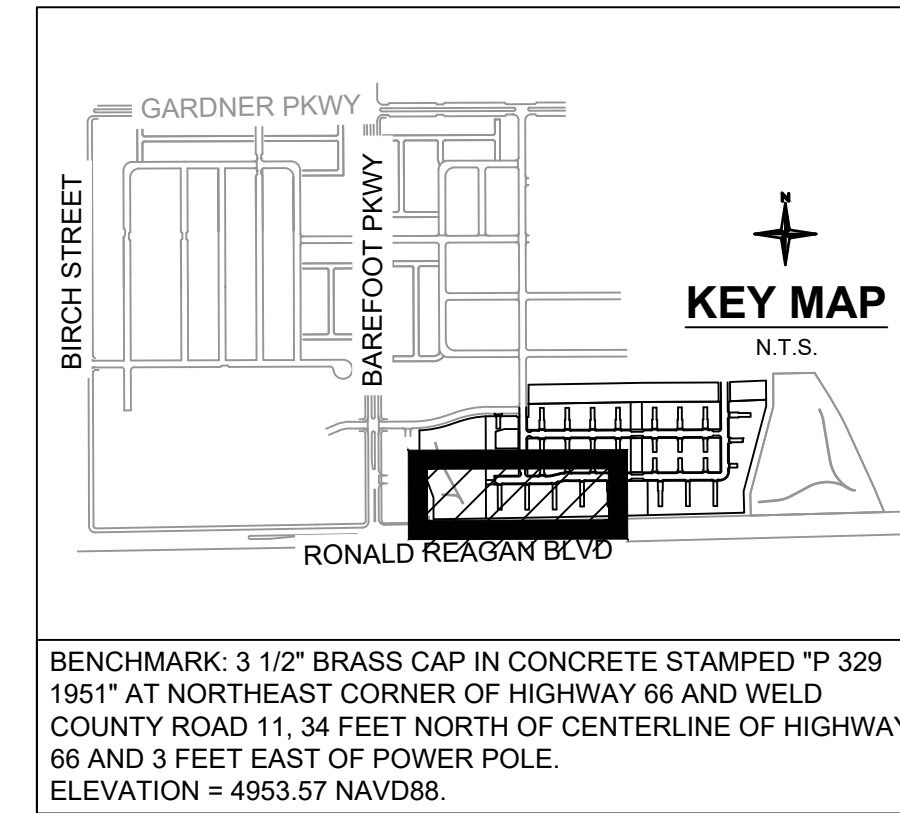


0 20 40 80
SCALE: 1" = 40'

BAREFOOT LAKES - FILING 7E

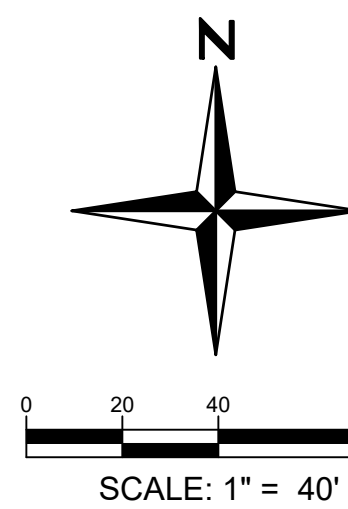
FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032



- LEGEND**
- PROPOSED PROPERTY LINE
 - PROPOSED EASEMENT
 - PROPOSED SANITARY SEWER
 - PROPOSED WATER
 - EXISTING SANITARY SEWER
 - EXISTING WATER
 - EXISTING STORM SEWER
 - PROPOSED STORM SEWER
 - EXISTING GAS LINE
 - WATER METER
 - LOT NUMBER
 - SANITARY SEWER SERVICE
 - 1" WATER SERVICE
 - 3" WATER SERVICE

MATCHLINE SEE SHEET - 25 OF 51.



Redland
WHERE GREAT PLACES BEGIN

720.283.6783
REDLAND.COM

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

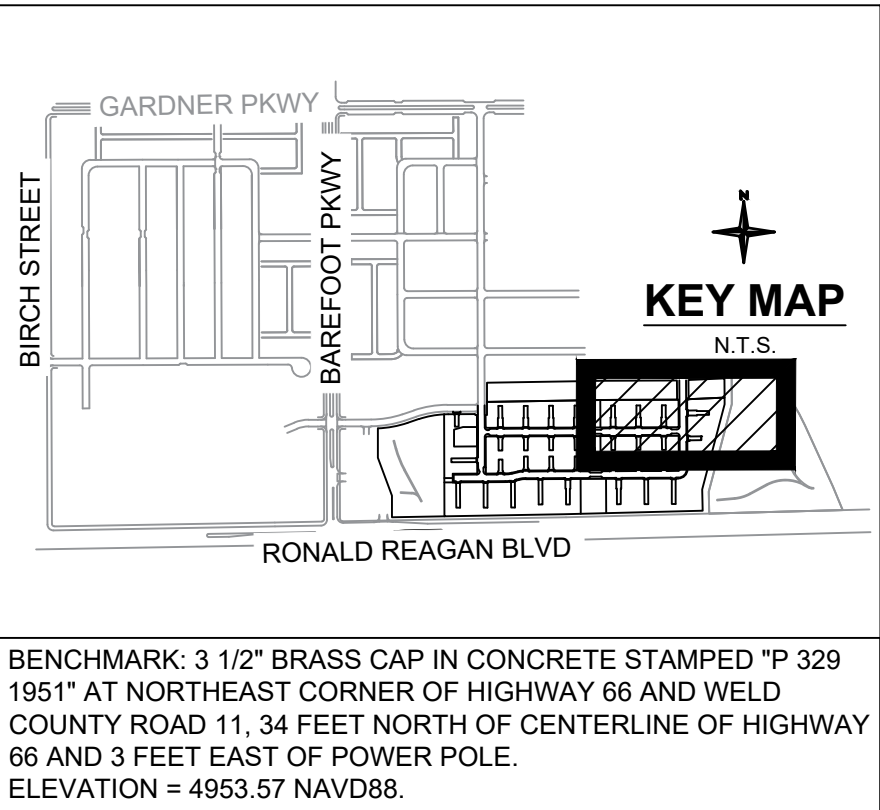
PROJECT NO.		DATE		NO.		NOTES	
0801.033	1	09/13/2024	FIRST SUBMITTAL	1			
	2	01/11/2025	SECOND SUBMITTAL	2			
	3	04/01/2025	THIRD SUBMITTAL	3			
	4	06/09/2025	FOURTH SUBMITTAL	4			

BAREFOOT LAKES
FILING 7E
FINAL DEVELOPMENT PLAN
OVERALL UTILITY PLAN

SHEET
23 OF 51

BAREFOOT LAKES - FILING 7E
FINAL DEVELOPMENT PLAN

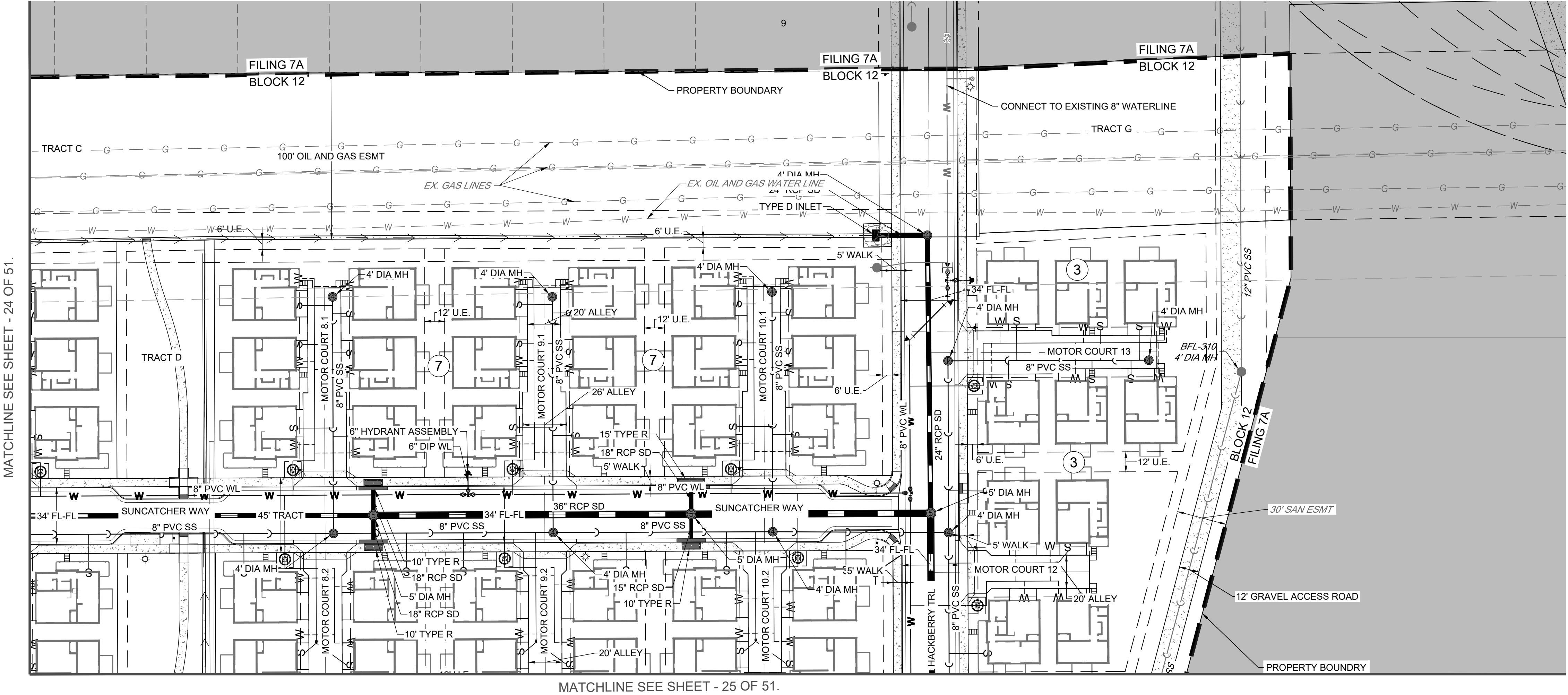
THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032



Redland
WHERE GREAT PLACES BEGIN

720.283.6783
REDLAND.COM

Land Planning
Civil Engineering
Landscape Architecture
Construction Management



- LEGEND**
- PROPOSED PROPERTY LINE
 - PROPOSED EASEMENT
 - PROPOSED SANITARY SEWER
 - PROPOSED WATER
 - EXISTING SANITARY SEWER
 - EXISTING WATER
 - EXISTING STORM SEWER
 - PROPOSED STORM SEWER
 - EXISTING GAS LINE
 - WATER METER
 - LOT NUMBER
 - SANITARY SEWER SERVICE
 - 1" WATER SERVICE
 - 3/4" WATER SERVICE

PROJECT NO. 08011033		NOTES	
DATE	NO.	DATE	NO.
09/13/2024	1	FIRST SUBMITTAL	
01/11/2025	2	SECOND SUBMITTAL	
04/01/2025	3	THIRD SUBMITTAL	
06/09/2025	4	FOURTH SUBMITTAL	

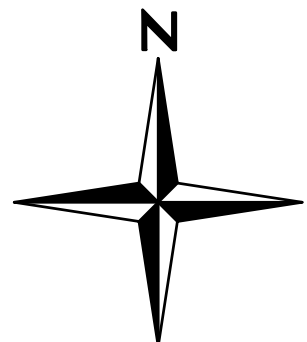
BAREFOOT LAKES
FILING 7E
FINAL DEVELOPMENT PLAN
OVERALL UTILITY PLAN

SHEET

24 OF 51



Know what's below.
Call before you dig.

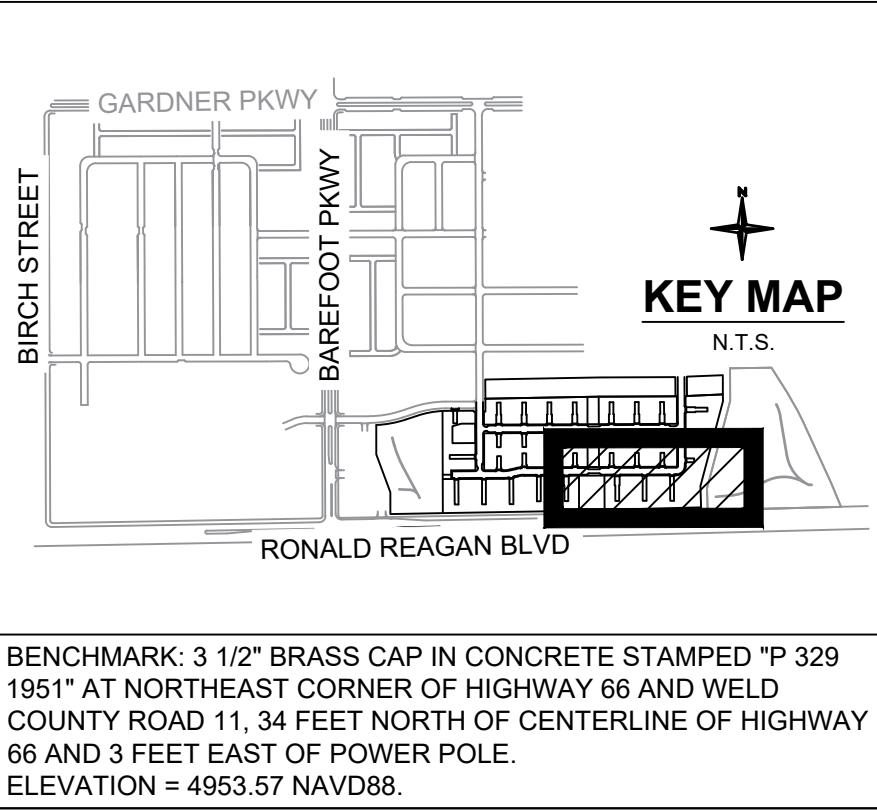
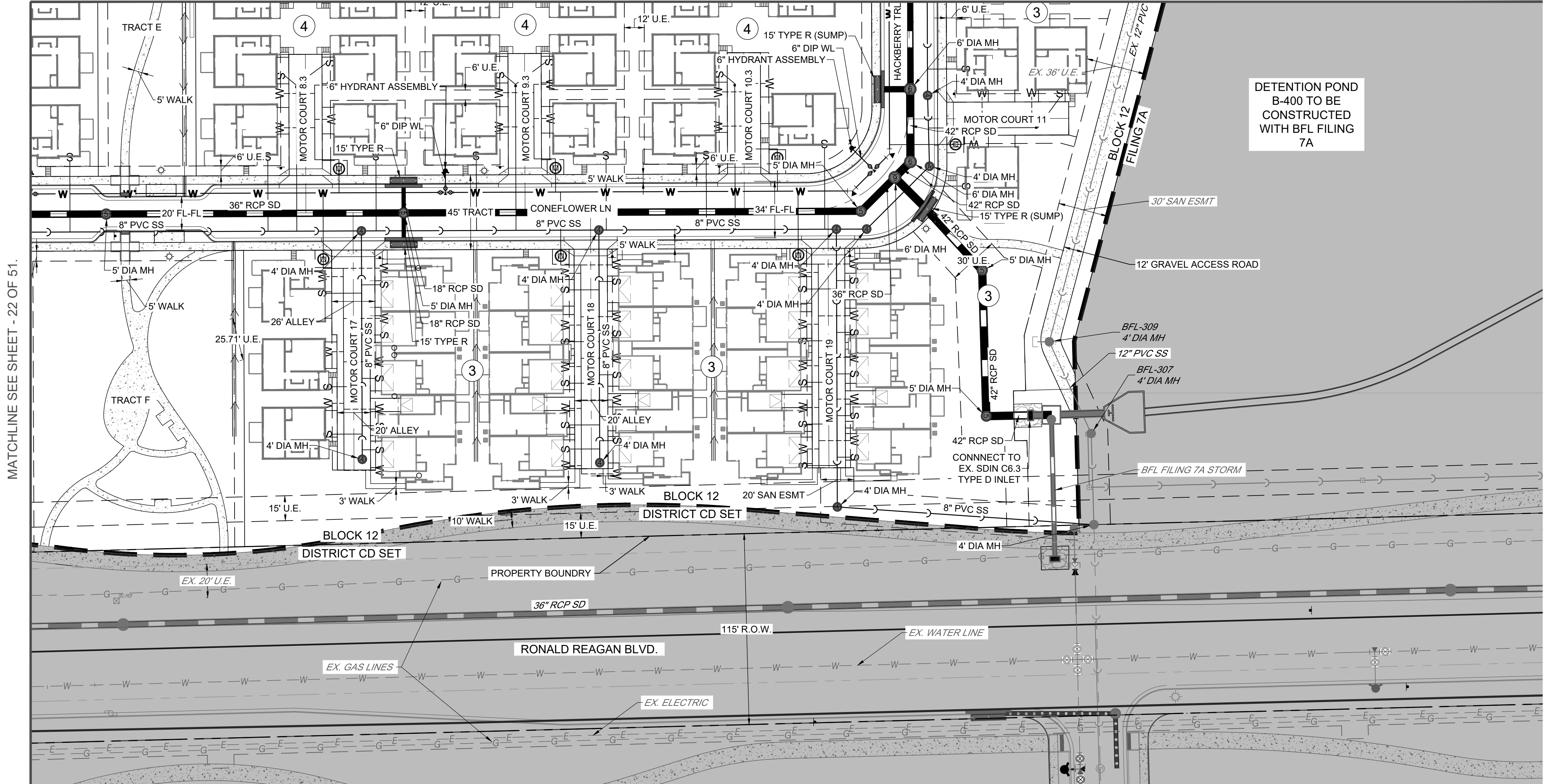


0 20 40 80
SCALE: 1" = 40'

BAREFOOT LAKES - FILING 7E
FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032

MATCHLINE SEE SHEET - 23 OF 51.



- LEGEND**
- PROPOSED PROPERTY LINE
 - PROPOSED EASEMENT
 - PROPOSED SANITARY SEWER
 - PROPOSED WATER
 - EXISTING SANITARY SEWER
 - EXISTING WATER
 - EXISTING STORM SEWER
 - PROPOSED STORM SEWER
 - EXISTING GAS LINE
 - WATER METER
 - LOT NUMBER
 - SANITARY SEWER SERVICE
 - 1" WATER SERVICE
 - 3/4" WATER SERVICE

Redland
WHERE GREAT PLACES BEGIN

720.283.6783
REDLAND.COM

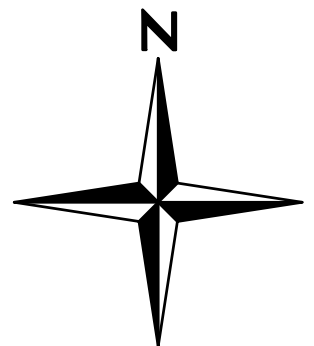
Land Planning
Civil Engineering
Landscape Architecture
Construction Management

PROJECT NO.	DATE	NO.	NOTES
08011033	09/13/2024	1	FIRST SUBMITTAL
	01/13/2025	2	SECOND SUBMITTAL
	04/01/2025	3	THIRD SUBMITTAL
	06/09/2025	4	FOURTH SUBMITTAL

BAREFOOT LAKES
FILING 7E
FINAL DEVELOPMENT PLAN
OVERALL UTILITY PLAN



Know what's below.
Call before you dig.



0 20 40 80
SCALE: 1" = 40'

BAREFOOT LAKES - FILING 7E
FINAL DEVELOPMENT PLAN

THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032

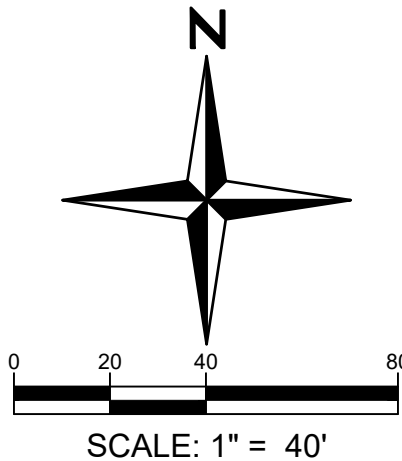
KEY MAP
N.T.S.

BENCHMARK: 3 1/2" BRASS CAP IN CONCRETE STAMPED "P 329 1951" AT NORTHEAST CORNER OF HIGHWAY 66 AND WELD COUNTY ROAD 11, 34 FEET NORTH OF CENTERLINE OF HIGHWAY 66 AND 3 FEET EAST OF POWER POLE. ELEVATION = 4953.57 NAVD88.

- DRAINAGE LEGEND
- 5281 --- EXISTING MINOR CONTOUR
 - 5280 --- EXISTING MAJOR CONTOUR
 - 5281 --- PROPOSED MINOR CONTOUR
 - 5280 --- PROPOSED MAJOR CONTOUR
 - --- PROPERTY BOUNDARY



MATCHLINE SEE SHEET - 26
OF 51.



Redland
WHERE GREAT PLACES BEGIN

720.283.6783
REDLAND.COM

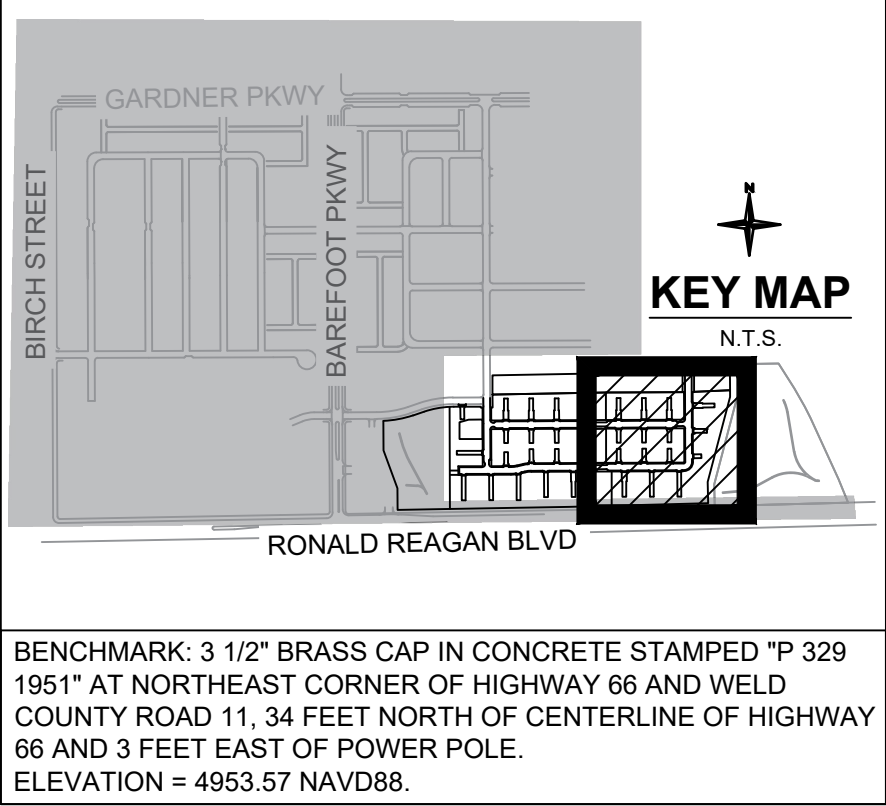
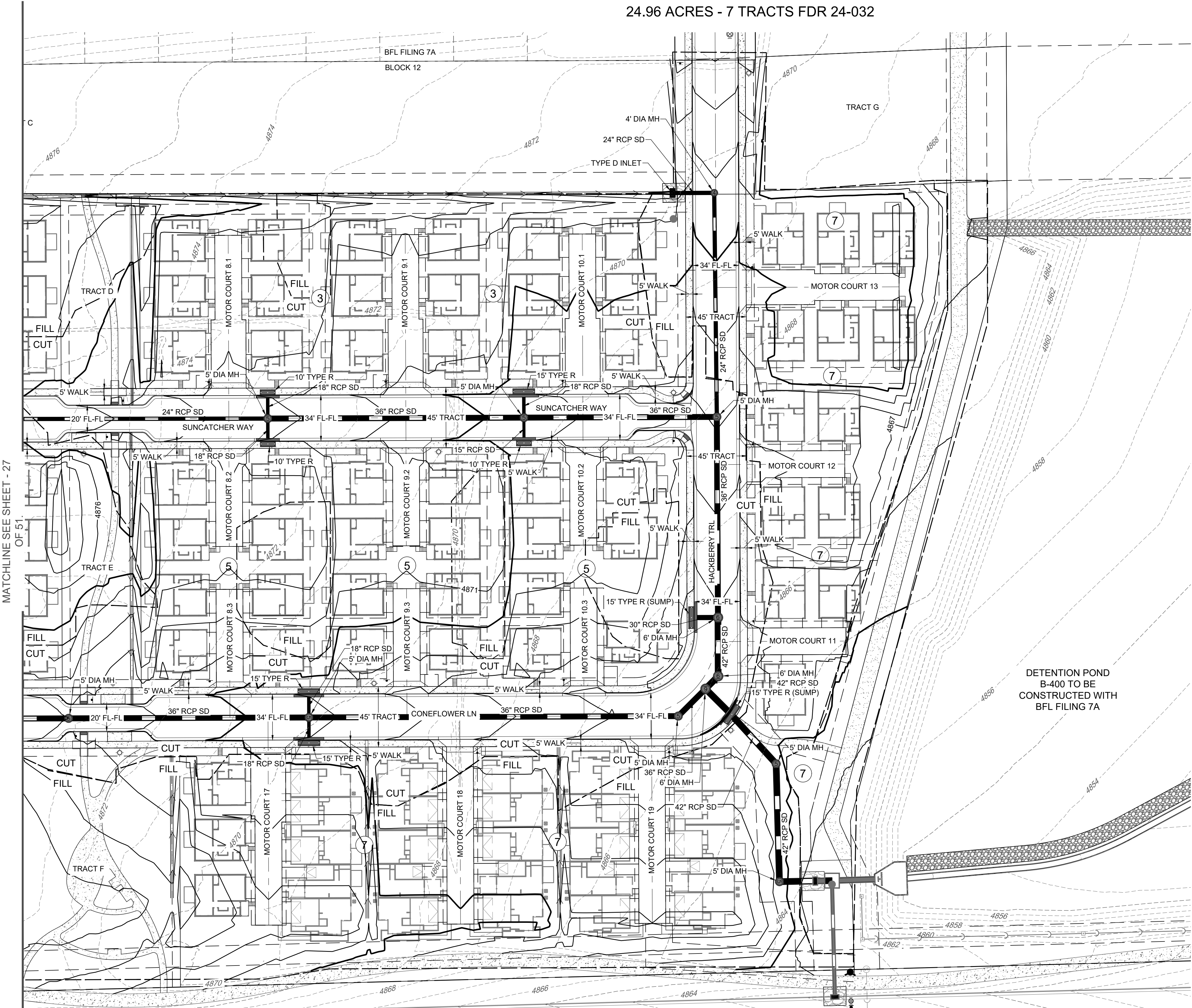
- Land Planning
- Civil Engineering
- Landscaping Architecture
- Construction Management

PROJECT NO.	08011033	DATE	NO.	NOTES
09/13/2024	1	FIRST SUBMITTAL		
01/31/2025	2	SECOND SUBMITTAL		
04/01/2025	3	THIRD SUBMITTAL		
06/02/2025	4	FOURTH SUBMITTAL		

BAREFOOT LAKES
FILING 7E
FINAL DEVELOPMENT PLAN
GRADING AND DRAINAGE PLAN

BAREFOOT LAKES - FILING 7E
FINAL DEVELOPMENT PLAN

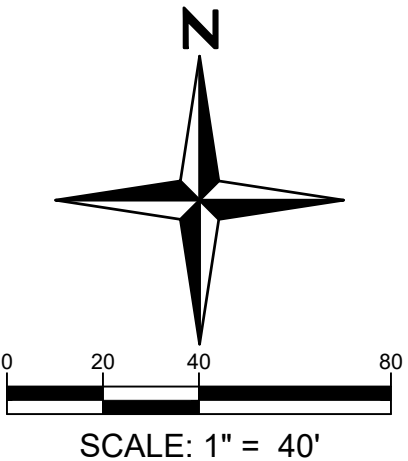
THE SOUTH HALF OF SECTION 25, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
24.96 ACRES - 7 TRACTS FDR 24-032



- DRAINAGE LEGEND**
- 5281 --- EXISTING MINOR CONTOUR
 - 5280 --- EXISTING MAJOR CONTOUR
 - 5281 --- PROPOSED MINOR CONTOUR
 - 5280 --- PROPOSED MAJOR CONTOUR



Know what's below.
Call before you dig.



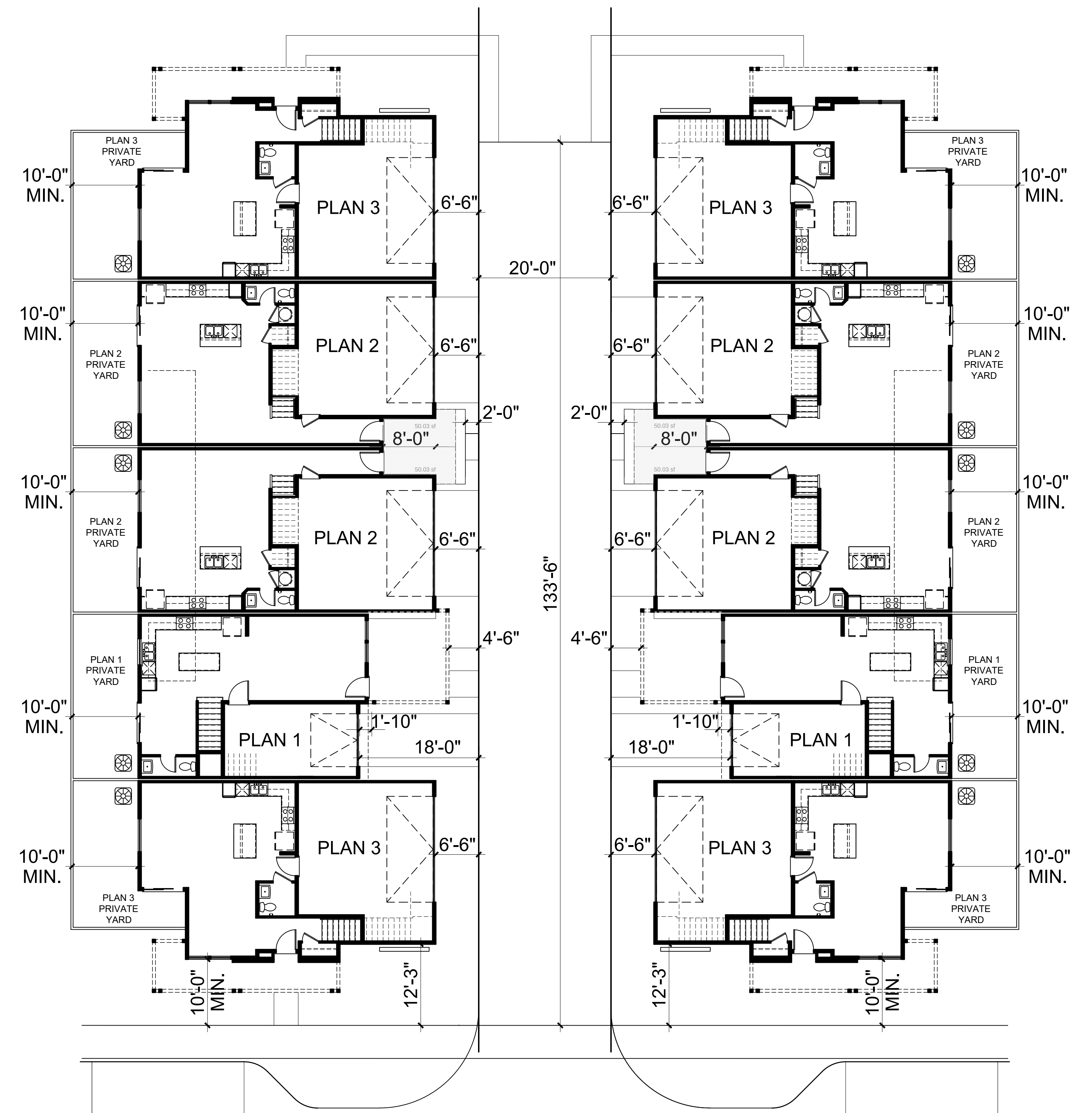
Redland
WHERE GREAT PLACES BEGIN

720.283.6783
REDLAND.COM

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

PROJECT NO.	0801/033	DATE	NO.	NOTES
DATE	NO.	NOTES		
09/13/2024	1	FIRST SUBMITTAL		
01/31/2025	2	SECOND SUBMITTAL		
04/01/2025	3	THIRD SUBMITTAL		
06/03/2025	4	FOURTH SUBMITTAL		

BAREFOOT LAKES
FILING 7E
FINAL DEVELOPMENT PLAN
GRADING AND DRAINAGE PLAN



28 of 51



Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

Brookfield Residential
3200 Park Center, Suite 1000
Costa Mesa, CA 92626

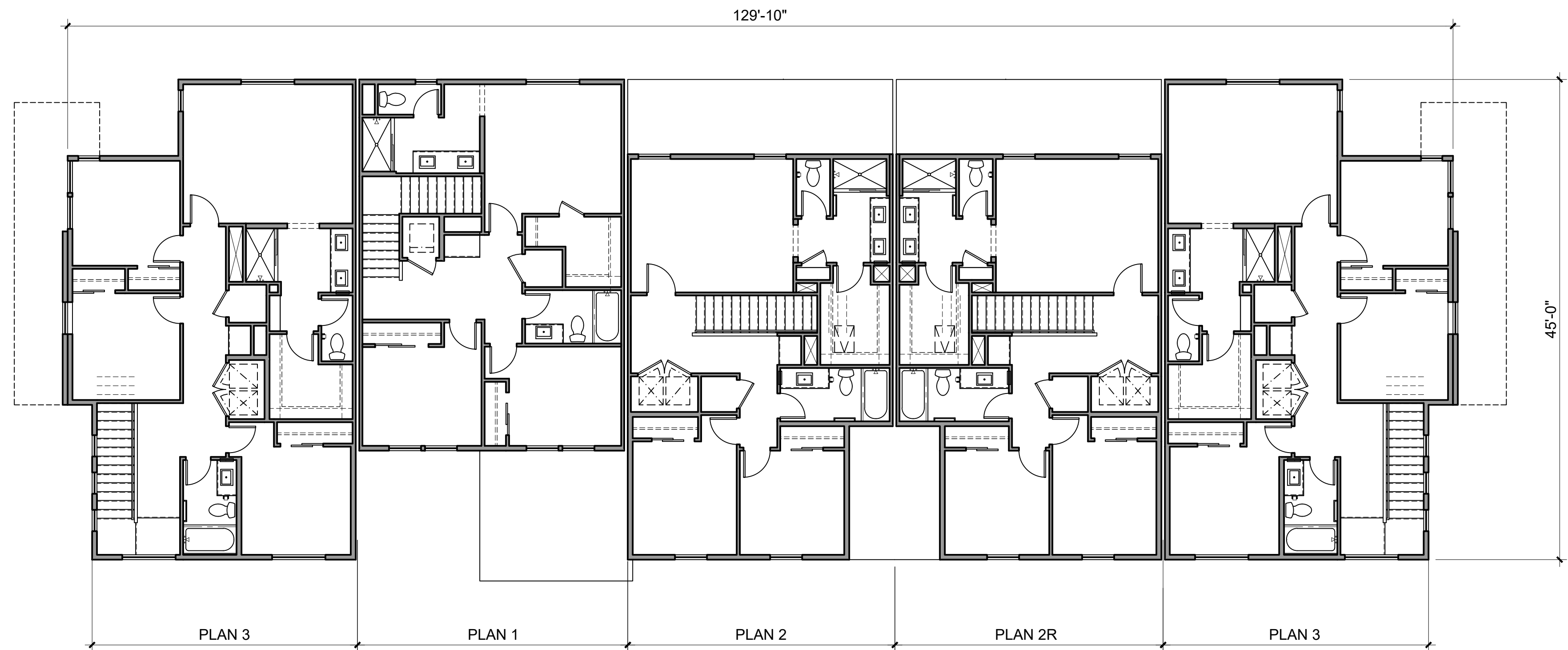
BAREFOOT
FIRESTONE, CO # 2023-0773

CONCEPTUAL DESIGN
MAY 16, 2025

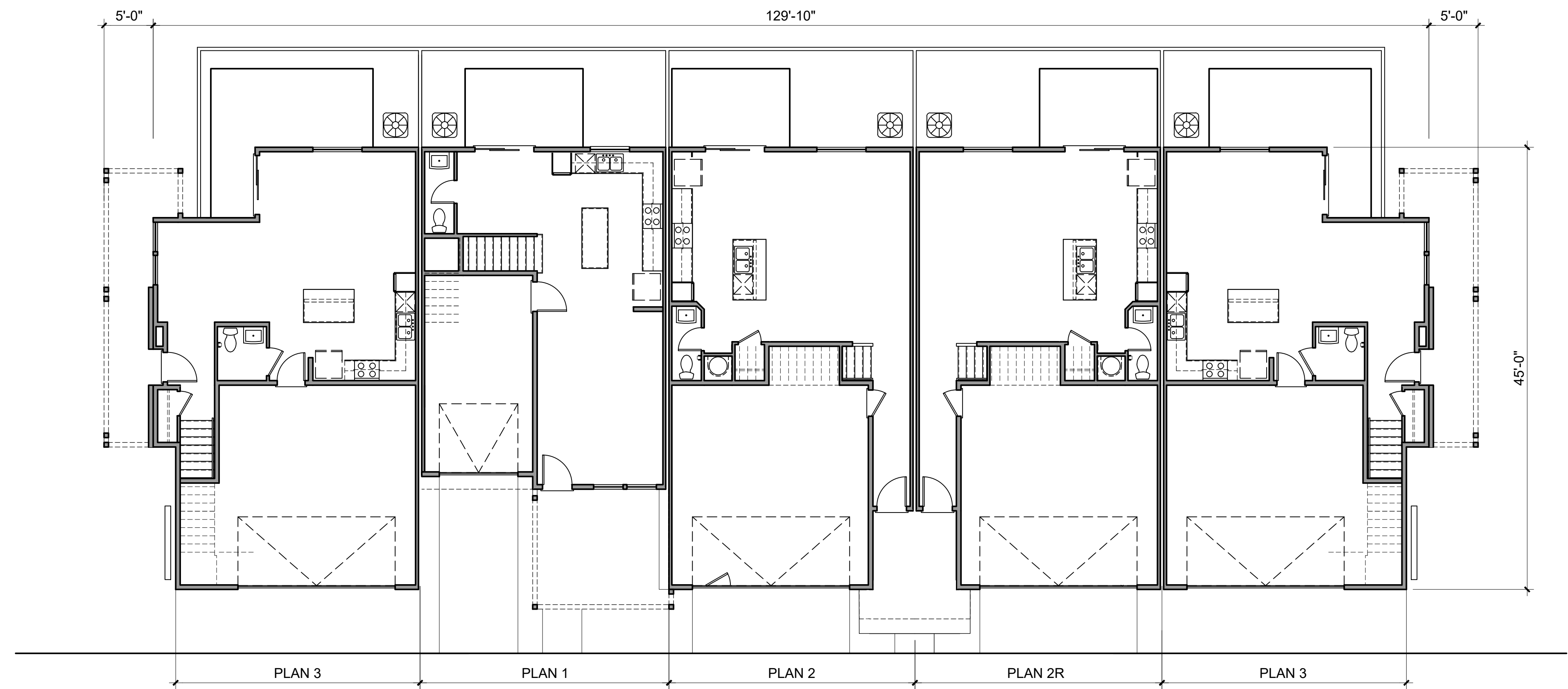
0 8 16 24
SCALE: 3/32"=1'-0"

TOWNHOME - TYPICAL CLUSTER

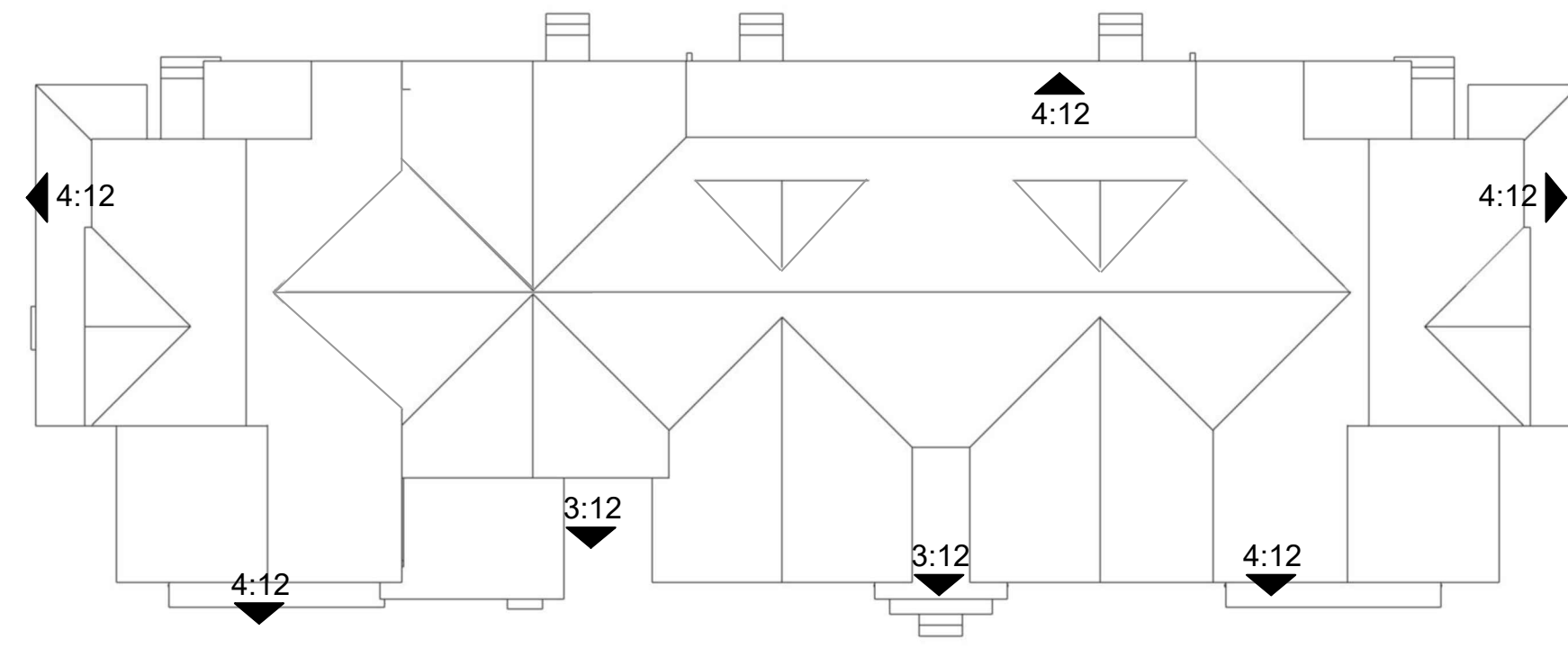
28 OF 51



SECOND FLOOR



FIRST FLOOR



ROOF PLAN
 SCALE: 1/16" = 1'-0"
 PITCH: 6:12 U.N.O.
 RAKE: 1'-6"
 EAVE: 1'-6"



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



- MATERIAL LEGEND**
1. ASPHALT SHINGLE ROOFING
 2. HORIZONTAL SIDING
 3. BOARD AND BATTEN SIDING
 4. COMPOSITE TRIM
 5. VINYL WINDOWS
 6. ENTRY DOOR
 7. LIGHT FIXTURE
 8. METAL SECTIONAL GARAGE

FRONT ELEVATION



Architecture + Planning
 17911 Von Karman Ave,
 Suite 200
 Irvine, CA 92614
 949.851.2133
 ktgy.com

Brookfield Residential
 3200 Park Center, Suite 1000
 Costa Mesa, CA 92626

BAREFOOT
 FIRESTONE, CO # 2023-0773

CONCEPTUAL DESIGN
 MAY 16, 2025

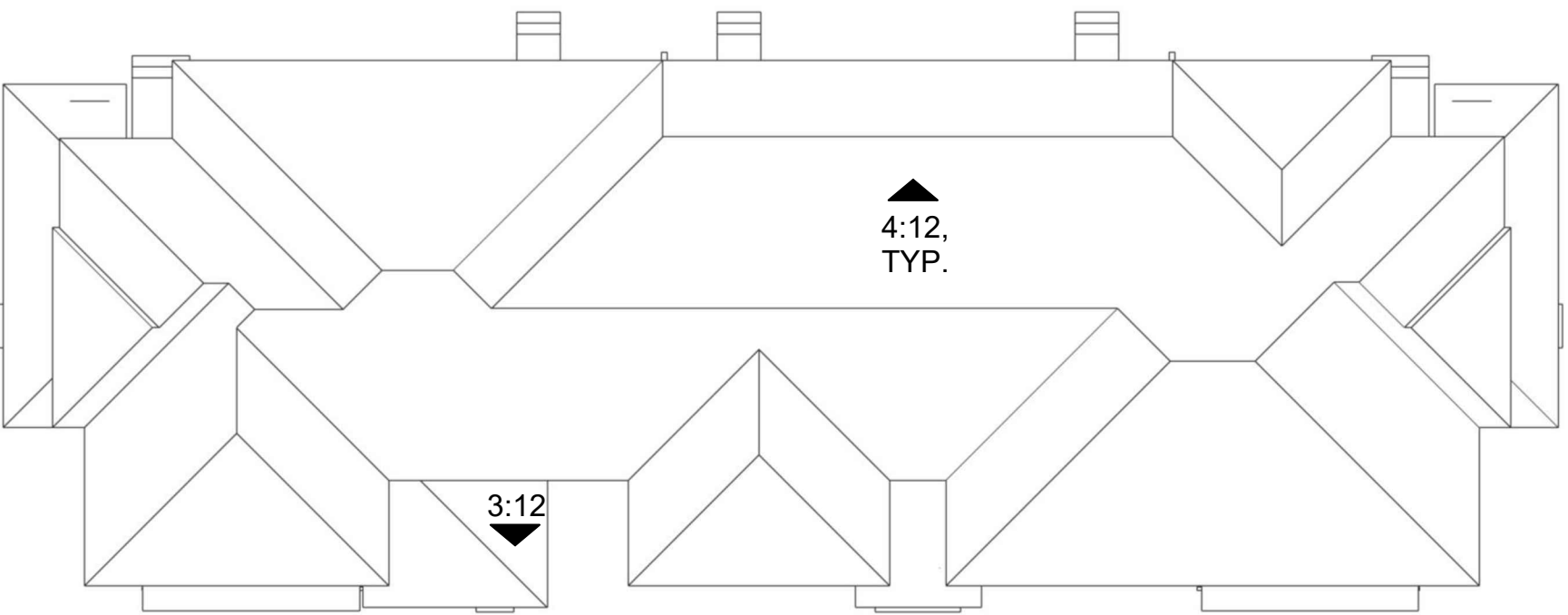
0 4 8 16
 SCALE: 1/8"=1'-0"

TOWNHOME - EXTERIOR ELEVATIONS
 GABLE #1

30 OF 51



LEFT ELEVATION- STOOP



ROOF PLAN
 SCALE: 1/16" = 1'-0"
 PITCH: 4:12 U.N.O.
 RAKE: 1'-6"
 EAVE: 1'-6"



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

- MATERIAL LEGEND**
1. ASPHALT SHINGLE ROOFING
 2. HORIZONTAL SIDING
 3. BOARD AND BATTEN SIDING
 4. COMPOSITE TRIM
 5. VINYL WINDOWS
 6. ENTRY DOOR
 7. LIGHT FIXTURE
 8. METAL SECTIONAL GARAGE



FRONT ELEVATION



Architecture + Planning
 17911 Von Karman Ave,
 Suite 200
 Irvine, CA 92614
 949.851.2133
 ktgy.com

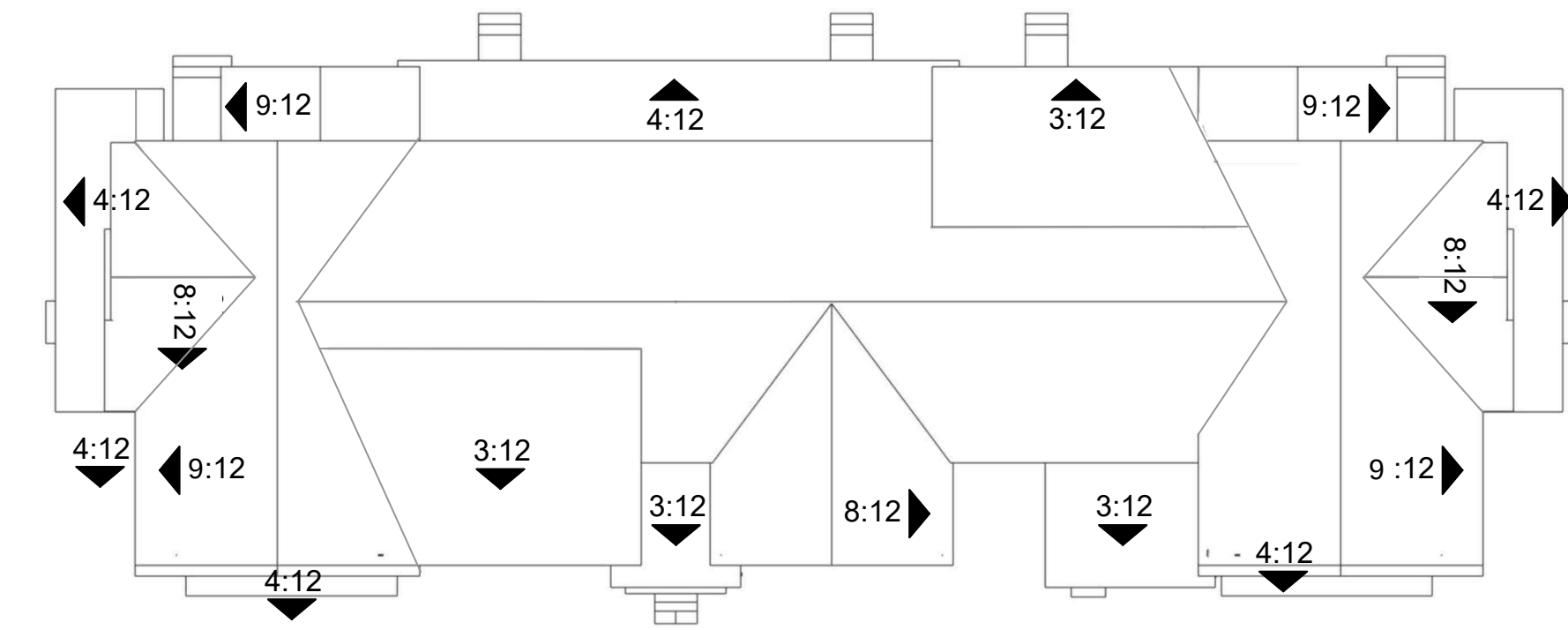
Brookfield Residential
 3200 Park Center, Suite 1000
 Costa Mesa, CA 92626

BAREFOOT
 FIRESTONE, CO # 2023-0773

CONCEPTUAL DESIGN
 MAY 16, 2025

0 4 8 16
 SCALE: 1/8"=1'-0"

TOWNHOME - EXTERIOR ELEVATIONS
 PLAINS TRADITIONAL



ROOF PLAN
 SCALE: 1/16" = 1'-0"
 PITCH: 6:12 U.N.O.
 RAKE: 1'-6"
 EAVE: 1'-6"



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



- MATERIAL LEGEND**
1. ASPHALT SHINGLE ROOFING
 2. HORIZONTAL SIDING
 3. BOARD AND BATTEN SIDING
 4. COMPOSITE TRIM
 5. VINYL WINDOWS
 6. ENTRY DOOR
 7. LIGHT FIXTURE
 8. METAL SECTIONAL GARAGE

FRONT ELEVATION



Architecture + Planning
 17911 Von Karman Ave,
 Suite 200
 Irvine, CA 92614
 949.851.2133
 ktgy.com

Brookfield Residential
 3200 Park Center, Suite 1000
 Costa Mesa, CA 92626

BAREFOOT
 FIRESTONE, CO # 2023-0773

CONCEPTUAL DESIGN
 MAY 16, 2025

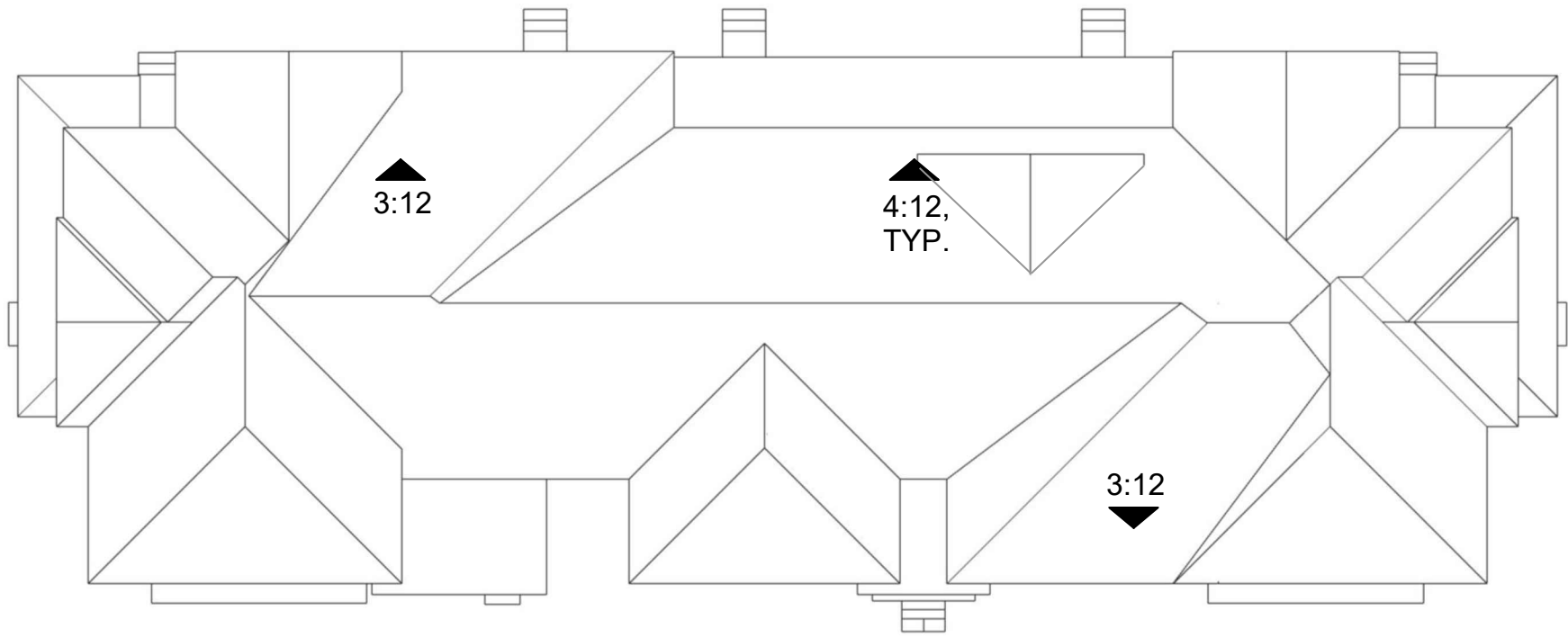
0 4 8 16
 SCALE: 1/8"=1'-0"

TOWNHOME - EXTERIOR ELEVATIONS
 GABLE #2

32 OF 51



RIGHT ELEVATION- STOOP



ROOF PLAN
 SCALE: 1/16" = 1'-0"
 PITCH: 4:12 U.N.O.
 RAKE: 1'-6"
 EAVE: 1'-6"



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

- MATERIAL LEGEND**
- 1. ASPHALT SHINGLE ROOFING
 - 2. HORIZONTAL SIDING
 - 3. BOARD AND BATTEN SIDING
 - 4. COMPOSITE TRIM
 - 5. VINYL WINDOWS
 - 6. ENTRY DOOR
 - 7. LIGHT FIXTURE
 - 8. METAL SECTIONAL GARAGE



FRONT ELEVATION



Architecture + Planning
 17911 Von Karman Ave,
 Suite 200
 Irvine, CA 92614
 949.851.2133
 ktgy.com

Brookfield Residential
 3200 Park Center, Suite 1000
 Costa Mesa, CA 92626

BAREFOOT
 FIRESTONE, CO # 2023-0773

CONCEPTUAL DESIGN
 MAY 16, 2025

0 4 8 16
 SCALE: 1/8"=1'-0"

TOWNHOME - EXTERIOR ELEVATIONS
 PLAINS MODERN



LEFT ELEVATION

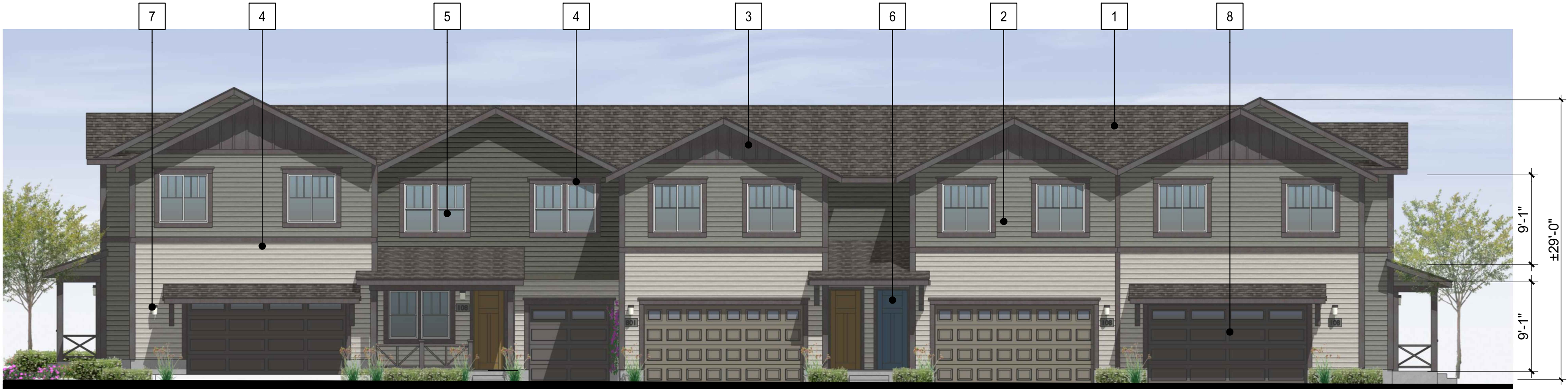


FRONT ELEVATION

- MATERIAL LEGEND**
- 1. ASPHALT SHINGLE ROOFING
 - 2. HORIZONTAL SIDING
 - 3. BOARD AND BATTEN SIDING
 - 4. COMPOSITE TRIM
 - 5. VINYL WINDOWS
 - 6. ENTRY DOOR
 - 7. LIGHT FIXTURE
 - 8. METAL SECTIONAL GARAGE



LEFT ELEVATION



FRONT ELEVATION



Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

Brookfield Residential
3200 Park Center, Suite 1000
Costa Mesa, CA 92626

BAREFOOT
FIRESTONE, CO # 2023-0773

CONCEPTUAL DESIGN
MAY 16, 2025

0 4 8 16
SCALE: 1/8"=1'-0"

TOWNHOME - EXTERIOR ELEVATIONS
GABLE #1 & GABLE #2



- MATERIAL LEGEND**
- 1. ASPHALT SHINGLE ROOFING
 - 2. HORIZONTAL SIDING
 - 3. BOARD AND BATTEN SIDING
 - 4. COMPOSITE TRIM
 - 5. VINYL WINDOWS
 - 6. ENTRY DOOR
 - 7. LIGHT FIXTURE
 - 8. METAL SECTIONAL GARAGE



LEFT ELEVATION



FRONT ELEVATION



Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

Brookfield Residential
3200 Park Center, Suite 1000
Costa Mesa, CA 92626

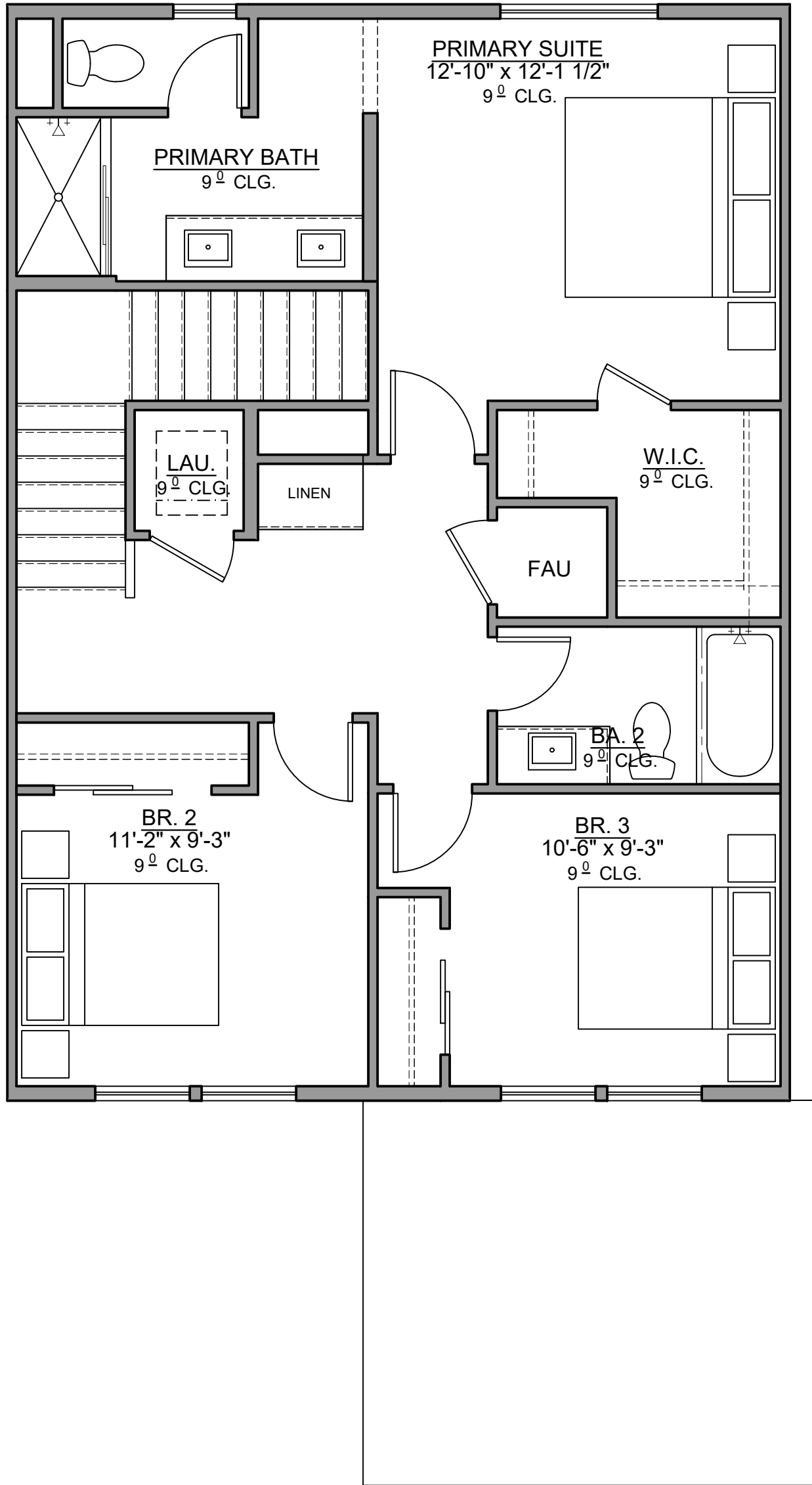
BAREFOOT
FIRESTONE, CO # 2023-0773

CONCEPTUAL DESIGN
MAY 16, 2025 5

0 4 8 16
SCALE: 1/8"=1'-0"

TOWNHOME - EXTERIOR ELEVATIONS
PLAINS TRADITIONAL & PLAINS MODERN

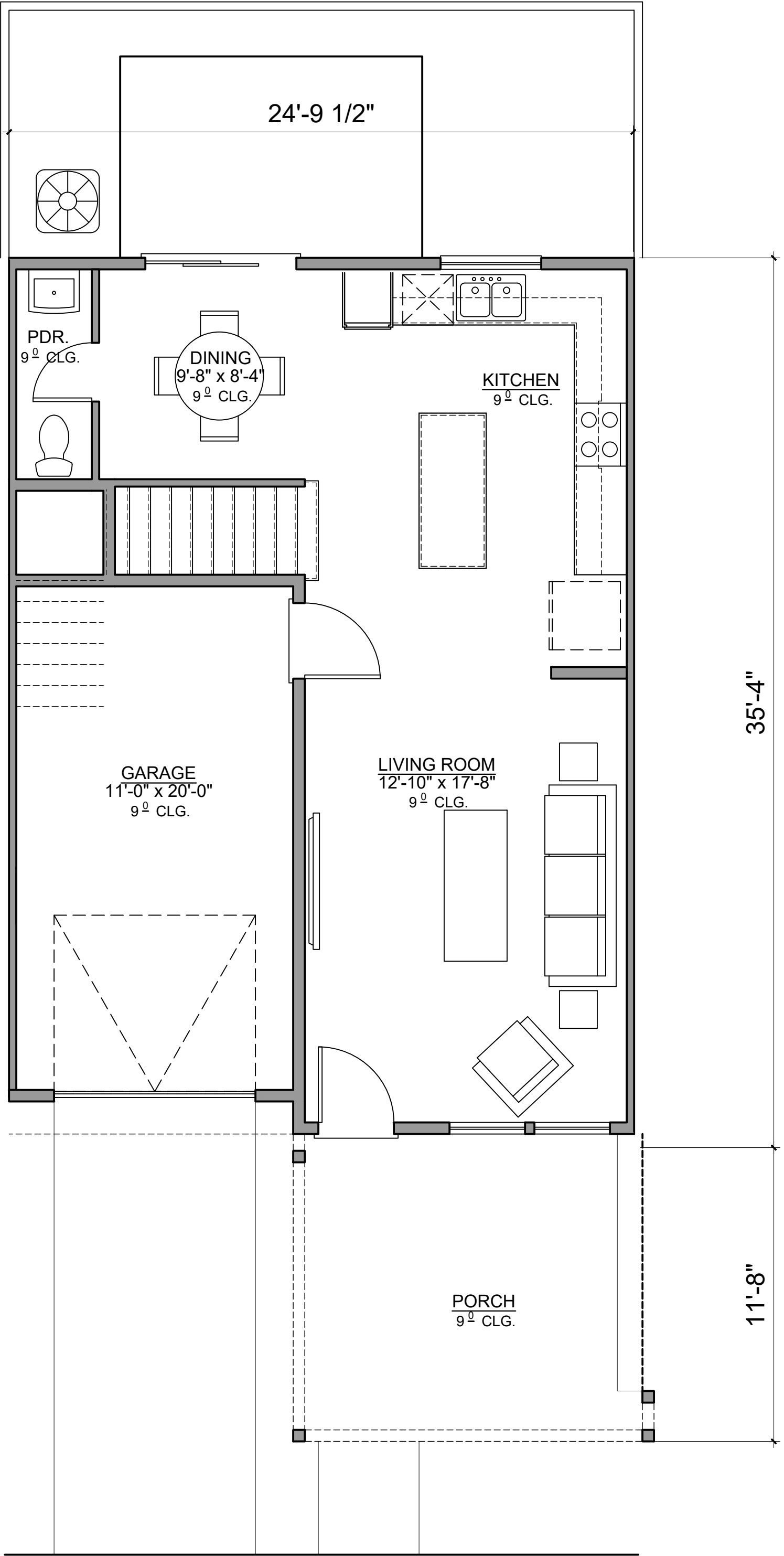
35 OF 51



SECOND FLOOR

PLAN 1
3 BED / 2.5 BATHS

GROSS SQ. FT.	
1ST FLOOR	618 SQ. FT.
2ND FLOOR	822 SQ. FT.
TOTAL LIVING	1441 SQ. FT.
PORCH	142 SQ. FT.
GARAGE	231 SQ. FT.



FIRST FLOOR



Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

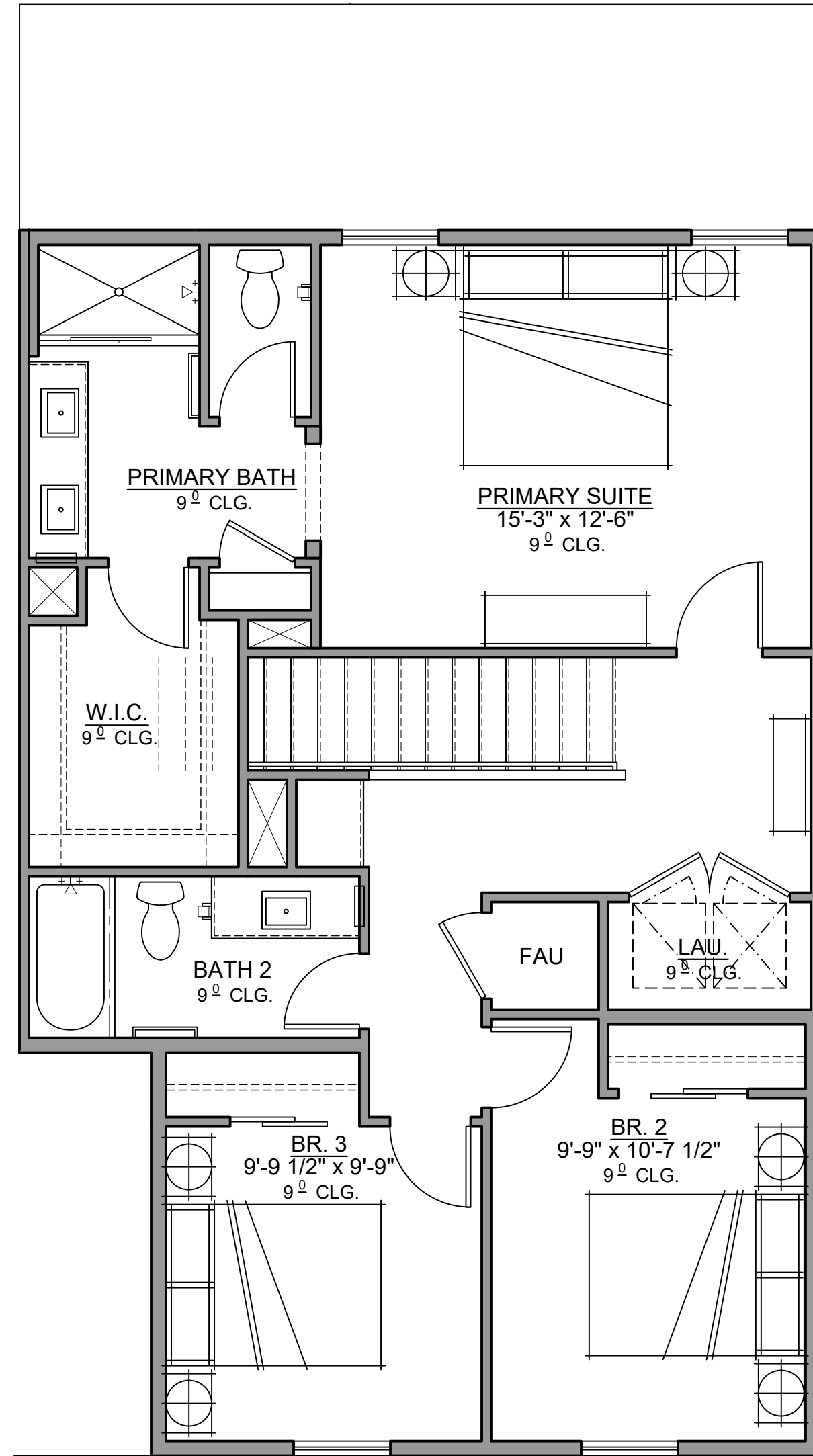
Brookfield Residential
3200 Park Center, Suite 1000
Costa Mesa, CA 92626

BAREFOOT
FIRESTONE, CO # 2023-0773

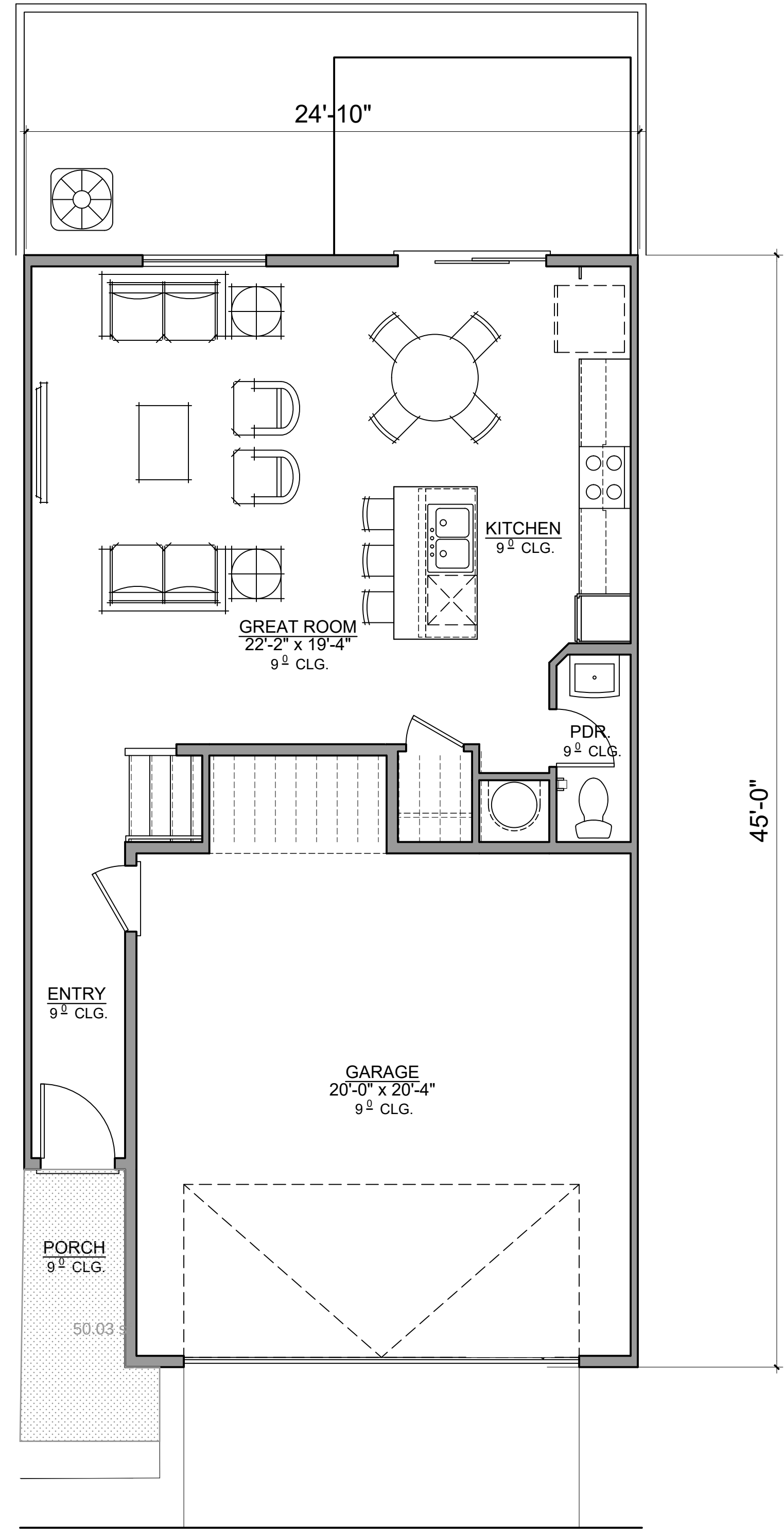
CONCEPTUAL DESIGN
MAY 16, 2025

0 2 4 8
SCALE: 1/4"=1'-0"

TOWNHOME - UNIT PLANS
PLAN 1



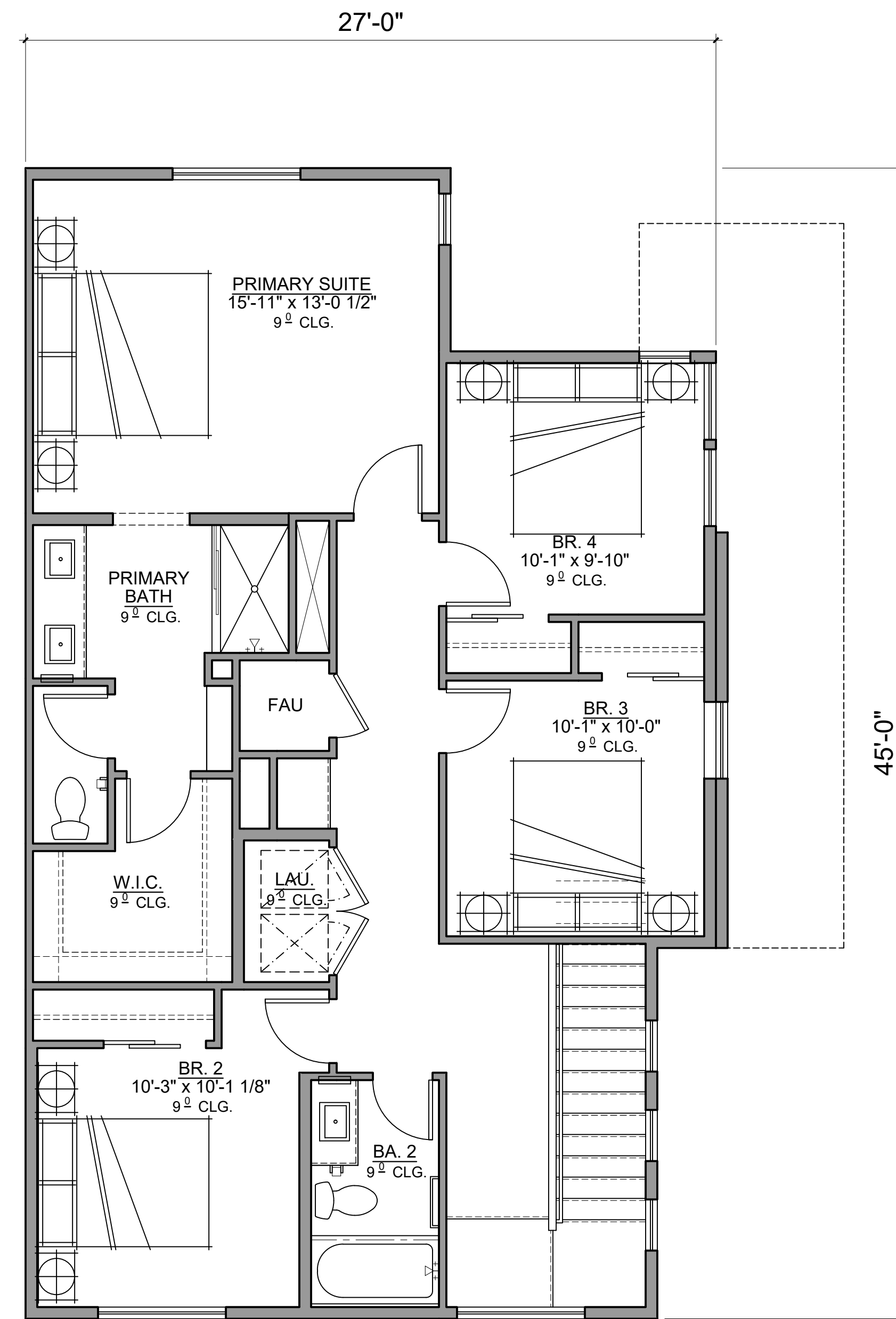
SECOND FLOOR



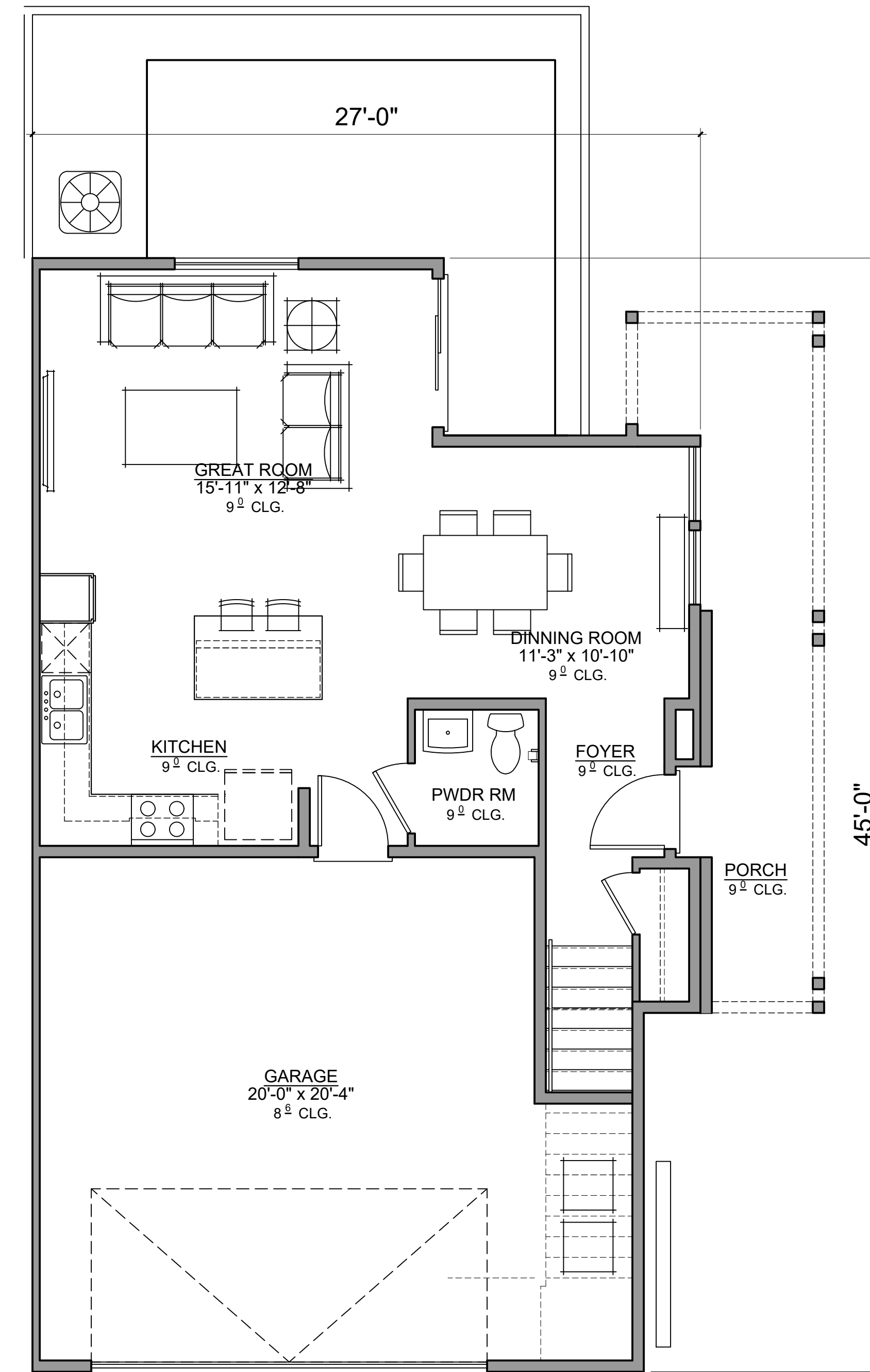
FIRST FLOOR

PLAN 2
3 BED / 2.5 BATHS

GROSS SQ. FT.	
1ST FLOOR	659 SQ. FT.
2ND FLOOR	866 SQ. FT.
TOTAL LIVING	1525 SQ. FT.
PORCH	54 SQ. FT.
GARAGE	453 SQ. FT.



SECOND FLOOR



FIRST FLOOR

PLAN 3
4 BED / 2.5 BATHS

GROSS SQ. FT.	
1ST FLOOR	678 SQ. FT.
2ND FLOOR	1049 SQ. FT.
TOTAL LIVING	1727 SQ. FT.
PORCH	111 SQ. FT.
GARAGE	470 SQ. FT.

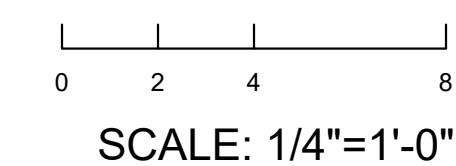


Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

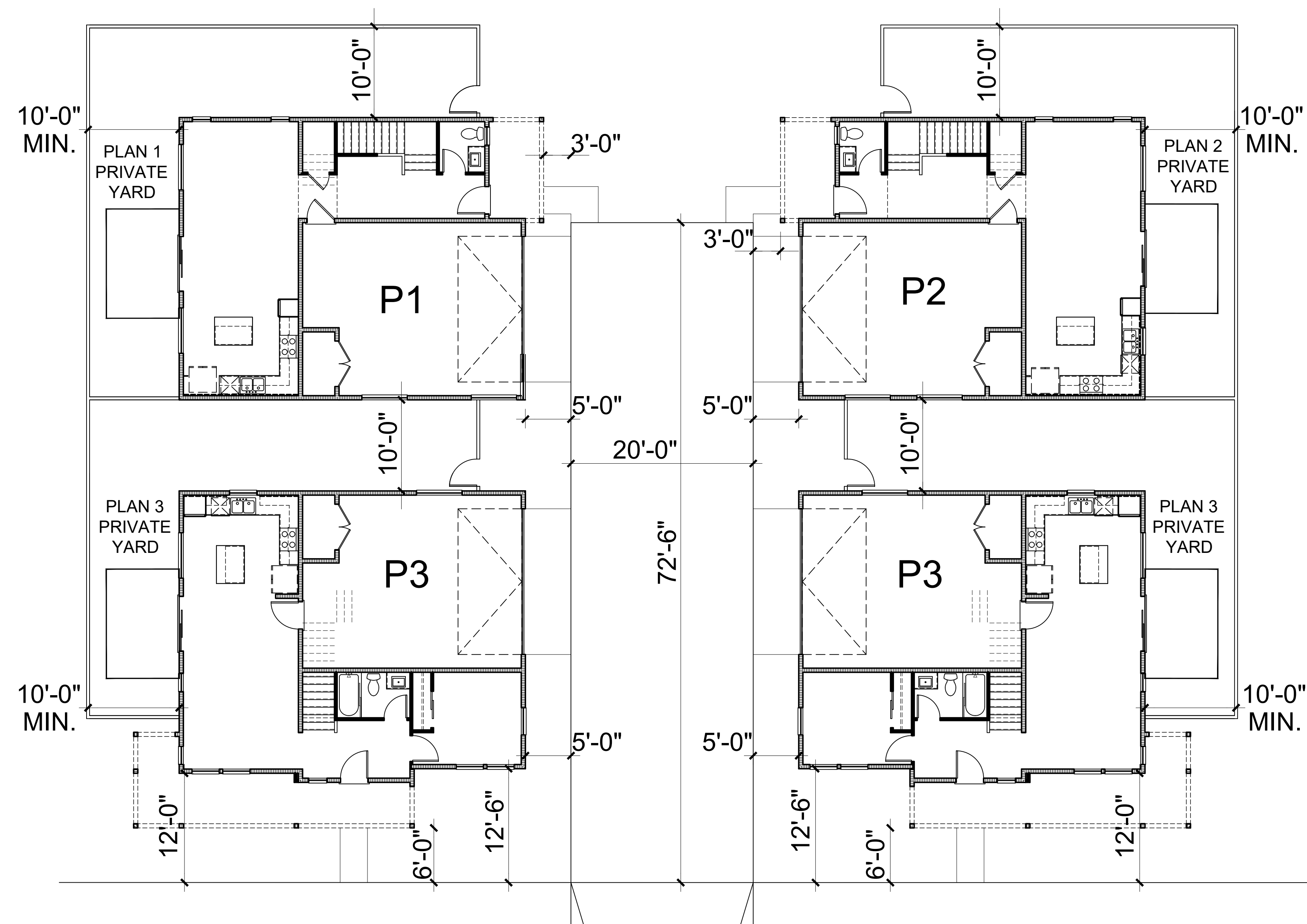
Brookfield Residential
3200 Park Center, Suite 1000
Costa Mesa, CA 92626

BAREFOOT
FIRESTONE, CO # 2023-0773

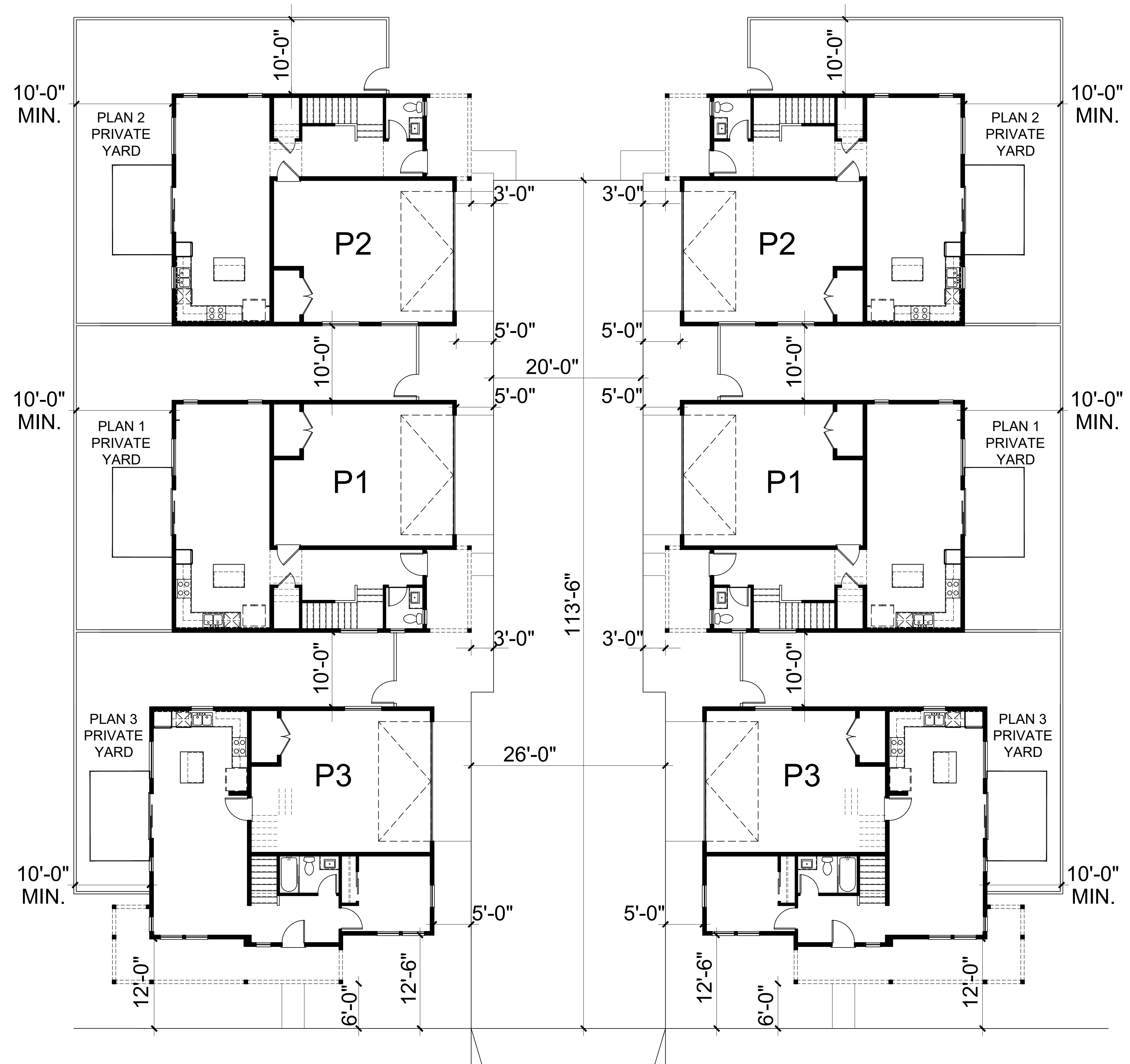
CONCEPTUAL DESIGN
MAY 16, 2025



TOWNHOME - UNIT PLANS
PLAN 3



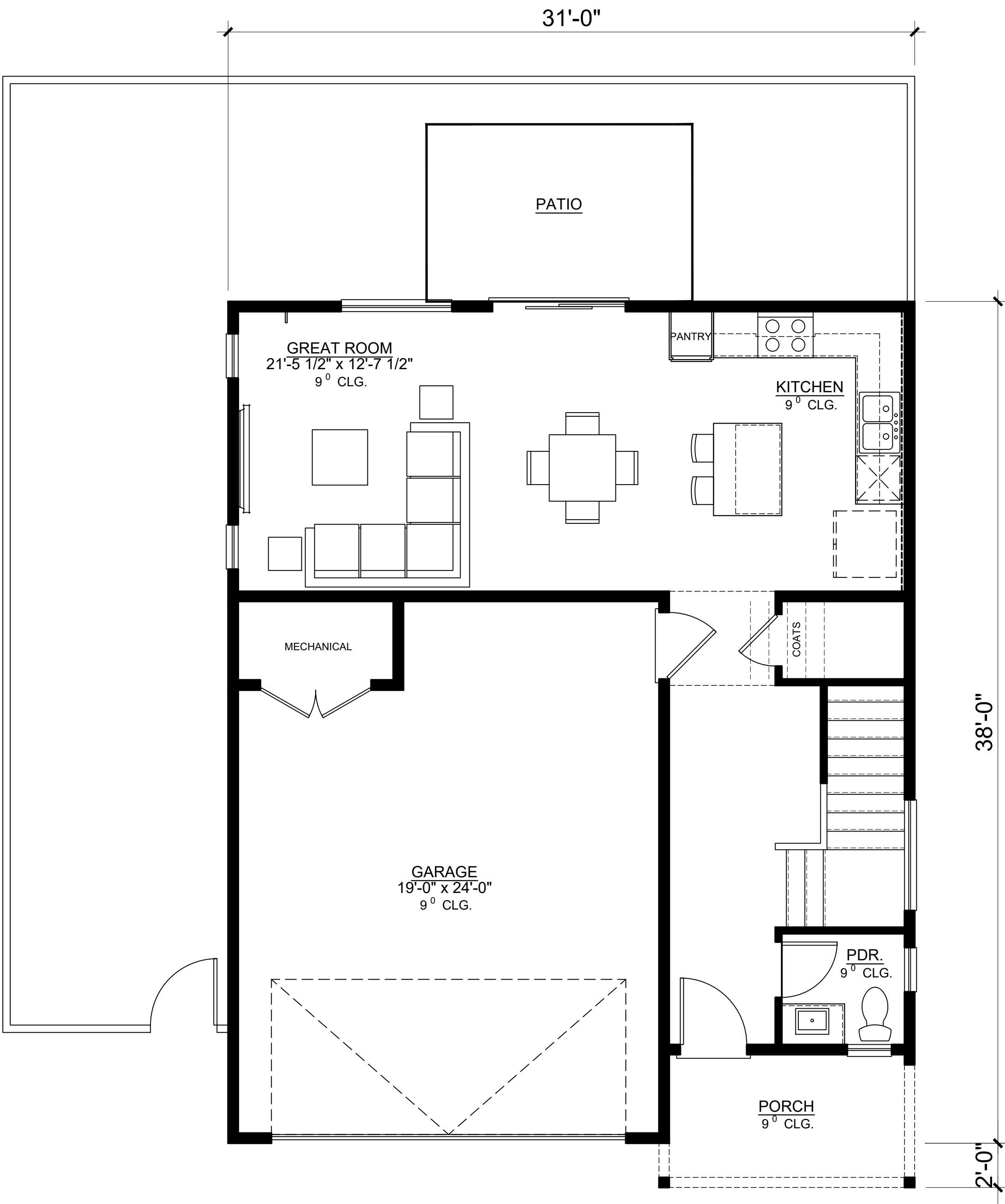
TYPICAL 4 PACK CLUSTER



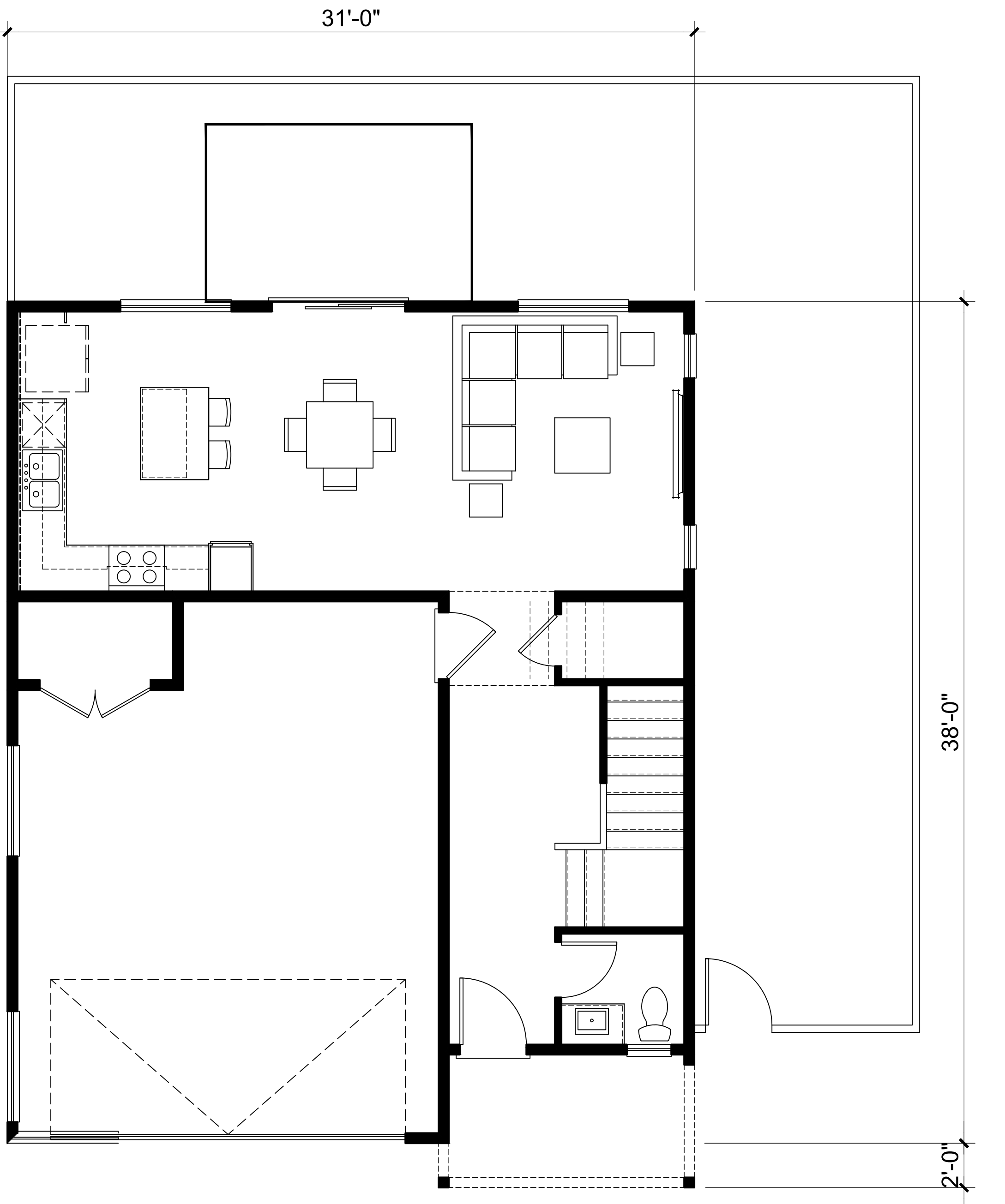
TYPICAL 6 PACK CLUSTER



SECOND FLOOR



FIRST FLOOR -6 PACK CLUSTER



FIRST FLOOR -4 PACK CLUSTER

PLAN 1
3 BED / 2.5 BATHS

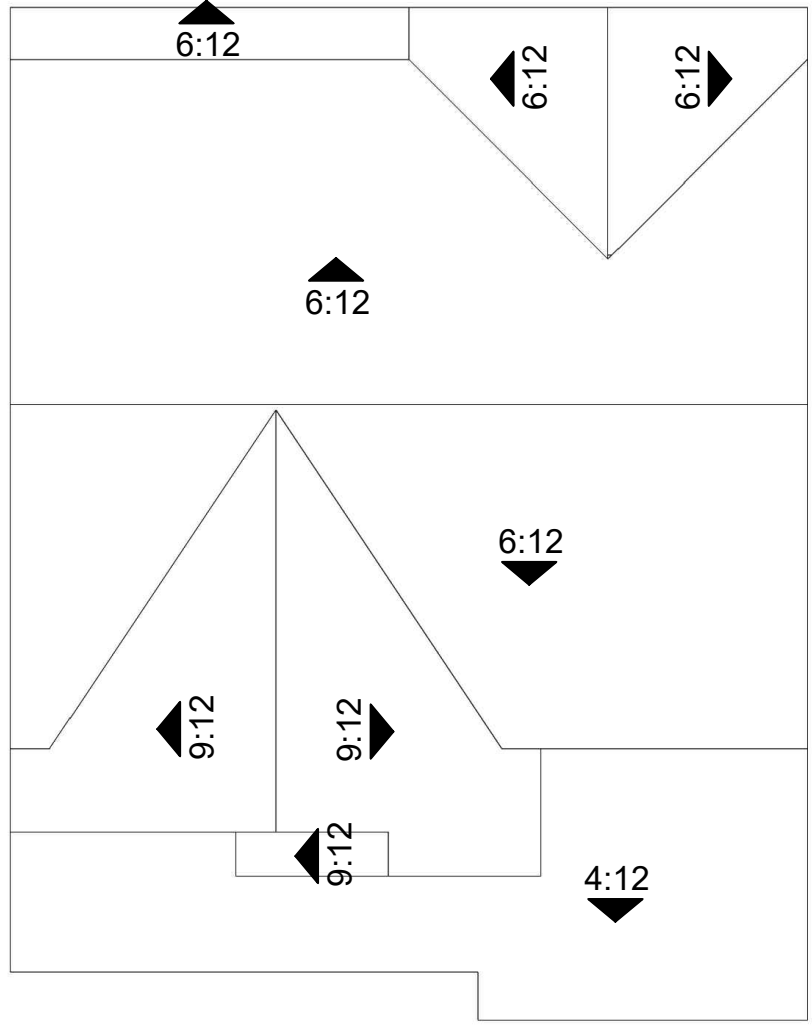
GROSS SQ. FT.	
1ST FLOOR	656 SQ. FT.
2ND FLOOR	897 SQ. FT.
TOTAL LIVING	1553 SQ. FT.
PORCH	67 SQ. FT.
GARAGE	478 SQ. FT.



RIGHT ELEVATION



REAR ELEVATION



ROOF PLAN
SCALE: 1/8" = 1'-0"
RAKE: 1'-0"
EAVE: 1'-0"



LEFT ELEVATION



FRONT ELEVATION

MATERIAL LEGEND

- 1. ASPHALT SHINGLE ROOFING
- 2. HORIZONTAL SIDING
- 3. BOARD AND BATTEN SIDING
- 4. COMPOSITE TRIM
- 5. VINYL WINDOWS
- 6. ENTRY DOOR
- 7. DECORATIVE POT SHELF
- 8. LIGHT FIXTURE
- 9. METAL SECTIONAL GARAGE



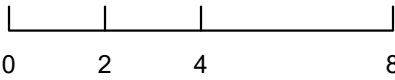
Architecture + Planning
888.456.5849
ktgy.com

BROOKFIELD PROPERTIES

----, ----

BAREFOOT
FIRESTONE, CO # 20230773

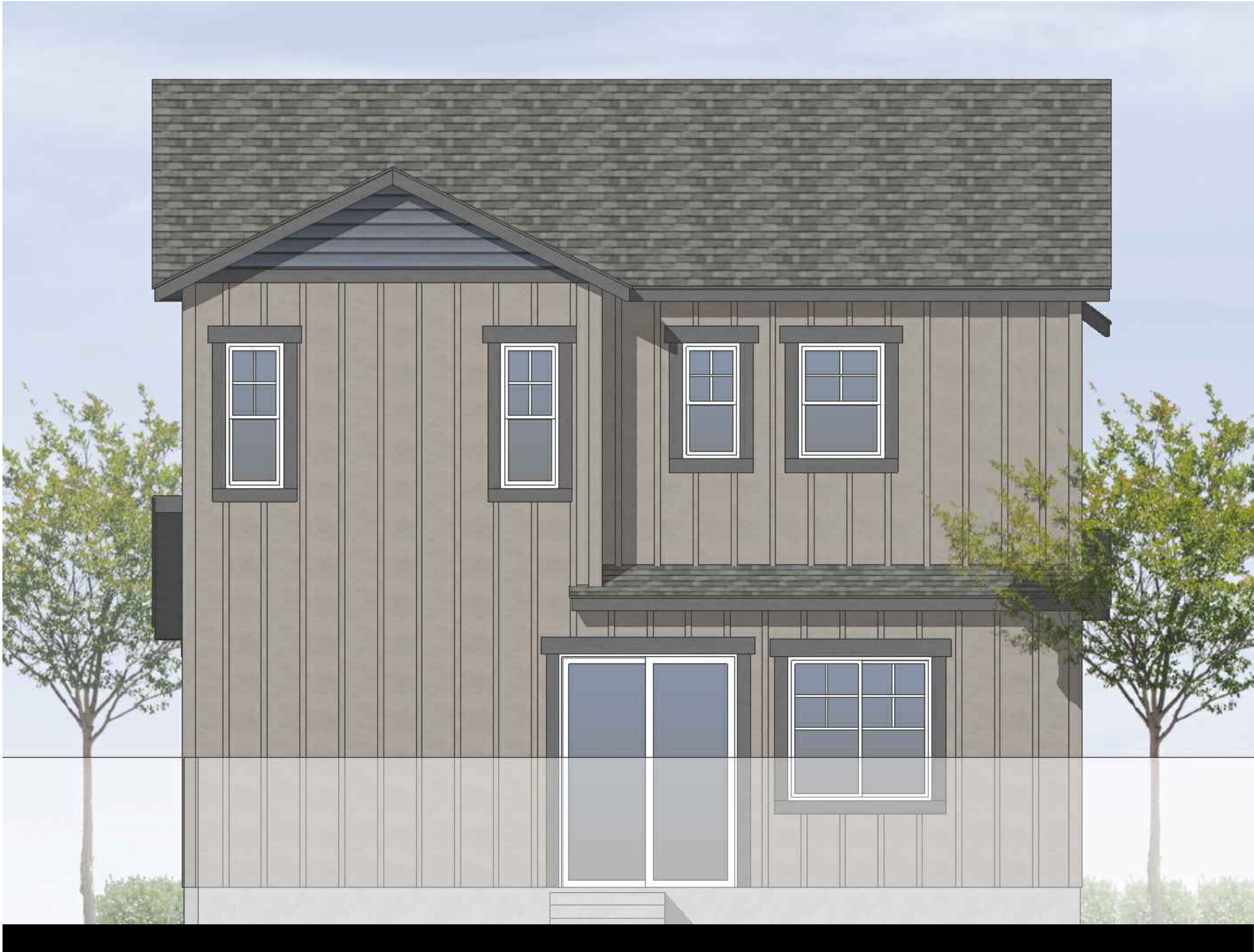
CONCEPTUAL DESIGN
MARCH 24, 2025



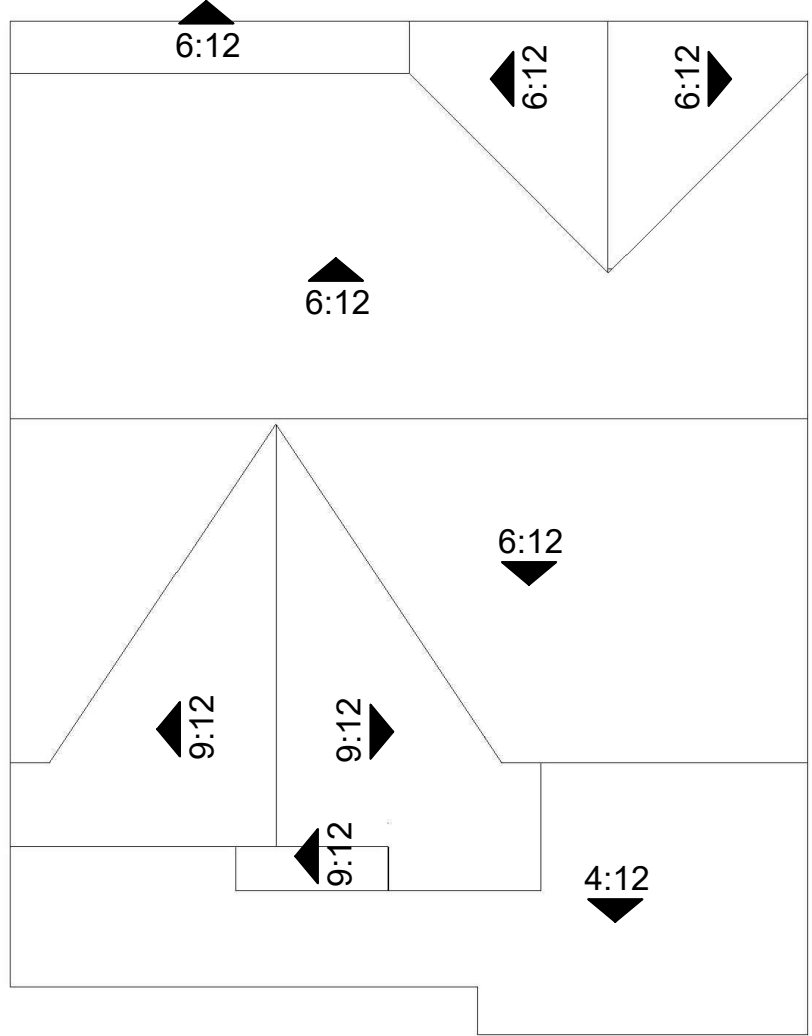
PLAN 1 - EXTERIOR ELEVATIONS
4 PLEX - FOLK HOUSE CLASSIC



RIGHT ELEVATION



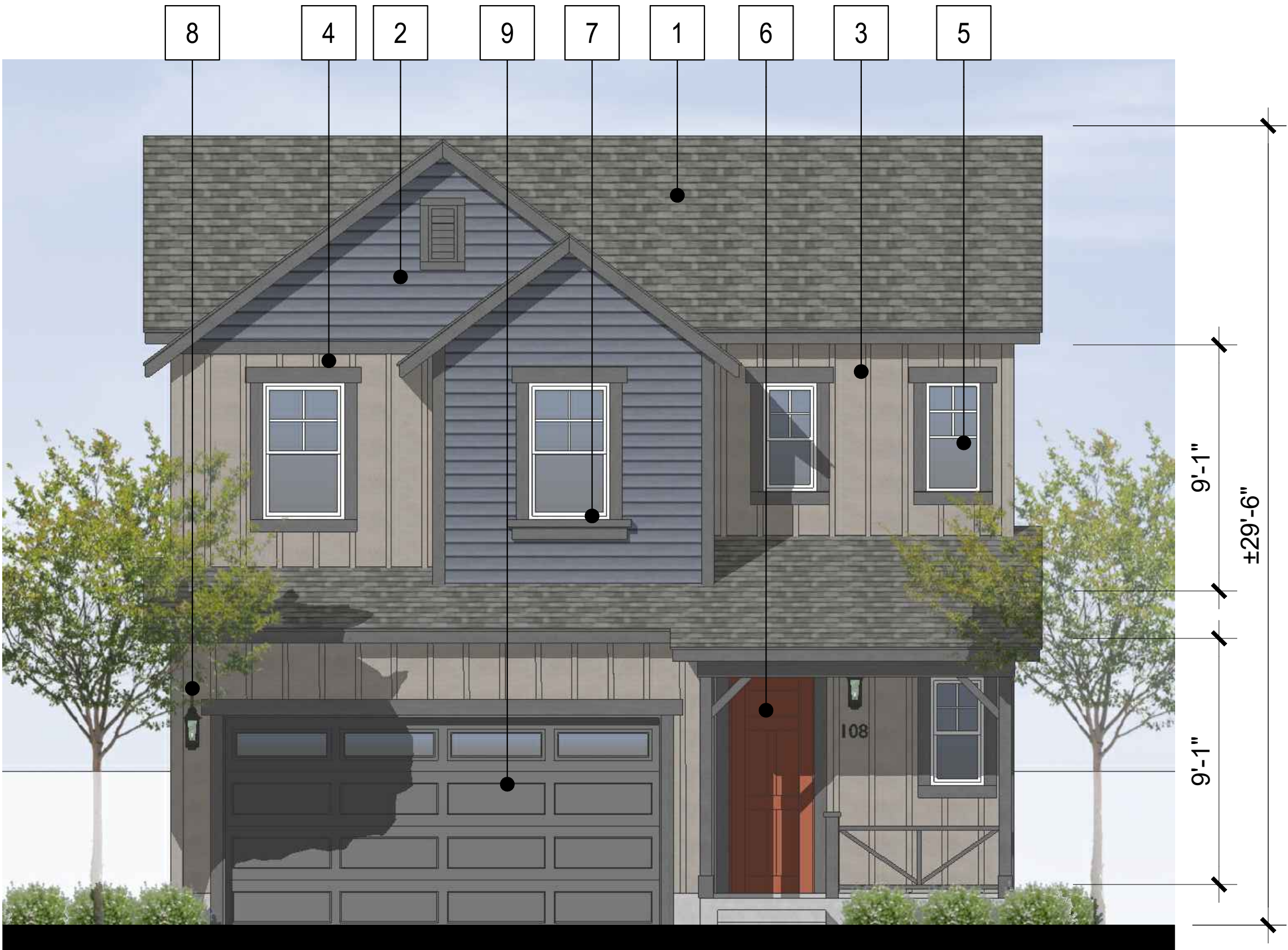
REAR ELEVATION



ROOF PLAN
SCALE: 1/8" = 1'-0"
RAKE: 1'-0"
EAVE: 1'-0"



LEFT ELEVATION



FRONT ELEVATION

MATERIAL LEGEND

- 1. ASPHALT SHINGLE ROOFING
- 2. HORIZONTAL SIDING
- 3. BOARD AND BATTEN SIDING
- 4. COMPOSITE TRIM
- 5. VINYL WINDOWS
- 6. ENTRY DOOR
- 7. DECORATIVE POT SHELF
- 8. LIGHT FIXTURE
- 9. METAL SECTIONAL GARAGE



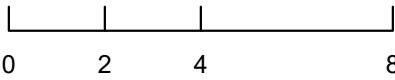
Architecture + Planning
888.456.5849
ktgy.com

BROOKFIELD PROPERTIES

----, ----

BAREFOOT
FIRESTONE, CO # 20230773

CONCEPTUAL DESIGN
MARCH 24, 2025



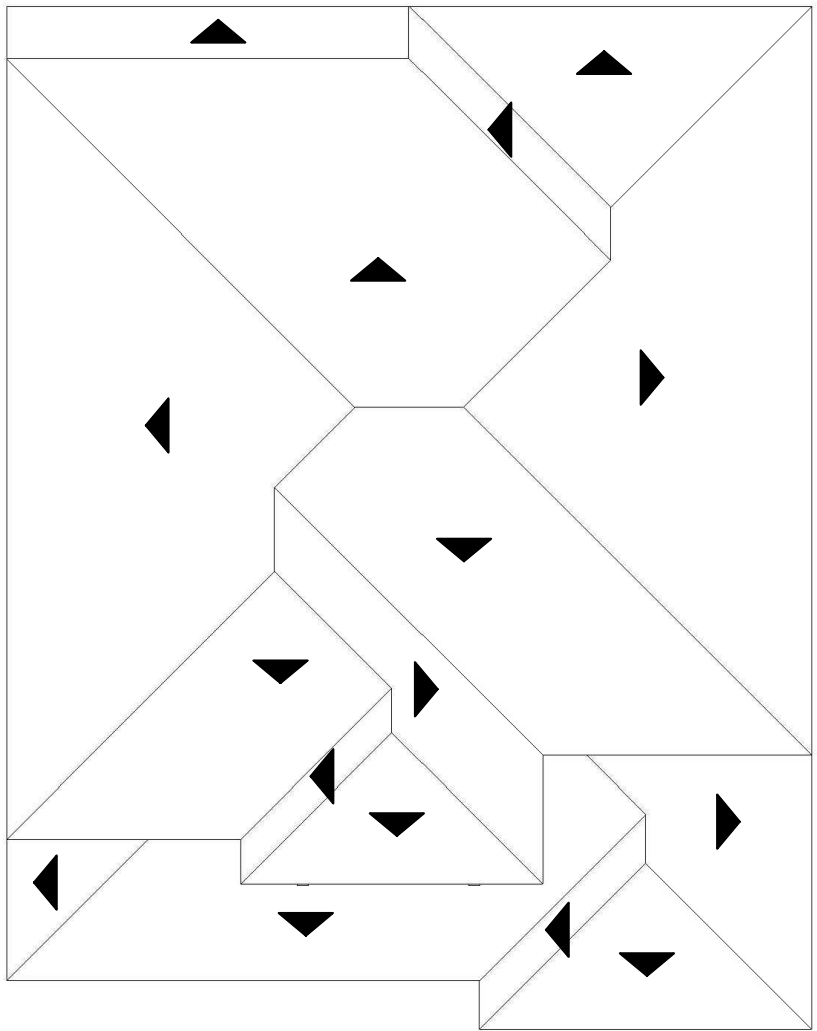
PLAN 1 - EXTERIOR ELEVATIONS
6 PLEX - FOLK HOUSE CLASSIC



RIGHT ELEVATION



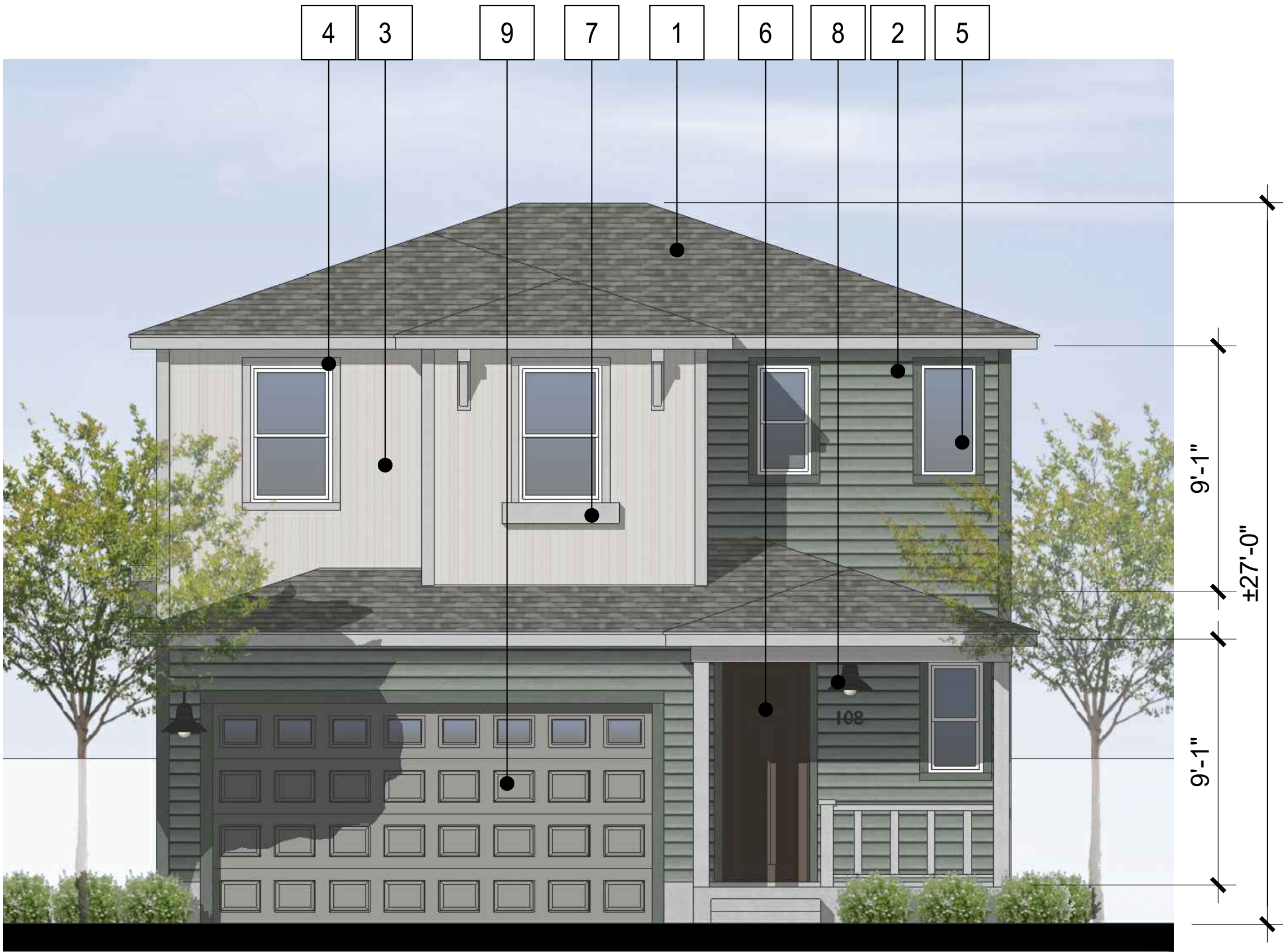
REAR ELEVATION



ROOF PLAN
SCALE: 1/8" = 1'-0"
PITCH: 4:12
EAVE: 1'-0"



LEFT ELEVATION



FRONT ELEVATION

MATERIAL LEGEND

- 1. ASPHALT SHINGLE ROOFING
- 2. HORIZONTAL SIDING
- 3. VERTICAL SIDING
- 4. COMPOSITE TRIM
- 5. VINYL WINDOWS
- 6. ENTRY DOOR
- 7. DECORATIVE POT SHELF
- 8. LIGHT FIXTURE
- 9. METAL SECTIONAL GARAGE

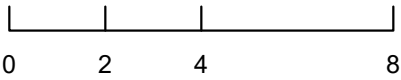


Architecture + Planning
888.456.5849
ktgy.com

BROOKFIELD PROPERTIES
---, ---, ---

BAREFOOT
FIRESTONE, CO # 20230773

CONCEPTUAL DESIGN
MARCH 24, 2025



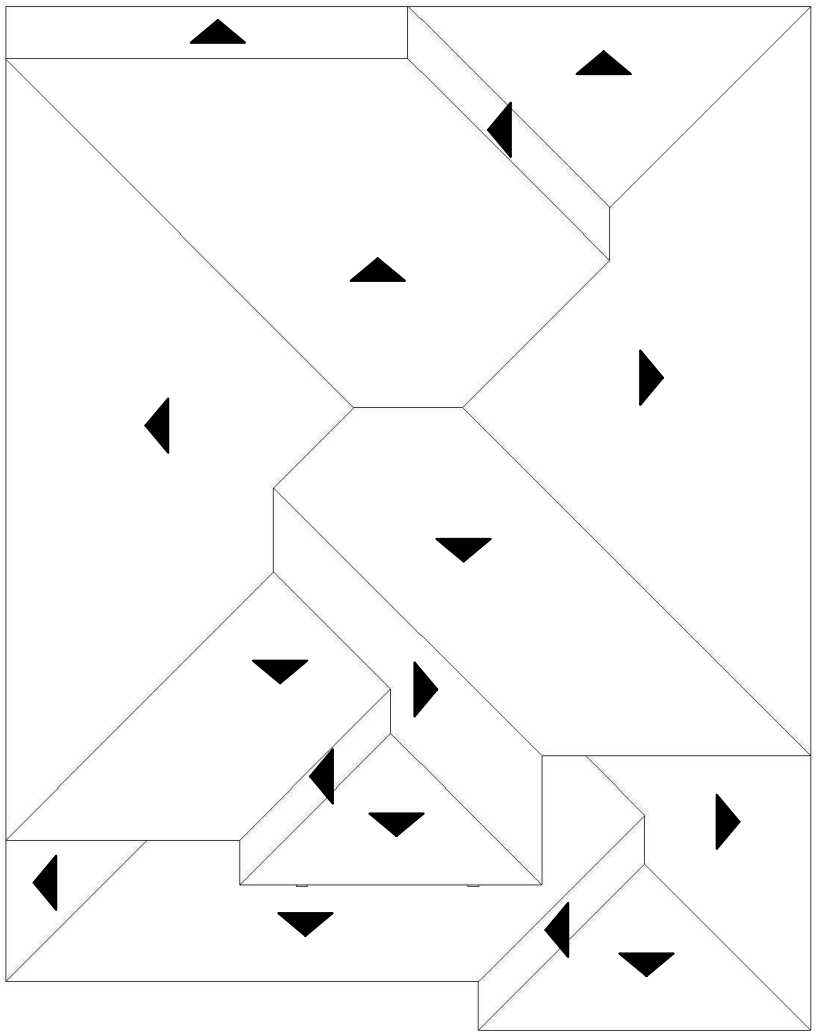
PLAN 1 - EXTERIOR ELEVATIONS
4 PLEX - PLAINS CONTEMPORARY



RIGHT ELEVATION



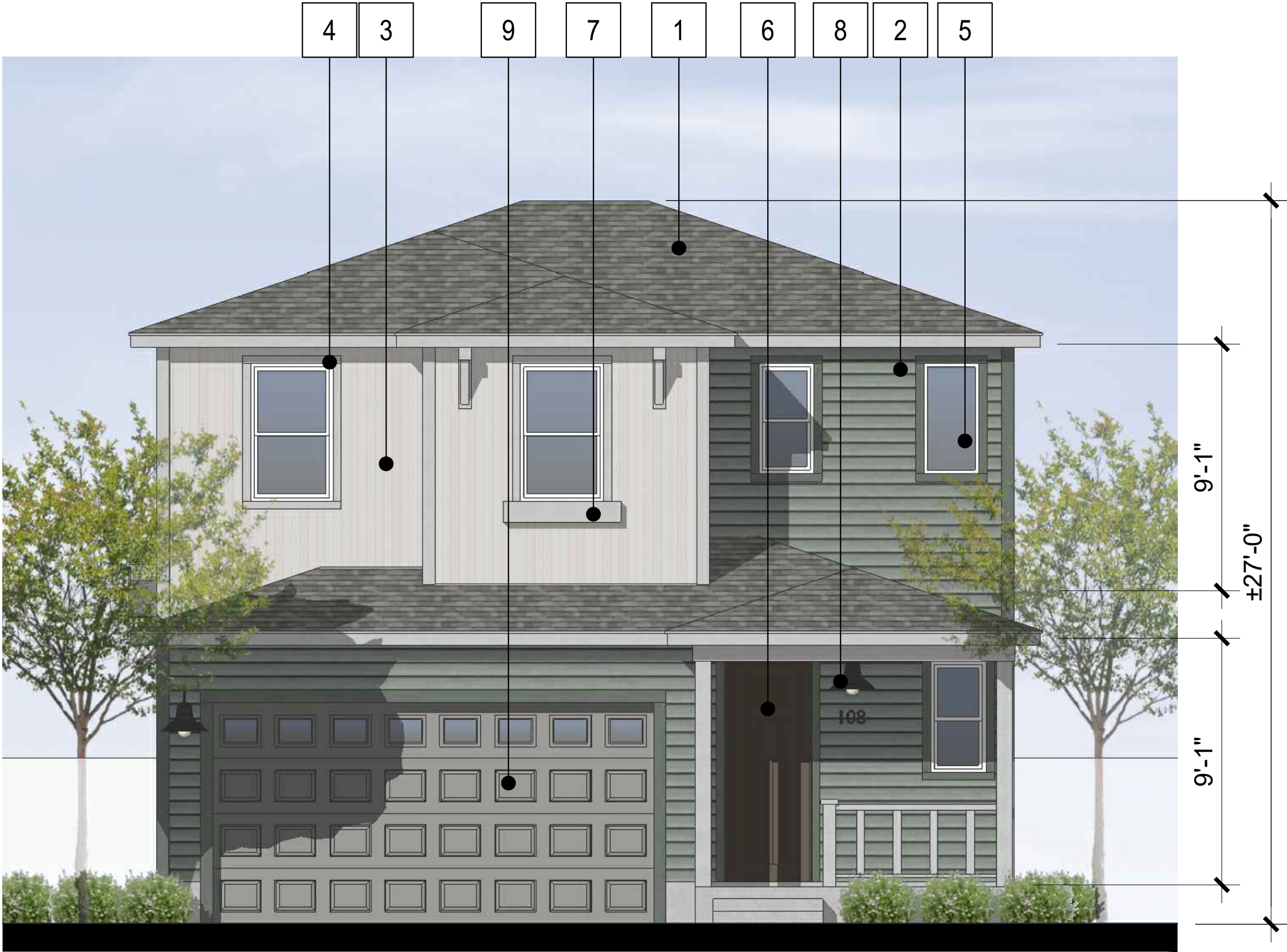
REAR ELEVATION



ROOF PLAN
SCALE: 1/8" = 1'-0"
PITCH: 4:12
EAVE: 1'-0"



LEFT ELEVATION



FRONT ELEVATION

MATERIAL LEGEND

- 1. ASPHALT SHINGLE ROOFING
- 2. HORIZONTAL SIDING
- 3. VERTICAL SIDING
- 4. COMPOSITE TRIM
- 5. VINYL WINDOWS
- 6. ENTRY DOOR
- 7. DECORATIVE POT SHELF
- 8. LIGHT FIXTURE
- 9. METAL SECTIONAL GARAGE

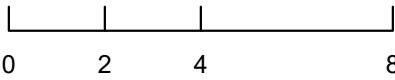


Architecture + Planning
888.456.5849
ktgy.com

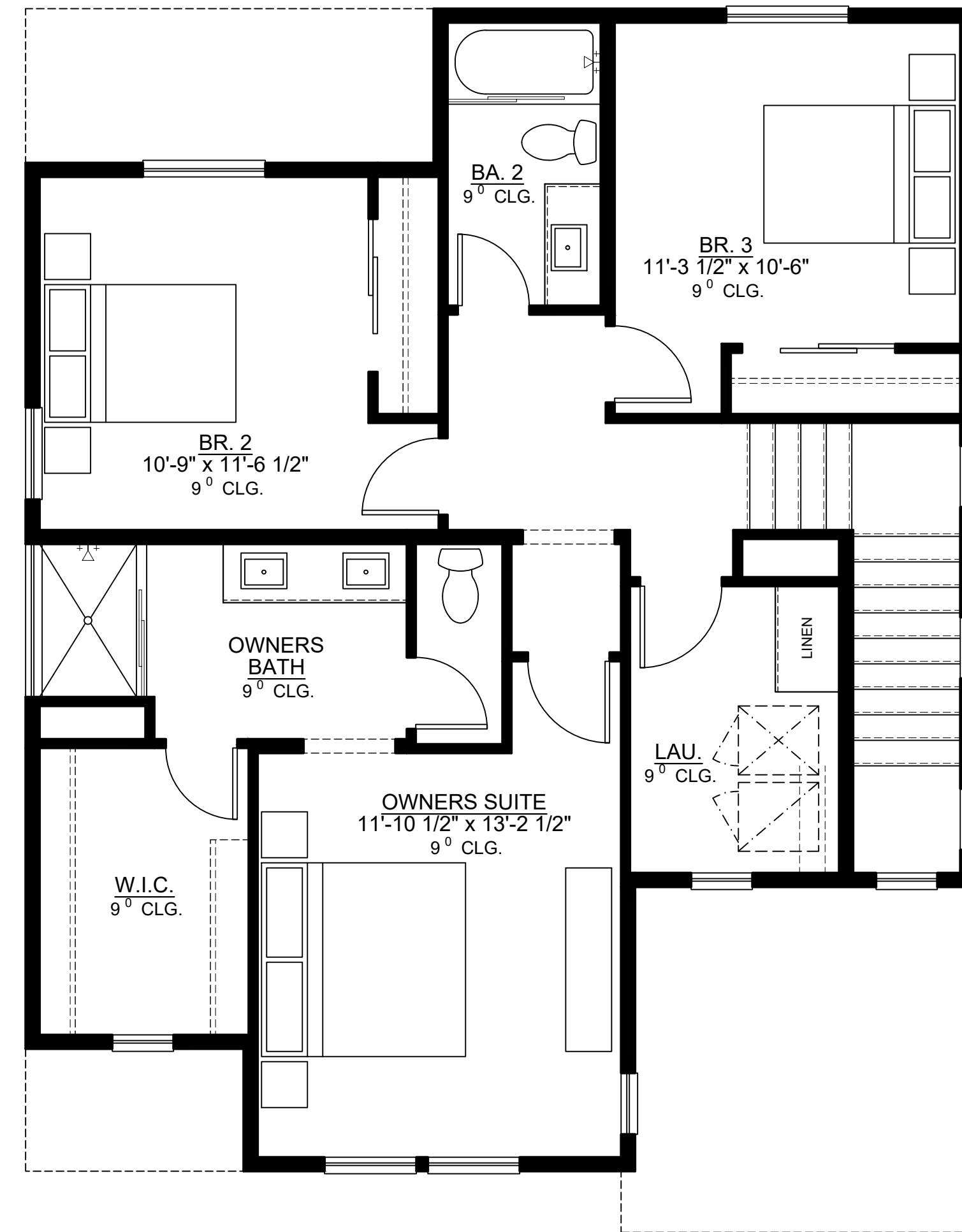
BROOKFIELD PROPERTIES
---, ---, ---

BAREFOOT
FIRESTONE, CO # 20230773

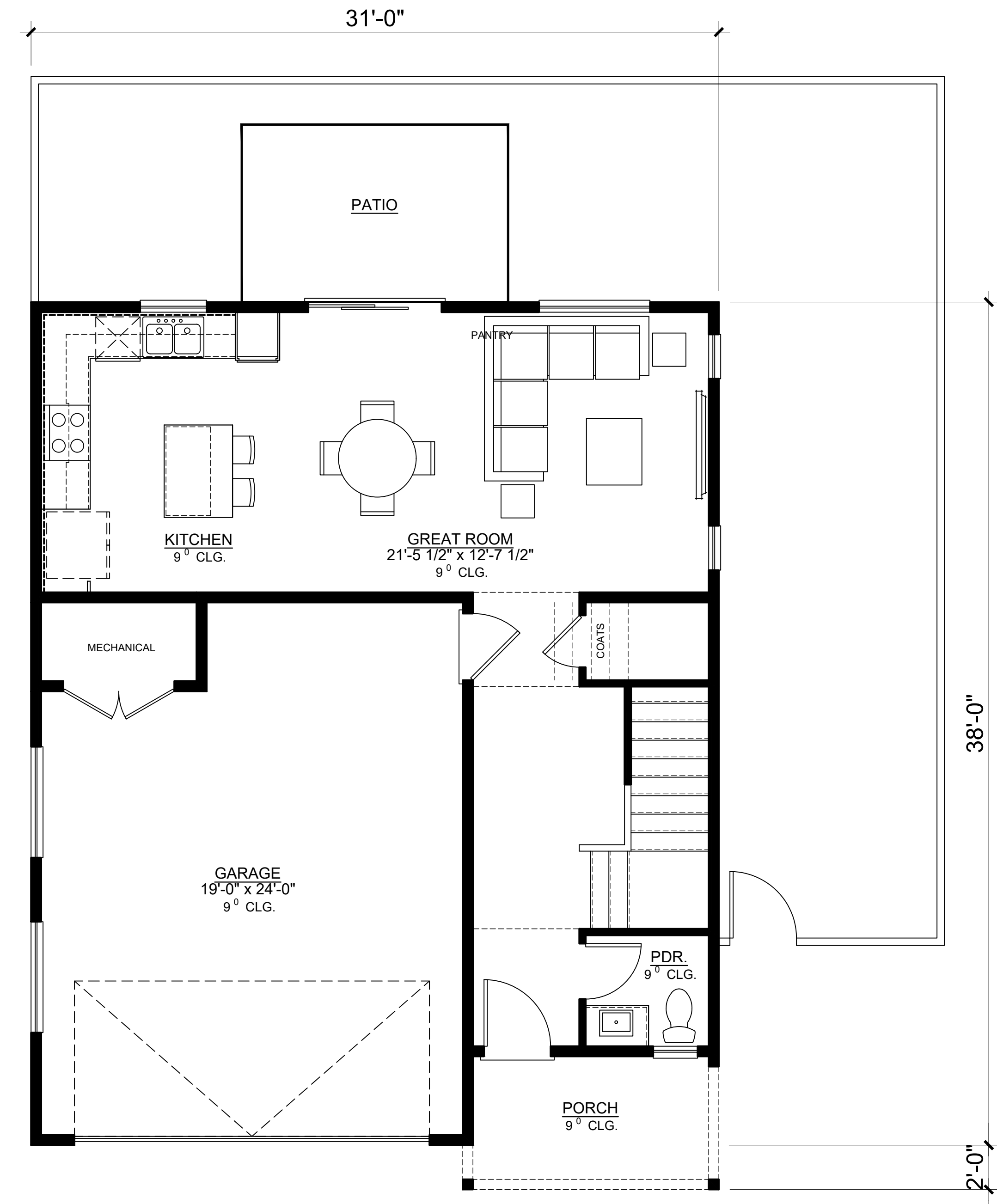
CONCEPTUAL DESIGN
MARCH 24, 2025



PLAN 1 - EXTERIOR ELEVATIONS
6 PLEX - PLAINS CONTEMPORARY



SECOND FLOOR



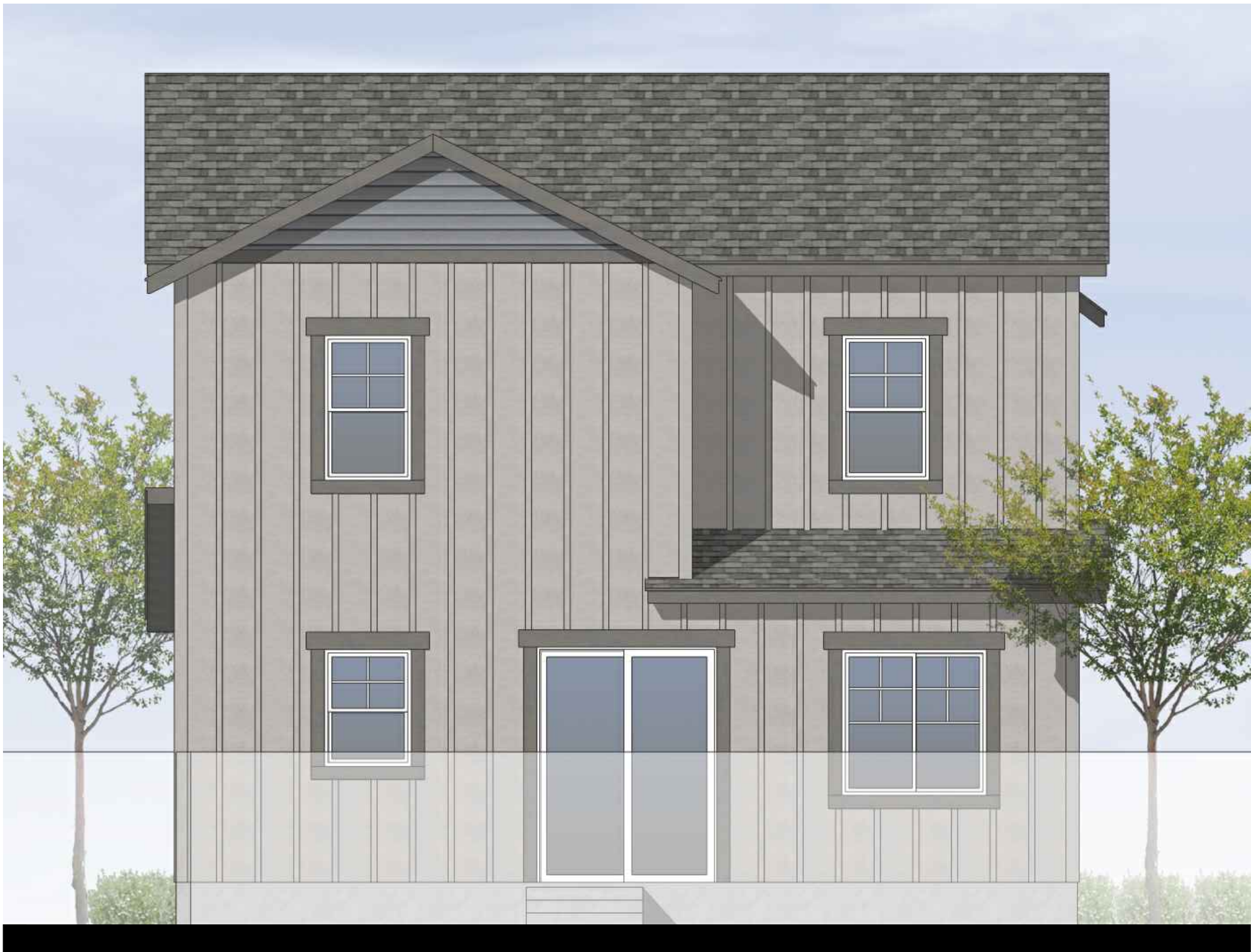
FIRST FLOOR

PLAN 2
3 BED / 2.5 BATHS

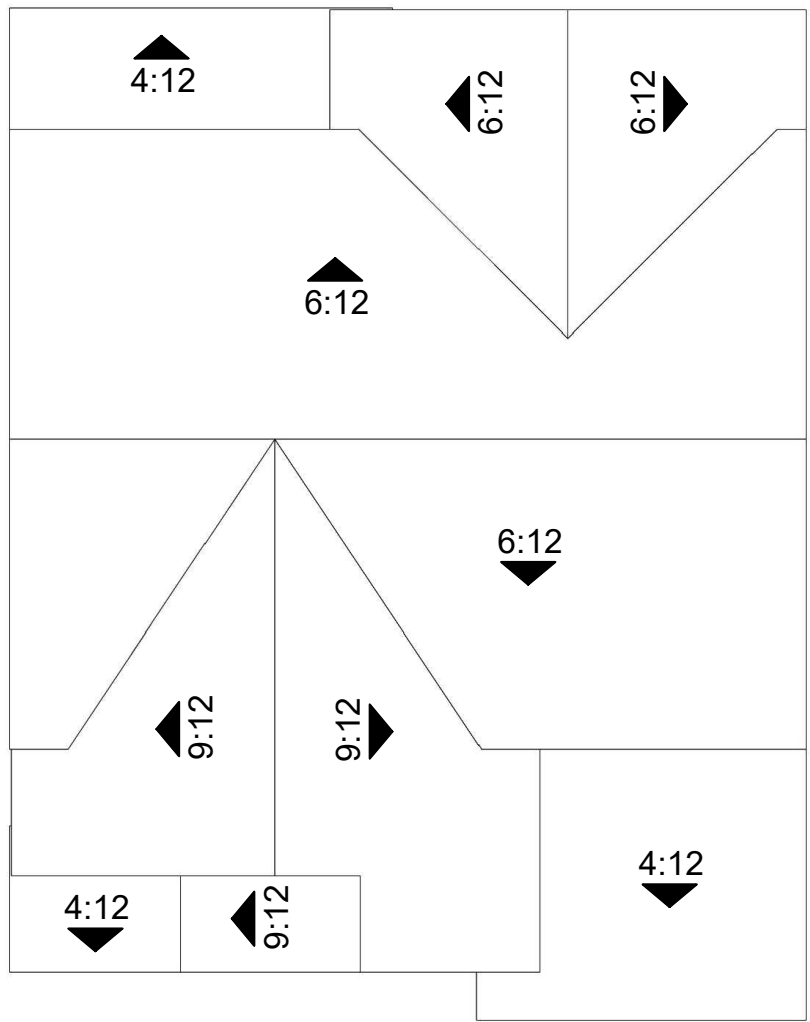
GROSS SQ. FT.	
1ST FLOOR	656 SQ. FT.
2ND FLOOR	934 SQ. FT.
TOTAL LIVING	1590 SQ. FT.
PORCH	67 SQ. FT.
GARAGE	478 SQ. FT.



RIGHT ELEVATION



REAR ELEVATION



ROOF PLAN
SCALE: 1/8" = 1'-0"
RAKE: 1'-0"
EAVE: 1'-0"



LEFT ELEVATION



FRONT ELEVATION

MATERIAL LEGEND

- 1. ASPHALT SHINGLE ROOFING
- 2. HORIZONTAL SIDING
- 3. BOARD AND BATTEN SIDING
- 4. COMPOSITE TRIM
- 5. VINYL WINDOWS
- 6. ENTRY DOOR
- 7. DECORATIVE POT SHELF
- 8. LIGHT FIXTURE
- 9. METAL SECTIONAL GARAGE

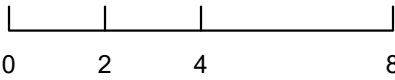


Architecture + Planning
888.456.5849
ktgy.com

BROOKFIELD PROPERTIES
---, ---, ---

BAREFOOT
FIRESTONE, CO # 20230773

CONCEPTUAL DESIGN
MARCH 24, 2025



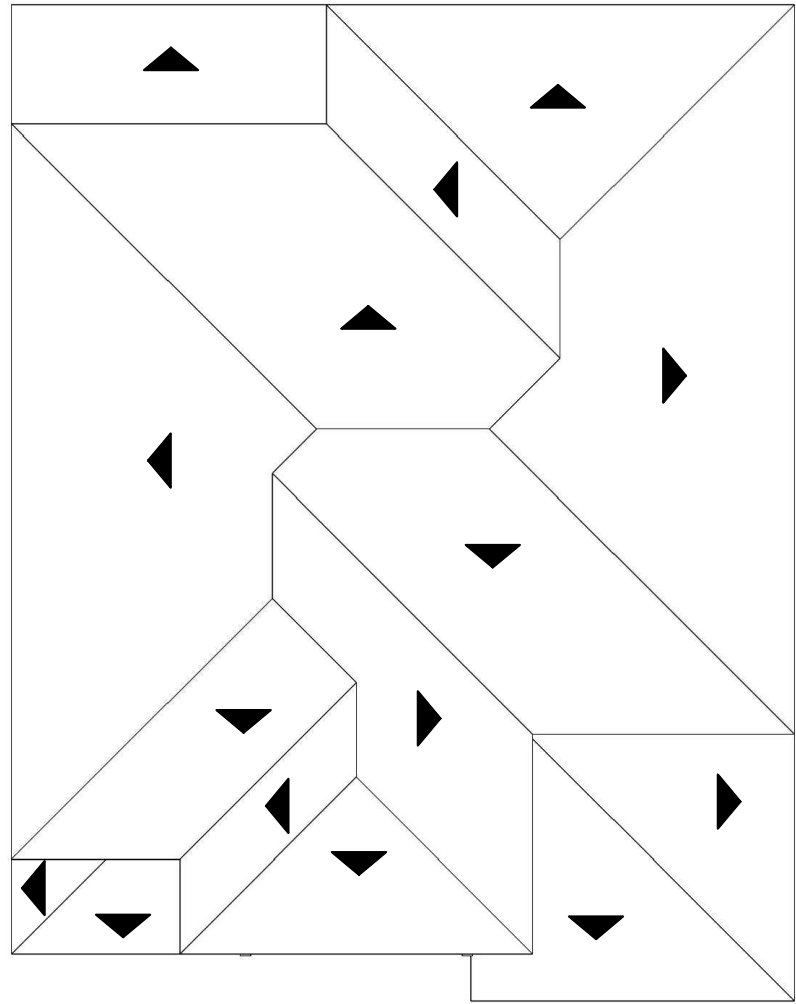
PLAN 2 - EXTERIOR ELEVATIONS
FOLK HOUSE CLASSIC



RIGHT ELEVATION



REAR ELEVATION



ROOF PLAN
SCALE: 1/8" = 1'-0"
PITCH: 4:12
EAVE: 1'-0"



LEFT ELEVATION



FRONT ELEVATION

MATERIAL LEGEND

- 1. ASPHALT SHINGLE ROOFING
- 2. HORIZONTAL SIDING
- 3. VERTICAL SIDING
- 4. COMPOSITE TRIM
- 5. VINYL WINDOWS
- 6. ENTRY DOOR
- 7. DECORATIVE POT SHELF
- 8. LIGHT FIXTURE
- 9. METAL SECTIONAL GARAGE

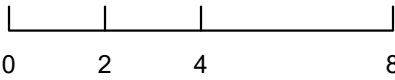


Architecture + Planning
888.456.5849
ktgy.com

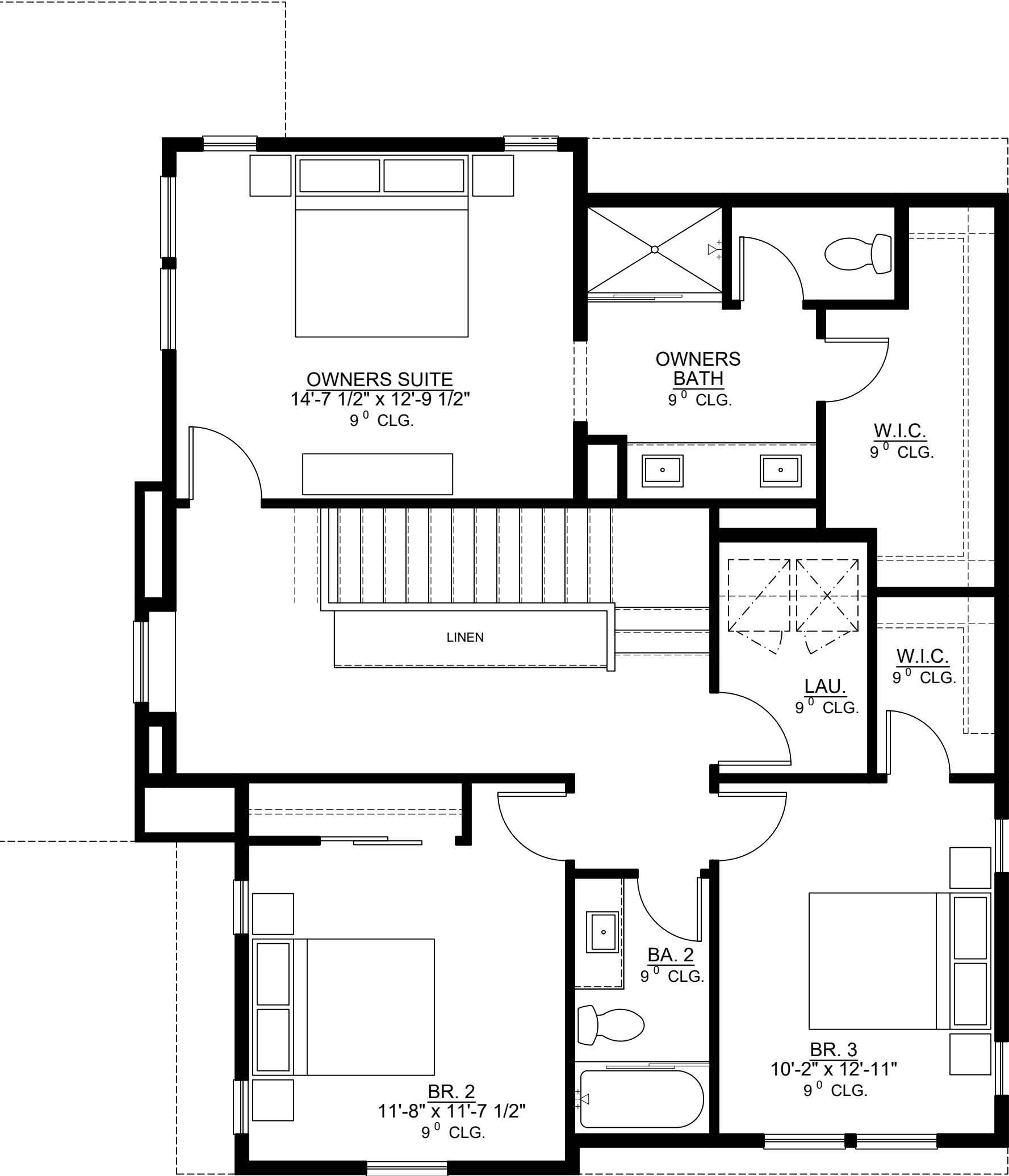
BROOKFIELD PROPERTIES
---, ---, ---

BAREFOOT
FIRESTONE, CO # 20230773

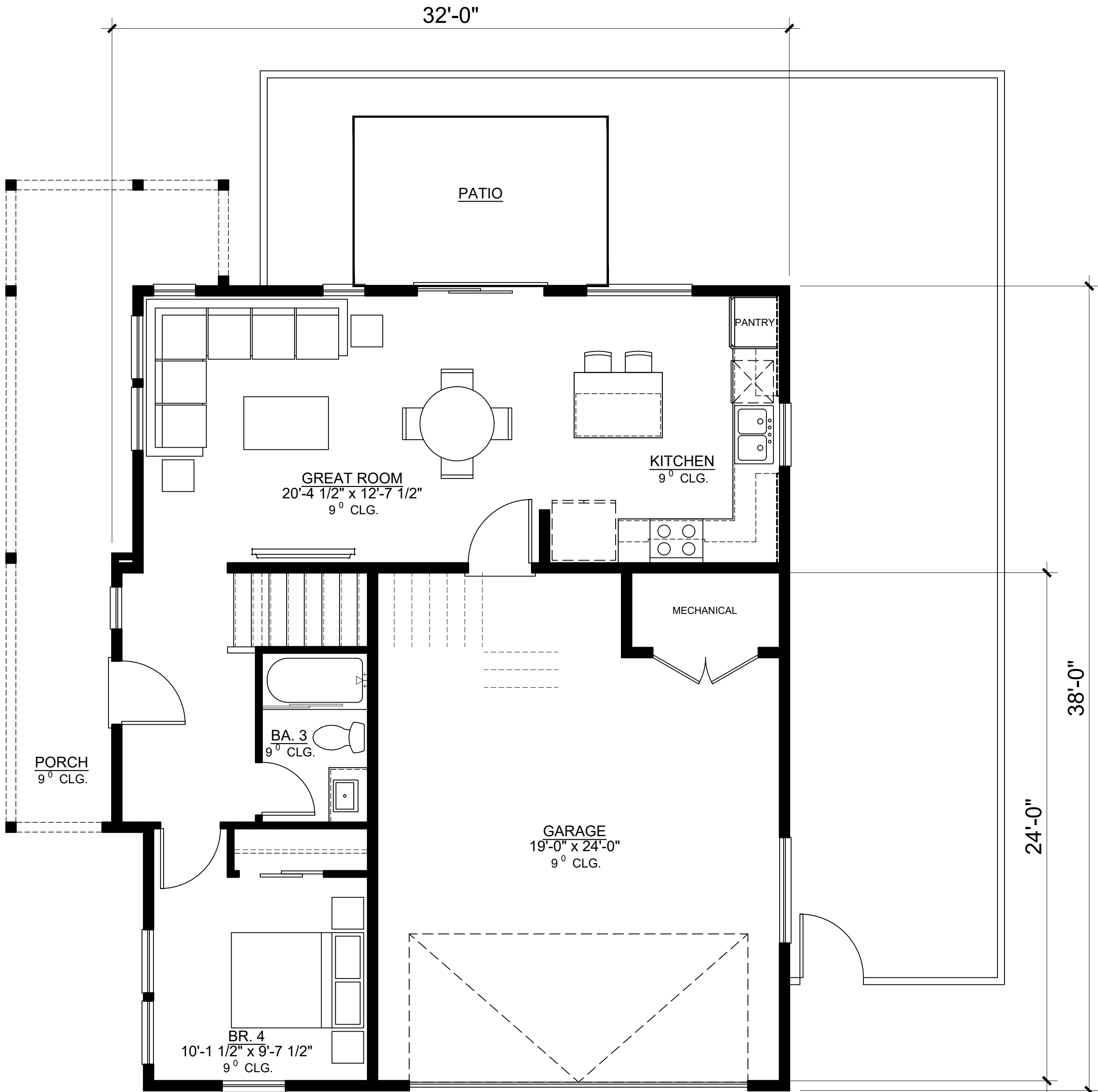
CONCEPTUAL DESIGN
MARCH 24, 2025



PLAN 2 - EXTERIOR ELEVATIONS
PLAINS CONTEMPORARY



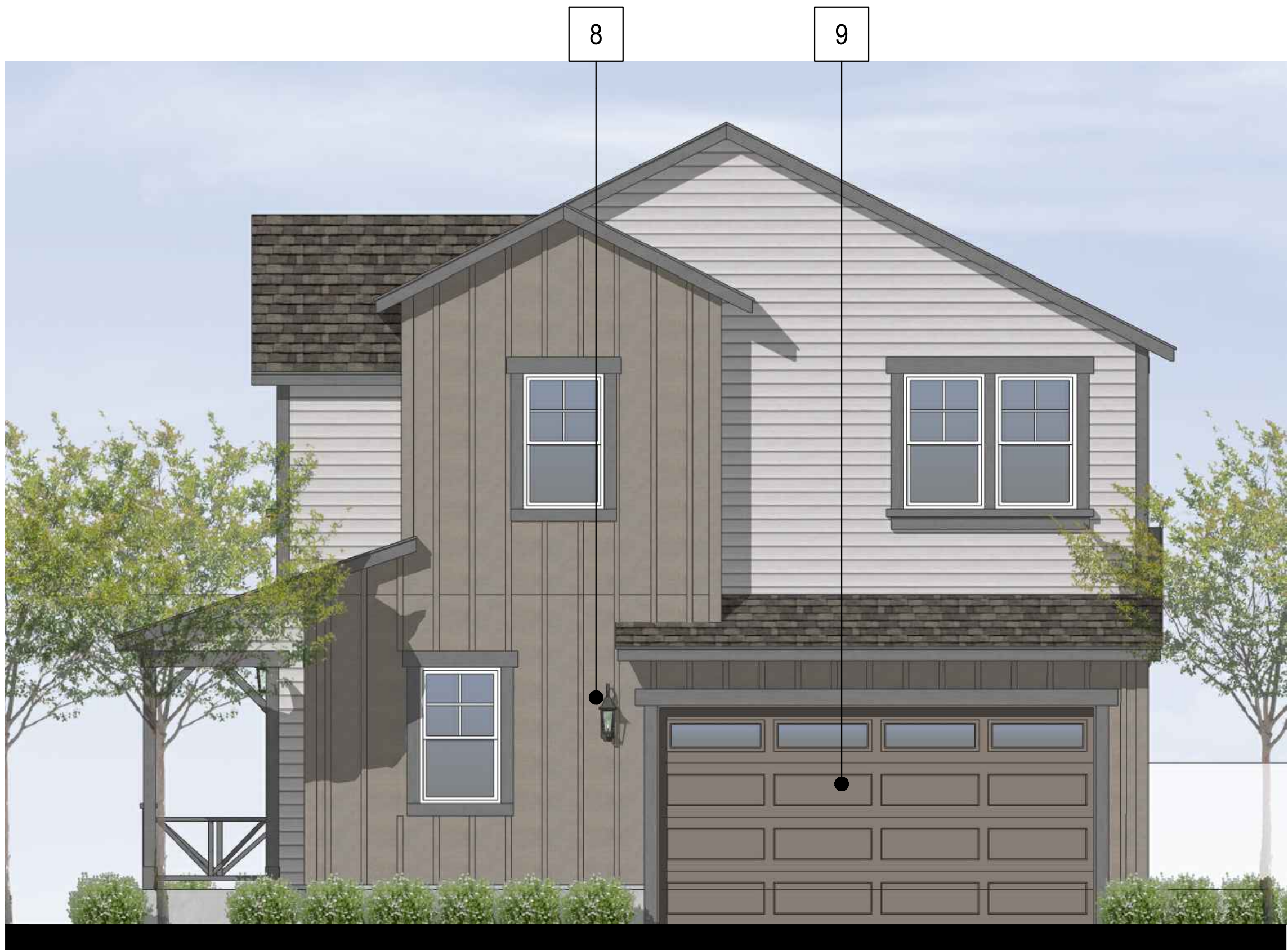
SECOND FLOOR



FIRST FLOOR

PLAN 3
4 BED / 3 BATHS

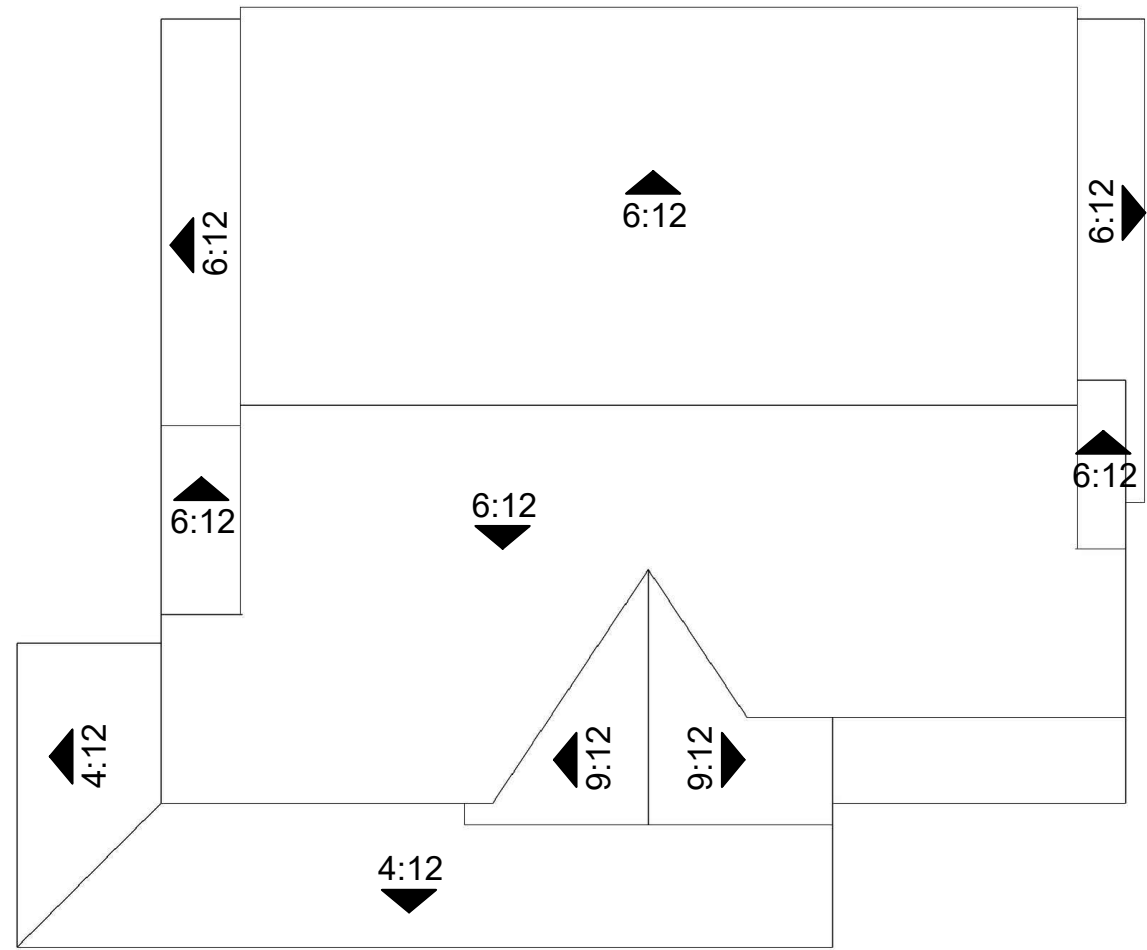
GROSS SQ. FT.	
1ST FLOOR	745 SQ. FT.
2ND FLOOR	1037 SQ. FT.
TOTAL LIVING	1782 SQ. FT.
PORCH	194 SQ. FT.
GARAGE	476 SQ. FT.



RIGHT ELEVATION



REAR ELEVATION



ROOF PLAN
SCALE: 1/8" = 1'-0"
RAKE: 1'-0"
EAVE: 1'-0"



LEFT ELEVATION



FRONT ELEVATION

MATERIAL LEGEND

- 1. ASPHALT SHINGLE ROOFING
- 2. HORIZONTAL SIDING
- 3. BOARD AND BATTEN SIDING
- 4. COMPOSITE TRIM
- 5. VINYL WINDOWS
- 6. ENTRY DOOR
- 7. DECORATIVE POT SHELF
- 8. LIGHT FIXTURE
- 9. METAL SECTIONAL GARAGE

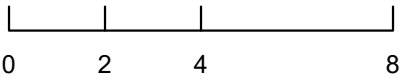


Architecture + Planning
888.456.5849
ktgy.com

BROOKFIELD PROPERTIES
---, ---, ---

BAREFOOT
FIRESTONE, CO # 20230773

CONCEPTUAL DESIGN
MARCH 24, 2025



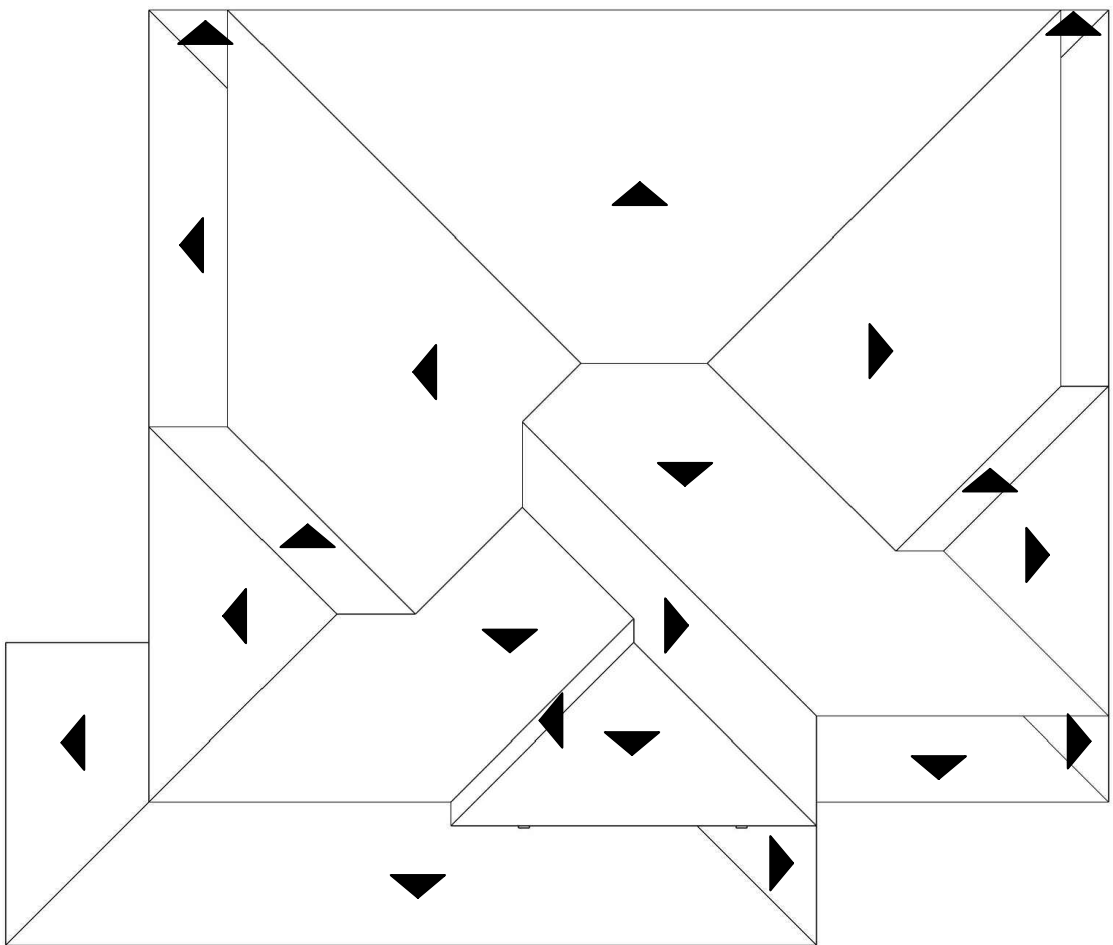
PLAN 3 - EXTERIOR ELEVATIONS
FOLK HOUSE CLASSIC



RIGHT ELEVATION



REAR ELEVATION



ROOF PLAN
SCALE: 1/8" = 1'-0"
PITCH: 4:12
EAVE: 1'-0"



LEFT ELEVATION



FRONT ELEVATION

MATERIAL LEGEND

- 1. ASPHALT SHINGLE ROOFING
- 2. HORIZONTAL SIDING
- 3. VERTICAL SIDING
- 4. COMPOSITE TRIM
- 5. VINYL WINDOWS
- 6. ENTRY DOOR
- 7. DECORATIVE POT SHELF
- 8. LIGHT FIXTURE
- 9. METAL SECTIONAL GARAGE

AGENDA INFORMATION MEMORANDUM

TOWN OF FIRESTONE PLANNING AND ZONING COMMISSION



AIM No.: 6.c

Land Development

Meeting Date: July 23, 2025

Initiated By: Pam Howard

Department: Planning & Development

AGENDA ITEM

PUBLIC HEARING: ORDINANCE 1065: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTERS 7 AND 11 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO VESTED PROPERTY RIGHTS

RECOMMENDATION

Staff recommends that the Board of Trustees approve Ordinance 1065.

SUMMARY

Ordinance 1065 adds a section to Chapter 7: Review and Approval Procedures of the Firestone Development Code (FDC), creating an approval process for the creation of Vested Property Rights, and adds the associated definitions to Chapter 11: Definitions.

HISTORY AND PREVIOUS BOARD ACTION

The Firestone Development Code was adopted by the Board of Trustees on June 24, 2020 (Ordinance 976), and the code became effective on July 30, 2020. Several amendments have been approved since that time.

ATTACHMENTS

1. Ordinance 1065 Vested Property Rights
2. Resolution PC-25-07 Recommending Approval of Ordinance 1065

ORDINANCE NO. 1065

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTERS 7 AND 11 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO VESTED PROPERTY RIGHTS

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 68, Title 24 of the Colorado Revised Statutes, the Town has authority to provide for the establishment of Vested Property Rights and to identify the type or types of development applications approvals within the FDC that will cause property rights to vest regulate, for the purposes of promoting the public health, safety, convenience, and the general welfare of the community; and

WHEREAS, the Town Board of Trustees has determined that the Town’s current vesting provisions and review and approval procedures for Site-Specific Development Plans, all as set forth in the FDC, are inadequate; and

WHEREAS, the Board of Trustees desires to amend certain provisions of Chapters 7 and 11 of the FDC to accomplish this objective; 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. Table 7-1 (Summary of Administration and Review Roles) of Section 16.7.1 of the Firestone Development Code shall be amended by adding the following new row within the “Procedure” column of the table immediately after the *Appeals* category row, to read as follows:

DECISION-MAKING BODY							NOTICE REQUIRED			
Procedure	Section	Board of Trustees	Planning Comm.	Board of Adjstmnt.	Chief Building Official	Town Staff	Referral Agencies/ Consultants	Town	Mailed	Property Posted
Vested Rights	7.21	D-H				R	R	X	X	X

Section 2. Chapter 7 “Review and Approval Procedures,” of the Firestone Development Code shall be amended by adding a new Section 16.7.21, “Vested Rights,” to read in full as follows:

16.7.21 Vested Property Rights

A. Purpose

This section specifies procedures necessary to implement Article 68 of Title 24, CRS, which establishes a Vested Property Right to undertake and complete development of real property under the terms and conditions of an approved Site-Specific Development Plan. No Vested Property Rights shall be created within the Town except through a Site-Specific Development Plan. Nothing in this Section is intended to create any Vested Property Right, but only to implement Article 68 of Chapter 24, C.R.S., as amended.

B. General Provisions

1. Request for Site-Specific Development Plan approval

Land Owners wishing the creation of Vested Property Rights pursuant to Article 68 of Title 24, C.R.S. shall request such approval in writing at least thirty (30) days prior to the date that the approval is to be considered. Failure of the land Owner to request such an approval renders the application type not a “Site-Specific Development Plan” and no Vested Property Rights shall be deemed to have been created.

2. Notice and hearing

No Site-Specific Development Plan shall be approved until the Town publishes notice of a Public Hearing in accordance with the applicable development application notification requirements of this FDC. Such notice may, at the Town’s option, be combined with any other required notice. At such a hearing, all interested persons shall have an opportunity to be heard.

3. Multi-phase Developments

Any Site-Specific Development Plan for a multiple-phase development may have separate vesting periods created for each phase. The vesting for any subsequent phase may be contingent upon completion of the preceding phase and review by the Board of Trustees. Such review shall include but not be limited to whether the land Owner or developer is in compliance with its obligations to the town, including but not limited to the Site-Specific Development Plan, the development agreement and any other agreements between the land Owner and the Town, as they may have been amended from time to time.

4. Approval, conditional approval, effective date, amendments, referendum, and review

- a. Any approval of a Site-Specific Development Plan, or amendment to an existing Site-Specific Development Plan, that creates Vested Property Rights shall be adopted by ordinance as a legislative act.

- b. A Site-Specific Development Plan shall be deemed approved upon the effective date of the Town action granting final approval of the application. The Vested Property Right shall attach to and run with the applicable property and shall confer upon the land Owner the right to undertake and complete the development and use of said property under the terms and conditions of the Site-Specific Development Plan.
- c. The Board of Trustees may approve a Site-Specific Development Plan with terms and conditions as may be necessary to protect the public health, safety, and welfare. Such conditional approval will result in a Vested Property Right, although failure to abide by all such terms and conditions shall result in a forfeiture of the Vested Property Right.
- d. In the event amendments to a Site-Specific Development Plan are approved, the effective date of such amendments, for purposes of duration of a Vested Property Right, shall be the date of the approval of the original Site-Specific Development Plan, and the vesting period of the original Site-Specific Development Plan shall not be extended by any amendments to a Site-Specific Development Plan unless the Board of Trustees specifically finds to the contrary, incorporates such findings in its approval of the amendment, and authorizes an extended vesting period.
- e. The approval of Vested Property Rights shall be subject to all rights of referendum and judicial review, except that the period of time permitted by law for the exercise of such rights shall not begin to run until the date of publication of a notice to the general public of the Site-Specific Development Plan and creation of Vested Property Rights.
- f. Following approval or conditional approval of a Site-Specific Development Plan, nothing contained in this Section or Article 68 of Chapter 24, C.R.S., shall exempt such a plan from subsequent reviews and approvals by the Town to ensure compliance with the terms and conditions of the original approval, if such further reviews and approvals are not inconsistent with said original approval.

C. Notice of Approval

1. Each Site-Specific Development Plan shall contain the following notice:

“This plan or agreement constitutes a Site-Specific Development Plan as defined in Article 68 of Title 24, CRS and as adopted as part of the Firestone Development Code by the Town of Firestone, Colorado.”

2. The failure of the document constituting a Site-Specific Development Plan to contain the language specified in subsection C.1., above, shall invalidate and void the creation of the Vested Property Right.

3. A notice stating that a Vested Property Right has been created shall be published once by the Town in a newspaper of general circulation in the Town not more than 14 days after final adoption of the ordinance approving the Site-Specific Development Plan. The notice shall include the following information:
 - a. A statement advising the public of the Site-Specific Development Plan approval, including the name of the project and general location of the specific property or development parcels affected.
 - b. A statement that a Vested Property Right has been created in accordance with Article 68 of Title 24, Colorado Revised Statutes, and Section 16.7.21 of the Firestone Development Code.

D. Duration of Vested Property Right

1. A property right that has been vested as provided herein shall, upon compliance with the terms and conditions of the approval thereof, remain vested for a period of three (3) years, except that the Board of Trustees may, in its sole legislative discretion, approve a period of Vested Property Rights exceeding three years. In so determining, the Board of Trustees may consider the following criteria:
 - a. The size and phasing of the development, and specifically, but not limited to, whether the development can be reasonably completed within the vested rights period;
 - b. Economic cycles (including local, regional, state, and national economic cycles);
 - c. Market conditions, and specifically, but not limited to, absorption rates for leasing and sales of similar development projects;
 - d. Compliance with the Town's Comprehensive Plan and other community planning documents;
 - e. Proposed public amenities and benefits that enhance the project and the overall attractiveness of the community, including the degree to which such public amenities and benefits are defined in terms of design, timeframe, and phasing with development;
 - f. Projected public financial benefits or costs estimated to be caused by the development project, including the timeframe for realization by the Town or other public entities and potential costs for operation and maintenance of any new public amenities or Infrastructure dedicated to the Town or other public entities;
 - g. The breadth and scope of the requested Vested Property Right, including but not limited to, the extent to which such Vested Property Right restricts the Town's ability to apply future legislatively adopted fees and regulations

for the purpose of providing Public Infrastructure, public services and Public Facilities and for the purpose of meeting evolving community needs;

- h. Any proposed modifications to previously approved Vested Property Rights to address changed conditions within the Town, compliance with the Comprehensive Plan and other community planning documents, or performance of previously approved Site-Specific Development Plans; and
 - i. Any other factors deemed relevant by the Board of Trustees when determining to grant a Vested Property Right for a period greater than three (3) years.
- 2. The vesting period shall not be extended by any amendments to a Site-Specific Development Plan unless expressly authorized by the Board of Trustees in an ordinance approving such amendments. For purposes of this Title, completion of a development shall include installation of all engineered Improvements (i.e., water, wastewater, Streets, curb, gutter, Sidewalks, fire hydrants and storm drainage Improvements) in accordance with the Firestone Development Code and all applicable Town rules and regulations.

E. Extensions

A Vested Property Right may be extended for periods of one (1) year by the Board of Trustees. The property Owner must request an extension in writing not later than 120 days prior to the date of expiration of the Vested Property Right. Prior to the expiration of the original vesting timeframe or the extension timeframe, an Applicant may formally request an additional extension if substantial progress has been made on installation of Public Improvements. In considering whether to grant an extension, the Board of Trustees shall apply the following criteria:

- 1. That there is no conflict with this FDC or that any conflict with the FDC can be corrected by an amendment to the Site-Specific Development Plan, which shall be presented with the request for extension.
- 2. That the Applicant has demonstrated that the Site-Specific Development Plan continues to be compatible with Adjacent properties and the surrounding areas or that compatibility may be established by an amendment to the plan, which shall be presented with the request for an extension.
- 3. That the Applicant has demonstrated that the Site-Specific Development Plan is consistent with the Town's Comprehensive Plan.

F. Other Provisions Unaffected

Approval of a Site-Specific Development Plan shall not constitute an exemption or waiver of any other provisions or requirements of this FDC or the Town pertaining to the development or use of property, adopted or applicable before or after the approval of the Site-Specific Development Plan.

G. Payment of Costs

In addition to any and all other fees and charges imposed by this FDC, the Applicant for approval of a Site-Specific Development Plan shall pay all costs incurred by the Town related to such application, including but not limited to publication of notices, Public Hearing costs, county recording fees and third-party review costs.

H. Limitations

This Section is enacted pursuant to the provisions of Article 68 of Title 24, C.R.S. In the event of the repeal of said Section or a judicial determination that said Section is invalid or unconstitutional, this section shall be deemed to be repealed and the provisions hereof no longer effective.

I. Disclosure of Previously Granted Vested Property Rights and Hazards

1. Any petition for annexation to the Town shall describe all Vested Property Rights approved by any local or county government in effect at the time of the petition, if any, and shall be accompanied by all Site-Specific Development Plans approved by any local government. Failure to identify any previously approved Vested Property Right and to provide all approved Site-Specific Development Plans shall constitute a waiver of the Vested Property Rights created by any other local or county government upon annexation to the Town, unless specifically provided otherwise in the ordinance of annexation adopted by the Town.
2. The Applicant shall be required to include with any application submitted for approval as a Site-Specific Development Plan, notice of any natural or human-made hazards on or in the immediate vicinity of the subject property that are known to the Applicant or could be discovered at the time of submission of the application. Should a hazard on or in the immediate vicinity of the property be discovered subsequent to the approval of a Site-Specific Development Plan, which would pose a serious threat to the public health, safety and welfare and is not corrected by the Applicant, the Vested Property Right created by such Site-Specific Development Plan shall be forfeited by the Applicant.

J. Waiver of Vested Property Rights

An Applicant may waive a Vested Property Right by separate agreement, which shall be recorded in the office of the appropriate County Clerk and Recorder. Unless otherwise agreed to by the Town, any land Owner requesting annexation to the Town shall waive in writing any preexisting Vested Property Rights as a condition of such annexation.

K. Forfeiture

1. Failure to abide by the terms and conditions of a Site-Specific Development Plan may result in a forfeiture of the Vested Property Rights in accordance with the procedures set forth herein.

2. The process to consider forfeiture of Vested Property Rights shall be initiated by passage of a resolution by the Board of Trustees stating the grounds therefore.
3. No Vested Property Right shall be deemed forfeited until after providing notice and conducting a Public Hearing. Notice shall be provided at least 30 days prior to the date of the Public Hearing, by publishing notice in a newspaper of general circulation in the Town of Firestone and by mailing notice to the property Owner(s), sent to the address of record according the County Assessor's records via first class United States mail. A copy of the resolution initiating the process to consider forfeiture of the Vested Property Right shall be included with the mailed notice to the property Owner(s).
4. At the Public Hearing, the Board of Trustees shall consider all evidence and testimony presented concerning any failure to abide by the terms and conditions of a Site-Specific Development Plan. The Board of Trustees may continue the Public Hearing to allow additional evidence to be presented.
5. If the Board of Trustees finds a failure to abide by the terms and conditions of an approved Site-Specific Development Plan, the Board of Trustees may take action by ordinance to declare the Vested Property Rights forfeited. The forfeiture of a Vested Property Right shall have no effect upon public Streets, Alleys, Rights-Of-Way, or other lands or Easements previously dedicated or conveyed to the Town or other public entities pursuant to the terms of a Site-Specific Development Plan. Upon forfeiture of Vested Property Rights, the Site-Specific Development Plan shall be subject to all zoning, land use, and general regulations in effect at the time of forfeiture and as such may be amended from time to time thereafter.

Section 4. Section 16.11.3, "Definitions," of the Firestone Development Code is hereby amended by adding the following new definition, to be inserted in alphabetical order, and to read in full as follows:

Site-Specific Development Plan: Any of the following:

- (a) A Special Review Use approved pursuant to Section 16.7.11.
- (b) A Final Plat approved pursuant to Section 16.7.6.D.
- (c) A PUD-DP approved pursuant to Section 16.7.4 and Section 16.7.5.
- (d) A Final Development Plan approved pursuant to Section 16.7.10.
- (e) The following are specifically excluded from, and shall not constitute, a Site-Specific Development Plan: Variances issued by the Board of Adjustment, sketch plans, preliminary plans, Preliminary Plats, annexation ordinances, annexation agreements, business licenses, Floodway or Floodplain Permits, franchises, temporary use permits, any Comprehensive Plan element, creation of Improvement districts, zoning or rezoning, final

architectural plans, or final construction drawings and related documents specifying materials and methods for construction of Improvements.

Section 5. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision 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 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED
IN FULL this __ day of _____, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Granados Luna, CMC Town Clerk

Marshall Keith Martin, Town Attorney

FIRESTONE PLANNING & ZONING COMMISSION

RESOLUTION NO. PC-25-07

**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
VESTED PROPERTY RIGHTS**

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 July 17, 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 17th DAY OF JULY, 2025

ATTEST:

Rusti Reberto
Secretary



[Signature]
Chairperson

EXHIBIT A

ORDINANCE NO. 1065

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTERS 7 AND 11 OF TITLE 16 (FIRESTONE DEVELOPMENT CODE) OF THE FIRESTONE MUNICIPAL CODE, PERTAINING TO VESTED PROPERTY RIGHTS

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 68, Title 24 of the Colorado Revised Statutes, the Town has authority to provide for the establishment of Vested Property Rights and to identify the type or types of development applications approvals within the FDC that will cause property rights to vest regulate, for the purposes of promoting the public health, safety, convenience, and the general welfare of the community; and

WHEREAS, the Town Board of Trustees has determined that the Town's current vesting provisions and review and approval procedures for Site-Specific Development Plans, all as set forth in the FDC, are inadequate; and

WHEREAS, the Board of Trustees desires to amend certain provisions of Chapters 6 and 11 of the FDC to accomplish this objective; 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. Table 7-1 (Summary of Administration and Review Roles) of Section 16.7.1 of the Firestone Development Code shall be amended by adding the following new row within the "Procedure" column of the table immediately after the *Appeals* category row, to read as follows:

Procedure	Section	DECISION-MAKING BODY						NOTICE REQUIRED		
		Board of Trustees	Planning Comm.	Board of Adjstmnt.	Chief Building Official	Town Staff	Referral Agencies/ Consultants	Town	Mailed	Property Posted
Vested Rights	7.21	D-H				R	R	X	X	X

Section 2. Chapter 7 “Review and Approval Procedures,” of the Firestone Development Code shall be amended by adding a new Section 16.7.21, “Vested Rights,” to read in full as follows:

16.7.21 Vested Property Rights

A. Purpose

This section specifies procedures necessary to implement Article 68 of Title 24, CRS, which establishes a Vested Property Right to undertake and complete development of real property under the terms and conditions of an approved Site-Specific Development Plan. No Vested Property Rights shall be created within the Town except through a Site-Specific Development Plan. Nothing in this Section is intended to create any Vested Property Right, but only to implement Article 68 of Chapter 24, C.R.S., as amended.

B. General Provisions

1. Request for Site-Specific Development Plan approval

Land Owners wishing the creation of Vested Property Rights pursuant to Article 68 of Title 24, C.R.S. shall request such approval in writing at least thirty (30) days prior to the date that the approval is to be considered. Failure of the land Owner to request such an approval renders the application type not a “Site-Specific Development Plan” and no Vested Property Rights shall be deemed to have been created.

2. Notice and hearing

No Site-Specific Development Plan shall be approved until the Town publishes notice of a Public Hearing in accordance with the applicable development application notification requirements of this FDC. Such notice may, at the Town’s option, be combined with any other required notice. At such a hearing, all interested persons shall have an opportunity to be heard.

3. Multi-phase Developments

Any Site-Specific Development Plan for a multiple-phase development may have separate vesting periods created for each phase. The vesting for any subsequent phase may be contingent upon completion of the preceding phase and review by the Board of Trustees. Such review shall include but not be limited to whether the land Owner or developer is in compliance with its obligations to the town, including but not limited to the Site-Specific Development Plan, the development agreement and any other agreements between the land Owner and the Town, as they may have been amended from time to time.

4. Approval, conditional approval, effective date, amendments, referendum, and review

- a. Any approval of a Site-Specific Development Plan, or amendment to an existing Site-Specific Development Plan, that creates Vested Property Rights shall be adopted by ordinance as a legislative act.

- b. A Site-Specific Development Plan shall be deemed approved upon the effective date of the Town action granting final approval of the application. The Vested Property Right shall attach to and run with the applicable property and shall confer upon the land Owner the right to undertake and complete the development and use of said property under the terms and conditions of the Site-Specific Development Plan.
- c. The Board of Trustees may approve a Site-Specific Development Plan with terms and conditions as may be necessary to protect the public health, safety, and welfare. Such conditional approval will result in a Vested Property Right, although failure to abide by all such terms and conditions shall result in a forfeiture of the Vested Property Right.
- d. In the event amendments to a Site-Specific Development Plan are approved, the effective date of such amendments, for purposes of duration of a Vested Property Right, shall be the date of the approval of the original Site-Specific Development Plan, and the vesting period of the original Site-Specific Development Plan shall not be extended by any amendments to a Site-Specific Development Plan unless the Board of Trustees specifically finds to the contrary, incorporates such findings in its approval of the amendment, and authorizes an extended vesting period.
- e. The approval of Vested Property Rights shall be subject to all rights of referendum and judicial review, except that the period of time permitted by law for the exercise of such rights shall not begin to run until the date of publication of a notice to the general public of the Site-Specific Development Plan and creation of Vested Property Rights.
- f. Following approval or conditional approval of a Site-Specific Development Plan, nothing contained in this Section or Article 68 of Chapter 24, C.R.S., shall exempt such a plan from subsequent reviews and approvals by the Town to ensure compliance with the terms and conditions of the original approval, if such further reviews and approvals are not inconsistent with said original approval.

C. Notice of Approval

1. Each Site-Specific Development Plan shall contain the following notice:

“This plan or agreement constitutes a Site-Specific Development Plan as defined in Article 68 of Title 24, CRS and as adopted as part of the Firestone Development Code by the Town of Firestone, Colorado.”

2. The failure of the document constituting a Site-Specific Development Plan to contain the language specified in subsection C.1., above, shall invalidate and void the creation of the Vested Property Right.

3. A notice stating that a Vested Property Right has been created shall be published once by the Town in a newspaper of general circulation in the Town not more than 14 days after final adoption of the ordinance approving the Site-Specific Development Plan. The notice shall include the following information:
 - a. A statement advising the public of the Site-Specific Development Plan approval, including the name of the project and general location of the specific property or development parcels affected.
 - b. A statement that a Vested Property Right has been created in accordance with Article 68 of Title 24, Colorado Revised Statutes, and Section 16.7.21 of the Firestone Development Code.

D. Duration of Vested Property Right

1. A property right that has been vested as provided herein shall, upon compliance with the terms and conditions of the approval thereof, remain vested for a period of three (3) years, except that the Board of Trustees may, in its sole legislative discretion, approve a period of Vested Property Rights exceeding three years. In so determining, the Board of Trustees may consider the following criteria:
 - a. The size and phasing of the development, and specifically, but not limited to, whether the development can be reasonably completed within the vested rights period;
 - b. Economic cycles (including local, regional, state, and national economic cycles);
 - c. Market conditions, and specifically, but not limited to, absorption rates for leasing and sales of similar development projects;
 - d. Compliance with the Town's Comprehensive Plan and other community planning documents;
 - e. Proposed public amenities and benefits that enhance the project and the overall attractiveness of the community, including the degree to which such public amenities and benefits are defined in terms of design, timeframe, and phasing with development;
 - f. Projected public financial benefits or costs estimated to be caused by the development project, including the timeframe for realization by the Town or other public entities and potential costs for operation and maintenance of any new public amenities or Infrastructure dedicated to the Town or other public entities;
 - g. The breadth and scope of the requested Vested Property Right, including but not limited to, the extent to which such Vested Property Right restricts the Town's ability to apply future legislatively adopted fees and regulations

for the purpose of providing Public Infrastructure, public services and Public Facilities and for the purpose of meeting evolving community needs;

- h. Any proposed modifications to previously approved Vested Property Rights to address changed conditions within the Town, compliance with the Comprehensive Plan and other community planning documents, or performance of previously approved Site-Specific Development Plans; and
 - i. Any other factors deemed relevant by the Board of Trustees when determining to grant a Vested Property Right for a period greater than three (3) years.
- 2. The vesting period shall not be extended by any amendments to a Site-Specific Development Plan unless expressly authorized by the Board of Trustees in an ordinance approving such amendments. For purposes of this Title, completion of a development shall include installation of all engineered Improvements (i.e., water, wastewater, Streets, curb, gutter, Sidewalks, fire hydrants and storm drainage Improvements) in accordance with the Firestone Development Code and all applicable Town rules and regulations.

E. Extensions

A Vested Property Right may be extended for periods of one (1) year by the Board of Trustees. The property Owner must request an extension in writing not later than 120 days prior to the date of expiration of the Vested Property Right. Prior to the expiration of the original vesting timeframe or the extension timeframe, an Applicant may formally request an additional extension if substantial progress has been made on installation of Public Improvements. In considering whether to grant an extension, the Board of Trustees shall apply the following criteria:

- 1. That there is no conflict with this FDC or that any conflict with the FDC can be corrected by an amendment to the Site-Specific Development Plan, which shall be presented with the request for extension.
- 2. That the Applicant has demonstrated that the Site-Specific Development Plan continues to be compatible with Adjacent properties and the surrounding areas or that compatibility may be established by an amendment to the plan, which shall be presented with the request for an extension.
- 3. That the Applicant has demonstrated that the Site-Specific Development Plan is consistent with the Town's Comprehensive Plan.

F. Other Provisions Unaffected

Approval of a Site-Specific Development Plan shall not constitute an exemption or waiver of any other provisions or requirements of this FDC or the Town pertaining to the development or use of property, adopted or applicable before or after the approval of the Site-Specific Development Plan.

G. Payment of Costs

In addition to any and all other fees and charges imposed by this FDC, the Applicant for approval of a Site-Specific Development Plan shall pay all costs incurred by the Town related to such application, including but not limited to publication of notices, Public Hearing costs, county recording fees and third-party review costs.

H. Limitations

This Section is enacted pursuant to the provisions of Article 68 of Title 24, C.R.S. In the event of the repeal of said Section or a judicial determination that said Section is invalid or unconstitutional, this section shall be deemed to be repealed and the provisions hereof no longer effective.

I. Disclosure of Previously Granted Vested Property Rights and Hazards

1. Any petition for annexation to the Town shall describe all Vested Property Rights approved by any local or county government in effect at the time of the petition, if any, and shall be accompanied by all Site-Specific Development Plans approved by any local government. Failure to identify any previously approved Vested Property Right and to provide all approved Site-Specific Development Plans shall constitute a waiver of the Vested Property Rights created by any other local or county government upon annexation to the Town, unless specifically provided otherwise in the ordinance of annexation adopted by the Town.
2. The Applicant shall be required to include with any application submitted for approval as a Site-Specific Development Plan, notice of any natural or human-made hazards on or in the immediate vicinity of the subject property that are known to the Applicant or could be discovered at the time of submission of the application. Should a hazard on or in the immediate vicinity of the property be discovered subsequent to the approval of a Site-Specific Development Plan, which would pose a serious threat to the public health, safety and welfare and is not corrected by the Applicant, the Vested Property Right created by such Site-Specific Development Plan shall be forfeited by the Applicant.

J. Waiver of Vested Property Rights

An Applicant may waive a Vested Property Right by separate agreement, which shall be recorded in the office of the appropriate County Clerk and Recorder. Unless otherwise agreed to by the Town, any land Owner requesting annexation to the Town shall waive in writing any preexisting Vested Property Rights as a condition of such annexation.

K. Forfeiture

1. Failure to abide by the terms and conditions of a Site-Specific Development Plan may result in a forfeiture of the Vested Property Rights in accordance with the procedures set forth herein.

2. The process to consider forfeiture of Vested Property Rights shall be initiated by passage of a resolution by the Board of Trustees stating the grounds therefore.
3. No Vested Property Right shall be deemed forfeited until after providing notice and conducting a Public Hearing. Notice shall be provided at least 30 days prior to the date of the Public Hearing, by publishing notice in a newspaper of general circulation in the Town of Firestone and by mailing notice to the property Owner(s), sent to the address of record according the County Assessor's records via first class United States mail. A copy of the resolution initiating the process to consider forfeiture of the Vested Property Right shall be included with the mailed notice to the property Owner(s).
4. At the Public Hearing, the Board of Trustees shall consider all evidence and testimony presented concerning any failure to abide by the terms and conditions of a Site-Specific Development Plan. The Board of Trustees may continue the Public Hearing to allow additional evidence to be presented.
5. If the Board of Trustees finds a failure to abide by the terms and conditions of an approved Site-Specific Development Plan, the Board of Trustees may take action by ordinance to declare the Vested Property Rights forfeited. The forfeiture of a Vested Property Right shall have no effect upon public Streets, Alleys, Rights-Of-Way, or other lands or Easements previously dedicated or conveyed to the Town or other public entities pursuant to the terms of a Site-Specific Development Plan. Upon forfeiture of Vested Property Rights, the Site-Specific Development Plan shall be subject to all zoning, land use, and general regulations in effect at the time of forfeiture and as such may be amended from time to time thereafter.

Section 4. Section 16.11.3, "Definitions," of the Firestone Development Code is hereby amended by adding the following new definition, to be inserted in alphabetical order, and to read in full as follows:

Site-Specific Development Plan: Any of the following:

- (a) A Special Review Use approved pursuant to Section 16.7.11.
- (b) A Final Plat approved pursuant to Section 16.7.6.D.
- (c) A PUD-DP approved pursuant to Section 16.7.4 and Section 16.7.5.
- (d) A Final Development Plan approved pursuant to Section 16.7.10.
- (e) The following are specifically excluded from, and shall not constitute, a Site-Specific Development Plan: Variances issued by the Board of Adjustment, sketch plans, preliminary plans, Preliminary Plats, annexation ordinances, annexation agreements, business licenses, Floodway or Floodplain Permits, franchises, temporary use permits, any Comprehensive Plan element, creation of Improvement districts, zoning or rezoning, final

architectural plans, or final construction drawings and related documents specifying materials and methods for construction of Improvements.

Section 5. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision 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 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED
IN FULL this __day of _____, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Granados Luna, CMC Town Clerk

Marshall Keith Martin, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.d

Land Development

Meeting Date: July 23, 2025

Initiated By:

Department: Administration

AGENDA ITEM

Resolution 25-84: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE BAREFOOT LAKES FILING 7B SUBDIVISION AGREEMENT

RECOMMENDATION

Approval of the Resolution.

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

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

On May 14, 2025, the Board of Trustees approved the Barefoot Lakes Filing 7B Final Subdivision Plat and authorized a Subdivision Development Agreement.

On November 16, 2023, the Planning and Zoning Commission recommended approval of Barefoot Lakes, Filing 7, Preliminary Plat, proposing 658 lots, 35 tracts, and four superblocks consisting of 433 single-family detached residential lots and 225 single-family attached residential lots, including 88 duplex lots and 137 townhome units, on 195.11 acres. The Board of Trustees found and determined that the final plat was 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 the Firestone Development Code. Barefoot Lakes Filing 7B is a portion of the approved Barefoot Lakes Filing 7.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 25-84 First Amendment to BFL 7B SA
2. Barefoot Filing 7B SIA [FGMC 7.15.25] (4924-2441-1984.7)

RESOLUTION NO. 25-84

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE
BAREFOOT LAKES FILING 7B SUBDIVISION AGREEMENT**

WHEREAS, the Town of Firestone (“Town”) and Barefoot, LLC (“Owner”) entered into that certain Subdivision Agreement regarding the Barefoot Lakes Filing 7B subdivision, dated May 14, 2025 (the “Original Agreement”), in furtherance of the subdivision and residential development of approximately 61 acres, more or less, of real property, as more fully described in Exhibit A to the Original Agreement (“Property”); and

WHEREAS, the Town and Owner desire to amend certain provisions of the Original Agreement to clarify: (a) the Town’s rights to withhold building permits until Owner’s timely completion of certain public improvements related to Filing 7A; (b) the impact fees that will be applied to the lots created through the Filing 7B subdivision, as more fully set forth in the proposed First Amendment to Barefoot Lakes Filing 7B Subdivision Agreement, attached hereto as **Exhibit A**.

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

1. The First Amendment to Barefoot Lakes Filing 7B Subdivision Agreement between the Town of Firestone and Barefoot, LLC is approved in substantially the same form as the copy attached to this resolution. The Mayor is authorized to execute the agreement on behalf of the Town.

PASSED AND ADOPTED this 23rd day of July, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A

[First Amendment to Barefoot Lakes F7B Subdivision Agreement]

**BAREFOOT LAKES FILING 7B
SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2025, by and between the **TOWN OF FIRESTONE, a Colorado municipal corporation**, 9950 Park Avenue, Firestone, Colorado, 80504, hereinafter referred to as “Firestone” or “Town,” and **BAREFOOT, LLC, a Colorado limited liability company**, 6465 S. Greenwood Plaza Boulevard, Suite 700, Centennial, CO 80111, hereinafter referred to as “Owner;” and

WHEREAS, Owner has submitted a Final Plat for Barefoot Lakes Filing 7B (“Development”) attached hereto as “Exhibit A” and incorporated herein by reference. Said Final Plat has been approved by Firestone; and

WHEREAS, the real property included in the Subdivision is subject to is subject to that certain Annexation Agreement dated May 27, 2015 among Owner, Town, and St. Vrain Lakes Metropolitan District Nos. 1-4 recorded with the Weld County Clerk and Recorder on October 12, 2015 at Reception No. 4149332 (as amended, the “Annexation Agreement”) and that certain Development and Vested Rights Agreement (Barefoot Lakes Annexation) dated May 27, 2015 between Brookfield, Town, and St. Vrain Lakes Metropolitan District Nos. 1-4 recorded with the Weld County Clerk and Recorder on October 12, 2015 at Reception No. 4149333 (“Development/Vesting Agreement”) and together with the Annexation Agreement, the “Agreements”). The Agreements govern the mutual agreements, responsibilities and obligations between the Town and Owner, as master developer, regarding the larger Barefoot community in the Town (“Overall Barefoot Community”); and

WHEREAS, The Development will receive water service from the Little Thompson Water District (“Little Thompson”) per the Will Serve Letter dated October 15, 2004 and subsequent agreements, pursuant to Section 29-20-301 C.R.S. et seq.; and

WHEREAS, the regulations of Firestone require that the Owner enter into an Agreement with Firestone relative to improvements related to the Development; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, “Town Administrative Official” shall be defined as the Town Manager or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically provided in this Agreement to the contrary, all submittals to Firestone and acceptances required of Firestone in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative Official, who shall have general responsibility for coordinating development with Owner.

III. PUBLIC USE DEDICATION

Owner shall convey to Firestone certain lands as described as open space and park in “Exhibit A” attached hereto and incorporated herein by reference. Conveyance of these lands shall be by plat dedication in form and substance acceptable to Firestone. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Firestone. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

Owner agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, “Public Improvements” and “Common Facilities”) and as described in “Exhibit B” attached hereto and made part hereof. Owner agrees to dedicate said improvements to Firestone, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

Owner shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Firestone, and in full conformity with Firestone's current Design Standards and Construction Specifications for Public Improvements (“Standards and Specifications”), ordinances and regulations.

B. Engineering and Consulting Services

Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the standards and criteria for Public Improvements as established and accepted by Firestone. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall

include inspection services deemed necessary by Firestone.

C. Plan Submission and Acceptance

Owner shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Firestone shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the standards and criteria for Public Improvements as established by Firestone, and Firestone shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Firestone prior to construction. All acceptances required hereunder from Firestone shall be made by the Town Administrative Official.

D. Public Improvement Permits (“PIP”)

Before the construction or installation of any Improvements, Owner shall obtain a PIP from Firestone as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Owner will be reviewed by Firestone. If found to be complete and in accordance with Firestone’s current Standards and Specifications and other pertinent requirements, Firestone will issue Owner the PIP. Owner shall reimburse Firestone for any additional expenses incurred by Firestone for the review of plans or inspection of construction work by consultants engaged by Firestone for that purpose. The Developer shall also apply and pay for a PIP for all Common Facilities.

E. Licensing of Contractors and/or Subcontractors

Owner shall ensure that all Contractors and subcontractors employed by the Owner shall be licensed by the Town before any work on the Improvements is commenced.

F. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Firestone’s current Standards and Specifications. In addition, Owner shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be required by Firestone. Owner shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Firestone shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at Owner’s expense so as to conform to the accepted plans and specifications.

All work shown on the accepted plans requires inspection by the Engineering Division. Except Town of Firestone holidays, inspection services are provided Monday through Friday, from 8:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Town Engineer for acceptance. Owner shall reimburse

the Town for all direct costs of the after-hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common Facilities shall have inspections performed by a professional consulting service acceptable to Firestone. At all times Firestone shall have access to inspect the materials and workmanship of the Common Facilities if deemed necessary by Firestone. Inspection services for landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Firestone's current Standards and Specifications or Development Code.

G. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to Firestone, all necessary land, rights-of-way and easements required by Firestone for the construction of the proposed improvements related to the Development. Owner is only obligated to acquire that portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Firestone. All title documents shall be recorded by Firestone at Owner's expense. Owner shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Firestone.

Owner shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.
2. Colorado Department of Health and Environment ("CDPHE") "General Permit for Stormwater Discharges Associated with Construction Activity", required during construction.
3. Town of Firestone "Stormwater Quality Permit" per Firestone's current Standards and Specifications.
4. Air Quality Permit.

H. Street Improvements

Owner shall furnish and install, at its own expense, the street improvements in conformance with the drawings, plans and specifications accepted by Firestone and in accordance with the PIP.

I. Sidewalk Improvements

Owner shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Firestone.

J. Street Signs, Traffic Signs, and Striping

Owner will furnish and install at Owners expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

K. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Firestone. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, United Power to install all required street lighting pursuant to United Power plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are located. The type of street lights shall be accepted by Firestone. Street lights shall be operational prior to Initial Acceptance. Owner shall be responsible for payment of all utility billing for street lights prior to Final Acceptance.

L. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications approved by the Little Thompson Water District.

M. Wastewater Improvements

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

N. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Firestone. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Firestone approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.
2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.
3. Owner shall be responsible for obtaining a CDPHE "General Permit for Stormwater Discharges Associated with Construction Activity" required during construction. A copy of this permit shall be submitted to Firestone.
4. Owner agrees that all construction shall be in conformance with any and all National Pollutant Discharge Elimination Systems (NPDES) standards including compliance with and applicable NPDES and CDPHE permits issued to the Owner, applicable to the Development. The Owner further agrees that in the event there is any violation of such standards or permits

issued, if the Town, as a result of the Owner's actions, is subject to or is given a monetary fine, penalty or any type of obligation is imposed; such circumstance will constitute a default under the terms of this Agreement. Failure of the Owner to cure the default by reimbursement to the Town, upon notice to cure as required by Section X.C herein, shall result in a default of this Agreement.

5. Owner shall be responsible for obtaining a Town of Firestone "Stormwater Quality Permit" per Firestone's current Standards and Specifications.
6. All drainage improvements not located on Town owned property shall be maintained by the Owner, St. Vrain Lakes Metropolitan District No. 1, maintenance district, or final property owner (the "Obligated Entity"). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet and outlet structures.
7. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Firestone with the Obligated Entity's written acceptance of the maintenance responsibility for the drainage improvements prior to Final Acceptance.

O. Landscape Improvements

For public lands, common facilities, and rights-of-way, Owner shall furnish Firestone complete final landscape and irrigation plans for each phase and obtain acceptance by Firestone prior to commencement of construction. Owner shall construct landscape improvements as required in the landscape plan before the constructed improvements are accepted by Firestone. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and Common Facilities other than single-family detached development, Owner shall furnish final landscape and irrigation plans to the Town Administrative Official for acceptance prior to installation of landscape improvements.

P. Utility Coordination and Installation

Owner shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All new and existing utilities shall be placed underground as required by the Firestone Municipal Code ("Code") prior to the issuance of any building permit for the Development. Necessary aboveground appurtenances (meters, transformers, etc.) shall be carefully located with maximum aesthetic considerations, and outside of any sight triangles. Any aboveground appurtenances that will be visible from the public rights-of-way shall be screened from view. Screening shall consist of landscaping and/or, low fencing shall be installed in accordance with the Firestone Development Code. Specifics of the screening requirements shall be reviewed with the Landscape Plans and as amended once utilities are installed.

Q. Underdrains

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Obligated Entity.

The Owner shall install a curb underdrain system pursuant to the Standards and Specifications and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

R. Maintenance Definition

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services, individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development review/approval process and be provided to the Obligated Entity responsible for maintenance activities.

V. IMPROVEMENT ACCEPTANCE

A. Initial Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Firestone. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Firestone may conduct the inspection without the approval of Owner. Owner shall provide Firestone with complete “as-built” drawings in a form as defined in Firestone’s current Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Firestone may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative

Official shall grant “Initial Acceptance,” which shall be subject to “Final Acceptance” as set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Initial Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Initial Acceptance can be granted, and Firestone shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required within thirty (30) days of said notice, Firestone may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Firestone reserves the right to schedule re-inspections. No “Certificate of Occupancy” will be issued by Firestone prior to Initial Acceptance without written approval from the Town Administrative Official.

Additionally, for Common Facilities, the Owner shall include the Obligated Entity in the final inspection procedures and provide Firestone with written acceptance of the Common Facilities for maintenance from this final Obligated Entity.

B. Maintenance of Improvements

1. Warranty

Owner shall provide Firestone with a warranty starting from the date of Initial Acceptance until the date of Final Acceptance. This “Warranty Period” shall be for a minimum of two (2) years or until eighty percent (80%) of the building permits have been issued for the phase, whichever occurs later, on all Public Improvements and shall provide a two (2) year Warranty to the Obligated Entity for the Common Facilities.

2. Maintenance of Improvements

For the entire Warranty Period, Owner shall, at its own expense, take all actions necessary to maintain said Public Improvements and make all needed repairs or replacements which, in the reasonable opinion of Firestone, shall become necessary, except that Firestone shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Firestone requesting such repairs or replacements, Owner has not completed such repairs, Firestone may exercise its rights to secure performance as provided in Section X.C of this Agreement. In the event that said repair is solely determined by the Town to be an emergency, the Town may immediately complete said repairs and invoice the Owner the Town's actual costs. The owner shall reimburse the Town within sixty (60) days after receipt of written notification or repair and supporting documentation from the Town Administrative Official. No acceptances shall be issued until Owner has made full payment for said repairs.

C. Final Acceptance

At least thirty (30) days before the Warranty Period elapses from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance, as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Firestone's satisfaction within thirty (30) days after receipt of said notice, weather permitting, Firestone may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Firestone may retain all or a portion of the Improvement Guarantee (defined below) up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within the Warranty Period or any Public Improvements are found not to conform to this Agreement, and Firestone's current Standards and Specifications, then the Owner shall be in default of the Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Firestone

In the event it becomes necessary for Firestone to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Firestone may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Firestone within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Firestone, then Owner shall be in default of this Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as "Exhibit B" attached hereto and incorporated herein by reference. Said exhibit generally identifies those Public Improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from "Exhibit B" does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on "Exhibit B."

B. Improvement Guarantee

Owner shall submit to the Town Administrative Official an improvement guarantee for all Public Improvements for the Final Plat ("Improvement Guarantee") prior to recordation of this agreement. Said Improvement Guarantee may be in cash, letter of credit, or bond in

form and substance.

1. Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, , storm sewer and drainage improvements, trails and park improvements on or off the Development.
2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:
 - a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B."
 - b) Upon Initial Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on "Exhibit B." The guarantees may be reduced on a phased basis as shown on "Exhibit D."
 - c) Upon Initial Acceptance of Common Facilities: 0%.
 - d) After Final Acceptance of Public Improvements: 0%. The guarantees may be released on a phased basis as shown on "Exhibit D."
3. In addition to any other remedies it may have, Firestone may, at any time prior to Final Acceptance, draw on the Improvement Guarantee received pursuant to this Agreement.

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

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements

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

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

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

5. **Building Permit Restrictions**

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

- a) Owner expressly understands and acknowledges that the expenditure of funds for the construction and installation of any Public Improvements prior to approval of building permit allocations or building permits is exclusively at the Owner's risk. The Town reserves the right, in exercise of its police power, to choose not to grant building permits, or otherwise restrict or condition the granting of building permits for the Development based on current or future resolutions or ordinances of the Town. Unless specifically restricted

or conditioned by current or future resolutions or ordinances of the Town, building permits may be granted once all Public Improvements for the development or within each Phase of the development are operational as solely determined by the Town.

- b) Upon written request of the Owner, at the sole discretion of the Town, the Owner may begin construction of the Public Improvements without furnishing an Improvement Guarantee, as provided in this Agreement, upon the following conditions:
 - i. The Owner has not transferred title to any portion of the Development.
 - ii. The Owner shall be required to obtain Initial Acceptance of all Public Improvements for the development or within each Phase of the development prior to the issuance of a building permit.
 - iii. After the Owner begins construction of the Public Improvements, if the Public Improvements remain unfinished for a period of one (1) year from the date this Agreement becomes effective, the Town shall require an Improvement Guarantee in accordance with this Agreement in lieu of the building permit restriction required by this Subsection. The Owner will have fifteen (15) days to provide the Town such an Improvement Guarantee, or the Town may issue a stop work order to remain in effect until the Improvement Guarantee is provided to the Town. The Town Administrative Official, at their sole discretion, may grant a single extension of up to one (1) additional year.
 - iv. The Owner shall not transfer title to any portion of the Development prior to Initial Acceptance being granted by the Town or upon providing the Town an Improvement Guarantee in accordance with this Agreement.
- c) Upon the Town's Initial Acceptance of the Public Improvements, which shall include receipt of the Improvement Guarantee as outlined in Section VI.B, this building permit restriction shall be removed.

VII. OVERSIZING AND REIMBURSEMENT

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

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

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plans for properties that use these utilities or Public Improvements, Firestone will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Firestone to pay or reimburse any costs to Owner in the event such costs are not recovered by Firestone as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so long as Firestone has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Firestone or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Firestone determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a nuisance, Owner agrees to abate said nuisance in accordance with Town Ordinances but no later than twenty-four (24) hours after notification of said nuisance. If Owner does not abate said nuisance, Firestone may abate the nuisance and/or correct any drainage or injury without notice to Owner, at Owner's expense. Owner also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by Firestone. If Owner does not abate, or if an emergency exists as solely determined by the Town, Firestone may abate at Owner's expense. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. With the prior written approval of the Town Administrative Official, the operation of such equipment outside an enclosed structure may be permitted on weekend days and legal holidays between the hours of 8:00 a.m. and 4:00 p.m. The Town Administrative Official may alter the hours of operation for good cause. All construction activities shall operate in accordance with all Town codes,

ordinances, and policies in regards to sound and noise. Failure to comply with this provision may result in the Owner to be subjected to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

IX. SPECIAL PROVISIONS

A. Public Improvements; Transportation

1. Filing 7A Public Improvements – Birch Street

Prior to the issuance of the first building permit in this Development (excluding building permits for 28 model homes), Developer shall have received Initial Acceptance from the Town for: (a) all street, storm, and drainage improvements included in the Barefoot Lakes Filing 7A Subdivision Street and Storm Construction Drawings, prepared by Redland, last revised on 3/25/25 and approved by the Town on 4/24/25; and (b) Birch Street from Gardner to Ronald Reagan Boulevard in accordance with the Town Approved Birch Plans (as that term is defined in the Barefoot Lakes Filing 7A Subdivision Agreement).

2. Birch Street (WCR 11) and Highway 66

Pursuant to the Barefoot Lakes Filing 7 Traffic Study dated September 5, 2024, a mast arm traffic signal will be warranted at the intersection of Birch Street (WCR 11) and Highway 66 with this Development only with the development of the proposed Grand Meadows subdivision. Should the Grand Meadows Subdivision develop and construct the signal, Owner agrees to reimburse the Grand Meadows Subdivision 25% of the final cost of the signal. Payment shall be made within 60 days of the Town certifying the final cost of the signal. If the Grand Meadows Subdivision does not develop or construct the signal, Owner will not be responsible for construction of the signal until it is warranted with a future filing.

B. Phasing Map (“Exhibit D”)

This Development shall be constructed as a single phase.

C. Dedication of Open Space

Owner has satisfied the Open Space dedication requirements through the dedication of the following tracts which are designated as open space as follows: Tract A of Barefoot Lakes Regional Park Filing 1; Tract C of Barefoot Lakes Filing 2, 1st Replat, Tract F of Barefoot Lakes Filing 4; Tracts F, H & L of Barefoot Lakes Filing 5; and Tracts D, E, & F of Barefoot Lakes Filing 6.

D. Installation of Parks, Landscaping and Trails

Owner shall design and construct Park, Landscape, and Trail Improvements on Tracts A through L, N and P as shown on the accepted construction plans.

- E. Maintenance of Parks, Trails, Open Space and Landscaping**
Tracts A through L, N, and P shall be maintained by the Obligated Entity.
- F. Maintenance of Vacant Lots**
Owner shall be responsible for maintenance, including weed control, on all lots until such time the lots are sold to a homeowner.
- G. Fencing and Screening**
Fencing within the Development shall be installed in accordance with Title 16 of the Code.
- H. Utilities**
Owner shall provide the Town with all necessary permanent and temporary drainage and utility easements prior to construction. Before Owner begins any construction of Little Thompson Water District (LTWD) water utility mains and other facilities, Owner shall provide written approval from LTWD of Final Construction Documents that are in accordance with the Town's Standards and Specifications including a minimum 10-foot horizontal separation of all water, storm, and sanitary sewer utilities, and all such work shall be inspected and approved by the Town. Owner shall furnish to the Town record drawings or "as-builts" and proof of LTWD's acceptance of all water lines prior to Initial Acceptance of all Public Improvements.
- I. Impact Fees**
1. Impact Fee Rates. The impact fees that will be applied to each platted lot within the Development are those impact fees set forth in Exhibit E of the Annexation Agreement, adjusted for inflation as therein provided. Payment of such fees shall not constitute a waiver of rights to pursue a credit or refund pursuant to Ordinance No. 1033 *An Ordinance of the Board of Trustees of The Town of Firestone, Colorado, Repealing and Reenacting, Chapter 3.20 of the Municipal Code of the Town of Firestone Pertaining to Development Impact Fees and Funds*.
 2. New Impact Fees. Nothing in this Agreement shall be construed to limit or estop future legislative actions by the Town and, more specifically, legislatively creating new or different impact fees and imposing those fees upon all development within the Town, including this Development and any future development applications relating to the remainder of the Overall Barefoot Community, so long as such impact fees do not replace or apply to the same category of capital improvements related to the provision of necessary public services for which the impact fees set forth in Exhibit E of the Annexation Agreement would otherwise be utilized.

3. Future Subdivision Agreements. All future subdivision agreements within the Overall Barefoot Community will contain language substantially similar to the language of this Section IX(I). The Parties hereby agree to diligently process, timely review, and efficiently resubmit all current and future plats, subdivision agreements and construction documents within Filing 7 of the Overall Barefoot Community.

J. Disclosure Statements

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

K. Ground Water Dedication

This Development is located within the service area of the Little Thompson Water District. Notwithstanding the provisions of Section X.A., Owner shall not be obligated to convey any water rights to the Town.

X. MISCELLANEOUS TERMS

A. Ground Water Dedication

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

B. Default

If a defaulting party does not cure a default in the performance of its obligations under this Agreement within 15 days after written notice of such default from the non-defaulting party (or in the case of a default that would reasonably take more than 15 days to cure, if the defaulting party fails to undertake substantial action to cure such default within such 15 day period or thereafter fails to diligently pursue completion of such cure), the non-defaulting party will have all remedies available to it at law or in equity.

If, following Firestone’s delivery of written notice of default to Owner and the expiration of the applicable cure period set forth in this Section X.B, Owner fails to fulfill the terms and conditions of this Agreement, Firestone, in its sole discretion, may declare Owner in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Firestone in law and equity.

Firestone may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Firestone, including, but not limited to, reasonable administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Firestone may deduct these costs from the Improvement Guarantee. Firestone shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If, following Firestone's delivery of written notice of default to Owner and the expiration of the applicable cure period set forth in this Section X.B, Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Firestone, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Firestone in law and equity and as provided for herein.

C. Insurance and Safety

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

D. Indemnification and Release of Liability

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

E. Recording Agreement

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

F. Binding Effect of Agreement

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

G. Assignment, Delegation and Notice

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

H. Modification and Waiver

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

I. Addresses for Notice

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

Firestone:

Owner:

Town of Firestone
Town Manager

9950 Park Avenue
Firestone, CO 80504

Keith Martin
Widner Juran LLP

13133 E. Arapahoe Rd., Ste. 100
Centennial, CO 80112

Barefoot LLC
Project Manager:| Land & Housing
Development
6465 Greenwood Plaza Blvd #700
Centennial, CO 80111

David Wm. Foster; Erik N. Carlson
Foster Graham Milstein & Calisher,
LLP
360 S Garfield Street, Suite 600
Denver, CO 80209

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

J. Force Majeure

Whenever Owner is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Firestone shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Owner.

K. Approvals

Whenever approval or acceptance of a matter is required or requested of Firestone pursuant to any provisions of the Agreement, Firestone shall act reasonably in responding to such matter.

L. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development, except as otherwise expressly set forth herein.

M. Title and Authority

Owner warrants to Firestone that it is the record owner for the property within the Development. The undersigned further warrant having full power and authority to enter into this Agreement.

N. Severability

If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or

phrases be declared invalid.

O. Legal Fees; Venue

In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

P. Agreement Status After Final Acceptance

Upon Final Acceptance by Firestone of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement, with the exception of any maintenance and reimbursement obligations, shall terminate and no longer be in effect.

Q. Enforceability

This Agreement is made only between the Owner and Firestone, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN OF FIRESTONE, COLORADO

By: _____
Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Keith Martin, Town Attorney

OWNER:
BAREFOOT LLC

By: _____
Name: _____
Title: _____

and

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.

COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by {Name}, as {Title} and {Name}, as {Title} of Barefoot LLC.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBITS LIST

EXHIBIT A – BAREFOOT LAKES FILING 7B FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – LANDSCAPE MAINTENANCE MAP

EXHIBIT F – METROPOLITAN DISTRICT DISCLOSURE

EXHIBIT G – OIL & GAS DISCLOSURE

EXHIBIT A

Barefoot Lakes Filing 7B Final Plat

DRAFT

EXHIBIT B

Public Improvement Schedule

DRAFT

EXHIBIT C

Public Improvement Reimbursement and Fee In Lieu Schedule

Fee In Lieu due Firestone:

1. None

Fee in Lieu due Owner:

1. None

Fee in Lieu due Others:

1. Should the Grand Meadows Subdivision construct a traffic signal at Birch Street (WCR 11) and Highway 66, Owner agrees to reimburse 25% of the final cost to the owner of the Grand Meadows Subdivision.

EXHIBIT D

Phasing Plan

This Development shall be constructed as a single phase.

DRAFT

EXHIBIT E

Landscape Maintenance Map

DRAFT

EXHIBIT F

Metropolitan District Disclosure

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

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

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

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

PROPERTY WITHIN DISTRICT

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

PROPERTY WITHOUT DISTRICT

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

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

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT G

OIL AND GAS DISCLOSURE

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

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

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

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

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

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

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.e

Land Development

Meeting Date: July 23, 2025

Initiated By:

Department: Administration

AGENDA ITEM

Resolution 25-85: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PEDESTRIAN BRIDGE CONSTRUCTION FUNDING AND REIMBURSEMENT AGREEMENT WITH BROOKFIELD RESIDENTIAL

RECOMMENDATION

Approval of the Resolution.

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

Approval of Resolution 25-85 will allow execution of a Pedestrian Bridge Construction Funding and Reimbursement Agreement between the Town and Barefoot LLC; the developer of Barefoot Lakes. The Agreement will provide for funding of the design and eventual construction of a pedestrian bridge over St. Vrain Creek, just south of the Barefoot Lakes development.

In 2024 the Town completed a bridge feasibility study that resulted in a conceptual design of the proposed bridge. Post execution of the agreement, Town staff will prepare an RFP for full bridge design, and will include construction in the FY 2026 Budget.

Barefoot Lakes LLC will provide up to \$500,000 for a full design, and up to \$3 million for construction. Barefoot LLC will be reimbursed through the imposition of a \$2100 charge on the first +/- 1,667 Barefoot Lakes building permits that are in addition to Filing 7.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 25-85 Barefoot Lakes Pedestrian Bridge Agreement
2. Pedestrian Bridge Construction Funding and Reimbursement Agreement [FGMC 7.21.25] (4934-7878-2037.8)
3. Bridge Agreement - Exhibit A

RESOLUTION NO. 25-85

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PEDESTRIAN BRIDGE CONSTRUCTION FUNDING AND REIMBURSEMENT AGREEMENT

WHEREAS, Barefoot, LLC, by itself or through one or more affiliates, is developing certain real property located within the Town into a community commonly known as Barefoot (the “Overall Barefoot Community”); and

WHEREAS, as conditions to Barefoot’s development of the Overall Barefoot Community, and to resolve outstanding disagreements respecting impact fees applicable to the Overall Barefoot Community, Barefoot and the Town have reached an agreement whereby Barefoot will provide a portion of the funding for the design and construction of a certain pedestrian bridge to be owned by the Town, which shall be open to the public for pedestrian passage over the St. Vrain River (the (the “Pedestrian Bridge”), up to a maximum amount, as more fully set forth in the proposed Pedestrian Bridge Construction Funding and Reimbursement Agreement, attached hereto as **Exhibit A** (the “Agreement”); and

WHEREAS, the Town and Barefoot each acknowledge that Town’s residents and the Overall Barefoot Community will benefit from the Pedestrian Bridge, including, without limitation, their taxpayers and inhabitants; and

WHEREAS, the attached Agreement clearly defines the rights and responsibilities of the parties in relation to Pedestrian Bridge, and the Board of Trustees finds that entering into the Agreement is in the best interests of the Town and is a rational means by which to promote the health, safety and welfare of the Town’s residents and the community as a whole.

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

The Pedestrian Bridge Construction Funding and Reimbursement Agreement between the Town of Firestone and Barefoot, LLC is approved in substantially the same form as the copy attached to this resolution. The Mayor is authorized to execute the agreement on behalf of the Town.

PASSED AND ADOPTED this 23rd day of July, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

EXHIBIT A

[Pedestrian Bridge Construction Funding and Reimbursement Agreement]

PEDESTRIAN BRIDGE CONSTRUCTION FUNDING AND REIMBURSEMENT AGREEMENT

THIS PEDESTRIAN BRIDGE CONSTRUCTION FUNDING AND REIMBURSEMENT AGREEMENT (this “**Agreement**”) is entered into this ____ day of _____, 2025 (the “**Effective Date**”) by and between the **TOWN OF FIRESTONE, a Colorado municipal corporation**, of 9950 Park Avenue, Firestone, Colorado 80504 (“**Firestone**” or the “**Town**”) and **BAREFOOT LLC, a Colorado limited liability company**, of 6465 S. Greenwood Plaza Boulevard, Suite 700, Centennial, Colorado 80111 (“**Barefoot**”). For purposes of this Agreement, the Town and Barefoot may be referred to as a “**Party**” individually and the “**Parties**” collectively.

RECITALS

A. Barefoot, by itself or through one or more affiliates, is developing certain real property located within the Town into a community commonly known as Barefoot (the “**Overall Barefoot Community**”).

B. As conditions to Barefoot’s development of the Overall Barefoot Community, and to resolve outstanding disagreements respecting impact fees applicable to the Overall Barefoot Community, Barefoot agrees to provide a portion of the funding for the design and construction of a certain pedestrian bridge to be owned and managed by the Town and open to the public providing for pedestrian passage over the St. Vrain River, the location of which is generally depicted on **Exhibit A** attached hereto and incorporated herein (the “**Pedestrian Bridge**”).

C. Barefoot will fund a portion of the design and construction of the Pedestrian Bridge, subject to the Funding Limitation (as defined in Section 2) and the Town’s commitment to reimburse Barefoot in an amount equal to the Funded Amount (defined in Section 2).

D. The Parties acknowledge and agree that each of the Town and the Overall Barefoot Community will benefit from the Pedestrian Bridge, including, without limitation, their taxpayers and inhabitants.

E. The Parties acknowledge and agree that there is mutual benefit to the timely review and approval of land use applications and issuance of building permits in the Overall Barefoot Community and hereby commit to continued collaboration and cooperation to accomplish the same.

F. The Parties desire to enter into this Agreement in order to memorialize the terms and conditions upon which Barefoot will fund a portion of the Pedestrian Bridge, subject to the Funding Limitation and the Town’s commitment to reimburse Barefoot the Funded Amount, and affirm mutual commitments respecting the timely processing of development review and approvals.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

1. Incorporation of Recitals; Purpose. The foregoing recitals are incorporated herein as if set forth as material conditions of this Agreement. The purpose of this Agreement is to provide the terms and conditions upon which Barefoot will fund a portion of the engineering, design, construction, and installation of the Pedestrian Bridge (the “**Project**”) subject to the Funding Limitation, and the Town will reimburse Barefoot in an amount equal to the Funded Amount.

2. General.

(a) With assistance relative to the bidding process provided by Barefoot and further described under Section 3, the Town will engage such designers, engineers, surveyors, consultants (“**Design Consultants**”) and construction managers and contractors (“**Construction Contractors**”) that it deems necessary or convenient for completion of the Project;

(b) Barefoot will fund design of the Project up to an amount equal to Five Hundred Thousand and 00/100 (\$500,000.00) Dollars (the “**Design Funding Limitation**”) in accordance with Section 4;

(c) Barefoot will fund construction of the Project up to an amount equal to Three Million and 00/100 (\$3,000,000.00) Dollars (the “**Construction Funding Limitation**” and together with the Design Funding Limitation, the “**Funding Limitation**”), in accordance with Section 5; and

(d) The Town will reimburse Barefoot in an amount equal to the sum of all funds advanced to the Town pursuant to all Design Funding Requests, as defined in Section 4(b) (“**Design Funded Amount**”) plus all funds advanced to the Town pursuant to all Construction Funding Requests, as defined in Section 5(b) (“**Construction Funded Amount**” and together with the Design Funding Amount, the “**Funded Amount**”), but not to exceed the Funding Limitation.

3. Consultant and Contractor Procurement. At the Town’s request, Barefoot will assist the Town with Design Consultant or Construction Contractor procurement, including assisting with bidding for the Design Contracts (defined in Section 4) or Construction Contracts (defined in Section 5) or obtaining related proposals or estimates. Notwithstanding the foregoing, under no circumstances shall Barefoot be obligated to enter into any contract or agreement otherwise with any Design Consultants or Construction Contractors, which responsibilities are exclusively that of the Town.

(a) Construction Contractor; Barefoot. The Parties agree that Barefoot, or an affiliated entity thereof, may be engaged pursuant to a separate agreement by the Town as a Construction Contractor hereunder; provided, however, that in no event shall the Town be required to engage Barefoot, or an affiliate thereof, for any such purpose.

4. Project Design. The Town will engage one or more Design Consultants pursuant to written agreement (a “**Design Contract**”) to prepare the design plans necessary to complete the Project (the “**Project Design Plans**”). The Town will provide Barefoot with periodic courtesy status progress reports on, and copies of, the Project Design Plans.

(a) Design Funding Requests. Upon the Town's receipt of invoices from Design Consultants (a "**Design Consultant Invoice**"), the Town may seek the advancement of funds from Barefoot to pay the costs of such Design Consultant Invoices by submitting to Barefoot a "**Design Funding Request**" including:

(i) The subject Design Consultant Invoice(s);

(ii) The subject Design Contract(s);

(iii) To the extent not included in the Design Consultant Invoice, a description of the Design Consultant work being funded;

(iv) To the extent available, the actual Project Design Plans being funded; and

(v) Any other documentation reasonably requested by Barefoot evidencing the subject work so completed related to the Design Funding Request.

(b) Payment. Upon Barefoot's receipt of a Design Funding Request, Barefoot shall have sixty (60) calendar days to review and pay the Design Funding Request (the "**Design Funding Request Review Period**"). Barefoot may request additional documentation pursuant to Section 4(b)(v) at any time during the first 30 days of the Design Funding Request Review Period.

5. Project Construction. The Town will engage one or more Construction Contractors pursuant to written agreement (a "**Construction Contract**") to perform, facilitate, and otherwise provide the construction services necessary to complete the Project (the "**Project Construction**").

(a) Permitting. The Town will obtain all permitting related to the Project Construction, including, without limitation, construction, installation, and location (the "**Project Permitting**").

(b) Construction Funding Requests. Upon the Town's receipt of invoices from Construction Contractors (a "**Construction Contractor Invoice**") or invoice related to Project Permitting (a "**Permitting Invoice**" and together with a Construction Contractor Invoice, a "**Construction Invoice**"), the Town may seek the advancement of funds from Barefoot to pay the costs of such Construction Invoices by submitting to Barefoot a "**Construction Funding Request**" including:

(i) The subject Construction Invoice(s), together with the Town's ;

(ii) The subject Construction Contract(s), including any related change orders;

(iii) Any applicable lien waivers;

(iv) To the extent not included in the Construction Invoice, a description of the Construction Contractor work or Project Permitting being funded; and

(v) Any other documentation reasonably requested by Barefoot evidencing the subject work so completed related to the Construction Funding Request.

(c) Payment. Upon Barefoot's receipt of a Construction Funding Request, Barefoot shall have sixty (60) calendar days to review and pay the Construction Funding Request (the "**Construction Funding Request Review Period**"). Barefoot may request additional documentation pursuant to Section 5(b)(iv) at any time during the first thirty (30) days of the Construction Funding Request Review Period.

6. Funding Request Denial and Resolution. In the event that any costs reflected in a Design Funding Request or Construction Funding Request (collectively, a "**Funding Request**") do not align with the work actually performed pursuant to the Project Design Plans, Project Construction, or Project Permitting, Barefoot shall submit to the Town a funding request denial as it relates to such portion of the Funding Request in dispute (a "**Funding Request Denial**") no later than 14 days prior to the expiration of the respective Design Funding Request Review Period or Construction Funding Request Review Period (collectively, a "**Review Period**"). In the event that Barefoot submits a Funding Request Denial to the Town prior to the expiration of the Review Period, the Parties shall thereafter have fourteen (14) calendar days from the Town's receipt of the Funding Request Denial (the "**Initial Resolution Period**") to meet and negotiate in good faith and to resolve the Funding Request Denial. In the event the Funding Request Denial is not resolved within the Initial Resolution Period, the Parties shall submit to mediation in order to resolve the dispute in no more than thirty (30) calendar days from the conclusion of the Initial Resolution Period (the "**Mediation Period**"). The mediator shall be agreed to by the Parties, and the cost of mediation shall be paid by the non-prevailing Party. In the event that a Funding Request Denial is resolved in a manner such that Barefoot will proceed to pay all or some of the amount originally requested pursuant to the subject Funding Request, Barefoot will have thirty (30) days from the date upon which such Funding Request Denial resolution is determined to pay such amount.

7. Project Completion and Pedestrian Bridge Maintenance. In no event shall Barefoot be required to fund the Project beyond the Funding Limitation, and the Town shall be required to complete the Project in the event the costs associated thereto exceed the Funding Limitation. The Town shall provide all customary municipal services to the Pedestrian Bridge, including without limitation maintenance, to the same extent and upon the same terms and conditions as such services are provided to other similar Town-owned public facilities, in accordance with the codes, ordinances and policies of the Town and its general police power. Neither Barefoot, any affiliate thereof, nor any special district or local government entity servicing exclusively the Overall Barefoot Community, shall be required to perform any maintenance responsibilities or obligations with respect to the Pedestrian Bridge.

8. Funded Amount Reimbursement. All funds advanced by Barefoot to the Town relating to Design Funding Requests (as previously defined, the "**Design Funded Amount**") and relating to Construction Funding Requests (as previously defined, the "**Construction Funded Amount**") and together with the Design Funded Amount, the "**Funded Amount**") shall be reimbursed from the Town to Barefoot (the "**Reimbursement Obligation**"); provided, however, only to the extent that the Town receives Bridge Fee Revenue (defined below). In order to satisfy the Reimbursement Obligation, the Town agrees to implement and impose on the first one

thousand six hundred sixty-seven (1,667) building permits to be issued for all lots within the future filings of the Overall Barefoot Community that are *in addition to* Filing 7, but excluding all commercial and multi-family lots (the “**Subject Lots**”), a fee to be paid by each applicant upon building permit application for each such Subject Lot in the amount of Two Thousand One Hundred and 00/100 (\$2,100.00) Dollars (the “**Bridge Fee**”).

(a) Reimbursement Payments. The Town shall remit the revenues remitted from building permit applicants and collected from imposition of the Bridge Fee on building permits for all Subject Lots (the “**Bridge Fee Revenue**”) to Barefoot upon the final day of each quarter (based upon the calendar year) following the collection of the first Bridge Fee until such time as the Reimbursement Obligation is satisfied in full or the Town has issued the 1,668th building permit for the Subject Lots.

(b) Bridge Fee Sunset. In no event shall the Town collect Bridge Fee Revenue in excess of the Funding Limitation, and accordingly, upon collection of Bridge Fee Revenue in an amount equal to the Funding Limitation, the Town shall discontinue the imposition of the Bridge Fee.

9. Collaboration and Cooperation - Application Process and Procedures. The Parties hereby acknowledge that collaboration and cooperation for the various application review and approval processes within the Overall Barefoot Community has mutual benefit to all Parties. To that end, the Parties hereby agree to take reasonable action to adhere to the following land use application process and procedure:

(a) Pre-Application Meeting. Barefoot will submit a request for a pre-application meeting to discuss the land use application materials prior to final submittal of the same (“**Pre-Application Meeting**”).

(b) Checklist. During or following the Pre-Application Meeting, the Town will provide a checklist of outstanding items for Barefoot to address in such land use application prior to formal submittal of the same.

(c) Estimated Schedule. During or following the Pre-Application Meeting, the Town will take reasonable efforts to provide estimated (non-binding) timelines for (i) determining application completeness, (ii) application review, (iii) notifying Barefoot in the event of an incomplete application submittal, and (iv) necessary public hearings.

(d) Street, Water, Sewer and Storm Utility System Design. Barefoot shall design all streets and water, sewer and storm sewer utility systems in strict compliance with the Town’s Design Standards and Construction Specifications for Public Improvements, 2025 edition, as amended from time to time (“**Standards and Specifications**”). Any variance to the Standards and Specifications shall be requested and processed in accordance with the Standards and Specifications. In the event of a conflict between the Standards and Specifications and the rules and regulations of an applicable utility provider, the Parties will collaborate during the Pre-Application Meeting to outline a plan for resolution of such conflict.

(e) Resubmittals. All resubmittals shall include a comment response letter addressing all comments. The letter shall also identify all other Barefoot-initiated changes made

to the land use application. If a resubmittal does not include all required items or do not address all referral agency comments or necessary corrections, the resubmittal shall be considered incomplete.

10. Default and Remedies. Upon the occurrence of a Barefoot Event of Default (defined below) or a Town Event of Default (defined below) (collectively, an “**Event of Default**”), the non-defaulting Party may provide notice to the defaulting Party specifying the nature of the Event of Default (a “**Default Notice**”). The defaulting Party shall have fourteen (14) days from its receipt of the Default Notice to cure the Event of Default (the “**Cure Period**”). If the defaulting Party fails to cure the Event of Default within the Cure Period, the non-defaulting Party may pursue any and all rights and remedies available hereunder.

(a) Barefoot Default. A “**Barefoot Event of Default**” shall exist if any one or more of the following events shall occur and be continuing following the expiration of the applicable Cure Period:

(i) Failure to pay a Funding Request or submit to the Town a Funding Request Denial within the Review Period; or

(ii) Failure to otherwise observe the terms and conditions of this Agreement.

(b) Town Remedies. Upon the occurrence of a Barefoot Event of Default, the Town shall be entitled to:

(i) Reject acceptance, processing, or review of all pending and future applications from Barefoot, which seek land use approval from the Town relating to the Overall Barefoot Community;

(ii) Delay or reject the scheduling of hearings or other meetings on all pending and future applications from Barefoot, which seek land use approval from the Town relating to the Overall Barefoot Community;

(iii) Condition approval of an application for any land use approval from the Town relating to the Overall Barefoot Community; or

(iv) Withhold any other action necessary to finalize or implement approval of an application (such as recording, notices, and permitting).

(c) Town Default. A “**Town Event of Default**” shall exist if any one or more of the following events shall occur and be continuing following the expiration of the applicable Cure Period:

(i) Failure to carry out the Project, and the completion and installation of the Pedestrian Bridge otherwise, in accordance with the terms of this Agreement;

(ii) Failure to implement the Bridge Fee in accordance with the terms of this Agreement;

(iii) Failure to remit the Bridge Fee Revenue to Barefoot in accordance with the terms of this Agreement;

(iv) Increase the rate of those impact fees set forth in Exhibit E to the Annexation Agreement;

(v) Apply to the Overall Barefoot Community any new or different impact fees that attempt to replace or apply to the same category of capital improvements related to the provision of necessary public services for which the impact fees set forth in Exhibit E to the Annexation Agreement would otherwise be utilized;

(vi) Relying upon or using the Dispute (defined below) over impact fees as a pretext or justification to:

- (1) Reject acceptance, processing, or review of all pending and future applications from Barefoot, which seek land use approval from the Town relating to the Overall Barefoot Community;
- (2) Delay or reject the scheduling of hearings or other meetings on all pending and future applications from Barefoot, which seek land use approval from the Town relating to the Overall Barefoot Community;
- (3) Condition approval of an application for any land use approval from the Town relating to the Overall Barefoot Community; or
- (4) Withhold any other action necessary to finalize or implement approval of an application (such as recording, notices, and permitting); or

(vii) Failure to otherwise observe the terms and conditions of this Agreement.

(d) Barefoot Remedies. Upon the occurrence of a Town Event of Default, Barefoot shall be entitled to:

- (i) Withhold funding any Funding Request; or
- (ii) Delay or otherwise withhold the review process of any Funding Request.

(e) Non-Waiver of Remedies.

(i) Selective Enforcement. In the event the either Party shall elect to selectively or successively enforce its rights under any of the aforementioned

provisions, such action shall not be deemed a waiver or discharge of any other rights of such Party under this Agreement or at law.

(ii) Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies which would otherwise be vested in either Party in law or equity, all of which rights and remedies are specifically reserved by the Parties. The remedies herein provided or otherwise available to each Party shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies hereby provided prevent the subsequent or concurrent resort to any other remedy or remedies which by this Agreement or by law or equity shall be vested in each Party.

11. Assignment. Except for an assignment to an affiliate, Barefoot shall not assign this Agreement or any of its rights or obligations hereunder to any person or entity without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned or delayed. For purposes of this Agreement, an “affiliate” of the Barefoot shall be deemed to be any natural person, limited liability company, general partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative, association or any other legal entity who directly (or indirectly through one or more intermediaries) controls, or is controlled by, or is under common control with the Barefoot. As used in this Section, the terms “control,” “controlled by” and “under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such party, whether through ownership of voting securities, by contract, or otherwise. The Town shall not assign its rights or obligations under this Agreement without consent of Barefoot. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

12. Modification; Amendment. This Agreement may be amended from time to time only if in writing and executed by each of the Parties.

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

14. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

15. Governing Law and Jurisdiction; Legal Fees. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Weld, Colorado. In the event that either Party finds it necessary to retain an attorney in connection with a legal action relating to this Agreement, the non-prevailing Party shall pay the other Party’s reasonable attorney’s fees and costs incurred in enforcing the provisions of this Agreement

16. Paragraph Headings. Paragraph formatting and headings are inserted for convenience of reference only.

17. Recordation. The Parties agree that neither Party shall record this Agreement, nor any memorandum hereof.

18. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit the Parties.

19. Notices. All notices, demands, requests or other communications to be sent by one Party to another or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To Barefoot: Barefoot LLC
Attn: Peter Lauener, Division President
6465 Greenwood Plaza Blvd., Suite 700
Centennial, CO 80111
Email: Peter.Lauener@brookfieldrp.com>

With a Copy To: Foster Graham Milstein & Calisher, LLP
Attn: David Foster; Erik Carlson
360 S. Garfield St., Suite 600
Denver, Colorado 80209
Email: ecarlson@fostergraham.com
david@fostergraham.com

To the Town: Town of Firestone
Attn: Town Manager
9950 Park Avenue
Firestone, CO 80504
Email: [REDACTED]

With a Copy To: Widner Juran LLP
Attn: Keith Martin
13133 E. Arapahoe Rd., Suite
Centennial, CO 80112
Email: kmartin@lawwj.com

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or

three (3) business days after deposit in the United States mail. By giving the other Party at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address. Additionally, all notices, demands, requests or other communications shall also be delivered via email as a courtesy to the Parties.

20. Time is of the Essence. The Parties agree that time is of the essence with respect to this Agreement.

21. Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed.

22. Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder.

23. Acknowledgement of Existing Agreements. The Parties acknowledge and agree that the certain Annexation Agreement dated May 27, 2015, among Barefoot, the Town, and St. Vrain Lakes Metropolitan District Nos. 1-4, recorded with the Weld County Clerk and Recorder on October 12, 2015, at Reception No. 4149332, as the same may be amended or amended and restated (the "**Annexation Agreement**"), and that certain Development and Vested Rights Agreement (Barefoot Lakes Annexation) dated May 27, 2015, among Barefoot, the Town, and St. Vrain Lakes Metropolitan District Nos. 1-4, recorded with the Weld County Clerk and Recorder on October 12, 2015, at Reception No. 4149333 (the "**Vested Rights Agreement**"), are in full force and effect, and this Agreement resolves genuine issues between the Parties regarding the interpretation and enforceability of Section 8 of the Annexation Agreement related to the Town's ability or inability to increase applicable impact fees (the "**Dispute**") and, to that end, represents a final settlement and full satisfaction of all claims, demands, liabilities, losses, obligations, promises, acts, omissions, damages, injuries, costs and expenses, no matter how characterized ("**Claims**"), including, without limitation, compensatory damages, damages for breach of contract, reliance damages, liquidated damages, punitive damages, costs, and attorneys' fees, whether known or unknown, suspected or unsuspected, contingent or fixed, that either Party may have against the other Party based upon, related to, or that have arisen or may have arisen out of the Dispute existing as of the Effective Date. This Agreement does not amend or supersede any of the obligations or responsibilities contained in the Annexation Agreement or Vested Rights Agreement excluding only the performance and enforcement of the express obligations under this Agreement and does not waive any future Claims by any Party related to the Annexation Agreement or Vested Rights Agreement nor any Claims by any Party related to other provisions of the Annexation Agreement or Vested Rights Agreement. .

24. Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

26. Conflicts. If any term or provision(s) in any exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

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

Remainder of page left intentionally blank; signatures appear on the following page.

BAREFOOT:

BAREFOOT LLC

a Colorado limited liability company

By: _____
Name: _____
Title: _____

and

By: _____
Name: _____
Title: _____

TOWN:

TOWN OF FIRESTONE, COLORADO

a Colorado municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Keith Martin, Town Attorney

EXHIBIT A

GENERAL DEPICTION OF PEDESTRIAN BRIDGE LOCATION

dsundeen 2:08:42 PM X:\F\J\F\FIREC\178250\5-final-dsgn\51-drawings\DESIGN FILES\Design Drawings\178250_Plan.dgn



Print Date: 2/26/2025		0000	Sheet Revisions			Town of Firestone Engineering and Utilities		As Constructed	PLAN			Project No./Code	
File Name: 178250_Plan.dgn			Date:	Comments	Init.	7500 Pine Cone Avenue Firestone, CO 80504 (303) 833-3544		No Revisions:				178250	
Horiz. Scale: 1:200 Vert. Scale: As Noted								Revised:	Designer: S.E. Kaye	Structure	-		
Unit Information Unit Leader Initials								Void:	Detailer: D.W. Sundeen	Numbers			
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801									Sheet Subset: PLAN	Subset Sheets:	1 of 1		

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.a

Discussion/Action

Meeting Date: July 23, 2025

Initiated By: Raelynn Ferrera

Department: Administration

AGENDA ITEM

Resolution 25-83: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PROVIDING THAT A TOWN SPECIAL ELECTION WILL BE HELD ON NOVEMBER 4, 2025 IN COORDINATION WITH WELD COUNTY, COLORADO; DESIGNATING THE DESIGNATED ELECTION OFFICIAL; AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH WELD COUNTY FOR THE CONDUCT AND ADMINISTRATION OF THE COORDINATED ELECTION

RECOMMENDATION

Approval of Resolution authorizing execution of the Intergovernmental Agreement.

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 resolution approves an Intergovernmental Agreement (IGA) between the Town and Weld County for the conduct of coordinated elections. The agreement designates the Weld County Clerk and Recorder as the Coordinated Election Official, responsible for conducting elections on behalf of all participating political subdivisions.

This aligns with the Board of Trustees' intent to increase voter turnout, reduce administrative costs, and improve election efficiency.

FINANCIAL CONSIDERATIONS

The estimated Cost Per Ballot with Weld County is \$2.75 per registered voter.

HISTORY AND PREVIOUS BOARD ACTION

On July 9, 2025, at a Regular Board of Trustees meeting, the Boar approved Resolution 25-74 and Resolution 25-75, calling for a Town special election to be held on November 4, 2025.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Encourage Community Governance with Civic Partnerships

ATTACHMENTS

1. Reso 25-83 Nov 2025 Coordinating 2025 Special Election with Weld County
2. 2025 Mutual Aid IGA Firestone

RESOLUTION NO. 25-83

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PROVIDING THAT A TOWN SPECIAL ELECTION WILL BE HELD ON NOVEMBER 4, 2025 IN COORDINATION WITH WELD COUNTY, COLORADO; DESIGNATING THE DESIGNATED ELECTION OFFICIAL; AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH WELD COUNTY FOR THE CONDUCT AND ADMINISTRATION OF THE COORDINATED ELECTION

WHEREAS, the Town of Firestone (“Town”), is a municipal corporation duly organized and operating as a statutory municipality under the Constitution and laws of the State of Colorado; and

WHEREAS, November 4, 2025 is a designated coordinated election date; and

WHEREAS, pursuant to Resolution 25-74 and Resolution 25-75, the Town Board of Trustees called for a Town special election to be held on November 4, 2025 for the purposes set forth in each Resolution; and

WHEREAS, Section 1-7-116(1), C.R.S., provides that the county clerk and recorder shall be the coordinated election official and shall conduct elections on behalf of all political subdivisions participating in a coordinated election; and

WHEREAS, Section 1-7-116(2), C.R.S., provides that each participating political subdivision shall enter into an intergovernmental agreement (“IGA”) with the county clerk and recorder concerning the conduct of the coordinated election, including cost sharing provisions, and such IGA shall be signed no later than seventy days prior to the scheduled election; and

WHEREAS, Article X, Section 20 of the Colorado Constitution (“TABOR”) requires the production of a mailed notice (“TABOR Notice”) concerning certain ballot issues and/or ballot questions that will be submitted to the electors of the County and the participating political subdivision

WHEREAS, the Town desires to participate in the coordinated election to coordinate the November 2025 Town special election and to place one or more TABOR issues before the electorate; and

WHEREAS, in accordance with the Colorado Constitution and state law, the Town may enter into intergovernmental agreements with public entities for the provision of services, including election duties; and

WHEREAS, the Town wishes to engage the Clerk and Recorder for Weld County, Colorado to conduct and help administer the special election to be held on November 4, 2025 as a coordinated election; and

WHEREAS, the Town and the Clerk and Recorder for Weld County, Colorado desire to enter into an intergovernmental agreement for the conduct and administration of the special election to be held on November 4, 2025, describing the allocation of responsibility among the County Clerk, the Town and the Town Clerk for the preparation and the conduct of the coordinated

election as well as the responsibility for the costs related to the coordinated election and for the production and mailing of the TABOR Notice package.

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

Section 1. Coordinated Election. The Town Board of Trustees approves the Town's participation in a coordinated election to be held on November 4, 2025, as a Town special election, for the purposes set forth Resolution No. 2025-74 and Resolution No. 2025-75, calling for a special election. The election shall be conducted as a mail ballot election, coordinated with the Weld County Clerk and Recorder's Office Elections Department, governed by the Uniform Election Code and the laws of Colorado.

Section 2. Designated Election Official. The Town Clerk shall act as the Designated Election Official ("Election Official") for purposes of the election. The Election Official is authorized and directed to conduct such election under the supervision of the Colorado Secretary of State, the Weld County Clerk and Recorder's Office Elections Department, and subject to rules promulgated by the Colorado Secretary of State, and pursuant to all applicable provisions of the Uniform Election Code, the Colorado Mail Ballot Election Act, and the Intergovernmental Agreement. The Election Official shall have primary responsibility for performing all election procedures that are the responsibility of the Town as provided in the Intergovernmental Agreement.

Section 3. Intergovernmental Agreement. The Intergovernmental Agreement for the conduct and administration of coordinated election duties between the Town of Firestone and the Clerk and Recorder for the County of Weld, State of Colorado, regarding the November 4, 2025 coordinated election is approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Town Board authorizes the Town Clerk to execute and carry out the terms of the Intergovernmental Agreement with the Weld County Clerk and Recorder on behalf of the Town.

Section 4. Conduct of Election. The Designated Election Official is authorized to correct typographical errors and omissions. The Designated Election Official and Town Attorney are hereby authorized and directed to take all necessary and appropriate action to effectuate the provisions of this Resolution including all reasonable and necessary action to cause such approved ballot issues to be printed and placed on the ballot for the election.

Section 5. Actions by Town Officers and Employees. Any and all actions previously taken by the Election Official or any other Town officer or employee in furtherance of the directions and authorizations of this Resolution are hereby ratified and confirmed.

PASSED AND ADOPTED this ____ day of _____, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

Town of Firestone, hereinafter referred to as “Jurisdiction,” does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as “Commissioners,” and the Weld County Clerk and Recorder, hereinafter referred to as “County Clerk,” concerning the administration of the November 4, 2025, Coordinated Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter “Code”), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk’s duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 4, 2025; and

WHEREAS, the Jurisdiction agrees to conduct a Coordinated Election with the County Clerk acting as the Coordinated Election Official; and

WHEREAS, the County Clerk is the “Coordinated Election Official,” pursuant to C.R.S. §1-7-116, and is to perform certain election services in consideration of performances by the Jurisdiction of the obligations herein below set forth; and

WHEREAS, such agreements are authorized by statute at C.R.S. §§1-1-111(3), 1-7-116, and 29-1-203, et seq.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Jurisdiction encompasses territory within Weld County and _____ County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.
2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 4, 2025, Coordinated Election.
3. The Jurisdiction agrees to perform the following tasks and activities:
 - a. Conduct all procedures required of the clerk or designated election official for initiatives, referenda, and referred measures under the provisions of C.R.S. §§31-11-101 through 31-11-118.
 - b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petition; determine candidate eligibility; receive candidate acceptance of nominations; accept notice of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, and C.R.S. §1-4-501, C.R.S., and those portions of the Colorado Municipal Election Code of 1965, Article X of Title 31, as adopted by reference pursuant to C.R.S. §1-4-805.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- c. Establish order of names and questions for Jurisdiction's portion of the ballot and submit to the County Clerk in final form. The ballot content, including a list of candidates, ballot title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to C.R.S. §1-5-203(3)(a). The Jurisdiction must provide a Spanish (US) translation of the ballot title and text for the County to provide a Spanish language sample ballot and a Spanish language in-person ballot pursuant to § 1-5-906 and 1-5-907, C.R.S. The translation services selected by the Jurisdiction must be screened and tested for proficiency in both written English and Spanish with affiliation or accreditation by a nationally recognized association of translators or have credentials or certifications that are comparable to or exceed the standards used by a nationally recognized association of translators, and must produce translations that are linguistically accurate, culturally appropriate, and technically consistent with the original documents. The County Clerk will require the certification of translation be turned in with the ballot content.
- d. Accept written comments for and against ballot issues pursuant to C.R.S. §§ 1-7-901 and Colorado Constitution Article 10, Section 20(3)(b)(v). Comments to be accepted must be filed by noon on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the Jurisdiction but only to the extent required pursuant to C.R.S. §1-7-903(3). The full text of any required ballot issue notices must be transmitted to and received by the County Clerk no later than 43 days prior to the election pursuant to C.R.S. §1-7-904. No portion of this Subsection 3(d) shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.
- e. Collect, prepare, and submit all information required to give notice pursuant to Colorado Constitution Article 10, Section 20(3)(b), the Taxpayer's Bill of Rights. Such information must be received by the County Clerk no less than 43 days prior to the election to give the County Clerk sufficient time to circulate the information to voters.
- f. Accept affidavits of intent to accept write-in candidacy up until close of business on the 64th day before the election, provide a list of valid affidavits received and forward them to the County Clerk pursuant to C.R.S. §1-4-1102(2).
- g. Pay the sum of \$2.50 per registered elector eligible to vote in the Jurisdiction's election as of November 4, 2025, with a \$200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. If the Jurisdiction cancels the election before its Section 20, Article X, the Taxpayer's Bill of Rights, notices are due to the County, and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses under this Subsection 3(g). The Jurisdiction shall also be responsible for costs of recounts pursuant to C.R.S. §§1-10.5-107 or 1-11-215, except for costs collected from an "interested party"

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

pursuant to C.R.S. §1-10.5-106 which shall be collected by the entity conducting the recount.

- h. Designate an “election official” who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- i. By approval of this Agreement, any municipality thereby resolves to not use the provisions of the Colorado Municipal Election Code, except as otherwise set forth herein or as its use is specifically authorized by the Code.
- j. Mail ballot issue notices pursuant to C.R.S. §1-7-906(2) for active registered electors who do not reside within the county or counties where the political subdivision is located.
- k. Carry out all action necessary for cancellation of an election including notice pursuant to C.R.S. §1-5-208, and pay any costs incurred by the County Clerk within 30 days of receipt of an invoice setting forth the costs of the canceled election pursuant to C.R.S. §1-5-208(5).
- l. Jurisdiction shall verify as being accurate the list of registered elector’s names and addresses previously forwarded to the Jurisdiction by the Weld County Clerk and Recorder’s Office. By signing this Agreement, Jurisdiction represents that the list of registered elector’s names and addresses has been reviewed by the Jurisdiction and is accurate. The Jurisdiction will promptly notify the contact listed in section 5(f) of any changes to the information contained in said list.
- m. By September **5th**, Jurisdiction shall notify all candidates to call the Election Office at 970-400-3109, to leave a voice mail on how to pronounce the candidate’s name and the office the candidate is seeking.

4. The County Clerk Agrees to perform the following tasks and activities:

- a. Except as otherwise expressly provided for in this Agreement, to act as the Coordinated Election Official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the Coordinated Election Official.
- b. Circulate the Taxpayer’s Bill of Rights notice pursuant to Colorado Constitution Article X, Section 20.
- c. Circulate general Ballot Issues notices pursuant to C.R.S. §§ 1-7-905 and 1-7-906(1), and publish and post notice, as directed in C.R.S. §1-5-205.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- d. Designate the statutory required number of drop boxes during the election cycle. Designate not less than the statutory requirement of voter service and polling centers for early voting and election day.
- e. After Election Day, bill Jurisdiction for number of registered electors within the Jurisdiction as of Election Day; identify the members of the Board of Canvassers eligible for receiving a fee; and bill the Jurisdiction for the fees.
- f. Designate an employee of the Weld County Clerk and Recorder's Office, Election Division to act as a primary liaison or contact between the County Clerk and the Jurisdiction (see contact information in 5(f)).
- g. The County Clerk shall appoint and train election judges and this power shall be delegated by the Jurisdiction to the County Clerk, to the extent required or allowed by law.
- h. Select and appoint a Board of Canvassers to canvass the votes, provided that the Jurisdiction, at its option, may designate one of its members and one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that Jurisdiction. If the Jurisdiction desires to appoint one of its members and an eligible elector to assist, it shall make such appointments, and shall notify the County Clerk in writing of such appointments not later than 15 days prior to the election. The County Clerk shall receive and canvass all votes, and shall certify the results in the time and manner provided and required by the Code. The County Clerk shall perform all recounts required by the Code.

5. Additional Provisions

a. Time of the Essence.

Time is of the essence in this Agreement. The statutory time frames of the Code shall apply to the completion of the tasks required by this Agreement.

b. Right of Termination.

If Jurisdiction fails to accomplish its obligations, County is relieved of any further obligation under this agreement. Jurisdiction is fully responsible for any actions that result from its failure to meet its obligations.

c. No Waiver of Privileges or Immunities.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§ 24-10-101 et seq., as applicable now or hereafter amended, or any other applicable privileges or immunities held by the parties to this Agreement.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

d. No Third Party Beneficiary Enforcement.

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

e. Entire Agreement, Modification, Waiver of Breach.

This Agreement contains the entire Agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement and any attached exhibits shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, or subsequent, breach.

f. Notice provided for in this Agreement shall be given by the Jurisdiction to the primary liaison designated according to section 4.f. above:

Adam Gonzales
Phone: (970) 400-3178
Fax: (970) 304-6566
Email: agonzales@weld.gov
Address: PO Box 459, Greeley, CO 80632

Notice provided for in this Agreement shall be given to the Jurisdiction election official referred to in Subsection 3(h) of this Agreement by phone:

Designated Election Official for Jurisdiction: _____
Phone: _____
After hour phone number: _____
Additional Contact Information:
Fax: _____
E-mail: _____
Address: _____
_____.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

DATED this _____ day of _____, 2025.

WELD COUNTY CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF WELD COUNTY

Carly Koppes, Clerk and Recorder

Perry Buck, Chair

APPROVED AS TO FORM:

ATTEST: _____
Clerk to the Board of County Commissioners

County Attorney

Deputy Clerk to the Board

Town of Firestone
APPROVED AS TO FORM:

ATTEST:

Attorney for Jurisdiction (Signature)

Designated Election Official for Jurisdiction
(Signature)

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.b

Discussion/Action

Meeting Date: July 23, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Planning and Zoning Commission Discussion

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the [Ordinance or Resolution].

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

Denial: The Board moves to deny the [Ordinance or Resolution].

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

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 10.a

Executive Session

Meeting Date: July 23, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

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

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

None