



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

May 23, 2018
7:00 PM
151 Grant Avenue
Firestone, CO 80520

- 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**
 - 5.a.** Approval of May 9, 2018 Regular Meeting Minutes and May 16, 2018 Special Meeting Minutes
 - 5.b.** Approval of May 23, 2018 Accounts Payable
 - 5.c.** January - March 2018 Financial Statement
 - 5.d.** 2018 Water Leasing
 - 5.e.** McClure Avenue Extension Construction - Payment Application No.4
- 6. Presentation**
 - 6.a.** Frederick High School - Future Business Leaders of America
 - 6.b.** Frederick High School - Speech & Debate Team Grant Application
 - 6.c.** Firestone-Frederick Fire Protection District
- 7. Public Hearing**
 - 7.a.** FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR BAREFOOT LAKES FILING NO. 3

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to two minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Manager's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

7.a. Resolution 18-23: A RESOLUTION APPROVING A FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR BAREFOOT LAKES FILING NO.3

8. Discussion/Action

- 8.a.** Independent Contractor Agreement by and Between the Town of Firestone and THK Associates, Inc. for Professional Consulting Services - Parks Planning and Design Services
- 8.b.** Independent Contract Agreement by and Between the Town of Firestone and THK Associates, Inc. for Professional Consulting Services - General Planning
- 8.c.** Independent Contractor Agreement by and Between the Town of Firestone and THK Associates, Inc. for Professional Consulting Services - Planning and Development Review
- 8.d.** Halcyon Design LLC - Town Hall Remodel Design Development Contract
- 8.e.** Ordinance 933: An Ordinance Approving Lease -Purchase Agreement for six (6) Public Works Vehicles

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

10. Reports

10.a. Staff

10.a. Police Station Update - Dave Lindsay

10.a. Quasi Judicial Training (time permitting)

10.b. Mayor

10.c. Trustees

10.d. Committee Updates

11. Executive Session

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to two minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Manager's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

- 11.a.** Executive Session pursuant to C.R.S. 24-6-402(4)(a), for the purposes of discussing the potential acquisition of property interests under C.R.S. 24-6-402(4)(a) - potential acquisition of parcels located in Firestone.

12. Report from the Executive Session

13. Adjournment

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to two minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Manager's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
May 9, 2018

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on May 9, 2018, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:03 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson

Trustees: Don Conyac
George Heath (absent – excused)
Samantha Meiring
Frank A. Jimenez (absent-excused)
Doug Sharp

Staff: **Present:** Sam Light, Town Attorney; David Montgomery, Acting Town Manager; Jennifer Weinberger, Asst Town Manager; Leah Vanarsdall, Town Clerk.

2. PLEDGE OF ALLEGIANCE

Mayor Sindelar led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

Motion by Trustee Meiring, **second** by Trustee Conyac, to Approve Agenda. **Motion passed**, all in favor.

4. PUBLIC COMMENT

None

5. CONSENT AGENDA

Motion by Meiring, **second** by Mayor Pro-tem Peterson, to Approve Consent Agenda.

Roll Call Vote: Trustee Sharp – yes, Trustee Conyac – yes, Trustee Meiring – yes, Mayor Pro-tem Peterson – yes. **Motion passed**, all in favor.

6. PROCLAMATION

a. Kids to Park Day, May 19, 2018

7. REPORTS

a. Staff

b. Mayor

c. Trustees

d. Committee Updates

8. EXECUTIVE SESSION Open: 7:35 pm Closed: 8:44 pm

a. Executive Session pursuant to C.R.S. 24-6-402(4)(a), for the purposes of discussing the potential acquisition of property interests under C.R.S. 24-6-402(4)(a) – potential acquisition of parcels located in Firestone

b. Executive Session pursuant to C.R.S. 24-6-402(4)(e), for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiations under C.R.S. Section 24-6-402(4)(e) – Interim Town Manager Contract

Motion by Trustee Conyac, **second** by Trustee Sharp, to Adjourn to Executive Session.

Motion passed, All in favor.

Attorney Sam Light, Mayor Sindelar, Mayor Pro-tem Peterson, Trustees Sharp, Conyac, Meiring, Asst Town Manager, Jennifer Weinberger and David Montgomery, Acting Interim Town manager were present for Executive Session.

12. REPORT FROM EXECUTIVE SESSION

No Report nor Action Items from Executive Sessions

Motion by Trustee Meiring, **second** by Mayor Pro-tem Peterson to set a Special Meeting for Wednesday, May 16, 2018 at 7:00 pm preceding the regularly set Board Work Session. **Motion passed**, All in Favor.

13. ADJOURNMENT

Motion by Trustee Coynac, **second** by Mayor Pro-tem Peterson, to adjourn meeting at 8:58 pm. **Motion passed**, all in favor.

Introduced and Approved this 9th day of May, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall, Town Clerk

TOWN OF FIRESTONE, COLORADO
Board of Trustees Special Meeting
May 16, 2018

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Special Meeting on May 16, 2018, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:03 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson

Trustees: Don Conyac
George Heath
Samantha Meiring
Frank A. Jimenez
Doug Sharp

Staff: **Present:** Sam Light, Town Attorney; Jennifer Weinberger, Asst Town Manager; & Leah Vanarsdall, Town Clerk; A. J. Kreiger, Interim Town Manager

2. PLEDGE OF ALLEGIANCE

Mayor Sindelar led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

Motion by Mayor Pro-tem Peterson, **second** by Trustee Conyac, to approve the Agenda. **Roll Call Vote:** Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes. All in Favor, **Motion carried.**

4. DISCUSSION/ACTION ITEM

a. Employment Agreement with A.J.Krieger for Interim Town Manager

Motion by Trustee Heath, **second** by Trustee Conyac, to approve the Interim Town Manager contract as amended to begin Thursday, May 17, 2018 in lieu of May 22, 2018 with A.J.

Krieger. **Roll Call Vote:** Mayor Pro-tem Peterson – yes, Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Conyac – yes, Trustee Sharp – yes, Trustee Heath – yes. All in Favor, **Motion carried.**

5. ADJOURNMENT

Motion by Trustee Jimenez, **second** by Mayor Pro-tem Peterson, to adjourn meeting at 7:10 pm. **Motion passed**, all in favor.

Introduced and Approved this 16th day of May, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall, Town Clerk

Vendor

Amount

Total 24 HOUR SIGN LANGUAGE SERVICES:	180.00
Total 4 RIVERS EQUIPMENT:	168.11
Total ACCENT BRANDING SOLUTIONS:	374.00
Total ACE HARDWARE OF FIRESTONE:	307.05
Total ADAMSON POLICE PRODUCTS:	955.11
Total ADVANCED ENVIRONMENTAL CONSULTING, LLC:	468.00
Total AGFINITY-MEAD:	669.00
Total AIRE-MASTER OF NORTH DENVER:	39.00
Total ALL COPY PRODUCTS:	1,705.00
Total AMAZON:	198.07
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total ANDY EPPLER:	150.00
Total ANIMAL CARE EQUIPMENT & SERVICES INC:	515.29
Total ANTHEM BLUE CROSS AND BLUE SHIELD:	49,179.38
Total AUSMUS LAW FIRM, P.C.:	600.00
Total B K TIRE, INC:	989.36
Total BAREFOOT RESIDENTIAL LLC:	16,578.40
Total BENJAMIN TOBY HAMMOND:	450.00
Total Black Hills Energy:	934.31
Total BLACKJACK PIZZA:	35.55
Total BUDGET CONFERENCING:	225.38
Total CalAtlantic Title:	137.44
Total CARBON VALLEY HEATING AND AIR, INC:	7,659.00
Total CASELLE, INC.:	2,961.00
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	245,547.40
Total CENTURY LINK:	89.86
Total CESARE, INC:	3,250.00
Total CIRSA:	2.75
Total CLIFTON LARSON ALLEN LLP:	28,361.46
Total CMCA - SET REMIT ADDRESS:	300.00
Total COALRIDGE ANIMAL HOSPITAL, INC:	99.24
Total COLORADO BARRICADE CO.:	3,820.00
Total COLORADO CIVIL GROUP INC.:	12,985.00
Total COLORADO MUNICIPAL LEAGUE:	1,118.00
Total COMCAST CABLE -0310188 - SEATTLE:	371.93
Total CUSTOM FENCE & SUPPLY:	1,461.52
Total D STREET:	9,554.06
Total DANA KEPNER COMPANY, INC.:	1,266.15

Vendor	Amount
Total DBC IRRIGATION SUPPLY:	1,150.05
Total DOUBLETREE RESTAURANT:	62.98
Total DRIVE TRAIN INDUSTRIES INC:	443.05
Total DROPBOX INC:	200.00
Total E-470:	95.65
Total EAGLE EYE SECURITY INC.:	100.00
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	59.75
Total EMPLOYERS COUNCIL SERVICES, INC:	440.00
Total EWING AUTO PARTS, INC.:	35.48
Total EXTREME EVENT PRODUCTIONS:	975.00
Total FAA STATE BOARD EXAM:	300.00
Total FACTORY MOTOR PARTS CO.:	35.44
Total FIDELITY NATIONAL TITLE-BOULDER:	17.70
Total FIDELITY NATIONAL TITLE-DENVER:	6.12
Total FIDELITY NATIONAL TITLE-LONGMONT:	21.86
Total FIRST AMERICAN TITLE CO:	6.61
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	38.04
Total FIRSTBANK:	1,542.30-
Total FREDERICK - FIRESTONE FIRE PROTECTION:	159.14
Total FRONT RANGE PORTABLE RESTROOMS, LLC:	650.00
Total FRONTIER BUSINESS PRODUCTS:	78.66
Total FRONTIER COMMUNICATIONS CORP.:	221.89
Total FRONTIER COMPUTER CORP.:	2,579.18
Total G & G EQUIPMENT INC:	407.51
Total GALLS LLC:	119.97
Total GINA PATTERSON:	250.00
Total GRAINGER:	341.99
Total GREEN MILL SPORTSMAN'S CLUB, INC:	300.00
Total GUARDIAN TITLE-DENVER:	705.90
Total HELM INC:	849.00
Total HOME DEPOT CREDIT SERVICES:	1,577.45
Total HOME DEPOT.COM:	357.91
Total iATN:	19.00
Total INTERSTATE FORD:	416.91
Total KENZ & LESLIE DISTRIBUTING CO.:	19.45-
Total KERR-MCGEE OIL & GAS ONSHORE:	1.22
Total KING SOOPERS:	64.95
Total KINSCO, LLC:	360.92
Total KRISTA LYNN KUHN:	250.00

Vendor	Amount
Total LAND TITLE-BOULDER:	23.67
Total LAWRENCE JONES CUSTER GRASMICK, LLP:	4,633.94
Total LGI HOMES:	5,340.80
Total LIFE STORIES:	250.00
Total LIGHT KELLY, P.C.:	9,658.00
Total LONGMONT HUMANE SOCIETY:	1,083.33
Total MAIN STREET MAT COMPANY, INC:	227.31
Total MARRIOT:	149.84-
Total MATCO TOOLS:	25.95
Total MCDONALD FARMS ENTERPRISES, INC:	17,880.00
Total MCGRANE WATER ENGINEERING, LLC:	7,757.50
Total MISC CREDIT CARD 1X MERCHANT:	211.45
Total MISC VENDOR:	4,887.56
Total MOUNTAIN CONSTRUCTORS, INC:	397,273.69
Total NEW CONSOLIDATED LOWER BOULDER RESERVOIR:	2,552.81
Total O.J. WATSON COMPANY, INC.:	385.92
Total OCPO/CECTI:	90.00
Total OFFICE DEPOT INC:	598.63
Total O'REILLY AUTO PARTS:	48.10
Total PEPPER'S FIRESIDE GRILLE:	55.33
Total PINNACOL ASSURANCE:	12,122.00
Total PITNEY GLOBAL FINANCIAL SERVICES LLC:	188.16
Total PRAIRIE MOUNTAIN PUBLISHING:	287.91
Total PROCESS CONTROL DYNAMICS, INC:	226.00
Total RAINMASTER - iCENTRAL:	268.75
Total RAPTOR USED OIL:	65.00
Total RENEWABLE FIBER, INC.:	2,392.80
Total RHOMAR INDUSTRIES, INC.:	807.00
Total RIPTIDE CAR & PET WASH:	340.25
Total S & B PORTA-BOWL RESTROOMS, INC:	294.00
Total SAFE BUILT COLORADO INC:	52,355.15
Total SAFETY AND CONSTRUCTION SUPPLY INC:	431.76
Total SAFEWAY STORE:	73.85
Total SAM'S CLUB:	2,164.10
Total SANTIAGO'S MEXICAN RESTAURANT:	120.00
Total SIRCHIE FINGER PRINT LABORATORIES:	243.00
Total SMITH & WESSON:	114.56
Total SMITH SECKMAN REID, INC:	1,288.40
Total SNAP-ON:	13.65

Vendor	Amount
Total ST VRAIN SANITATION DISTRICT:	185,586.90
Total STONE CREEK ROOFING & EXTERIORS:	3,368.00
Total STRATA LEADERSHIP, LLC:	99.00
Total STRATECON, INC.:	240.00
Total SUNRISE ENVIROMENTAL SCIENTIFIC:	211.30
Total SYMBOL ARTS:	900.00
Total The Hitt Companies:	100.25
Total THK ASSOCIATES, INC.:	11,082.50
Total THOMSON REUTERS-WEST:	140.00
Total Tractor Supply Co:	314.69
Total TRAILER SOURCE-ERIE:	6,529.00
Total TRANSWEST TRUCK TRAILER RV:	6.03
Total U.S. BANK NATIONAL ASSOCIATION:	53,359.38
Total UME CUSTOM EMBROIDERY:	14.00
Total UNITED POWER:	9,654.16
Total UPS:	153.81
Total UTILITY REFUNDS -1:	23.49
Total VALLI INFORMATION SYSTEMS:	2,081.95
Total WAGNER EQUIPMENT CO.:	33.70
Total WAGNER WELDING SUPPLY CO.:	120.40
Total WALMART / WALMART.COM:	41.52
Total WELD COUNTY DETENTION CENTER:	80.46
Total WEX BANK:	9,130.27
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	609.95
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	174.00
Total ZORO TOOLS INC:	122.82
Total :	1,216,851.47
Grand Totals:	1,216,851.47

Payables Summary

Accounts Payable Report

May 23, 2018

of Invoices - 364

\$ 1,216,892.92

<u>COMPANY NAME</u>	<u>DESCRIPTION</u>	<u>Pass-Through \$</u>	<u>Total Amt.</u>
Total of Invoices under \$25,000.00		\$ 33,404.69	\$ 205,229.56
Central Weld County Water District	April 2018 Water Tap Fees		\$ 245,547.40
Clifton Larson Allen	April 2018 Professional Accounting Services		\$ 28,361.46
St Vrain Sanitation	1st Street Pipeline Relocation		\$ 185,586.90
Anthem Blue Cross	June 2018 Health Insurance premium		\$ 49,179.38
Mountain Constructors	McClure Avenue Extension, Pay Ap 4		\$ 397,273.69
Safe Built	April 2018 Building Department Services		\$ 52,355.15
US Bank National Assoc	Interest Payment 2014- 2014 Sales Tax Revenue Bonds		\$ 53,359.38
Total Invoices, Current		\$ 33,404.69	\$ 1,216,892.92
Ongoing credits on vendor account, on previous AP approvals			
Kenz & Leslie Distributing	Credit on account		\$ (19.45)
UME Custom Embroidery	Credit on account		\$ (22.00)
Total (to match Board AP Detail Reports)			\$ 1,216,851.47

For further detail please see Finance Department.

Please direct any questions to Judy Scott ext. 256.

MEMORANDUM

Date: May 23, 2018 (Board meeting)

To: Town Board of Trustees

From: Marjorie Wickham, Controller

Re: 1st Quarter 2018 Draft Financial Statements

1) Sales Tax:

- **General Fund Sales Tax Collections** (through March 2018):
The year to date general sales tax collections total \$766,280, which is \$43,088 or 5.96% higher than total collections through March 2017 mainly due to the increases in Motor Vehicle taxes for the 1st quarter of 2018 and organic growth.
- **1% Sales Tax Collections** (through March 2018):
The year to date 1% sales tax collections total \$365,235, which is \$14,078 or 4.01% higher than total collections through March 2017 due to organic growth.
- **.6% Sales Tax Collections** (through March 2018): The year to date .6% sales tax collections total \$257,356.

2) Property Tax Collections:

As of March 2018, 31.25% of the budgeted property taxes had been collected for a total of \$437,862, which is trending the same as what was collected as of March 2017. The majority of all property taxes will be remitted by the County Treasurer by July 10th.

3) Building Permits:

Total building permit revenue at March 31, 2018 was \$340,416 compared to \$152,382 as of March 31, 2017. As of March 2018, there have been 27 single family home permits issued, 6 less than total single-family permits issued through March 2017. However, there have been 8 multi-family permits issued through March 2018 compared to 1 for the same time period in 2017.

4) Impact Fees:

Total impact fee revenues through the month of March 2018 were \$1,450,589 or 67.65% of the revenue estimated for 2018 of \$2,144,112. Revenues for the same period for 2017 were \$504,117, an increase of \$946,472, which correlates to the increase in multi-family permits issued during 2018 compared to 2017 as noted in 3) above.

5) Water Sales Revenue:

Total water revenue charges through the month of March 2018 were \$544,542 or 16.37% of the estimated revenues for 2018 of \$3,325,900, compared to actual revenues received of \$476,562 for the same period in 2017 which was 13.79% of actual revenues for 2017. This is not a weighted average because water sales tend to be cyclical with June through September being the highest consumption months. Year to date sales of water taps through March are at 34.56% of the annual budget.

6) **Beginning 2018 Fund Balances:**

- The General Fund beginning fund balance of \$16,152,780 at January 1, 2018 was approximately \$750K higher than the estimated fund balance for 2017, due to additional revenue collections and transfers from funds closed into the General Fund during 2017 as well as operating cost savings.
- The Water Fund beginning fund balance of \$7,588,582 at January 1, 2018 was less than the estimated 2017 balance by approximately \$362K due to tap fee revenues coming in less by approximately \$487K of what was estimated, which is based on development. The Water Fund also had operational cost savings of approximately \$125K in 2017 from what was estimated.

7) **Cash Availability and Reserves:**

Total Cash and Investments on Hand (as of March 31, 2018) was approximately \$39.2M of which \$9.7M was restricted for the following purposes:

- a) \$7.8M impact fees collected for Roadway, Regional Parks, Municipal Facilities, Drainage, and Raw Water restricted for related capital projects.
- b) \$275K Conservation Trust funds restricted for future payments on maintenance and capital expenditures as allowed under state statutes.
- c) \$288K Open Space funds restricted for the purchase, development and maintenance of open space within the Town.
- d) \$258K PD Facility (.6%) restricted for the construction of the new police facility and associated debt service issuance/payments.
- e) \$1.09M Firestone Urban Renewal Authority funds restricted for improvements to mitigate blight in the Urban Renewal Authority boundaries.

Additionally, there were \$5.9M designated for the following purposes:

- f) \$5.3M designated for future Northern Integrated Supply (NISP) water project costs.
- g) \$652K working reserve of 25% of current year General Fund operating expenditures.

\$23.5M was unrestricted and undesignated at March 31st, of which \$14.5M of that pertains to the Water Fund.

At March 31, 2018 cash and investments were held as follows:

Deposit accounts – FirstBank and Adams Bank	\$ 1,347,688
Savings accounts – FirstBank and Adams Bank	6,241,761
CSAFE	30,314,381 (currently yielding 1.81%)
Certificates of Deposit	1,249,265

\$515K of certificates of deposits maturing in July 2018 will be transferred to CSAFE where the funds will yield a higher rate of return.

8) Debt and Bonds:

At March 31, 2018 the Town had the following long-term indebtedness outstanding:

1. 2005 Certificates of Participation \$1,055,000 outstanding as of March 31, 2018. (Original issue by the Firestone Finance Authority in 2005 of \$1,985,000 with interest at 3.5% to 6.75% per annum. Payments are due in annual installments through December 2025).
2. 2014 Sales Tax Revenue Bonds \$3,187,000 outstanding as of March 31, 2018. (Original issued amount was \$3,795,000 with interest at 2.0% to 3.65% per annum. Payments are due in annual installments through December 2033).
3. Colorado Water Conservation Board (CWCB) Loan \$1,580,000 outstanding as of March 31, 2018. (Total loan approved of \$10M. Interest accrued at a rate of 2.35% as the loan funds are drawn down by the Town and will become payable when the project is substantially complete. The CWCB loan funds are being used to develop a non-potable water supply. The balance of \$8,420,000 is expected to be drawn down in 2019.

9) 1st Quarter/Current Finance Projects:

- 1) The Town issued Certificates of Participation, Series 2018 (the Certificates), in the amount of \$16,113,343 on April 18, 2018, to pay for the construction of the new police facility at an interest rate of 3.81% payable semi-annually on June 1 and December 1 commencing June 1, 2018. Principal related payments on the Certificates are due beginning December 1, 2018 and mature on December 1, 2042.
- 2) Finance has completed putting together the 2017 Comprehensive Annual Financial Report (CAFR) and field work for the 2017 audit took place the week of May 14th. The 2017 CAFR is schedule to be issued on June 15, 2018 and the draft will be presented to the Board at the June 13, 2018 meeting.
- 3) Finance updated both the Purchasing and Investment policies along with drafting new policies for Debt and Capital Assets, which the Finance Committee as reviewed and made comments on. The policies will be brought to the Board in June 2018 for approval.
- 4) Finance with the assistance of CliftonLarsonAllen has updated the water cash flow model for the Northern Integrated Supply (NISIP) project and other water projects, which is currently being reviewed by Town staff.
- 5) Created and developed sales tax monitoring process.
- 6) Reviewed and modified developer chargeback process.
- 7) Trained new finance staff hired in January 2017.
- 8) Reviewed analysis and commencement of new modules in Caselle.

10) 2nd and 3rd Quarter Projects:

- 1) Bank RFP.
- 2) Commencement of 2019 budget.
- 3) Training of new Finance staff recently hired.

Town of Firestone
Financial Statements
March 31, 2018

**TOWN OF FIRESTONE
BALANCE SHEET
MARCH 31, 2018**

			SALES AND USE TAX - POLICE FACILITIES CAPITAL IMPROVEMENT FUND (.6%)	FIRESTONE FINANCE AUTHORITY FUND
	GENERAL FUND	SALES TAX CAPITAL IMPROVEMENT FUND (1%)		
ASSETS				
Cash and investments	\$ 17,104,677	\$ 121,085	\$ 79,053	\$ -
Receivables	750,144	245,751	178,449	-
Due from other funds	366,836	-	-	-
Prepaid expenses	5,676	-	-	-
Total Assets	<u>\$ 18,227,333</u>	<u>\$ 366,836</u>	<u>\$ 257,502</u>	<u>\$ -</u>
LIABILITIES				
Accounts payable	\$ 929,533	\$ -	\$ -	\$ -
Accrued liabilities	253,090	-	-	-
Due to other funds	-	366,836	-	-
Customer deposits	3,905	-	-	-
Bond and Developer deposits	228,706	-	-	-
Total Liabilities	<u>1,415,234</u>	<u>366,836</u>	<u>-</u>	<u>-</u>
FUND BALANCE				
Restricted				
Impact Fees - Roadway	2,127,953	-	-	-
Impact Fees - Regional Parks	1,367,770	-	-	-
Impact Fees - Municipal Facilities	2,563,459	-	-	-
Impact Fees - Drainage	350,554	-	-	-
Impact Fees - Raw Water Irrigation	1,389,423	-	-	-
Conservation Trust Fund	274,938	-	-	-
Open Space	287,706	-	-	-
PD Facility	-	-	257,502	-
FURA Improvements	-	-	-	-
Working Reserve	651,624	-	-	-
Assigned for NISP	-	-	-	-
Unassigned and Unrestricted	7,798,672	-	-	-
Total Fund Balance	<u>16,812,098</u>	<u>-</u>	<u>257,502</u>	<u>-</u>
Total Liabilities and Fund Balance	<u>\$ 18,227,333</u>	<u>\$ 366,836</u>	<u>\$ 257,502</u>	<u>\$ -</u>

FIRESTONE URBAN RENEWAL AUTHORITY - SOUTHERN	FIRESTONE URBAN RENEWAL AUTHORITY - NORTHERN	FIRESTONE URBAN RENEWAL AUTHORITY - CENTRAL	WATER FUND	STORMWATER FUND	TOTAL FUNDS
\$ 464,738	\$ 665,197	\$ 2,122	\$ 19,800,706	\$ 915,517	\$ 39,153,095
-	7,091	1,117	191,439	50,526	1,424,517
30,765	7,691	-	-	-	405,292
-	-	-	-	-	5,676
\$ 495,503	\$ 679,979	\$ 3,239	\$ 19,992,145	\$ 966,043	\$ 40,988,580
\$ -	\$ 46,990	\$ 1,228	\$ 321,384	\$ 1,398	\$ 1,300,533
-	-	-	14,394	2,305	269,789
-	-	38,456	-	-	405,292
-	-	-	175,267	1,736	180,908
-	-	-	-	-	228,706
-	46,990	39,684	511,045	5,439	2,385,228
-	-	-	-	-	2,127,953
-	-	-	-	-	1,367,770
-	-	-	-	-	2,563,459
-	-	-	-	-	350,554
-	-	-	-	-	1,389,423
-	-	-	-	-	274,938
-	-	-	-	-	287,706
-	-	-	-	-	257,502
495,503	632,989	(36,445)	-	-	1,092,047
-	-	-	-	-	651,624
-	-	-	5,299,790	-	5,299,790
-	-	-	14,181,310	960,604	22,940,585
495,503	632,989	(36,445)	19,481,100	960,604	38,603,352
\$ 495,503	\$ 679,979	\$ 3,239	\$ 19,992,145	\$ 966,043	\$ 40,988,580

NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS. DRAFT SUBJECT TO REVISION.

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE THREE MONTHS ENDING MARCH 31, 2018

GENERAL FUND

	CURRENT MONTH	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Taxes				
Property taxes	\$ 421,569	\$ 437,862	\$ 1,400,949	\$ (963,087)
Specific ownership taxes	7,921	24,490	87,966	(63,476)
Sales and use taxes - retail	332,305	860,817	4,445,570	(3,584,753)
Use taxes - construction materials	110,569	282,347	442,500	(160,153)
Lodging taxes	9,458	13,584	87,772	(74,188)
Total Taxes	881,821	1,619,100	6,464,757	(4,845,657)
Intergovernmental				
Highway users tax fund (HUTF)	32,618	99,935	397,952	(298,017)
County Road & Bridge shareback	-	48,179	197,886	(149,707)
Conservation Trust Fund - Lottery	14,437	14,437	61,146	(46,709)
Severance taxes	-	-	80,794	(80,794)
Cigarette taxes	2,019	5,141	15,400	(10,259)
Motor vehicle registration fees taxes	4,747	12,757	54,700	(41,943)
St. Vrain Valley School District reimbursement	-	-	39,004	(39,004)
Total Intergovernmental	53,821	180,449	846,882	(666,433)
Licenses, fees and charges				
Business, sales and use tax license fees	1,204	6,304	15,800	(9,496)
Liquor license fees	253	528	7,250	(6,722)
Impact fees	535,781	1,450,589	2,144,112	(693,523)
Building permits - general	72,280	184,368	564,000	(379,632)
Building permits - new home permits	59,624	156,048	90,600	65,448
Planning fees	-	-	70,000	(70,000)
Developer chargebacks	57,640	79,798	380,940	(301,142)
Other	3,575	11,620	39,100	(27,480)
Total Licenses, fees and charges	730,357	1,889,255	3,311,802	(1,422,547)
Fines				
Fines	17,917	45,476	222,572	(177,096)
Total Fines	17,917	45,476	222,572	(177,096)
Grants				
PD - Click it or ticket	-	1,322	2,000	(678)
PD - High Visibility Enforcement	-	-	4,000	(4,000)
PD - DOLA grant	-	-	800,000	(800,000)
Total Grants	-	1,322	806,000	(804,678)

**TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE THREE MONTHS ENDING MARCH 31, 2018**

GENERAL FUND

	CURRENT MONTH	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
Other				
Franchise fees	24,999	126,917	563,800	(436,883)
Fuel tax reimbursement	-	-	4,800	(4,800)
Street lighting fees	14,435	43,122	169,750	(126,628)
Oil and gas royalties/leases	12,131	34,124	100,000	(65,876)
Annual Town events fees & contributions	10,975	11,380	45,000	(33,620)
PD event sponsorships & contributions	500	500	-	500
PILOT - St. Vrain	-	-	70,023	(70,023)
Interest earnings	3,459	43,352	125,000	(81,648)
Miscellaneous	14,325	45,370	75,000	(29,630)
Total Other	80,824	304,765	1,153,373	(848,608)
Total Revenues	\$ 1,764,741	\$ 4,040,368	\$ 12,805,386	\$ (8,765,018)

TRANSFERS IN

Sales Tax Capital Improvement Fund (1%)	366,836	366,836	1,515,606	(1,148,770)
Sales and Use Tax - Police Facilities Capital Improvement Fund (.6%)	-	-	10,100,000	(10,100,000)
Firestone Urban Renewal Authority - Southern	-	-	495,503	(495,503)
Total Transfers In	366,836	366,836	12,111,109	(11,744,273)

**TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE THREE MONTHS ENDING MARCH 31, 2018**

GENERAL FUND

	CURRENT MONTH	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
EXPENDITURES				
<u>GENERAL GOVERNMENT</u>				
Salaries and benefits	\$ 123,044	\$ 248,614	\$ 1,215,600	\$ 966,986
Board of Trustee expenditures	8,508	27,547	90,032	62,485
Legal - Contracted	32,766	74,929	221,155	146,226
Legal (Out of Scope) - Contracted	-	-	130,000	130,000
Legal (Special) - Contracted	-	-	50,000	50,000
Finance - Contracted	17,366	83,499	355,350	271,851
Finance (Out of Scope) - Contracted	4,725	21,493	50,000	28,507
Human resources	84	3,910	80,450	76,540
General consulting services	-	-	25,000	25,000
Dues and memberships	-	7,951	21,010	13,059
Town elections	10	10	60,000	59,990
Municipal code and publishing	152	537	16,000	15,463
County Treasurer's fees	4,216	4,381	21,014	16,633
Insurance	-	30,781	114,000	83,219
Audit	-	6,250	19,000	12,750
Vehicle purchases and leases	-	199	40,000	39,801
Vehicle repairs and maintenance	339	372	2,700	2,328
General office and administration	32,097	191,596	719,180	527,584
Annual Town events	3,055	6,511	130,000	123,489
Community communications	-	350	6,000	5,650
Public relations	12,295	37,699	50,000	12,301
Economic development	925	2,968	45,205	42,237
Emergency maintenance	-	-	5,000	5,000
Miscellaneous	3,399	14,929	155,360	140,431
Total General Government	242,981	764,526	3,622,056	2,857,530

MUNICIPAL COURT

Salaries and benefits	8,683	21,327	117,800	96,473
Municipal judge	1,000	3,000	15,000	12,000
Legal - defense attorney	600	1,800	15,000	13,200
Court interpreter	75	353	1,400	1,047
Jury and trial fees	-	-	500	500
General office and administration	616	1,876	8,475	6,599
Miscellaneous	521	1,286	7,350	6,064
Total Municipal Court	11,495	29,642	165,525	135,883

**TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE THREE MONTHS ENDING MARCH 31, 2018**

GENERAL FUND

	CURRENT MONTH	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
<u>PLANNING</u>				
Salaries and benefits	37,296	77,566	299,100	221,534
Planner - Contracted	7,939	29,485	83,000	53,515
Building review and inspections - Contracted	48,533	120,541	475,000	354,459
Developer chargebacks	32,051	79,786	380,940	301,154
General office and administration	2,076	4,502	11,125	6,623
Miscellaneous	1,752	3,430	4,150	720
Total Planning	129,647	315,310	1,253,315	938,005

PUBLIC SAFETY

Salaries and benefits	378,590	847,715	3,238,300	2,390,585
Uniforms and cleaning	4,244	9,844	30,000	20,156
Training	4,300	4,968	25,000	20,032
Municipal and state code	188	329	5,500	5,171
Equipment	245	14,416	74,925	60,509
Vehicle purchases and leases	18,000	60,703	196,100	135,397
Vehicle repairs and maintenance	2,895	27,533	135,500	107,967
General office and administration	11,656	30,744	44,875	14,131
Community programs - County	-	10,227	11,000	773
Weld County dispatch services	-	23,548	41,850	18,302
Investigations	510	1,717	16,000	14,283
Police annual events	4,807	6,454	37,500	31,046
K-9 maintenance	1,600	2,097	6,000	3,903
Animal control	1,083	4,005	17,000	12,995
Miscellaneous	384	5,182	19,200	14,018
Total Public Safety	428,502	1,049,482	3,898,750	2,849,268

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE THREE MONTHS ENDING MARCH 31, 2018

GENERAL FUND

	CURRENT MONTH	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
<u>PUBLIC WORKS</u>				
Salaries and benefits	66,128	154,281	592,200	437,919
Engineering - Contracted	29,722	72,436	240,540	168,104
Road maintenance & repairs	706	9,986	793,500	783,514
Street signs	275	275	16,000	15,725
Traffic calming	-	-	12,000	12,000
Street lights	6,836	20,603	95,600	74,997
Signal lights	2,382	9,089	9,000	(89)
Snow removal	667	10,012	50,000	39,988
Vehicle and equipment purchases and leases	-	4,540	242,232	237,692
Vehicle maintenance and repairs	2,517	9,094	56,000	46,906
General office and administration	5,018	11,875	55,575	43,700
Miscellaneous	1,095	2,668	19,050	16,382
Total Public Works	115,346	304,859	2,181,697	1,876,838

PARKS AND RECREATION

Salaries and benefits	40,057	83,771	558,600	474,829
Engineering - Contracted	740	865	6,690	5,825
Park maintenance	16,256	25,102	131,000	105,898
Park consulting	2,915	15,482	34,450	18,968
Vehicle and equipment purchases and leases	-	3,800	65,000	61,200
Vehicle maintenance and repairs	2,016	9,624	56,000	46,376
General park equipment	-	-	5,000	5,000
General office and administration	188	561	12,500	11,939
Miscellaneous	3,321	3,471	7,500	4,029
Total Parks and Recreation	65,493	142,676	876,740	734,064

**TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE THREE MONTHS ENDING MARCH 31, 2018**

GENERAL FUND

	CURRENT MONTH	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
<u>CAPITAL OUTLAY</u>				
Capital projects				
Streets	529,142	840,741	3,376,500	2,535,759
Buildings	95,162	193,862	12,325,863	12,132,001
Parks and recreation	-	-	1,135,000	1,135,000
Other	12,250	12,250	20,000	7,750
Developer infrastructure shareback	94,537	94,537	667,921	573,384
Total Capital Outlay	731,091	1,141,390	17,525,284	16,383,894
 Total Expenditures	 1,724,555	 3,747,885	 29,523,367	 25,775,482
TRANSFERS OUT				
Firestone Finance Authority	-	-	148,425	-
Water Fund	-	-	250,000	-
Total Transfers Out	-	-	398,425	-
 Excess of revenue over (under) expenditures	 407,022	 659,318	 (5,005,297)	 \$ 5,266,190
 FUND BALANCE - BEGINNING	 16,405,077	 16,152,780	 15,780,889	
 FUND BALANCE - ENDING	 \$ 16,812,098	 \$ 16,812,098	 \$ 10,775,592	

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE THREE MONTHS ENDING MARCH 31, 2018

SALES TAX CAPITAL IMPROVEMENT FUND (1%)

	CURRENT MONTH	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Sales taxes	\$ 102,494	\$ 365,235	\$ 1,768,824	\$ (1,403,589)
Interest earnings	1,318	1,602	10,000	(8,398)
Total Revenue	103,812	366,837	1,778,824	(1,411,987)
EXPENDITURES				
2014 Revenue Bonds - Principal	-	-	155,000	155,000
2014 Revenue Bonds - Interest	-	-	106,718	-
Administrative fee	-	-	1,500	1,500
Total Expenditures	-	-	263,218	156,500
TRANSFERS OUT				
General Fund	366,836	366,836	1,515,606	-
Total Transfers Out	366,836	366,836	1,515,606	-
Excess of revenue over (under) expenditures	(263,024)	-	-	<u>\$ (1,255,487)</u>
FUND BALANCE - BEGINNING	263,024	-	-	
FUND BALANCE - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE THREE MONTHS ENDING MARCH 31, 2018

SALES AND USE TAX - POLICE FACILITES CAPITAL IMPROVEMENT FUND (.6%)

	CURRENT MONTH	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Sales taxes	\$ 178,449	\$ 257,356	\$ 1,061,295	\$ (803,939)
Certificates of Participation	-	-	10,400,000	(10,400,000)
Interest earnings	146	147	8,000	(7,853)
Total Revenue	178,595	257,502	11,469,295	(11,211,793)
EXPENDITURES				
2018 Certificates of Participation - Principal	-	-	320,000	320,000
2018 Certificates of Participation - Interest	-	-	529,600	529,600
Certificates of Participation - issuance costs	-	-	300,000	300,000
Total Expenditures	-	-	1,149,600	1,149,600
TRANSFERS OUT				
General Fund	-	-	10,100,000	10,100,000
Total Transfers Out	-	-	10,100,000	10,100,000
Excess of revenue over (under) expenditures	178,595	257,502	219,695	<u>\$ 37,807</u>
FUND BALANCE - BEGINNING	78,907	-	-	
FUND BALANCE - ENDING	<u>\$ 257,502</u>	<u>\$ 257,502</u>	<u>\$ 219,695</u>	

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE THREE MONTHS ENDING MARCH 31, 2018

FIRESTONE FINANCE AUTHORITY

	CURRENT	YEAR TO	ANNUAL	YEAR TO
	MONTH	DATE	BUDGET	DATE
		ACTUAL		VARIANCE
TRANSFERS IN				
General Fund	\$ -	\$ -	\$ 148,425	\$ (148,425)
Total Transfers In	-	-	148,425	(148,425)
EXPENDITURES				
2005 COPs - Principal	-	-	110,000	110,000
2005 COPs - Interest	-	-	36,925	36,925
Administration Fee	-	-	1,500	1,500
Total Expenditures	-	-	148,425	148,425
Excess of revenue over (under) expenditures	-	-	-	\$ -
FUND BALANCE - BEGINNING	-	-	-	
FUND BALANCE - ENDING	\$ -	\$ -	\$ -	

**TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE THREE MONTHS ENDING MARCH 31, 2018**

FIRESTONE URBAN RENEWAL AUTHORITY - SOUTHERN

	CURRENT MONTH	YEAR TO DATE ACTUAL	AMENDED ANNUAL BUDGET	YEAR TO DATE VARIANCE
TRANSFERS IN				
Firestone Urban Renewal Authority	\$ -	\$ -	\$ -	\$ -
Total Transfers In	-	-	-	-
EXPENDITURES				
Administration	-	-	-	-
Property taxes - TIF shareback	-	-	-	-
County Treasurer's fees	-	-	-	-
Total Expenditures	-	-	-	-
Excess of revenue over (under) expenditures	-	-	-	\$ -
FUND BALANCE - BEGINNING	495,503	495,503	495,503	
FUND BALANCE - ENDING	<u>\$ 495,503</u>	<u>\$ 495,503</u>	<u>\$ 495,503</u>	

**TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE THREE MONTHS ENDING MARCH 31, 2018**

FIRESTONE URBAN RENEWAL AUTHORITY - NORTHERN

	CURRENT MONTH	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Property taxes - TIF	\$ 101,621	\$ 102,685	\$ 1,348,107	\$ (1,245,422)
Total Revenue	101,621	102,685	1,348,107	(1,245,422)
TRANSFERS IN				
General Fund	-	-	-	-
Total Transfers In	-	-	-	-
EXPENDITURES				
Property taxes - TIF shareback	46,990	46,990	765,775	718,785
Capital outlay	-	-	150,000	150,000
County Treasurer's fees	1,524	1,540	-	(1,540)
Total Expenditures	48,514	48,530	915,775	867,245
Excess of revenue over (under) expenditures	53,107	54,155	432,332	<u>\$ (378,177)</u>
FUND BALANCE - BEGINNING	579,882	578,834	633,843	
FUND BALANCE - ENDING	<u>\$ 632,989</u>	<u>\$ 632,989</u>	<u>\$ 1,066,175</u>	

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE THREE MONTHS ENDING MARCH 31, 2018

FIRESTONE URBAN RENEWAL AUTHORITY - CENTRAL

	CURRENT MONTH	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Property taxes - TIF	\$ 3,132	\$ 3,132	\$ 51,123	\$ (47,991)
Total Revenue	3,132	3,132	51,123	(47,991)
TRANSFERS IN				
General Fund	-	-	-	-
Total Transfers In	-	-	-	-
EXPENDITURES				
Property taxes - TIF shareback	1,228	1,228	40,007	38,779
County Treasurer's fees	47	47	-	(47)
Total Expenditures	1,275	1,275	40,007	38,732
Excess of revenue over (under) expenditures	1,857	1,857	11,116	<u>\$ (9,259)</u>
FUND BALANCE - BEGINNING	<u>(38,302)</u>	<u>(38,302)</u>	<u>(38,296)</u>	
FUND BALANCE - ENDING	<u>\$ (36,445)</u>	<u>\$ (36,445)</u>	<u>\$ (27,180)</u>	

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUNDS AVAILABLE - ACTUAL AND BUDGET
FOR THE THREE MONTHS ENDING MARCH 31, 2018

WATER FUND

	CURRENT MONTH	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Charges for services	\$ 178,356	\$ 544,542	\$ 3,325,900	\$ (2,781,358)
Tap fees - Residential	240,000	609,400	1,763,200	(1,153,800)
State and local grants	-	-	106,060	(106,060)
Meter and yoke fees	13,910	35,584	115,000	(79,416)
Water leases	-	-	22,500	(22,500)
CWCB Loan proceeds	-	-	8,420,000	(8,420,000)
Intergovernmental revenue	509	1,025	8,500	(7,475)
Water credit bidding	2,374,400	11,815,889	11,680,000	135,889
Property sale	-	-	689,000	(689,000)
Other	70	210	13,000	(12,790)
Interest earnings	41,869	55,992	30,000	25,992
Total Revenue	2,849,114	13,062,642	26,173,160	(13,110,518)
TRANSFERS IN				
General Fund	-	-	250,000	-
Total Transfers In	-	-	250,000	-
EXPENDITURES				
Operations				
Salaries and benefits	\$ 11,017	\$ 31,982	\$ 129,500	\$ 97,518
CWCWD water treatment	36,395	110,831	668,000	557,169
NOCOWT water assessments	653	653	250,000	249,347
Water line repairs and maintenance	2,607	6,533	32,100	25,567
Water testing	2,176	2,176	20,500	18,324
Equipment	13,777	23,471	161,000	137,529
Water master plan	-	1,392	-	(1,392)
Vehicle repairs and maintenance	1,235	4,592	28,000	23,408
Scada system maintenance	-	-	26,640	26,640
Utilities	407	1,206	4,700	3,494
Vehicle purchases and leases	-	4,540	-	(4,540)
Miscellaneous	1,562	2,993	11,625	8,632
Total Operations	69,829	190,369	1,332,065	1,141,696

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUNDS AVAILABLE - ACTUAL AND BUDGET
FOR THE THREE MONTHS ENDING MARCH 31, 2018

WATER FUND

	CURRENT MONTH	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
Administration				
Salaries and benefits	15,359	58,943	305,800	246,857
Conservation program	325	800	22,525	21,725
Legal - Contracted	6,046	17,936	140,500	122,564
Legal - Out of scope	-	-	100,000	100,000
General office and administration	1,324	1,467	26,975	25,508
Miscellaneous	8,106	18,654	115,100	96,446
Engineering - Contracted	5,796	23,745	97,130	73,385
Engineering - Special	19,785	76,825	723,100	646,275
CWCWD tap fees	172,000	430,100	1,291,200	861,100
Gould property sales commissions and expenses	3,269	3,867	39,000	35,133
Total Administration	232,009	632,337	2,861,330	2,228,993
Capital outlay	64,502	347,418	15,337,150	14,989,732
Total Expenditures	366,340	1,170,124	19,530,545	18,360,420
Excess of revenue over (under) expenditures	2,482,774	11,892,518	6,892,615	<u>\$ 5,249,902</u>
FUNDS AVAILABLE - BEGINNING	16,998,325	7,588,582	7,949,255	
FUNDS AVAILABLE - ENDING	<u>\$ 19,481,100</u>	<u>\$ 19,481,100</u>	<u>\$ 14,841,870</u>	

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUNDS AVAILABLE - ACTUAL AND BUDGET
FOR THE THREE MONTHS ENDING MARCH 31, 2018

STORMWATER FUND

	CURRENT MONTH	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Storm water fees	\$ 46,024	\$ 137,720	\$ 534,000	\$ (396,280)
Interest earnings	284	990	2,000	(1,010)
Total Revenue	46,308	138,710	536,000	(397,290)
EXPENDITURES				
Operations				
Salaries and benefits	\$ 9,348	\$ 21,298	\$ 89,000	\$ 67,702
Engineering - Contracted	1,350	5,872	28,498	22,626
Legal - Contracted	-	-	1,073	1,073
Repairs and maintenance	-	-	10,000	10,000
Miscellaneous	659	732	1,950	1,218
Total Operations	11,357	27,902	130,521	102,619
Administration				
Salaries and benefits	685	1,872	7,700	5,828
General office and administration	-	-	-	-
Miscellaneous	-	-	500	500
	685	1,872	8,200	6,328
Capital outlay	-	-	250,000	250,000
Total Expenditures	12,042	29,774	388,721	358,947
Excess of revenue over (under) expenditures	34,266	108,936	147,279	<u>\$ (38,343)</u>
FUNDS AVAILABLE - BEGINNING	926,338	851,668	713,854	
FUNDS AVAILABLE - ENDING	<u>\$ 960,604</u>	<u>\$ 960,604</u>	<u>\$ 861,133</u>	

Town of Firestone 2018 Budget Key Assumptions

Revenues

The Town anticipates collecting the following sources of significant revenues during fiscal year 2018:

- **Sales & Use Taxes** - The Town receives 3.6% from all taxable retail sales occurring within the Town limits and 2.6% use tax on half the total valuation of estimated building costs and is collected when a building permit is issued. Of the 3.6% the Town collects, 1% of that is used to pay for streets and parks capital and operational costs and .6% is used to for financing the construction of the new Firestone Police Station and the purchase of all the necessary land, equipment, furnishings, improvement and incidentals.
- **Property Taxes** – The Town anticipates collecting approximately \$1.4M of ad valorem property taxes from the imposition of a 6.805 General Fund mill levy.
- **Franchise Taxes** – The Town projects approximately \$564K of franchise taxes in 2018 related to electric, gas, telephone and cable television services.
- **Intergovernmental Revenues** – The Town anticipates collecting various revenues collected from the State or other governmental entities including but not limited to cigarette tax, Highway User Tax Funds, County Road and Bridge, and severance taxes.
- **Licenses, Fees and Permits** – The Town collects impact fees related to the future impact on development and necessary for future capital infrastructure needs related to streets, parks, storm drainage, buildings and water irrigation. Additionally the Town collects various other construction related revenues including building and other permits and developer chargebacks.
- **User Charges** – The Town charges various user fees for both its water and storm drainage services. The Town anticipates collecting approximately \$3.9M in user charger fees during 2018.

Expenditures

Operational Expenditures

The Town provides various services to the public including public safety, community development and planning, municipal court, general government, public works, water, and storm drainage. The Town's 2018 budget includes projected operating expenditures based on historical and increased level of services along with the increase of additional personnel costs.

Capital Outlay

The Town has budgeted approximately \$32.9M of capital outlay costs for 2018 related to streets, parks, water, storm drainage and municipal building infrastructure projects.



*clear***WATER**solutions
water rights • planning • engineering

MEMORANDUM

CWS File #07-240

To: Town of Firestone Board c/o Julie Pasillas

From: Steve Nguyen, P.E. *SN*

Date: May 7, 2018

Subject: 2018 CBT Leasing

Thank you for your request for Clear Water Solutions, Inc. to help Firestone generate revenues from leasing the Town's projected unused Colorado Big Thompson (CBT) supplies. Clear Water Solutions, Inc. continues to evaluate the Town's CBT water ownership to determine the excess CBT available to lease in 2018. We monitor water usage on a monthly basis and track both Firestone's CBT Quota account and Carryover account usage.

Northern Water manages CBT Allottee accounts on the Water Year – November 1 to October 31. The Town's current water ownership is 5,202 CBT units. The Northern Water Board set a 50% quota in November 2017. They recently issued a supplemental quota of 30% in April 2018. With the 80% overall quota, the Town's quota account is 4,162 acre-feet. The Town paid for and carried over an additional 1,040 acre-feet, raising its total CBT account (Quota and Carryover Accounts) to 5,202 acre-feet.

The Town's metered water usage from November 2017 through March 2018 was 364 acre-feet. We project the Town's water usage from April 2018 through October 2018 will be 1,966 acre-feet; a total estimated water use of 2,331 acre-feet for the 2018 Water Year.

With the Town maximizing its carryover again into 2019 and considering Central Weld's requirement to include 20% of previous year's water demand plus a 10% growth factor, we project the Town has 1,077 acre-feet to lease. We recommend the Town lease 800 acre-feet now and revisit available CBT supplies in August 2018 for additional leases.

Our recommended CBT lease price, due to the high demand and the Town's commitment early in the season, is to rent the water for \$45-\$50 per acre-foot. This will generate \$36,000-\$40,000 in revenue. The Board should keep in mind that the Town is assuming some level of risk by renting its CBT supplies this early in the year, and there is a cost for staff to administer the leases.

The Town entered into a supply agreement where the Town will give first right to the lessee to rent the Town's excess CBT water each year and in exchange the Town has the first right of refusal to lease or purchase their CBT water in the future at the market price at that time. The Town also has considered renting water to Platte River Power Authority (PRPA) in the past. PRPA typically has a need to lease CBT year-to-year to collateralize their use of Windy Gap. I know PRPA is actively selling some of its Windy Gap water. I do not recommend the Town lease water to PRPA from a "relationship standpoint" as it isn't needed should Firestone choose to pursue Windy Gap with PRPA again. Their Board formally decided to market and sell a block of Windy Gap water, so it is already available in the open market. I would recommend leasing to the Town's agricultural relationships in 2018.

Please let me know if you have any questions.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.e.

Consent Agenda

Meeting Date: May 23, 2018

Initiated By: Dave Lindsay, Engineer

Dept: Planning & Zoning/ Building and Engineering

AGENDA TITLE

McClure Avenue Extension Construction - Payment Application No.4

SUMMARY

Construction of the McClure Avenue Extension has continued to progress relatively smoothly during the payment month of April. During that time the bridge deck and the traffic light foundations were installed. Staff presents Payment Application No. 4 for consideration and action by the Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees awarded the construction contract for the project to Mountain Constructors, Inc. at the regular meeting on December 13, 2017.

Construction on the project started January 15, 2018.

The Board of Trustees approved Change Order No. 1 at the regular meeting on February 28, 2018 and Change Order No. 2 at the regular meeting on April 25, 2018.

RECOMMENDATION

Staff recommends the Board of Trustees approve Payment Application No. 4 for Mountain Constructors Inc. in the amount of \$397,273.69 and authorize the Mayor to execute the pay app on behalf of the Town.

ALTERNATIVES

Unless there is a defect claim by the Town for any of the work completed, the payment application should be approved and payment made.

ATTACHMENTS

1. Pay App 4 Recommendation for Payment
2. Pay App #4 - McClure Ave.

FINANCIAL CONSIDERATIONS

This payment is for \$397,273.69 and brings the total payments for the project to \$1,182,558.72. The budget for the project is \$1,945,394.40 and is being funded from the Regional Roadway Impact Fee fund.



TO: Mr. Theo Abkes, Firestone Public Works Director

FROM: Dave Lindsay, Colorado Civil Group, Inc., Town Engineer DL
Lindsey Green, Colorado Civil Group, Inc., Town Engineer LG

DATE: May 14, 2018

SUBJECT: McClure Avenue Extension Project PA No. 4

PROJECT No.: 0668.0188.01

GL #: 2820-450700-968-219

This memo has been prepared to provide supporting documentation for Payment Application No. 4 for the McClure Avenue Extension Project. The original construction contract amount of \$1,854,643.75 was awarded to Mountain Constructors, Inc. at the Town Board meeting on December 13, 2017, Change Order No. 1 was approved at the Town Board meeting on February 28, 2018 for \$82,440.00 and Change Order No. 2 was approved at the Town Board meeting on April 25, 2018. The project has been under construction for several months and is now 64% complete.

The bridge deck has been poured as well as the foundations for the new traffic lights. Payment Application No. 4, included with this memorandum, has a total payment due of **\$397,273.69**. The project budget tracking is summarized below:

DESCRIPTION	2018 BUDGET	CONTRACT AMOUNT	ACTUAL COST	ACTUAL to CONTRACT DIFFERENCE
Construction	\$1,920,902.75	\$1,945,394.40	\$1,182,558.72	\$762,835.68
Materials Testing	\$31,695.00	\$12,510.00	\$6,170.50	\$6,339.50
Construction Engineering	\$147,910.00	\$67,227.50	\$67,280.01	(\$52.51)
Frederick Electric Relocation*	\$0.00	\$277,777.50	\$277,777.50	\$0.00
Bridge Fabrication (Contech)	\$0.00	\$144,000.00	\$144,000.00	\$0.00
Total Project	\$2,100,507.75	\$2,446,909.40	\$1,677,786.73	\$769,122.67
*2017 expenditure				

Please include a check of **\$397,273.69** to Mountain Constructors, Inc. in the next check run for the May 23, 2018 Town Board meeting. If you have any questions regarding this memo, the budget, or the project in general, please do not hesitate to contact me.

APPLICATION FOR PAYMENT
PROGRESS PAYMENT No. 4
April 2, 2018 TO April 27, 2018

CONTRACTOR : MOUNTAIN CONSTRUCTORS, INC.
OWNER: TOWN OF FIRESTONE
ENGINEER : COLORADO CIVIL GROUP, INC.
CONTRACT : MCCLURE AVENUE EXTENSION PROJECT

ITEM	DESCRIPTION	BID UNIT	BID QUANTITY	QUANTITY COMPLETED		UNIT BID PRICE	AMOUNT COMPLETED	
				TO DATE	THIS PERIOD		TO DATE	THIS PERIOD
McClure Avenue Extension Project								
REMOVAL & REPLACEMENT								
1	ASPHALT/CONCRETE SAW-CUT	LF	1,115	0	200	\$2.25	\$ -	\$ 450.00
2	ASPHALT REMOVAL	SY	675	0	30	\$7.00	\$ -	\$ 210.00
3	CONCRETE REMOVAL	SF	3,640	766	1000	\$1.25	\$ 957.50	\$ 1,250.00
4	EXISTING CONCRETE CHANNEL REMOVAL	LF	570	570	0	\$9.00	\$ 5,130.00	\$ -
5	REMOVE EX TREE (CO#2)	EA	8	8	0	\$775.00	\$ 6,200.00	\$ -
6	REMOVE & RELOCATE EX FENCE	LF	400	200	0	\$12.00	\$ 2,400.00	\$ -
7	EXISTING CULVERT/FES REMOVAL	LS	1	1	0	\$1,900.00	\$ 1,900.00	\$ -
EROSION CONTROL & EARTHWORK								
8	STRAW WATTLES	EA	10	10	0	\$100.00	\$ 1,000.00	\$ -
9	SILT FENCE	LF	1,045	0	0	\$1.60	\$ -	\$ -
10	VEHICLE TRACKING CONTROL PAD	EA	1	1	0	\$3,200.00	\$ 3,200.00	\$ -
11	GRAVEL CURB SOCK	LF	60	0	0	\$20.00	\$ -	\$ -
12	CONCRETE WASHOUT AREA	EA	1	2	-1	\$1,900.00	\$ 3,800.00	\$ (1,900.00)
13	STRIP TOPSOIL (4" DEPTH) (CO#1)	CY	1,410	1410		\$7.00	\$ 9,870.00	\$ -
14	RECYCLED ASPHALT DRIVEWAY	CY	5	0	0	\$60.00	\$ -	\$ -
15	CUT (CO#1)	CY	5,186	5186	0	\$16.00	\$ 82,976.00	\$ -
16	FILL (CO#1)	CY	2,750	2750	0	\$12.00	\$ 33,000.00	\$ -
17	REPLACE TOPSOIL (4" DEPTH) (CO#1)	CY	880	250	0	\$20.00	\$ 5,000.00	\$ -
18	RESEED & MULCH (CO#1)	AC	1.7	0.25	0	\$2,750.00	\$ 687.50	\$ -
STORM SEWER								
19	DOUBLE COMBINATION INLET TYPE 13 (CO#1)	EA	0	0	0	\$7,500.00	\$ -	\$ -
20	TRIPLE COMBINATION INLET TYPE 13 (CO#1)	EA	0	0	0	\$10,000.00	\$ -	\$ -
21	15"x28" RCP	LF	135	0	135	\$125.00	\$ -	\$ 16,875.00
22	24" RCP (CO#1)	LF	0	0	0	\$175.00	\$ -	\$ -
23	18" RCP	LF	116	116	0	\$110.00	\$ 12,760.00	\$ -
24	15"x28" FES	EA	2	0	2	\$1,500.00	\$ -	\$ 3,000.00
25	18" FES	EA	2	2	0	\$1,000.00	\$ 2,000.00	\$ -
26	MANHOLE (CO#1)	EA	0	0	0	\$5,200.00	\$ -	\$ -
27	4' CONCRETE SIDEWALK CHASE	EA	8	8	0	\$2,200.00	\$ 17,600.00	\$ -
28	CONCRETE CHANNEL (CO#1)	CY	97	124.5	-27.5	\$635.00	\$ 79,057.50	\$ (17,482.50)
29	HANDRAIL (CO#1)	LF	294	0	0	\$130.00	\$ -	\$ -
ROADWAY CONSTRUCTION								
30	SUBGRADE PREPARATION- SOIL STERILIZATION	SY	4,910	0	0	\$6.00	\$ -	\$ -
31	VERTICAL CURB, GUTTER & 6' SIDEWALK	LF	625	401	0	\$82.00	\$ 32,862.00	\$ -
32	VERTICAL CURB & GUTTER (CO#1)	LF	612	401	0	\$27.00	\$ 10,827.00	\$ -
33	8' SIDEWALK - 5" DEPTH	LF	180	0	0	\$60.00	\$ -	\$ -
34	6' CROSS PAN	EA	1	0	0	\$4,500.00	\$ -	\$ -
35	6' CROSS PAN	EA	1	0	0	\$4,000.00	\$ -	\$ -
36	CURB RETURNS WITH HANDICAP RAMP	EA	5	0	0	\$3,500.00	\$ -	\$ -
37	ASPHALT PAVEMENT - 5" FULL DEPTH	SYI	15,000	0	0	\$6.00	\$ -	\$ -
38	ASPHALT PAVEMENT - 7.5" FULL DEPTH	SYI	4,727	0	0	\$9.00	\$ -	\$ -
39	BLOCK WALL	LS	1	1	0	\$55,000.00	\$ 55,000.00	\$ -
40	16" TUBE GATE	EA	2	0	0	\$2,300.00	\$ -	\$ -
41	TRAFFIC SIGNAL	EA	1	0	0.5	\$255,000.00	\$ -	\$ 127,500.00

APPLICATION FOR PAYMENT
PROGRESS PAYMENT No. 4
April 2, 2018 TO April 27, 2018

CONTRACTOR : MOUNTAIN CONSTRUCTORS, INC.
OWNER: TOWN OF FIRESTONE
ENGINEER : COLORADO CIVIL GROUP, INC.
CONTRACT : MCCLURE AVENUE EXTENSION PROJECT

ITEM	DESCRIPTION	BID UNIT	BID QUANTITY	QUANTITY COMPLETED		UNIT BID PRICE	AMOUNT COMPLETED	
				TO DATE	THIS PERIOD		TO DATE	THIS PERIOD
STRIPING & SIGNAGE								
42	4" SOLID DOUBLE YELLOW STRIPE	LF	815	0	0	\$2.50	\$ -	\$ -
43	4" SOLID YELLOW STRIPE	LF	1,940	0	0	\$1.25	\$ -	\$ -
44	4" SOLID WHITE STRIPE	LF	1,545	0	0	\$1.25	\$ -	\$ -
45	6" SOLID WHITE STRIPE	LF	1,045	0	0	\$2.50	\$ -	\$ -
46	4" SOLID YELLOW MEDIAN STRIPING	SF	2,885	0	0	\$3.75	\$ -	\$ -
47	STOP BAR THERMOPLASTIC SYMBOL	EA	8	0	0	\$1,550.00	\$ -	\$ -
48	CROSSWALK THERMOPLASTIC SYMBOLS	EA	5	0	0	\$300.00	\$ -	\$ -
49	STRAIGHT ARROW/RIGHT ARROW COMBO THERMOPLASTIC SYMBOL	EA	4	0	0	\$550.00	\$ -	\$ -
50	RIGHT ARROW THERMOPLASTIC SYMBOL	EA	2	0	0	\$325.00	\$ -	\$ -
51	LEFT ARROW THERMOPLASTIC SYMBOL	EA	8	0	0	\$325.00	\$ -	\$ -
52	STRAIGHT ARROW THERMOPLASTIC SYMBOL	EA	3	0	0	\$250.00	\$ -	\$ -
53	"ONLY" THERMOPLASTIC SYMBOL	EA	2	0	0	\$455.00	\$ -	\$ -
54	STOP SIGN & POST INSTALLATION (INCLUDING STREET NAME BLADES)	EA	3	0	0	\$650.00	\$ -	\$ -
55	"RIGHT LANE MUST TURN RIGHT" SIGN & POST INSTALLATION (R3-7R)	EA	2	0	0	\$550.00	\$ -	\$ -
56	DO NOT ENTER SIGN & POST INSTALLATION	EA	3	0	0	\$550.00	\$ -	\$ -
57	"ROAD CLOSED EMERGENCY ACCESS ONLY" SIGN & INSTALLATION	EA	2	0	0	\$550.00	\$ -	\$ -
58	"NO PARKING" SIGN & INSTALLATION	EA	4	0	0	\$325.00	\$ -	\$ -
59	"NO OUTLET" SIGN & POST INSTALLATION (W14-2)	EA	1	0	0	\$550.00	\$ -	\$ -
60	"NO OUTLET" PLAQUE SIGN (W14-1aR)	EA	1	0	0	\$550.00	\$ -	\$ -
MCCLURE AVENUE BRIDGE								
61	ABUTMENTS/WINGWALLS MATERIALS & INSTALLATION	LS	1	0.75	0.00	\$360,000.00	\$ 270,000.00	\$ -
62	BRIDGE SUPER STRUCTURE INSTALLATION	LS	1	1	0	\$40,000.00	\$ 40,000.00	\$ -
63	CONCRETE BRIDGE DECK	LS	1	0	0.75	\$325,000.00	\$ -	\$ 243,750.00
MISCELLANEOUS								
64	TRAFFIC CONTROL	LS	1	0.4	0.20	\$82,000.00	\$ 32,800.00	\$ 16,400.00
65	DEWATERING	LS	1	1.0	0.00	\$15,000.00	\$ 15,000.00	\$ -
66	MOBILIZATION (5%)	LS	1	0.6	0.20	\$85,000.00	\$ 51,000.00	\$ 17,000.00
CHANGE ORDER NO. 1								
67	REMOVE EX 36" RCP	LF	336	216	120	\$23.00	\$ 4,968.00	\$ 2,760.00
68	REMOVE EX MANHOLE	EA	1	1	0	\$1,245.00	\$ 1,245.00	\$ -
69	REMOVE EX 36" FES	EA	1	1	0	\$320.00	\$ 320.00	\$ -
70	36" RCP	LF	178	178	0	\$202.00	\$ 35,956.00	\$ -
71	36" FES	EA	1	1	0	\$2,530.00	\$ 2,530.00	\$ -
72	MANHOLE	EA	1	0	1	\$5,960.00	\$ -	\$ 5,960.00
73	TRANSITION CURB & GUTTER	LF	40	40	0	\$27.00	\$ 1,080.00	\$ -
74	OUTFALL CURB & GUTTER	LF	12	12	0	\$27.00	\$ 324.00	\$ -
75	DRIVEWAY CUT CURB & GUTTER	LF	36	0	0	\$27.00	\$ -	\$ -
76	12' CROSSSPAN	EA	1	0	0	\$5,175.00	\$ -	\$ -
CHANGE ORDER NO. 2								
77	ANTI-GRAFFITI COATING	LS	1	0.50	0.50	\$4,780.65	\$ 2,390.33	\$ 2,390.33
78	18" RIPRAP	CY	29	29	0	\$95.00	\$ 2,755.00	\$ -
TOTAL APPLICATION THIS PERIOD							\$ 626,615.83	\$ 418,182.83

STORED MATERIALS

ITEM #	DESCRIPTION
1	
2	
3	
4	
5	

INVOICE #	AMOUNT
	\$-
	\$-
	\$-
	\$-
	\$-

ORIGINAL CONTRACT AMOUNT = \$1,854,643.75
APPROVED CHANGE ORDERS TO DATE = \$90,750.65
CURRENT CONTRACT AMOUNT = \$1,945,394.40
TOTAL WORK COMPLETED AND MATERIALS STORED TO DATE = \$1,244,798.65
RETAINAGE (5%) = \$62,239.93
TOTAL EARNED LESS RETAINAGE = \$1,182,558.72
LIQUIDATED DAMAGES WITHHELD = \$0.00
TOTAL EARNED LESS LIQUIDATED DAMAGES = \$1,182,558.72
PREVIOUS PAYMENTS = \$785,285.03
CURRENT PAYMENT DUE = \$397,273.69

PERCENTAGE OF JOB COMPLETE= 64%

SUBMITTED BY: Joe Kura
(CONTRACTOR)
REVIEWED BY: [Signature]
(ENGINEER)
APPROVED BY: _____
(OWNER)

DATE: 5-14-18
DATE: 5-10-18
DATE: _____

Frederick High School FBLA



President = Conor McDaniel

Vice President = Joe Notaro

Secretary = Samuel Duran

Treasurer = Jesus Marquez

Reporter = Audrey Olson

Social Media Representative = Alena Jaramillo, Jerry Fryer, Jonah Wasden

Student Store Manager = Rodrigo Leo, Alicia Thompson, Alexis Abeyta

Peak/ Business Achievement Awards Representative = Riley Mcneill, Zach Bruhn

Community Service Representative = ShaeLoren Hall, Charles Juarez, Carson Balman

Member Ambassador = Mariah Chavez, Cielo Murillo, Aliyah Gomez, Ellie DeSimone, Naidelyn Meraz, Tanya Alvarado

Sports Ambassador = Chris Cinocco, Hunter Wallace, Adelina DeSantis, Hailee Hurtado, Kenna Tarnowski, Jacob Green
Chandler Hoel, Kenna Tarnowski, Abby Awad

Where we came from

Restarted up last year

- First business classes offered January 2017
- 7 students in the FBLA program in 2016-2017
- 2017 - 2018 Goals for FBLA
 - 40 students
 - 10 Qualify for state
 - Start a student store



What we have accomplished

2017-2018

70 students



Field Trips

2nd & 3rd place at the Junior Achievement's Stock Market Challenge.



Student Store

Opened January 2018



Student lead designs

Profits go to the FBLA program for scholarships and to reduce costs for student trips



Districts

January 2018
First Bank Center



22 Students Qualified for the
State Competition

2, 1st Place Winners

6, 2nd Place Winners

3, 3rd Place Winners

1, 4th Place Winner

State

33 Students Attended
April 17th-20th Vail

5 National Qualifiers

1 Colorado State Champion

1. 2nd Place Winner

1, 4th Place Winner



State

Other Winners



District 2, Most
Percent increase for
Membership

Colorado State, Most
Percent Membership
increase with 828%



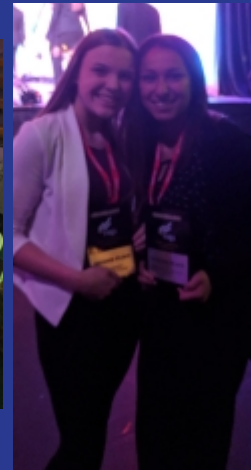
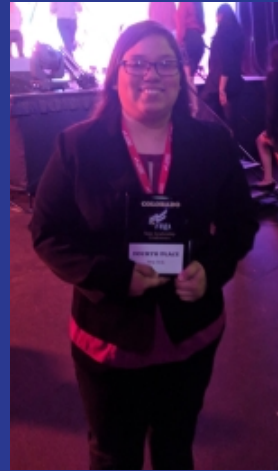
Top Ten Finishers

1, 5th Place Winners

1, 6th Place Winners

1, 8th Place Winners

4, 10th Place Winners



Nationals

June 27th - July 1st
Baltimore, Maryland



The National Leadership
Conference Includes:

- Workshops
- Competitions
- Leadership institute
- Awards

What are we doing Next year?

Stock Market Challenge

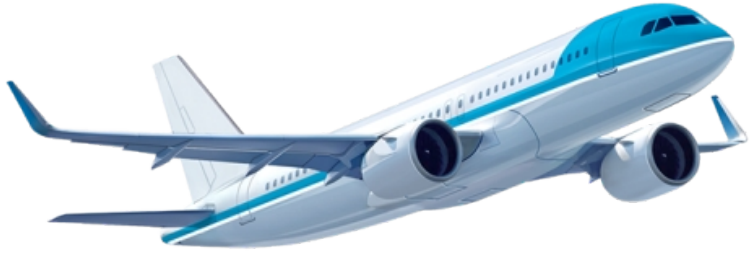
Fall Leadership Conference in Vail

Districts First Bank Center

State Rockies Gaylord

Nationals San Antonio, Texas





We need your
help!



You grant will help us go
to Baltimore to represent
Frederick High School at
Nationals



Thank you

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.b.

Presentation

Meeting Date: May 23, 2018

Initiated By: Leah Vanarsdall, Town Clerk

Dept: Council & Board

AGENDA TITLE

Frederick High School - Speech & Debate Team Grant Application

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. Frederick Speech & Debate Team Grant App

FINANCIAL CONSIDERATIONS



Community Grant Application

Contact Information

Organization Name: Frederick High School Speech and Debate Team
Organization Address: 5690 Tipple Pkwy City: Frederick State: CO Zip: 80501
Contact Person: Kathlyn Lucas Email Address: lucas.kathlyn07@svrdsd.org
Daytime Phone: 303-870-4769 Cell: 303-870-4769
Organization Structure (i.e. Non-profit corporation): Non-profit Tax Exempt #: 846014380
(School club) (Federal)

Request Information

Amount Requested: \$500 Date When Funds Are Needed: June 1st, 2018
In-Kind Services Requested: N/A

Description of Request (attach additional information if needed): I am requesting \$500 from the Town of Firestone today because I wholeheartedly believe that Speech and Debate has made an immense positive impact on my life. It has the power to develop critical thinking skills, self-confidence, and perseverance. I would be using this money to attend the National Speech and debate tournament to compete, learn, and grow. It will give me the tools to lead my team, as captain, to the best of my ability and to gain experience for my future goal of becoming a speech and debate teacher/coach in the future.

Program or Event Information

Description of Program or Event (attach additional information if needed): The National Speech and Debate Tournament, ran by the National Speech and Debate Association (NSDA) is a prestigious competition where amazing orators and critical thinkers compete by examining current issues in our society today.

During the Tournament, I will be able to compete, learn from watching others compete, and learn from feedback from decorated coaches across the nation. I will also get to network with these respectable competitors from across the nation.

Date(s) of Program or Event: June 17th - June 22nd

Program/Event Location: Fort Lauderdale, Florida Estimated Attendance: At least 3,500 ^{+ judges + audience} compete

How does your program or event help fulfill the mission of your organization? The National Speech and Debate Tournament is what every competitor yearns to build up to at the end of the season. It exemplifies integrity, humility, respect, leadership, and service to attend.

How will your program or event be made aware to Firestone residents? We will create an announcement to say at Frederick High School as well as be able to use this experience to build our team in the future.

If awarded a grant, how will you use the funds? If awarded this grant, we would use it for airfare, transportation, some of the lodging, and food.

How will this program or event contribute to the community spirit and positive image of Firestone while benefitting the community members and the Town of Firestone? _____

I will be representing the whole NSDA Rocky-Mountain North NSDA district and therefore I will show my ~~hometown~~ hometown pride to the fullest. Frederick ^{high} has given me the opportunity to participate in this program and, as a Firestone resident, I give utmost respect to the town that is my home.

Has your organization applied for a grant from the Town of Firestone before? Yes _____ No x

Was your organization previously awarded a grant from the Town of Firestone? Yes _____ No x

In what year? N/A How much was the grant? N/A

Frederick High School

172

IS CERTIFICATE IS
NON TRANSFERABLE

STATE OF COLORADO DEPARTMENT OF REVENUE CERTIFICATE OF EXEMPTION

RETAIN IN
A PERMANENT PLACE

Identification Number 98-02634 <i>Please use this number for all reference purposes.</i>	Issue Date		
	Mo	Day	Yr
	07	07	80
SAINT VRAIN VALLEY SCHOOLS REIJ 395 S PRATT PKWY LONGMONT CO 80501 <i>Name and Address</i>			DEPARTMENT OF REVENUE SALES AND USE TAX SECTION 1375 Sherman Street Denver, Colorado 80261

The organization designated herein is exempt from Colorado Sales Tax and State Collected Local Sales Tax on purchases made by such organization from their own funds and for the exclusive use of said organization.

This certificate may be revoked by the Department of Revenue for improper usage.

Federal # 84 6014380

(027)
DEPARTMENT OF REVENUE
SHERMAN STREET
DENVER, COLORADO 80261

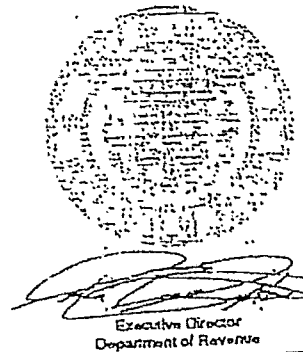
THIS LICENSE IS NOT TRANSFERABLE

State of Colorado

CERTIFICATE OF EXEMPTION FOR SALES AND USE TAX ONLY

SAINT VRAIN VALLEY
SCHOOLS
395 S PRATT PKWY
LONGMONT CO 80501-6499

ACCOUNT NUMBER	LIABILITY INFORMATION	ISSUE DATE
1-02634	07.040 8299 9 020180	OCT 12 1989
15 S PRATT PKWY LONGMONT CO		



SALES TAX DEPOSIT OF: WITHHELD INCOME AND FICA TAX

571 10-0636500

REPORT ON
IRS RETURN

941

571

770 form

NAME OF BANK	AMOUNT OF DEPOSIT
SCHOOL DISTRICT RE 1J 395 SO PRATT PARKWAY LONGMONT CO 80501.	DOLLARS
	CENTS
	59

ENTER AMOUNT OF DEPOSIT AND NAME OF BANK WHERE DEPOSITED IN SPACE ABOVE.
The space below may be used by depositories for MICR checking.

Copy of Identification Number
84-6014380

147

MAR 79

The Period Covered

The Period Covered

The Period Covered

The Period Covered

The Period Covered

The Period Covered

The Period Covered

The Period Covered

The Period Covered

The Period Covered

The Period Covered

The Period Covered

The Period Covered

The Period Covered

The Period Covered

The Period Covered

The Period Covered

The Period Covered

The Period Covered

The Period Covered

The Period Covered





1st QUARTER SERVICE REPORT

January 1 – March 31, 2018

Prepared for: The Town of Firestone

**FREDERICK-FIRESTONE
FIRE PROTECTION DISTRICT**



Office of the Fire Chief

Office: (303) 833-2742

Fax: (303) 833-3736

E-Mail: jyoung@fffd.us

April 30, 2018

Town of Firestone
151 Grant Ave
Firestone, CO 80520

Mayor Sindelar, Honorable Trustees, and Chief Montgomery (Interim Town Manager),

In compliance with the District's Inter-Governmental Agreement (IGA) with the Town of Firestone, enclosed is the quarterly service report of our performance during the 1st quarter of 2018. The report contains four (4) categories; response times, training hours, code enforcement activities, and customer feedback items.

The response time report contains two (2) sections; total average response time and explanations for response times over seven (7) minutes. The average response time required by the IGA is 5.5 minutes 80% of the time. The District responded to a total of 504 incidents between January 1 and March 31, 2018, with an average emergency response time of 4.89 minutes. The summary of responses over seven (7) minutes can be found on the *Incident Response Time Overages* report. Please note it is District policy not to respond emergent to routine incidents such as blood draws, agency assist calls, or other non-emergency and non-life-threatening situations. For a specific explanation of all overages, please see the report.

The training report is divided into two (2) sections as well; fire and rescue training hours and emergency medical training hours. All training conducted by the District is taught according to State of Colorado Division of Fire Prevention & Control standards which in turn encompass International Fire Services Accreditation Council (IFSAC) and National Fire Protection Association (NFPA) standards. All medical training is approved by the District's Medical Director to meet or exceed Denver Metropolitan Medical Care Protocols. For the 1st Quarter of 2018, District employees and reserves participated in 609 hours of emergency medical training and 4,204 hours of fire and rescue training.

The Fire Prevention Division completed 84 fire safety inspections in the Town of Firestone during the 1st Quarter of 2018. Additionally, Certificates of Occupancies were issued for the Firestone Meadows Building J, First Bank Firestone and Inline Shops at Firestone City Centre in the Town of Firestone. Also, three (3) fire safety articles were published in the local newspapers and multiple educational and informational articles published via social media.

The final section contains community feedback measures. The District mails out comment cards to citizens and businesses to which we provide emergency and non-emergency services to. The respondents are asked to rate the District's performance on a scale of 1-10; one (1) being the lowest satisfaction rating and ten (10) being the highest.

The report contains a summary of the cards mailed out, rate of return and overall performance rating. During the 1st Quarter of 2018, the District mailed-out 164 emergency response feedback cards and received a rating of (8) or higher on 100% of the cards returned. The District also mailed-out 161 response cards to businesses receiving an inspection during the 1st Quarter of 2018. Of those cards returned, 100% had a rating of (8) or higher. In total, the rate of return of all feedback cards was 31%. A summary of all of the scores received can be found in the *Customer Evaluation Summary* report.

In addition to the information provided above, other notable projects and activities completed in the 1st Quarter of 2018 included:

- **Community Outreach & Intergovernmental Relations**

- District staff attend multiple Weld County meetings and work-groups each month which included the Weld County LEPC, FRERC, Utility Board, Public Information Officers (PIO) and the Communications Advisory Board meeting.
- The District attends the North Area Fire Chief's Association meetings each month. Topics of discussion this quarter were grant funding, current training needs, budgets, future of impact fees, emergency communications and large-scale incidents.
- Chief Young and Chief Prunk met with MVFPD's Chief Beebe and Chief Rademacher on the use of their talk group channels and them possibly going to their own emergency dispatch channel. Operations was discussed and future possibilities in the realm of communicating together more efficiently on emergency scenes.
- Chief Young has been speaking with Town of Firestone Trustee's Sharp and Meiring about Impact Fees and Gallagher. Chief Young has been keeping both Town's informed of upcoming concerns and issues the Fire District may be facing.
- Staff is currently working on a new challenge coin design that we can have ready for the open house of Station 4 this fall. The challenge coin design will have a partnership theme with the two (2) Towns and the District on one side and an operational component on the other side. The theme of the coin is "Making a Difference Together".
- Chief Staff has been working on multiple IGA's across the Weld County and North Metro area to include resource sharing capabilities, regional recruitment and regional training.
- Chief Young attends the Rocky Mountain Accreditation Consortium meetings each quarter. The consortium provides process knowledge with organizations in Colorado who are currently accredited by CPSE and organizations looking for accreditation. The consortium shares lessons learned and helps each district or department with needs as they enter the accreditation process.

- Chief Young attended the Colorado State Fire Chiefs – Critical Issues Briefing. The briefing was informative and provided information of ongoing and upcoming concerns that public safety is facing regionally and state wide. Some main topics were Gallagher, Oil and Gas and the #metoo movement were all discussed.
- **Facilities, Fleet and Equipment**
 - The new Station 4 was progressing slowly this first quarter due to developing storm water drainage and ditch agreements with local water rights. As of April 2, 2018, we do have full permits and the building will start taking shape soon once all underground utilities are put in place. Tentative completion date is October 2018. Once we move into the new Station 4, the current farm house and outbuildings will no longer be needed and the lease will be discontinued with St. Vrain State Park
 - Chief Young and Chief Iacino have been meeting with local developers for future Station locations. With the ever-increasing population and the rising commercial businesses developing within the District. Staff has been planning future Station 5 and Station 6 locations to include the relocating of our current Station 2 in order to maintain proper response coverage and to keep our response times down.
- **Administration and Human Resources**
 - As the towns continue to grow in square miles and population the service needs provided by the Fire District also continue to increase. As part of our current strategic planning we have added three (3) new Paramedic/Firefighters and one (1) new Finance Director. Later this year we will be hiring a full-time Safety and Medical Officer at a 40-hour work week. The SAM Officer will assist with medical training, quality assurance through the ranks and provide a designated safety officer for our larger medical and fire incidents. The District now has a staff of 59 employees.
 - The District is currently working on its next five-year strategic plan and will be providing copies of the final plan to the Town's later this year. We would like to say, "thank you" to all of those who have participated either in our external focus groups or community discussion forums in relation to our community focused strategic plan.

Please review the enclosed material at your convenience. If you have any questions or should you need any additional information, please feel free to contact me. As always, if we can do anything to improve our service to the Town, please do not hesitate to contact me directly.

Respectfully,

A handwritten signature in blue ink, reading "Jeremy A. Young", enclosed in a yellow rectangular box.

Jeremy A. Young MS, EFO, CFO
Fire Chief

SECTION 1

RESPONSE TIME SUMMARIES

TOTAL AVERAGE RESPONSE TIME

**FREDERICK-FIRESTONE
FIRE PROTECTION DISTRICT**



Assistant Chief of Operations

Office: (303) 833-2742

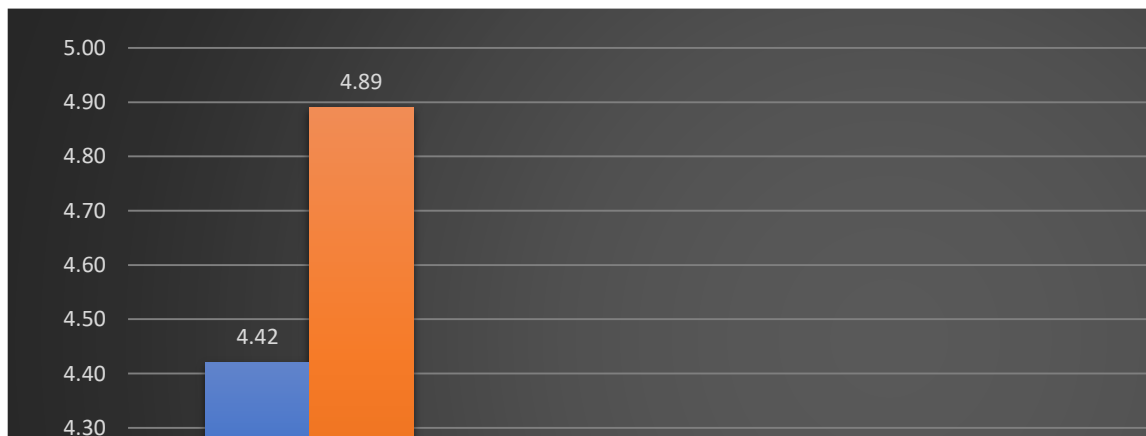
Fax: (303) 833-3736

Email: dprunk@fffd.us

**RESPONSE SUMMARY
January 1 – March 31, 2018**

	<u>2017</u>	<u>2018</u>
Total incidents January – March:	580	504
Total number of non-emergency response calls:	318	258
Total number of emergency response calls:	262	246
Total number of ambulance transports:	252	210
Total number of helicopter transports:	0	0
Average response time for emergency response calls:	4.42 min	4.89 min

**Average Emergency Response Times
(Minutes & Seconds)**



RESPONSE TIME OVERAGES

1st Quarter 2017

**FREDERICK-FIRESTONE
FIRE PROTECTION DISTRICT**



Assistant Chief of Operations

Office: (303) 833-2742

Fax: (303) 833-3736

Email: dprunk@fffd.us

RESPONSE TIME OVERAGES
January 1 – March 31, 2018

INCIDENT #	DATE	ALARM TIME	RESPONSE MINUTES	EXPLANATION
Station 1				
2018-00092	1/15/2018	6:31	7	Weather and road conditions
2018-00105	1/18/2018	14:53	8	Primary unit in training
2018-00141	1/26/2018	8:12	8	Primary unit in training
2018-00200	2/7/2018	11:34	7	Primary unit in training
2018-00289	2/19/2018	22:33	8	Edge of response area
Station 2				
2018-00074	1/12/2018	17:20	7	Edge of response area
2018-00100	1/17/2018	5:51	7	Heavy traffic conditions
2018-00131	1/22/2018	15:56	8	Primary unit in training
2018-00254	2/14/2018	17:04	8	Edge of response area
2018-00282	2/19/2018	14:46	7	Response to I-25
2018-00413	3/14/2018	7:16	7	Wrong call location given
2018-00444	3/18/2018	23:55	9	Weather and road conditions
2018-00498	3/30/2018	2:18	7	Response to I-25
Station 3				
2018-00018	1/3/2018	16:23	9	Primary unit in training
2018-00023	1/4/2018	11:01	7	Multiple calls for service
2018-00063	1/11/2018	13:05	8	Primary unit on another incident
2018-00151	1/28/2018	8:31	7	Primary unit in training
2018-00288	2/19/2018	21:12	7	Weather and road conditions
2018-00495	3/28/2018	22:16	8	Multiple calls for service
2018-00502	3/31/2018	0:40	7	Location of call in subdivision
Station 4				
2018-00036	1/7/2018	17:03	8	Edge of response area
2018-00061	1/11/2018	9:05	7	Edge of response area
2018-00102	1/18/2018	18:56	7	Heavy traffic conditions
2018-00298	2/21/2018	2:36	7	Weather and road conditions

SECTION 2

TRAINING SUMMARY



TRAINING SUMMARY

January 1 – March 31, 2018

Total Fire and Rescue Training Hours: 4,204

Total EMS Training Hours: 609

Overview of Training Events:

- All Line personnel completed annual EMS skills evaluations. The evaluations were conducted by SCL Health Pre-Hospital education staff.
- The Annual Ice Rescue re-fresher course and training was completed for all personnel. The Training was conducted by Captain Ryan Baxley.
- Captain Lee Loveridge completed the Chief Officer Training Curriculum (Human Resources section) at the National Fire Academy weekend in Grand Junction.
- All personnel completed the annual Fire Inspection Training conducted by Assistant Chief Steve Iacino.
- Battalion Chief Greg Gilbert and AR Administrative Assistant Erika Vasquez attended the Colorado Wildfire and Incident Management Academy in Colorado Springs.
- Lt. Josh Williams, Lt. Chad Holliman, EMT/FF Matt Zaffree, and EMT/FF Adam Campbell attended the two-day Situational Awareness Matters course hosted by Ft. Lupton Fire Rescue.
- All line personnel completed the RT-130 wildland refresher by utilizing the Wildland/Urban Interface S-215 Course material.
- Paramedic Firefighter Nick Puccetti attended the Advanced Instructional Methodology course hosted by South Adams Fire.
- All District members attended the mandatory staff meeting and completed the annual Infectious Control Training.
- Assistant Chief Steve Iacino attended the three-day Terrorism Liaison Officer training.
- Members of the Peer Support Team attended a three-day training course hosted by Frederick-Firestone.
- Members of the North Area Technical Rescue Team completed the quarterly training on Rope Rescue.
- Hazmat Technicians completed the quarterly training with the Southeast Weld Hazmat Training Group.
- Captain Baxley and Captain Venerable completed the CDFPC sponsored 40-hour Fire Officer II Course at AIMS Community College in Windsor.

SECTION 3

FIRE PREVENTION SUMMARY



**FIRE PREVENTION SUMMARY
TOWN OF FIRESTONE
January 1 – March 31, 2018**

Fire Safety Inspections Completed

- Life Safety Inspections – 84 Fire Safety Inspections

Certificate of Occupancies Approved

- Firestone Meadows Building J
- First Bank Firestone
- Inline Shops at Firestone City Centre

New Construction Projects for January 2018:

- Commercial Project - 58
- Residential Projects – 35

New Construction Projects for February 2018:

- Commercial Project - 57
- Residential Projects – 33

New Construction Projects for March 2018:

- Commercial Project - 56
- Residential Projects – 27

Fire Investigations

- Trash/Rubbish Fire
- Vehicle Fire – Heavy Damage

Youth Fire Prevention and Intervention Program

- No contacts in the first-quarter.

Emergency Management and Planning from January 2018 through March 2018

The CVEOC group met on February 15, 2018 and completed a set up the EOC and train on ESF overview. The next meeting will be May 17, 2018 and will involve Functional Needs training and continued ESF reviews with staff.

- Our intern from CU continued to work with us on her project of updating our EOP in the area of functional needs population. She will also assist us in meeting with our functional needs population as we create our strategic plan. She is scheduled to provide us with her research in May 2018.

- Chief Iacino attended the Weld County LEPC meeting on January 25 and Chief Young attended the LEPC meeting in April.
- Members attended the Wild Well course on January 24th
- AC Iacino attended a three-day Terrorism Liaison Officer (TLO) course through the Colorado Information Analysis Center (CIAC).
- Fire Chief Young continues to meet with Chief Norris, Chief Skaggs, Chief Montgomery, OEM Director Roy Rudisill and Chief Beebe to discuss future needs for the EOC and the potential of cost sharing an Emergency Management Coordinator for the Carbon Valley emergency planning area.

New Fire Station #4 – Construction Project

- Staff along with our construction team have worked diligently to move through the permit process, and we have been issued a full construction permit(s).
- We have been attending Owner Architect Contractor (OAC) meetings for the last two-months to ensure the project is remaining on schedule.
- We completed and have our storm water plan approved.
- We have an approved and executed ditch easement agreement with the owners of the irrigation ditch in regards to water rights.
- We have completed and been approved for permits from Left Hand Water District, St. Vrain Sanitation District and the Town of Frederick.
- COS Summer Campos has started photographing the job site weekly and will be updating the photos to a slide show on our website so we can show the progress of the station project.

Community Outreach Programs

Monthly Safety Articles

January 2018

- Carbon Monoxide: The Invisible Killer
- Warming Up to Cold Weather

February 2018

- Portable Heaters Safety

March 2018

- Firewise Tips for Homeowners

Community Programs

- Community CPR/AED/Basic First Aid Renewal class provided for the Colorado Rangers.
- Firestone Meet and Greet
- Carbon Valley Regional Library 10th Anniversary Celebration
- Community Weather Spotter Training
- Third Grade Station Tours with Legacy Elementary at Station 1
- Multiple other station tours and impromptu community education opportunities

SECTION 4

FEEDBACK SUMMARY

**FREDERICK-FIRESTONE
FIRE PROTECTION DISTRICT**



Administration

Office: (303) 833-2742

Fax: (303) 833-3736

CUSTOMER EVALUATION SUMMARY
January 1 – March 31, 2018

<u>NUMBER OF CARDS RECEIVED:</u>	<u>Emergency Incidents</u>	<u>Inspection Activities</u>
Cards Mailed:	164	161
Cards Returned:	75	26
Rate of Return:	45%	16%

<u>RATINGS OF CARDS RECEIVED:</u>	<u>Emergency Incidents</u>		<u>Inspection Activities</u>	
Rating of 10	88	(87.13%)	23	(88.47%)
Rating of 9	9	(8.91%)	2	(7.70%)
Rating of 8	4	(3.96%)	1	(3.83%)

(Rating Scale: 10 = Excellent / 1 = Poor)



Staff Report

**Barefoot Lakes Filing No. 3
Final Development Plan and
Final Plat**

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

May 23, 2018

Applications

This staff report is for the Barefoot Lakes Filing No. 3 Final Development Plan ("FDP") and the Barefoot Lakes Filing No. 3 Final Plat. The applicant for the FDP and Final Plat is Barefoot, LLC.

Notice

Pursuant to the Town Code and Development Regulations, proper notification of the public hearings was published. Proof of notification to owners of interest and surrounding property owners and a property posting log will be provided by the applicants prior to the hearings.

Location and Process

The FDP and FP ("Filing 3") encompass the same area and are a part of Phase I of the Barefoot Lakes Outline Development Plan. The approximate location of Filing 3 is located along Barefoot Lakes Parkway, east of Eagle River Road, southeast of Barefoot Lakes Filing 2 and north of Barefoot Lakes Filing 1. The FDP and Final Plat are the final steps in the Firestone Development Review process prior to the building permit process.

Site Analysis, Circulation and Parking

Filing 3 is zoned as a residential planned unit development (R-A / R-B PUD) and is approximately 43.629 acres in size. The property is located in an area characterized by its rolling terrain, and located northwest of the lake to the west, and St. Vrain Creek to the east: providing an adequate location for the proposed land use. Filing 3 will have two points for vehicular access to Lake Terrace Lane from Barefoot Lakes Parkway, accessing from the southwest and northwest. Parking is consistent with other similar developments in Firestone. Pedestrian access is available via detached sidewalks along all interior residential streets, consistent with previous filings. Pedestrian access is also available via trails which are designed as part of a larger network, promoting connectivity in the neighborhood beyond the boundary of Filing 3. This includes the continuation of the undulating detached regional trail that runs along Barefoot Lakes Parkway to the west of Filing 3. The regional trail also runs south along the Lake and continuing to the Northeast to connect with future development.

Plan Analysis

Filing 3 proposes 107 single family residential lots with 52 single family attached and 55 detached homes. The project will be consistent with adjacent developments and will complement the overall PUD. Furthermore, the development will comply with applicable landscape, lighting, architecture and signage requirements.

Building Height

The maximum building height for the proposed residential buildings is 35 feet which is in accordance with Firestone development standards.

Fiscal Impacts

Filing 3 will provide more rooftops for the community of Firestone and promote the livability and walkability of the Town of Firestone within an area zoned for residential use. The proximity of these homes to I-25 and Colorado Boulevard are ideal for homeowners to shop and commute in the Town of Firestone. The increase of residential options in this area will lead to increased property tax revenues for the Town.

Utility and Services

Public infrastructure and utilities are generally available or will be extended to the site by the developer at the time of the development.

Planning and Zoning Commission and Board of Trustees Conditions and Standards for Approval

For your general reference, attached are the conditions and standards of approval for a PUD district that are stated in the Firestone Development Regulations.

Conditions and Standards for Approval

The Planning Commission and the Town Board of Trustees may approve a PUD application if it meets the intent of these Regulations and complies with the Town Code and other controlling regulations and documents, including the development standards specified herein. The Planning Commission and Town Board shall consider the following in making their decision for approval, approval with conditions, or denial of a PUD:

- A. The proposed PUD district is compatible with present development in the surrounding area, and will not have a significant, adverse effect on the surrounding area;
- B. The proposed PUD district is consistent with the public health, safety and welfare, as well as efficiency and economy in the use of land and its resources;
- C. The proposed PUD district is consistent with the overall direction, intent of Titles 16 and 17 of the Town Code, and the intent and policies of the Town's comprehensive plan and other policy documents of the Town;
- D. The proposed PUD district provides for a creative and innovative design which could not otherwise be achieved through other standard zoning districts;
- E. The exceptions from the zoning regulations requested in the proposed PUD are warranted by virtue of innovative design and amenities incorporated in the PUD district;
- F. The PUD provides adequate circulation in terms of internal street circulation system, designed for the type of traffic generated, for separate living areas, convenience, safety, access, and noise and exhaust control. Proper circulation in parking areas shall be provided in terms of safety, convenience, separation and screening. The PUD should provide for buffering from collector and arterial streets through earthen berms, landscaping, and other methods;
- G. The PUD provides functional open space in terms of practical usability and accessibility, and optimum preservation of natural features, including trees and drainage areas, recreation, views, natural stream courses, bodies of water and wetlands;
- H. To the extent practicable, the PUD provides variety in terms of housing types, housing size, densities, facilities and open space;
- I. The PUD provides for pedestrian and bicycle traffic in terms of safety, separation, convenience, access, destination and attractiveness. If possible, there shall be an internal pedestrian circulation system separate from the vehicular system

- such that allows access to adjacent parcels, parks, open space, or recreational facilities within the PUD as well as links to trail systems of the Town;
- J. Building types in terms of appropriateness to density, site relationship and bulk;
 - K. Building design in terms of orientation, spacing, materials, color, texture, storage, signs and lighting;
 - L. Landscaping of the site in terms of purpose, such as screening, types and materials used, maintenance suitability, water demands and effect on the area;
 - M. Services including utilities, fire, police protection and other such services are available or can be made available to adequately serve the development;
 - N. No structures in the PUD shall encroach on a floodplain except as permitted by the Town's floodplain ordinance;
 - O. No occupied structure shall be located on ground showing severe subsidence potential without adequate design and study approved by the Town;
 - P. Visual relief and variety of visual sitings shall be located within the PUD through building placement, shortened or interrupted street vistas, visual access to open space and other design methods;
 - Q. The fiscal impacts on the Town, relative to expected service provision costs and anticipated revenue to the Town;
 - R. Compliance with the provisions of any applicable intergovernmental agreements;
 - S. The PUD incorporates a lighting plan and facilities to minimize of light drift outside the PUD in an effort to help preserve the night sky;
 - T. To the extent reasonably practicable, the PUD shall strive to incorporate "green" building standards and design guidelines for all residential and commercial development in an effort increase energy efficiency and reduce energy consumption;
 - U. To the extent reasonably practicable, the PUD shall strive to incorporate renewable energy technologies;
 - V. To the extent reasonably practicable, the PUD shall strive to incorporate best management practices in recycling, water conservation, soils preservation and sustainable development practices;
 - W. To the extent reasonably practicable, the PUD shall strive to incorporate Infrastructure design that emphasizes technology that will encourage the development of "knowledge workers" and will facilitate telecommuting.
-

Planning Commission or Board of Trustees Action

The Planning Commission Board or Board of Trustees has the following options relative to the action on applications in general. As necessary additional information relative to continuances, etc. can be provided by the Town Attorney.

- A. Make a decision and vote on the application, using the draft resolution previously prepared, as may be amended during the hearing; or

- B. Make a decision and vote on the application, but request the Town Attorney to prepare findings of fact and conclusions for approval and adoption at the next regular meeting; or
- C. Defer a decision and direct the Town Attorney to prepare findings of fact and conclusions to be submitted to the Board of Trustees at its next regular meeting, with final deliberation, decision and adoption of the findings of fact and conclusion at that meeting; or
- D. Defer a decision until a date certain, as is mutually agreed upon by the Applicant and the Board of Trustees, by which time the record and all evidence can be reviewed. At that time the Board of Trustees can either adopt findings of fact and conclusions or direct the Town Attorney to prepare findings of fact and conclusions for adoption at the next regular meeting after the meeting to which the matter has been deferred.

RECOMMENDATION

The Town staff recommends the Board of Trustees recommend approval of the application with a certain amount of conditions that will be provided in the form of a draft resolution prior to the Board of Trustees public hearing.

FINAL PLAT

BAREFOOT LAKES FILING NO. 3

A REPLAT OF LOT 1, BLOCK 13 AND TRACT Q, BAREFOOT LAKES FILING NO. 1, TRACT D, BAREFOOT LAKES FILING NO. 2, TOGETHER WITH AN UNPLATTED PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

SHEET 1 OF 6

CERTIFICATION OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY AND ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1, BEING THE SOLE OWNERS OF LAND SHOWN IN THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

SEE SHEET 2 FOR LEGAL DESCRIPTION

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF **BAREFOOT LAKES FILING NO. 3**, 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 ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES AND/OR COMCAST, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES, AND/OR COMCAST AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF FIRESTONE, COLORADO.

OWNERS:

BAREFOOT LLC, A COLORADO LIMITED LIABILITY COMPANY
FORMERLY KNOWN AS CARMA BAYSHORE LLC, A COLORADO LIMITED LIABILITY COMPANY
6465 GREENWOOD PLAZA BLVD, STE 700
CENTENNIAL CO 80111

BY: _____

NAME: _____

TITLE: _____

EXECUTED THIS ____ DAY OF _____, A.D., 201__.

STATE OF COLORADO }
COUNTY OF _____ } SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 201__.

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

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC

AND

BY: _____

NAME: _____

TITLE: _____

EXECUTED THIS ____ DAY OF _____, A.D., 201__.

STATE OF COLORADO }
COUNTY OF _____ } SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 201__.

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

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC

AS TO TRACT D, BAREFOOT LAKES FILING NO. 2 AND TRACT Q BAREFOOT LAKES FILING NO. 1

ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
6465 GREENWOOD PLAZA BLVD, STE 700
CENTENNIAL CO 80111

BY: _____

NAME: _____

TITLE: _____

STATE OF COLORADO }
COUNTY OF _____ } SS.

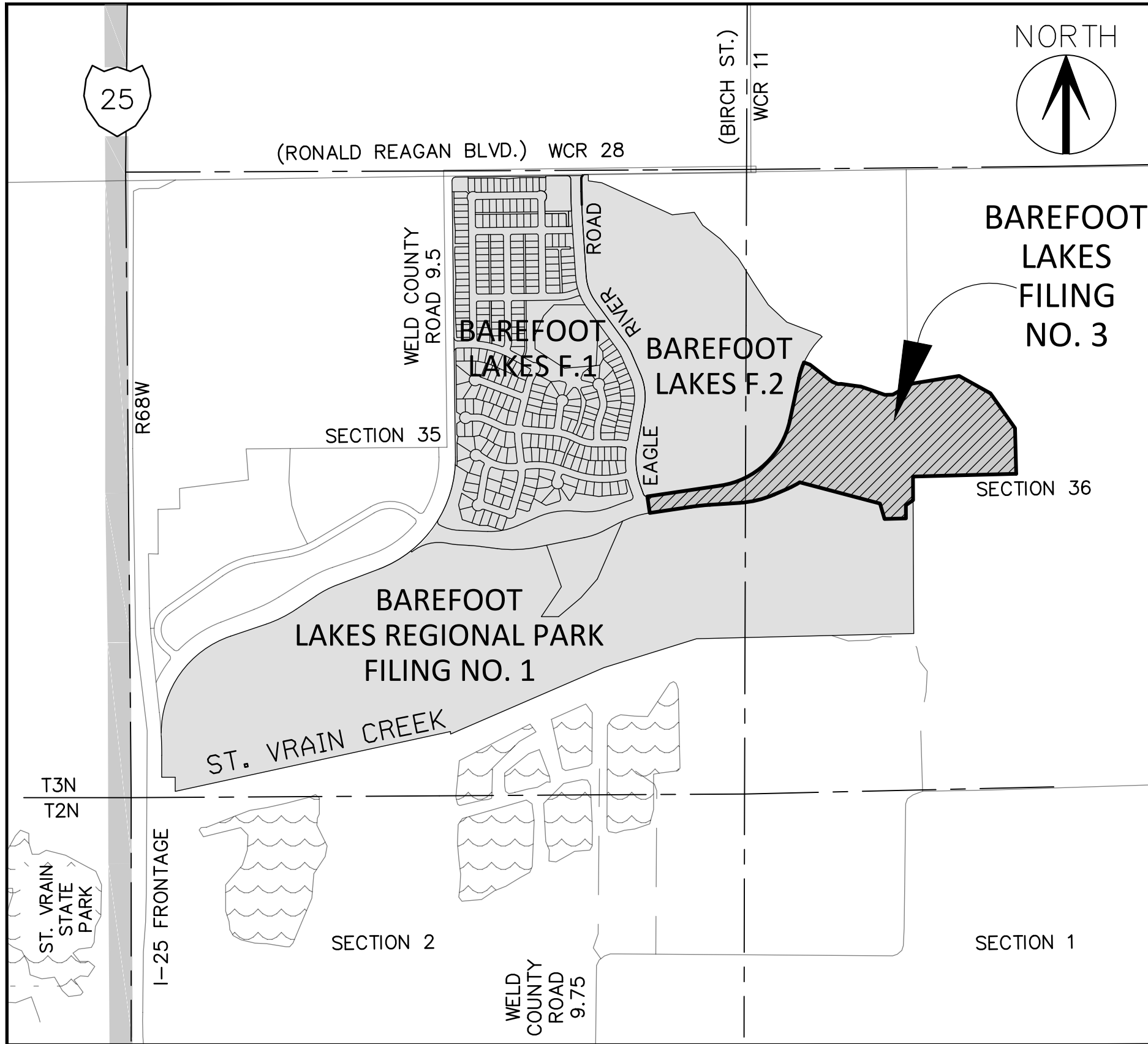
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 201__.

BY _____ AS _____ OF ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC



VICINITY MAP

SCALE: 1" = 1000'

SHEET INDEX

SHEET 1 — DEDICATION, APPROVALS, VICINITY MAP
SHEET 2 — LEGAL DESCRIPTION, GENERAL NOTES, SUBDIVISION DATA, LINE & CURVE TABLES
SHEET 3 — SECTION BREAKDOWN, OVERALL BOUNDARY, LARGE PARCEL GRAPHICS AND DETAILS
SHEET 4-6 — TRACTS, LOTS, BLOCKS AND RIGHTS-OF-WAY GRAPHICS AND DETAILS

SURVEYING CERTIFICATE:

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



BY: DEREK S. BROWN, L.S. NO. 38064
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 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF **BAREFOOT LAKES FILING NO. 3** WAS APPROVED ON THIS ____ DAY OF _____, 201__ BY RESOLUTION NO. _____, AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR

ATTEST: TOWN CLERK

OWNER:

BAREFOOT LLC
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-790-6605
CONTACT: ELIZABETH KAY MARCHETTI
ELIZABETH.KAYMARCHETTI@BROOKFIELDGRP.COM

SURVEYOR:

AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1
LITTLETON, COLORADO 80122
303-713-1898
CONTACT: DEREK BROWN
DBROWN@AZTECCONSULTANTS.COM

ENGINEER:

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

DEVELOPER:

BROOKFIELD RESIDENTIAL
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-706-9451
CONTACT: DAVID CARRO
DAVID.CARRO@BROOKFIELDGRP.COM

OWNER:

ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENNIAL, COLORADO 80111
303-790-6605
CONTACT: MARC SAVELA
MARC.SAVELA@BROOKFIELDGRP.COM

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	N/A
Preparation Date	02-24-2017
Revision Date	07-12-2017
Revision Date	12-21-2017
Revision Date	

COVER PAGE ~ SHEET 1 of 6



AzTec Proj. No: 54817-07

DEVELOPER
BROOKFIELD RESIDENTIAL

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

DATE OF PREPARATION:

2017-02-24

SCALE:

N/A

SHEET 1 OF 6

FINAL PLAT

BAREFOOT LAKES FILING NO. 3

A REPLAT OF LOT 1, BLOCK 13 AND TRACT Q, BAREFOOT LAKES FILING NO. 1, TRACT D, BAREFOOT LAKES FILING NO. 2, TOGETHER WITH AN UNPLATTED PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
SHEET 2 OF 6

LEGAL DESCRIPTION FOR CERTIFICATION OF OWNERSHIP AND DEDICATION

PARCEL 1

A PARCEL OF LAND BEING LOT 1, BLOCK 13 AND TRACT Q, BAREFOOT LAKES FILING NO. 1 AS RECORDED ON 09/24/2015 UNDER RECEPTION NO. 4145010, IN THE RECORDS OF THE WELD COUNTY, COLORADO CLERK AND RECORDER'S OFFICE AND TRACT D, BAREFOOT LAKES FILING NO. 2 AS RECORDED ON _____ UNDER RECEPTION NO. _____, IN SAID RECORDS LOCATED WITHIN THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36 AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING AN AREA OF 43.435 ACRES, (1,892,015 SQUARE FEET), MORE OR LESS.

TOGETHER WITH:

PARCEL 2

AN UNPLATTED PARCEL OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN WAS ASSUMED TO BEAR SOUTH 00°17'36" EAST, A DISTANCE OF 1331.89 FEET AND MONUMENTED AT THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 36 BY A NO. 6 REBAR WITH A 3–1/4" ALUMINUM CAP STAMPED "PLS 14815 1999 EPP & ASSOCIATES INC." AND AT THE CENTER–WEST SIXTEENTH CORNER OF SAID SECTION 36 BY A NO. 6 REBAR WITH A 3–1/4" ALUMINUM CAP STAMPED "PEPEK LS 33642 2002 KING SURVEYORS INC".

COMMENCING AT THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 36;

THENCE SOUTH 42°13'13" WEST, A DISTANCE OF 788.01 FEET TO THE NORTHEASTERLY CORNER OF TRACT D, BAREFOOT LAKES FILING NO. 2 AS RECORDED ON _____ UNDER RECEPTION NO. _____, OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID TRACT D, NORTH 69°09'19" WEST, A DISTANCE OF 108.30 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 85°34'54" EAST, A DISTANCE OF 172.27 FEET;

THENCE SOUTH 71°14'04" EAST, A DISTANCE OF 244.45 FEET TO THE NORTHERLY BOUNDARY OF BAREFOOT LAKES FILING NO. 1 AS RECORDED ON 09/24/2015 UNDER RECEPTION NO. 4145010, IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING SIX (6) COURSES:

- SOUTH 88°29'02" WEST, A DISTANCE OF 5.06 FEET;
- NORTH 70°35'57" WEST, A DISTANCE OF 76.72 FEET;
- SOUTH 77°50'00" WEST, A DISTANCE OF 78.03 FEET;
- NORTH 59°32'32" WEST, A DISTANCE OF 71.55 FEET;
- NORTH 88°27'40" WEST, A DISTANCE OF 70.07 FEET;
- NORTH 69°09'19" WEST, A DISTANCE OF 17.76 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.194 ACRES, (8,446 SQUARE FEET), MORE OR LESS.

PARCEL 1 AND PARCEL 2 CONTAINING A COMBINED AREA OF 43.629 ACRES, (1,900,461 SQUARE FEET), MORE OR LESS.

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 EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH 00°17'36 EAST, 1331.89 FEET AND MONUMENTED AS SHOWN HEREON.
- LAND TITLE GUARANTEE COMPANY ORDER NUMBER ABC25148573, DATED APRIL 11, 2017 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.
- BASED ON A GRAPHICAL REPRESENTATION OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 08123C1890E WITH AN EFFECTIVE DATE OF JANUARY 20, 2016, A PORTION OF THE SUBJECT PROPERTY LIES WITHIN ZONE "AE". "ZONE AE" IS DEFINED AS "SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD". BASE FLOOD ELEVATIONS DETERMINED.
- THE UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE DEDICATED TO THE TOWN OF FIRESTONE AND APPROPRIATE UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND STORM DRAINAGE FACILITIES.
- A BLANKET DRAINAGE EASEMENT OVER AND ACROSS TRACTS A, B, C, AND D IS HEREBY DEDICATED TO THE TOWN OF FIRESTONE FOR THE INSTALLATION AND MAINTENANCE OF STORM DRAINAGE FACILITIES AND CONVEYANCE OF STORM DRAINAGE.
- A BLANKET PEDESTRIAN ACCESS EASEMENT OVER AND ACROSS TRACTS A, B, AND C ARE FOR THE INSTALLATION, MAINTENANCE, AND USE OF WALKS AND TRAILS.
- A BLANKET ACCESS EASEMENT OVER AND ACROSS TRACTS E AND F ARE FOR THE USE OF PRIVATE DRIVES AND ALLEYS FOR EMERGENCY SERVICE PROVIDERS.
- TRACTS E AND F ARE PRIVATE ALLEYS AND SHALL NOT BE MAINTAINED BY THE TOWN OF FIRESTONE.
- ALLOWED USES IN UTILITY EASEMENTS INCLUDE FOR INSTALLATION AND MAINTENANCE OF ELECTRICAL, PHONE, FIBER OPTIC, CABLE TV, WATER, SEWER, GAS, POSTAL FACILITIES, DRAINAGE AND STORM DRAINS. SERVICE PROVIDERS FOR THE FACILITIES WITHIN THESE EASEMENTS WILL INCLUDE, BUT NOT BE LIMITED TO: COMCAST FOR CABLE AND TELEPHONE, UNITED POWER FOR ELECTRICAL AND SOURCE GAS FOR GAS.
- THE SEWER EASEMENTS SHOWN HEREON ARE DEDICATED TO THE ST. VRAIN SANITATION DISTRICT FOR INSTALLATION AND MAINTENANCE OF DISTRICT SANITARY SEWER FACILITIES.
- A TWO FOOT (2–FT) WIDE DRAINAGE EASEMENT ALONG THE INTERIOR SIDE OF EACH LOT, UNLESS AS OTHERWISE SHOWN HEREIN, ARE FOR THE INSTALLATION, MAINTENANCE AND CONVEYANCE OF STORM DRAINAGE.

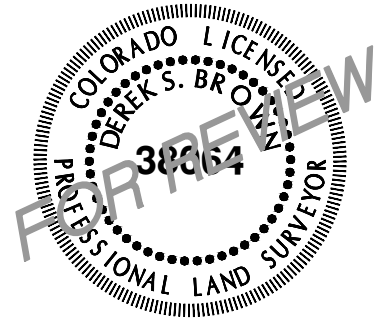
LINE TABLE		
LINE	BEARING	LENGTH
L1	S59°31'10"E	27.96'
L2	S77°54'12"E	43.78'
L3	N17°24'53"E	50.00'
L5	S81°07'19"W	100.00'
L6	N30°33'54"E	15.00'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	14°58'30"	240.00'	62.73'	S85°23'27"E, 62.55'
C2	72°19'27"	45.00'	56.80'	N48°15'32"E, 53.11'
C3	51°9'05"	240.00'	22.28'	N14°45'20"E, 22.27'
C4	11°31'17"	240.00'	48.26'	N83°39'51"W, 48.18'
C5	90°00'00"	25.00'	39.27'	S32°54'12"E, 35.36'
C6	98°10'20"	15.00'	25.70'	N36°59'22"W, 22.67'
C7	88°59'49"	15.00'	23.30'	S56°35'42"W, 21.03'
C8	83°19'52"	15.00'	21.82'	N29°34'08"W, 19.94'
C9	96°40'08"	15.00'	25.31'	S60°25'52"W, 22.41'
C10	83°19'52"	16.00'	23.27'	N29°34'08"W, 21.27'
C11	40°55'34"	39.00'	27.86'	S32°33'35"W, 27.27'
C12	30°31'12"	39.00'	20.77'	S03°09'48"E, 20.53'
C13	72°19'27"	16.00'	20.20'	N48°15'32"E, 18.88'
C14	107°40'33"	15.00'	28.19'	S41°44'28"E, 24.22'
C15	95°19'05"	15.00'	24.95'	N59°45'20"E, 22.17'
C16	90°00'00"	15.00'	23.56'	S27°35'07"E, 21.21'
C17	90°00'00"	15.00'	23.56'	N62°24'53"E, 21.21'
C19	91°57'20"	25.00'	40.12'	S21°15'53"E, 35.95'
C20	81°02'19"	25.00'	35.36'	S74°26'10"W, 32.49'
C21	90°03'54"	15.00'	23.58'	N32°56'09"W, 21.23'
C22	89°57'18"	15.00'	23.55'	N57°04'27"E, 21.20'
C23	133°21'51"	50.00'	116.38'	N48°15'32"E, 91.83'
C24	30°31'12"	39.00'	20.77'	N80°19'09"W, 20.53'
C25	40°55'34"	39.00'	27.86'	S70°06'44"W, 27.27'
C26	90°00'00"	25.00'	39.27'	S57°05'48"W, 35.36'
C27	40°55'34"	39.00'	27.86'	S68°57'42"E, 27.27'
C28	1°28'00"	269.00'	6.89'	N85°09'15"E, 6.89'

SUBDIVISION DATA TABLE	
	TOTALS
GROSS AREA	43.629
GROSS DENSITY (RESIDENTIAL LOTS PER ACRE)	2.45 LOTS / ACRE
NUMBER OF SINGLE FAMILY RESIDENTIAL LOTS	107
NUMBER OF TRACTS	6
AREA OF TRACTS	18.969 ACRES
AREA OF STREET RIGHT–OF–WAY	11.785 ACRES
AREA OF SINGLE FAMILY RESIDENTIAL LOTS	12.875 ACRES
DENSITY (SINGLE FAMILY RESIDENTIAL LOTS PER ACRE)	8.30 LOTS / ACRE
MINIMUM SINGLE FAMILY RESIDENTIAL LOT AREA	3,531 SQUARE FEET
MAXIMUM SINGLE FAMILY RESIDENTIAL LOT AREA	9,936 SQUARE FEET
AVERAGE SINGLE FAMILY RESIDENTIAL LOT AREA	5,249 SQUARE FEET

TRACT USE SUMMARY TABLE					
TRACT	AREA (S.F. ±)	AREA (A.C. ±)	USE	OWNER	MAINTAINED BY
A	17,509	0.402	PA, DRAINAGE	SVLMD	SVLMD
B	29,057	0.667	PA, DRAINAGE	SVLMD	SVLMD
C	164,594	3.779	PA, DRAINAGE	SVLMD	SVLMD
D	598,730	13.745	OPEN SPACE, DRAINAGE	SVLMD	SVLMD
E	8,724	0.200	ACCESS, ALLEY	SVLMD	SVLMD
F	7,656	0.176	ACCESS, ALLEY	SVLMD	SVLMD
TOTAL	826,270	18.969			

SVLMD = ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
PA = PEDESTRIAN ACCESS



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

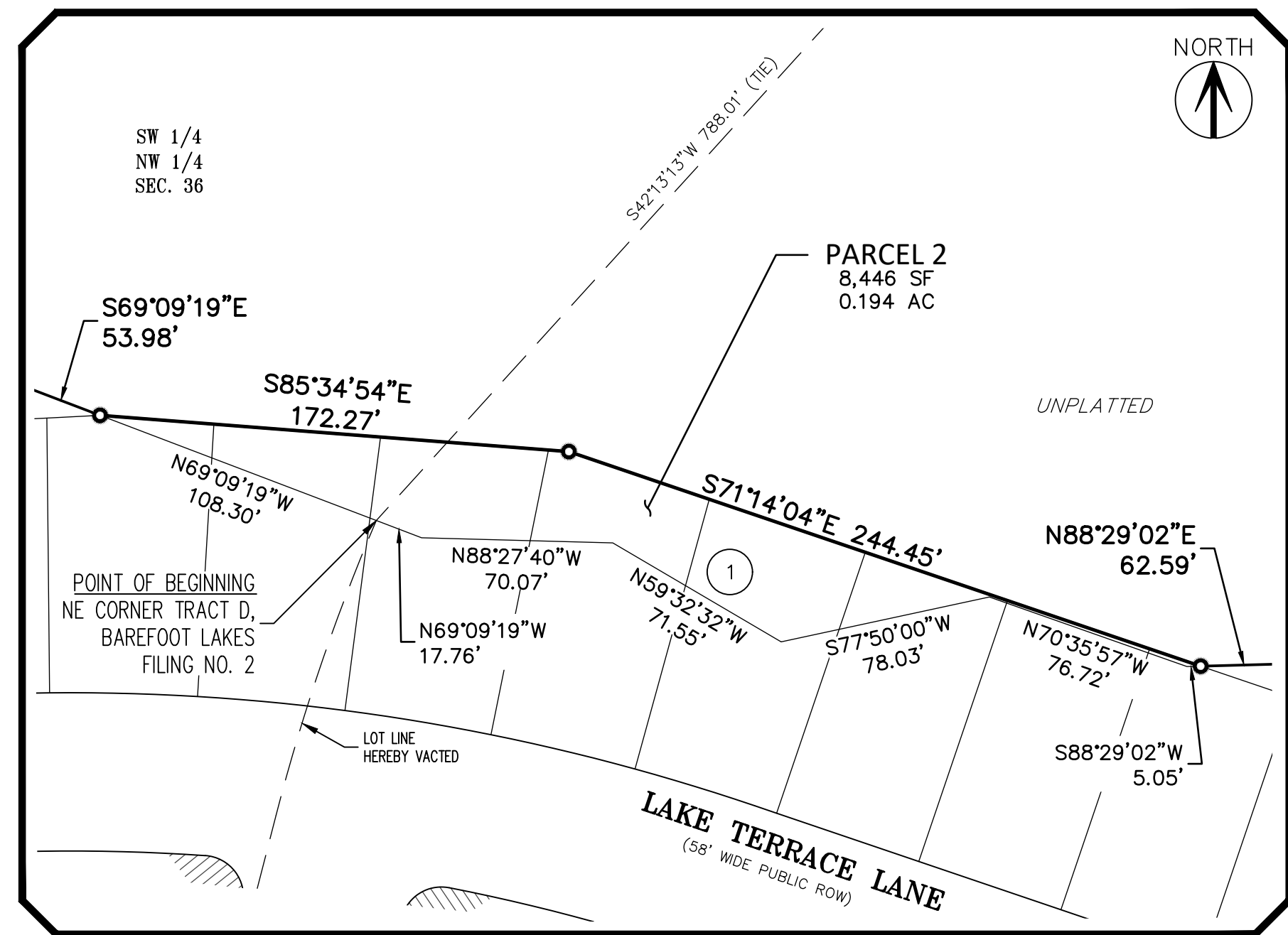
FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	N/A
Preparation Date	02-24-2017
Revision Date	07-12-2017
Revision Date	12-21-2017
Revision Date	

LEGAL DESCRIPTION & NOTES ~ SHEET 2 of 6

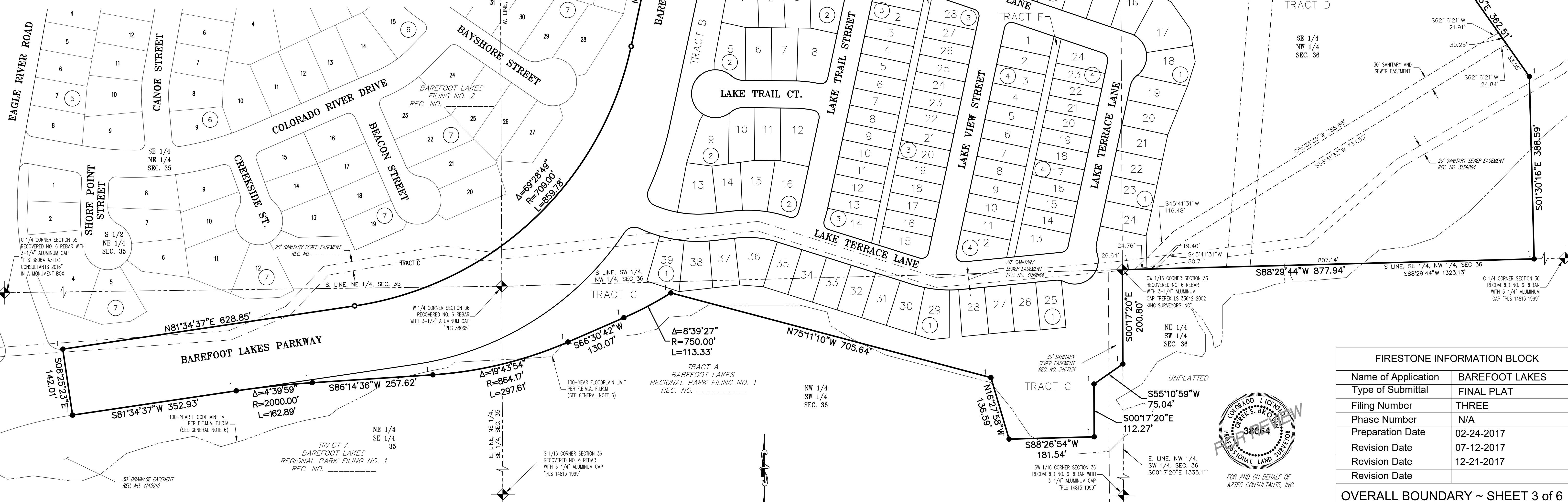
 AzTec Proj. No: 54817–07	300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER BROOKFIELD RESIDENTIAL		DATE OF PREPARATION:	2017–02–24
		6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENIAL, COLORADO 80111 (303) 706–9451		SCALE:	N/A
				S H E E T 2 O F 6	

BAREFOOT LAKES FILING NO. 3

A REPLAT OF LOT 1, BLOCK 13 AND TRACT Q, BAREFOOT LAKES FILING NO. 1, TRACT D, BAREFOOT LAKES FILING NO. 2, TOGETHER WITH AN UNPLATTED PARCEL OF LAND
LOCATED IN THE EAST HALF OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
SHEET 3 OF 6



DETAIL "A" SCALE: 1" = 50'



LEGEND

- RECOVERED SECTION CORNER
- SET 18" NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
- RECOVERED NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"

PARCEL 1 = TRACT Q, BAREFOOT LAKES FILING NO. 1
TRACT D, BAREFOOT LAKES FILING NO. 2

LOT B
AMENDED RECORDED
EXEMPTION NO.
1207-36-2-RE1140

50' KERR MCGEE
RIGHT-OF-WAY
REC. NO. 405167

SE 1/4
NW 1/4
SEC. 36

30' SANITARY AND
SEWER EASEMENT
REC. NO. 3159864

S LINE, SE 1/4, NW 1/4, SEC. 36
S88°29'44"W 1323.13'

FIRESTONE INFORMATION BLOCK

Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	N/A
Preparation Date	02-24-2017
Revision Date	07-12-2017
Revision Date	12-21-2017
Revision Date	

OVERALL BOUNDARY ~ SHEET 3 of 6



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

Aztec Proj. No: 54817-07

DEVELOPER
BROOKFIELD RESIDENTIAL

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

DATE OF PREPARATION: 2017-02-24

SCALE: 1" = 100'

SHEET 3 OF 6

FINAL PLAT

SHEET 4 OF 6

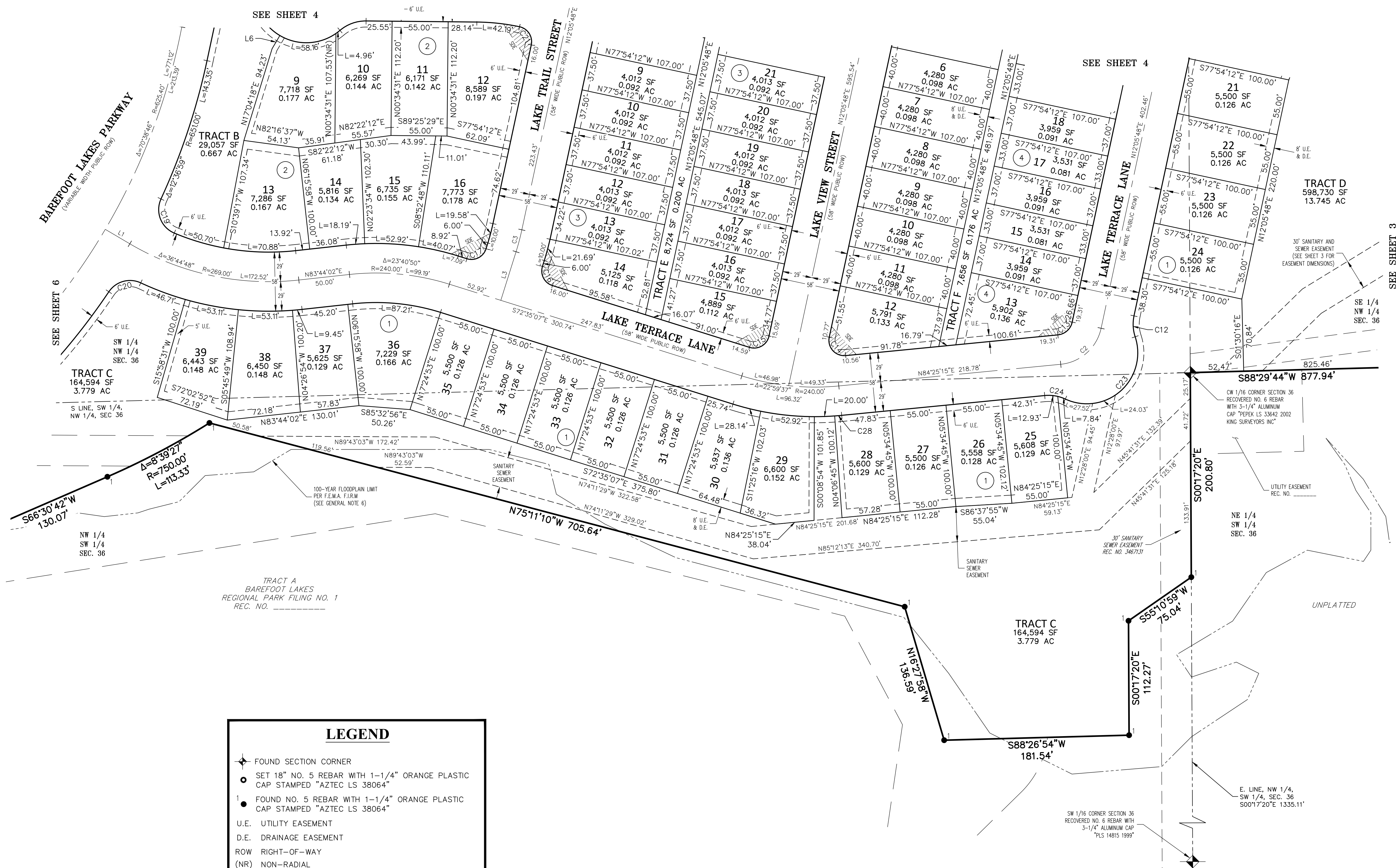


FINAL PLAT

BAREFOOT LAKES FILING NO. 3

A REPLAT OF LOT 1, BLOCK 13 AND TRACT Q, BAREFOOT LAKES FILING NO. 1, TRACT D, BAREFOOT LAKES FILING NO. 2, TOGETHER WITH AN UNPLATTED PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

SHEET 5 OF 6



AzTEC
CONSULTANTS, INC.

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

AzTec Proj. No.: 54817-07

DEVELOPER
BROOKFIELD RESIDENTIAL

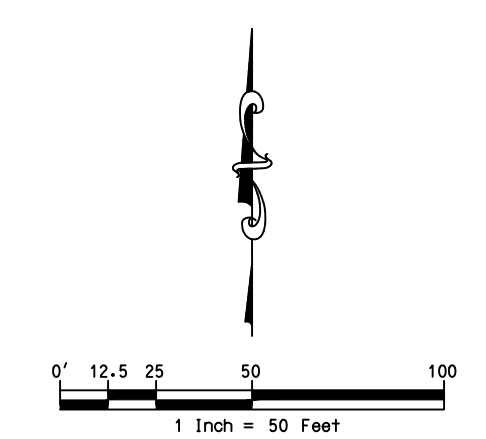
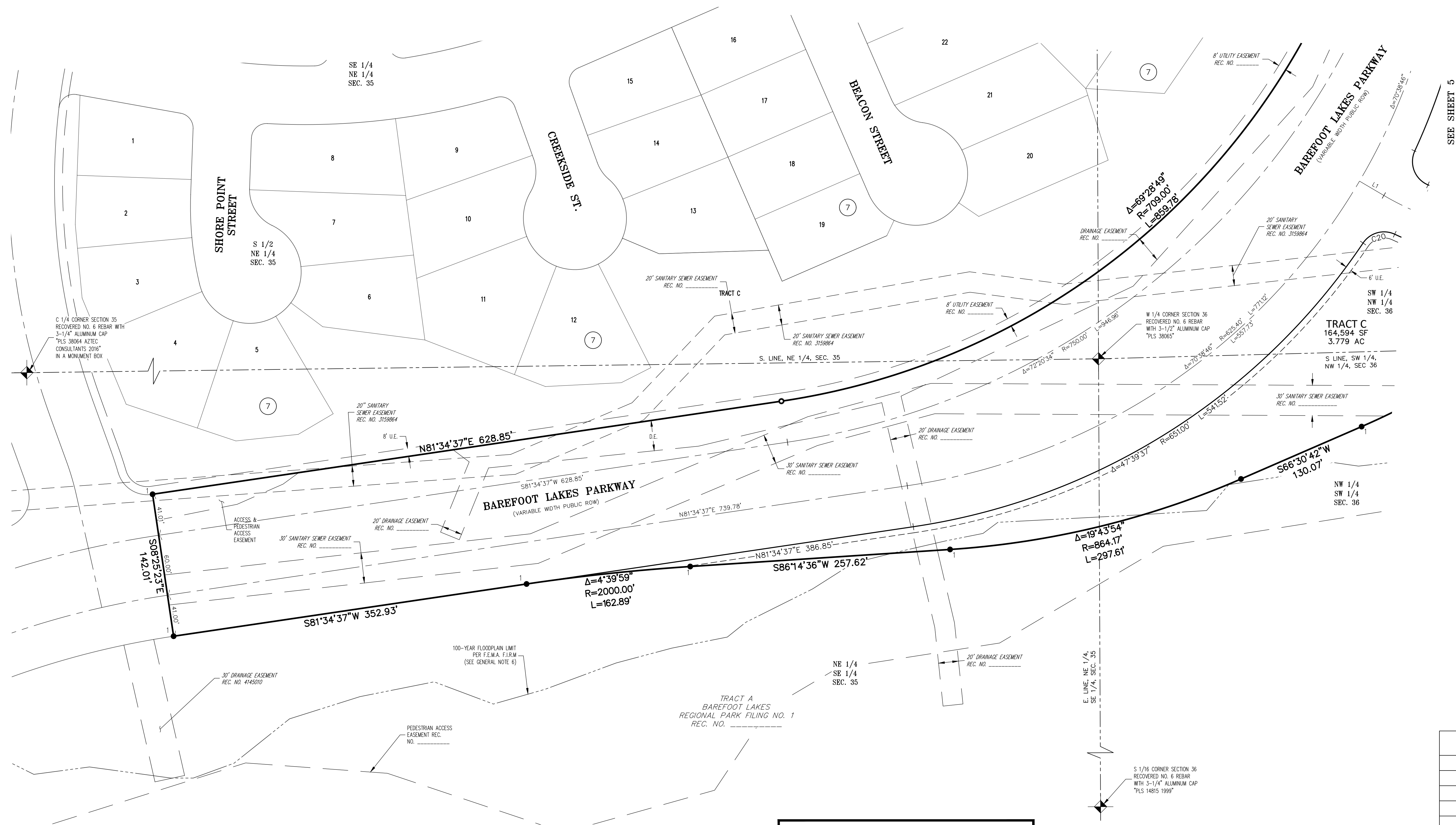
6465 S. GREENWOOD PLAZA BLVD., SUITE 700
CENTENIAL, COLORADO 80111
(303) 706-9451

DATE OF PREPARATION:	2017-02-24
SCALE:	1" = 50'
SHEET 5 OF 6	

FINAL PLAT

BAREFOOT LAKES FILING NO. 3

A REPLAT OF LOT 1, BLOCK 13 AND TRACT Q, BAREFOOT LAKES FILING NO. 1, TRACT D, BAREFOOT LAKES FILING NO. 2, TOGETHER WITH AN UNPLATTED PARCEL OF LAND
LOCATED IN THE EAST HALF OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
SHEET 6 OF 6



LEGEND

- ✦ FOUND SECTION CORNER
- SET NO. 5 REBAR WITH 1-1/4" (ORANGE) PLASTIC CAP STAMPED "AZTEC LS 38064"
- FOUND NO. 5 REBAR WITH 1-1/4" (COLOR) PLASTIC CAP STAMPED "AZTEC LS 38064"
- U.E. UTILITY EASEMENT
- ROW RIGHT-OF-WAY
- SEE SHEET 2 FOR LINE AND CURVE TABLES



FIRESTONE INFORMATION BLOCK	
Name of Application	BAREFOOT LAKES
Type of Submittal	FINAL PLAT
Filing Number	THREE
Phase Number	N/A
Preparation Date	02-24-2017
Revision Date	07-12-2017
Revision Date	12-21-2017
Revision Date	

PLAT GRAPHICS ~ SHEET 6 of 6

 Aztec CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER BROOKFIELD RESIDENTIAL 6465 S. GREENWOOD PLAZA BLVD., SUITE 700 CENTENIAL, COLORADO 80111 (303) 706-9451	DATE OF PREPARATION: 2017-02-24
	SCALE: 1" = 50'	
	SHEET 6 OF 6	

PROJECT NARRATIVE

Project Concept

Barefoot Lakes development (the “Development”) is an approximately 1,306-acre master-planned community that is intended to be developed as an asset to the Town of Firestone and the region. The Barefoot Lakes Filing No. 3 Final Development Plan (FDP) is primarily intended for Planning Area 10 (PA 10), but incorporates parts of PA 3 and PA 13. It is within the Phase I (approximately 85.96 acres) of the Barefoot Lakes Outline Development Plan (ODP) and provides more detailed planning and technical utility information. The FDP will include a variety of single family housing types and will continue the landscape and amenity character of Filing No. 1 and Filing No. 2.

The FDP includes signature monumentation, distinctive fencing, walking trails, and an open space network, demonstrating how the community will realize its founding principles: being a distinctive place, encouraging stewardship of nature, supporting wellness, and providing recreation opportunities for all ages and abilities through inclusive design. Following the Regional Park Filing No. 1 FDP, this FDP is the fourth part of what is becoming a robust active and passive recreation program that includes over 200 acres of open space and parks, as described in the ODP.

This FDP is consistent with the ODP for this property, which describes the residential developments as complementary to the region, and provides a necessary residential base for the Town of Firestone and Firestone's expanding regional commercial and employment centers.

Filing 3 FDP Land-Use Table			
Land Use	Square Feet	Acres	% of Total
Single Family Residential	561,619	12.89	30%
Tract A - F	825,467	18.95	43%
Road ROW	513,375	11.79	27%
Totals*	1,900,461	43.629	100%

* See tract use summary table below for tract land uses.

Density and Lot Size Information	
Lot Size Distribution	
0 - 10,000 sf:	107 Lots
10,001 - 12,500 sf:	0 Lots
12,501 - 15,000 sf:	0 Lots
Single Family Detached Residential Lot (Blocks 1 & 2):	
Minimum Lot Size (sf):	5,500
Maximum Lot Size (sf):	9,471
Mean Lot Size (sf):	6,226
Single Family Attached Residential Lot (Blocks 3 & 4):	
Minimum Lot Size (sf):	3,531
Maximum Lot Size (sf):	5,902
Mean Lot Size (sf):	4,162
Density	
Gross Area (Acres):	43.629
Gross Density (Residential Lots / Acre):	2.45 Lots/Ac
Number of Single Family Attached Residential Lots:	107
Number of Tracts:	6
Area of Tracts (Acres):	18.951
Area of Street Right -of-Way (Acres):	11.785
Area of Single Family Attached Residential Lots (Acres):	12.893
Density (Single Family Attached Residential Lots / Acres):	8.30 Lots /Ac

Water Dedication

The water service to the entire Barefoot Lakes Filing No. 3 Subdivision is provided by Little Thompson Water District. The Owner has satisfied the water dedication requirement by a separate agreement with the Water District.

Private Maintenance and Enforcement

St. Vrain Lakes Metropolitan District 1 (SVL Metro) will serve the community of Barefoot Lakes. SVL Metro is governed by a Service Plan and has recorded Covenants, Conditions, and Restrictions with the Weld County Clerk and Recorder. SVL Metro is responsible for the maintenance of all common elements as set forth in the FDP. All private roads and alleys, trails, open spaces, and parks systems with the FDP shall be maintained by SVL Metro. Please see the Tract Use Summary table for more information on maintenance and control.

Parks, Trails, and Open Space

Parks and trails in this filing are primarily concerned with tying in to the amenities of the adjacent lake. This Filing continues the regional trail along Barefoot Lakes Parkway, where it will eventually connect to future development to the northeast. Tract trails primarily serve to connect the community to the Regional trail as well as the trail around the lake. Trails for the proposed area are shown with the FDP Site Plans on Sheets 4 through 6. Sufficient park dedication for the entire site was planned as part of the ODP.

Neighborhood sidewalks are detached and tree lawns shall be maintained by the homeowner. Tract trails are designed as part of a larger network of trails promoting connectivity beyond the boundary of the FDP. The public landscape and open space surrounding the single-family residences will be low water use, naturalistic in style, and favoring native and adaptive species.

A neighborhood park is included in this FDP, most clearly seen on the landscape plans on Sheets 14 and 15. Located in Tract C, the dual multi-purpose turf lawns are perched above the lake on the west and the St. Vrain Creek on the east. Trails link the park to homes in filing, and also to the lake edge trail. Some landscape improvements are also included outside of the filing boundary to expand on the park amenities around the lake perimeter, specifically a turf overlook on Sheet 15.

This parcel is positioned to make the most of its surroundings - between the lakes to the west, St. Vrain Creek to the south, and the large drainage draw to the north east, this site is surrounded by open space

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
NARRATIVE CONTINUED
Town of Firestone
Weld County
State of Colorado
Sheet 02 of 36

Tract Land Use

As defined by Town of Firestone Development Regulations, PUD land use categories of Open Space can include active and passive open space uses and landscape enhancements of developed areas. Active open space uses can include tot lots, playgrounds, sports fields, and trails. Passive open space uses can include naturalized areas, greenbelts, trails and gardens. Drainage improvements, monumentation, signage, pedestrian access, and utilities are permitted in Barefoot Lakes open space.

Tract Use Summary Table							
Tract	Area (sf)	Area (ac)	Impervious Area (sf)	% Impervious	Use	Owner	Maintained By
A	17,509	0.40	2,240	13%	O, PA, D	SVLMD	SVLMD
B	29,057	0.67	5,943	20%	O, PA, D	SVLMD	SVLMD
C	164,594	3.78	6,451	4%	O, P, PA, D	SVLMD	SVLMD
D	597,927	13.73	0	0%	O, D	SVLMD	SVLMD
E	8,724	0.20	8,724	100%	PRIVATE ALLEY	SVLMD	SVLMD
F	7,656	0.18	7,656	100%	PRIVATE ALLEY	SVLMD	SVLMD
Totals*	825,467	18.95	28,774	3%			

TRACT SUMMARY LEGEND

- O OPEN SPACE
- P PARK
- PA PEDESTRIAN ACCESS
- D DRAINAGE

Environmental Impact Mitigation

Several wetland areas and other aquatic features exist on the overall 1300-acre Barefoot Lakes Development, with a portion of those lying within Tract D of Barefoot Lakes Filing No. 3. The total anticipated impacts for the overall development is anticipated to be less than 0.5-acre. Permitting for impacts has been verified with the U.S. Army Corps of Engineers for these minor unavoidable impacts, including a 0.019-acre permanent impact within Tract D of Barefoot Lakes Filing No. 3. The owner/developer has worked with the Corps to identify and implement required mitigation for the authorized impacts.

Controls

Please refer to the Private Maintenance and Enforcement and Tract Use Summary Table in the prior section.

Drainage

Drainage improvements for the proposed Development consist of landscaped swales, roads, storm sewer, and water quality/detention facilities. Improvements will be phased to coincide with each anticipated development phase.

Utilities and Service Requirements

The Development is planned to be served by the following:

- 1. Metro Districts -Saint Vrain Lakes Metropolitan District No. 1 (SVL Metro)
- 2. Gas - Black Hills Energy
- 3. Electric - United Power
- 4. Telephone - Comcast
- 5. Recreation - Town of Firestone, Carbon Valley Park and Recreation District, and/or SVL Metro
- 6. Police Protection - Town of Firestone
- 7. Fire Protection - Frederick-Firestone Fire Protection District
- 8. Potable Water - Little Thompson Water District
- 9. Sanitary Sewer - St. Vrain Sanitation District
- 10. Schools - St. Vrain Valley School District, RE-1J
- 11. Street Maintenance of Town Owned Public Streets - Town of Firestone
- 12. Stormwater Facility Maintenance (except operation of the lakes) - Town of Firestone
- 13. Lake Management - SVL Metro and/or Little Thompson Water District
- 14. Raw Water Irrigation System (if developed in the future) - SVL Metro and/or Little Thompson Water District

Parking

No additional parking spaces are required other than on-street parking and private single-family home driveways.

A final street layout is shown in the FDP Site Plans Sheets 4 through 6. The final layout involves the following connections to tie in with adjacent future development:

- Two access points on Barefoot Lakes Parkway via Lake Terrace Lane. The northern entrance of Lake Terrace Lane aligns with Lake Terrace St., which is a part of Filing No. 2.
- Barefoot Lakes Parkway will continue east, past Lake Terrace Lane in future.

Lighting

Street lights shall be located, at a minimum, at intersections and pedestrian crossings as shown on Sheet 35 of this FDP. Street lights in Filing No. 3 match the street lights from Filing No. 1 and Filing No. 2. Although United Power does not currently carry LED lamps in their inventory for this fixture, these were selected because they are LED-ready and can be converted to LED in the future by merely switching the lamp.

Fencing Standards

Barefoot Lakes Filing No. 3 makes use of the same signature fencing established in Filing No. 1 and Filing No. 2 in order to continue a consistent project aesthetic. For fencing standards, refer to Sheets 25 through 28.

Architecture Design Standards

General Standards

Architectural standards will conform to Town regulations and municipal code as they may be amended from time to time. Firestone's rules and regulations for architecture shall be in full force and effect unless specifically superseded herein.

All homes developed in this FDP shall be in keeping with the quality of the homes shown on the Residential Character Elevations page of this FDP (Sheet 36), as determined by the Architectural Review Committee.

Elevations

Sample architectural elevations indicating the general architectural style and quality of homes are shown on Sheet 36. All homebuilders shall submit plans that are generally consistent with the quality of the sample elevations and meets the architectural and development standards noted below:

- Generally, when looking at the Front of any lot, the Right Elevation is to the right of the Front, the Left Elevation is to the left of the Front and the Rear Elevation is opposite the Front of the lot (i.e. the Front Elevation).
- Rock means rock, brick, stone or cultured stone.
- Building orientation: This FDP provides for either the short side or the long side of a structure to be facing the street.
- All homes shall meet the following architectural standards:
 - a. All lap siding shall be no less than 8-inches with no less than a 7-inch exposure unless different dimensions are deliberately used to achieve an architectural effect in keeping with the proposed elevations.
 - b. Where used, trim board at windows and building corners will be sized and placed in keeping with the architectural style.
 - c. Roof materials shall be of high-quality composite, tile, or similar, preferably designed to provide increased contrast and shadows. The roof colors shall coordinate with or complement the main color of the structure.
 - d. Similar house elevations shall not be placed next to or directly across from one another.
 - e. Detached garages are permitted.
 - f. Unless otherwise approved by the Town Planner, at his or her sole discretion to maintain the quality of the neighborhood, each residential home shall be constructed on site in significant part.
 - g. All residential homes shall have a minimum of a two car garage.
 - h. It is preferred that all homes have a minimum floor area of 1,000 sf, not including garage, basement, attic, deck, patio, or other similar accessory area.
 - i. It is preferred that all homes have a basement or "crawl space".
 - j. Where rock, brick or cultured stone is used at the base of the elevation, such material shall terminate at an inside corner.
- General Character: The general architectural character for Barefoot Lakes is unassuming, light, quiet, and timeless. Such an architectural character may be achieved by utilizing lighter materials and simpler detailing.
- Enhanced Elevations: Lots identified in the Enhanced Elevation Table will receive enhanced architectural treatments on identified elevations, as described in this section.
 - a. Refer to the Enhanced Elevation Table on the next page.
 - b. The Enhanced Elevation Table identifies which elevations in specific lots must employ architectural techniques to "enhance" their appearance. The goal is to create well-articulated elevations that reinforce the architectural character of the home on all exposed elevations. Enhancements will be achieved using techniques and materials that are appropriate for, and consistent with, the architectural style of the home.
 - c. Example Enhanced Elevation Options may include, but are not limited to:
 - c.a.Wrap masonry that exists on the front elevation to the enhanced side/rear. Masonry shall terminate at an inside corner or a location that works with the architectural style of the home.
 - c.b.. Window grids that appear on the front elevation carry around to the enhanced side/rear.
 - c.c.Shutters found on the front elevation are included in key locations on the enhanced side/rear.
 - c.d.Additional design elements featured on the front elevations of the home that are carried to the enhanced side/rear.
 - c.e.Optional extended living spaces, fireplaces, covered patios that create plane articulation become standard on the enhanced side/rear.
 - c.f. Decorative gable end detailing wraps to the enhanced side/rear.
 - c.g.Additional landscaping at exposed rear and corner lots requiring enhancement at the side/rear.

DESIGNWORKSHOP

Landscape Architecture • Land Planning
Urban Design • Tourism Planning
Asheville • Aspen • Austin • Denver
Salt Lake City • Lake Tahoe

1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260

WWW.DESIGNWORKSHOP.COM

FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

DW PROJECT NUMBER: 5311

FIRESTONE
INFORMATION BLOCK

BAREFOOT LAKES

NARRATIVE
CONTINUED

Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	N/A
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	
Sheet <u>02</u> of <u>36</u>	

©COPYRIGHT DESIGNWORKSHOP, INC.

PROJECT NARRATIVE (CONTINUED)

Architecture Design Standards (Continued)

Elevations (Continued)

7. Exterior wall materials include the following, or similar quality materials:
- a. Acceptable materials include cementitious hardboard siding panels and shingles, stained cedar shingles, painted wood siding, and stucco.
 - b. Brick and stone are encouraged in accordance with the architectural style.
 - c. The number of materials used in a wall elevation must compliment the architectural style.
 - d. Material changes should generally occur along a horizontal line, typically at a floor line or a gable end. Vertical changes must occur at logical articulations of the building wall, and at inside corners. Generally, lighter materials should be placed above those of heavier weight.
 - e. Encouraged siding patterns include: clapboard, shiplap, drop siding, tongue-and-groove (vertical and horizontal), board and batten, and shingle coursing.
 - f. When appropriate for the architectural style, all elevations of a building shall be designed using the same (one or two) materials in similar configurations.
8. Architecture color:
- a. The overall color scheme for a residence shall be of a unified palette. As a counterpoint to the diversity found throughout neighborhood, a single color composition may also be appropriate for certain block faces or streets.
 - b. It is preferred that colors of residences on blocks are in harmony together.
 - c. Residences should generally limit color palette to 5 colors, including the trim color, front door color, and the color of the masonry (if any).
 - d. Local landscape characteristics provide good clues for appropriate color palettes. For example, blue reflects sky, ochre reflects native grasses, green reflects trees, terra cotta reflects earth. Colors may be bold or muted, but should be grounded in earth tones and landscape colors. Bright colors are discouraged except in limited capacities as feature enhancements, and fluorescents are prohibited.
 - e. The roof color should be coordinated with the building's wall colors and architectural style.

Roof forms

1. The roof form and slope shall be consistent with the specific architectural style of the house, as in the examples on sheet 36. There is no specific limit on the number of roof planes required by the FDP; however, there should generally be a minimum of four different roof planes, unless otherwise approved by the architectural review committee.

Foundation Walls

1. The maximum amount of bare foundation wall permitted to be exposed above finished grade is 8-inches.

Address Signs

1. Street addresses are to be prominently displayed, plainly visible from the street.

Accessory Structures

1. Each lot will be allowed a maximum of one accessory structure, which shall be set back at least five feet from any property line.
2. Accessory structures are not permitted in the front yards, side yards that face a public street, within utility easements or within oil and gas well setbacks.
3. The square footage of the accessory building located on the ground shall be no larger than 200 square feet of floor area and may not exceed a height of twelve feet.
4. Construction materials shall be similar to the primary building and must be constructed of durable, low maintenance materials, architecturally compatible and integrated with existing buildings and structures. All accessory structures shall be constructed of appropriate and compatible materials taken from residential architecture and color schemes. No plastic structures are allowed.
5. Accessory structures and facilities are to be screened, to the extent possible, from public streets and sidewalks, either by screening, landscaping, location or other techniques deemed sufficient.
6. Drainage from the roof of the shed shall not be permitted to run off onto the property of another nor shall it run off into the foundation of the main structure.

Landscape Design Standards

Barefoot Lakes Filing No. 3 makes use of a consistent landscape aesthetic to continue a consistent quality and character established by Filing No. 1 and Filing No. 2. For landscape standards, refer to Sheet 13.

Barefoot Lakes Signage Standards

Barefoot Lakes makes use of signature monumentation and a consistent aesthetic for all signs, as established by Filing No. 1 and Filing No. 2. For signage standards, refer to Sheets 29 through 34.

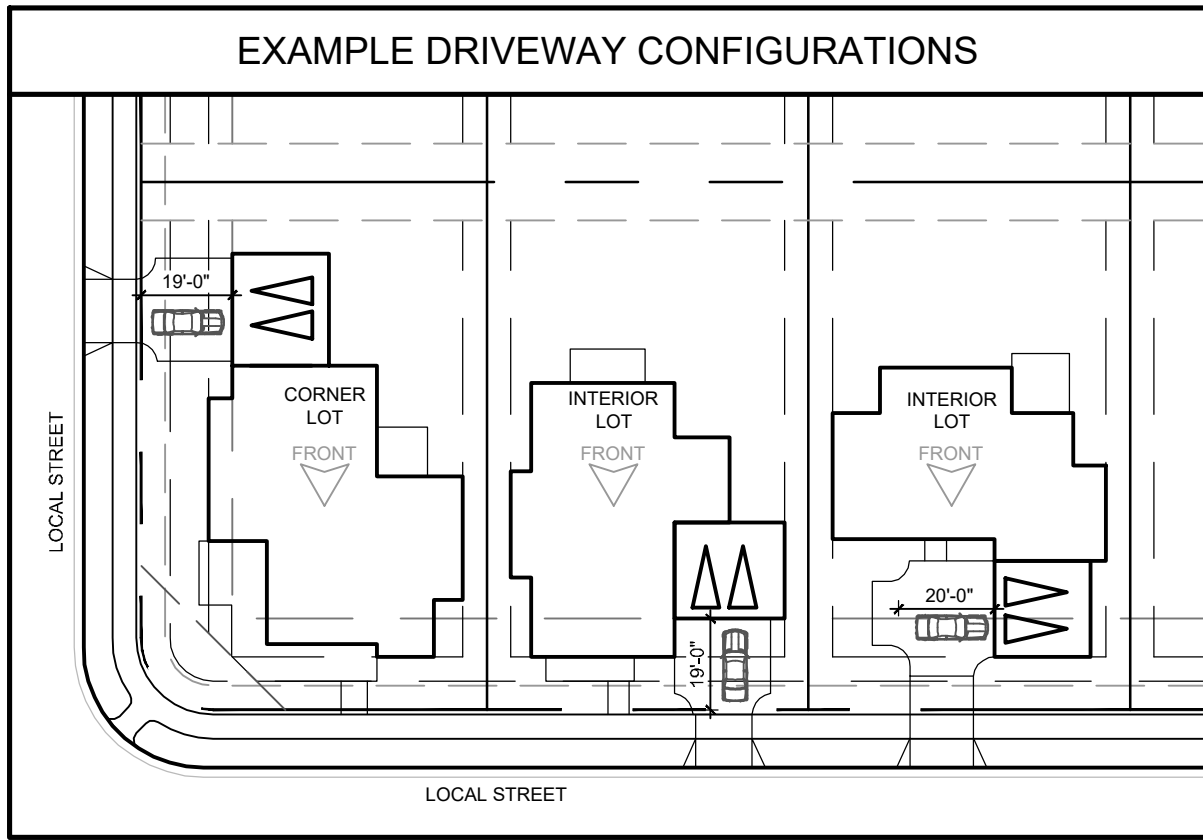
Development Schedule

Construction will be dependent upon market conditions, but at this time, development is scheduled to begin after approval of the Final Plat and FDP. It is expected that construction of Phase 1 elements (utilities, street infrastructure, landscape, fencing and signage) will begin in 2018. Phase 2 elements (utilities, street infrastructure, landscape, fencing and signage) are anticipated to begin in 2019, but could be sooner or later depending on market conditions. Refer to the phasing plans on Sheets 8 through 10. Home construction will be dependent upon current market conditions, but is expected to start after substantial completion of utility and street infrastructure of the associated phase. This plan is not intended to expire, but could be subject to review in 2040 if not yet complete.

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
NARRATIVE CONTINUED
Town of Firestone
Weld County
State of Colorado
Sheet 03 of 36

BUILDING SETBACKS TABLE	
REQUIREMENT DESCRIPTION	STANDARD (Feet)
Minimum Setbacks for Primary Structure (Setback to Right-of-Way, Feet)	
Front	11
Side – Interior (at Adjacent Lot or Non-Alley Tract)	5
Side – at Alley Tract	8
Side – at Local Street	9
Side – at Collector/Arterial Street	14
Side – at shared wall of attached units (interior lot lines only)	0
Rear – Interior (at Adjacent Lot or Non-Alley Tract)	15
Rear – Non-Alley Tract	15
Rear – Adjacent to Alley Tract	12
Attached Garage - Front and Side	
For any driveway there is a minimum setback of 19 feet between the garage and the right-of-way line, to prevent vehicles parking in the driveway from extending beyond the right-of-way line.	19 *
* The 19 foot garage setback shall not be required if the configuration of the garage and driveway allows vehicles parked in the driveway to not extend into the right-of-way, as in the example diagrams at right.	
Minimum Setback for detached Accessory Structures (Feet)	
Side – Interior (at Adjacent Lot or Non-Alley Tract)	5
Side – at Alley Tract	13
Side – at Local Street	14
Side – at Collector/Arterial Street	19
Rear	8
Rear, at Alley Tract	8
Minimum Setback for decks and balconies (Feet)	
Front Yard – Porch	6
Front Yard – Balcony	6
Rear Yard – Decks greater than 30 inches above finish grade (distance given from rear property line)	12
Rear Yard – Decks less than 30 inches above finish grade	Up to utility setback
Rear Yard – Patios at grade	0
Side Yard – Decks of any height	Same as building setbacks
* Notes regarding Decks:	
• Deck setbacks shall be measured from the lot line to any portion of the deck.	
• No deck shall be constructed within the side setbacks or upon any established easement.	
• Decks may be covered provided such cover does not extend into the building setbacks.	
Encroachments/Projections into setbacks (Feet)	
No encroachments are permitted into easements	-
Eaves and Awnings	3
Window Wells	2
Fireplaces, Chimneys, Bay Windows and Building Projections	2
Side Balconies	2
Rear Staircases	3

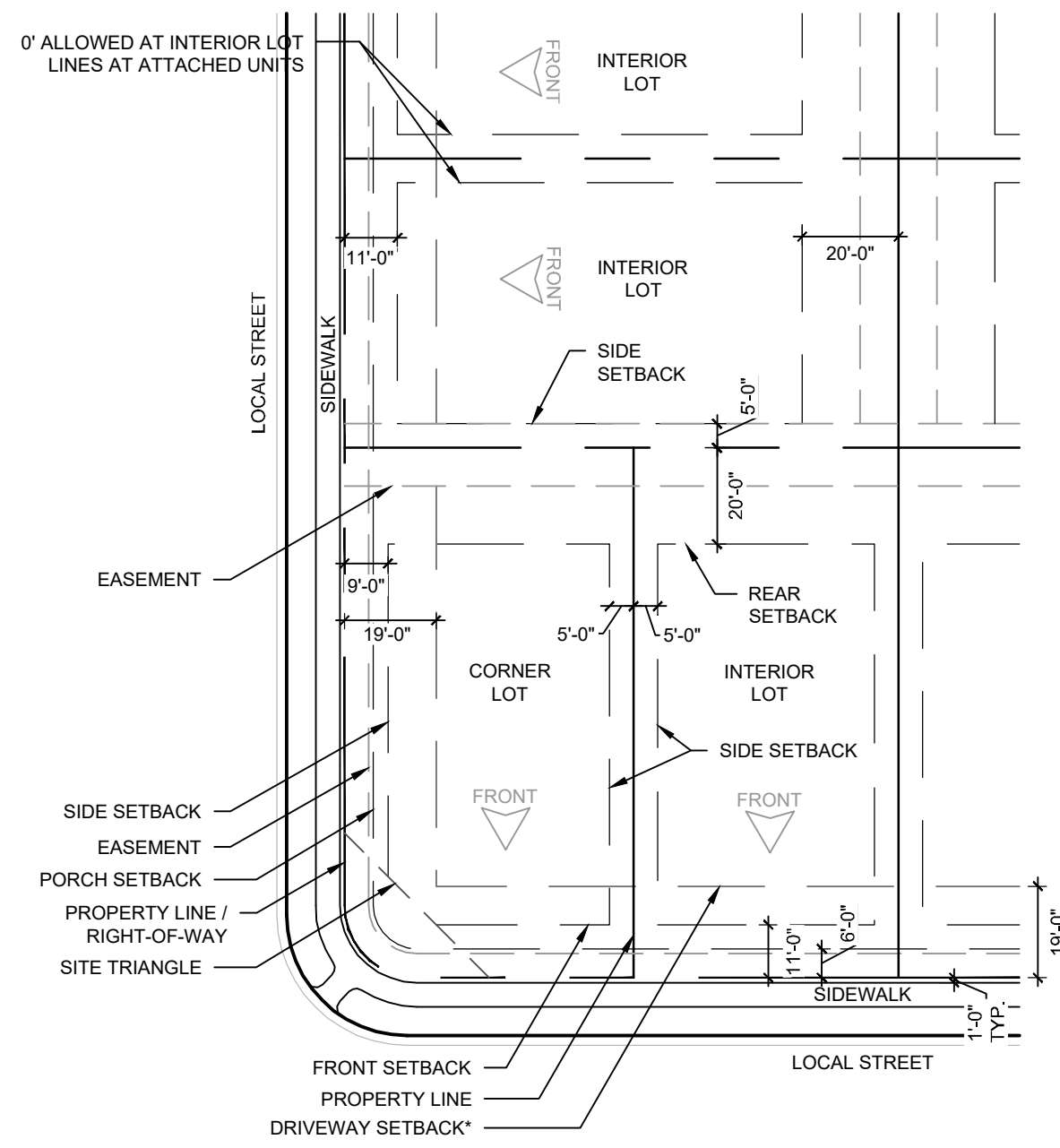
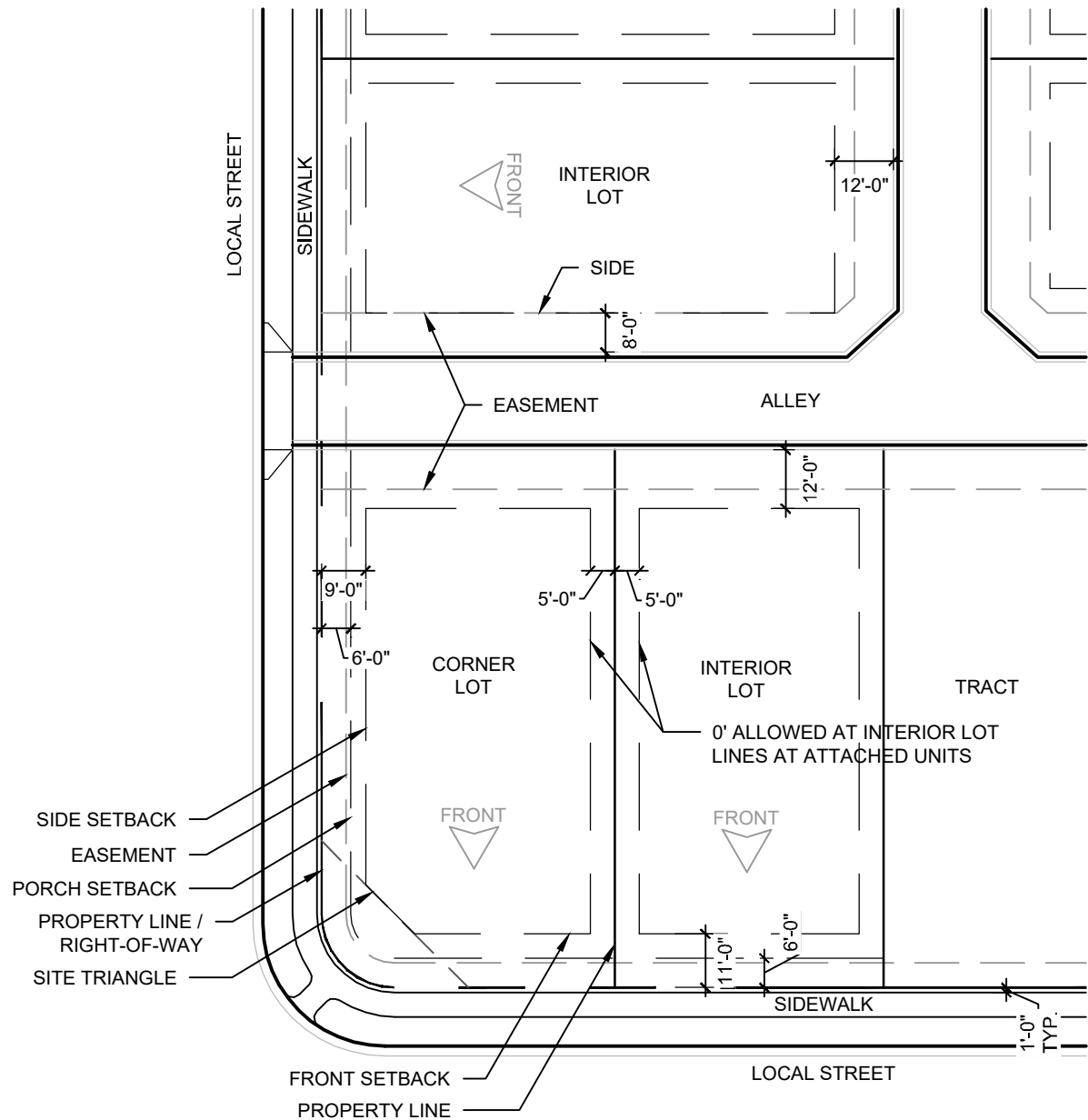
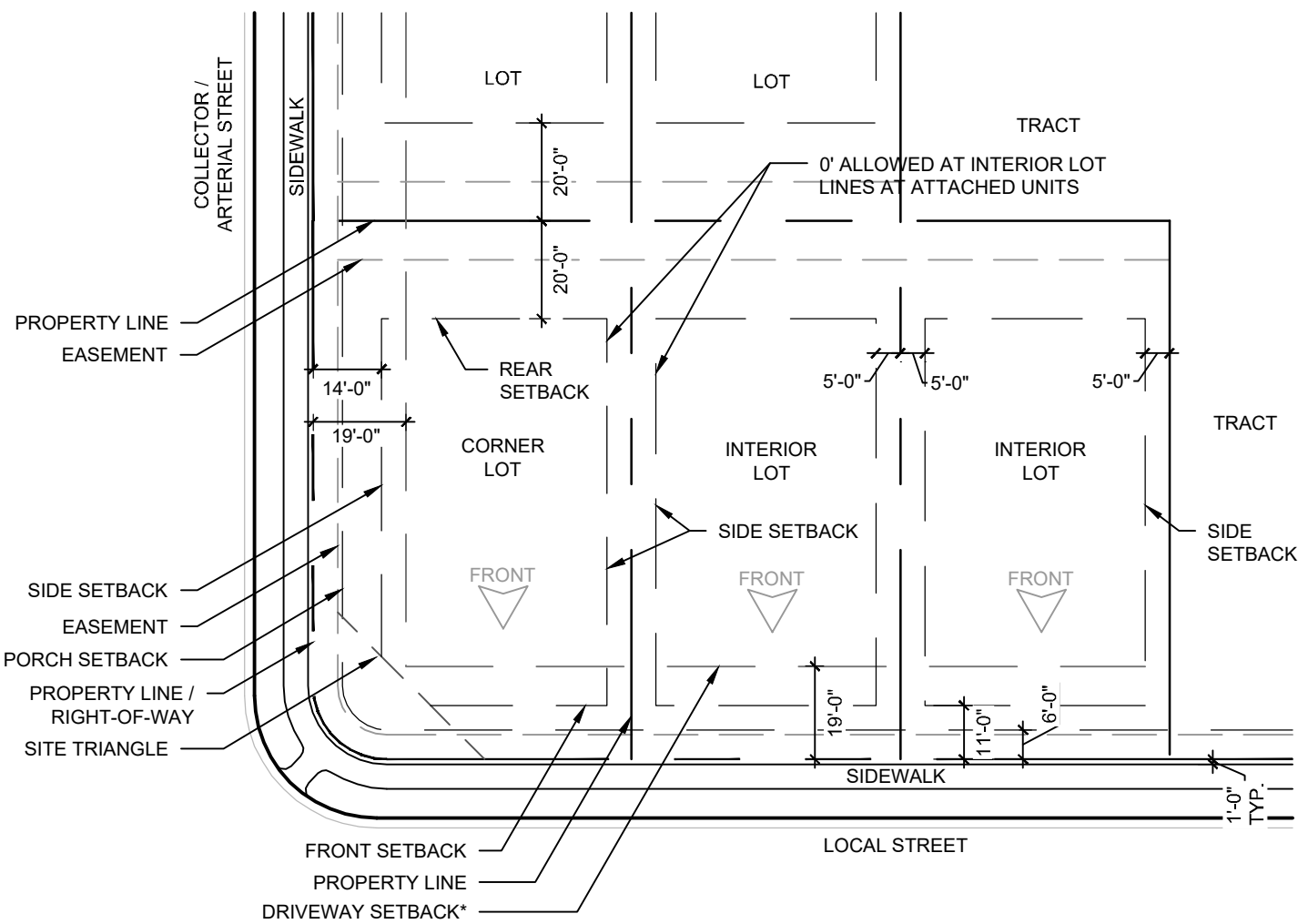
OTHER BUILDING REQUIREMENTS	
REQUIREMENT DESCRIPTION	STANDARD (Feet)
Building Height* Limitations (Feet)	
* The maximum building heights are based on the difference between the maximum first floor finished floor elevation (as described on the FDP) and the highest point of the roof. The maximum height does not include parapet walls, HVAC screens and chimneys, which can exceed the maximum height by ten feet.	
Maximum Lot Coverage (%)	70



ENHANCED ELEVATION TABLES			
Lot No.	Enhancement Location		
	Right	Left	Rear
Block 1			
1		X	X
2			X
3			X
4			X
5		X	
6			X
7			X
8			X
9			X
10			X
11			X
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24	X		
25		X	X
26			X
27			X
28	X		X
29		X	X
30			X
31			X
32			X
33			X
34			X
35		X	
36			X
37			X
38			X
39	X		X
Lot No.	Enhancement Location		
	Right	Left	Rear
Block 3			
1			X
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14	X		
15		X	
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28	X		
Lot No.	Enhancement Location		
	Right	Left	Rear
Block 4			
1		X	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12	X		
13		X	
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24	X		
Lot No.	Enhancement Location		
	Right	Left	Rear
Block 2			
1	X		
2			
3			
4		X	
5		X	
6			
7			
8	X		
9	X		
10			
11			
12		X	
13		X	
14			
15			
16	X		

TYPICAL LOT SETBACK DIAGRAMS

NOTE:
• EXHIBIT PROVIDED FOR REFERENCE. NOT ALL CONDITIONS ARE DEPICTED. CONSULT SETBACK TABLE FOR COMPLETE LIST OF SETBACK REQUIREMENTS.



DESIGNWORKSHOP

Landscape Architecture • Land Planning
Urban Design • Tourism Planning
Asheville • Aspen • Austin • Denver
Salt Lake City • Lake Tahoe

1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260

WWW.DESIGNWORKSHOP.COM

FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

DW PROJECT NUMBER: 5311

FIRESTONE
INFORMATION BLOCK

BAREFOOT LAKES

NARRATIVE
CONTINUED

Name of application: Barefoot Lakes Filing No. 3

Type of Submittal: FDP

Filing #: 3

Phase #: N/A

First Submittal: 7.28.2017

Revision 1: 12.20.2017

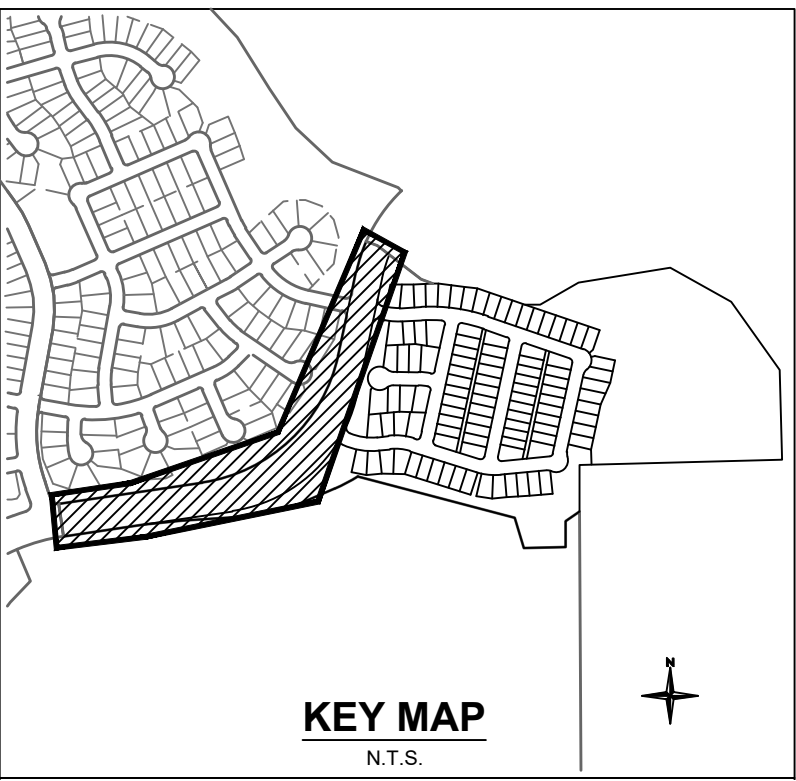
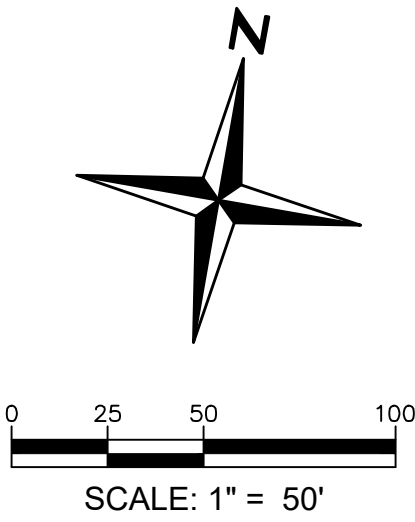
Revision 2:

Revision 3:

Sheet 03 of 36

© COPYRIGHT DESIGNWORKSHOP, INC.

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
SITE PLAN
Town of Firestone
Weld County
State of Colorado
Sheet 4 of 36



FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3

TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

REDLAND PROJECT NUMBER 08001.14

FIRESTONE
INFORMATION BLOCK

BAREFOOT LAKES

SITE PLAN

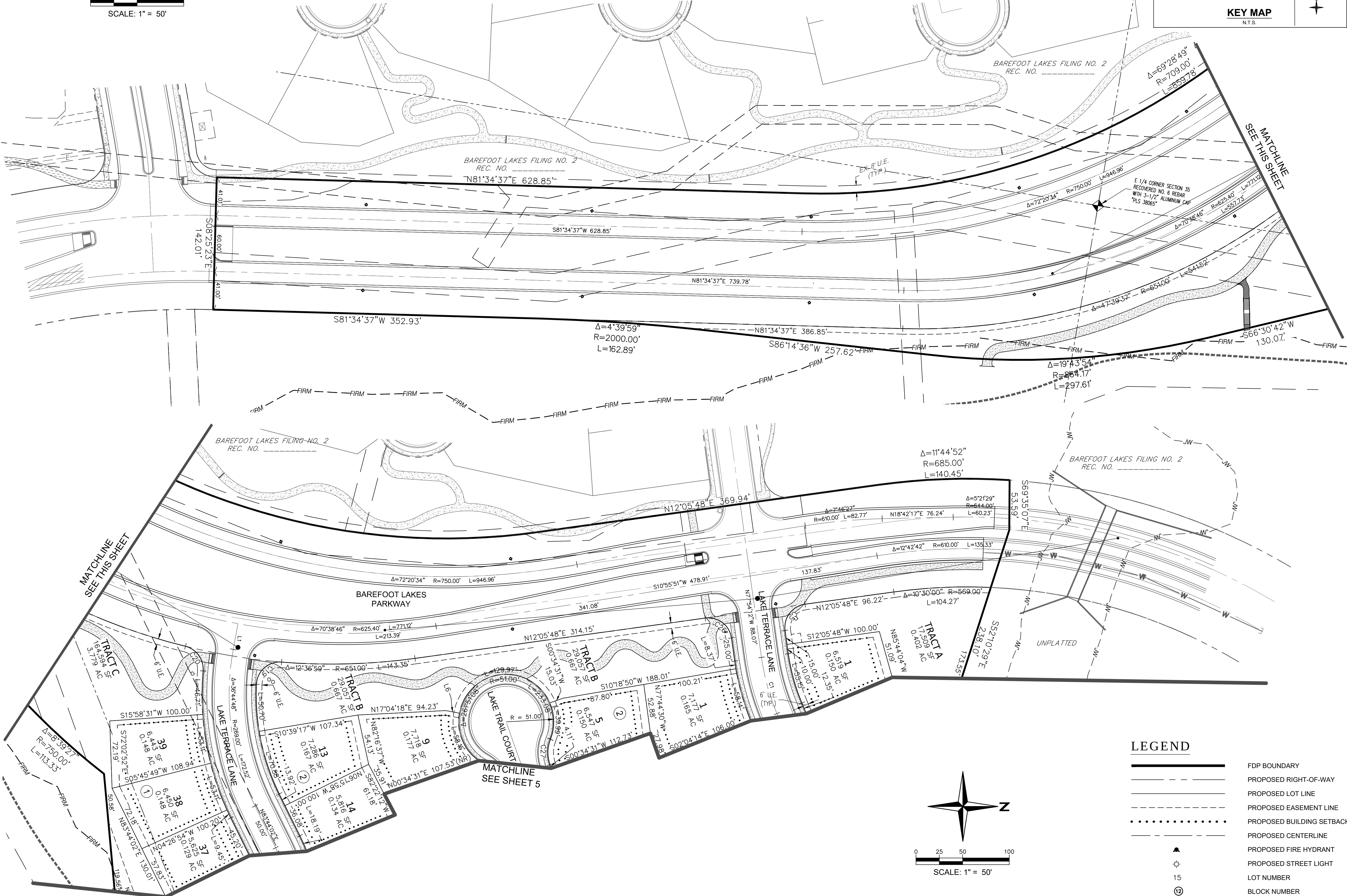
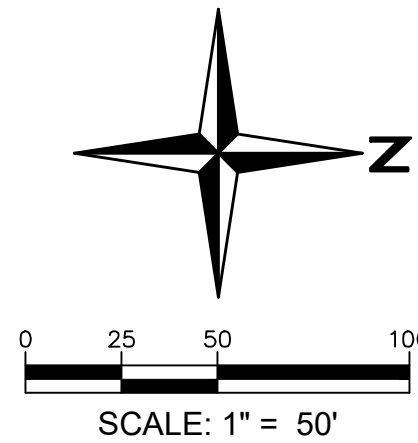
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	

Sheet 4 of 36

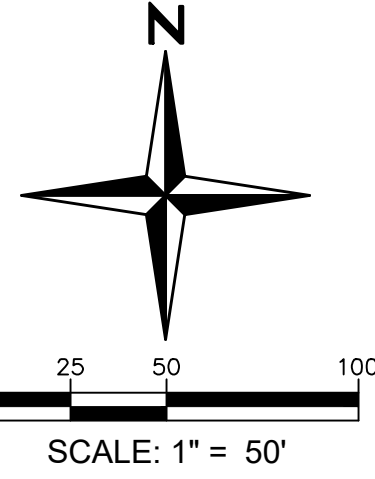
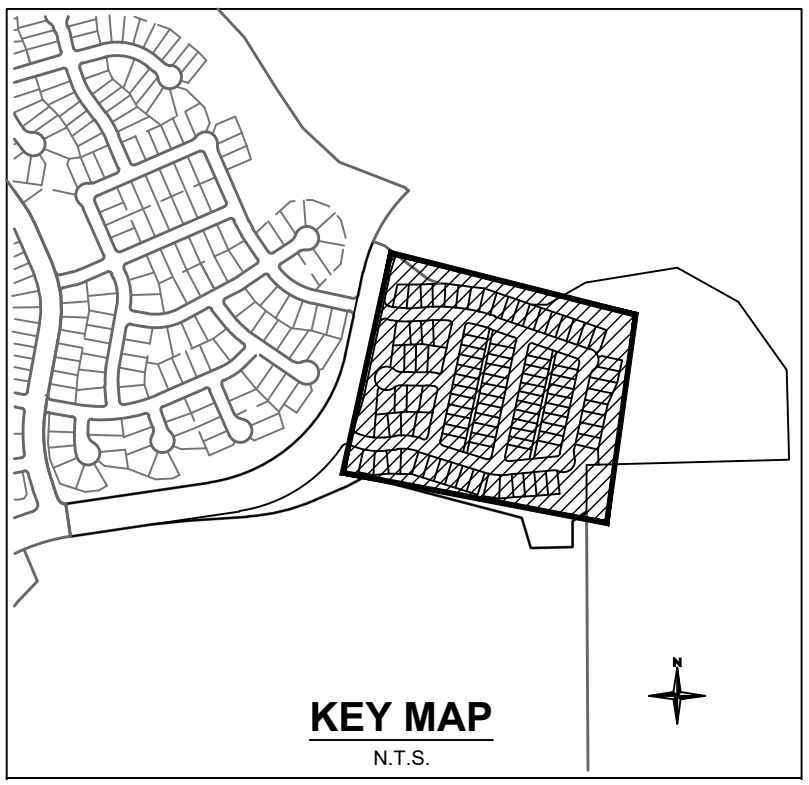
© COPYRIGHT DESIGNWORKSHOP, INC.

LEGEND

	FDP BOUNDARY
	PROPOSED RIGHT-OF-WAY
	PROPOSED LOT LINE
	PROPOSED EASEMENT LINE
	PROPOSED BUILDING SETBACK
	PROPOSED CENTERLINE
	PROPOSED FIRE HYDRANT
	PROPOSED STREET LIGHT
	LOT NUMBER
	BLOCK NUMBER



Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
SITE PLAN
Town of Firestone
Weld County
State of Colorado
Sheet 5 of 36



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	14°58'30"	240.00'	62.73'	S85°23'27"E, 62.55'
C2	72°19'27"	45.00'	56.80'	N48°15'32"E, 53.11'
C3	5°19'05"	240.00'	22.28'	N14°45'20"E, 22.27'
C4	11°31'17"	240.00'	48.26'	N83°39'51"W, 48.18'
C5	90°00'00"	25.00'	39.27'	S32°54'12"E, 35.36'
C6	98°10'20"	15.00'	25.70'	N36°59'22"W, 22.67'
C7	88°59'49"	15.00'	23.30'	S56°35'42"W, 21.03'
C8	83°19'52"	15.00'	21.82'	N29°34'08"W, 19.94'
C9	96°40'08"	15.00'	25.31'	S60°25'52"W, 22.41'
C10	83°19'52"	16.00'	23.27'	N29°34'08"W, 21.27'
C11	40°55'34"	39.00'	27.86'	S32°33'35"W, 27.27'
C12	30°31'12"	39.00'	20.77'	S03°09'48"E, 20.53'
C13	72°19'27"	16.00'	20.20'	N48°15'32"E, 18.88'
C14	107°40'33"	15.00'	28.19'	S41°44'28"E, 24.22'
C15	95°19'05"	15.00'	24.95'	N59°45'20"E, 22.17'
C16	90°00'00"	15.00'	23.56'	S27°35'07"E, 21.21'
C17	90°00'00"	15.00'	23.56'	N62°24'53"E, 21.21'
C19	91°57'20"	25.00'	40.12'	S21°15'53"E, 35.95'
C20	81°02'19"	25.00'	35.36'	S74°26'10"W, 32.49'
C21	90°03'54"	15.00'	23.58'	N32°56'09"W, 21.23'
C22	89°57'18"	15.00'	23.55'	N57°04'27"E, 21.20'
C23	133°21'51"	50.00'	116.38'	N48°15'32"E, 91.83'
C24	30°31'12"	39.00'	20.77'	N80°19'09"W, 20.53'
C25	40°55'34"	39.00'	27.86'	S70°06'44"W, 27.27'
C26	90°00'00"	25.00'	39.27'	S57°05'48"W, 35.36'
C27	40°55'34"	39.00'	27.86'	S68°57'42"E, 27.27'
C28	1°28'00"	269.00'	6.89'	N85°09'15"E, 6.89'

LEGEND

- FDP BOUNDARY
- PROPOSED RIGHT-OF-WAY
- PROPOSED LOT LINE
- PROPOSED EASEMENT LINE
- PROPOSED BUILDING SETBACK
- PROPOSED CENTERLINE
- PROPOSED FIRE HYDRANT
- PROPOSED STREET LIGHT
- LOT NUMBER
- BLOCK NUMBER

LINE TABLE		
LINE	BEARING	LENGTH
L1	S59°31'10"E	27.96'
L2	S77°54'12"E	43.78'
L3	N17°24'53"E	50.00'
L5	S81°07'19"W	100.00'
L6	N30°33'54"E	15.00'



FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

REDLAND PROJECT NUMBER 08001.14

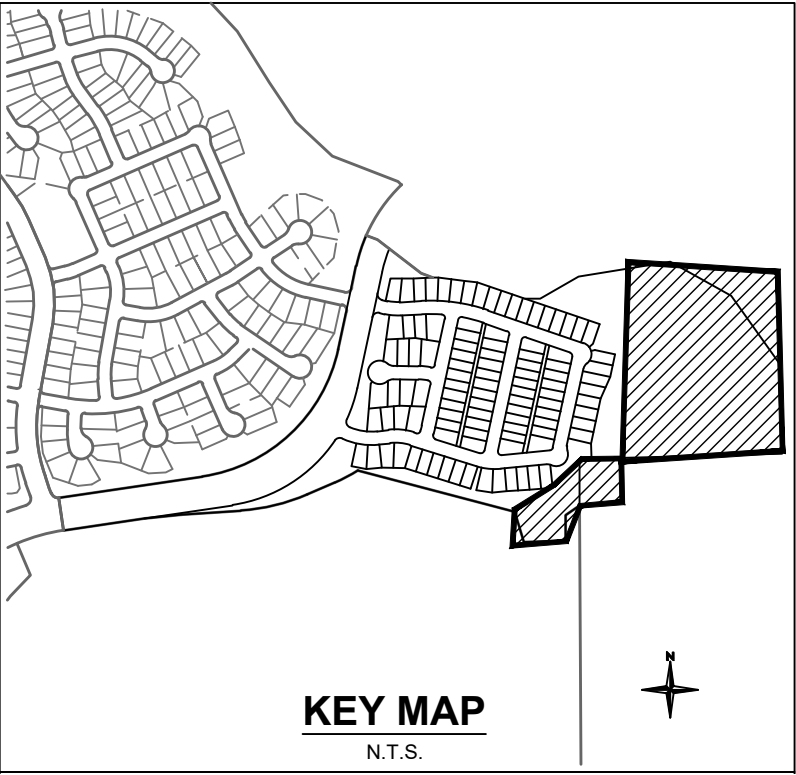
FIRESTONE
INFORMATION BLOCK

BAREFOOT LAKES

SITE PLAN

Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	
Sheet	5 of 36

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
SITE PLAN
Town of Firestone
Weld County
State of Colorado
Sheet 6 of 36



**FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3**
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

REDLAND PROJECT NUMBER 08001.14

**FIRESTONE
INFORMATION BLOCK**

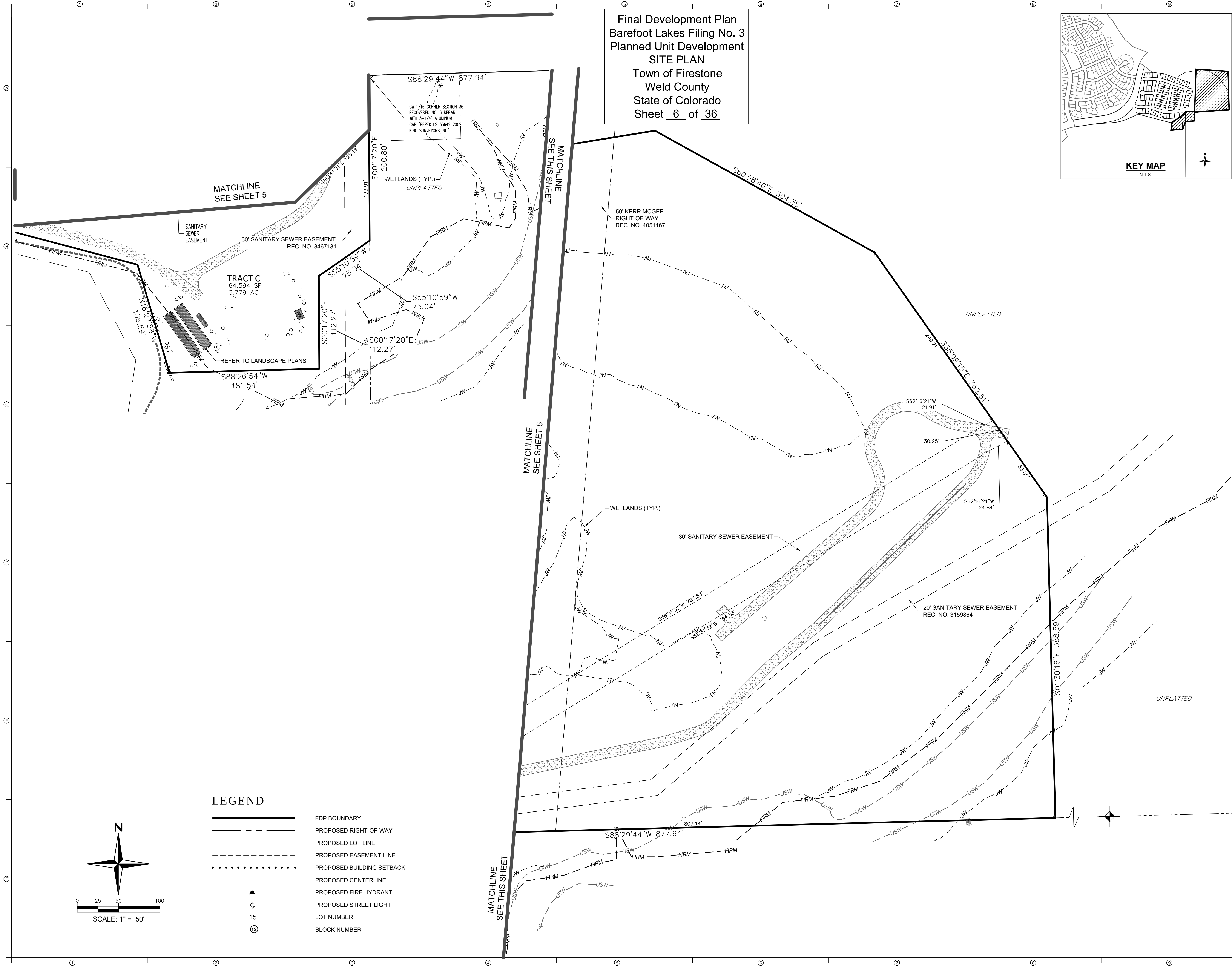
BAREFOOT LAKES

SITE PLAN

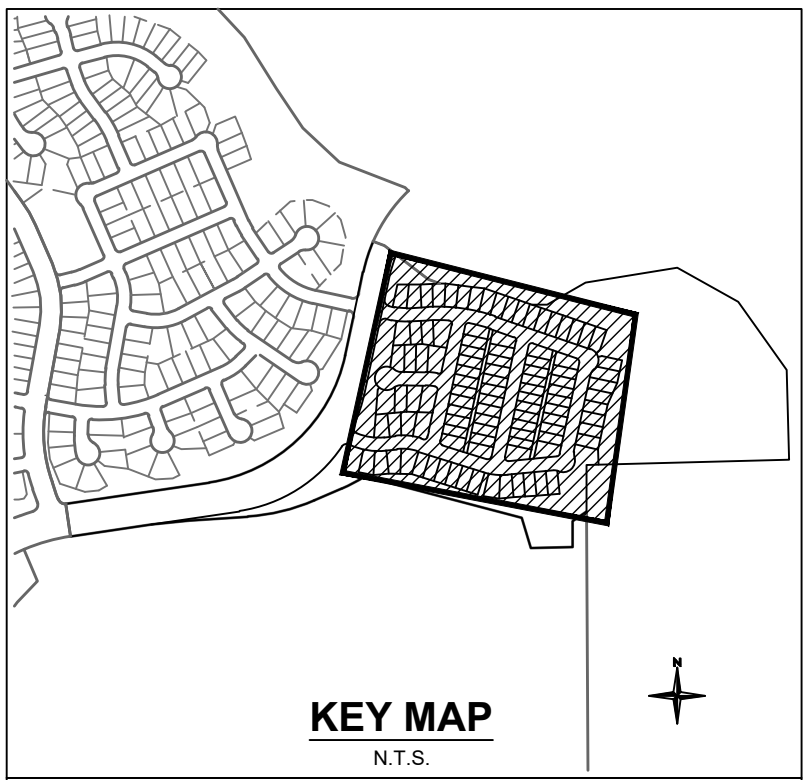
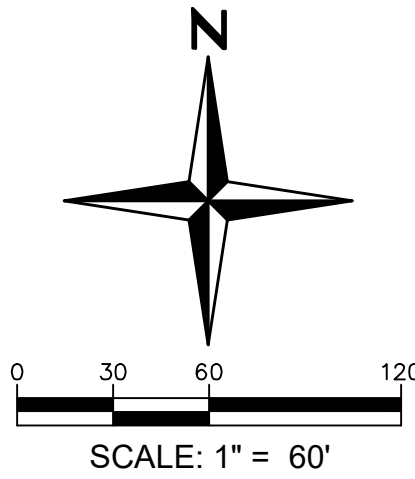
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	

Sheet 6 of 36

© COPYRIGHT DESIGNWORKSHOP, INC.



Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
ADDRESS PLAN
Town of Firestone
Weld County
State of Colorado
Sheet 7 of 36



FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

BLOCK 1 - FILING NO. 3		
LOT	ADDRESS	STREET NAME
1	5099	LAKE TERRACE LANE
2	5111	LAKE TERRACE LANE
3	5121	LAKE TERRACE LANE
4	5133	LAKE TERRACE LANE
5	5143	LAKE TERRACE LANE
6	5153	LAKE TERRACE LANE
7	5165	LAKE TERRACE LANE
8	5175	LAKE TERRACE LANE
9	5185	LAKE TERRACE LANE
10	5195	LAKE TERRACE LANE
11	5205	LAKE TERRACE LANE
12	5215	LAKE TERRACE LANE
13	5225	LAKE TERRACE LANE
14	5235	LAKE TERRACE LANE
15	5245	LAKE TERRACE LANE
16	5255	LAKE TERRACE LANE
17	5265	LAKE TERRACE LANE
18	5275	LAKE TERRACE LANE
19	5285	LAKE TERRACE LANE
20	5295	LAKE TERRACE LANE
21	5305	LAKE TERRACE LANE
22	5315	LAKE TERRACE LANE
23	5325	LAKE TERRACE LANE
24	5335	LAKE TERRACE LANE
25	5345	LAKE TERRACE LANE
26	5355	LAKE TERRACE LANE
27	5365	LAKE TERRACE LANE
28	5375	LAKE TERRACE LANE
29	5385	LAKE TERRACE LANE
30	5395	LAKE TERRACE LANE
31	5405	LAKE TERRACE LANE
32	5415	LAKE TERRACE LANE
33	5425	LAKE TERRACE LANE
34	5435	LAKE TERRACE LANE
35	5445	LAKE TERRACE LANE
36	5455	LAKE TERRACE LANE
37	5465	LAKE TERRACE LANE
38	5475	LAKE TERRACE LANE
39	5485	LAKE TERRACE LANE

BLOCK 3 - FILING NO. 3		
LOT	ADDRESS	STREET NAME
1	12618	LAKE TRAIL STREET
2	12612	LAKE TRAIL STREET
3	12606	LAKE TRAIL STREET
4	12598	LAKE TRAIL STREET
5	12590	LAKE TRAIL STREET
6	12586	LAKE TRAIL STREET
7	12578	LAKE TRAIL STREET
8	12572	LAKE TRAIL STREET
9	12564	LAKE TRAIL STREET
10	12558	LAKE TRAIL STREET
11	12550	LAKE TRAIL STREET
12	12542	LAKE TRAIL STREET
13	12538	LAKE TRAIL STREET
14	12528	LAKE TRAIL STREET
15	12519	LAKE VIEW STREET
16	12527	LAKE VIEW STREET
17	12537	LAKE VIEW STREET
18	12541	LAKE VIEW STREET
19	12547	LAKE VIEW STREET
20	12555	LAKE VIEW STREET
21	12561	LAKE VIEW STREET
22	12569	LAKE VIEW STREET
23	12575	LAKE VIEW STREET
24	12581	LAKE VIEW STREET
25	12589	LAKE VIEW STREET
26	12597	LAKE VIEW STREET
27	12603	LAKE VIEW STREET
28	12611	LAKE VIEW STREET

BLOCK 4 - FILING NO. 3		
LOT	ADDRESS	STREET NAME
1	12600	LAKE VIEW STREET
2	12592	LAKE VIEW STREET
3	12584	LAKE VIEW STREET
4	12574	LAKE VIEW STREET
5	12570	LAKE VIEW STREET
6	12562	LAKE VIEW STREET
7	12554	LAKE VIEW STREET
8	12544	LAKE VIEW STREET
9	12540	LAKE VIEW STREET
10	12532	LAKE VIEW STREET
11	12524	LAKE VIEW STREET
12	12516	LAKE VIEW STREET
13	12517	LAKE TERRACE LANE
14	12525	LAKE TERRACE LANE
15	12533	LAKE TERRACE LANE
16	12539	LAKE TERRACE LANE
17	12545	LAKE TERRACE LANE
18	12553	LAKE TERRACE LANE
19	12559	LAKE TERRACE LANE
20	12565	LAKE TERRACE LANE
21	12571	LAKE TERRACE LANE
22	12577	LAKE TERRACE LANE
23	12585	LAKE TERRACE LANE
24	12591	LAKE TERRACE LANE

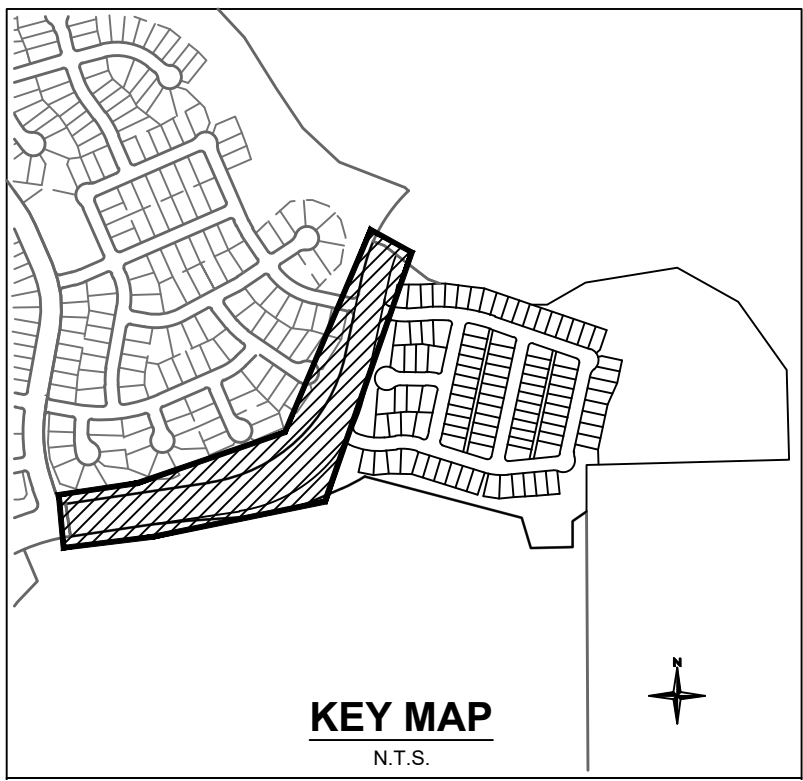
BLOCK 2 - FILING NO. 3		
LOT	ADDRESS	STREET NAME
1	5098	LAKE TERRACE LANE
2	5110	LAKE TERRACE LANE
3	5120	LAKE TERRACE LANE
4	5130	LAKE TERRACE LANE
5	5093	LAKE TRAIL COURT
6	5105	LAKE TRAIL COURT
7	5117	LAKE TRAIL COURT
8	5127	LAKE TRAIL COURT
9	5086	LAKE TRAIL COURT
10	5096	LAKE TRAIL COURT
11	5108	LAKE TRAIL COURT
12	5118	LAKE TRAIL COURT
13	5079	LAKE TERRACE LANE
14	5091	LAKE TERRACE LANE
15	5103	LAKE TERRACE LANE
16	5115	LAKE TERRACE LANE

TRACT USE SUMMARY TABLE					
TRACT	AREA (S.F. ±)	AREA (A.C. ±)	USE	OWNER	MAINTAINED BY
A	17,509	0.402	PA, DRAINAGE	SVLMD	SVLMD
B	29,057	0.667	PA, DRAINAGE	SVLMD	SVLMD
C	164,594	3,779	PA, DRAINAGE	SVLMD	SVLMD
D	597,927	13.727	OPEN SPACE, DRAINAGE	SVLMD	SVLMD
E	8,724	0.200	ACCESS, ALLEY	SVLMD	SVLMD
F	7,656	0.176	ACCESS, ALLEY	SVLMD	SVLMD
TOTAL	825,467	18.951			

SVLMD = ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
PA = PEDESTRIAN ACCESS

- LEGEND**
- EXISTING PROPERTY LINE
 - EXISTING R.O.W.
 - EXISTING LOT LINE
 - EXISTING EASEMENT
 - PROPOSED FILING 3 BOUNDARY
 - PROPOSED PROPERTY LINE
 - PROPOSED R.O.W.
 - PROPOSED LOT LINE
 - LOT NUMBER
 - BLOCK NUMBER
 - ADDRESS NUMBER
 - CORNER LOT ORIENTATION

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
TRACT, UTILITY AND PHASING PLAN
Town of Firestone
Weld County
State of Colorado
Sheet 8 of 36



0 25 50 100
SCALE: 1" = 50'

NOTE: PLEASE REFER TO THE BAREFOOT LAKES FILING NO. 3 FINAL CONSTRUCTION PLANS FOR DETAILED PHASING INFORMATION.



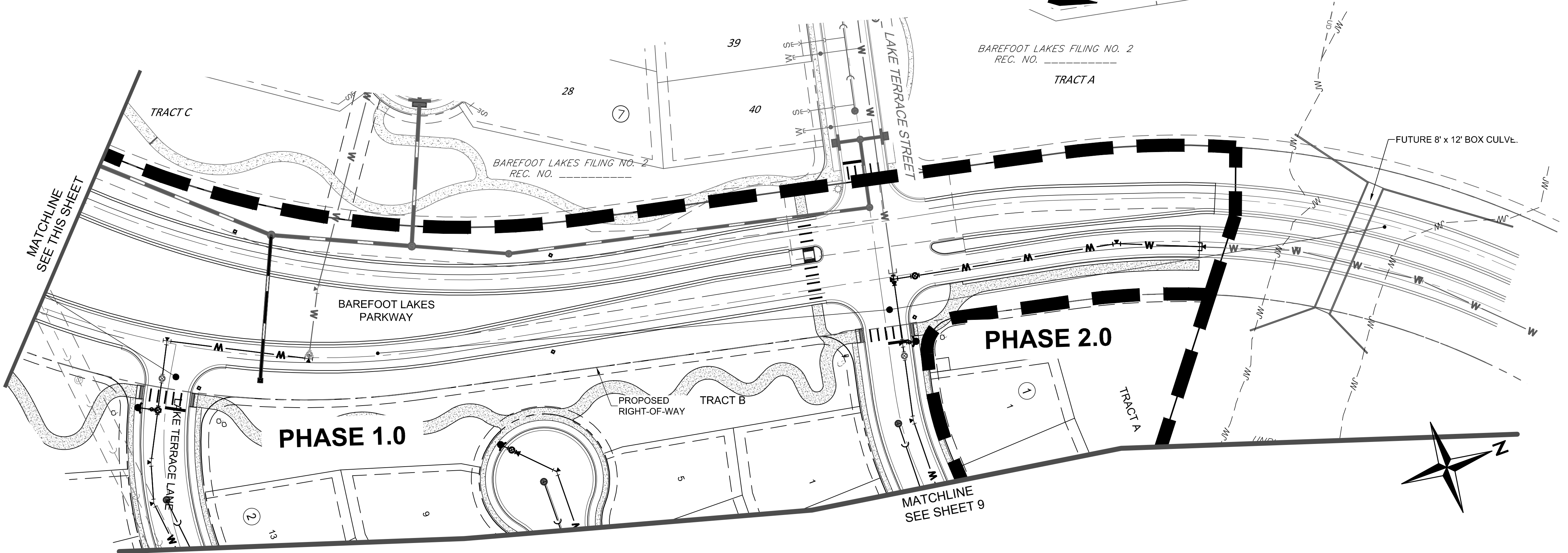
FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

EXISTING LEGEND

- EXISTING PROPERTY LINE
- EXISTING R.O.W.
- EXISTING LOT LINE
- EXISTING EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- EDGE OF PAVEMENT
- CURB AND GUTTER
- CONCRETE
- FENCE
- RETAINING WALL
- EXISTING WATERLINE
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING ELECTRIC LINE
- EXISTING GAS LINE
- EXISTING TELEPHONE LINE
- EXISTING FIBER LINE
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR

PROPOSED LEGEND

- PROPOSED PROPERTY LINE
- PROPOSED R.O.W.
- PROPOSED LOT LINE
- PROPOSED SETBACK
- PROPOSED EASEMENT
- PROPOSED ROAD CENTERLINE
- PROPOSED CURB AND GUTTER
- PROPOSED SIDEWALK
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED TRENCH DRAIN
- PROPOSED WATER LINE
- PROPOSED IRRIGATION LINE
- PROPOSED NONPOTABLE LINE
- PROPOSED RAW WATER LINE
- PROPOSED MANHOLE
- PROPOSED INLET
- PROPOSED FLARED END SECTION
- PROPOSED WATER BEND
- PROPOSED WATER CROSS
- PROPOSED WATER TEE
- PROPOSED WATER REDUCER
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED PLUG/CAP



REDLAND PROJECT NUMBER 08001.14

FIRESTONE
INFORMATION BLOCK

BAREFOOT LAKES

TRACT, UTILITY,
AND PHASING
PLAN

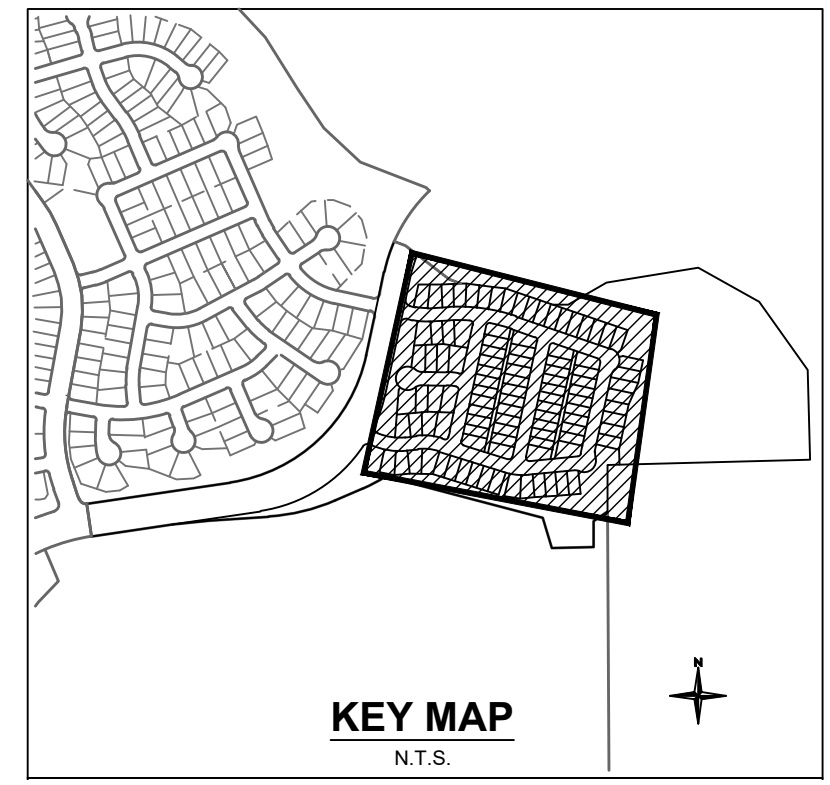
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	

Sheet 8 of 36

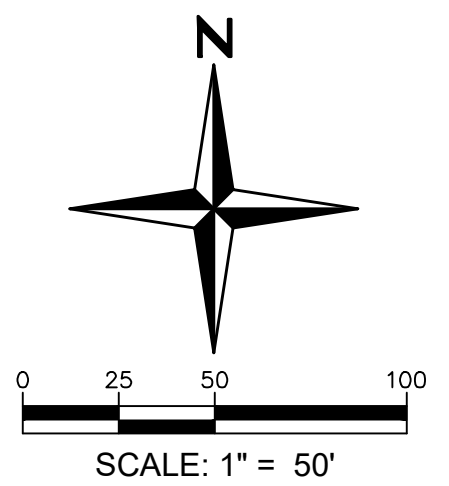
© COPYRIGHT DESIGNWORKSHOP, INC.

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
TRACT, UTILITY AND PHASING PLAN
Town of Firestone
Weld County
State of Colorado
Sheet 9 of 36

- EXISTING LEGEND**
- EXISTING PROPERTY LINE
 - EXISTING R.O.W.
 - EXISTING LOT LINE
 - EXISTING EASEMENT
 - SECTION LINE
 - ROAD CENTERLINE
 - EDGE OF PAVEMENT
 - CURB AND GUTTER
 - CONCRETE
 - FENCE
 - RETAINING WALL
 - EXISTING WATERLINE
 - EXISTING SANITARY SEWER
 - EXISTING STORM SEWER
 - EXISTING ELECTRIC LINE
 - EXISTING GAS LINE
 - EXISTING TELEPHONE LINE
 - EXISTING FIBER LINE
 - EXISTING CONTOUR MAJOR
 - EXISTING CONTOUR MINOR

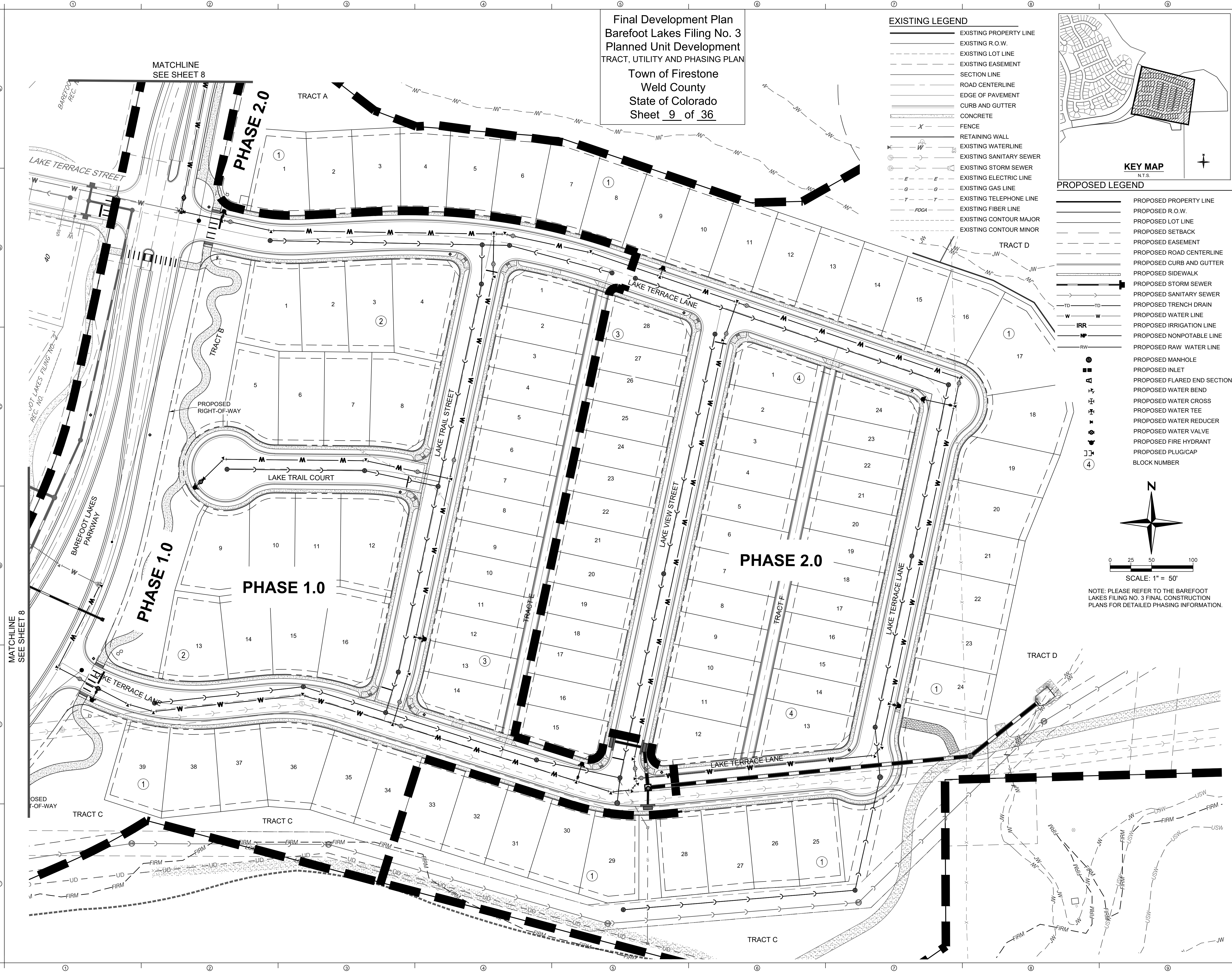


- PROPOSED LEGEND**
- PROPOSED PROPERTY LINE
 - PROPOSED R.O.W.
 - PROPOSED LOT LINE
 - PROPOSED SETBACK
 - PROPOSED EASEMENT
 - PROPOSED ROAD CENTERLINE
 - PROPOSED CURB AND GUTTER
 - PROPOSED SIDEWALK
 - PROPOSED STORM SEWER
 - PROPOSED SANITARY SEWER
 - PROPOSED TRENCH DRAIN
 - PROPOSED WATER LINE
 - PROPOSED IRRIGATION LINE
 - PROPOSED NONPOTABLE LINE
 - PROPOSED RAW WATER LINE
 - PROPOSED MANHOLE
 - PROPOSED INLET
 - PROPOSED FLARED END SECTION
 - PROPOSED WATER BEND
 - PROPOSED WATER CROSS
 - PROPOSED WATER TEE
 - PROPOSED WATER REDUCER
 - PROPOSED WATER VALVE
 - PROPOSED FIRE HYDRANT
 - PROPOSED PLUG/CAP
 - BLOCK NUMBER



**FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3**
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

REDLAND PROJECT NUMBER 08001.14	
FIRESTONE INFORMATION BLOCK	
BAREFOOT LAKES	
TRACT, UTILITY, AND PHASING PLAN	
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	
Sheet 9 of 36	



Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
LANDSCAPE PHASING
Town of Firestone
Weld County
State of Colorado
Sheet 10 of 36

DESIGNWORKSHOP
Landscape Architecture • Land Planning
Urban Design • Tourism Planning
*Asheville • Aspen • Austin • Denver
Salt Lake City • Lake Tahoe*

1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260

WWW.DESIGNWORKSHOP.COM

**FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3**
**TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO**

DW PROJECT NUMBER: 5311

**FIRESTONE
INFORMATION BLOCK**

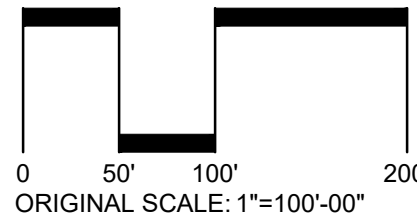
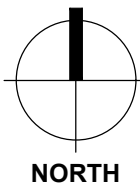
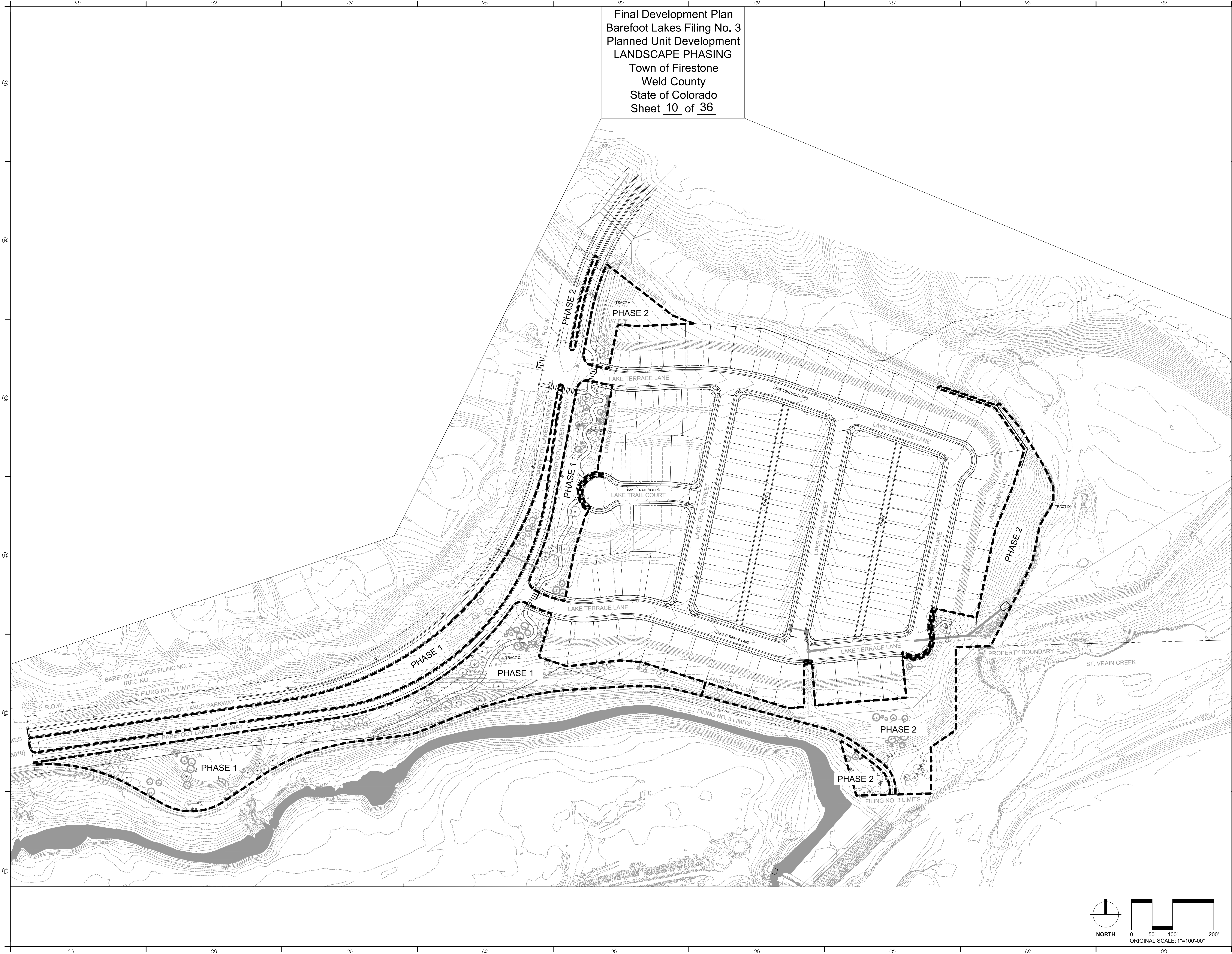
BAREFOOT LAKES

**LANDSCAPE
PHASING**

Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	N/A
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	

Sheet 10 of 36

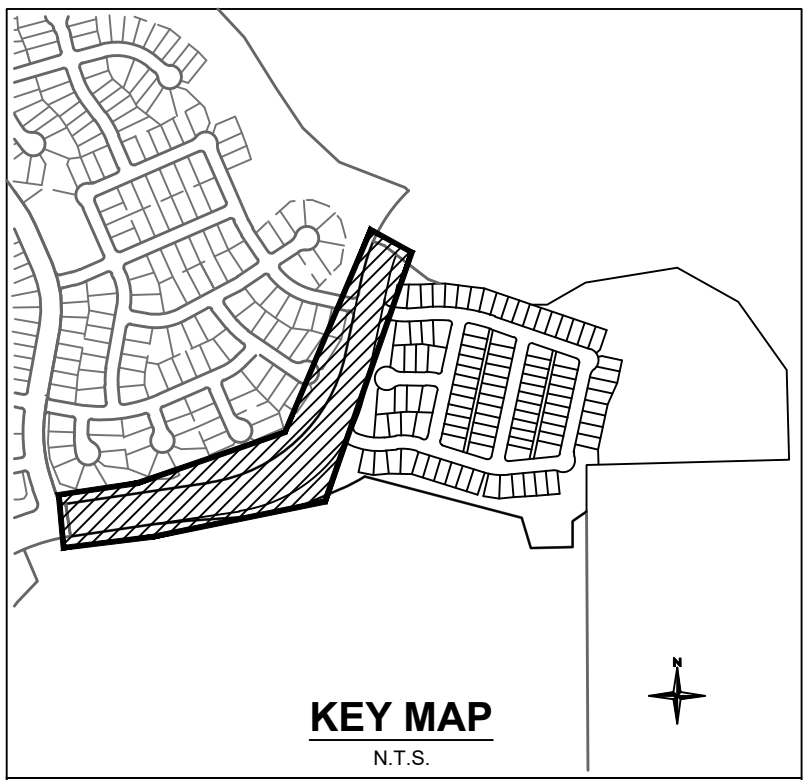
© COPYRIGHT DESIGNWORKSHOP, INC.



Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
Grading and Drainage Plan
Town of Firestone
Weld County
State of Colorado
Sheet 11 of 36

PROPOSED LEGEND

- PROPOSED PROPERTY LINE
- PROPOSED R.O.W.
- PROPOSED LOT LINE
- PROPOSED SETBACK
- PROPOSED EASEMENT
- PROPOSED ROAD CENTERLINE
- PROPOSED CURB AND GUTTER (CATCH)
- PROPOSED SIDEWALK
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED TRENCH DRAIN
- PROPOSED MANHOLE w/ DIA. (FT.)
- PROPOSED INLET
- PROPOSED FLARED END SECTION
- PROPOSED RETAINING WALL
- PROPOSED CONTOUR MAJOR
- PROPOSED CONTOUR MINOR



KEY MAP

N.T.S.

0 25 50 100
SCALE: 1" = 50'

EXISTING LEGEND

- EXISTING PROPERTY LINE
- EXISTING R.O.W.
- EXISTING LOT LINE
- EXISTING EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- EDGE OF PAVEMENT
- CURB AND GUTTER
- CONCRETE
- FENCE
- RETAINING WALL
- EXISTING WATERLINE
- EXISTING RAW WATERLINE
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING ELECTRIC LINE
- EXISTING GAS LINE
- EXISTING TELEPHONE LINE
- EXISTING FIBER LINE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING CABLE TELEVISION
- EXISTING IRRIGATION LINE
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR
- EXISTING WETLAND LIMITS



FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

REDLAND PROJECT NUMBER 08001.14

FIRESTONE
INFORMATION BLOCK

BAREFOOT LAKES

GRADING AND
DRAINAGE PLAN

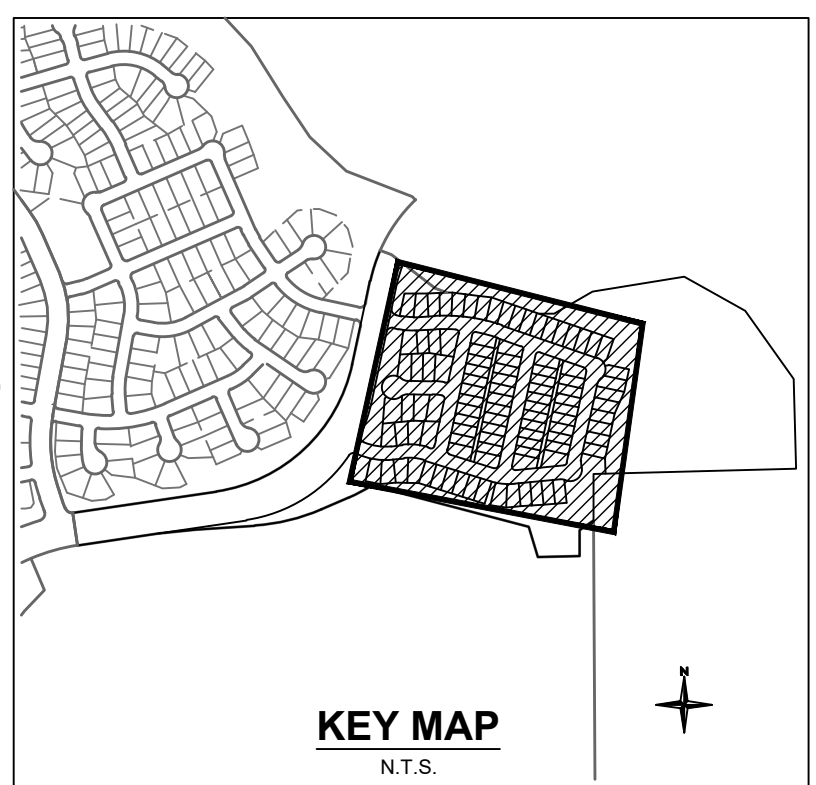
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	
Sheet	11 of 36

© COPYRIGHT DESIGNWORKSHOP, INC.

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
Grading and Drainage Plan
Town of Firestone
Weld County
State of Colorado
Sheet 12 of 36

PROPOSED LEGEND

- PROPOSED PROPERTY LINE
- PROPOSED R.O.W.
- PROPOSED LOT LINE
- PROPOSED SETBACK
- PROPOSED EASEMENT
- PROPOSED ROAD CENTERLINE
- PROPOSED CURB AND GUTTER (CATCH)
- PROPOSED SIDEWALK
- PROPOSED STORM SEWER
- PROPOSED MANHOLE w/ DIA. (FT.)
- PROPOSED INLET
- PROPOSED FLARED END SECTION
- PROPOSED RETAINING WALL
- PROPOSED CONTOUR MAJOR
- PROPOSED CONTOUR MINOR



PROPOSED WALL
PLAN VIEW CALL OUT DETAILS

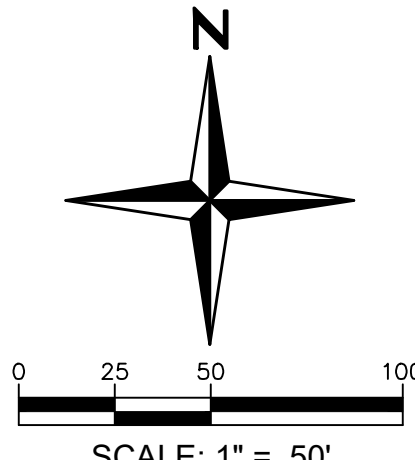
POND 104

10 YR WSEL:	4827.1
10 YR RELEASE:	142 cfs
100 YR WSEL:	4832.7
100 YR RELEASE:	615 cfs
PIPES:	203 cfs
WEIR:	412 cfs

RETAINING WALLS

EXISTING LEGEND

- EXISTING PROPERTY LINE
- EXISTING R.O.W.
- EXISTING LOT LINE
- EXISTING EASEMENT
- SECTION LINE
- ROAD CENTERLINE
- EDGE OF PAVEMENT
- CURB AND GUTTER
- CONCRETE
- EXISTING WATERLINE
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR
- EXISTING WETLAND LIMITS
- EXISTING LOT TYPES



POND 105

10 YR WSEL:	4820.2
10 YR RELEASE:	236 cfs
100 YR WSEL:	4820.3
100 YR RELEASE:	276 cfs
WSEL RANGE:	4819.1 - 4820.3



FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

REDLAND PROJECT NUMBER 08001.14

FIRESTONE
INFORMATION BLOCK

BAREFOOT LAKES

GRADING AND
DRAINAGE PLAN

Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	

Sheet 12 of 36

Dec 21, 2017 - 3:42pm
F:\PROJECTS_AL\0311-Barefoot Lakes Site Design\DW-CAD\02_Sheet\Filing 3 FDP\AL-0311-FDP04_Landscape.dwg

Barefoot Lakes Filing 3 Landscape Design Standards

General Standards

Landscape design standards will conform to Town regulations and municipal code as they may be amended from time to time. Firestone's rules and regulations for landscaping shall be in full force and effect unless specifically superseded by more stringent criteria herein.

The general residential landscapes at Barefoot Lakes should reflect the front range plains landscape by making use of drought-tolerant, native and adaptive plants that thrive in this semi-arid climate. The community's open space areas use large masses of native and adaptive species with special plantings of wildflowers, shrubs, and trees to highlight views, to frame recreation and walking opportunities, and to provide seasonal color and interest. Barefoot Lakes should have a visual continuity from residence to tracts to the surrounding open space landscape. The following shall guide individual landscapes so that the overall community can achieve this goal:

1. **Stewardship** - The conservation of water and use of native or adaptive plants is important for stewardship of resources and support of habitat for birds, bees, butterflies, and wildlife.

2. **Visual Unity** - The landscape should transition seamlessly between lots, between lots and streetscape, and between lots and open space. Residential and commercial landscape improvements can achieve this transition with the following techniques: using complementary materials, developing complementary plant palettes and planting arrangements, and/or using a continuum with more formal plantings near residences transitioning to less formal, more prairie-style planting design to blend into open spaces.

3. **Support of Wellness** - Trees and ornamental plantings provide shade, habitat, and visual interest. These in turn support human comfort and encourage wellness activities like walking and recreating in nature. Appropriate amounts of native and/or adaptive plantings of grasses, perennials, shrubs, and trees are incorporated, as shown in the landscape plan on Sheets 14 through 18.

4. **Site Awareness** - The proposed landscape improvements will be sited to take advantage of existing views and microclimatic conditions while respecting existing terrain, vegetation, view corridors, and adjacent land uses.

Guiding Principals

1. The edges of landscapes between lots and/or tracts shall be seamless, in that the edge of one landscaped space shall blend into the beginning of another to avoid abrupt changes in plant materials and hardscapes.

2. Quality of plant material:

2.1. Artificial turf is prohibited on private residential lots.

2.2. All plant material shall comply with recommendations of American Standard for Nursery Stock (ANSI Z60.1), and with the most current version of the Colorado Nursery Act. At least half of the material must meet the American Associate of Nurseryman (AAN) for number 1 grade, and all plant material must meet or exceed number 1.5 grade.

3. Front & Rear Yard Landscape Planting:

a. Shrubs and ground cover plantings shall comprise no less than twenty percent of the landscaped area of the front yard. Xeric alternatives with no sod can be proposed as an alternative in all instances in front and rear yards. In such cases no more than forty percent of front yard may be inorganic (mulch, rock, sand, etc.).

b. Areas of inorganic mulch in front yard must have one plant for every nine square feet, or a carpet of an acceptable alternative (fescue or feather reed grass, etc.)
- Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
LANDSCAPE STANDARDS
Town of Firestone
Weld County
State of Colorado
Sheet 13 of 36
4. Fence Planting (Corner Lots & Alleys)
- a. Shrubs and ground cover plantings shall comprise no less than twenty percent of the landscaped area of the fence planting on corner lot yards.

b. In alleys, Lane Planting Areas (2 foot minimum zone between alley and rear yard fence and/or property boundary) must be landscaped. Shrubs and ground cover plantings shall comprise no less than twenty percent of the Lane Planting Areas whether or not a fence is installed. Lane planting zones must utilize shrubs and perennials that do not exceed 3 to 4 feet in height and are tolerant of salt and snow loads. Lane Planting Areas may not be paved, but may be stone cobble, crusher fines, or approved equal. Turf is not recommended. Do not violate clearance requirements at electrical equipment.
5. Median Lawns - Where used, turf grass in medians shall have the following characteristics:
- a. Attractive appearance that blends in well with the native vegetation in the open spaces of the development

b. Drought tolerance

c. Low maintenance

d. A commercial blend that is tolerant of reduced irrigation and poorer soils, that will result in an attractive turf, require little maintenance and provide excellent erosion control and cover. A suggested mix would include Hard fescue (*Festuca trachyphylla*), Sheep fescue (*Festuca ovina*), Chewings fescue (*Festuca rubra commutata*) and Creeping red fescue (*Festuca rubra, rubra*). This mix is low in stature and needs very little mowing, especially after mid-summer. It has a very strong and extensive root system, controls erosion, resists damage from light to moderate equipment traffic, and resists weed invasion when established.
6. Open Space Landscape Native Grass
- a. The Upland Seed Mix is the overall native grass matrix used predominately in the open spaces and tract landscapes. Grasses included in this mix are: Western Wheatgrass, Blue grama (*Bouteloua gracilis*), Sideoats grama, Vaughn (*Bouteloua curtipendula*), Green Needlegrass (*Nassella viridula*), Buffalograss (*Bouteloua dactyloides*), ThickSpike Wheatgrass (*Elymus lanceolatus* ssp. *Lanceolatus*), Switchgrass (*Panicum virgatum*), and Regreen™ (*Triticum aestivum* x *Elytrigia elongate*).

b. Within 8 to 10 feet of roadways and trails/paths, The Upland Shortgrass Mix will be used to provide appropriate visibility and minimal mowing requirements. Grasses included in this mix are: Blue grama (*Bouteloua gracilis*), Sheep fescue (*Festuca ovina*), Buffalo grass (*Buchloe dactyloides*), and Regreen™ (*Triticum aestivum* x *Elytrigia elongate*).
2. Irrigation
- a. The use of drip irrigation for shrub and perennial areas is recommended.

b. Permanent irrigation will be installed in open space tracts for growing in seeded areas, and for periods of extended drought.
8. Fencing
- a. Refer to fence series (sheets 25 through 28) for approved fence details and Fence Standards.
9. Front Yard Tree Planting/Tree Lawn Planting
- a. A minimum of one 2-inch caliper tree in a tree lawn is required per dwelling. In those areas where driveway and/or utility easements prevent placement in the tree lawn, trees shall be placed in the front yard no more than 12 feet from back of sidewalk.

b. On corner lots, the yard on all street frontages must meet minimum standards for front yards.

c. The tree lawn shall be installed by the home builder and shall be maintained by homeowner.
- PROTOTYPICAL RESIDENTIAL LANDSCAPES
-
-
- DESIGNWORKSHOP
- Landscape Architecture • Land Planning
Urban Design • Tourism Planning
Asheville • Aspen • Austin • Denver
Salt Lake City • Lake Tahoe
- 1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260
- WWW.DESIGNWORKSHOP.COM
- FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO
- DW PROJECT NUMBER: 5311
- FIRESTONE
INFORMATION BLOCK
- BAREFOOT LAKES
- LANDSCAPE
STANDARDS
- | | |
|------------------------------|-----------------------------|
| Name of application: | Barefoot Lakes Filing No. 3 |
| Type of Submittal: | FDP |
| Filing #: | 3 |
| Phase #: | N/A |
| First Submittal: | 7.28.2017 |
| Revision 1: | 12.20.2017 |
| Revision 2: | |
| Revision 3: | |
| Sheet <u>13</u> of <u>36</u> | |
- ©COPYRIGHT DESIGNWORKSHOP, INC.

MASTER PLANT SCHEDULE

Abbreviation/ Groupings	Scientific Name	Common Name	Size	Spacing	Detail	Quantity
Trees						
ANE-2	<i>Acer negundo</i>	Boxelder	2" CAL.		9.1	23
ANE-3	<i>Acer negundo</i>	Boxelder	3" CAL.		9.1	20
CAT-2	<i>Catalpa speciosa</i>	Catalpa	2" CAL.		9.1	10
CAT-3	<i>Catalpa speciosa</i>	Catalpa	3" CAL.		9.1	4
CCG	<i>Crataegus crus-galli inermis</i>	Thornless Cockspur Hawthorn	2" CAL.		9.1	23
JUN-6	<i>Juniperus scopulorum</i> 'Wichita Blue'	Wichita Blue Juniper	6' HT.		9.3	46
PNI-8	<i>Pinus nigra</i>	Austrian Pine	8' HT.		9.3	15
PNI-7	<i>Pinus nigra</i>	Austrian Pine	7' HT.		9.3	14
PPA-3	<i>Populus x acuminata</i>	Lanceleaf Cottonwood	3" CAL.		9.1	5
PPN-2	<i>Populus angustifolia</i>	Narrowleaf Cottonwood	2" CAL.		9.1	7
PPN-3	<i>Populus angustifolia</i>	Narrowleaf Cottonwood	3" CAL.		9.1	1
QUB-2	<i>Quercus bicolor</i>	Swamp White Oak	2" CAL.		9.1	3
QUM-2	<i>Quercus macrocarpa</i>	Bur Oak	2" CAL.		9.1	1
QUM-3	<i>Quercus macrocarpa</i>	Bur Oak	3" CAL.		9.1	1

Shrubs						
DSM-1 OR DSM-2	<i>Chrysothamnus nauseosus</i>	Rubber Rabbit Brush	1 Gal	5' min	9.4	
DSM-1 OR DSM-2	<i>Chrysothamnus nauseosus</i>	Rubber Rabbit Brush	5 Gal	5' min	9.4	
DSM-1 OR DSM-2	<i>Atriplex canescens</i>	Four Wing Salt Bush	1 Gal	5' min	9.4	
DSM-1 OR DSM-2	<i>Atriplex canescens</i>	Four Wing Salt Bush	5 Gal	5' min	9.4	
DSM-1 OR DSM-2	<i>Pyscarrpus monogynus</i>	Moutain Ninebark	3 Gal	5' min	9.4	
DSM-1 OR DSM-2	<i>Rhus trilobata</i>	Three Leaf Sumac	5 gal	4' o.c.	9.4	
DSM-1 OR DSM-2	<i>Rhus trilobata</i>	Three Leaf Sumac	3 Gal	4' o.c.	9.4	
DSM-1 OR DSM-2	<i>Yucca sp.</i>	Yucca	1 Gal	5' min	9.4	
RAL	<i>Rhus aromatica</i> 'Gro-Low'	Gro-Low Fragrant Sumac	5 Gal	4' o.c.	9.4	3

Grasses (Ornamental)						
CKF	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	Feather Reed Grass	1 Gal	4' o.c.	9.7	

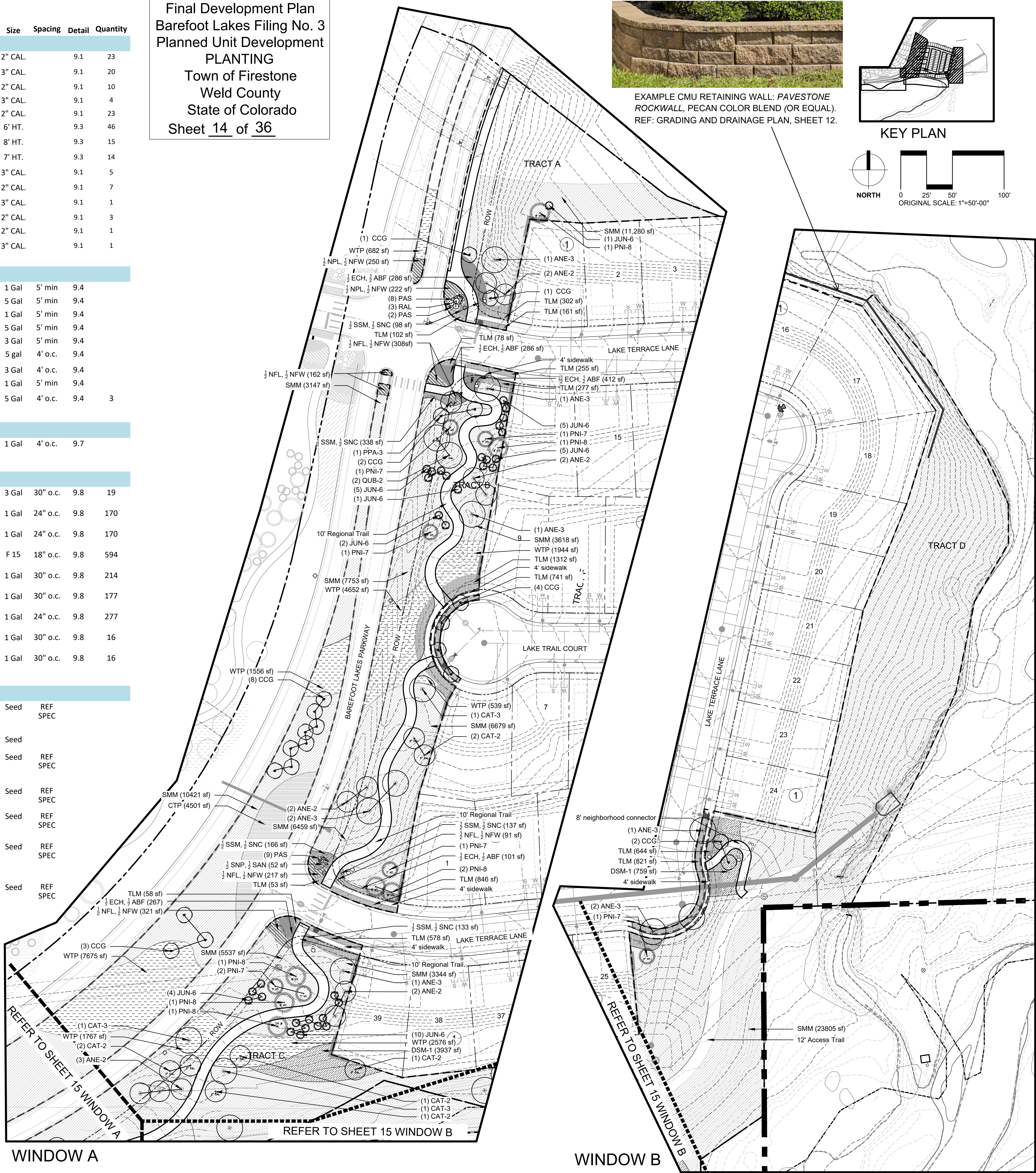
Perennials						
PAS	<i>Perovskia atriplicifolia</i>	Russian Sage	3 Gal	30" o.c.	9.8	19
SNC	<i>Salvia nemorosa</i> 'Caradonna'	Cardonna Salvia	1 Gal	24" o.c.	9.8	170
SSM	<i>Salvia sylvestris</i> x 'Mainact'	May Night Salvia	1 Gal	24" o.c.	9.8	170
NPL	<i>Nepeta</i> 'Psfike'	Little Trudy Catmint	F 15	18" o.c.	9.8	594
NFW	<i>Nepeta faassennii</i> 'Walker's Low'	Walker's Low Catmint	1 Gal	30" o.c.	9.8	214
ECH	<i>Echinacea purpurea</i>	Eastern Purple Coneflower	1 Gal	30" o.c.	9.8	177
ABF	<i>Agastache Blue Fortune</i>	Blue Fortune Hybrid Hyssop	1 Gal	24" o.c.	9.8	277
SNP	<i>Symphyotrichum novae-angliae</i> 'Purple Dome'	Purple Dome Aster	1 Gal	30" o.c.	9.8	16
SAN	<i>Salvia nemorosa</i>	Sensation Rose	1 Gal	30" o.c.	9.8	16

Seed Mixes						
SMM	(Shortgrass Meadow Mix)	Weastern Wheat Grass, Blue Gramma, Sideoats Gramma, Green needlegrass, Buffalo Grass, ThickSpike Wheat Grass, Switchgrass	Seed	REF SPEC		
SMM at DSM 1 and 2	(Shortgrass Meadow Mix matrix for DSM areas)	Same	Seed			
WGM	(Wet Grass Meadow Mix)	Marsh Blazing Star, Sideoats Gramma, Colorado Rush, Inland Rush, Leaft Tussock Sedge, Switchgrass, Bronze Sedge, Narrow Fruit Sedge	Seed	REF SPEC		
TLM	(Tree Lawn Mix)	Kentucky Bluegrass, Perennial Ryegrass, Creeping Red Fescue	Seed	REF SPEC		
LLM	(Landscape Lawn Mix)	Hard Fescue, Sheep Fescue, Chewing Fescue, Creeping Red Fescue	Seed	REF SPEC		
WTP	(Warm Tone Perennials Mix)	Yellow Yarrow, Black-Eyed Susan, Gilardia (Blanket Flower), Sulphur Flower, Scarlet Gilia, Orange Poppie, Short Meadow Grass Mix	Seed	REF SPEC		
CTP	(Cool Tone Perennials Mix)	White Yarrow, Blue Flax, Globe Gilia, Penstemon fruticosus, Colorado Tansy Aster, Fireweed, Short Meadow Grass Mix	Seed	REF SPEC		

SITE KEYNOTES:

9.0	PLANTING AND LANDSCAPE	DETAIL / SHEET	RELATED DETAIL(S)
9.1	Deciduous Tree Planting	1, 2 / 16	
9.2	Deciduous Multi-Trunk Tree Planting	3, 4 / 16	
9.3	Evergreen Tree Planting	1, 2 / 17	
9.4	Shrub Planting	5, 6 / 16	
9.5	Dry Shrub Mix Modules	3 / 17	
9.6	Wet Shrub Mix Modules	4 / 17	
9.7	Clump Grass Planting	3 / 18	
9.8	Perennial Planting	5 / 18	1, 6 / 18
9.9	Groundcover Planting	2 / 18	1, 6 / 18
9.10	Lawn	4 / 18	6 / 18
9.11	Landscape Edging	6 / 18	2, 4, 5 / 18
9.12	Mulch		1-6 / 26; 1, 2 / 27; 2, 3, 5, 6 / 18
9.13	Landscape Boulder	7 / 18	

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
PLANTING
Town of Firestone
Weld County
State of Colorado
Sheet 14 of 36



Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
PLANTING
Town of Firestone
Weld County
State of Colorado
Sheet 15 of 36

DESIGNWORKSHOP

Landscape Architecture • Land Planning
Urban Design • Tourism Planning
Asheville • Aspen • Austin • Denver
Salt Lake City • Lake Tahoe

1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260

WWW.DESIGNWORKSHOP.COM

FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

DW PROJECT NUMBER: 5311

FIRESTONE
INFORMATION BLOCK

BAREFOOT LAKES

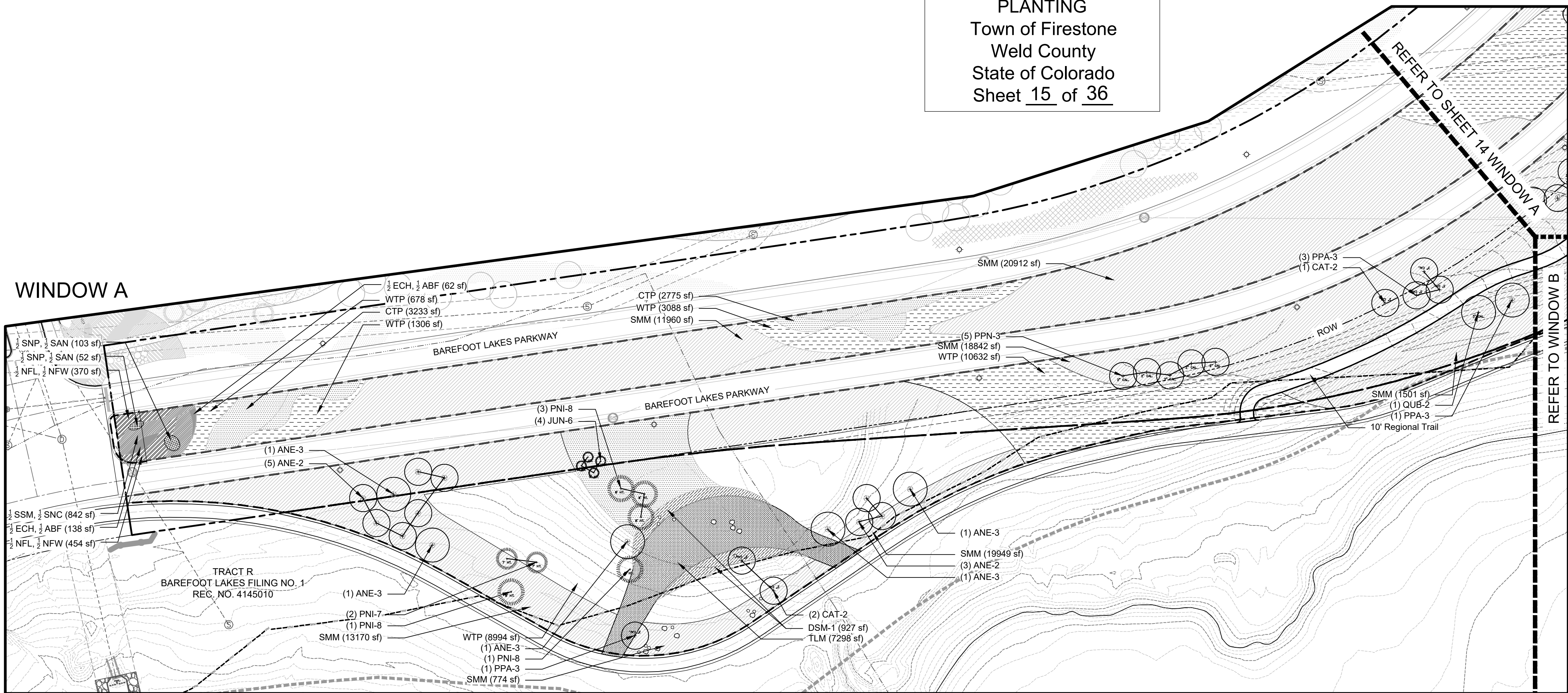
PLANTING

Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	N/A
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	

Sheet 15 of 36

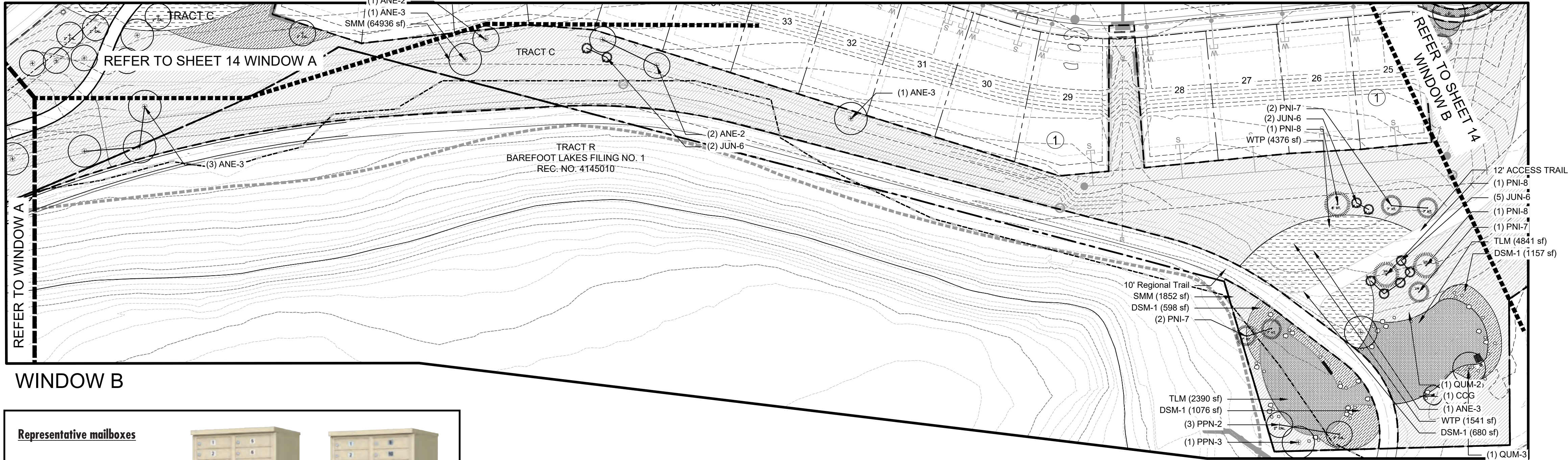
© COPYRIGHT DESIGNWORKSHOP, INC.

WINDOW A



REFER TO SHEET 14 WINDOW A

WINDOW B



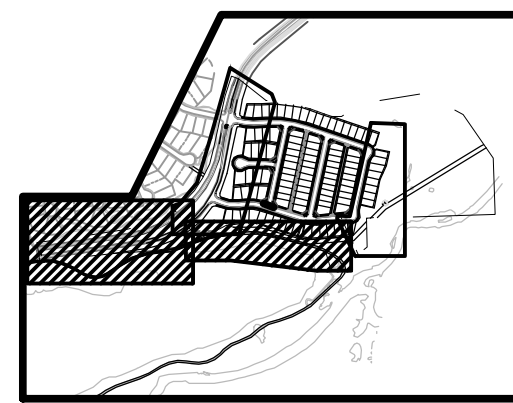
Representative mailboxes



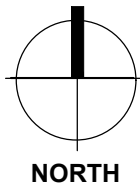
Dark Bronze Color



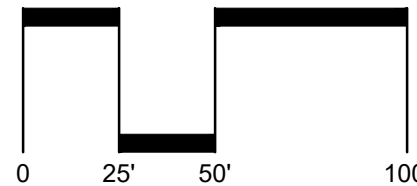
Mailboxes will be "Vital" cluster box units by Florence Manufacturing Company to match those existing in Filing No. 1. Tops are flat, and bodies are square, free of ornamentation. Concrete pads will span from curb to sidewalk in the tree lawn, two feet wider than the mailbox limits, and will be installed per the manufacturer's specifications.



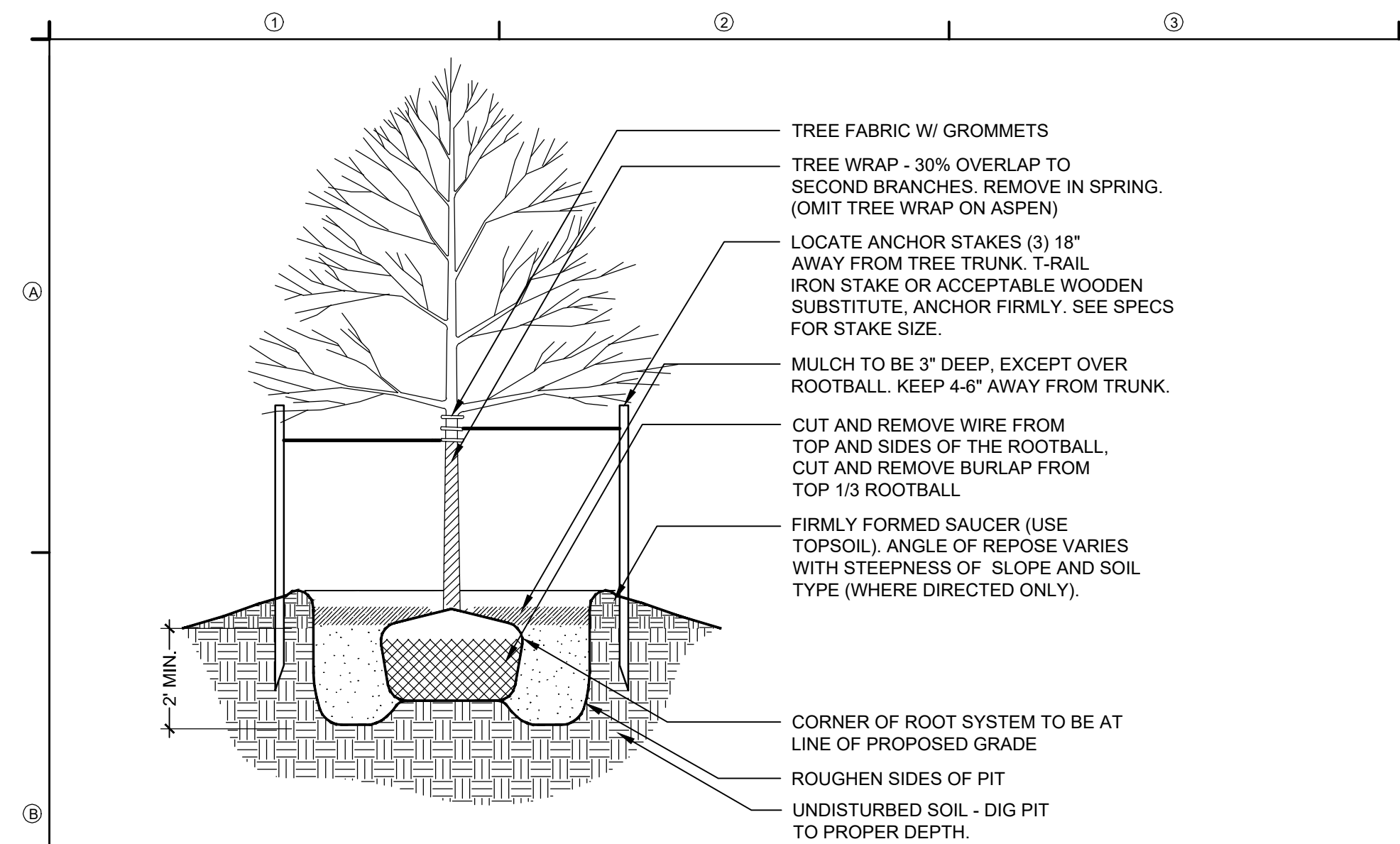
KEY PLAN



NORTH



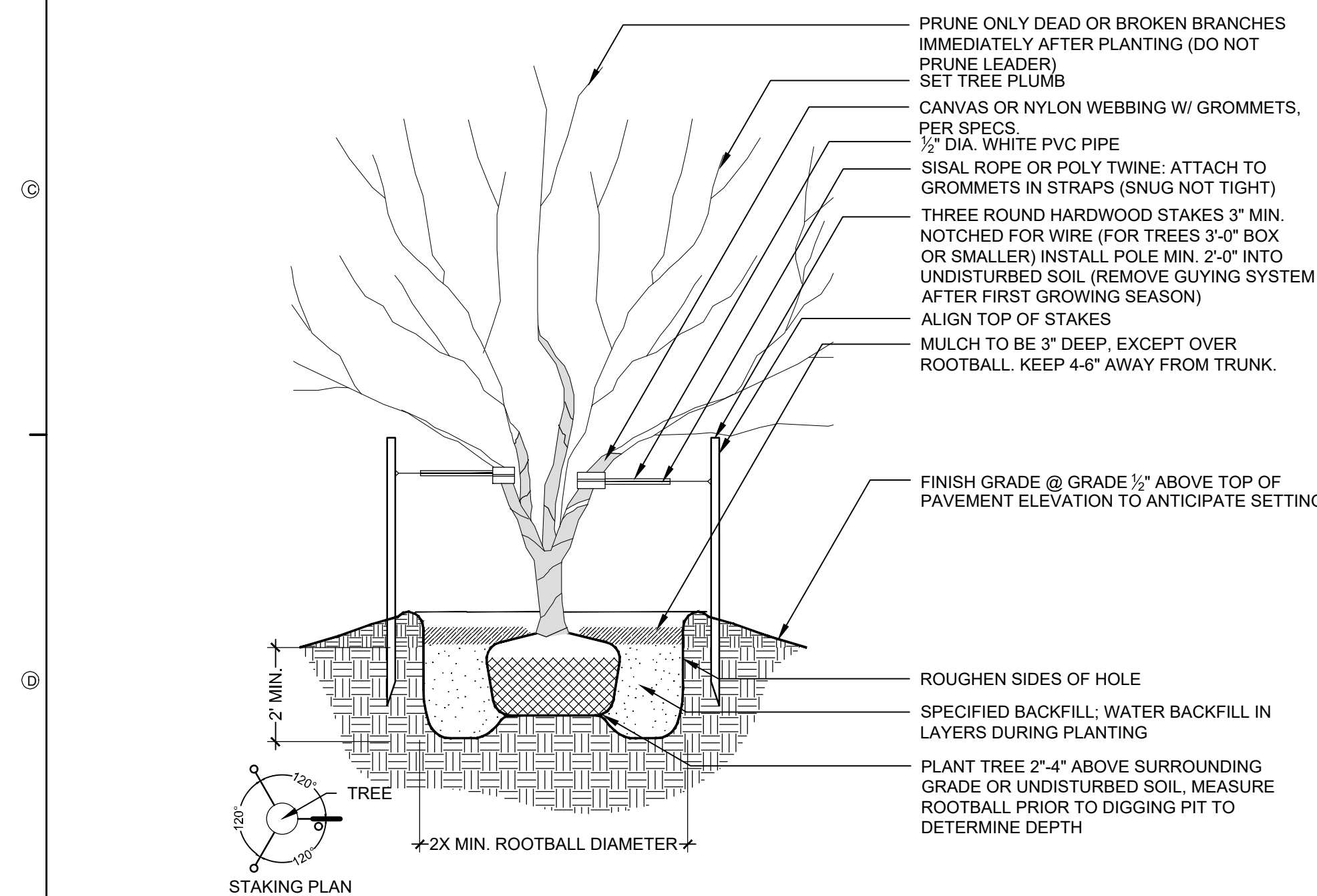
ORIGINAL SCALE: 1"=50'-00"



1 DECIDUOUS TREE PLANTING

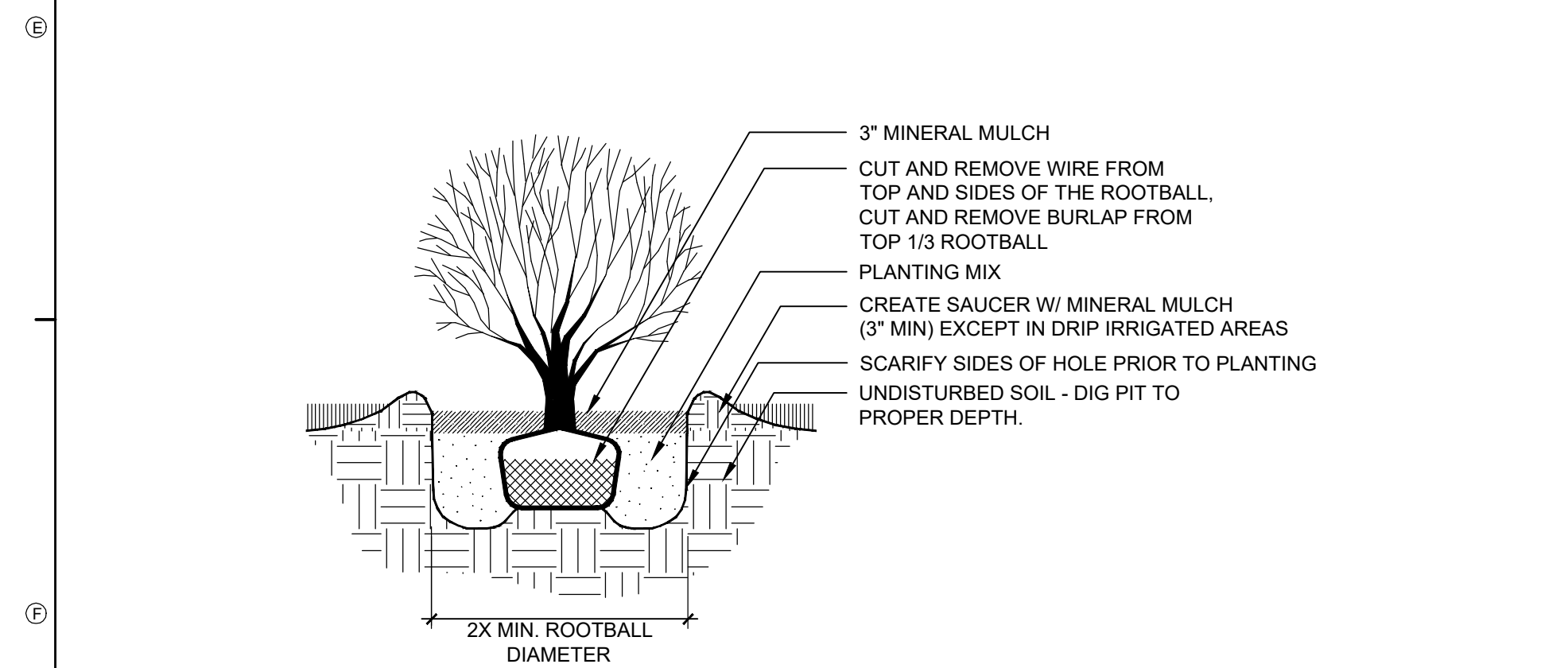
SCALE: 1/4" = 1'-0"

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



3 DECIDUOUS MULTI-TRUNK TREE PLANTING

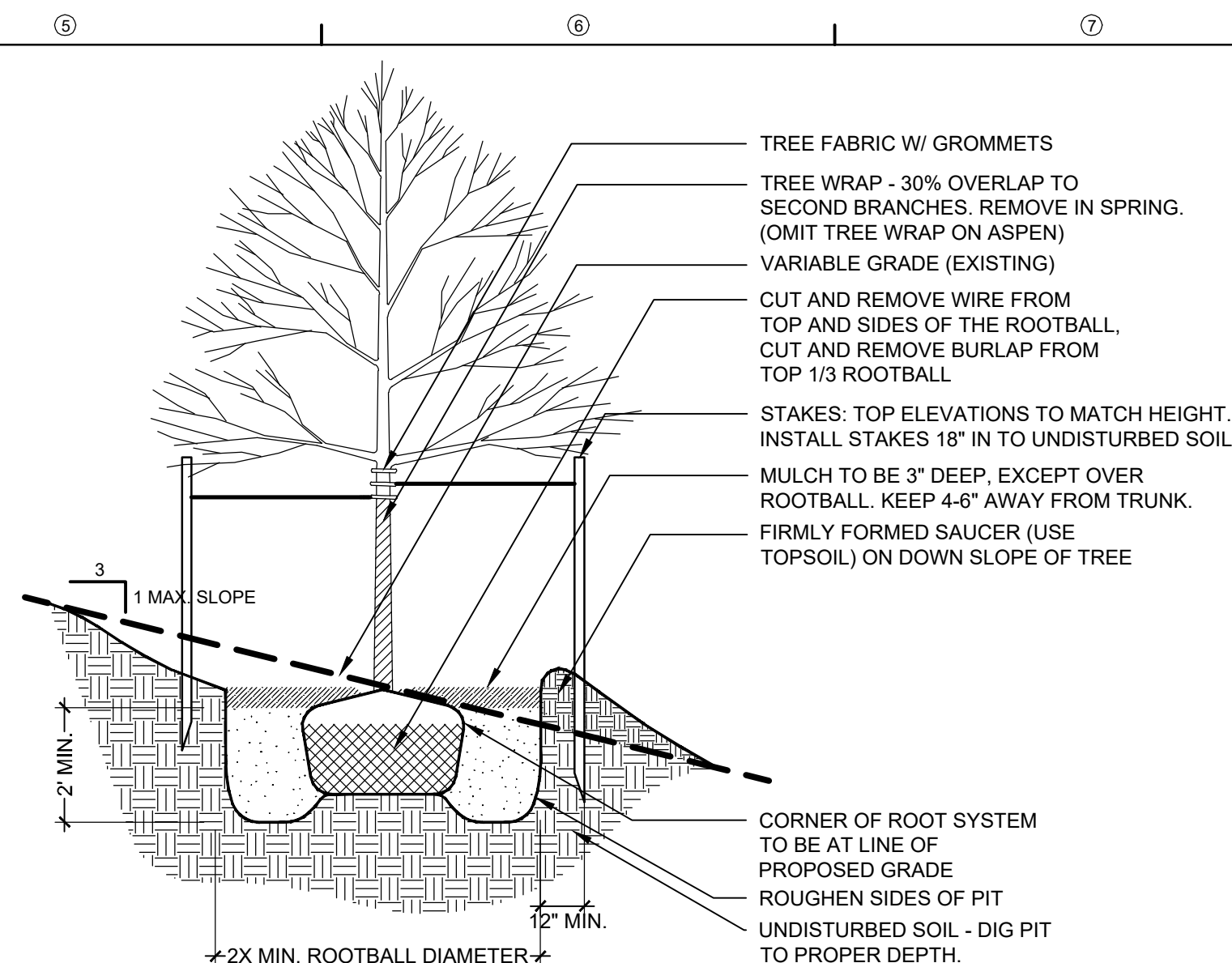
SCALE: 1/4" = 1'-0"



5 SHRUB PLANTING

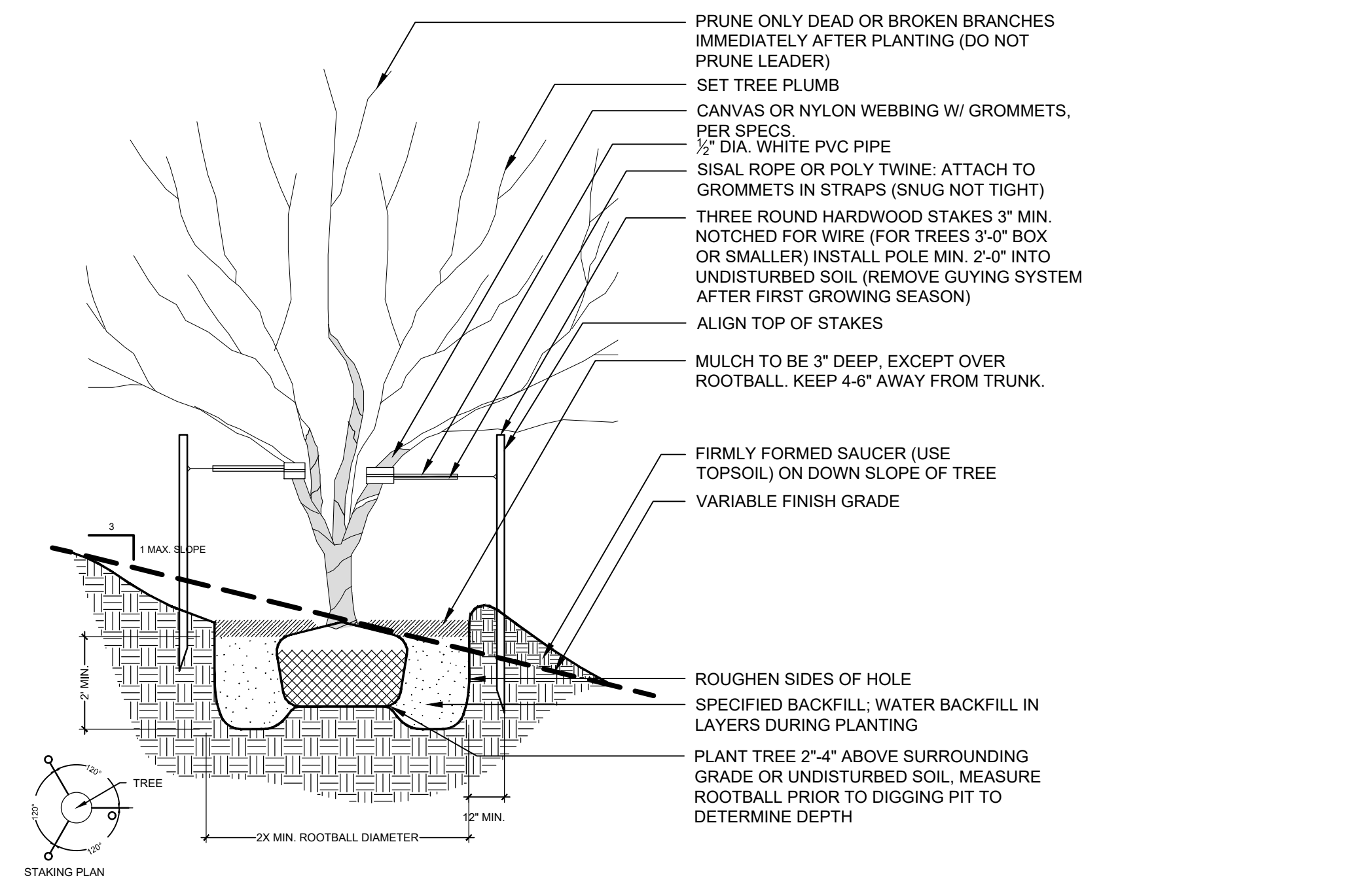
SCALE: 1/2" = 1'-0"

Final Development Plan
Barefoot Lakes Filing No. 2
Planned Unit Development
PLANTING DETAILS
Town of Firestone
Weld County
State of Colorado
Sheet 16 of 36



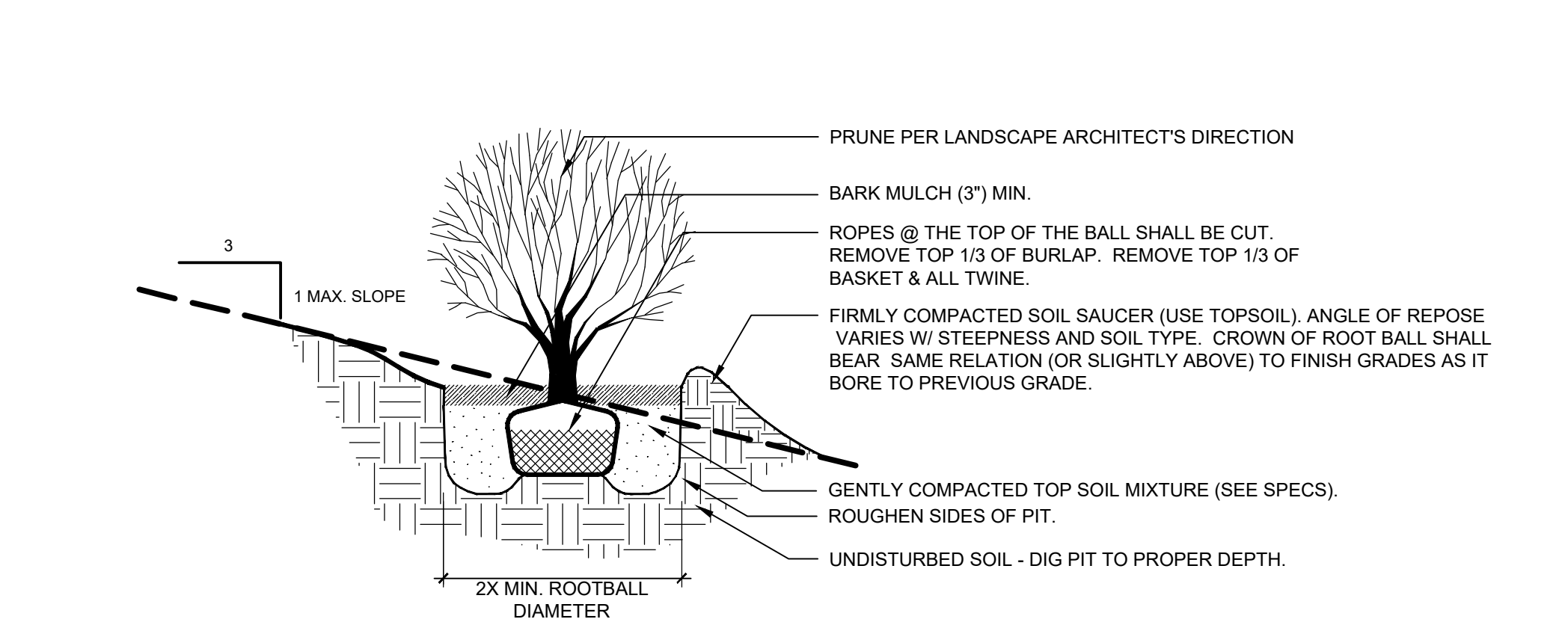
2 DECIDUOUS TREE PLANTING ON SLOPE

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



4 DECIDUOUS MULTI-TRUNK TREE PLANTING ON SLOPE

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



6 SHRUB PLANTING ON SLOPE

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

SITE KEYNOTES:

SITE KEYNOTES:		DETAIL / SHEET	RELATED DETAIL(S)
9.0	PLANTING AND LANDSCAPE		
9.1	Deciduous Tree Planting	1 / 16	
9.2	Deciduous Multi-Trunk Tree Planting	3 / 16	
9.3	Evergreen Tree Planting	1, 2 / 17	
9.4	Shrub Planting	5 / 6 / 16	
9.5	Dry Shrub Mix Modules	3 / 17	
9.6	Wet Shrub Mix Modules	4 / 17	
9.7	Clump Grass Planting	3 / 18	
9.8	Perennial Planting	5 / 18	1, 6 / 18
9.9	Groundcover Planting	2 / 18	1, 6 / 18
9.10	Lawn	4 / 18	6 / 18
9.11	Landscape Edging	6 / 18	2, 4, 5 / 18
9.12	Mulch		1-6 / 26; 1, 2 / 27; 2, 3, 5, 6 / 18
9.13	Landscape Boulder	7 / 18	

**FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3**

**TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO**

DW PROJECT NUMBER: 5311

FIRESTONE INFORMATION BLOCK

BAREFOOT LAKES

PLANTING DETAILS

Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	N/A
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
PLANTING DETAILS
Town of Firestone
Weld County
State of Colorado
Sheet 17 of 36

SITE KEYNOTES:

9.0 PLANTING AND LANDSCAPE

	DETAIL / SHEET	RELATED DETAIL(S)
9.1 Deciduous Tree Planting	1,2 / 16	
9.2 Deciduous Multi-Trunk Tree Planting	3,4 / 16	
9.3 Evergreen Tree Planting	1, 2 / 17	
9.4 Shrub Planting	5,6 / 16	
9.5 Dry Shrub Mix Modules	3 / 17	
9.6 Wet Shrub Mix Modules	4 / 17	
9.7 Clump Grass Planting	3 / 18	
9.8 Perennial Planting	5 / 18	1,6 / 18
9.9 Groundcover Planting	2 / 18	1,6 / 18
9.10 Lawn	4 / 18	6 / 18
9.11 Landscape Edging	6 / 18	2,4,5 / 18
9.12 Mulch		1-6 / 26; 1,2 / 27; 2,3,5,6 / 18
9.13 Landscape Boulder	7 / 18	

DESIGNWORKSHOP

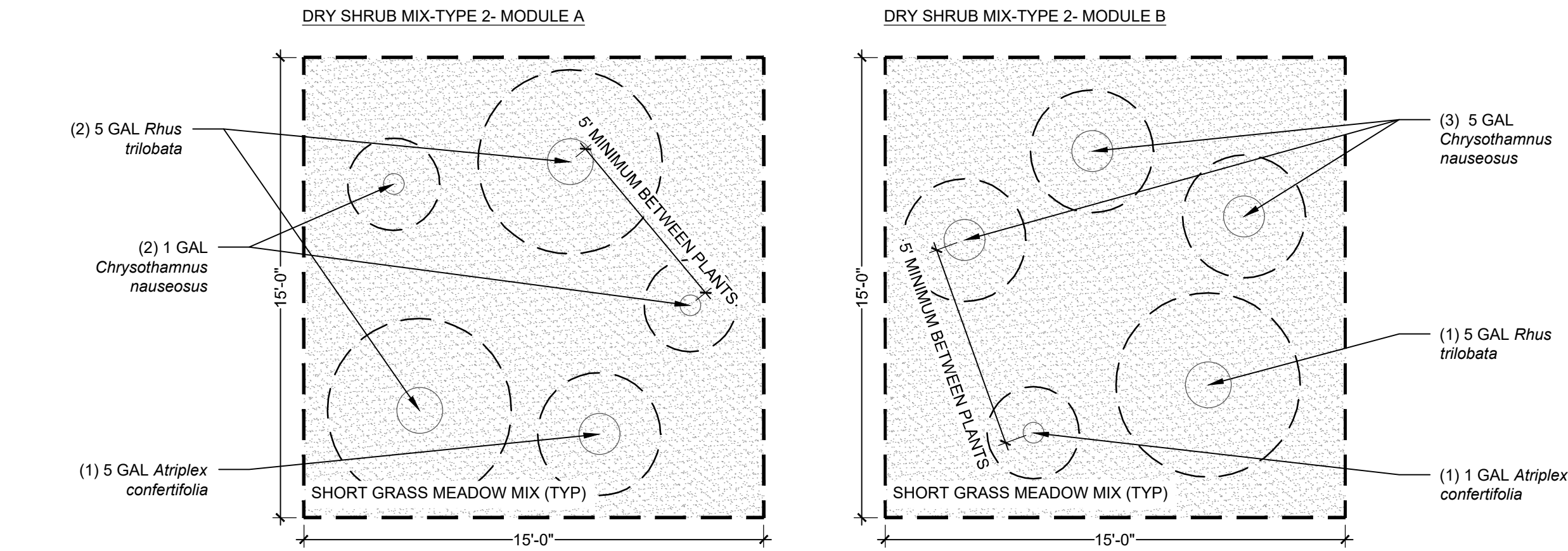
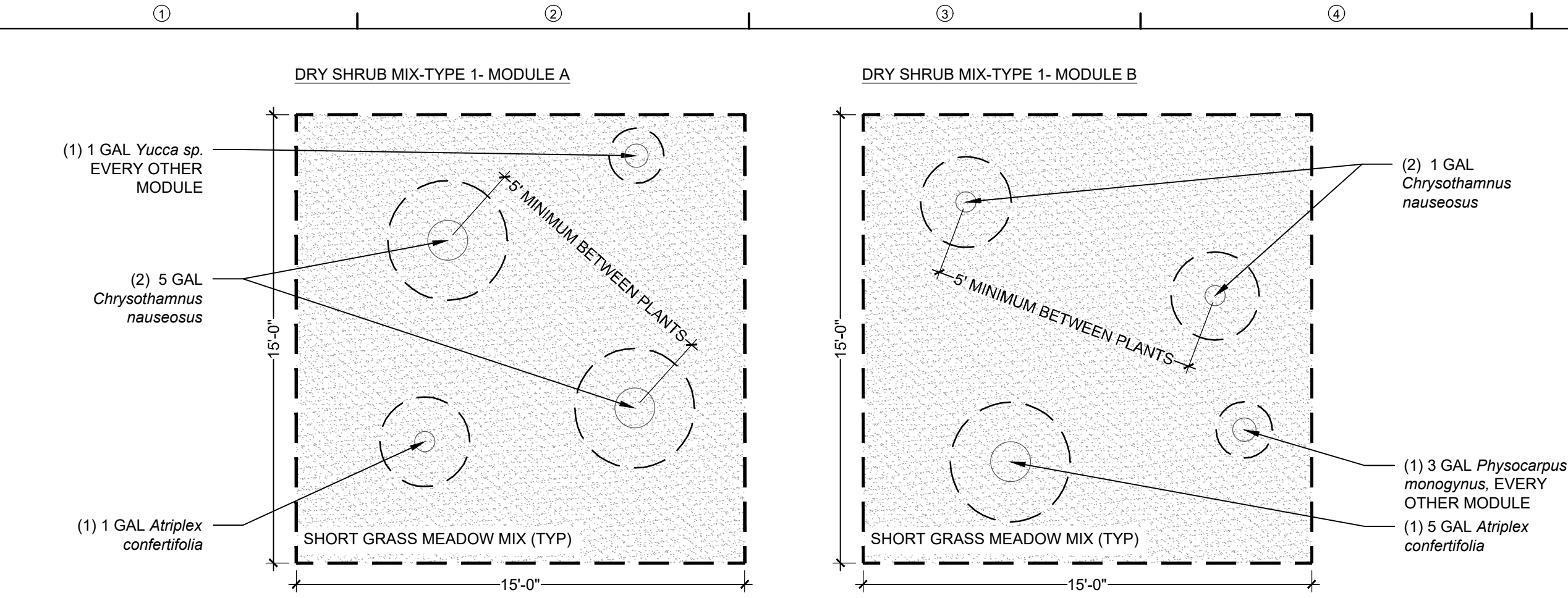
Landscape Architecture • Land Planning
Urban Design • Tourism Planning
Asheville • Aspen • Austin • Denver
Salt Lake City • Lake Tahoe

1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260

WWW.DESIGNWORKSHOP.COM

FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3

TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

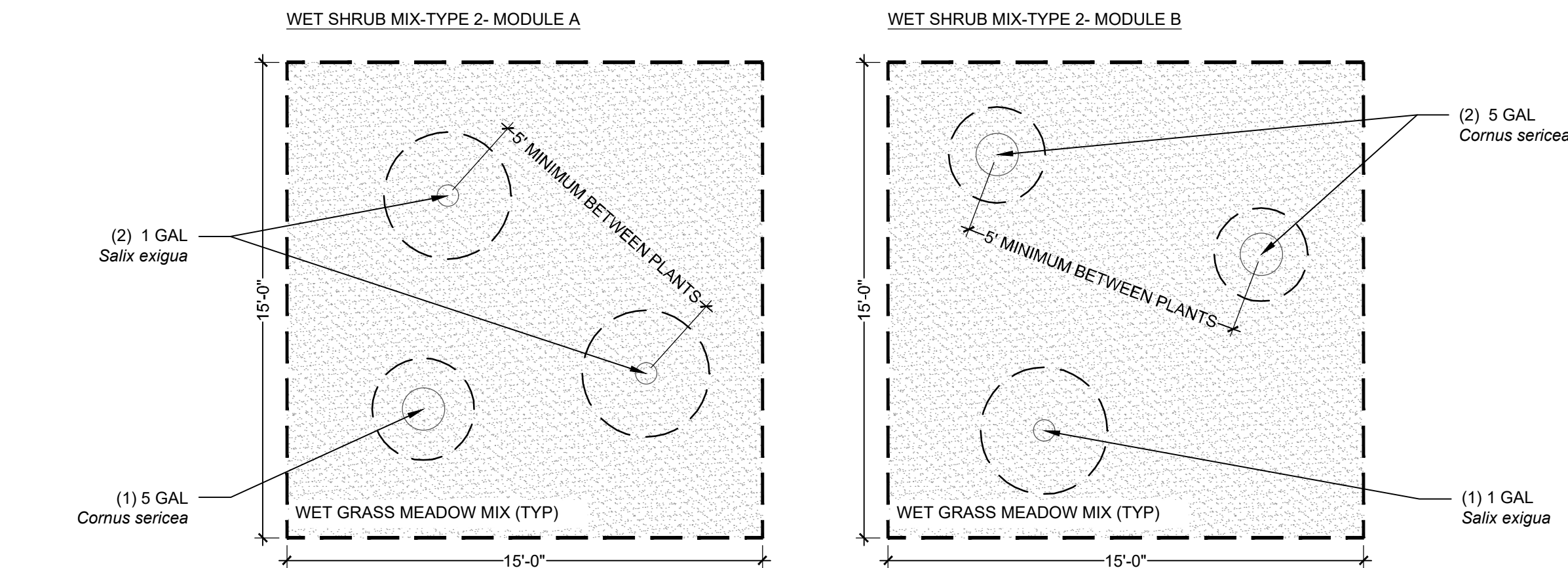
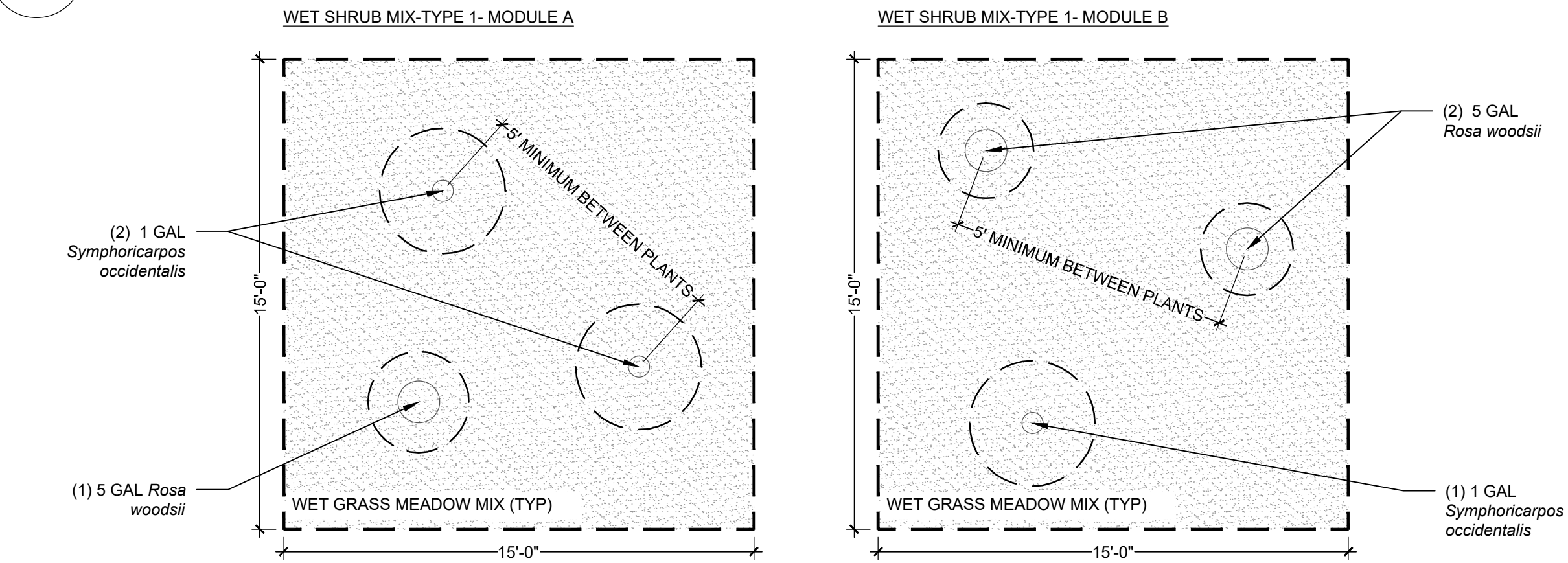


NOTES

1. USE AN EQUAL DISTRIBUTION OF EACH MODULE PER SHRUB MIX TYPE AREAS
2. DO NOT PLACE SAME MODULE TYPE NEXT TO ONE ANOTHER
3. PROVIDE 5' MINIMUM BETWEEN ALL PLANTS
4. WHEN A FULL 15' BY 15' MODULE IS CUT AT THE EDGE OF THE SHRUB AREA OR AT A WALK, ROAD, OR OTHER PROJECT FEATURE PROVIDE PERCENTAGE OF PLANT MATERIAL EQUAL TO THE PERCENTAGE OF MODULE THAT REMAINS
5. DISTRIBUTE PLANTS OF THE SAME SPECIES EVENLY AROUND THE MODULE SO THAT ONE SPECIES DOES NOT DOMINATE ONE SIDE OF EACH MODULE
6. LANDSCAPE ARCHITECT TO FIELD VERIFY SHRUB AREAS AND MODULE LAYOUT PRIOR TO PLANTING

3 DRY SHRUB MIX (DSM-1 AND 2) PLANTING MODULES

1/4" = 1'-0"

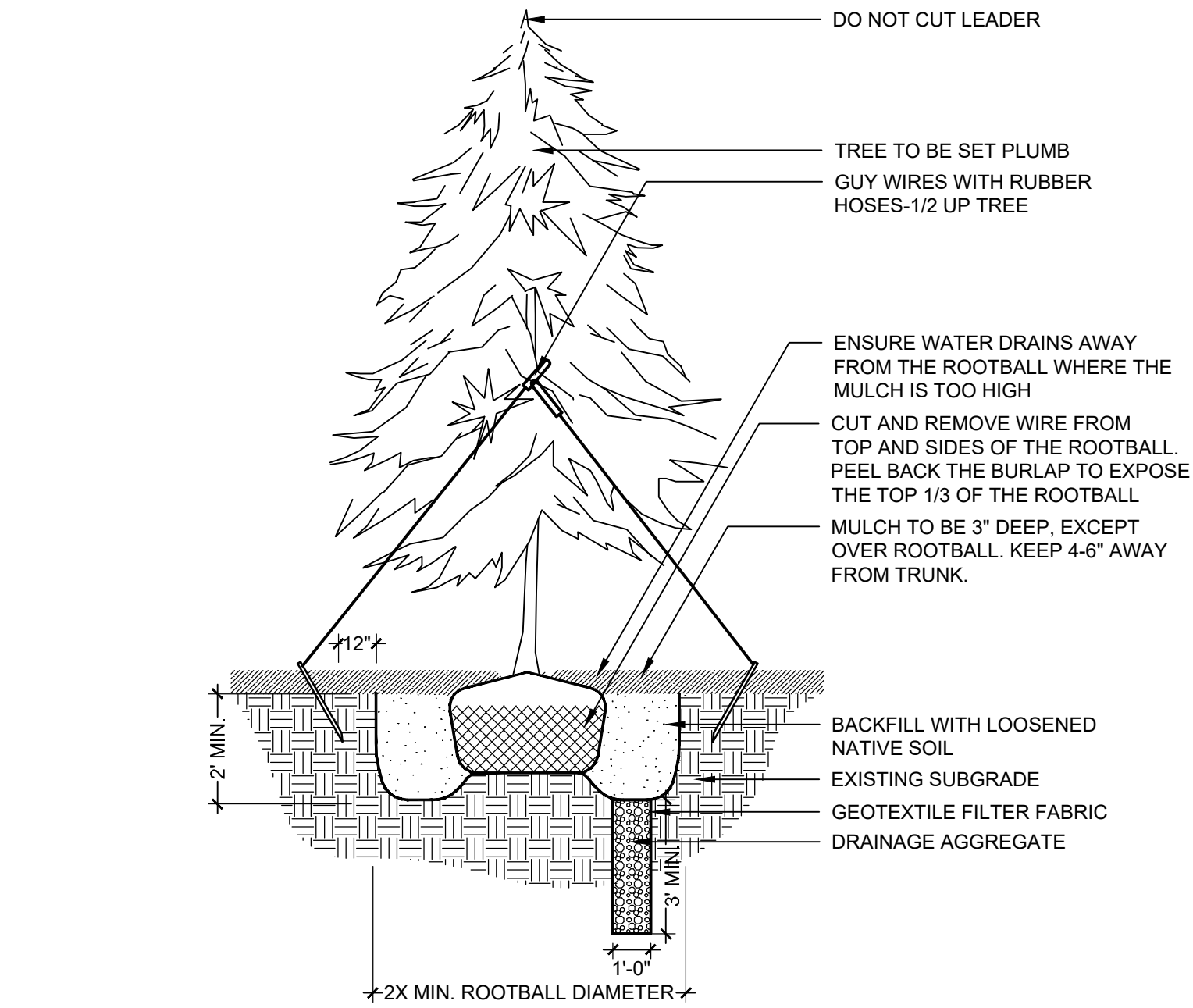


NOTES

1. USE AN EQUAL DISTRIBUTION OF EACH MODULE PER SHRUB MIX TYPE AREAS
2. DO NOT PLACE SAME MODULE TYPE NEXT TO ONE ANOTHER
3. PROVIDE 5' MINIMUM BETWEEN ALL PLANTS
4. WHEN A FULL 15' BY 15' MODULE IS CUT AT THE EDGE OF THE SHRUB AREA OR AT A WALK, ROAD, OR OTHER PROJECT FEATURE PROVIDE PERCENTAGE OF PLANT MATERIAL EQUAL TO THE PERCENTAGE OF MODULE THAT REMAINS
5. DISTRIBUTE PLANTS OF THE SAME SPECIES EVENLY AROUND THE MODULE SO THAT ONE SPECIES DOES NOT DOMINATE ONE SIDE OF EACH MODULE
6. LANDSCAPE ARCHITECT TO FIELD VERIFY SHRUB AREAS AND MODULE LAYOUT PRIOR TO PLANTING

4 WET SHRUB MIX (WSM-1 AND 2) PLANTING MODULES

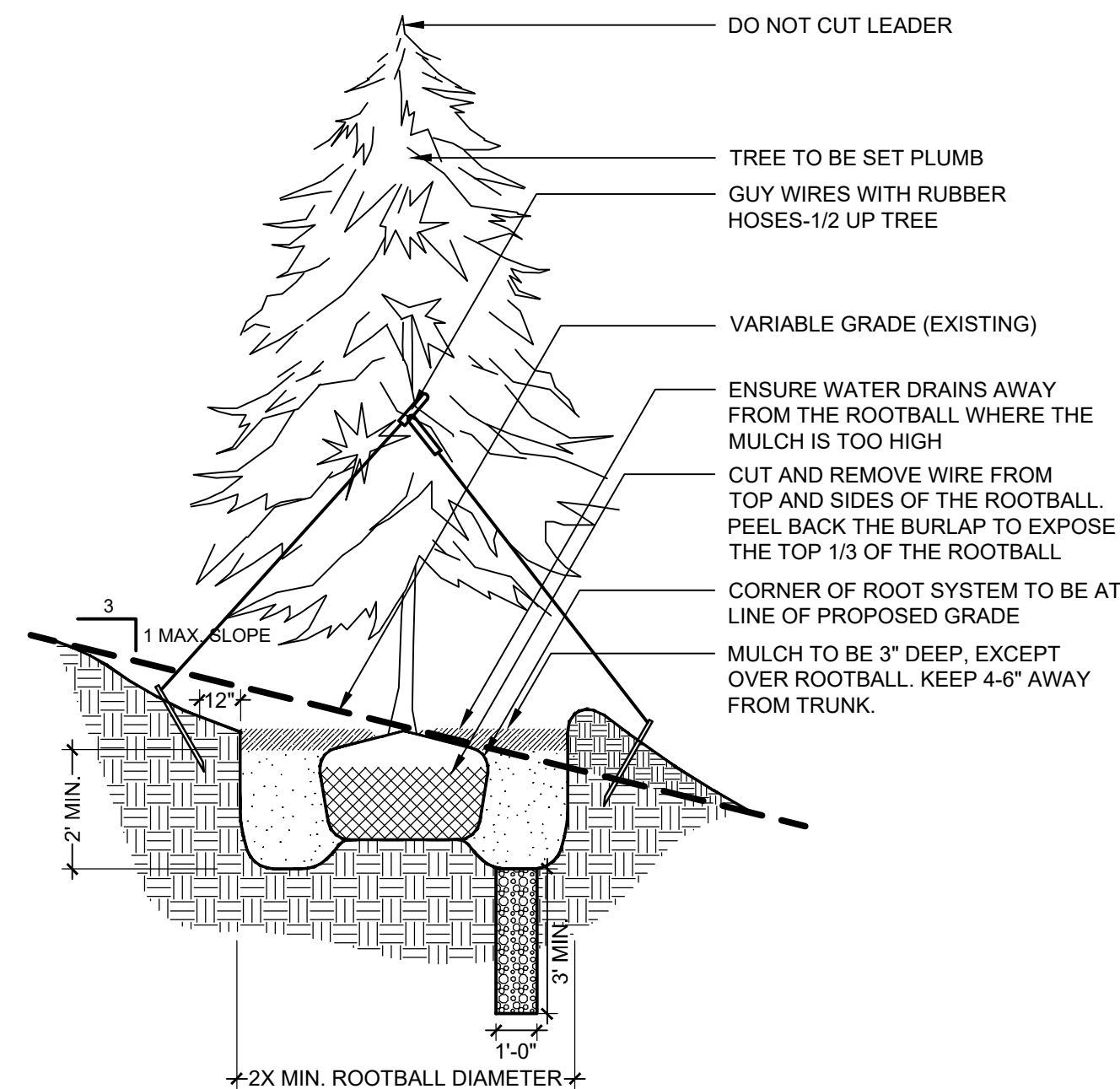
1/4" = 1'-0"



1 EVERGREEN TREE PLANTING

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

9.3



2 EVERGREEN TREE PLANTING ON SLOPE

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

9.3

DW PROJECT NUMBER: 5311

FIRESTONE
INFORMATION BLOCK

BAREFOOT LAKES

PLANTING
DETAILS

Name of application: Barefoot Lakes
Filing No. 3

Type of Submittal: FDP

Filing #: 3

Phase #: N/A

First Submittal: 7.28.2017

Revision 1: 12.20.2017

Revision 2:

Revision 3:

Sheet 17 of 36

© COPYRIGHT DESIGNWORKSHOP, INC.

SITE KEYNOTES:

SITE KEYNOTES:		DETAIL / SHEET	RELATED DETAIL(S)
9.0	PLANTING AND LANDSCAPE		
9.1	Deciduous Tree Planting	1 / 2	16
9.2	Deciduous Multi-Trunk Tree Planting	3 / 4	16
9.3	Evergreen Tree Planting	1 / 2	17
9.4	Shrub Planting	5 / 6	16
9.5	Dry Shrub Mix Modules	3 / 17	
9.6	Wet Shrub Mix Modules	4 / 17	
9.7	Clump Grass Planting	3 / 18	
9.8	Perennial Planting	5 / 18	1, 6 / 18
9.9	Groundcover Planting	2 / 18	1, 6 / 18
9.10	Lawn	4 / 18	6 / 18
9.11	Landscape Edging	6 / 18	2, 4, 5 / 18
9.12	Mulch		1-6 / 26; 1 / 2 / 27; 2, 3, 5, 6 / 18
9.13	Landscape Boulder	7 / 18	

**FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3**

**TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO**

DW PROJECT NUMBER: 5311

FIRESTONE INFORMATION BLOCK

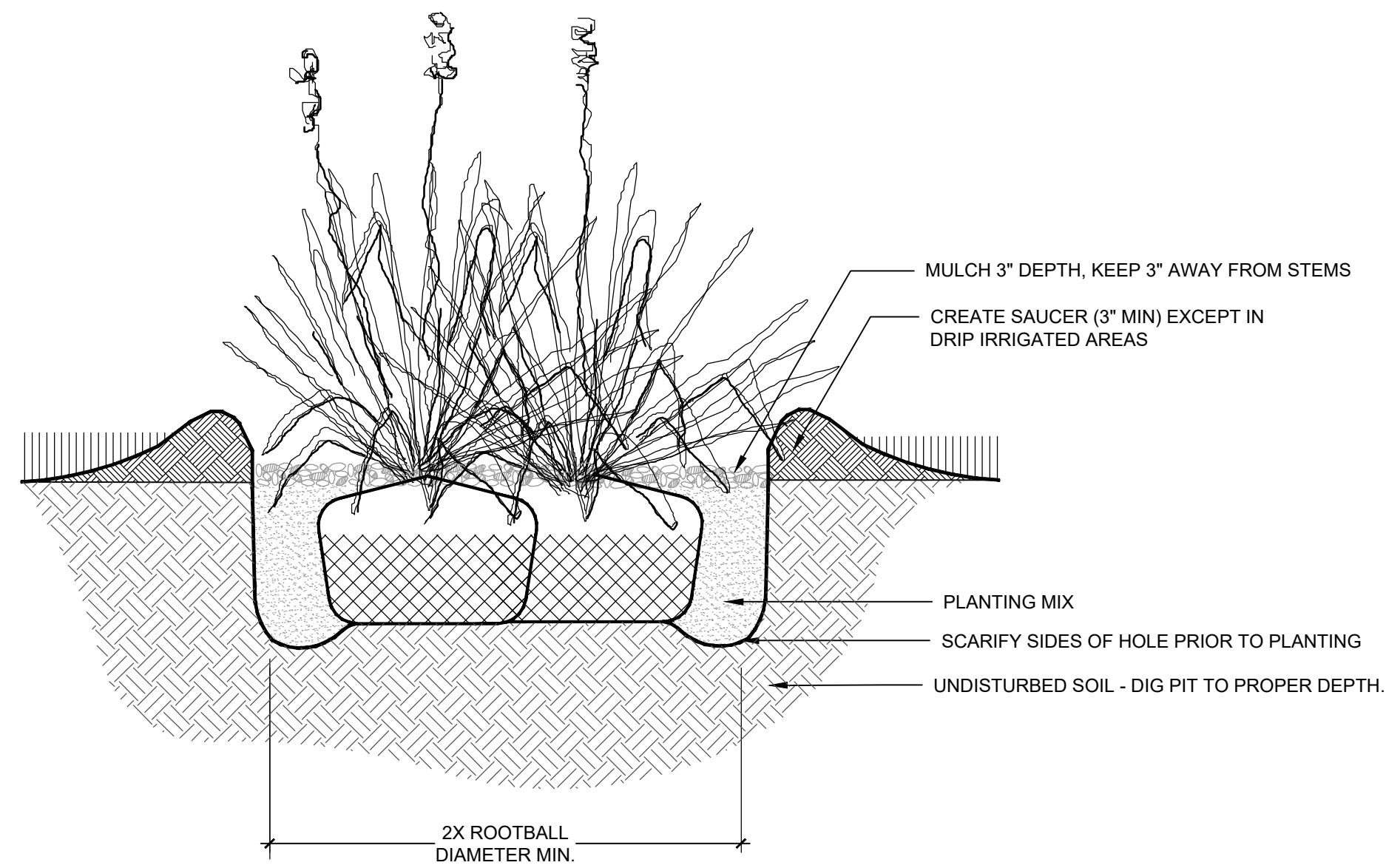
BAREFOOT LAKES

PLANTING DETAILS

Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	N/A
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	

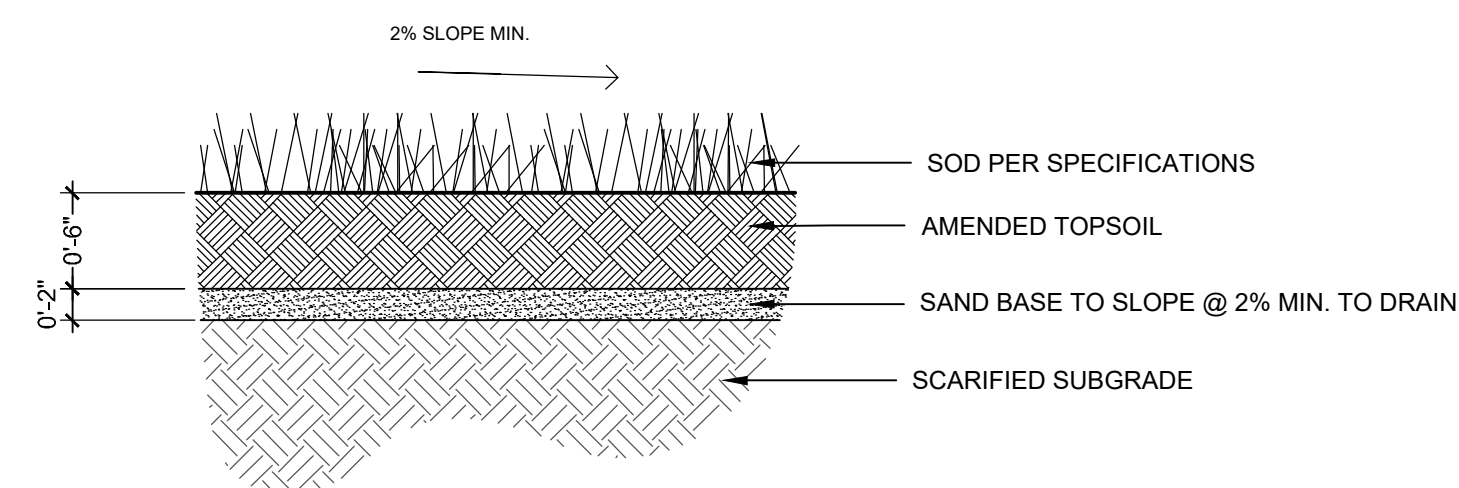
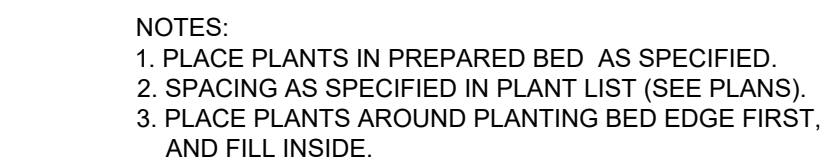
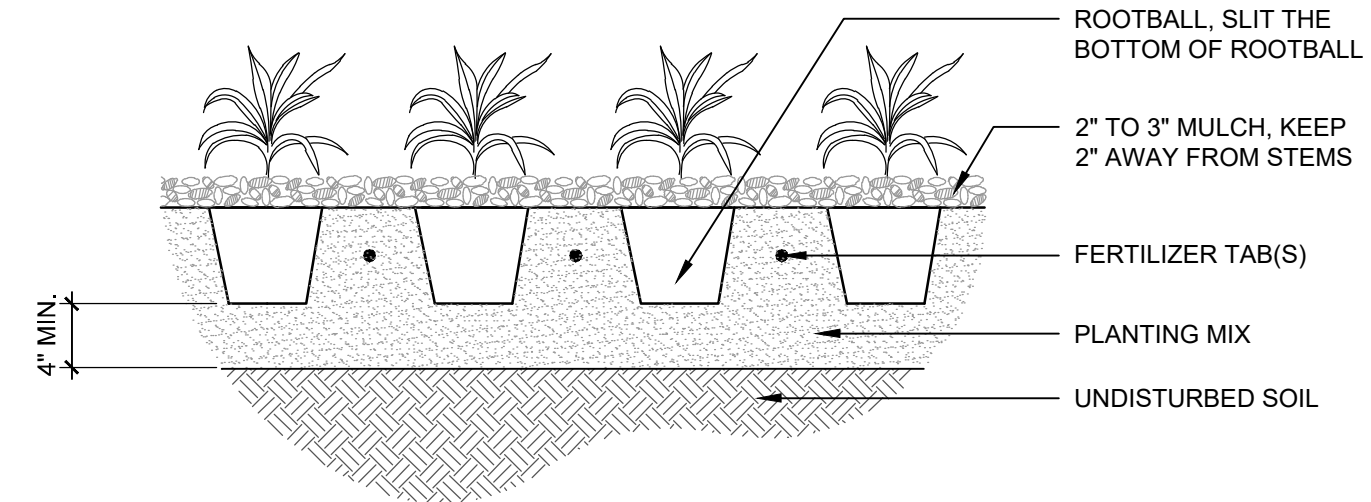
Sheet 18 of 36

1 PLANT MASS SPACING



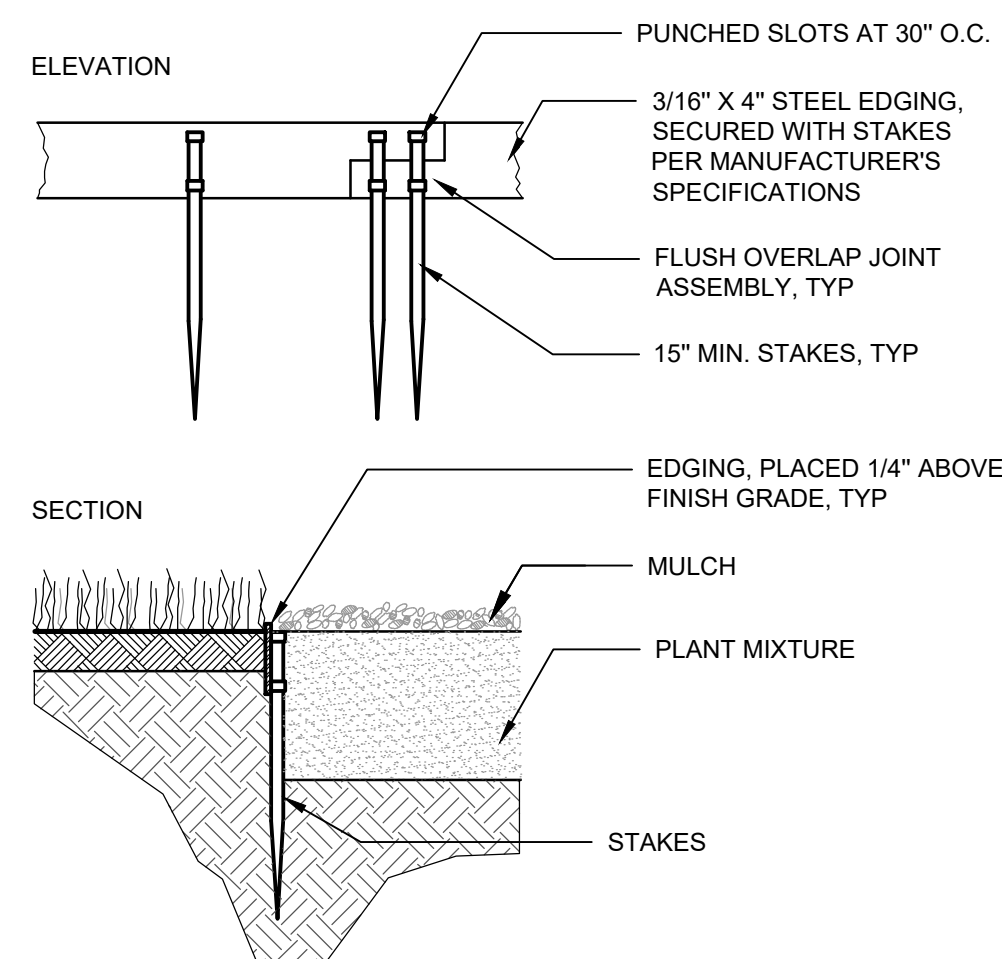
3 CLUMP GRASS PLANTING

2 GROUND COVER PLANTING

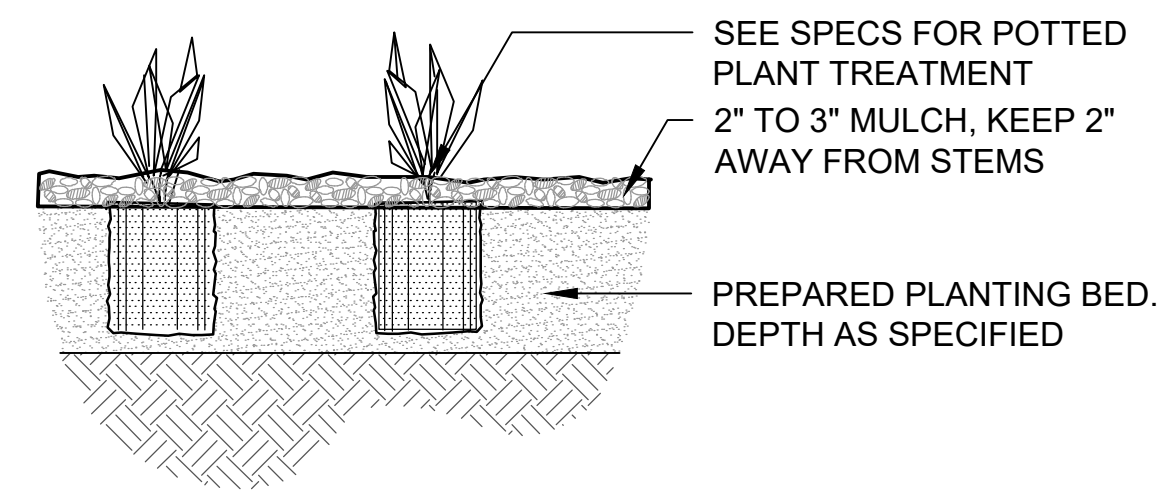


NOTE:
SLOPE MAY VARY, SEE GRADING PLAN

4 **LAWN**
SCALE: 1" = 1'-0"



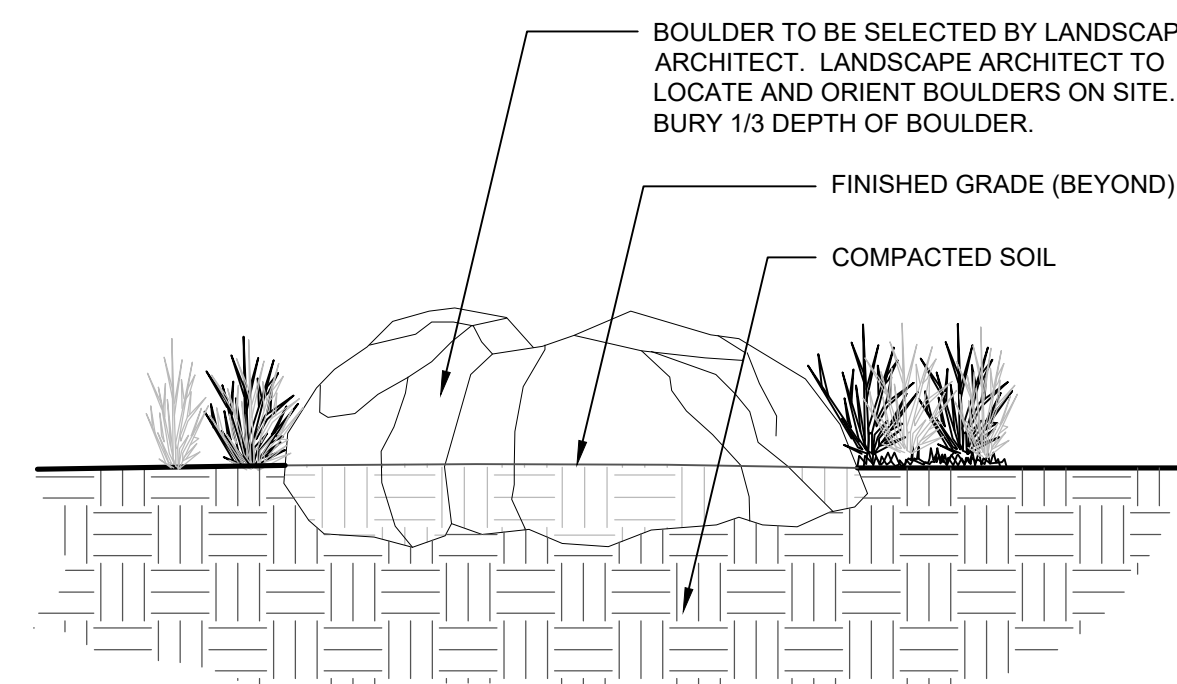
5 PERENNIAL PLANTING



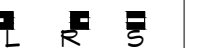
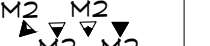
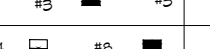
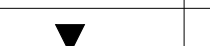
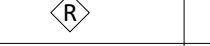
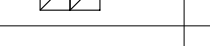
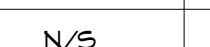
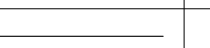
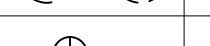
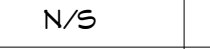
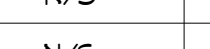
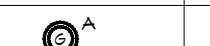
6 LANDSCAPE EDGING

7 LANDSCAPE BOULDER

SCALE: 3/4" = 1'-0"



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER	MODEL NO.	DESCRIPTION	DETAIL NO.
	HUNTER / TORO	PRO5-06-PR530-CV-R IV/ O PRECISION SERIES NOZZLE	POPUF SPRAY HEAD	8
	HUNTER / TORO	PRO5-06-PR530-CV-R IV/ O PRECISION SST & CORNER NOZZLE	POPUF SPRAY HEAD	8
	HUNTER / TORO	PRO5-12-PR530-CV-R IV/ O PRECISION SST & CORNER NOZZLE	HI-POP SPRAY HEAD	9
	HUNTER / TORO	PRO5-12-PR530-CV-R IV/ O PRECISION SST & CORNER NOZZLE	HI-POP SPRAY HEAD	9
	HUNTER / TORO	PRO5-12-PR530-CV-R IV/ O PRECISION SST & CORNER NOZZLE	HI-POP SPRAY HEAD	9
	HUNTER / TORO	PRO5-12-PR530-CV-R IV/ O PRECISION SST & CORNER NOZZLE	HI-POP SPRAY HEAD	9
	HUNTER	PRO5-12-PR540-CV-R IV/ M2000 SERIES NOZZLE	HI-POP SPRAY HEAD	9
	HUNTER	I-20-06-S5-R IV/ # NOZZLE	GEAR DRIVEN ROTOR	10
	HUNTER	I-20-12-R IV/ # NOZZLE	HI-POP GEAR DRIVEN ROTOR	11
	HUNTER	I-20-12-R IV/ # NOZZLE	HI-POP GEAR DRIVEN ROTOR	11
	HUNTER	I-20-12-R IV/ # NOZZLE	HI-POP GEAR DRIVEN ROTOR	11
	WEATHERMATIC	MAX 11000-NP SERIES IV/ SLDEC1	ELECTRIC CONTROL VALVE IV/ DECODER	12 & 13
	RAIN BIRD	44-NP	QUICK COUPLING VALVE	15
	WEATHERMATIC	QUOTE #11176-J WITH SLPED-ENG & SMARTLINK AIRCARD WITH FLOW	ELECTRIC CONTROLLER	3 & 4
	WEATHERMATIC	SLN5 (WIRELESS)	WEATHER STATION	5
	FIBCO	280V	BACKFLOW PREVENTER	1
	STRONG BOX	SBBG-40ALHP	BACKFLOW PREVENTER ENCLOSURE	2
	MATCO	201X	MANUAL DRAIN VALVE	16
		LINE SIZE - 2½" AND SMALLER	GATE VALVE	17
		LINE SIZE - 3" AND LARGER	GATE VALVE	18
	WEATHERMATIC	SLF-ISOFLOW-1	FLOW SENSOR RELAY	
	BERMAD	410	MASTER CONTROL VALVE	6
	WEATHERMATIC	SLSFI-S40 - 4"- CONTACT JOHN KEESEN AT HYDROSYSTEMS*KDI (303) 980-5927 FOR SYSTEM AND FLOW SENSOR START-UP INITIALIZATION	FLOW SENSOR	7
			THRUST BLOCKS	24
		CLASS 200 BE - 2½" & SMALLER	PVC MAINLINE	22
		CLASS 200 RT - 3" & LARGER	PVC MAINLINE	23
		CLASS 200 BE	PVC LATERAL	22 & 23
		CLASS 160	PVC SLEEVING	25
	TORO	BLUE STRIPE	POLY DRIP TUBING -¾" MIN. WIDTH	19 - 21
	RAIN BIRD / WEATHERMATIC	XGZ-100-COM IV/ SLDEC1	DRIP VALVE ASSEMBLY IV/ DECODER	19 & 13
			DRIP LINE BLOW-OUT STUB	20
	RAIN BIRD	XERI-BUG	DRIP EMITTERS	21
	WEATHERMATIC	SLDEC1	VALVE DECODER	12, 13 & 19
	WEATHERMATIC	SLNIRE122 - 1000	2-WIRE DECODER CABLE	12, 13 & 19
	WEATHERMATIC	SLGDT LIGHTNING ARRESTOR	GROUNDING LOCATION	14
			WATER METER	BY OTHERS
			EXISTING PVC MAINLINE	
			CONTROLLER & STATION NO. CONTROL VALVE SIZE	

IRRIGATION CONSTRUCTION NOTES

- DRAWINGS AND BASE INFORMATION - ALL BASE AND PLANTING INFORMATION HAVE BEEN PROVIDED BY DESIGN WORKSHOP. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY HYDROSYSTEMS*KDI OF ANY DISCREPANCIES BETWEEN THE UTILITY OR PLANTING PLANS AND THE IRRIGATION PLAN. IF CONTRACTOR FAILS TO NOTIFY HYDROSYSTEMS*KDI AND MAKES CHANGES TO THE IRRIGATION SYSTEM DESIGN, HE ASSUMES ALL COSTS AND LIABILITIES ASSOCIATED WITH THOSE FIELD CHANGES. REFER TO SPECIFICATIONS FOR ADDITIONAL PROJECT REQUIREMENTS.
- SYSTEM PRESSURE - HYDROSYSTEMS*KDI HAS CONTACTED THE LOCAL WATER DISTRICT THAT SERVES THIS SITE AND THEY HAVE BEEN TOLD THAT THE STATIC WATER PRESSURE IN THIS AREA SHOULD BE 76 PSI. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY PRESSURE PRIOR TO COMMENCING ANY CONSTRUCTION AND NOTIFY HYDROSYSTEMS*KDI OF ANY VARIANCE FROM THE STATED PRESSURE IMMEDIATELY. WRITTEN DOCUMENTATION OF PRESSURE TEST AND RESULTS SHALL BE PROVIDED TO HYDROSYSTEMS*KDI AT CONSTRUCTION ONSET. IF CONTRACTOR FAILS TO FIELD VERIFY PRESSURE AND/OR NOTIFY HYDROSYSTEMS*KDI OR ANY VARIATIONS FROM THIS PRESSURE, THEN HE ASSUMES ALL CONSTRUCTION AND ENGINEERING COSTS ASSOCIATED WITH SYSTEM MODIFICATIONS REQUIRED TO ACCOMMODATE ACTUAL SITE PRESSURE. THIS SYSTEM HAS BEEN DESIGNED FOR A REQUIRED STATIC PRESSURE OF 76 PSI MINIMUM.
- IRRIGATION SYSTEM OPERATION INTENT - THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO IRRIGATE THE ESTABLISHED LANDSCAPE WITHIN A SIX NIGHT PER WEEK, SEVEN HOUR PER NIGHT WATERING WINDOW. ESTABLISHMENT WATERING WILL REQUIRE UP TO TWICE AS MUCH IRRIGATION FOR A FOUR TO SIX WEEK PERIOD. THE DESIGN IS BASED ON THE FOLLOWING PROJECTED WEEKLY APPLICATION RATES AFTER ESTABLISHMENT. THESE FIGURES ARE BASED ON A 30-YEAR AVERAGE WEATHER DATA AND WILL NEED TO BE ADJUSTED DUE TO SEASONAL CHANGES AND WEATHER CONDITIONS ABOVE AND BELOW THE AVERAGE VALUES UTILIZED.

BLUEGRASS TURF	1.76" PER WEEK PEAK SEASON
ORNAMENTAL PLANTINGS	0.62" PER WEEK PEAK SEASON
WILDFLOWER MIXES	1.00" PER WEEK PEAK SEASON
NATIVE SEED MIXES	0.60" PER WEEK PEAK SEASON (TWO SEASONS)

NOTE: IT IS THE INTENT OF THIS DESIGN THAT NATIVE AREAS WOULD ONLY BE IRRIGATED FOR ESTABLISHMENT.
- EQUIPMENT INSTALLATION - IT IS THE INTENT OF THIS DESIGN THAT ALL IRRIGATION EQUIPMENT BE INSTALLED WITHIN PROPERTY LIMITS AND WITHIN LANDSCAPED AREAS. ANY EQUIPMENT SHOWN OUTSIDE OF THESE LIMITS IS SHOWN IN THAT LOCATION FOR GRAPHICAL CLARITY ONLY. ALL VALVE BOXES SHALL BE INSTALLED A MINIMUM OF 2'-0" FROM EDGE OF ANY PAVED SURFACES. ALL VALVE BOXES SHALL BE PLACED A MINIMUM OF 3'-0" FROM THE CENTERLINE OF ANY DRAINAGE SWALE.
- SLEEVING - ALL SLEEVING UNDER PAVED SURFACES SHOWN ON PLANS IS BY CONTRACTOR UNLESS OTHERWISE NOTED. SLEEVING SHALL BE INSTALLED IN THE SIZES AND QUANTITIES SHOWN ON PLANS OR BASED ON THE SCHEDULE BELOW. WHERE SLEEVES ARE SHOWN, BUT NOT LABELED, FOLLOW THE SCHEDULE BELOW. ALL MAINLINE, CONTROL WIRES AND DRIP LINES UNDER PAVED SURFACES ARE TO BE INSTALLED IN SLEEVING. ALL MAINLINE SLEEVE LOCATIONS TO INCLUDE A SEPARATE WIRE SLEEVE.

SLEEVED PIPE SIZE/WIRE QUANTITY	REQUIRED SLEEVE SIZE & (QUANTITY)
¾" - 1¼" PIPING	2" PVC (1)
1½" - 2" PIPING	4" PVC (1)
2½" - 3" PIPING	6" PVC (1)
4" PIPING	8" PVC (1)
2-WIRE CABLE	3" PVC (1)
COMMUNICATION CABLE	3" PVC (1)
- MANUAL DRAIN VALVES - CONTRACTOR TO INSTALL ONE MANUAL DRAIN VALVE ON PRESSURE SUPPLY LINE DIRECTLY DOWNSTREAM OF BACKFLOW PREVENTER AND AT ALL LOW POINTS AND DEAD ENDS OF PRESSURE SUPPLY PIPING TO INSURE COMPLETE DRAINAGE OF SYSTEM. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THESE LOCATIONS IN-FIELD AND INSTALLATION LOCATIONS SHALL BE NOTED ON AS-BUILTS.
- POP-UP SPRAY NOZZLES - CONTRACTOR TO INSTALL PLASTIC NOZZLES ON ALL POP-UP SPRAY HEADS. INSTALL 15 SERIES NOZZLES ON ALL HEADS SPACED AT 12' TO 14'. INSTALL 12 SERIES NOZZLES ON ALL HEADS SPACED 10' TO 11'. INSTALL 10 SERIES NOZZLES ON ALL HEADS SPACED AT 8' TO 9'. INSTALL 8 SERIES NOZZLES ON ALL HEADS SPACED AT 6' TO 7'. INSTALL 5' NOZZLES ON ALL HEADS SPACED AT 5'. INSTALL SIDE STRIP NOZZLES ON ALL HEADS WITH AN 'S' DESIGNATION AND RIGHT AND LEFT CORNER STRIP NOZZLES ON ALL HEADS WITH AN 'L' OR 'R' DESIGNATION. VARIABLE ARC NOZZLES SHOULD BE UTILIZED ADJACENT TO CURVILINEAR SHRUB BEDS OR FOR ANY ANGLES THAT ARE NOT A STANDARD NOZZLE ANGLE. WHERE INDICATED, INSTALL LOW FLOW SQ SERIES SQUARE NOZZLES AT SPACING SHOWN. HIGH EFFICIENCY PRECISION O NOZZLES HAVE BEEN SELECTED FOR THEIR DISTRIBUTION UNIFORMITY AND FLOW CHARACTERISTICS. NO SUBSTITUTION WILL BE ALLOWED.
- ROTARY SPRAY NOZZLES - HUNTER AT 40 PSI; CONTRACTOR TO INSTALL PLASTIC ROTARY NOZZLES ON ALL POP-UP SPRAY HEADS. INSTALL M2000 SERIES NOZZLES ON ALL HEADS SPACED 14' TO 18'. UTILIZE MP CORNER SERIES FOR IRRIGATED AREAS THAT NARROW TO AN ANGLE OF LESS THAN 15 DEGREES. VARIABLE ARC SHOULD BE UTILIZED TO AVOID OVERSPRAY ONTO HARD SERVICES OR BEYOND IRRIGATED AREA.
- DRIP IRRIGATION - REFER TO IRRIGATION DETAIL SHEET FOR DRIP EMITTER QUANTITIES AND PLACEMENT.
- WEB-BASED CONTROL NOTE - WEATHERMATIC SMARTLINK WEB-BASED CONTROL SYSTEM WITH FLOW MONITORING AND REPORTING MODEL (PER SCHEDULE). INSTALL PER MANUFACTURER'S RECOMMENDATIONS. CONTACT STEVE WURST AT WEATHERMATIC (303) 655-1981 FOR PRICING. CONTACT JOHN KEESEN AT HYDROSYSTEMS*KDI (303) 980-5927 FOR CONTROLLER AND FLOW SENSOR START-UP AND INITIALIZATION. WATER MANAGEMENT SUBSCRIPTION IS INCLUDED IN THE COST OF THE CONTROLLER FOR A 2 YEAR PERIOD AND WILL BE MANAGED ON BEHALF OF THE OWNER BY HYDROSYSTEMS*KDI. COORDINATION BETWEEN HYDROSYSTEMS*KDI AND THE LANDSCAPE MAINTENANCE COMPANY WILL BE REQUIRED FOR A PERIOD OF TWO YEARS, AT MINIMUM.
- ADJUSTMENT - CONTRACTOR SHALL FINE TUNE/ADJUST THE IRRIGATION SYSTEM TO REDUCE/AVOID OVERSPRAY ONTO HARD SURFACES BY ADJUSTING NOZZLE DIRECTION AND NOZZLE RADIUS.
- SIMULTANEOUS ZONE OPERATION - THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO OPERATE MULTIPLE ZONES SIMULTANEOUSLY BASED ON INDIVIDUAL ZONE FLOW UP TO 120 GPM FOR POC #1 AND UP TO 14 GPM FOR POC #2.
- UNLABELED PIPING - ALL UNLABELED LATERAL PIPING SHALL BE 1" MINIMUM UNLESS OTHERWISE NOTED.

IRRIGATION CONSTRUCTION NOTES

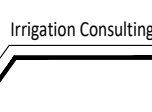
- 2-WIRE SYSTEM NOTES** - CONTRACTOR SHALL GROUND ALL DECODERS AND DECODER WIRE PER MANUFACTURES RECOMMENDATIONS AND STANDARDS. (MINIMUM OF EVERY 500' OF WIRE AND AT ALL ENDS OF WIRE RUN).
 - CONTRACTOR SHALL USE ONLY MANUFACTURED 2-WIRE WIRE (SEE SCHEDULE FOR SPECIFIC WIRE).
 - USE DIFFERENT COLOR 2-WIRE CABLE FOR EACH CONTROLLER. (BLACK FOR F, TAN FOR G AND PURPLE FOR H).
 - ONLY USE SINGLE STATION DECODERS (SEE SCHEDULE FOR SPECIFIC MODEL).
 - LOOP 5' OF 2-WIRE INTO ALL VALVE BOXES (WITH DECODERS AND SPLICES) FOR MAINTENANCE.
 - USE ONLY 3M DBR-8 WATERPROOF CONNECTORS ON ALL WIRE SPLICES AND ALL WIRE SPLICES ARE TO BE MADE WITHIN A VALVE BOX WITH CONTROL VALVES OR A SEPARATE 10" ROUND VALVE BOX FOR WIRE SPLICES.
 - INSTALL SURGE PROTECTOR RODS OR PLATES 8 LF. FROM VALVES, DECODERS, AND COMMUNICATION WIRE.



Know what's below.
Call before you dig.
CALL 3 BUSINESS DAYS ADVANCE BEFORE YOU
DIG, GRADE, OR EXCAVATE FOR THE MARKING OF
UNDERGROUND MEMBER UTILITIES.

HydroSystems-KDI, Inc.

860 Tabor Street, Suite 200
Lakewood, Colorado 80401
303-980-5327
303-980-5384 (fax)



REFER TO SHEET

19 IRRIGATION NOTES & SCHEDULE
20 - 21 IRRIGATION PLANS
22 - 23 IRRIGATION DETAILS

DW PROJECT NUMBER: 5311

FIRESTONE
INFORMATION BLOCK

BAREFOOT LAKES

IRRIGATION
NOTES &
SCHEDULE

Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	N/A
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	
Sheet <u>19</u> of <u>35</u>	

**FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3**

**TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO**

OW PROJECT NUMBER: 5311

BAREFOOT LAKES

IRRIGATION PLAN

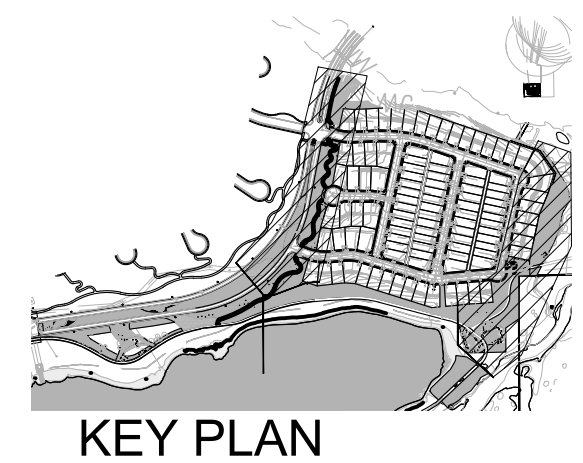
© COPYRIGHT DESIGNWORKSHOP, INC.

Know what's below.
Call before you dig.

CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU
DIG, GRADE, OR EXCAVATE FOR THE MARKING OF
UNDERGROUND MEMBER UTILITIES.

HydroSystems-KDI, Inc.  Irrigation Consulting

860 Tabor Street, Suite 200
Lakewood, Colorado 80401
303-980-5327
303-980-5384 (fax)



REFER TO SHEET 21 WINDOW B

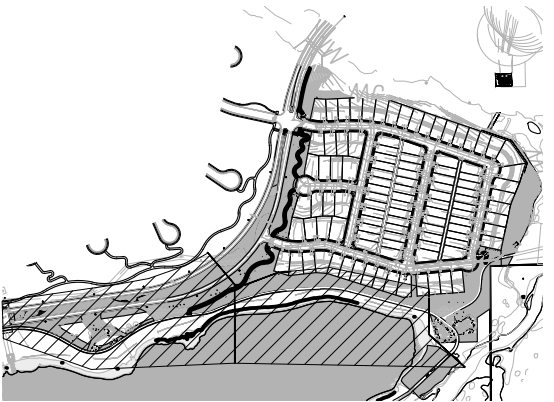
REFER TO SHEET 21 WINDOW

REFER TO SHEET 21 WINDOW B

WINDOW A

WINDOW B

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
Irrigation Plan
Town of Firestone
Weld County
State of Colorado
Sheet 21 of 35



KEY PLAN

DESIGNWORKSHOP

Landscape Architecture • Land Planning
Urban Design • Tourism Planning
Asheville • Aspen • Austin • Denver
Salt Lake City • Lake Tahoe

1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260

WWW.DESIGNWORKSHOP.COM

FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

DW PROJECT NUMBER: 5311

FIRESTONE
INFORMATION BLOCK

BAREFOOT LAKES

IRRIGATION
PLAN

Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	N/A
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	

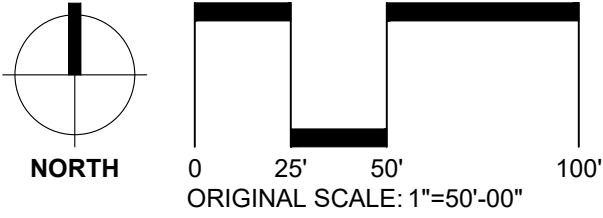
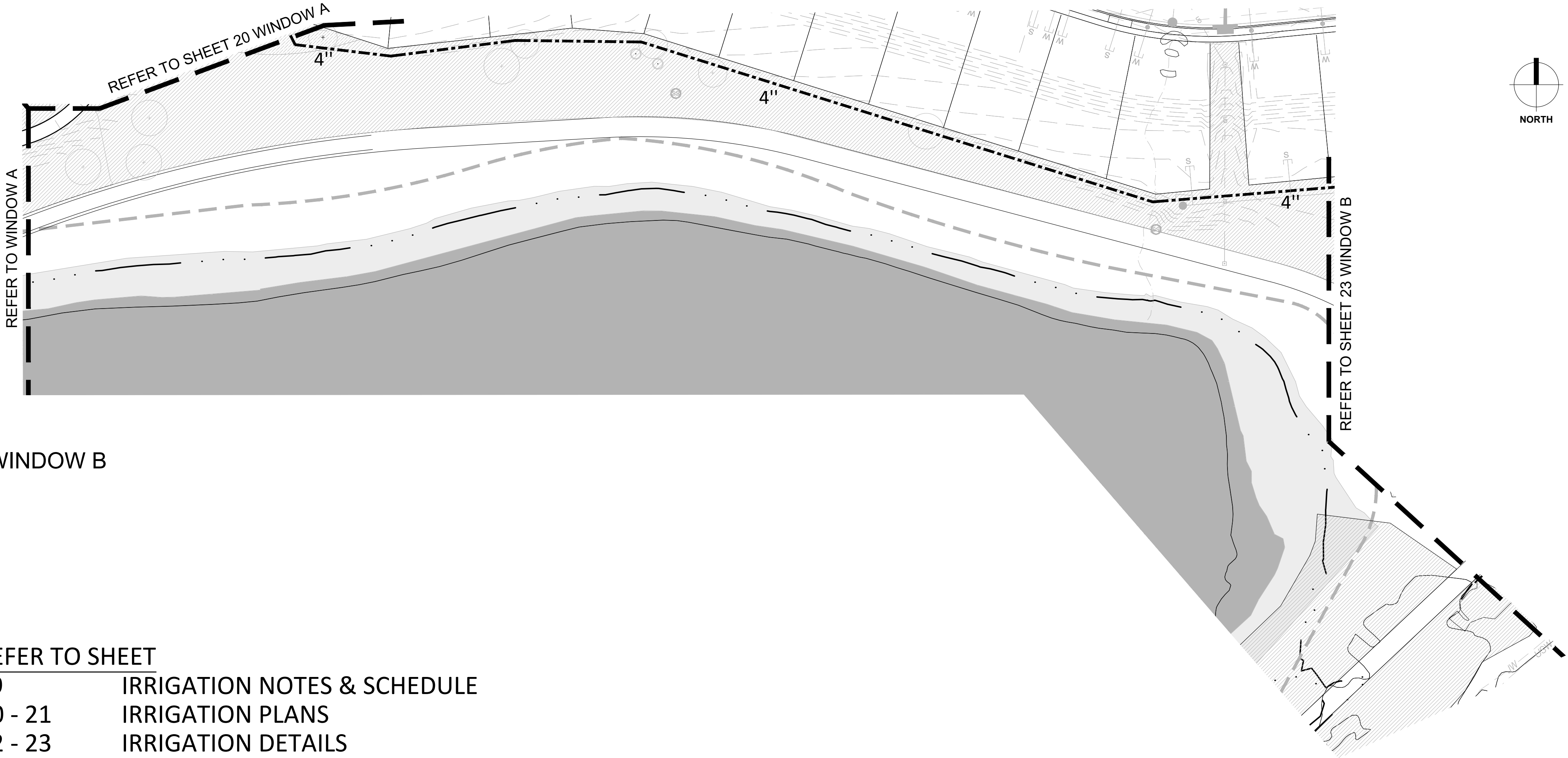
Sheet 21 of 35

© COPYRIGHT DESIGNWORKSHOP, INC.

POINT OF CONNECTION #2

TIE ONTO EXISTING 3" MAINLINE & EXISTING 2-WIRE CABLE (FROM EXISTING CONTROLLER 'G') FROM FILING 2 AT THIS APPROXIMATE LOCATION.

WINDOW A



Know what's below.
Call before you dig.
CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU
DIG, GRADE, OR EXCAVATE FOR THE MARKING OF
UNDERGROUND MEMBER UTILITIES.

HydroSystems-KDI, Inc. Irrigation Consulting
860 Tabor Street, Suite 200
Lakewood, Colorado 80401
303-980-5327
303-980-5384 (fax)

REFER TO SHEET	
19	IRRIGATION NOTES & SCHEDULE
20 - 21	IRRIGATION PLANS
22 - 23	IRRIGATION DETAILS

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
Irrigation Details
Town of Firestone
Weld County
State of Colorado
Sheet 22 of 35

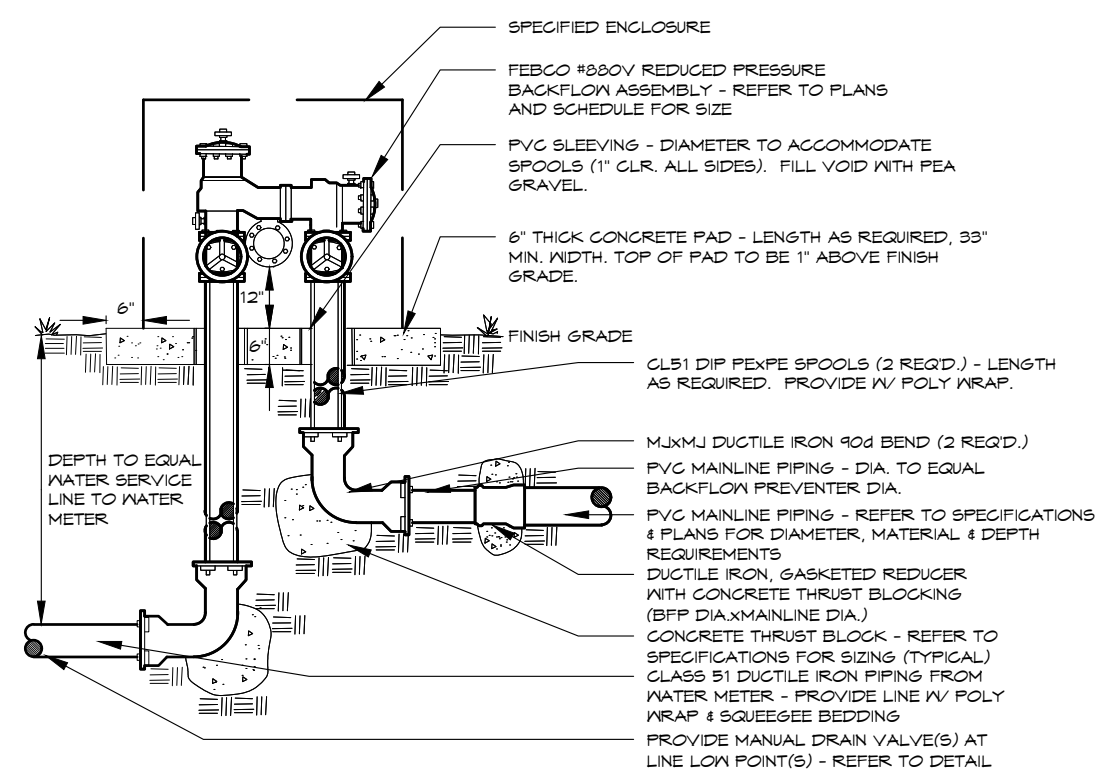
DESIGNWORKSHOP

Landscape Architecture • Land Planning
Urban Design • Tourism Planning
Asheville • Aspen • Austin • Denver
Salt Lake City • Lake Tahoe

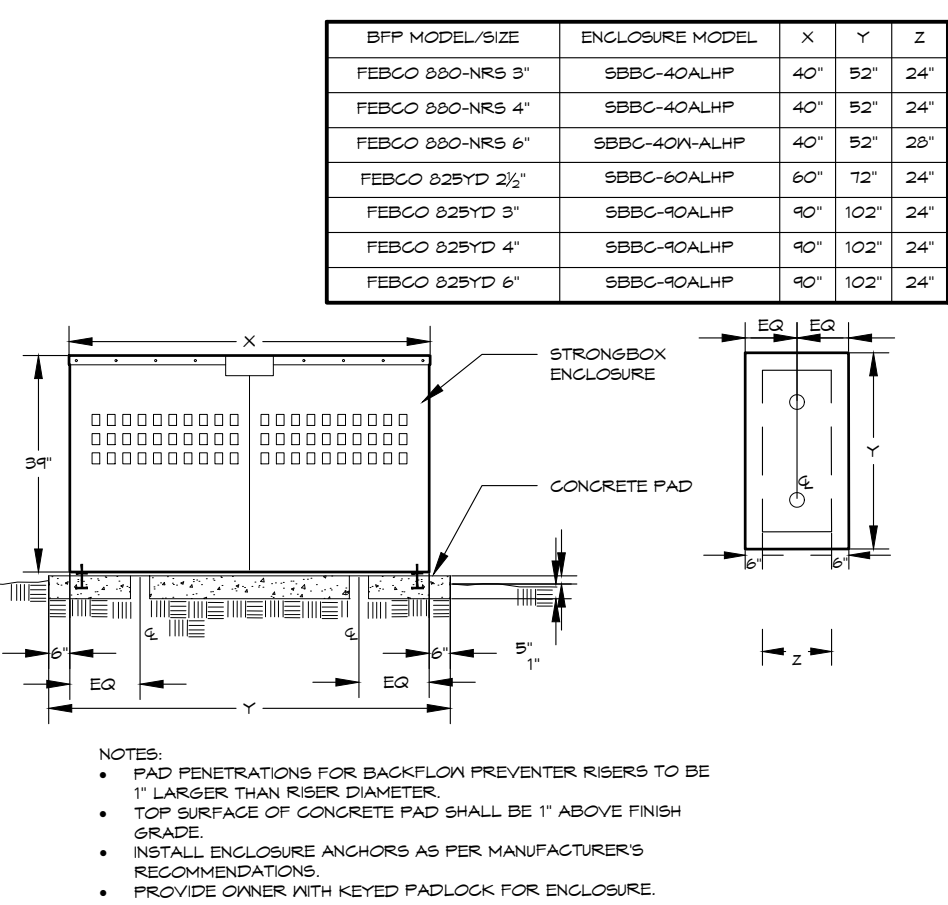
1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260

WWW.DESIGNWORKSHOP.COM

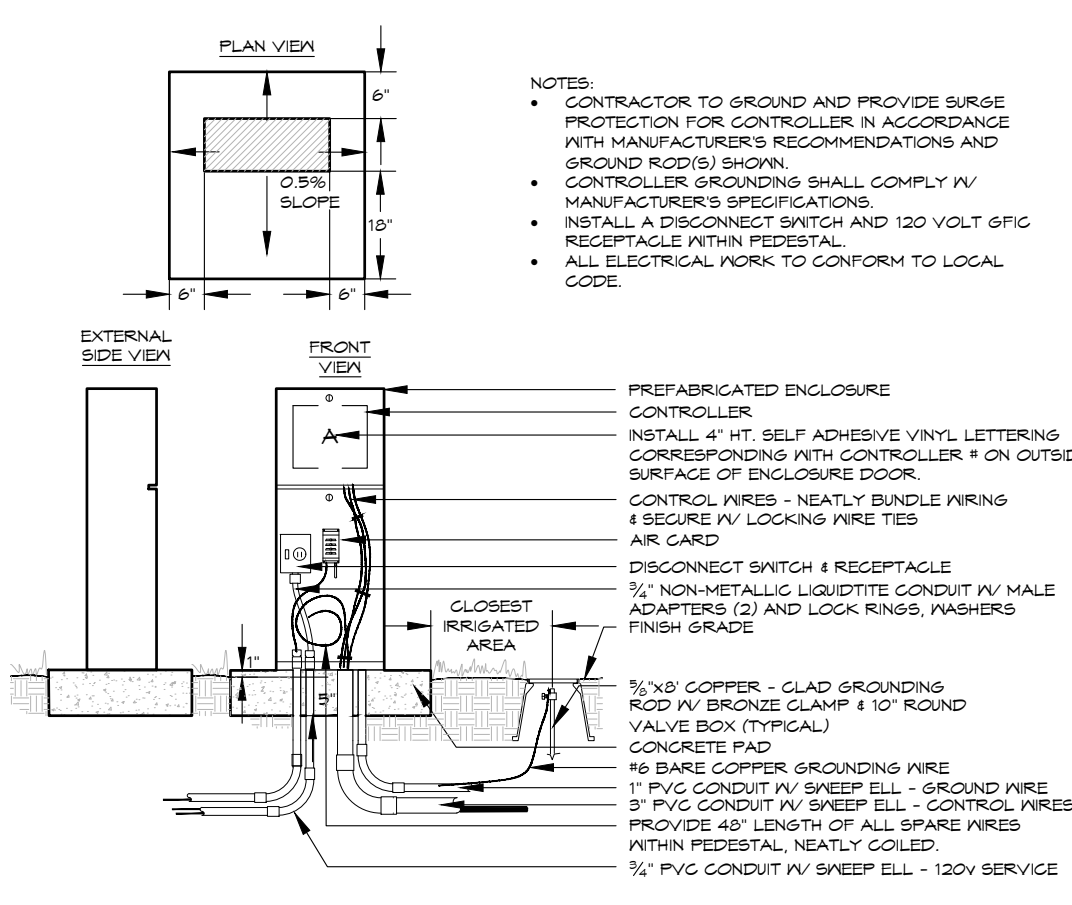
FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO



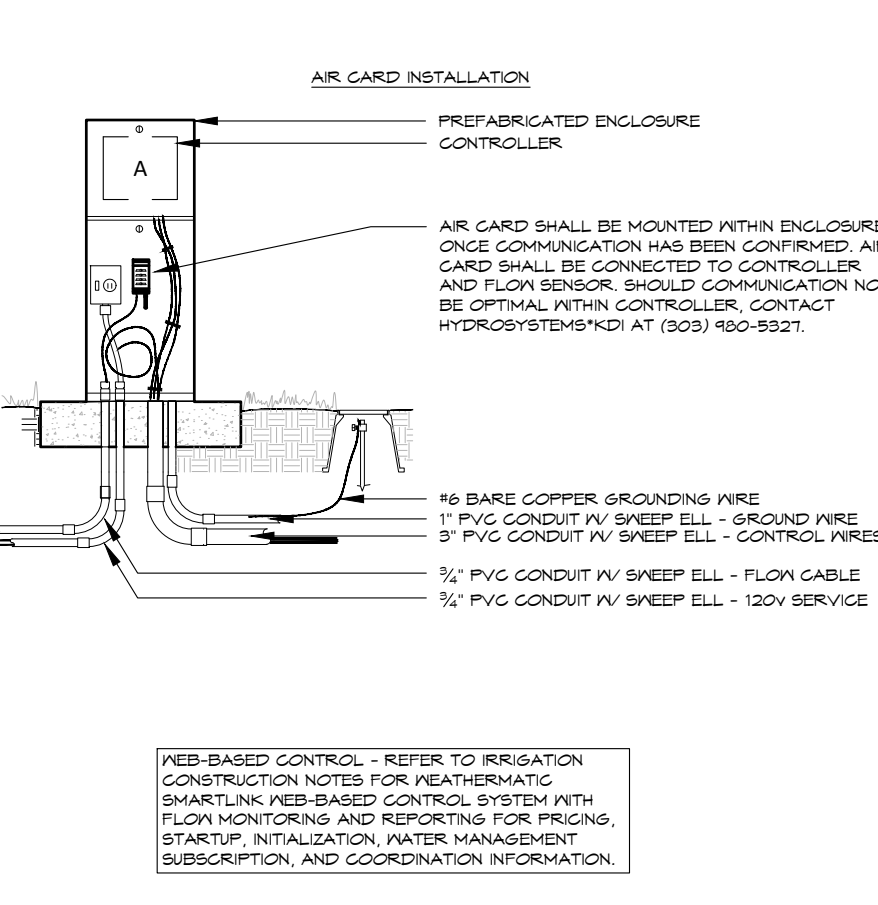
BACKFLOW PREVENTER
3" AND LARGER



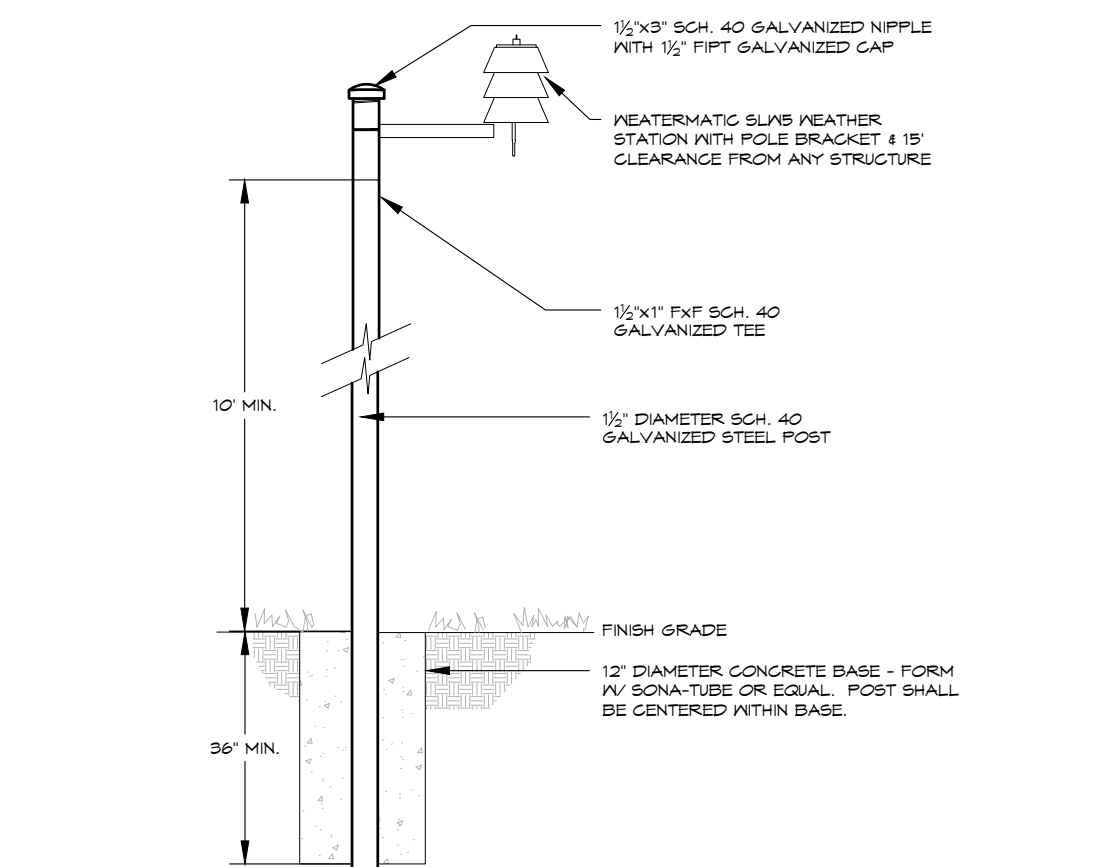
BACKFLOW ENCLOSURE



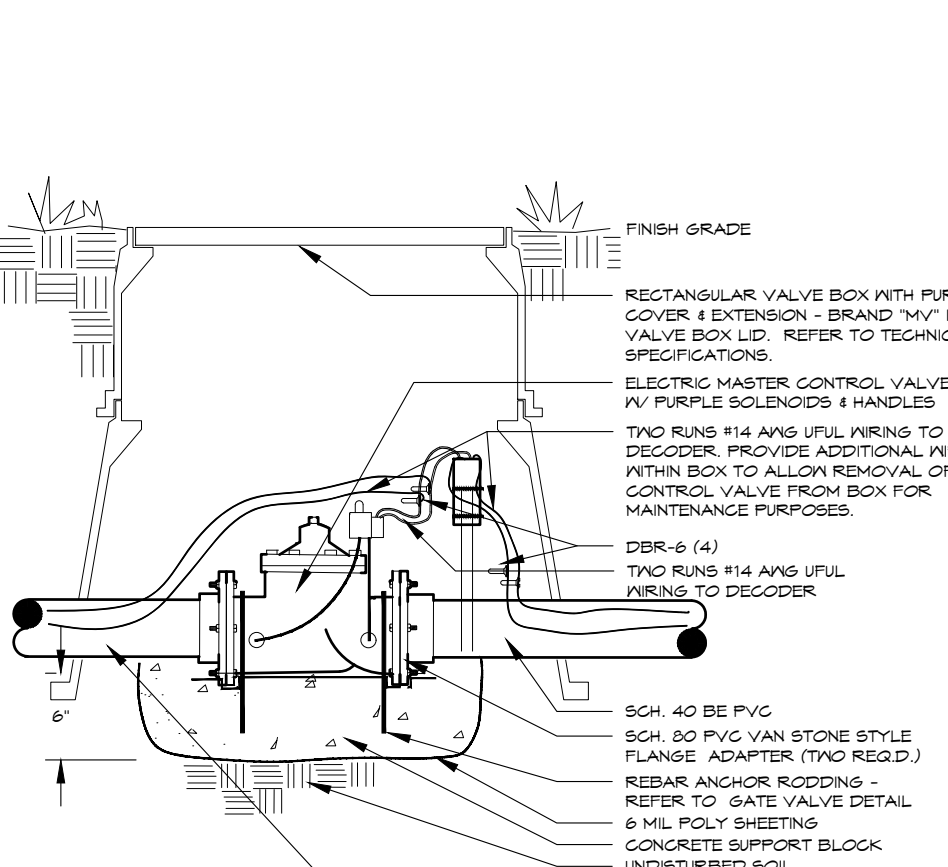
ELECTRIC CONTROLLER
PEDESTAL



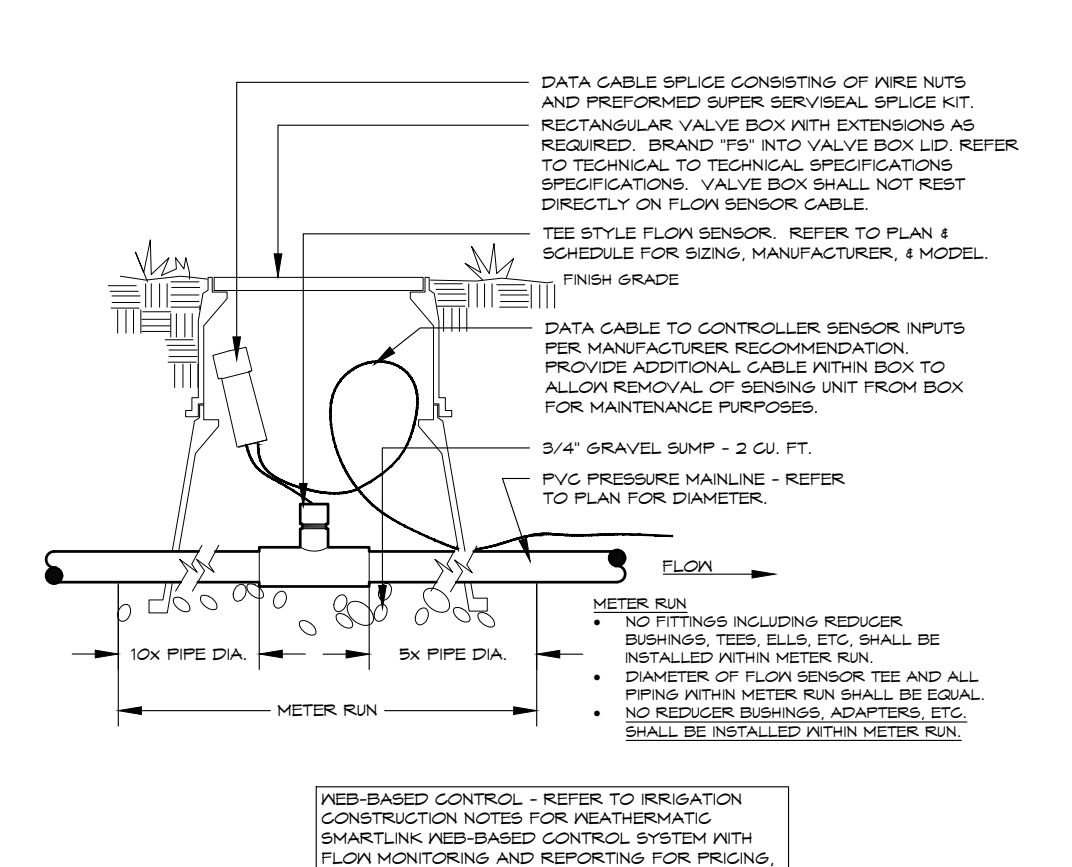
CONTROLLER GROUNDING



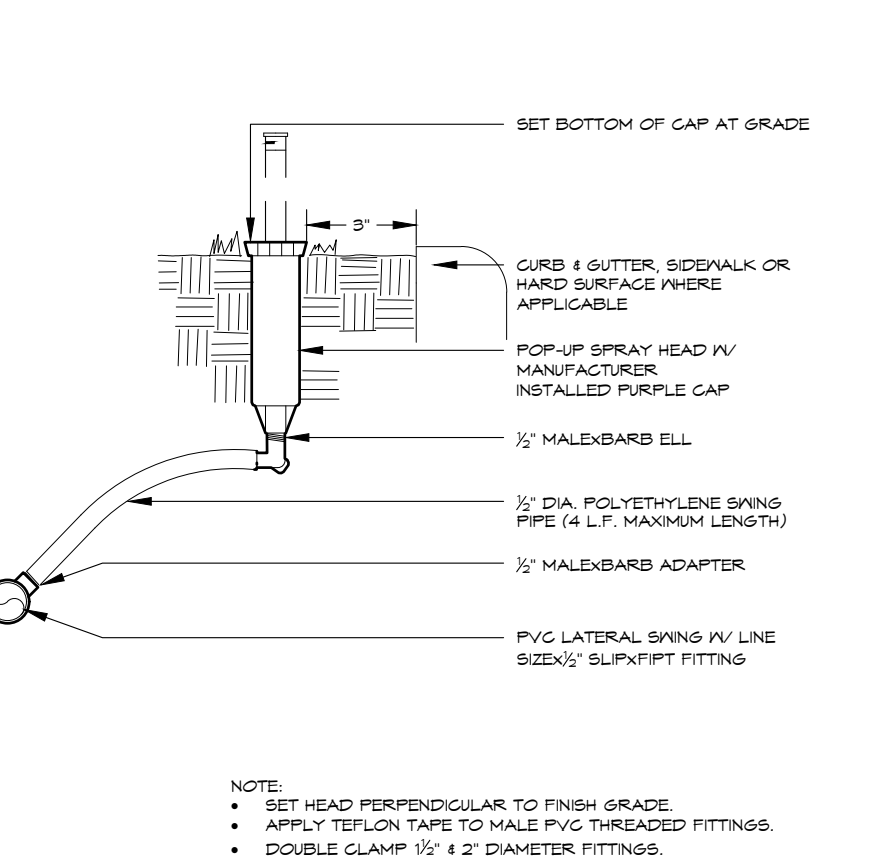
WEATHER SENSOR
Pole Mounted - Wireless



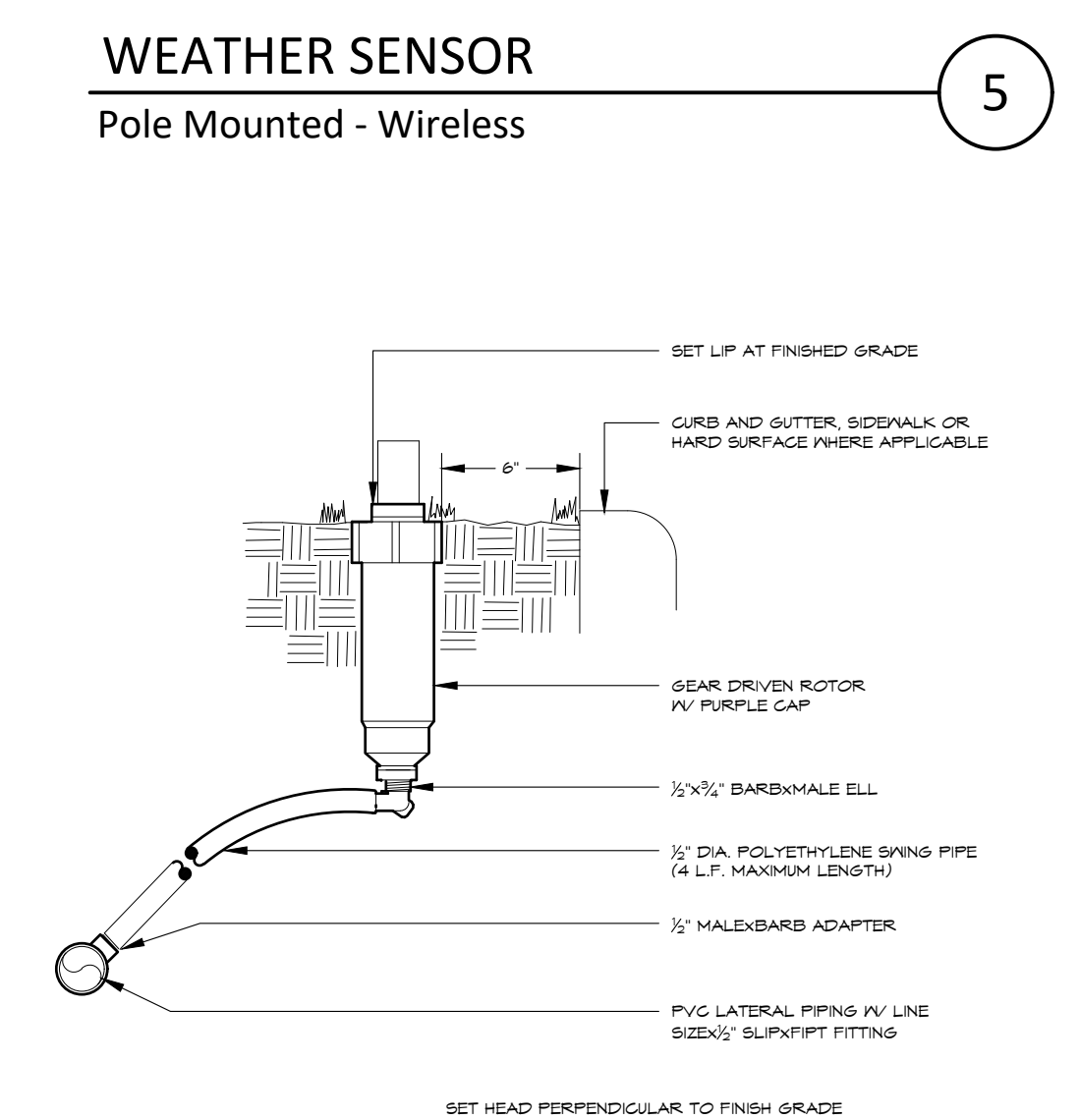
MASTER VALVE
VIA DECODER - 3" & LARGER - NON-POTABLE



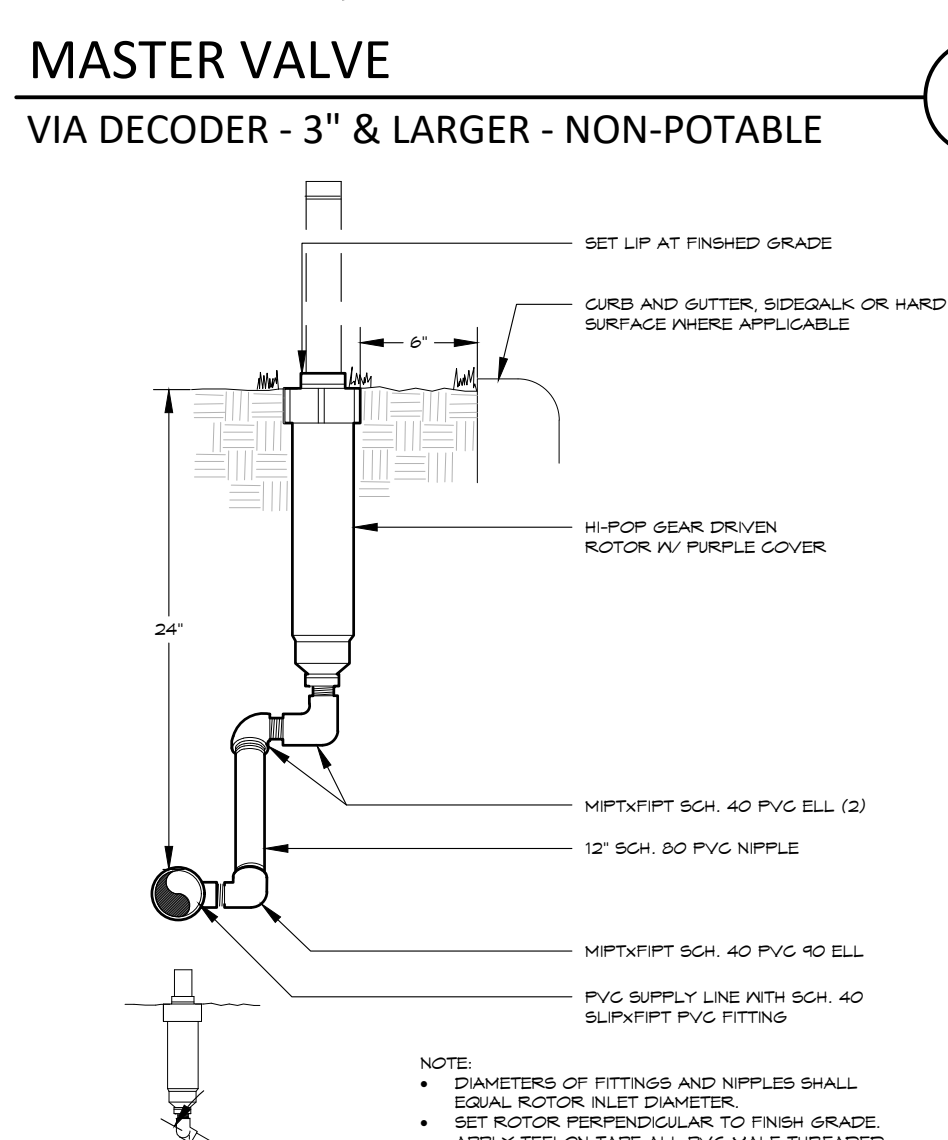
FLOW SENSOR
TEE STYLE



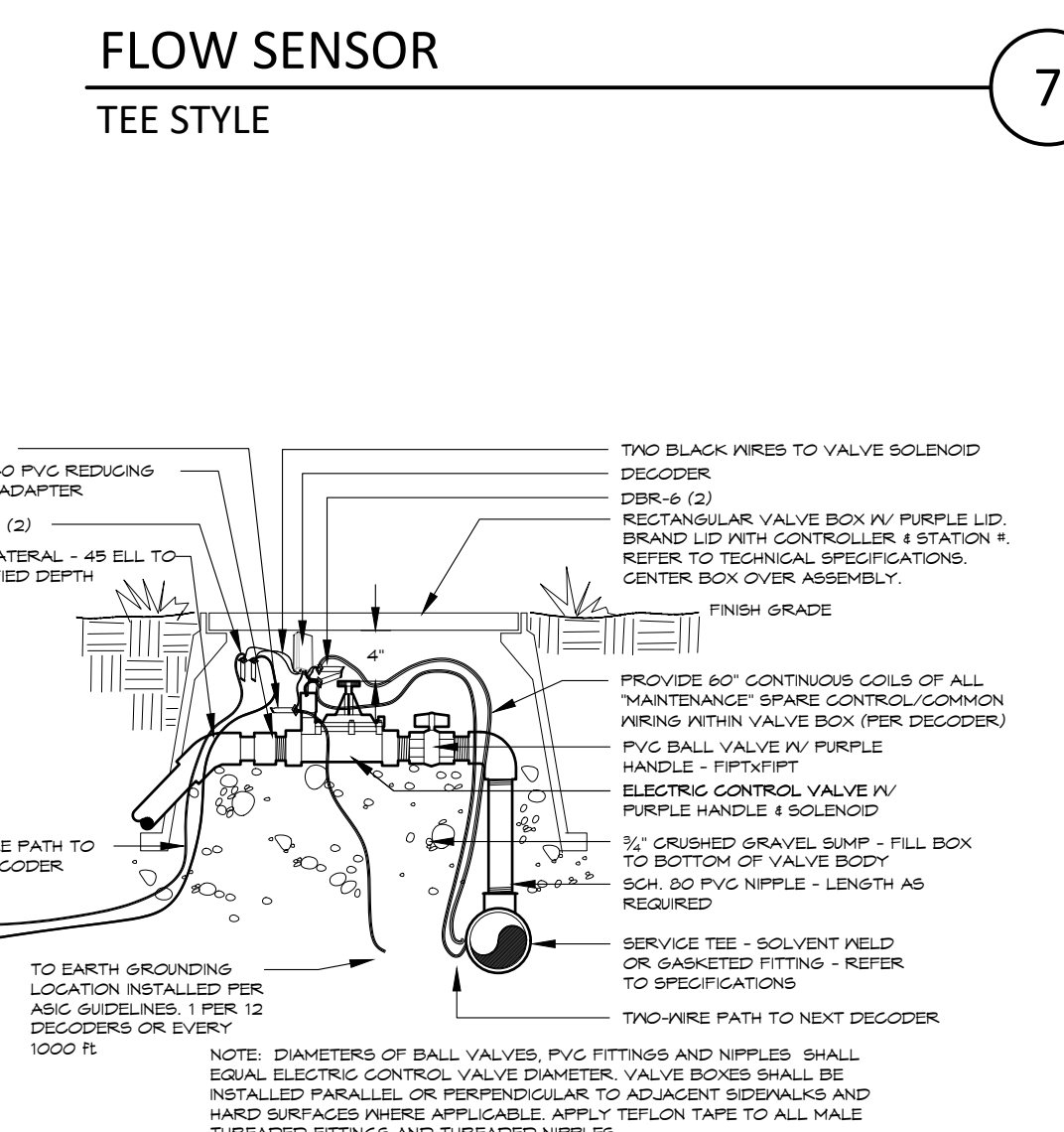
POP-UP SPRAY HEAD



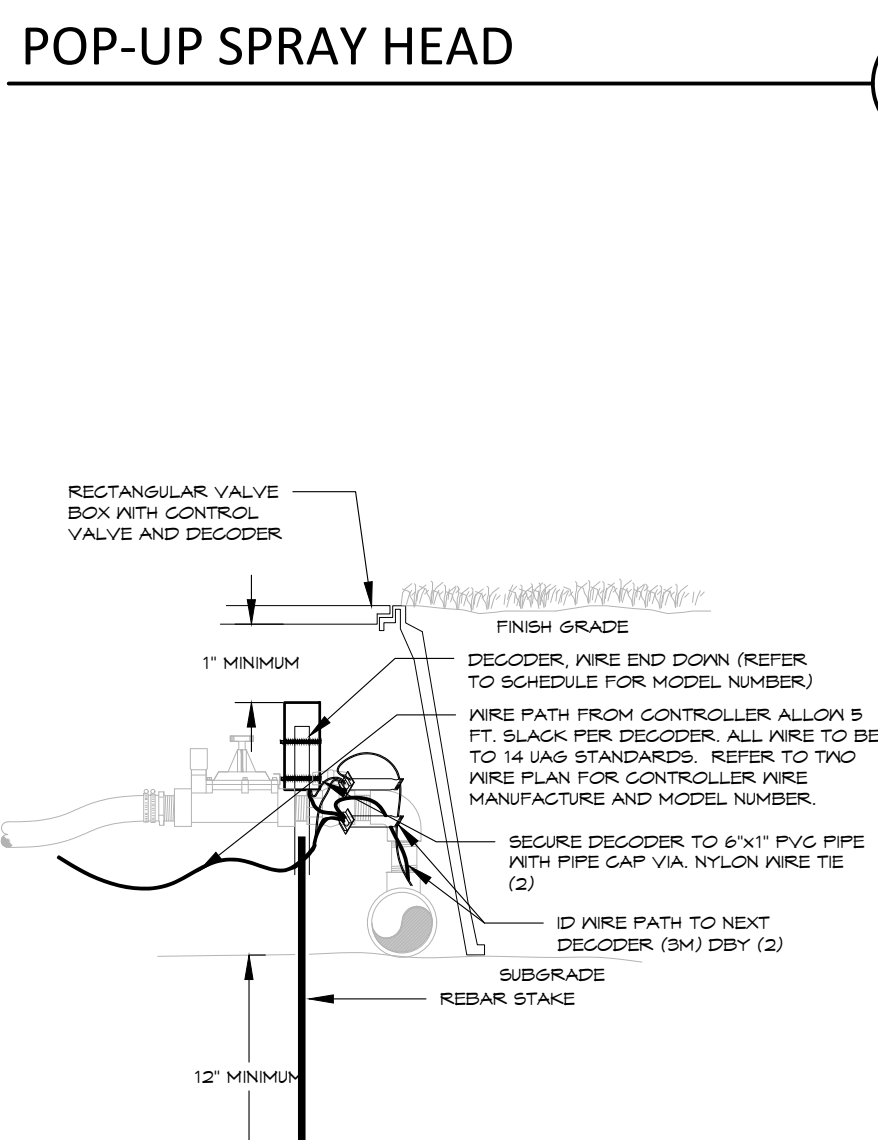
GEAR DRIVEN ROTOR



HI-POP GEAR DRIVEN ROTOR

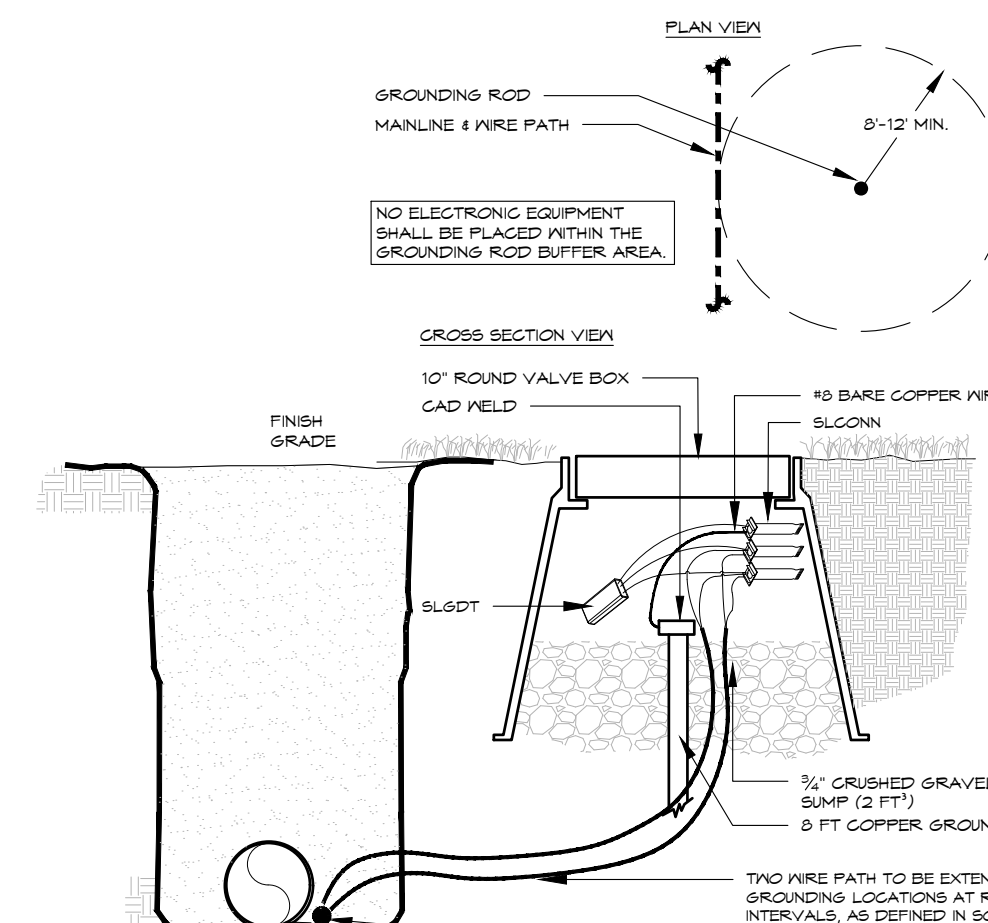


ELECTRIC CONTROL VALVE
TWO WIRE SYSTEM



DECODER INSTALLATION
TWO-WIRE SYSTEM

REFER TO SHEET
19 IRRIGATION NOTES & SCHEDULE
20 - 21 IRRIGATION PLANS
22 - 23 IRRIGATION DETAILS



DECODER GROUNDING
VIA GROUNDING ROD

811
Call before you dig.
Call 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

HydroSystems-KDI, Inc.
860 Tabor Street, Suite 200
Lakeview, Colorado 80401
303-980-5327
303-980-5884 (fax)

DW PROJECT NUMBER: 5311

FIRESTONE
INFORMATION BLOCK

BAREFOOT LAKES

IRRIGATION
DETAILS

Name of application: Barefoot Lakes
Filing No. 3

Type of Submittal: FDP

Filing #: 3

Phase #: N/A

First Submittal: 7.28.2017

Revision 1: 12.20.2017

Revision 2:

Revision 3:

Sheet 22 of 35

© COPYRIGHT DESIGNWORKSHOP, INC.

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
Irrigation Details
Town of Firestone
Weld County
State of Colorado
Sheet 23 of 35

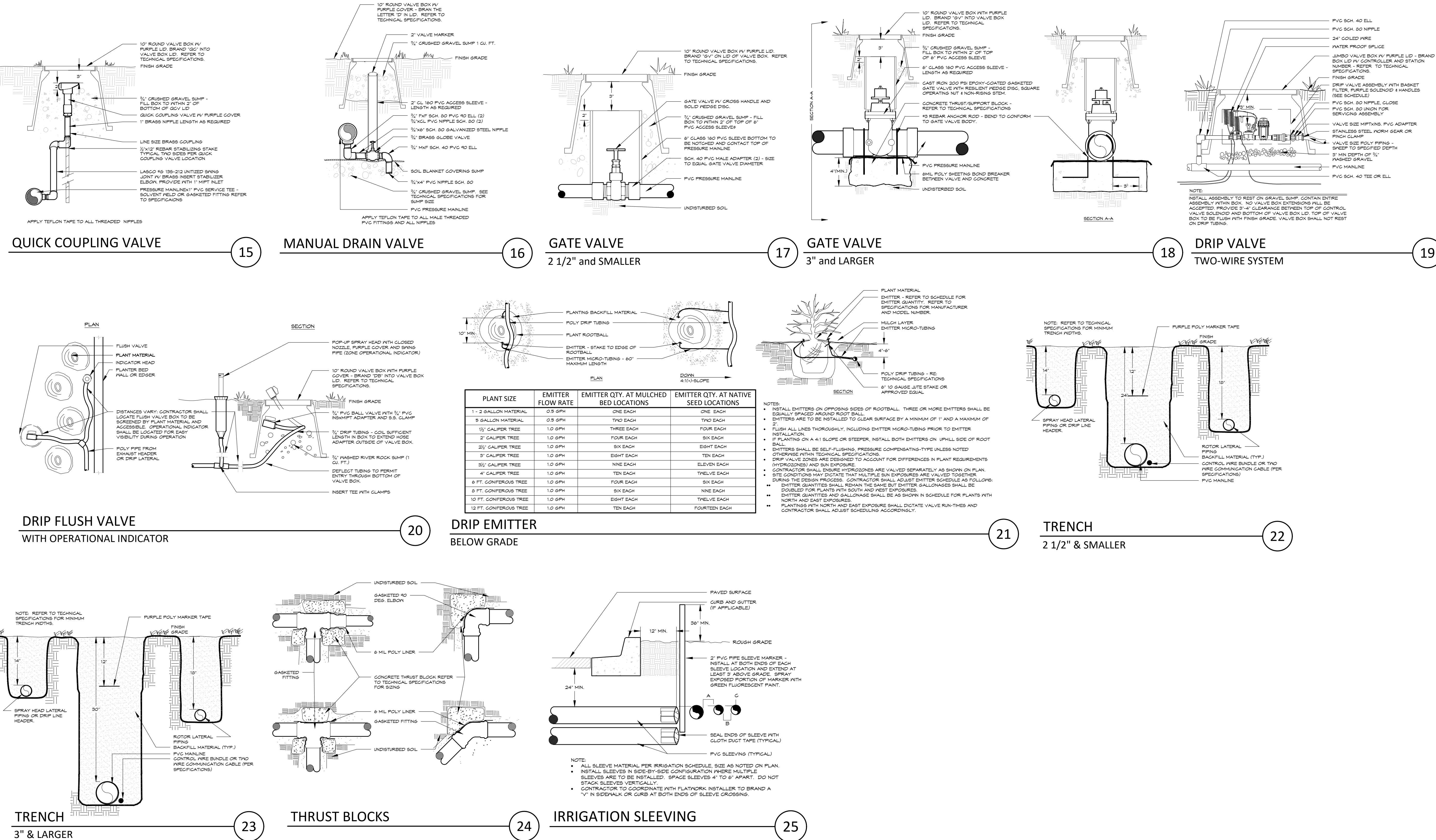
DESIGNWORKSHOP

Landscape Architecture • Land Planning
Urban Design • Tourism Planning
Asheville • Aspen • Austin • Denver
Salt Lake City • Lake Tahoe

1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260

WWW.DESIGNWORKSHOP.COM

FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO



REFER TO SHEET

19 IRRIGATION NOTES & SCHEDULE

20 - 21 IRRIGATION PLANS

22 - 23 IRRIGATION DETAILS

811
Call before you dig.
CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU
DIG, GRADE, OR EXCAVATE FOR THE MARKING OF
UNDERGROUND MEMBER UTILITIES.

HydroSystems-KDI, Inc.
860 Tabor Street, Suite 200
Littleton, Colorado 80120
303-980-5327
303-980-5384 (fax)

DW PROJECT NUMBER: 5311

FIRESTONE
INFORMATION BLOCK

BAREFOOT LAKES

IRRIGATION
DETAILS

Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	N/A
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	
Sheet 23 of 35	

© COPYRIGHT DESIGNWORKSHOP, INC.

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
FENCING PLAN AND STANDARDS
Town of Firestone
Weld County
State of Colorado
Sheet 25 of 36



KEY PLAN

SITE KEYNOTES:

DETAIL / SHEET	RELATED DETAIL(S)
6.0 RAILINGS, BARRIERS AND FENCING	
6.1 (Not Used)	2 / 26 1 / 26
6.2 Fence Type 1 - Open	3 / 26 1 / 26, 2 / 26
Gate Retrofit in Fence Type 1 - Open	1 / 27 1 / 26, 2 / 26
6.3 Fence Type 2 - Open with Cross Tie	2 / 27 1 / 26, 3 / 27
6.4 Fence Type 3 - Privacy	3 / 27 1 / 26, 2 / 27
Gate Retrofit in Fence Type 3 - Privacy	1 / 28 2, 3, 4 / 28
Residential Fence Type 1 - Open	2 / 28 1, 3, 4 / 28
Residential Fence Type 3 - Privacy	3 / 28 1, 2, 4 / 28

FENCING REFERENCE NOTES

- Center Post to Lot lines
- Starting from Lot lines, install fence type as indicated in 9' segments.
- Locate Segments not equal to 9' as indicated. Where not possible to make up the difference in a single segment, split equally among two or three segments.
- Step down at end segment as shown in Keynote 6.2.

SYMBOL LEGEND

	Fence Type 1 - Open	6.2
	Fence Type 2 - Open with Cross-Tie	6.3
	Fence Type 3 - Privacy	6.4

FENCE STANDARDS

General Principles

Firestone's rules and regulations for fences shall be in full force and effect unless specifically superseded by more stringent criteria herein.

Fence Construction Permits are required to be obtained from the Town for all fencing.

All fencing in the FDP is outside of the Town's Public right-of-way. Any fencing proposed in the Town's Public right-of-way must be approved in writing by the Town's Engineer, and a license agreement obtained from the Town.

Fence Types

There are two types of fences: perimeter and residential. The St. Vrain Lakes Metropolitan District No. 1 (SVLMD) shall own and maintain all perimeter fencing. Perimeter fencing is located within public spaces/tracts, typically to provide separation from adjacent lots. Residential fencing is located between private lots, and is similar in quality and detailing to the perimeter fencing, but smaller in scale.

Fence types include an "open rail" fence type made of wood that may have a dark stain. The "privacy" fence type features horizontal slats that align with the open rail sections, but provide a more solid separation. The third fence type embellishes the open rail fence type with a pair of crossed steel rods. There will be a square mesh infill on the open rail type to match the gabion basket walls of the monuments. The open rail and privacy sections are strategically alternated to avoid monotony along continuous runs without looking haphazard.

Fence Standards

Fences will comply with the following standards:

- Wing fences (fences that separate a lot's front yard from rear yard) must be a minimum of six feet behind the front face of the structure and a minimum of six feet behind the edge of a porch that wraps around the corner of the structure. At Corner lots, these indicated six foot dimensions shall be increased to ten feet.
- Side yard fencing between residential lots may not extend past the wing fence unless it connects to an adjacent wing fence closer to the street. Side yard fencing between residential lots may not extend past the wing fence closest to the street. Side yard fencing between a residential lot and a tract may extend partly beyond wing fence and step down as indicated on Sheet 25. Fenced-in front yards are prohibited.
- Where a fence exists a second fence may not be installed along the same property edge, as determined by the Town; there shall be only one fence separating two private lots and/or tracts. Where a fence exists, a parallel fence, as determined by the Town, may not be installed within 10-feet of the existing fence.
- The preservative treatment for all fences shall be applied to new sections of fence after all installation, repair and replacement work is completed. The wood material, finish, stain, and sealant for fences, whether new fencing or repairs to existing fencing, by private residents or by SVLMD, must match the original fencing as described in this FDP.
- The Barefoot Lakes approved fencing dimensions and materials shall be as described in the associated details on Sheets 26 through 28.
- Gates
 - A gate must be installed in the wing fence between a residence and a garage.
 - Gates are permitted to be retrofitted in the tract fencing, as long as the materials and construction conform to the associated details on Sheets 26 through 28. The preservative treatment must be applied so the gate matches the existing tract fencing.
 - Open gates may not obstruct the sidewalk or encroach on neighboring property.
- Preservative treatment:** The wood components of the fence shall not be stained or painted, but may be treated with one of the following product types per the manufacturer's recommendations. These treatments provide a natural, rustic-weathered appearance that enhances the life of the wood.
 - LifeTime® Wood Treatment,
 - Manufactured by Valhalla Wood Preservatives Ltd, www.valhalco.com
 - Color: Clear
 - Eco Wood Treatment
 - Manufactured by Int. Eco Wood Treatment, <http://ecowoodtreatment.com/index>
 - Color: Clear



DESIGNWORKSHOP

Landscape Architecture • Land Planning
Urban Design • Tourism Planning
Asheville • Aspen • Austin • Denver
Salt Lake City • Lake Tahoe

1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260

WWW.DESIGNWORKSHOP.COM

FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

DW PROJECT NUMBER: 5311

FIRESTONE
INFORMATION BLOCK

BAREFOOT LAKES

FENCING PLAN
AND STANDARDS

Name of application: Barefoot Lakes Filing No. 3

Type of Submittal: FDP

Filing #: 3

Phase #: N/A

First Submittal: 7.28.2017

Revision 1: 12.20.2017

Revision 2:

Revision 3:

Sheet 25 of 36

©COPYRIGHT DESIGNWORKSHOP, INC.

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
FENCING DETAILS
Town of Firestone
Weld County
State of Colorado
Sheet 26 of 36

SITE KEYNOTES:

6.0 RAILINGS, BARRIERS AND FENCING			
6.1	(Not Used)		
6.2	Fence Type 1 - Open	2 / 26	1 / 26
	Gate Retrofit in Fence Type 1 - Open	3 / 26	1 / 26, 2 / 26
6.3	Fence Type 2 - Open with Crosstie	1 / 27	1 / 26, 2 / 26
6.4	Fence Type 3 - Privacy	2 / 27	1 / 26, 3 / 27
	Gate Retrofit in Fence Type 3 - Privacy	1 / 27	1 / 26, 2 / 27
	Residential Fence Type 1 - Open	1 / 28	2, 3, 4 / 28
	Residential Fence Type 3 - Privacy	2 / 28	1, 3, 4 / 28
	Residential Fence Gates	3 / 28	1, 2, 4 / 28

DESIGNWORKSHOP

Landscape Architecture • Land Planning
Urban Design • Tourism Planning
Asheville • Aspen • Austin • Denver
Salt Lake City • Lake Tahoe

1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260

WWW.DESIGNWORKSHOP.COM

**FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3**

**TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO**

DW PROJECT NUMBER: 5311

FIRESTONE

BAREFOOT LAKES

FENCING DETAILS

Name of application:	Barefoot Lakes Filing No. 3
----------------------	--------------------------------

Type of	EDP
---------	-----

Filing #:	3
-----------	---

Phase #:

First Submittal:	7.28.2017
------------------	-----------

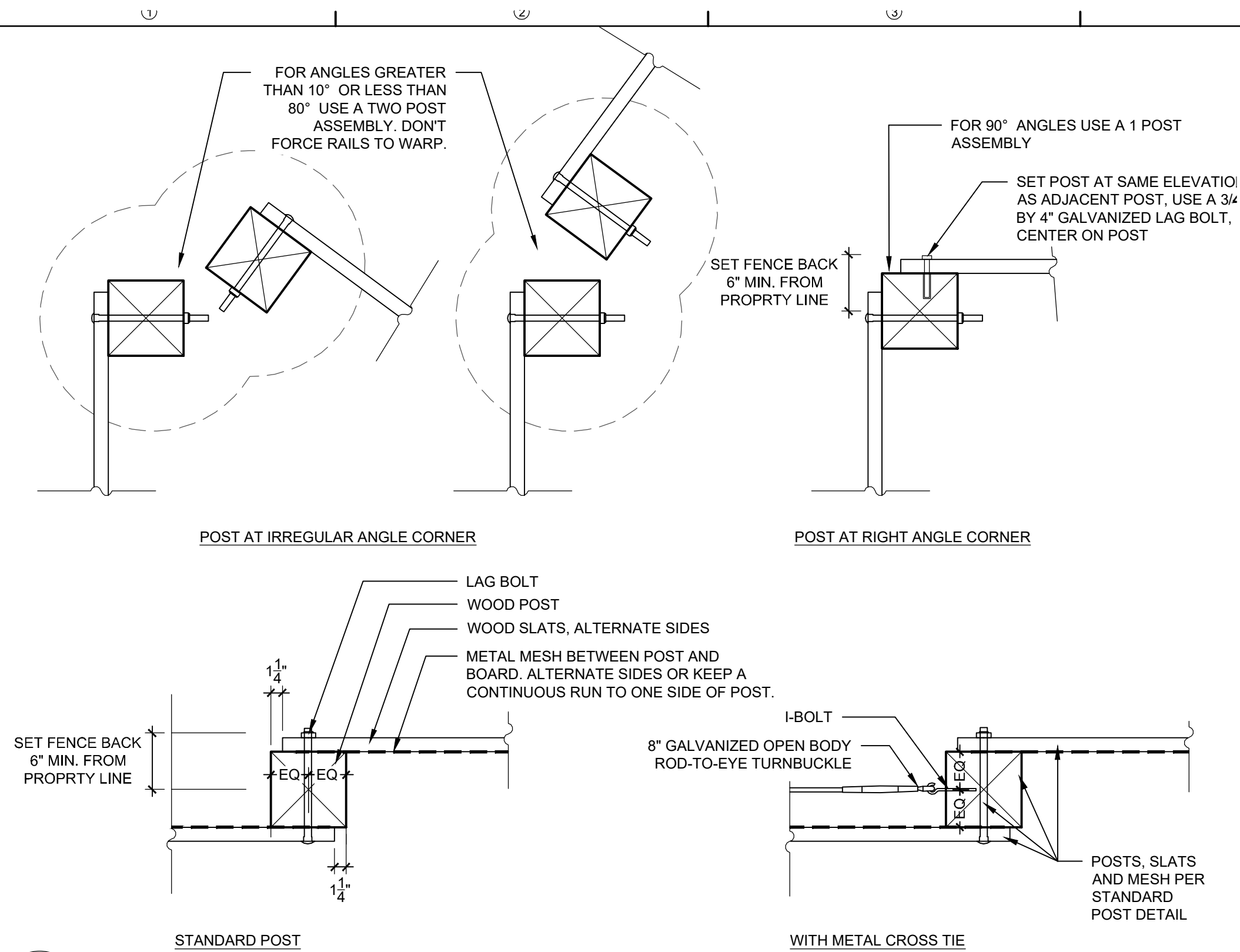
Revision 1:	12.20.2017
-------------	------------

Revision 2:

Revision 3:

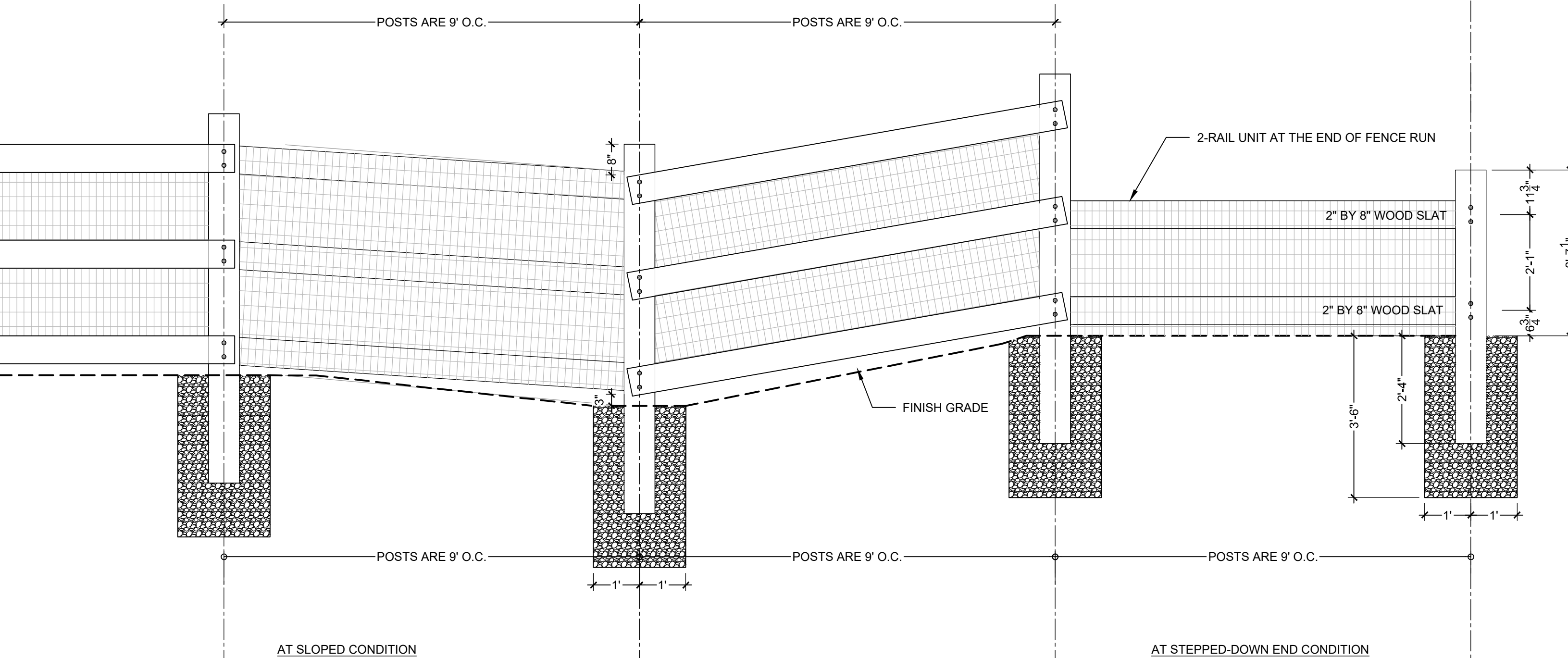
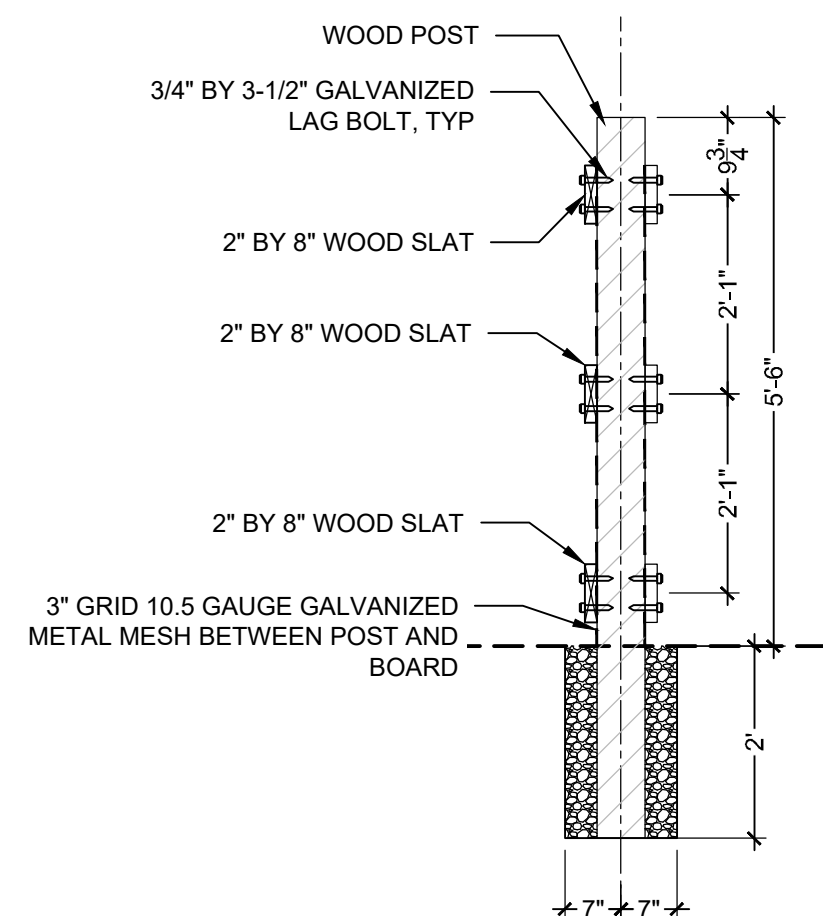
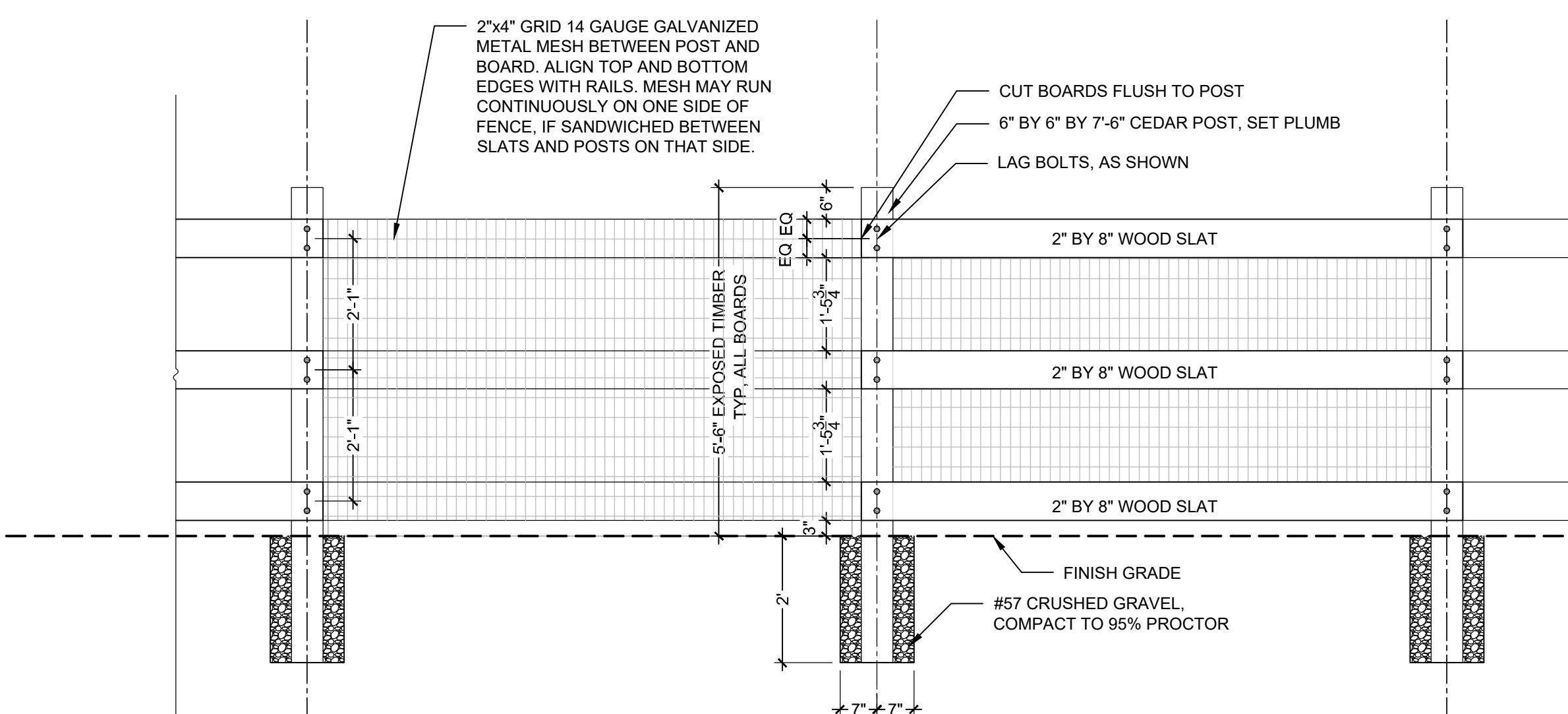
Sheet 26 of 36

© COPYRIGHT DESIGNWORKSHOP, INC.



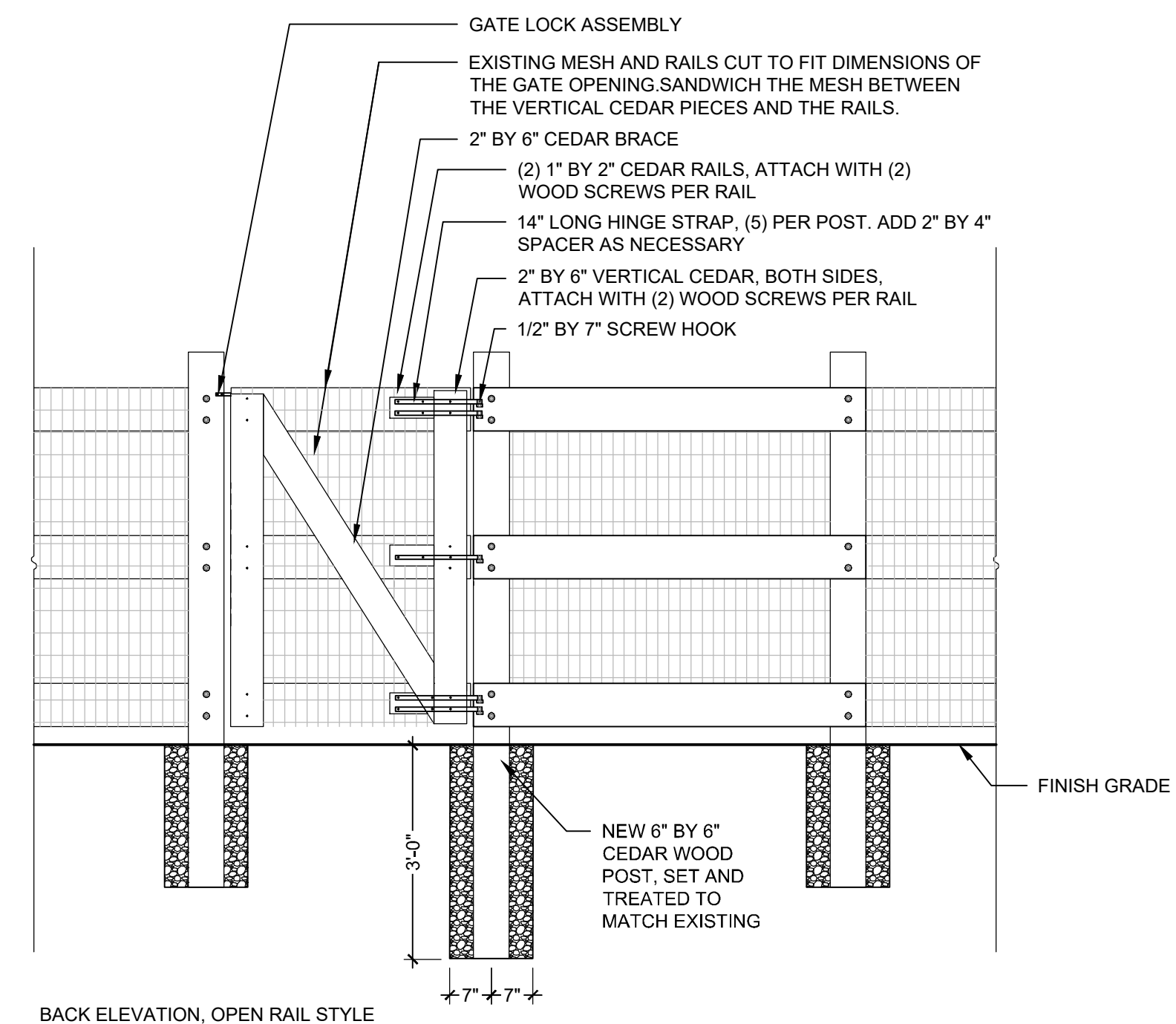
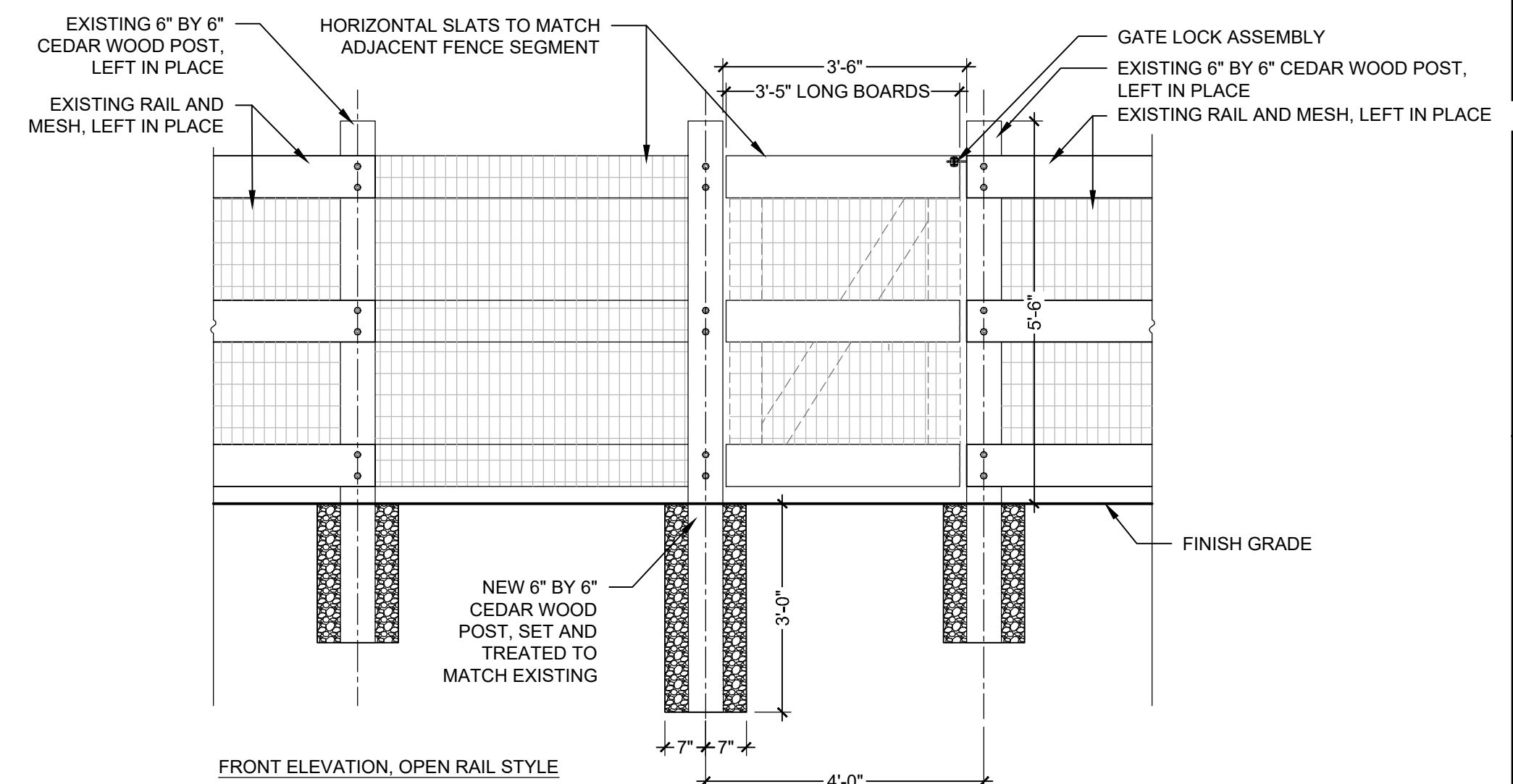
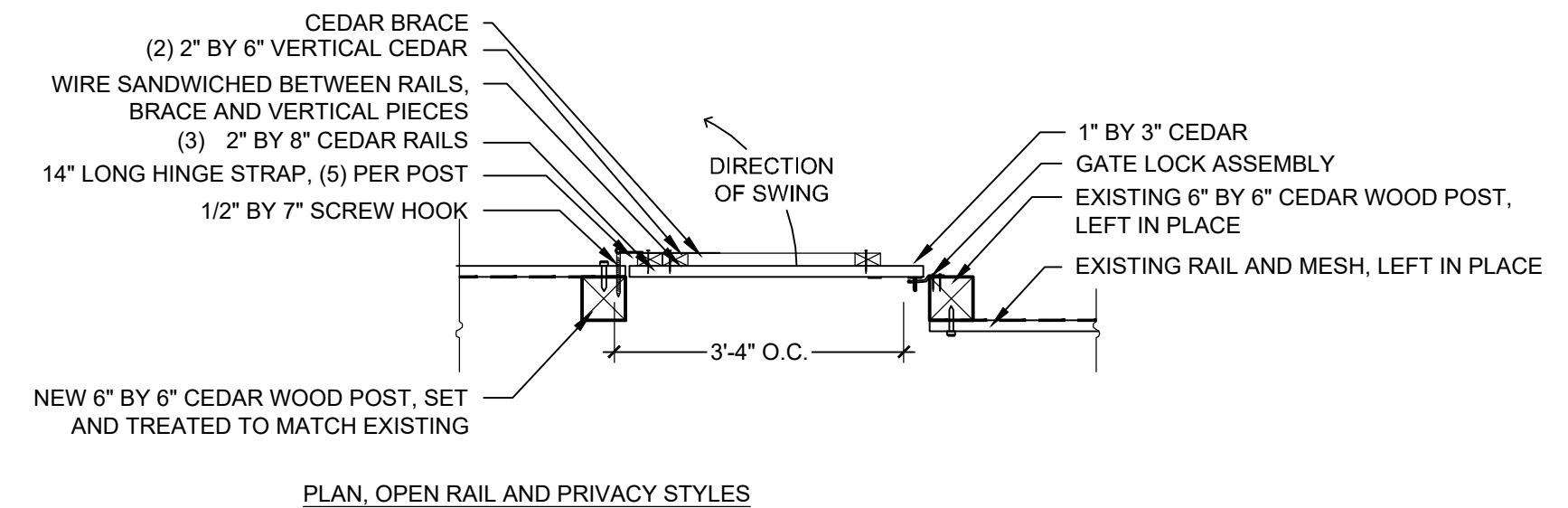
1 TYPICAL POST CONNECTIONS

SCALE: 1" = 1'



2 FENCE TYPE 1 - OPEN

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



GATE RETROFIT AT EXISTING TRACT FENCE TYPE 1 - OPEN RAIL

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

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
FENCING DETAILS
Town of Firestone
Weld County
State of Colorado
Sheet 27 of 36

SITE KEYNOTES:

6.0	RAILINGS, BARRIERS AND FENCING	DETAIL / SHEET	RELATED DETAIL(S)
6.1	(Not Used)	2 / 26	1 / 26
6.2	Fence Type 1 - Open	3 / 26	1 / 26, 2 / 26
	Gate Retrofit in Fence Type 1 - Open	1 / 27	1 / 26, 2 / 26
6.3	Fence Type 2 - Open with Cross-tie	2 / 27	1 / 26, 3 / 27
6.4	Fence Type 3 - Privacy	3 / 27	1 / 26, 2 / 27
	Gate Retrofit in Fence Type 3 - Privacy	1 / 28	2, 3, 4 / 28
	Residential Fence Type 1 - Open	2 / 28	1, 3, 4 / 28
	Residential Fence Type 3 - Privacy	3 / 28	1, 2, 4 / 28

DESIGNWORKSHOP

Landscape Architecture • Land Planning
Urban Design • Tourism Planning
Asheville • Aspen • Austin • Denver
Salt Lake City • Lake Tahoe

1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260

WWW.DESIGNWORKSHOP.COM

FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

DW PROJECT NUMBER: 5311

FIRESTONE
INFORMATION BLOCK

BAREFOOT LAKES

FENCING
DETAILS

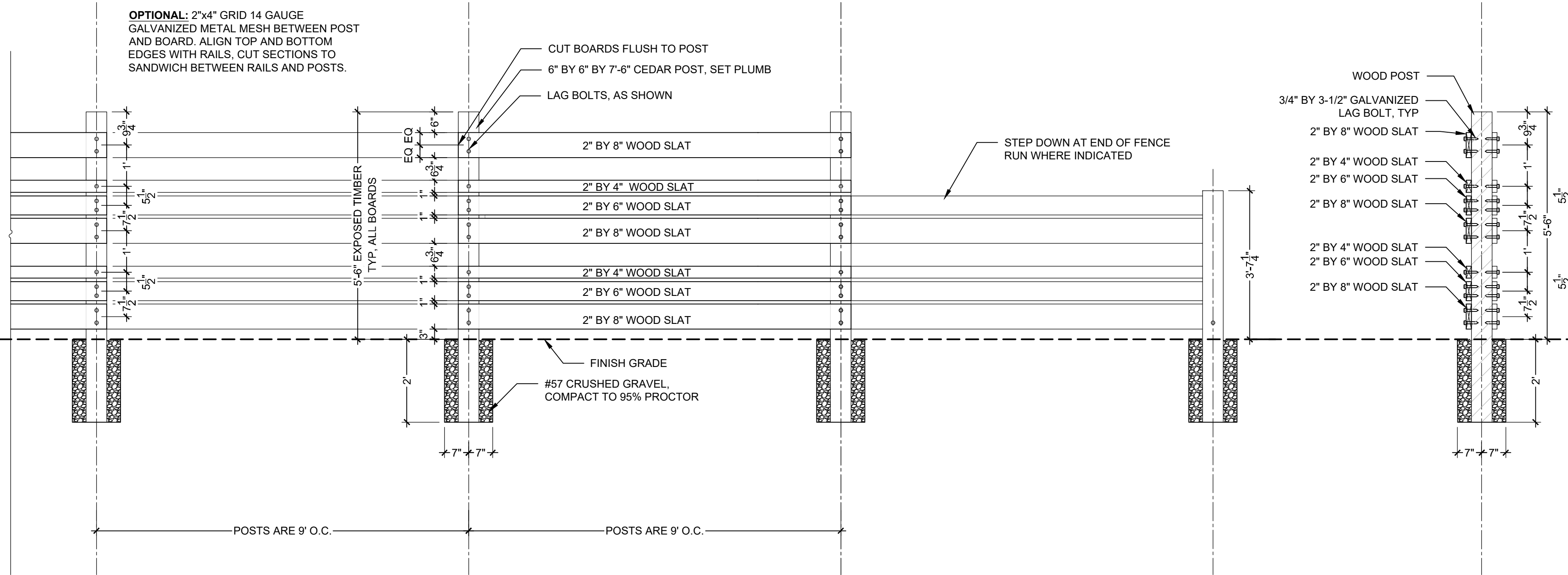
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	N/A
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	

Sheet 27 of 36

© COPYRIGHT DESIGNWORKSHOP, INC.

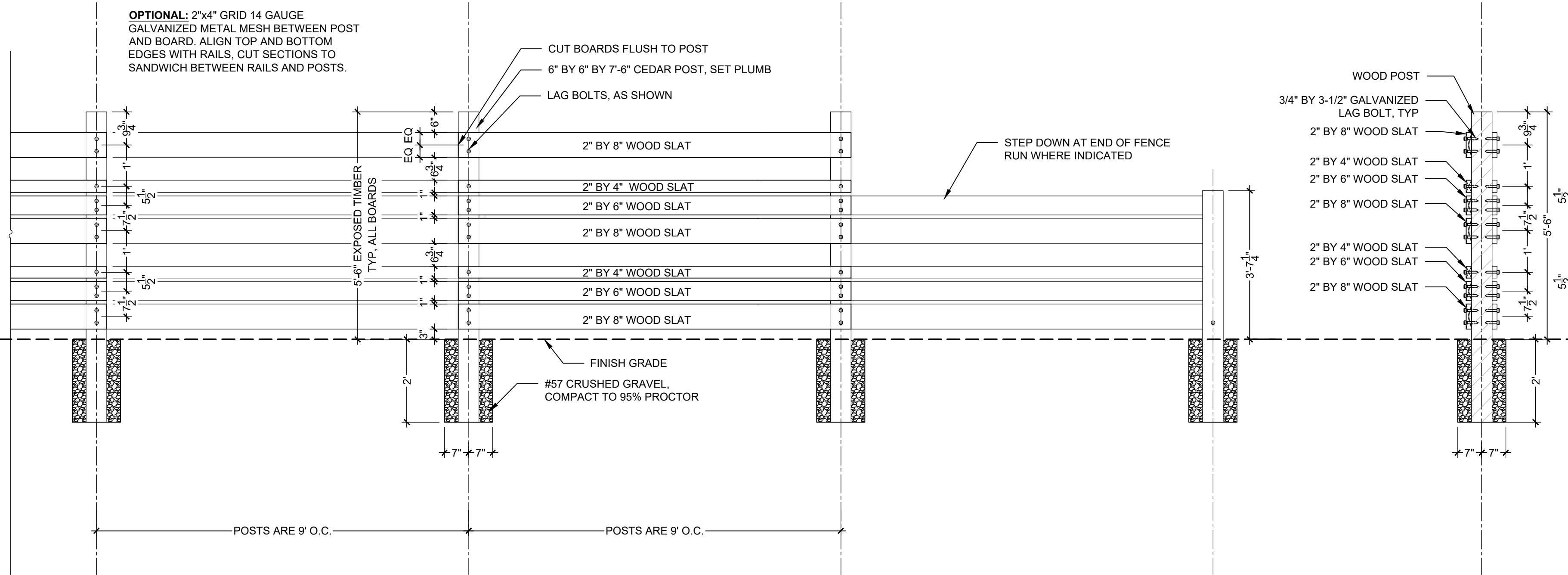
1 FENCE TYPE 2 - OPEN WITH CROSS-TIE

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



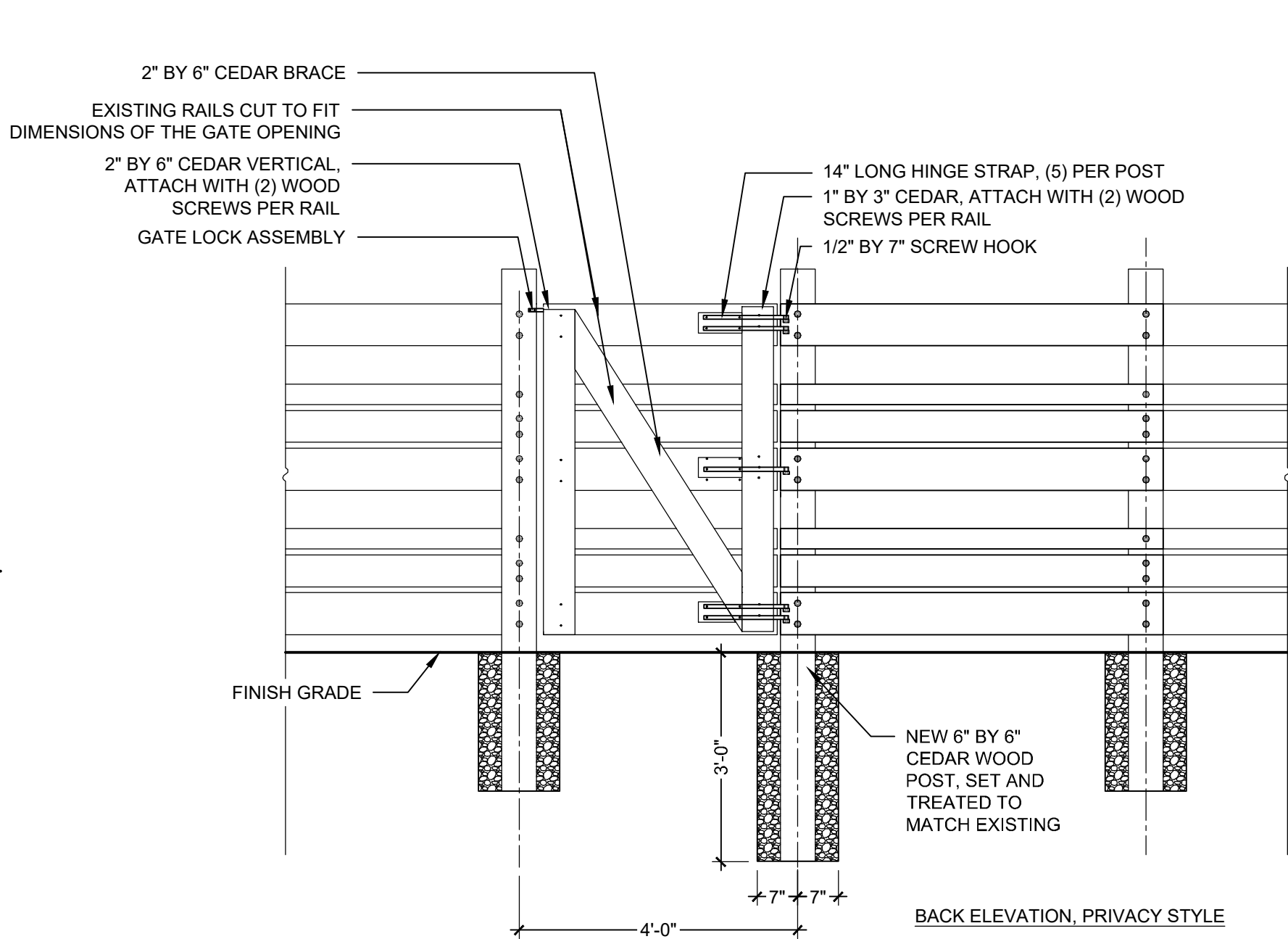
2 FENCE TYPE 3 - PRIVACY

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



3 GATE RETROFIT AT EXISTING TRACT FENCE TYPE 3 - PRIVACY

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



Final Development Plan
Barefoot Lakes Filing No. 2
Planned Unit Development
FENCING DETAILS
Town of Firestone
Weld County
State of Colorado
Sheet 28 of 36

SITE KEYNOTES:

6.0 RAILINGS, BARRIERS AND FENCING

DETAIL / SHEET	RELATED DETAIL(S)
6.1 (Not Used)	2 / 26 1 / 26
6.2 Fence Type 1 - Open	3 / 26 1 / 26, 2 / 26
Gate Retrofit in Fence Type 1 - Open	1 / 27 1 / 26, 2 / 26
6.3 Fence Type 2 - Open with Crosslie	2 / 27 1 / 26, 3 / 27
6.4 Fence Type 3 - Privacy	3 / 27 1 / 26, 2 / 27
Gate Retrofit in Fence Type 3 - Privacy	1 / 28 2, 3, 4 / 28
Residential Fence Type 1 - Open	2 / 28 1, 3, 4 / 28
Residential Fence Type 3 - Privacy	3 / 28 1, 2, 4 / 28

DESIGNWORKSHOP

Landscape Architecture • Land Planning
Urban Design • Tourism Planning

Asheville • Aspen • Austin • Denver
Salt Lake City • Lake Tahoe

1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260

WWW.DESIGNWORKSHOP.COM

FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

DW PROJECT NUMBER: 5311

FIRESTONE
INFORMATION BLOCK

BAREFOOT LAKES

FENCING
DETAILS

Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	N/A
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	
Sheet	28 of 36

© COPYRIGHT DESIGNWORKSHOP, INC.

1 RESIDENTIAL FENCE TYPE 1 - OPEN

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

2 RESIDENTIAL FENCE TYPE 2 - PRIVATE

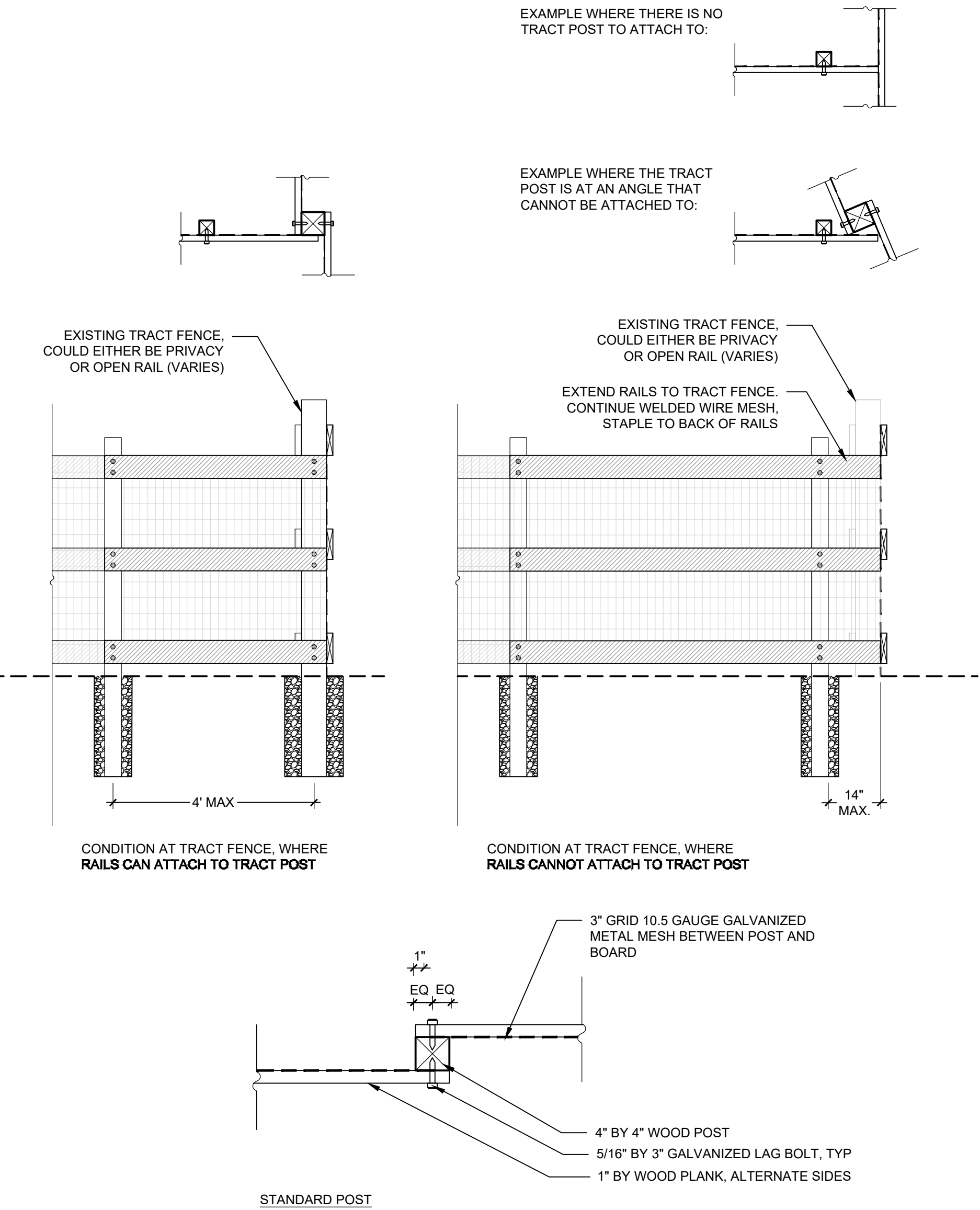
SCALE: 1/2" = 1'-0"

3 RESIDENTIAL FENCE GATES

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

4 RESIDENTIAL FENCES
TYPICAL POST CONNECTIONS

SCALE: 1" = 1'



Jul 27, 2017 - 11:43am
F:\PROJECTS_AL\0311 Barefoot Lakes Site Design\0-CAD\02_Sheet\Filing 3 FDP\dwg-0311-FDP-6 Sign Standards.dwg

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
SIGN STANDARDS
Town of Firestone
Weld County
State of Colorado
Sheet 29 of 36

Signage Standards

General Standards

Firestone's rules and regulations for signs shall be in full force and effect unless specifically superseded by more stringent criteria herein.

Permitting

Permitted signs are generally shown herein. Signs not clearly identified by this FDP may be approved in writing by the Building Department.

All permanent signs shall obtain a Sign Permit from the Town of Firestone. Flag poles also require a sign permit.

Any sign to be located in the Town's right-of-way must first be approved in writing by the Town's Engineer, and shall require a revocable License Agreement with the Town.

Residential Identity Signs

The Barefoot Lakes residential identity sign program is comprised of community entry monuments, neighborhood identity monuments, vehicular wayfinding signs, and pedestrian wayfinding bollards. Signs and monuments in Filing No. 1 established a thematic identity and a material palette that has been continued in Filing No.2 and Filing No. 3. The recurring theme throughout all of these sign types is the use of repeated materials (corten steel, gabion walls with stone infill, and wood posts). This creates a visual vocabulary that echoes and supports the architectural composition of landscape structures and fencing.

Within Barefoot Lakes Filing No. 3 there are several types of freestanding residential signs that follow a scale hierarchy. There will be neighborhood identity monuments, vehicular wayfinding signs, and pedestrian wayfinding bollards. These residential signs incorporate the Barefoot Lakes identity into the entire community, while preserving the natural views and vistas of the area.

Residential Identity Sign Standards:

1. **Messaging:** Signage messaging (type, logos, and characters) can be accomplished through carving, illumination, or by painted or mounted dimensional type.

2. **Maximum Messaging Face Area:** Messaging face area is the total surface area of type and characters; the total face area can be comprised of multiple pieces.

2.1. Messaging face area shall not exceed 100 square feet for primary community entry monument(s) at Barefoot Lakes Parkway.

2.2. Secondary community entry monuments messaging face area shall not exceed 75 square feet.

3. **Message Face Area Measurement:** Messaging face area is the total surface area of type and characters. The structure or bracing of a sign shall be omitted. If a non-structural background is integral to the messaging (i.e. billboard) the messaging face area will also include that background in the total measurement.

The sum of the face areas that creates the smallest continuous perimeter enclosing the extreme limits of the sign messaging shall be the measurement. This area can be composed of square, rectangle, triangle, portion of a circle, or any combination thereof which creates the smallest single continuous perimeter enclosing the extreme limits of each signage message.

Message face area is only measured on one side of sign. Signs can be two sided.

4. **Illumination:** Illumination via uplighting, internal lighting, and downcast lighting is permitted. However, neon signs are not allowed in residential areas (PUD land use categories R-A, R-B, and R-C). Illumination and lighting will be coordinated with the temperature and hierarchy of the lighting found throughout the project.
5. **Maximum Height Above Grade:** Community entry monuments are restricted to a fifteen-foot (15') maximum height above grade. Neighborhood identity monuments and wayfinding signs are restricted to a ten-foot (10') maximum height above grade. This height includes the sign and any structural element (i.e. wall) and is measured from the tallest point above the finished grade upon which the structure is located.

6. **Placement & Setbacks:** Community entry monuments, neighborhood identity monuments, and wayfinding signs are allowed within road right of way landscape improvements as long as they do not cause visual obstruction or interference with vehicle traffic. They must be located at least one foot (1') behind sight triangles. These signs have a five foot (5') min. setback from the back of nearest curb.
7. All temporary signs shall be maintained to be in good condition. Finishes, position, and messages shall be repaired in a timely manner or removed.

Temporary Sign Standards:

1. Temporary Sign Permits:

a. Large and Medium Temporary Freestanding signs shall obtain a Sign Permit from the Town of Firestone.

b. Small Temporary Freestanding signs, Banners, and Sidewalk Signs do not require a permit.

c. Any temporary sign that will use electricity shall obtain a Sign Permit from the Town of Firestone

d. Permits for Temporary signs identified in this FDP shall be valid until the final Certificate of Occupancy is issued for the final filing within Barefoot Lakes.
2. Temporary signs shall be governed by the Town's temporary signage requirements, unless otherwise provided for in this FDP.
3. All temporary signs shall be maintained to be in good condition. Finishes, position, and messages shall be repaired in a timely manner or removed.
4. All temporary Large and Medium Freestanding signs shall be removed by the sign owner when the final Certificate of Occupancy is issued for the final filing within Barefoot Lakes.
5. All temporary Small Freestanding signs, Banners and Sidewalk signs shall be removed by the sign owner when the final Certificate of Occupancy is issued for the associated filing, or within 48 hours of the conclusion of the event being advertised by that sign.
6. All temporary signs may be placed on landscaped areas or on sidewalks as long as they are not compromising the safety of pedestrians or motorists. Temporary signs of any kind, as defined above, are prohibited within medians.
7. If a temporary sign is located in Town of Firestone right-of-way then the sign must be reviewed and approved via written permission by the Firestone Building Department with comments from the Public Works, Engineering and Planning Departments.
8. Freestanding-Large and Freestanding-Medium signs are made with solid wood square timber posts and panels made of medium-density fiber board or medium-density overlay.
9. Freestanding-Small signs are made with wood or metal stakes that are less than 2 inches wide and panels made of corrugated or similar light weight material.
10. Banner signs are made of professional grade vinyl, mesh or fabric, secured to either fence material or durable posts. All corners must be securely attached.
11. Sidewalk signs are made of molded plastic or metal frames with panels made of Coroplast or similar material. Sidewalk signs cannot block pedestrian use and may not be placed within a street.
12. Temporary Road Barrier signs are per standard CDOT "Type 3" barriers, standard drawing No. S-630-2. The Barefoot Lakes logo may be incorporated into the signs.
13. "Maximum Sign Area" in the Permissible Temporary Signs table at right is equivalent to the "Message Face Area" as defined and measured above in the Permanent Residential Identity Sign Standards.

14. See exhibits on sheet 30 for details of the Temporary Sign Types.

- a. Temporary Freestanding Large (ROAD)
- b. Temporary Freestanding Medium (ROAD)
- c. Temporary Freestanding Medium (LOT)
- d. Temporary Freestanding Small (LOT)
- e. Temporary Road Barrier (ROAD)

Permissible Temporary Signs per Location					
Locations	Arterial Road	Collector Road	Local Road	Model Home Lot/Complex	Individual Lot
Freestanding Signs - Large	Allowed			Not allowed	
Number of Signs Allowed	Up to one sign can be located on each block length			None	
Maximum Sign Area	96 square feet			None	
Maximum Sign Height	12 feet			None	
Minimum Setback	10 feet			None	
Lighting	Not Allowed			None	
Freestanding Signs - Medium	Allowed				Not allowed
Number of Signs Allowed	Three per block length			One per model complex	None
Maximum Sign Area	40 square feet				None
Maximum Sign Height	8 feet				None
Minimum Setback	1 foot behind sidewalk				None
Lighting	Allowed				None
Freestanding Signs - Small	Not allowed			Allowed	
Number of Signs Allowed	None			One per model lot	One per lot
Maximum Sign Area	None			6 square feet	
Maximum Sign Height	None			3 feet	
Minimum Setback	None			1 foot behind sidewalk	
Lighting	None			Not allowed	
Flag Pole/Flag	Not allowed			One per model complex	Not allowed
Number of Flag Poles Allowed	None			One per model complex	None
Maximum Flag Area	None			90 square feet	None
Maximum Flag Pole Height	None			40 feet	None
Minimum Setback	None			1 foot behind sidewalk	None
Lighting	None			Allowed	None
Banners	Allowed			Allowed	
Number of Signs Allowed	One per 5 miles		One per mile	One per model lot	
Maximum Sign Area	300 square feet		60 square feet	24 square feet	
Maximum Sign Height	6 feet			4 feet	
Minimum Setback	None			1 foot behind sidewalk	
Lighting	Not Allowed			Not allowed	
Sidewalk Signs	Not Allowed			Allowed	
Number of Signs Allowed	None			One per model lot	One per lot
Maximum Sign Area	None			9 square feet	
Maximum Sign Height	None			3 feet	
Minimum Setback	None			None	
Lighting	None			Not allowed	

DESIGNWORKSHOP

Landscape Architecture • Land Planning
Urban Design • Tourism Planning
Asheville • Aspen • Austin • Denver
Salt Lake City • Lake Tahoe

1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260

WWW.DESIGNWORKSHOP.COM

FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

DW PROJECT NUMBER: 5311

FIRESTONE
INFORMATION BLOCK

BAREFOOT LAKES

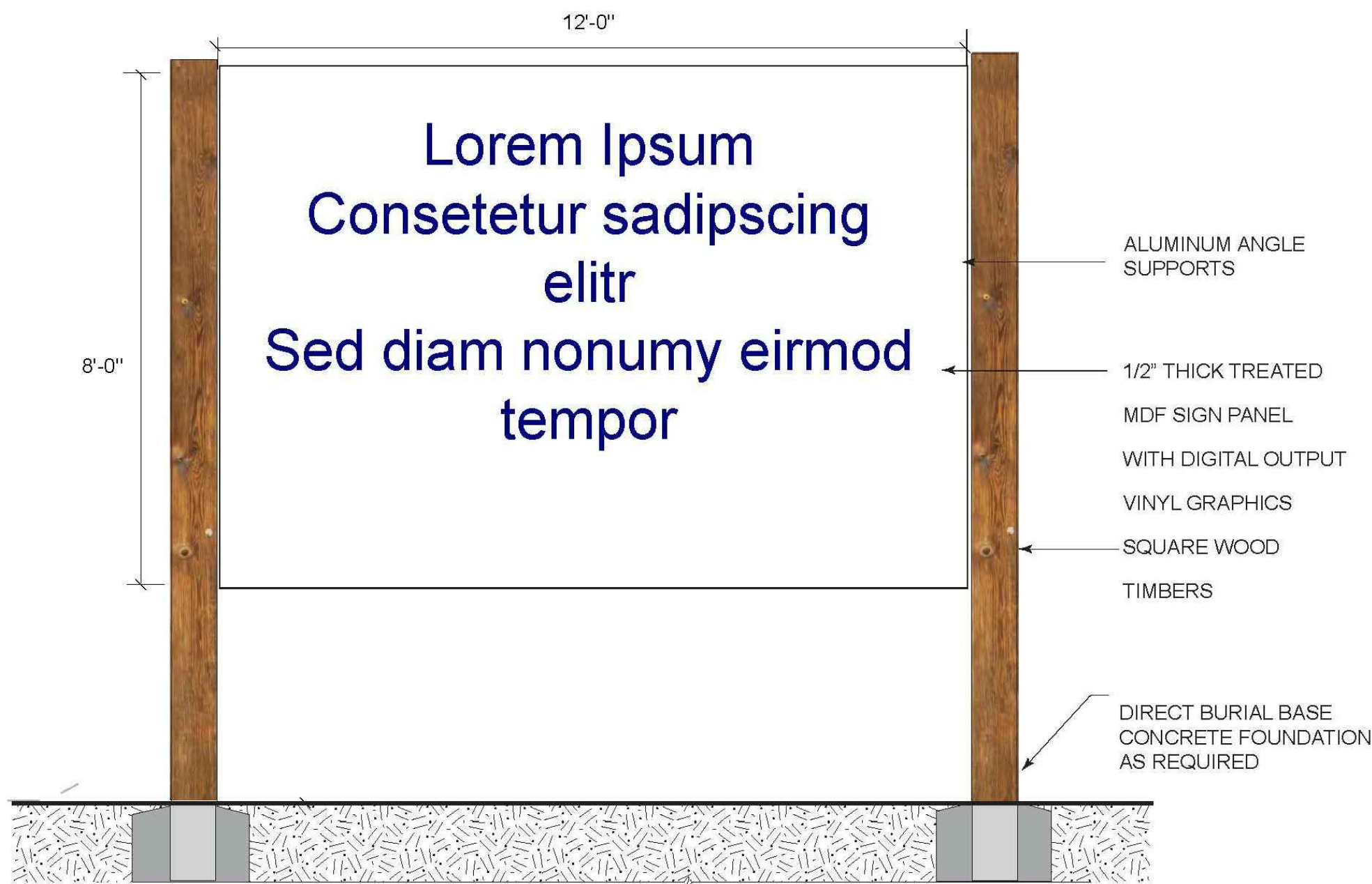
SIGN
STANDARDS

Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	

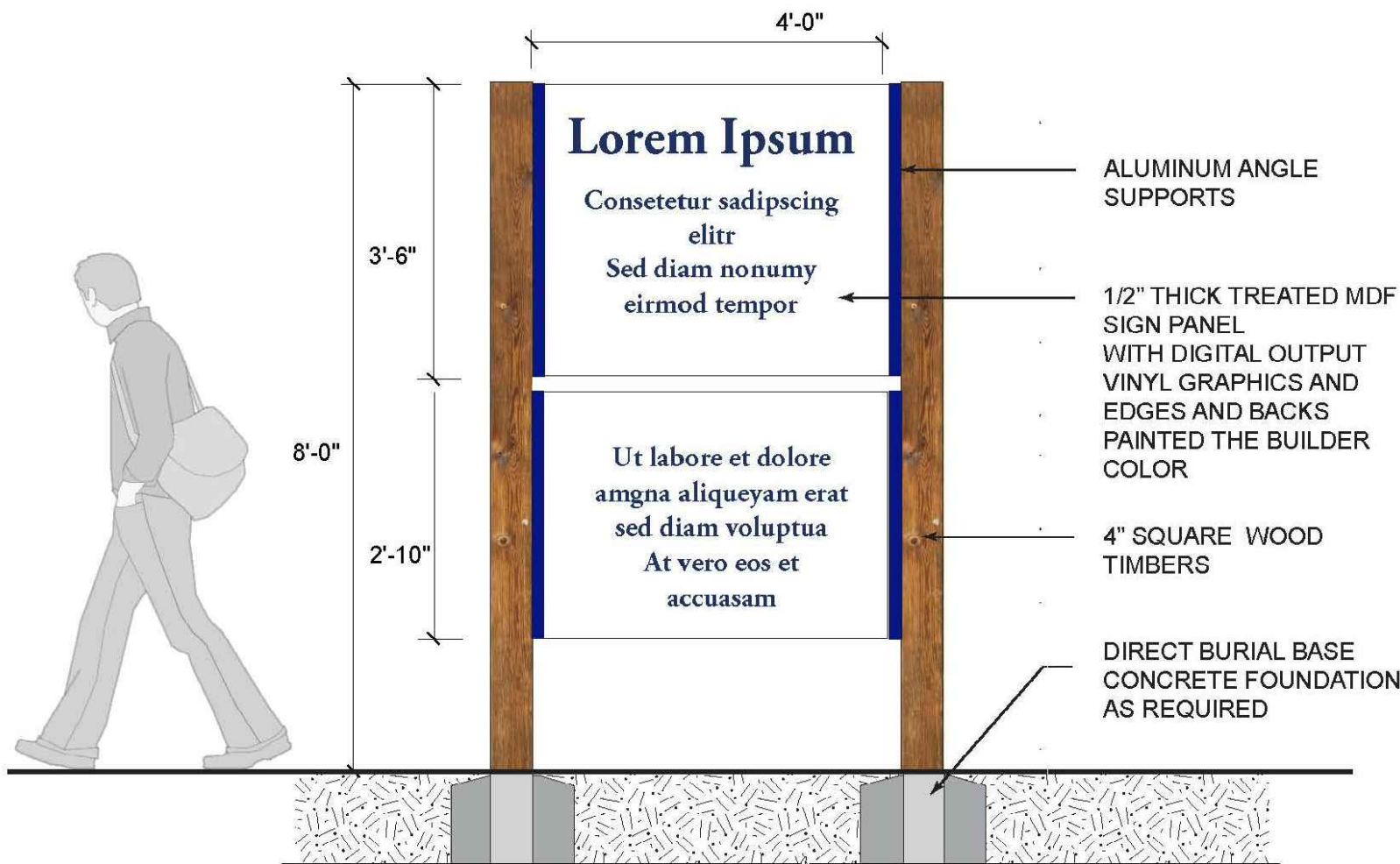
Sheet 29 of 36

©COPYRIGHT DESIGNWORKSHOP, INC.

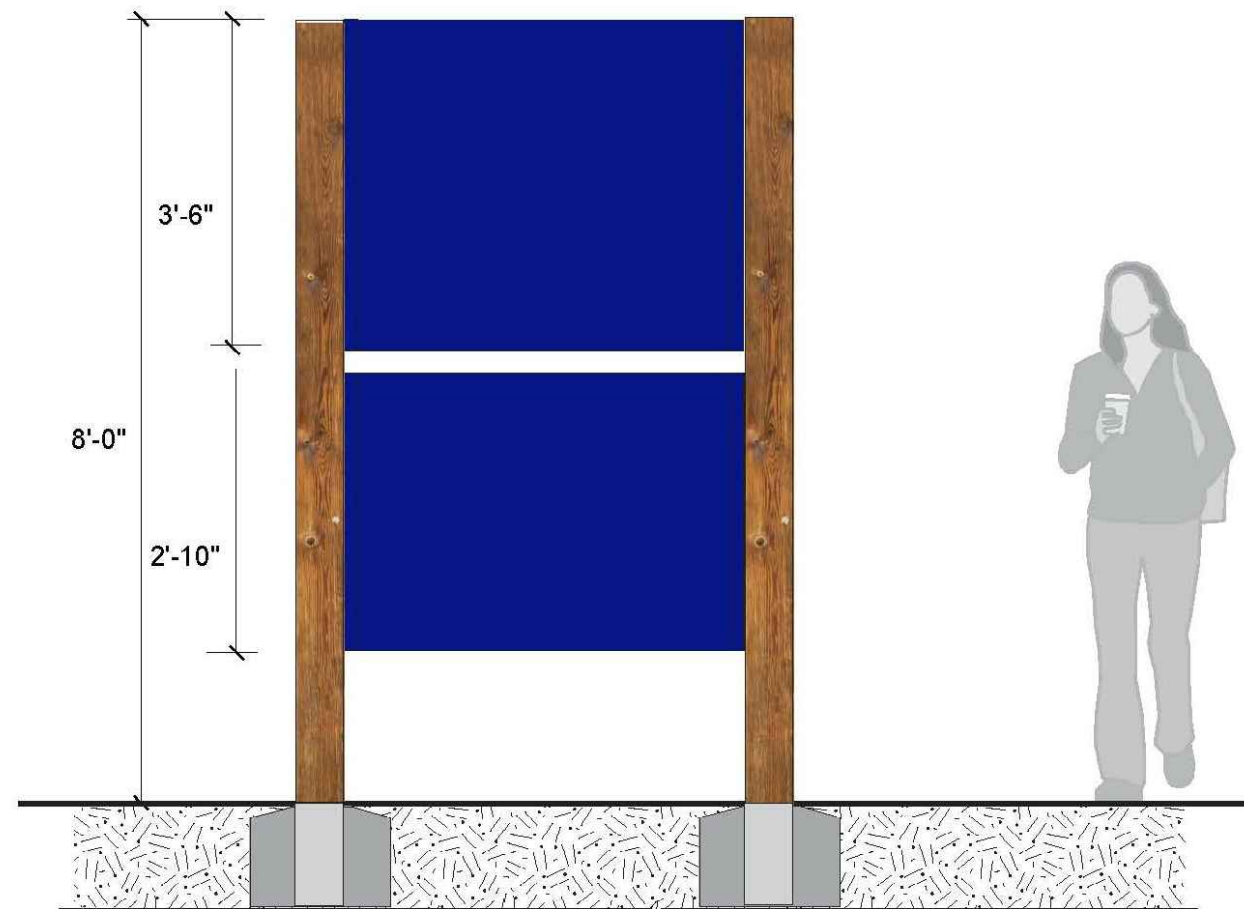
FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO



ELEVATION



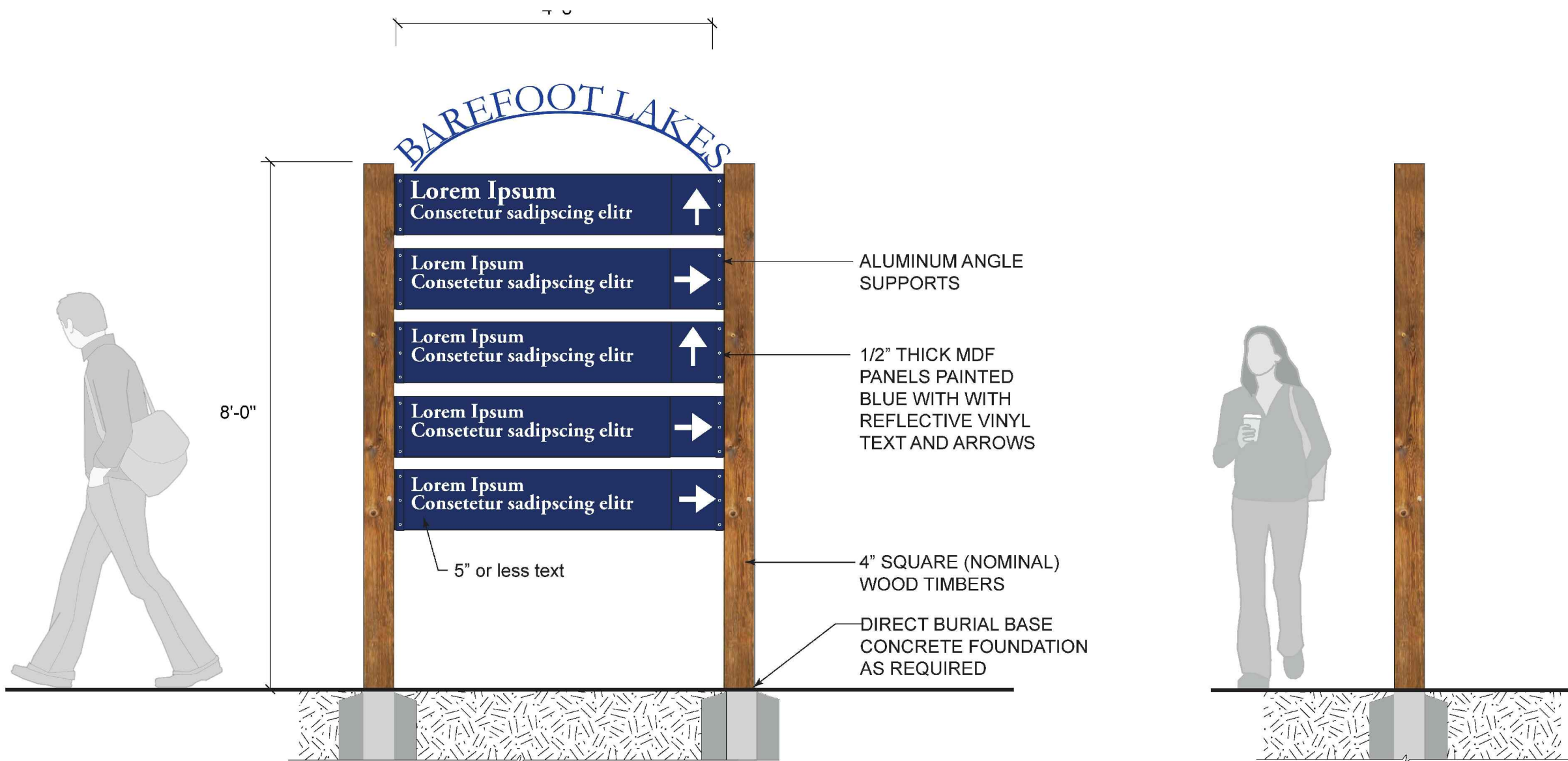
ELEVATION



BACK

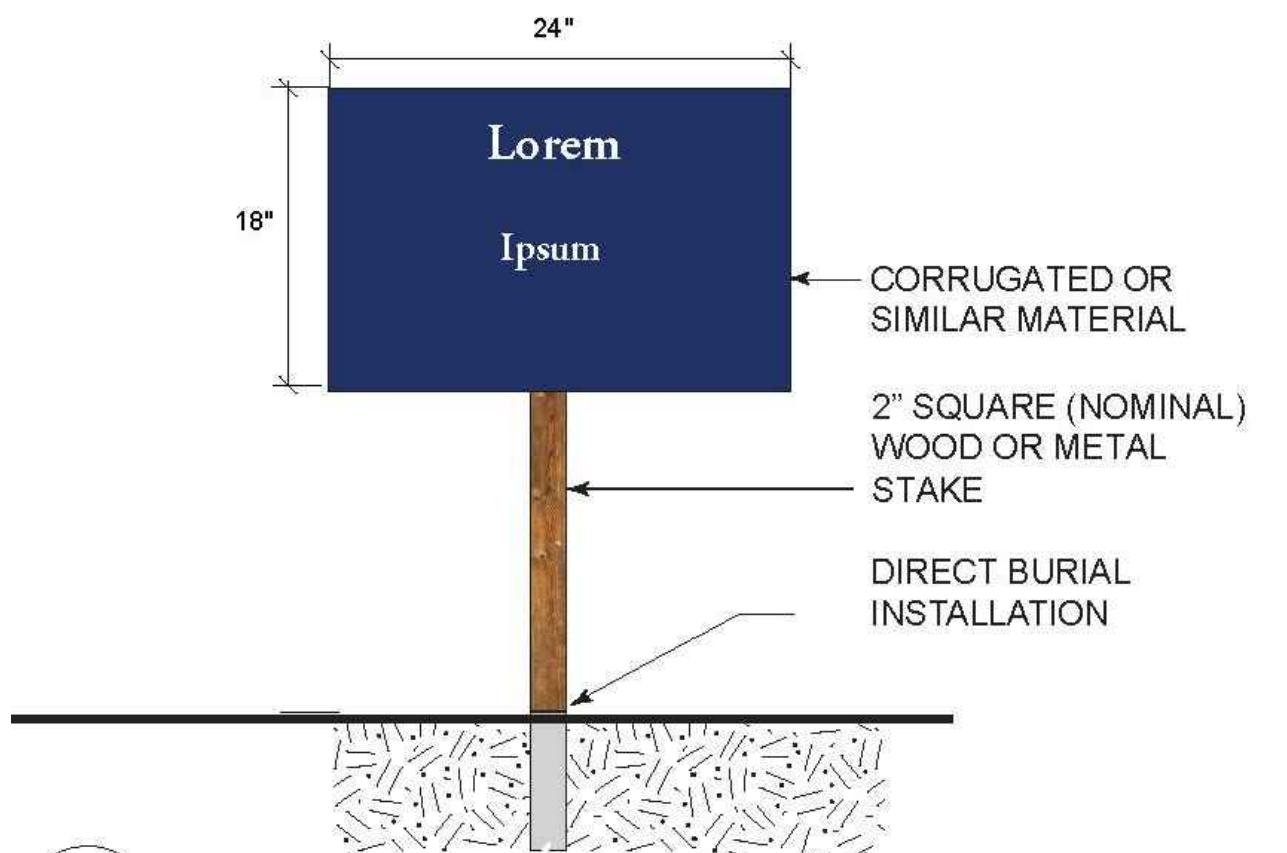
1 SIGNTYPE - TEMPORARY FREESTANDING LARGE (ROAD)

3 SIGNTYPE - TEMPORARY FREESTANDING MEDIUM (LOT)
SCALE: 1/2" = 1'-0"



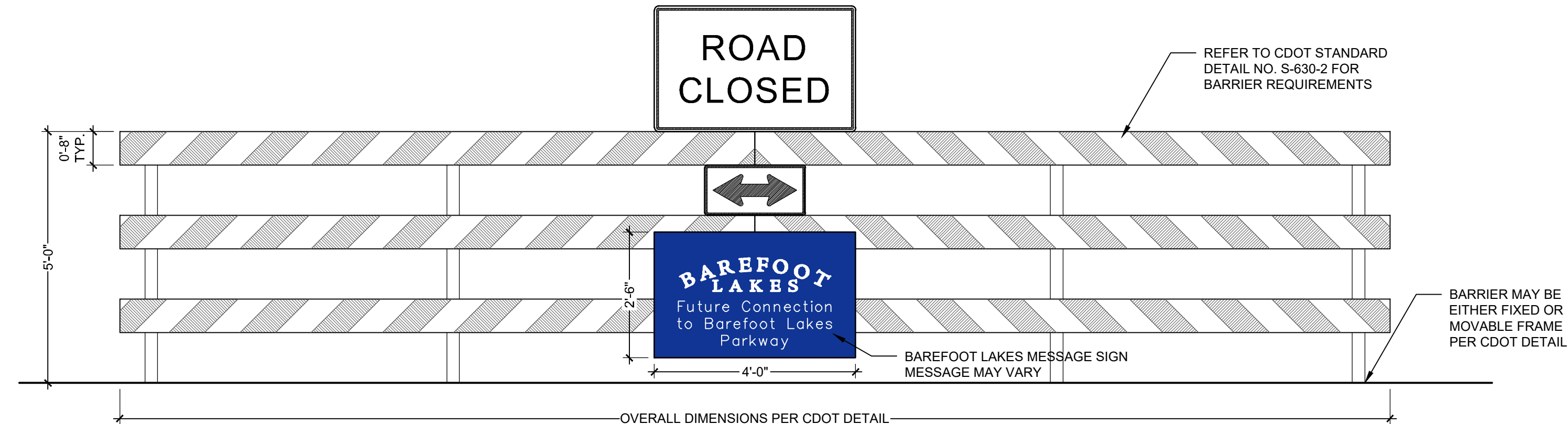
ELEVATION

SIDE



4 SIGNTYPE - TEMPORARY FREESTANDING SMALL(LOT)

2 SIGNTYPE - TEMPORARY FREESTANDING MEDIUM (ROAD)



5 TEMPORARY ROAD BARRIER

DW PROJECT NUMBER: 5311

FIRESTONE
INFORMATION BLOCK

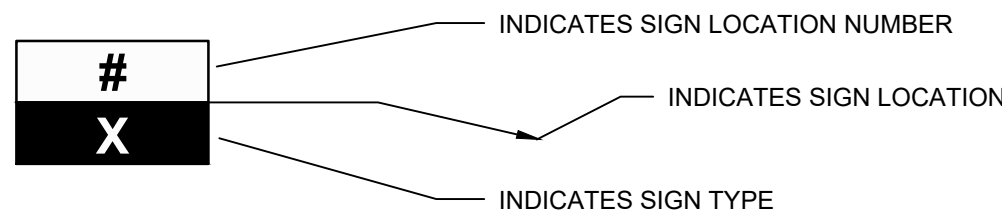
BAREFOOT LAKES

SIGN
STANDARDS

Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	

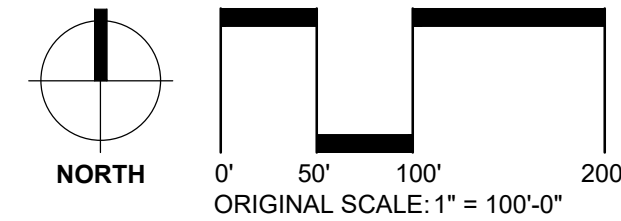
Sheet 30 of 36

SIGN LOCATION PLAN NOTES:



NOTE:
REFER TO THE SIGN MESSAGE SCHEDULE IN THE TECHNICAL SPECIFICATIONS,
SECTION 101400, FOR MESSAGE CONTENT AT EACH SIGN LOCATION.

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
SIGN LOCATION PLAN
Town of Firestone
Weld County
State of Colorado
Sheet 31 of 36



DESIGNWORKSHOP
Landscape Architecture • Land Planning
Urban Design • Tourism Planning
Asheville • Aspen • Austin • Denver
Salt Lake City • Lake Tahoe

1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260

WWW.DESIGNWORKSHOP.COM

**FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3**

TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

DW PROJECT NUMBER: 5311

**FIRESTONE
INFORMATION BLOCK**

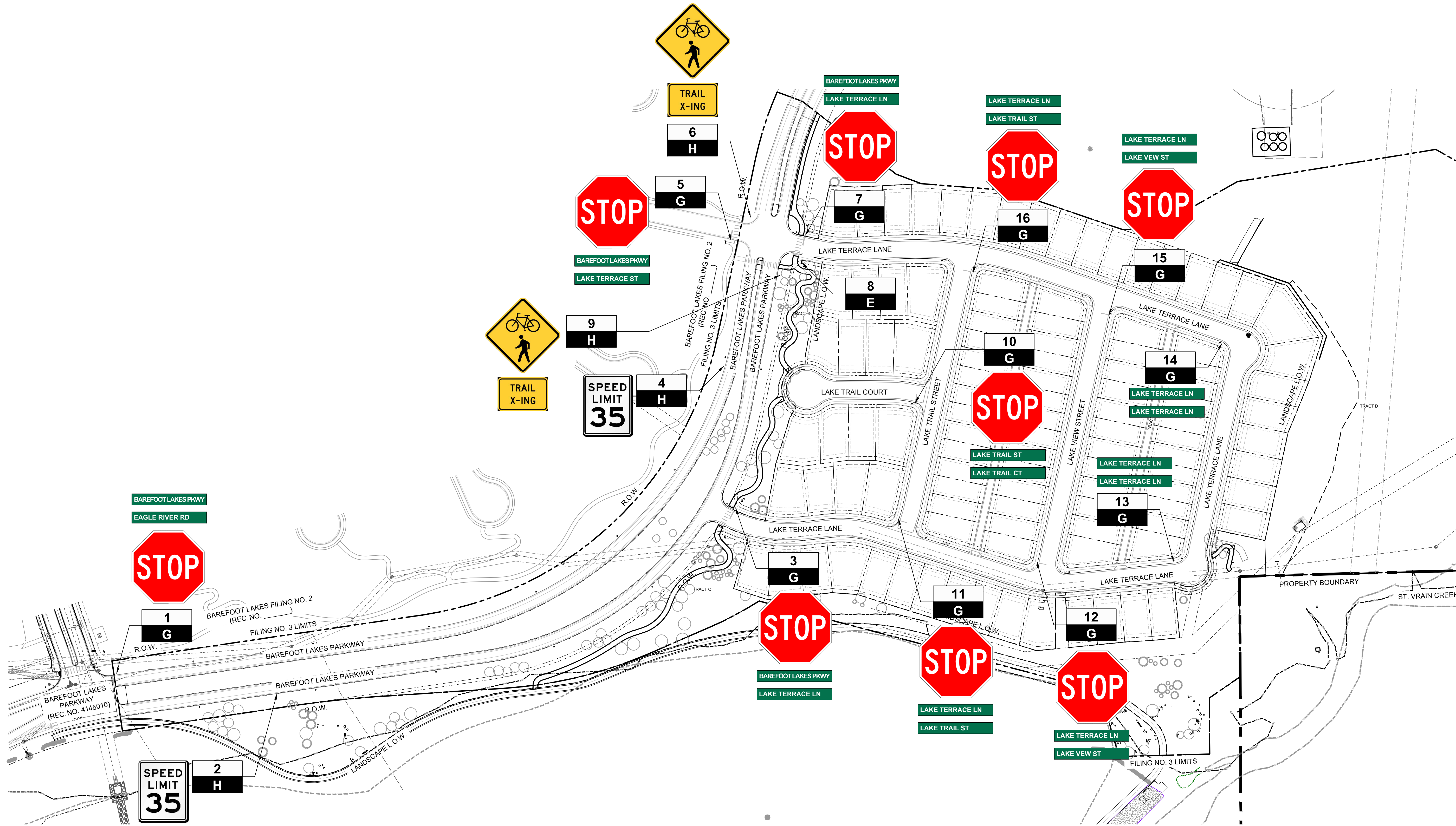
BAREFOOT LAKES

**SIGN LOCATION
PLAN**

Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	

Sheet 31 of 36

© COPYRIGHT DESIGNWORKSHOP, INC.



BAREFOOT LAKES

1 LOGO ART

NOT TO SCALE

Adobe Garamond Pro Bold
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789!@#\$%^&*()

3 GENERAL SIGNAGE TYPESTYLE

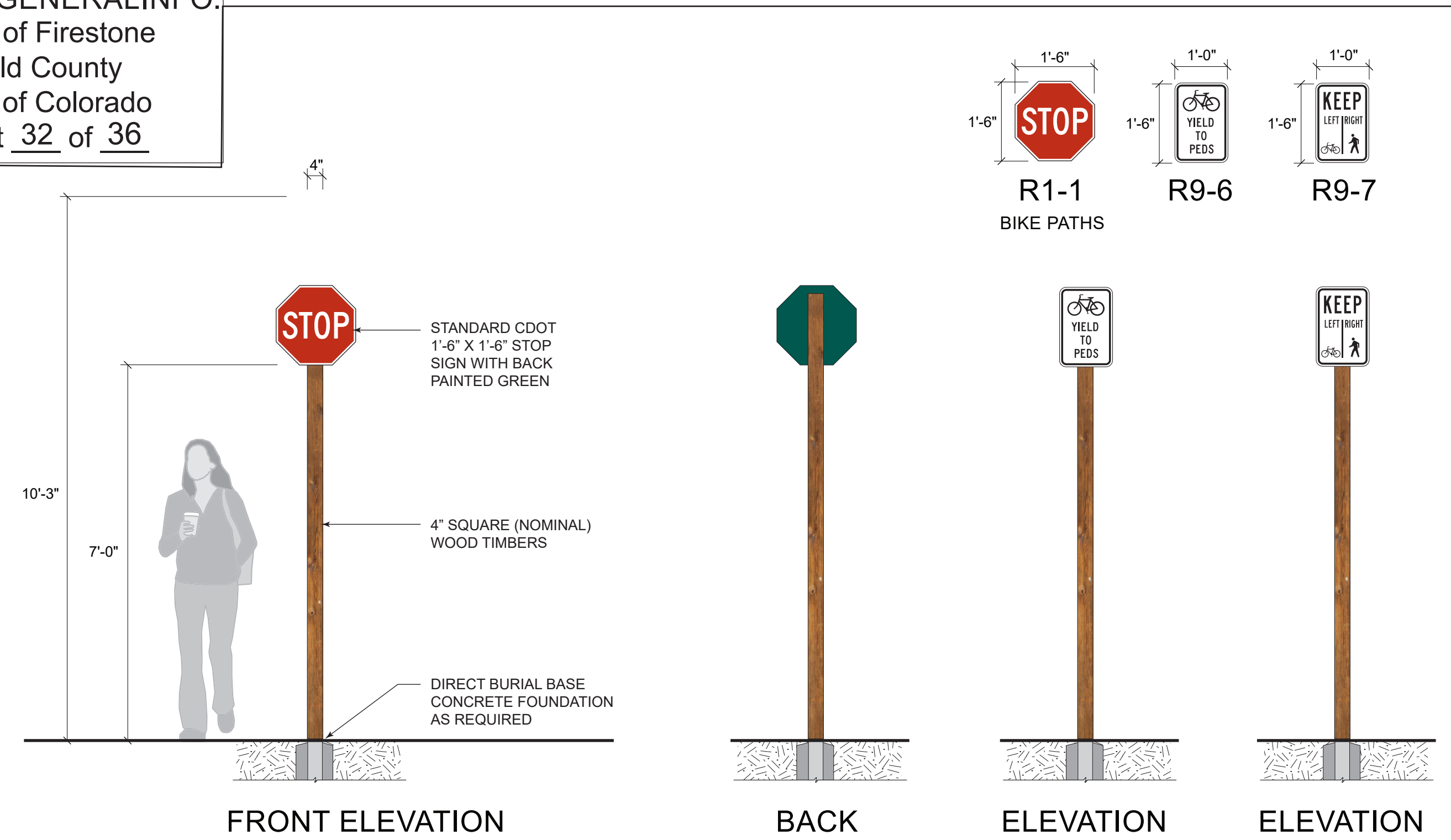
NOT TO SCALE

Highway Gothic Condensed
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789!@#\$%^&*()

5 STREET SIGNAGE TYPESTYLE

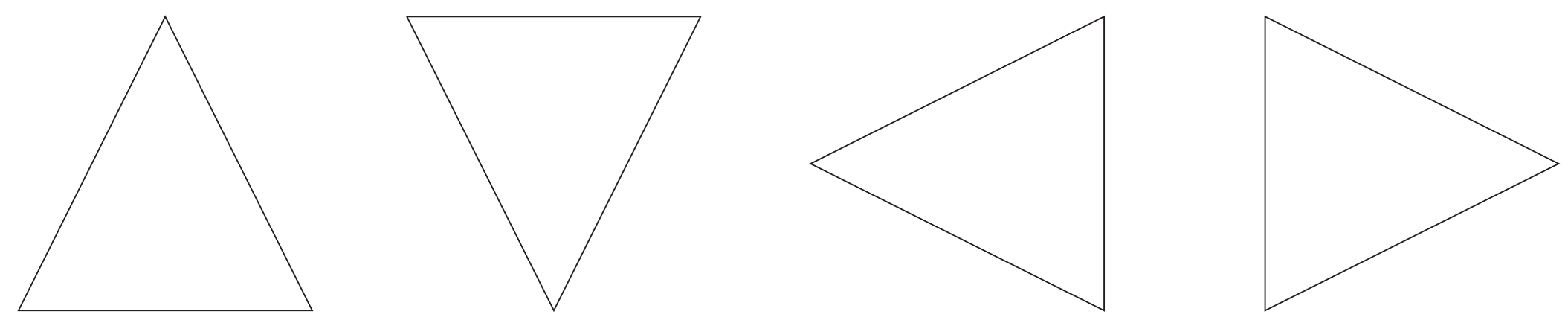
NOT TO SCALE

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
SIGNAGEGENERALINFO.
Town of Firestone
Weld County
State of Colorado
Sheet 32 of 36



2 SIGNTYPE J - BICYCLE REGULATORY SIGNS

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



4 DIRECTIONAL ARROWS

NOT TO SCALE



P1 - Rusted Metal P2 - Green (PMS 561C) P3 - White

6 SIGNAGE COLOR LEGEND

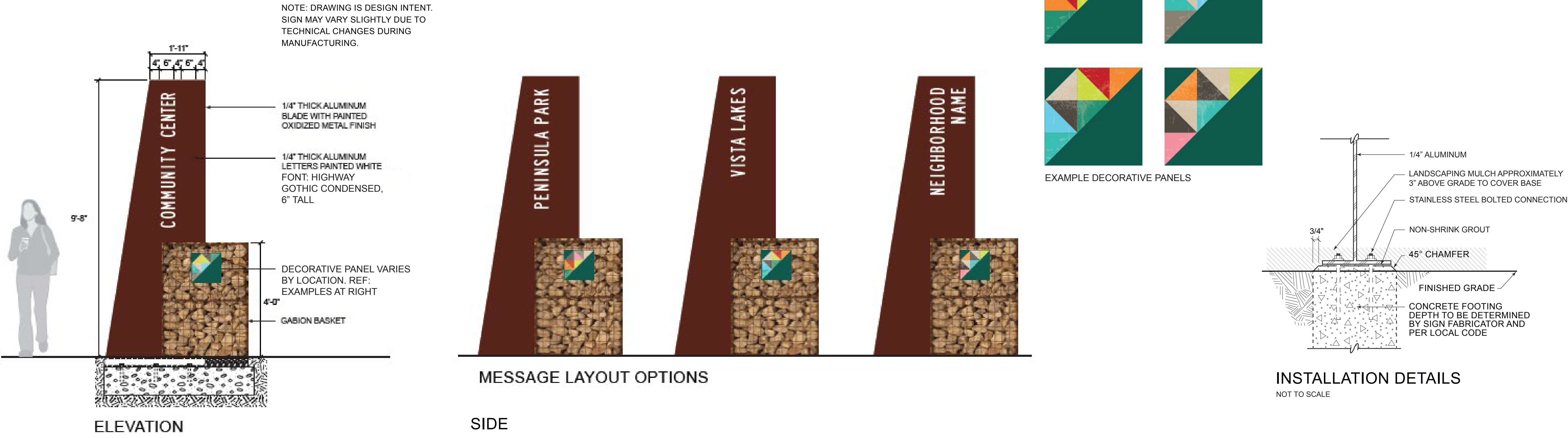
NOT TO SCALE

FINAL DEVELOPMENT PLAN BAREFOOT LAKES FILING NO. 3

TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

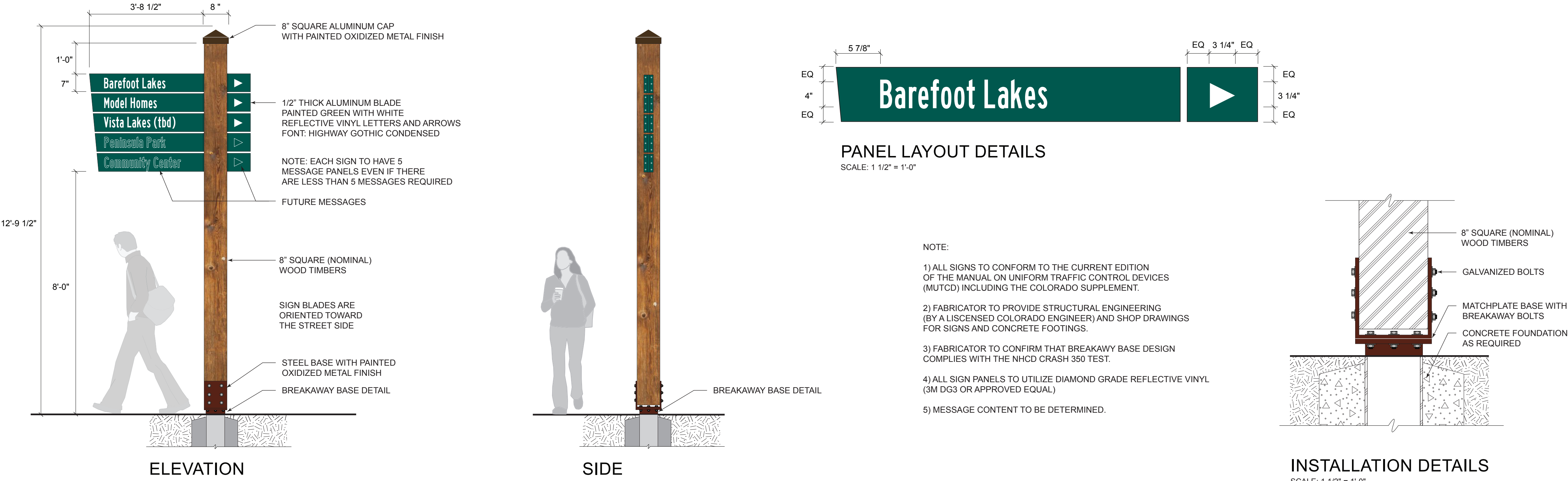
DW PROJECT NUMBER: 5311	
FIRESTONE INFORMATION BLOCK	
BAREFOOT LAKES	
SIGNAGE GENERAL AND SIGN TYPE J	
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	
Sheet <u>32</u> of <u>36</u>	

FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO



1 SIGNTYPE E - NEIGHBORHOOD IDENTITY AND AMENITY SIGNS

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



2 SIGNTYPE F - PERMANENT WAYFINDING DIRECTIONAL SIGNS

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

DW PROJECT NUMBER: 5311	
FIRESTONE INFORMATION BLOCK	
BAREFOOT LAKES	
SIGN TYPE E AND F	
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	
Sheet <u>33</u> of <u>36</u>	

FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

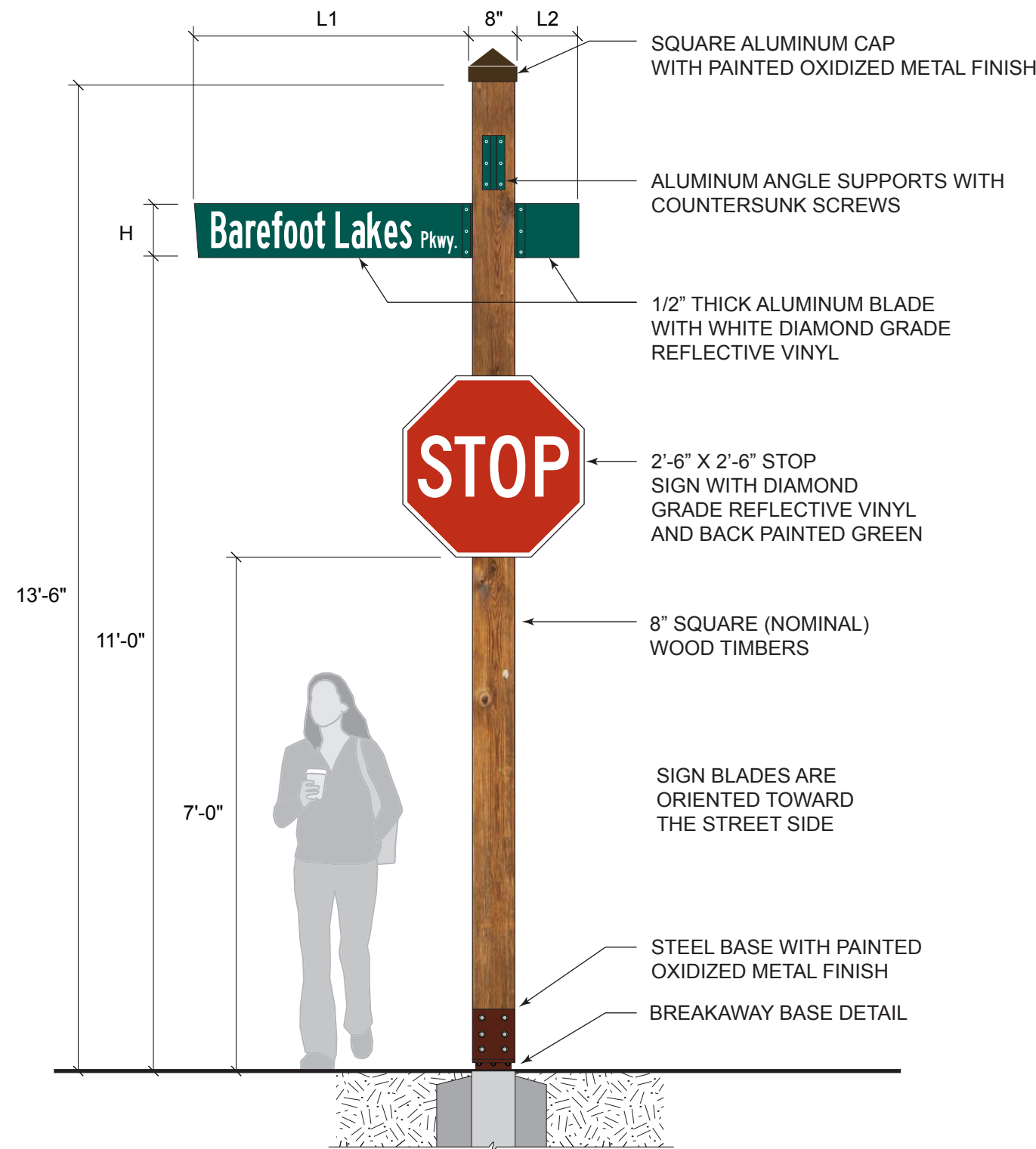
DW PROJECT NUMBER: 5311

FIRESTONE
INFORMATION BLOCK

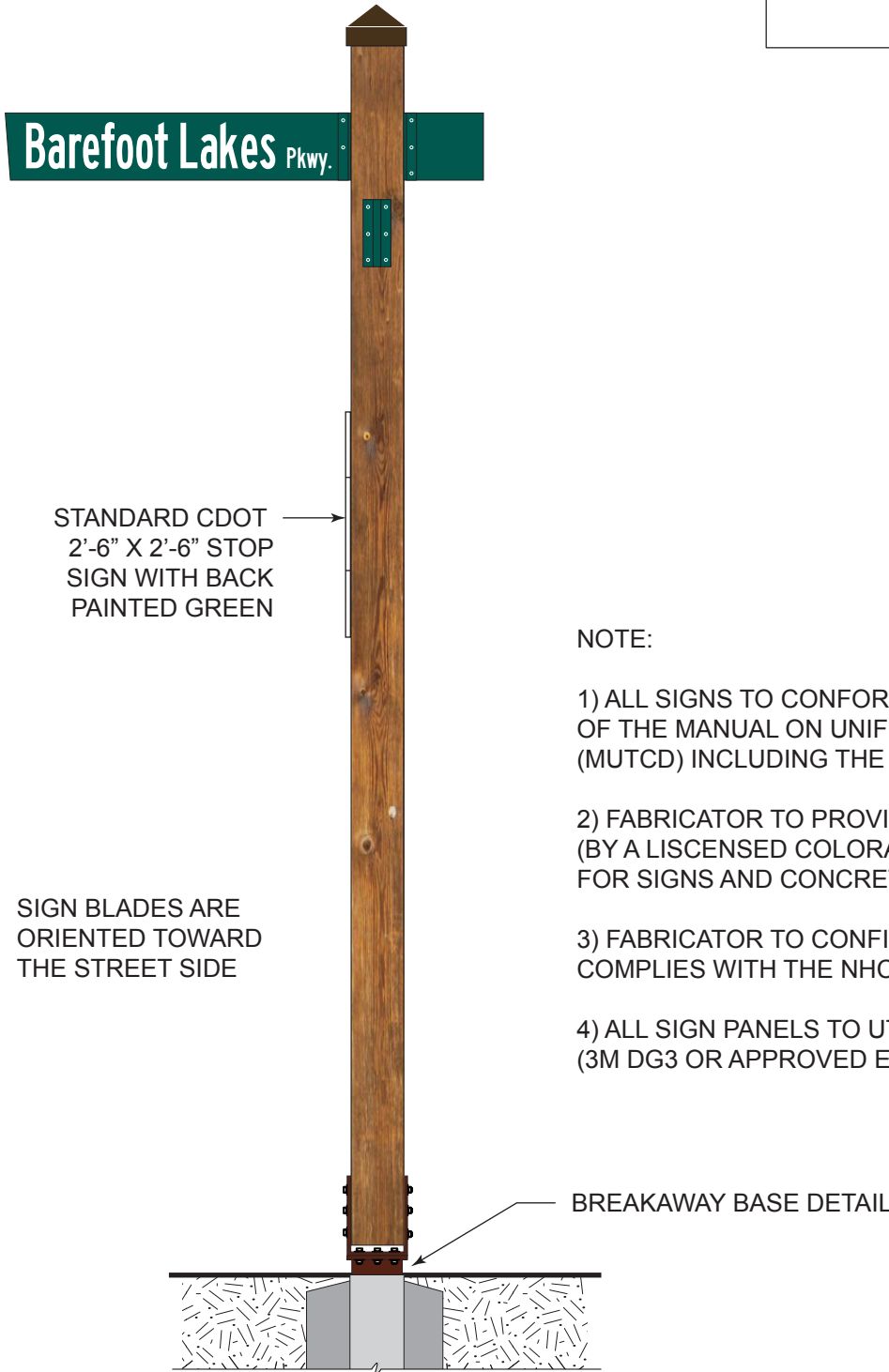
BAREFOOT LAKES

SIGN TYPE
G AND H

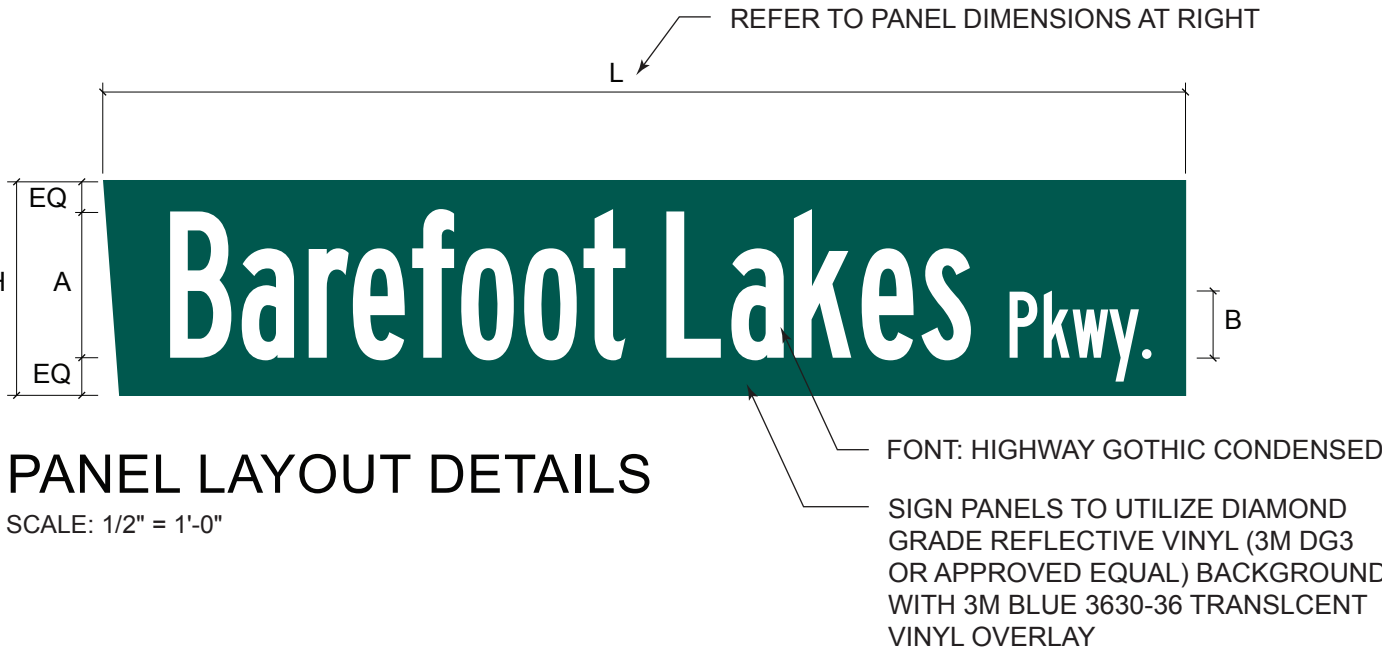
Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	
Sheet	<u>34</u> of <u>36</u>



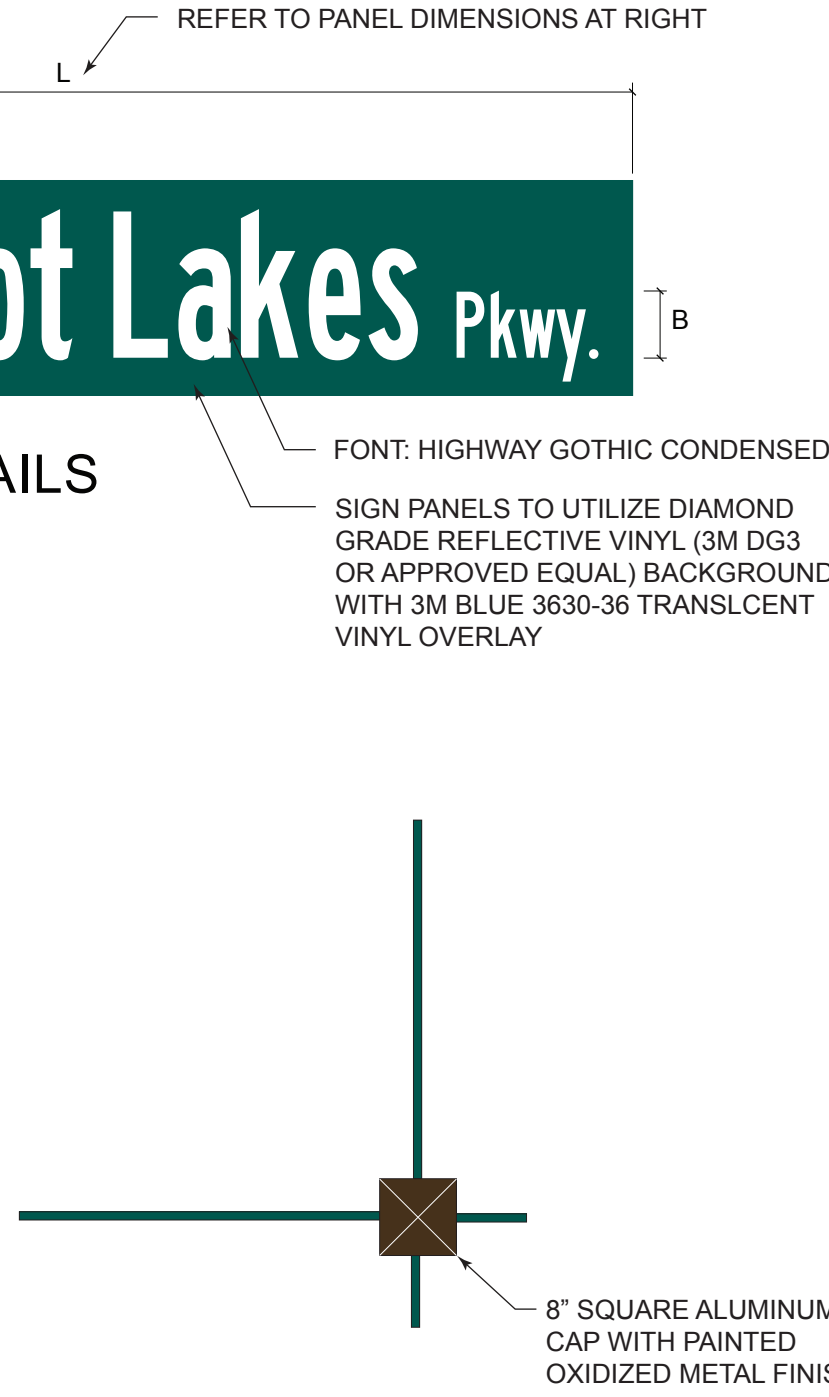
ELEVATION



SIDE

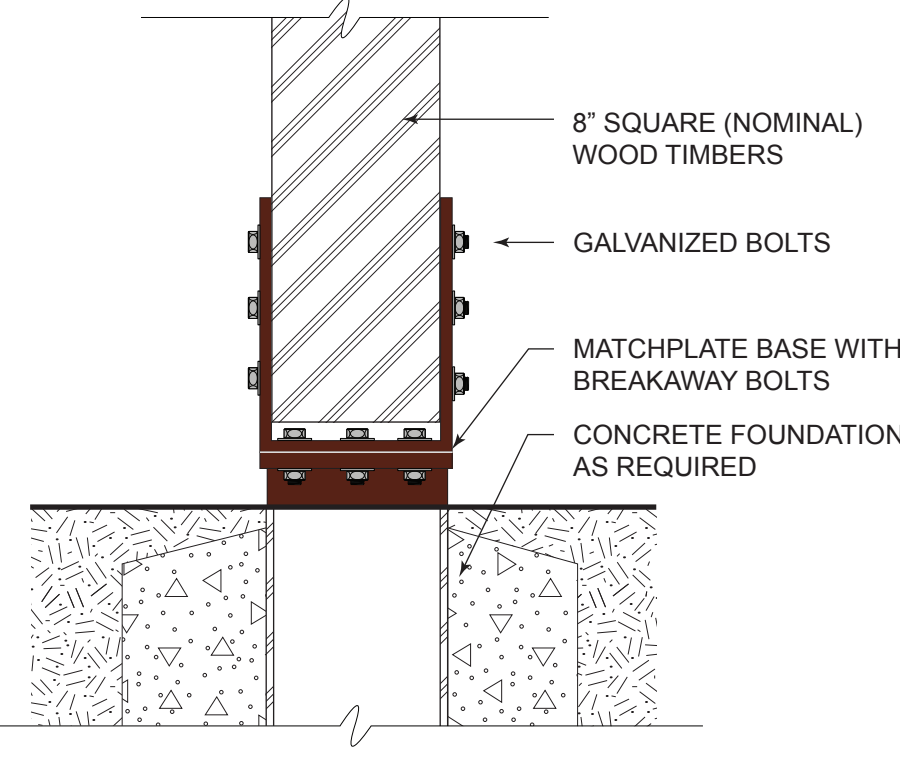


PANEL LAYOUT DETAILS



PLAN VIEW

PANEL LAYOUT DIMENSIONS	
PANEL DIMENSIONS VARY PER MUTCD FONT SIZE REQUIREMENTS:	
STANDARD SIZE:	LARGE SIZE:
A (UPPER CASE) = 4"	A (UPPER CASE) = 6"
A (LOWER CASE) = 3"	A (LOWER CASE) = 4 1/2"
B = 3 1/4"	B = 4 7/8"
H = 7"	H = 10 1/2"
L1 = 3'-8 1/2"	L1 = 5'-0"
L2 = 8 7/8"	L2 = 1'-0"

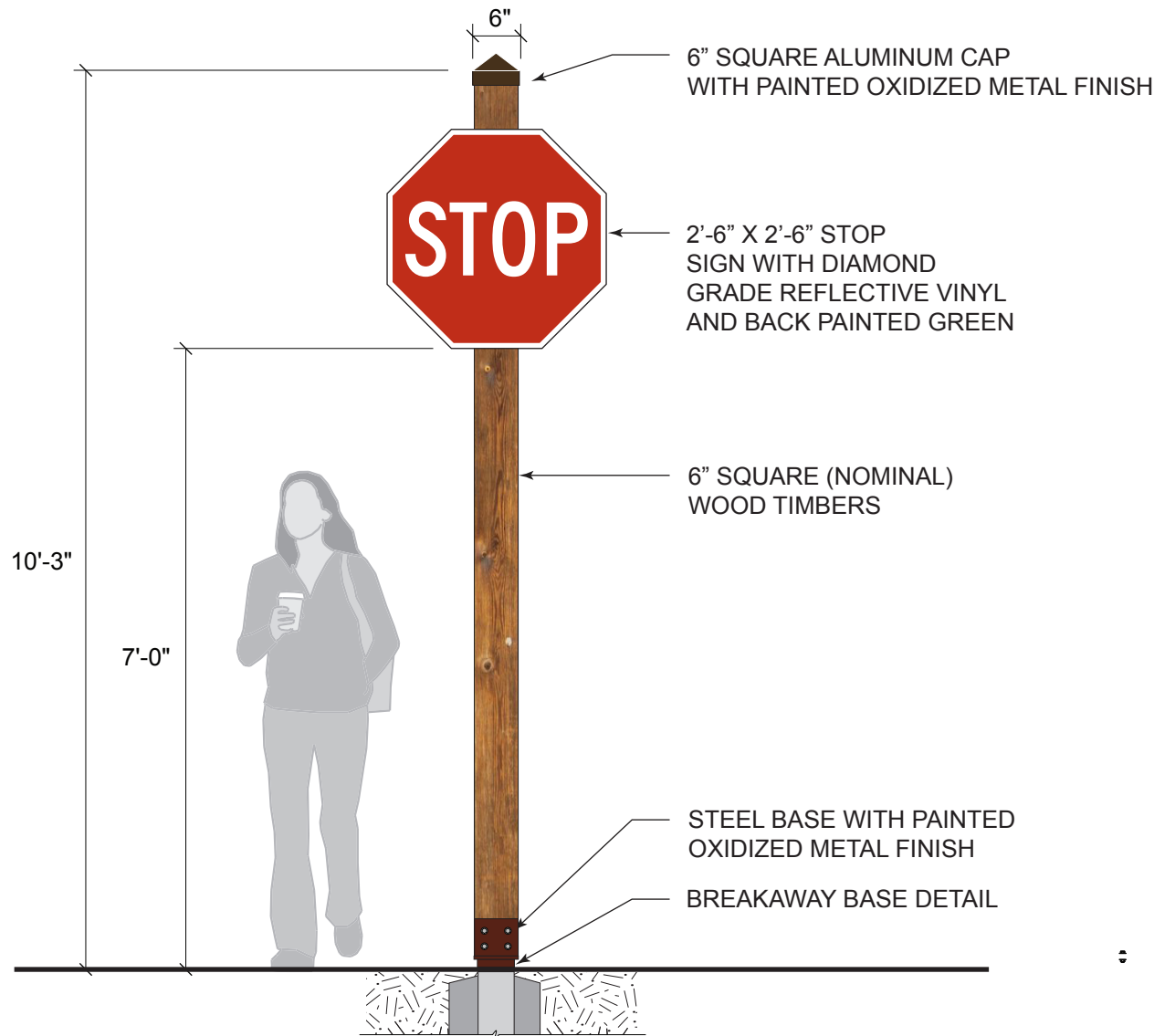
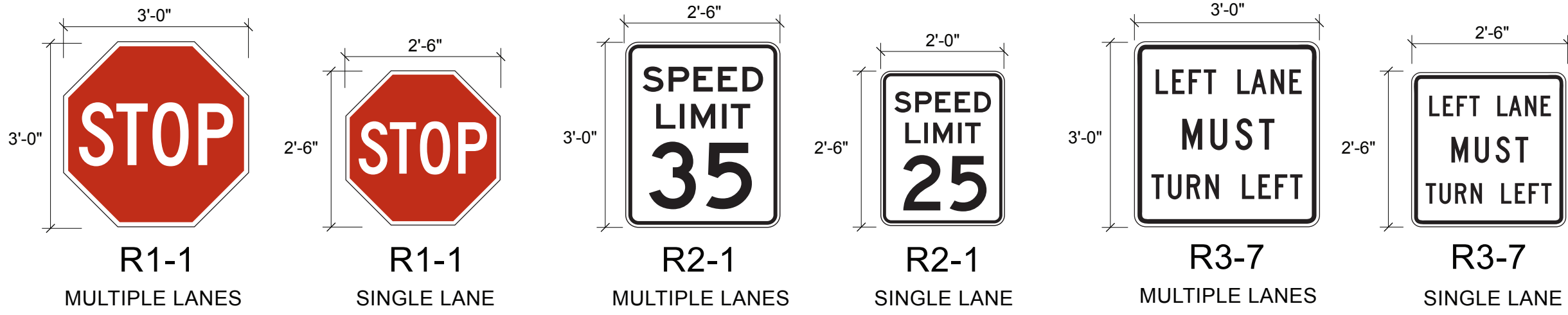


INSTALLATION DETAILS

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

1 SIGNTYPE G - STREET IDENTIFICATION AND REGULATORY SIGNS
SCALE: 1/2" = 1'-0"

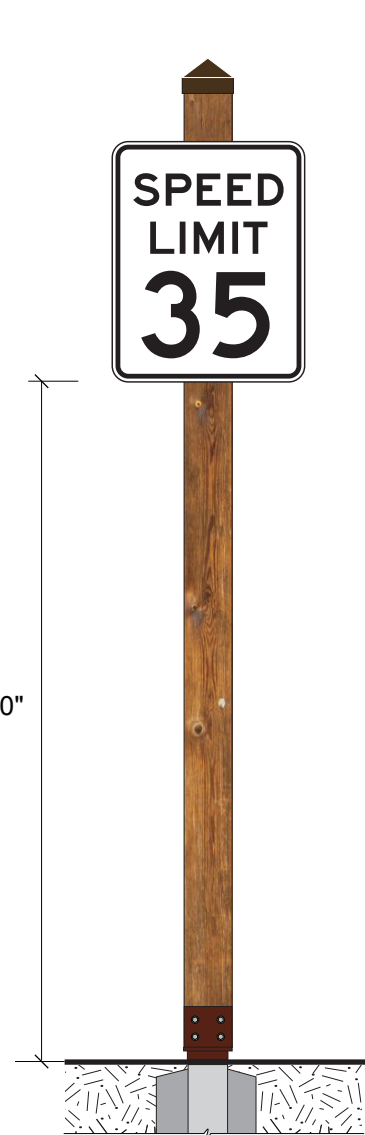
- NOTE:
- 1) ALL SIGNS TO CONFORM TO THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) INCLUDING THE COLORADO SUPPLEMENT.
 - 2) FABRICATOR TO PROVIDE STRUCTURAL ENGINEERING (BY A LICENSED COLORADO ENGINEER) AND SHOP DRAWINGS FOR SIGNS AND CONCRETE FOOTINGS.
 - 3) FABRICATOR TO CONFIRM THAT BREAKAWAY BASE DESIGN COMPLIES WITH THE NHCD CRASH 350 TEST.
 - 4) ALL SIGN PANELS TO UTILIZE DIAMOND GRADE REFLECTIVE VINYL (3M DG3 OR APPROVED EQUAL)



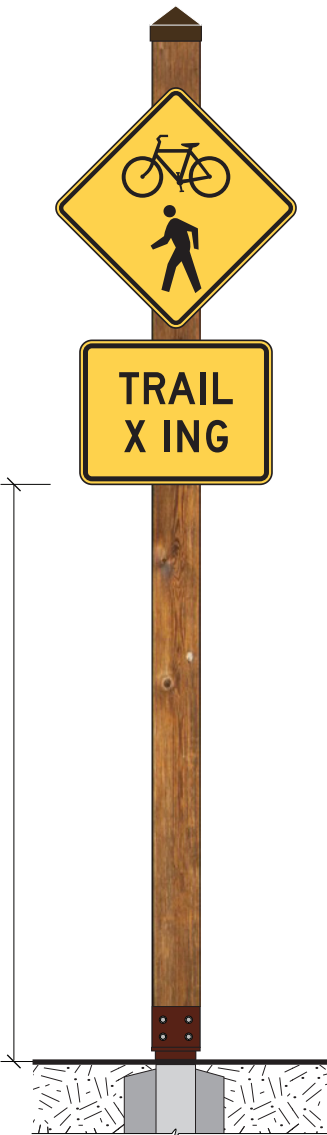
FRONT ELEVATION



BACK



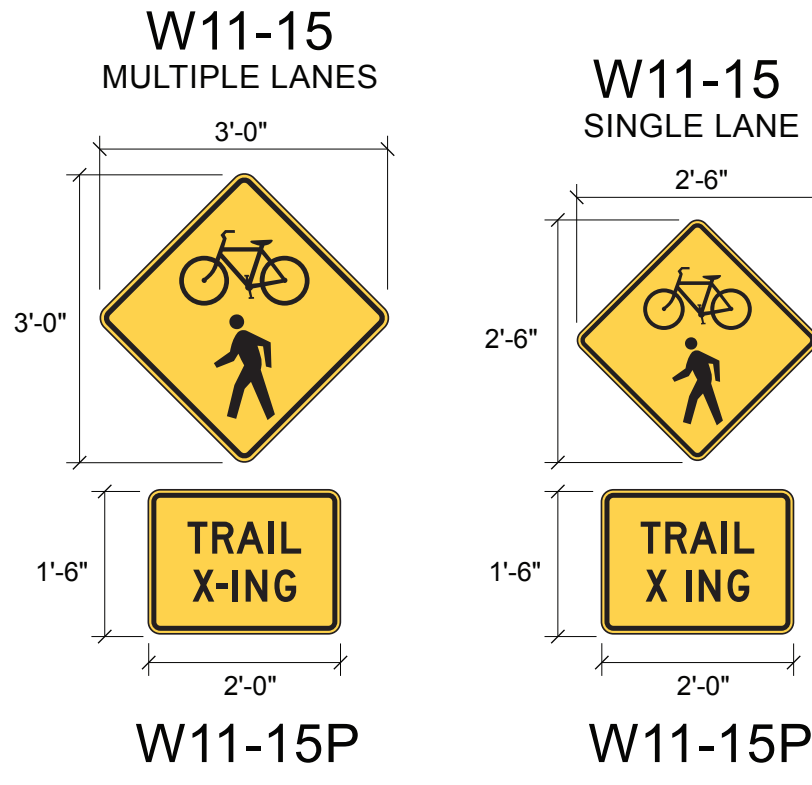
ELEVATION



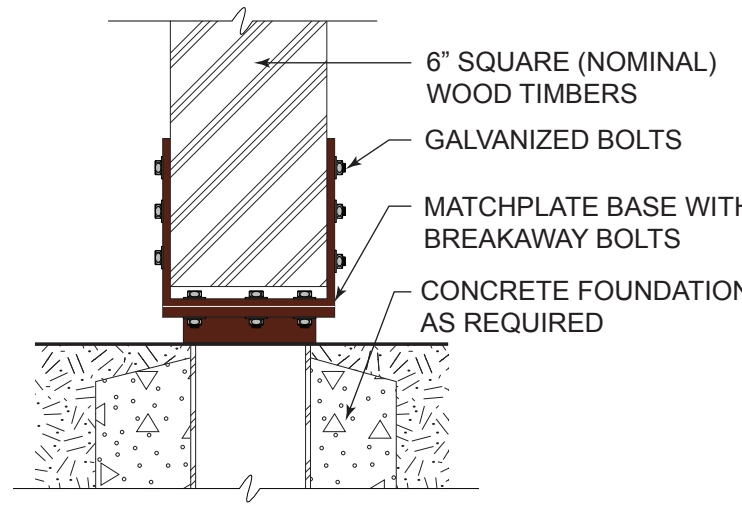
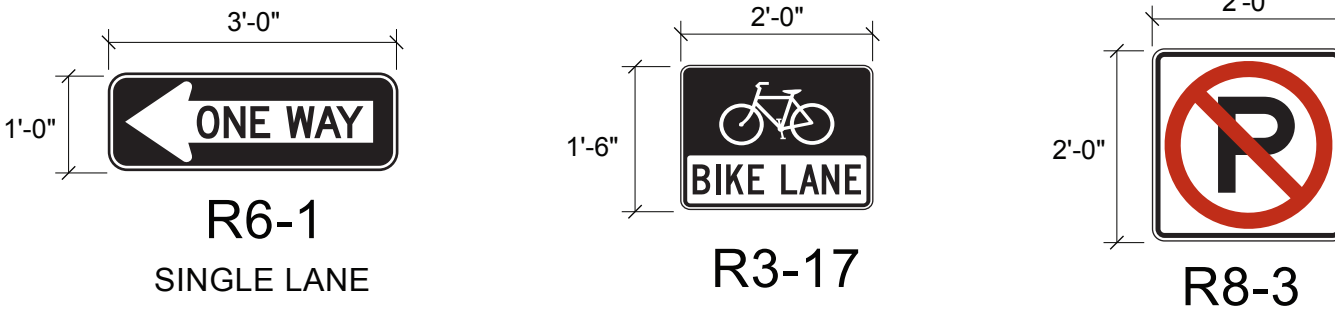
ELEVATION



ELEVATION



PLAN VIEW

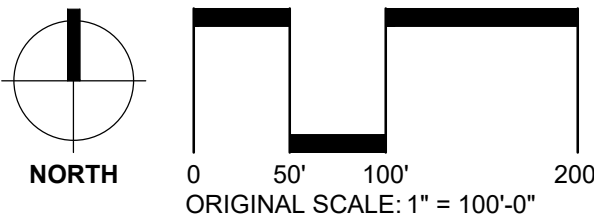


INSTALLATION DETAILS

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

2 SIGNTYPE H - TRAFFIC REGULATORY SIGNS
SCALE: 1/2" = 1'-0"

Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
LIGHTING PLAN
Town of Firestone
Weld County
State of Colorado
Sheet 35 of 36



DESIGNWORKSHOP

Landscape Architecture • Land Planning
Urban Design • Tourism Planning
Asheville • Aspen • Austin • Denver
Salt Lake City • Lake Tahoe

1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260

WWW.DESIGNWORKSHOP.COM

FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3
TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO

DW PROJECT NUMBER: 5311

FIRESTONE
INFORMATION BLOCK

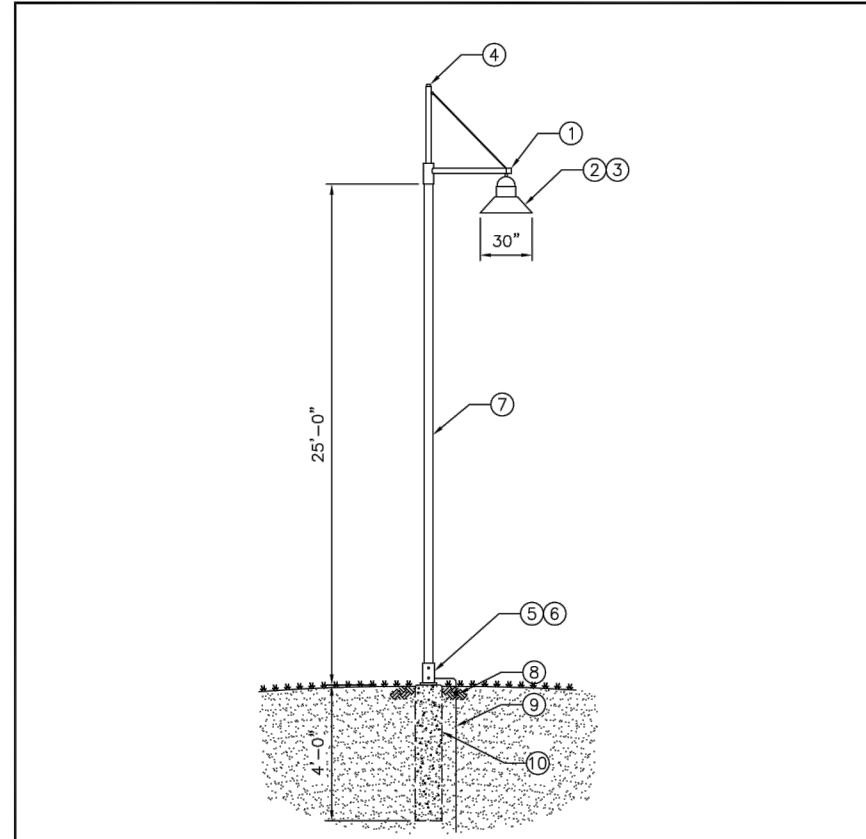
BAREFOOT LAKES

LIGHTING PLAN

Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	

Sheet 35 of 36

©COPYRIGHT DESIGNWORKSHOP, INC.



TYPE:
AL1

PARTS:

- 1 UNITED POWER M26-150C
150W metal Halide mounted on bracket arm, 25' pole, photoelectric eye, concrete foundation

ITEM NO.	MATERIAL	ITEM NO.	MATERIAL
1	Bracket Arm, Single, Black	6	Fake, Tube-Type, Sec-10 amp
2	Luminaire, 150W MH, Black	7	Pole, 25' Black, Steel
3	Lamp, 150W MH	8	Ground Rod Clamp
4	Photoelectric Eye	9	Ground Rod
5	Foundation, 12x12x10, #12-B	10	Concrete Foundation, 18" x 48" x 8" Bolt Center

ISSUED 06/15/03 By: E. Rusk
APPROVAL: UNITED POWER, INC.
DATE: BY: REVISIONS: P.O. BOX 929 • BRIGHTON, CO. 80601
25' LIGHTPOLE WITH 150W MH LUMINAIRE AND ARM M26-150C

NOTES:

EXTERIOR RATED RECEPTACLES TO BE LOCATED ADJACENT TO SOME POLE BASES. DETAIL TO BE COORDINATED.

MOUNTING TO BE COORDINATED BY CONTRACTOR, TO BE MOUNTED TO CONCRETE BASE.



Final Development Plan
Barefoot Lakes Filing No. 3
Planned Unit Development
RESIDENTIAL CHARACTER
Town of Firestone
Weld County
State of Colorado
Sheet 36 of 36

Note:
• Architecture must be similar to the character depicted in these elevations.
• Elevations are representative of quality of residences at Barefoot Lakes.

DESIGNWORKSHOP
Landscape Architecture • Land Planning
Urban Design • Tourism Planning
*Asheville • Aspen • Austin • Denver
Salt Lake City • Lake Tahoe*

1390 Lawrence Street, Suite 100
Denver, CO 80204-2048
(303) 623-5186
Facsimile (303) 623-2260

WWW.DESIGNWORKSHOP.COM

**FINAL DEVELOPMENT PLAN
BAREFOOT LAKES FILING NO. 3**
**TOWN OF FIRESTONE
WELD COUNTY
STATE OF COLORADO**

DW PROJECT NUMBER: 5311

**FIRESTONE
INFORMATION BLOCK**

BAREFOOT LAKES

**RESIDENTIAL
CHARACTER**

Name of application:	Barefoot Lakes Filing No. 3
Type of Submittal:	FDP
Filing #:	3
Phase #:	N/A
First Submittal:	7.28.2017
Revision 1:	12.20.2017
Revision 2:	
Revision 3:	

Sheet 36 of 36

©COPYRIGHT DESIGNWORKSHOP, INC.



Example attached unit (a duplex), with variations and enhancements



Example attached unit (a duplex), with variations and enhancements



Example detached home, with variations and enhancements



**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a.

**FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR
BAREFOOT**

Meeting Date: May 23, 2018

Initiated By: Leah Vanarsdall, Town Clerk

Dept: Planning & Zoning/ Building and Engineering

AGENDA TITLE

Resolution 18-23: A RESOLUTION APPROVING A FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR BAREFOOT LAKES FILING NO.3

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. 7a - Reso 18-23 Barefoot F3 FP and FDP TB

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 18- 23

**A RESOLUTION APPROVING A FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR
BAREFOOT LAKES FILING NO. 3**

WHEREAS, there has been submitted to the Planning and Zoning Commission and Board of Trustees of the Town of Firestone a request for approval of a final plat and final development plan for Barefoot Lakes Filing No. 3; and

WHEREAS, all materials related to this application have been reviewed by Town Staff and found with conditions to be in compliance with Town of Firestone subdivision and zoning ordinances, Development Regulations, and related Town ordinances, regulations, and policies; and

WHEREAS, the Firestone Planning and Zoning Commission held a properly noticed public hearing on the application, and has forwarded to the Board of Trustees a recommendation of approval with conditions; and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Board of Trustees finds the proposed final plat and final development plan should be approved, subject to certain conditions.

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

Section 1. The Final Plat and Final Development Plan for Barefoot Lakes Filing No. 3 are hereby approved, subject to the conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED this 23rd day of May, 2018.

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

EXHIBIT A
Final Plat
Final Development Plan
Barefoot Lakes Filing No. 3
Conditions of Approval

General

1. Provide an updated title commitment when the mylars are provided for recording, to confirming all owners have signed the final plat and FDP.
2. Include reception numbers for Barefoot Lakes Filing No. 1 and Barefoot Lakes Filing No. 2 on the final plat, FDP, and final utility plans.
3. Confirm, or correct as necessary, the areas for OS-B1 and OS-B2 in the Runoff Summary Table and the Final Drainage Plan Map.
4. Revise the Drainage Map as directed by the Town Engineer and provide a signed and stamped copy.
5. In the Final Drainage Report Filing No. 2-Amendment No. 1, provide the Type C area inlet calculation.
6. In the Final Drainage Report Filing No. 2-Amendment No. 1, include the calculation requested by the Town Engineer and provide a signed and stamped copy.
7. Execute a subdivision agreement, in a form to be approved by the Town Attorney.
8. The location of the pipeline in the Kerr-McGee right-of-way in Tract D needs to be shown and the required setback labeled on both the final plat and the FDP.

Final Plat

9. Revise the owner information in the Ownership and Dedication block as necessary to conform with the updated title commitment.
10. On Sheets 4-6, label an additional sight distance easement in Tract B to preserve the sight line along Barefoot Lakes Boulevard and add the following note: "The variable width sight distance easement is a no-build area and restricts vegetation and permanent structures more than three feet tall."

Final Development Plan

11. Correct the sheet index on Sheet 1; Sheet 24 is missing and all subsequent sheets after are incorrectly numbered.

12. The font size for the first two words in the Project Narrative (Project Concept) section on Sheet 2 needs to be adjusted.
13. On Sheet 2, the final sentence in the second paragraph of the Project Concept section should be revised to read as follows (words to be deleted ~~stricken~~; words to be added underlined): “Following the Regional Park Filing No. 1 FDP, this FDP is ~~the fourth part of~~ continues what is becoming a robust active and passive recreation program. . . .”
14. Revise the Enhanced Elevation Table on Sheet 3 to reflect the following:

ENHANCED ELEVATION TABLE			
LOT NUMBER	ENHANCEMENT LOCATION		
	RIGHT	LEFT	REAR
BLOCK 1			
12			X
13			X
14			X
15			X
16			X
17			X
18			X
19			X
20			X
21			X
22			X
23			X
24	X		X

15. On Sheet 3, Accessory Structure, note 3, add the following: “All accessory buildings shall be located on the ground.”
16. On Sheet 10, provide a description of the procedure, method, timing and general water demand impacts of any landscape phasing plan within the FDP sheets.

Final Utility Plans

17. On Sheet 3.1 (Details), provide a detail of the spillway located in Tract C behind the 10’ Inlet and provide erosion protection.
18. On Sheet 4.0, revise to reflect the storm sewer manhole will be installed 6” below the gravel road surface and add a carsonite marker post to locate the center of the manhole.

19. On Sheets 5.1-5.4 (Street Plan & Profile), add the existing grade to the profiles and fade any existing or future improvements and features to clearly depict what is being built with this Filing No. 3.
20. On Sheets 8.6 and 8.10 (Details), identify where the sidewalk chase is located and revise all details to reflect current Town details.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.a.

Discussion/Action

Meeting Date: May 23, 2018

Initiated By: Leah Vanarsdall, Town Clerk

Dept: Planning & Zoning/ Building and Engineering

AGENDA TITLE

Independent Contractor Agreement by and Between the Town of Firestone and THK Associates, Inc. for Professional Consulting Services - Parks Planning and Design Services

SUMMARY

The Town is proposing utilizing THK Associates for landscape design of parks that are directed by the Board of Trustees.

The scope of services outlines a process for THK's facilitation and work through a design project. This outline is recommended, however, there is the flexibility for the Board of Trustees to modify the outlined process when/if desired. The Town was engaged with THK Associates in 2017, for general planning professional services, to supplement the dual role the Town Manager was holding.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees reviewed preliminary designs for an area in Harney Park. An option was chosen and this project will be moved under this budget area, as well as any other park designs directed by the Board of Trustees.

RECOMMENDATION

Staff recommends the Board of Trustees approve the Contract for Professional Services with THK Associates, Inc. for Park Planning and Design.

ALTERNATIVES

The Board can recommend changes to the scope of work, budgeted amount, or choose not to approve the contract.

ATTACHMENTS

1. Parks Planning and Design Services Agmt - THK (2018) DRAFT

FINANCIAL CONSIDERATIONS

The contract amount is for \$30,000. After working with Finance, the funding will come from Capital Projects: Parks and Recreation - 100.8000.3000.000, if approved.

INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND THK ASSOCIATES, INC. FOR PROFESSIONAL CONSULTING SERVICES

1.0 PARTIES

The parties to this Agreement are the **Town of Firestone**, hereinafter referred to as the “Town,” and **THK ASSOCIATES, INC.**, a Colorado corporation, hereinafter referred to as the “Contractor.”

2.0 RECITALS AND PURPOSE

2.1 The Town desires to engage the Contractor for the purpose of providing professional consulting services as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services”).

2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other Contractors to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

4.1 The Town shall pay the Consultant for Services requested and rendered under this Agreement at the hourly rates set forth in Exhibit “A” attached hereto and incorporated herein by this reference. The Town shall pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.) which are deemed necessary for performance of the services and which are pre-approved by the Town Planner. The Contractor’s services total cost shall not exceed a total of \$30,000. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

4.2 The Contractor shall submit monthly an invoice to the Town for Services rendered indicating the nature of the services performed, the time expended thereon, and the dates

of service and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Contractor shall provide such additional backup documentation as may be required by the Town at no cost to the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one-half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates its Town Manager, or his or her designee, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by the Town Manager and such person's designees.
- 5.2 The Contractor designates Kevin Shanks as its project manager and as the principal in charge, who shall be providing the Services under this Agreement.

6.0 TERM

- 6.1 The term of this Agreement shall be January 1, 2018 to December 31, 2018. The Contractor's services under this Agreement shall commence upon execution of this Agreement and shall progress so that the Services are completed in a timely fashion, consistent with the Town's requirements.

7.0 INSURANCE

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
 - 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Firestone,

its officers and its employees, as additional insureds, with primary coverage as respects the Town of Firestone, its officers and its employees, and shall contain a severability of interests provision.

- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Firestone under this contract.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

The parties agree that the Contractor is an independent contractor and not an employee of the Town and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Contractor shall have the right to contract and represents that it does contract for similar services with others. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. This Contract shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Town will not pay a salary or hourly rate, instead of a fixed or contract rate. The Town will not withhold Social Security, Medicare, State or Federal taxes. Earnings in excess of \$600.00 per year will be recorded on IRS Form 1099-MISC and reported to the IRS.

AS AN INDEPENDENT CONTRACTOR, CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY. THE CONTRACTOR IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All drawings, computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Weld County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.1 Exhibit B, the “Town of Firestone Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens”, is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor’s Pre-Contract Certification which Contractor has executed and delivered to the Town prior to Contractor’s execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by national overnight carrier, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Firestone
Attn: Town Manager
151 Grant Ave.
Firestone, Colorado 80520
Telephone: (303) 833-3291

If to the Contractor:

THK ASSOCIATES, INC.
ATTN: Kevin Shanks, Principal
2953 S. Peoria St. #101
Aurora, CO 80014
Telephone: 303-770-7201

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier, or on the United States mail return receipt, if by United States mail. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF FIRESTONE
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Attest: _____
Leah Vanarsdall, Town Clerk

Date: _____

CONTRACTOR:
THK ASSOCIATES, INC.
a Colorado Corporation

By: _____
Kevin Shanks
Title: Vice- President
Date: _____

Exhibit A – Scope of Services

The Contractor (THK) shall assist with the following **Parks Planning and Design Services** as requested by the Town, based on the attached fee rates and costs:

1. Finalization of the landscape design for the Harney Park memorial to include:
 - One draft landscape design
 - Coordination with community as requested by the Town
 - Coordination with the Public Works Director and the Town Manager
 - A Final landscape design provided to the Public Works Director
 - Final cost estimate and nursery order coordination
 - Final illustration and presentation of landscape design to Town Board, as needed
2. Any additional parks planning and design services as directed by the Board of Trustees. The Board of Trustees is able to modify the below outlined Tasks for any specific park design project, as appropriate. The scope of work may be similar to the following:

Task 1: Kickoff Meeting

THK personnel will meet with appropriate staff from the Town of Firestone to review in detail specific project objectives, schedules, methodologies and other project parameters.

Consultant Deliverables:

- Kickoff meeting agenda and minutes
- Project schedule
- Project goals and vision

Task 2: Review Background Information

THK will comprehensively review background information to ensure the team is equipped with all the necessary information to provide the Town and the community with a final product that will meet the goals and expectations.

Task 3: Leadership Task Force Group Meetings

The consultant will work with a Leadership Task Force group to include:

- Owner or Owner representative(s)
- Town representative(s)
- Consultant representative(s)
- Any other representatives as designated by the Town

The Leadership Task Force will meet bi-monthly to work together to discuss the interests and positions of the different representative groups regarding the project.

Consultant Deliverables:

- Attend meetings
- Meeting agendas and minutes per meeting
- Coordinate with Leadership Task Force members as needed

Task 4: Public Meeting / Town Board Presentation #1: Project Introduction

THK will first introduce the Leadership Task Force to Town Board, present the goals and objectives of the project, and gather input from the Trustees. THK will then hold a public meeting to present the Leadership Task Force to the public, present the goals and objectives of the project, and gather input from the public.

Consultant Deliverables:

- Attend Public Meeting #1
- Prepare presentation and materials for Town Board presentation #1
- Present at town board presentation #1
- Compile public and Town Board input

Task 5: Develop Design Alternatives

Based upon the input received from the Leadership Task Force, Town Board, and the Public Meeting, THK will develop design and program alternatives. These alternatives will define the conceptual design and programming elements as well as materials and details. These alternative designs and programs will be developed and refined with direct input from the Leadership Task Force and Town Staff.

Consultant Deliverables:

- Three design alternatives with accompanying programming alternatives, materials and details

Task 6: Public Meeting / Town Board Presentation #2: Presentation of Alternatives for Feedback

Once the design alternatives have been fully developed, they will first be presented to the public for feedback. Soon following the public meeting, the Leadership Task Force will present the design alternatives to the Town Board and report the initial public feedback received.

Consultant Deliverables:

- Attend Public Meeting #2
- Prepare presentation and materials for Town Board Presentation #2
- Present at Town Board Presentation #2
- Compile public and Town Board input

Task 7: Develop Preferred Alternative Design and Site Program

After collecting and compiling the input from Public Meeting / Town Board Presentation #2, THK will incorporate the community and Town Board input, with the direction of the Leadership Task Force and Town Staff. Accordingly, THK will develop and refine a preferred alternative design and program with the input from the Leadership Task Force and Town Staff. A preliminary cost estimate will be provided to aid in the development of the final design.

Consultant Deliverables:

- Final design plan and program
- Preliminary cost estimate

Task 8: Public Meeting / Town Board Presentation #3: Presentation of Preferred Alternative and Preliminary Cost Estimate

The preferred alternative will be presented to the public and to Town Board for final review and approval. With the direction of the Leadership Task Force, THK will incorporate public and Town Board comment.

Consultant Deliverables:

- Attend Public Meeting #3
- Prepare presentation and materials for Town Board Presentation #3
- Present at Town Board Presentation #3
- Compile comments

Task 9: Develop Final Submittal Documents and 100% Construction Documents and Cost Estimates

THK will prepare Submittal Documents and 100% Construction Documents, a final specifications package, and final cost estimates. Dependent upon design, this task may require additional consultants such as civil, structural, geotechnical engineering and survey. Additional consultants can be contracted through THK or directly by the Town with approval of Town Staff.

Consultant Deliverables:

- Complete Submittal Document
- 100% Construction Document Package

THK ASSOCIATES BASE RATE FEE SCHEDULE: 2018

LAND AND DEVELOPMENT PLANNING/LANDSCAPE ARCHITECTURE CHARGE-OUT RATES:

Principal	\$150.00
Professional Landscape Architect.....	\$120.00
Senior Landscape Architect.....	\$110.00
Design Professional.....	\$95.00
Technical	\$80.00
Clerical.....	\$70.00

ECONOMICS AND MARKET RESEARCH CHARGE-OUT RATES:

Senior Principal	\$175.00
Principal	\$150.00
Market Analyst.....	\$95.00
Market Analyst.....	\$80.00
Clerical.....	\$70.00

Labor rates include provisions for salary, taxes, insurance, and profit.

Schedule of Expenses

Mileage.....	\$.54.5/mile
Xerox Copies (8.5" x 11") black & white.....	\$.10/each
Color Copies (8.5" x 11")	\$1.25/each
Xerox Stickyback (8.5" x 11")	\$2.00/each
Plotter Paper - Bond	\$.25/s.f.
Plotter Paper – Bond/Color	\$5.00/s.f.
Plotter Paper – Vellum.....	\$7.50/s.f.
Plotter Paper – Mylar.....	\$10.00/s.f.
Diazo Black Line Paper	\$.65/s.f.
Dry Mount/Foam Core.....	\$3.00/s.f.
Air Transportation	at cost
Lodging and Per Diem	at cost
Parking	at cost
Direct Materials	at cost
Other Consultants	at cost

Exhibit B

Town of Firestone Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Pre-Contract Certification
in Compliance with C.R.S. Section 8-17.5-102(1)**

From: THK ASSOCIATES, INC.
(Prospective Contractor)

To: Town of Firestone

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this _____ day of _____, 2018.

Prospective Contractor: THK ASSOCIATES, INC.

By: _____
Title: _____
State of Colorado

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Certification was acknowledged before me this _____ day of _____, 2018, by [Name] _____, for THK ASSOCIATES, INC.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.b.

Discussion/Action

Meeting Date: May 23, 2018

Initiated By: Jennifer Weinberger, Asst Town Mgr

Dept: Planning & Zoning/ Building and Engineering

AGENDA TITLE

Independent Contract Agreement by and Between the Town of Firestone and THK Associates, Inc. for Professional Consulting Services - General Planning

SUMMARY

This contract with THK Associates, Inc. is for General Planning Services with the Town of Firestone.

The Scope of work outlines the specific items covered under this agreement, including, work for the Gould Property Outline Development Plan, Central Park Plat, PD final construction plans, Native Seed Heights, Astro Turf recommendations and others outlined in Exhibit A.

The agreement also outlines additional services that the contractor can perform upon a contract amendment if desired.

The proposed contract amount is for \$20,277.45, and expires on June 30, 2018.

Staff is working with THK associates on a potential professional services contract agreement for general planning that will mirror the type of contract the Town currently has with LightKelly and CCG.

HISTORY AND PREVIOUS BOARD ACTION

In 2017 the Board of Trustees had a contract with THK Associates, Inc. for general planning services to supplement the dual role carried by the Town Manager.

RECOMMENDATION

Staff recommends we approve the contract agreement with THK Associates, Inc. for Professional Consulting Services - General Planning.

ALTERNATIVES

The Board of Trustees can choose not to enter into the contract agreement.

ATTACHMENTS

1. General Planning Services Agmt - THK (2018)

FINANCIAL CONSIDERATIONS

The contract agreement is for \$20,277.45 to come out of account 100.1000.8990.000 General Admin Other. There is budget in this account for contracts that the Town may engage in that were not specifically budgeted for in a particular area such as Planning in this instance.

INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND THK ASSOCIATES, INC. FOR PROFESSIONAL CONSULTING SERVICES

1.0 PARTIES

The parties to this Agreement are the **Town of Firestone**, hereinafter referred to as the “Town,” and **THK ASSOCIATES, INC.**, a Colorado corporation, hereinafter referred to as the “Contractor.”

2.0 RECITALS AND PURPOSE

2.1 The Town desires to engage the Contractor for the purpose of providing professional consulting services as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services”).

2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other Contractors to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

4.1 The Town shall pay the Consultant for Services requested and rendered under this Agreement at the hourly rates set forth in Exhibit “A” attached hereto and incorporated herein by this reference. The Town shall pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.) which are deemed necessary for performance of the services and which are pre-approved by the Town Planner. The Contractor’s services total cost shall not exceed a total of \$20,277.45. See Exhibit “B” for an associated Project Budget Worksheet. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

- 4.2 The Contractor shall submit monthly an invoice to the Town for Services rendered indicating the nature of the services performed, the time expended thereon, and the dates of service and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Contractor shall provide such additional backup documentation as may be required by the Town at no cost to the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one-half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates its Town Manager, or his or her designee, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by the Town Manager and such person's designees.
- 5.2 The Contractor designates Kevin Shanks as its project manager and as the principal in charge, who shall be providing the Services under this Agreement.

6.0 TERM

- 6.1 The term of this Agreement shall be January 1, 2018 to June 30, 2018. The Contractor's services under this Agreement shall commence upon execution of this Agreement and shall progress so that the Services are completed in a timely fashion, consistent with the Town's requirements.

7.0 INSURANCE

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Firestone, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Firestone, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Firestone under this contract.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq.

10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

The parties agree that the Contractor is an independent contractor and not an employee of the Town and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Contractor shall have the right to contract and represents that it does contract for similar services with others. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. This Contract shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Town will not pay a salary or hourly rate, instead of a fixed or contract rate. The Town will not withhold Social Security, Medicare, State or Federal taxes. Earnings in excess of \$600.00 per year will be recorded on IRS Form 1099-MISC and reported to the IRS.

AS AN INDEPENDENT CONTRACTOR, CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY. THE CONTRACTOR IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All drawings, computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Weld County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.1 Exhibit C, the “Town of Firestone Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens”, is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor’s Pre-Contract Certification which Contractor has executed and delivered to the Town prior to Contractor’s execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by national overnight carrier, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Firestone
Attn: Town Manager
151 Grant Ave.
Firestone, Colorado 80520
Telephone: (303) 833-3291

If to the Contractor:

THK ASSOCIATES, INC.
ATTN: Kevin Shanks, Principal
2953 S. Peoria St. #101
Aurora, CO 80014
Telephone: 303-770-7201

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier, or on the United States mail return receipt, if by United States mail. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF FIRESTONE
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Attest: _____
Leah Vanarsdall, Town Clerk

Date: _____

CONTRACTOR:
THK ASSOCIATES, INC.
a Colorado Corporation

By: _____
Kevin Shanks
Title: Vice- President
Date: _____

Exhibit A – Scope of Services

The Contractor shall assist with the following **General Planning Services** as requested by the Town, based on the attached fee rates and costs:

1. Pre-Application Meetings to include:
 - 12 meetings + expenses
2. Creation of the Gould Property Outline Development Plan.
3. Review of the Town of Firestone Central Park Replat.
4. Review of the Town of Firestone Police Department Final Construction Plans.
5. Review and Analysis of Development Regulations and Municipal Codes for document updates and compatibility to include:
 - Tree Recommendations and Preliminary Landscape Notes
 - Irrigation Standards
 - Native Seed Height
 - Astro Turf recommendations
 - Pre-Application meeting fee
6. Assist with Park Planning to include:
 - Neighbors Point Preliminary Plan and Material Boards
 - Neighbors Point Coordination
 - 1 Parks Board meeting + expenses
7. Project Management and Coordination.

The Contractor can perform additional services upon Contract amendment for the following:

1. Creation and Review of Town acquired land to be approved through the zoning process.
2. Metro District Review and Analysis.
3. Assists with Review of Urban Renewal Authority.
4. Other land planning, landscape architecture or economic analysis.

THK ASSOCIATES BASE RATE FEE SCHEDULE: 2018

LAND AND DEVELOPMENT PLANNING/LANDSCAPE ARCHITECTURE CHARGE-OUT RATES:

Principal	\$150.00
Professional Landscape Architect.....	\$120.00
Senior Landscape Architect.....	\$110.00
Design Professional.....	\$95.00
Technical	\$80.00
Clerical.....	\$70.00

ECONOMICS AND MARKET RESEARCH CHARGE-OUT RATES:

Senior Principal	\$175.00
Principal	\$150.00
Market Analyst.....	\$95.00
Market Analyst.....	\$80.00
Clerical.....	\$70.00

Labor rates include provisions for salary, taxes, insurance, and profit.

Schedule of Expenses

Mileage.....	\$.54.5/mile
Xerox Copies (8.5" x 11") black & white.....	\$.10/each
Color Copies (8.5" x 11")	\$1.25/each
Xerox Stickyback (8.5" x 11").....	\$2.00/each
Plotter Paper - Bond	\$.25/s.f.
Plotter Paper – Bond/Color	\$5.00/s.f.
Plotter Paper – Vellum.....	\$7.50/s.f.
Plotter Paper – Mylar.....	\$10.00/s.f.
Diazo Black Line Paper	\$.65/s.f.
Dry Mount/Foam Core.....	\$3.00/s.f.

Air Transportation	at cost
Lodging and Per Diem	at cost
Parking.....	at cost
Direct Materials	at cost
Other Consultants	at cost

Exhibit B

2018 Town of Firestone General Planning Services Project Budget Worksheet						
			Hourly Rates			
			\$80.00	\$95.00	\$110.00	\$150.00
	January 1 - April 31		May 1 - June 30			
	Billed and Received	Billed and Owed	Hours			
1. Pre-Application Meetings			0	32	0	0
2. Gould ODP			24	4	0	1
3. Central Park Replat Review			0			
4. Police Department Review			2	1	1	0
5. Development Regulations			6	8	4	1
6. Park Planning			4	20	0	1
7. Project Management and Coordination			0	8	0	4
Total Hours			36	73	5	7
Line Item Costs			\$2,880.00	\$6,935.00	\$550.00	\$1,050.00
Total Costs	\$3,918.70	\$4,893.75	\$11,415.00			
Grand Total						\$20,277.45

Exhibit C

Town of Firestone Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.c.

Discussion/Action

Meeting Date: May 23, 2018

Initiated By: Jennifer Weinberger, Asst Town Mgr

Dept: Administration

AGENDA TITLE

Independent Contractor Agreement by and Between the Town of Firestone and THK Associates, Inc. for Professional Consulting Services - Planning and Development Review

SUMMARY

This contract agreement with THK Associates, Inc. is to provide the Town with professional consulting Services- Planning Development and Review.

The scope of work for this contract are activities for activities such as development review, providing comments on submittals for general compliance with the Town Development Regulations, meetings and other development activities. These expenses will be billed back to the developers.

HISTORY AND PREVIOUS BOARD ACTION

Previously the Board had contract staff perform these activities, and then also as part of a dual responsibility of the Town Manager.

RECOMMENDATION

Staff recommends the Board approve the Contract agreement for Professional Consulting Services - Planning and Development Review.

ALTERNATIVES

The Board can choose not to approve the contract, or direct staff with changes.

ATTACHMENTS

1. Planner Contract Agmt -THK (2018)

FINANCIAL CONSIDERATIONS

The cope of services in this agreement will be billed back to the developers.

INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND THK ASSOCIATES, INC. FOR PROFESSIONAL CONSULTING SERVICES

1.0 PARTIES

The parties to this Agreement are the **TOWN OF FIRESTONE**, hereinafter referred to as the “Town,” and **THK ASSOCIATES, INC.**, a Colorado corporation, hereinafter referred to as the “Contractor.”

2.0 RECITALS AND PURPOSE

2.1 The Town desires to engage the Contractor for the purpose of providing professional consulting services as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services”).

2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other Contractors to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

4.1 The Town shall pay the Consultant for Services requested and rendered under this Agreement at the hourly rates set forth in Exhibit “A” attached hereto and incorporated herein by this reference. The Town shall pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.) which are deemed necessary for performance of the services and which are pre-approved by the Town Planner. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

4.2 The Contractor shall submit monthly an invoice to the Town for Services rendered indicating the nature of the services performed, the time expended thereon, and the dates of service and a detailed expense report for pre-approved, reimbursable expenses incurred

during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Contractor shall provide such additional backup documentation as may be required by the Town at no cost to the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one-half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates its Town Manager, or his or her designee, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by the Town Manager and such person's designees.
- 5.2 The Contractor designates Kevin Shanks as its project managers and as the principal in charge who shall be providing the Services under this Agreement.

6.0 TERM

The Contractor's services under this Agreement shall commence upon execution of this Agreement and shall continue until terminated by either party pursuant to Section 13 of this Agreement. Contractor's work shall progress so that Services are completed in a timely fashion, consistent with the Town's requirements.

7.0 INSURANCE

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
 - 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Firestone, its officers and its employees, as additional insureds, with primary coverage as

respects the Town of Firestone, its officers and its employees, and shall contain a severability of interests provision.

- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Firestone under this contract.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

The parties agree that the Contractor is an independent contractor and not an employee of the Town and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Contractor shall have the right to contract and represents that it does contract for similar services with others. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. This Contract shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Town will not pay a salary or hourly rate, instead of a fixed or contract rate. The Town will not withhold Social Security, Medicare, State or Federal taxes. Earnings in excess of \$600.00 per year will be recorded on IRS Form 1099-MISC and reported to the IRS.

AS AN INDEPENDENT CONTRACTOR, CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY. THE CONTRACTOR IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All drawings, computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Weld County in connection with any dispute

arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.1 Exhibit B, the “Town of Firestone Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens”, is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor’s Pre-Contract Certification which Contractor has executed and delivered to the Town prior to Contractor’s execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by national overnight carrier, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Firestone
Attn: Town Manager
8308 Colorado Boulevard
Suite 200
Firestone, CO 80504
Telephone: (303) 833-3291

If to the Contractor:

THK Associates, Inc.
Attn: Kevin Shanks, Principal
2953 S. Peoria St. #101
Aurora, CO 80014
Telephone: (303) 770-7201

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier, or on the United States mail return receipt, if by United States mail. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF FIRESTONE
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Attest: _____
Leah Vanarsdall, Town Clerk

Date: _____

CONTRACTOR:
THK ASSOCIATES, INC.
a Colorado Corporation

By: _____
Kevin Shanks
Title: Vice- President
Date: _____

Exhibit A – Scope of Services

The Contractor shall assist with **Planning and Development Review** of development applications as requested by the Town at rate of \$110.00/hour. Services to be provided by the consultant shall include, but not be limited to:

1. Review development applications submitted to the Town for general compliance with the Town of Firestone Development Regulations;
2. Provide written comments addressed to the Town and distributed to the Firestone Development Review Team;
3. Participate in Firestone Development Team coordination meetings as needed, in person or via call-in;
4. Attend meetings with applicants as needed, in person or via call-in with adequate notice;
5. Be available to respond to applicant planning comment questions or requests for clarification.
6. Such other planning consulting services as the Town may request in connection with development applications.

THK ASSOCIATES BASE RATE FEE SCHEDULE: 2018

LAND AND DEVELOPMENT PLANNING/LANDSCAPE ARCHITECTURE CHARGE-OUT RATES:

Principal	\$150.00
Professional Landscape Architect.....	\$120.00
Senior Landscape Architect.....	\$110.00
Design Professional.....	\$95.00
Technical	\$80.00
Clerical.....	\$70.00

ECONOMICS AND MARKET RESEARCH CHARGE-OUT RATES:

Senior Principal	\$175.00
Principal	\$150.00
Market Analyst.....	\$95.00
Market Analyst.....	\$80.00
Clerical.....	\$70.00

Labor rates include provisions for salary, taxes, insurance, and profit.

Schedule of Expenses

Mileage.....	\$.54.5/mile
Xerox Copies (8.5" x 11") black & white.....	\$.10/each
Color Copies (8.5" x 11")	\$1.25/each
Xerox Stickyback (8.5" x 11")	\$2.00/each
Plotter Paper - Bond	\$.25/s.f.
Plotter Paper – Bond/Color	\$5.00/s.f.
Plotter Paper – Vellum.....	\$7.50/s.f.
Plotter Paper – Mylar.....	\$10.00/s.f.
Diazo Black Line Paper	\$.65/s.f.
Dry Mount/Foam Core.....	\$3.00/s.f.
Air Transportation	at cost
Lodging and Per Diem	at cost
Parking.....	at cost
Direct Materials	at cost
Other Consultants	at cost

Exhibit B

Town of Firestone Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Pre-Contract Certification
in Compliance with C.R.S. Section 8-17.5-102(1)**

From: THK ASSOCIATES, INC.
(Prospective Contractor)

To: Town of Firestone

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this _____ day of _____, 2018.

Prospective Contractor: THK ASSOCIATES, INC.

By: _____
Title: _____
State of Colorado

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Certification was acknowledged before me this _____ day of _____, 2018, by [Name] _____, for THK ASSOCIATES, INC.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.d.

Discussion/Action

Meeting Date: May 23, 2018

Initiated By: Leah Vanarsdall, Town Clerk

Dept: Town Manager

AGENDA TITLE

Halcyon Design LLC - Town Hall Remodel Design Development Contract

SUMMARY

The Town of Firestone engage Halcyon Design LLC, Kelly Dietman, in January of 2017 to do a preliminary renovation design of Town Hall. Halycon came out to Town Hall and did field measurements of the existing building, created a new floor plan incorporating feedback and input from staff, and has met with staff to go over the design.

The fixed fee for this work was \$5,436 and has been completed.

The next phase of the Town Hall renovation is the Town Hall Remodel Design Development Contract.

Halycon has broken down the scope of work into phases totaling \$49,126. The Phases are for Design Development Phase, Construction Phase, Bidding/Permitting Phase and Construction Administration.

HISTORY AND PREVIOUS BOARD ACTION

The Town Hall remodel was discussed and budgeted for during the budget process and during the Board of Trustees budget retreat and budget meetings.

RECOMMENDATION

Staff recommends that the Town Sole Source this contract to Halycon Design LLC. for the Remodel Design Development Contract. The estimated remodel will be between \$1,500,000 to \$1,700,000. The typical expenditure for an architect on this type of project is between 10-12% of the total cost.

Ms. Dietman is a Firestone Resident and on our Planning and Zoning Commission. She is charging a set fee of \$49,126.

ALTERNATIVES

The Board can approve the contract and send this project out to bid.

ATTACHMENTS

1. 1801 Firestone Town Hall Remodel DD-CD-CA Proposal

FINANCIAL CONSIDERATIONS

There is approximately \$2,563,459 in Municipal Impact Fees that will be used to fund this contract and the remodel. This will come out of Tenant Finish budget line 100.1000.8150.000.



May 16, 2018

Jennifer Weinberger
Assistant Town Manager
Town of Firestone
151 Grant Ave.
Firestone, CO 80504

Re: #1801 Firestone Town Hall Remodel DD-CD-B-CA Phases

Ms. Weinberger:

The following is a Scope of Work for Professional Services to complete the Design and Construction Administration process for this interior remodel project. The Preliminary Design phase of the project has been completed and approved by Owner, per the attached floor plan dated February 25, 2018 . The project consists of an approximately 7,800 s.f. single story office building. The Town of Firestone has currently adopted the 2012 I-Codes and Title 15 Amendments. We assume that structural engineering, building exterior and site design are not required for the project. An outline scope of work is as follows:

Design Development (DD) Phase

- Code Analysis of approved layout;
- Design presentation to Staff;
- Refinement of Architectural Floor and Ceiling Plans;
- First draft Mechanical, Plumbing and Electrical Design;
- Consultant coordination;
- Design review meeting with Board of Trustees;

Design Development Completion total fee.....\$9,702

Construction Documents (CD) Phase

- Code consultation meeting with Safebuilt & Fire Dept. staff;
- Architectural Drawing Sheets to include:
 - o Cover Sheet with Project Data and General Notes
 - o Code Compliance Plan with Code Analysis
 - o Main Floor Plan with Dimensions and Notes
 - o Reflected Ceiling Plan with Spec. Notes and Details
 - o Finish Plan with Spec. Notes and Details
 - o Enlarged Restroom and Break Room Plans, Elevations and Casework Details, as needed
 - o Typical Details
- Mechanical Sheets to include:
 - o General Notes and Design Criteria

- o Equipment Schedules and Typical Details
 - o Mechanical Floor Plan
- Plumbing Sheets to include:
 - o Fixture Schedules and General Notes
 - o Plumbing Floor Plan
- Electrical Sheets to include:
 - o General Notes and Equipment Schedules
 - o Lighting Plan
 - o Power Plan
- Specification notes on Drawing Sheets (not book spec.);
- 70% Complete Design review meeting with Owner;
- Coordinate final Owner comments;
- Compilation of wet-stamped permit documents for permit submittal and bidding;
- ComCheck Compliance Reports for HVAC and Lighting;

Construction Document Completion (CD) Fee.....\$20,350

Bidding/Permitting (B)

- Prepare Request for Qualifications (RFQ) document for Contractor selection;
- Assist Owner with RFQ evaluation;
- Distribute Construction Documents for Bidding to selected Contractors;
- Answer bid questions via Addendum;
- Assist Owner with Contractor Bidding process;
- Assist Awarded Contractor with permit application;
- Answer permitting questions as required;

Bidding/Permitting Phase (BP) Fee.....\$6,534

Construction Administration

- Product and Material Submittal review by design team;
- Answer construction questions via Request For Information (RFI) and Architect's Supplemental Information (ASI) format;
- Bi-monthly site visits (up to 10 visits) by Architect to review project progress and conformance with design;
- Attend Owner-Architect-Contractor (OAC) meetings scheduled to coincide with site visit;
- Final Punch List walk with Design Team and Client to review project Substantial Completion;
- Architect will issue written Punch List by design team;

Construction Administration (CA) Fee.....\$12,540

To accomplish the above general outlined scope of work, Halcyon Design and Consultants proposes the following total Fixed Professional Fee for this project of \$49,126. Work will be invoiced at the end of each month, with percentage of completion noted, until project completion and issuance of Certificate of Substantial Completion.

Included in proposed fee:

- Mileage for meetings and site visits as noted above;
- Digital site photos;
- Paper reproductions outlined in scope.

Excluded from fee:

- ComCheck Compliance Report for building envelope;

- Construction materials testing;
- Hazardous materials testing and/or abatement;
- LEED certification tracking;
- Fire line, fire alarm or fire sprinkler design;
- Courier and postal services;
- Printed photos;
- Expense of reproductions beyond those mentioned above;
- Submittal, Application, Recording or Permit Fees;
- Any service not itemized above;

These expenses are in addition to the professional design services and will be reimbursed monthly at 1.10 (110%) times the actual expenditures made by the Architect and the Architect's consultants in the interest of the Project. If the allotment noted above for mileage and reproductions is exceeded, Architect will submit an itemized invoice to identify the actual expenditure.

Optional/Additional Services

- Design changes requested by Client after 75% construction document completion will be invoiced at hourly rates of Architect and Consultants;
- Design changes requested by Client during Construction will be invoiced at hourly rates of Architect and Consultants;
- Additional site visits or meetings beyond those noted above will be invoiced at hourly rates of Architect and Consultants;

Thank you for the opportunity of presenting this agreement for professional services. If this scope of service is acceptable, please sign a copy of this letter, and return for our file. We are available to begin work on this project within one week of receipt of signed agreement.

Respectfully,

 Kelly Deitman
2018.05.16
13:42:23 -06'00'

Kelly C. Deitman, AIA, NCARB, LEED AP, President
PO Box 30, Frederick, CO 80530
8393 W. I-25 Frontage Rd, Unit #1
Frederick, CO 80516
303.906.2617 (cell)
kelly@halcyonarch.com

Town of Firestone Representative

Contact terms

Architect's Responsibility

- 1.1 The Architect shall provide the professional services as set forth in this Agreement. The Architect shall perform services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances.
- 1.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this project.
- 1.3 The Architect shall maintain both General Liability and Professional Liability insurance for the duration of this Agreement, and can provide certificates of insurance to Owner upon request.
- 1.4 Notwithstanding any clause in this Agreement to the contrary, the Architect expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether Architect performed its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or

similar circumstances. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the parties.

1.5 Architect and Consultants shall exercise the reasonable standard of care to comply with requirements of all applicable codes, regulations, and current written interpretation thereof published and in effect during the Architect and Consultant's services. In the event of changes in such codes, regulations or interpretations during the course of the Project that were not and could not have been reasonably anticipated by the Architect and Consultants and which result in a substantive change to the construction documents, the Architect and Consultants shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes.

1.6 The Client acknowledges that the requirements of federal, state, and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations. The Architect and Consultants will use reasonable professional efforts and judgment to correctly interpret and apply such requirements. The Architect and Consultants, however, cannot and does not warrant or guarantee that the work will comply with the interpretation of such requirements by others.

Scope of Architect's Basic Services

2.1 The Architect's Basic Services consist of those described in the signed proposal. The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, review laws, codes and regulations, attend project meetings, communicate with members of the Project team and report progress to Owner on a regular basis.

2.2 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's knowledge or consent.

2.3 Based on the approval of the Preliminary Design, the Architect shall prepare Design Development drawings for Owner's approval. Design Development drawings shall be consistent with approved Preliminary Design, and shall consist of drawings and diagrams to describe building systems, typical conditions, and design criteria as originally established.

2.4 Based on the approval of the Design Development documents, and any Owner's authorization of adjustments in the Project requirements, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development documents and shall consist of documents establishing the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to construct the Work, the Contractor will provide additional information, including shop drawings, product data, and other similar submittals, which the Architect will review for conformance with the design and approved Project goals.

2.5 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

2.6 The Architect shall visit the site at intervals described in the agreed upon scope of work, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner known deviations from the Contract Documents or from defects and deficiencies observed in the Work.

2.7 The Architect's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce design professional's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify Architect from any and all claims, damages losses or costs associated with or arising out of such reduction in services.

2.8 Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, and shall not be required to sign any documents that would

result in Architect having to certify the existence of conditions whose existence the Architect cannot ascertain. Any certificate will state that it is based on the best of the Architect's knowledge, information and belief.

2.9 Architect shall review and comment upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component. If the Architect is required to review a specific submittal more than twice, the Architect reserves the right to invoice the Contractor for additional services.

2.10 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Owner's Responsibilities

3.1 The Owner and Contractor shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work during Construction.

3.2 The Owner or Contractor shall promptly report to the Architect any defects or suspected defects in the Architect's services of which the Owner or Contractor becomes aware, so that the Architect may take measures to minimize the consequences of such a defect. Failure by the Owner and Contractor or subcontractors to notify the Architect shall relieve the Architect of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Copyrights and Licenses

4.1 The Architect and Consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes, including requirements for Certifying Authority, in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

4.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining altering and adding to the Project. The licenses granted under this section permit the Owner to authorize the Contractor, Subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. The licenses granted in this Section are valid only if the Owner substantially performs its obligations under the Agreement, including prompt payment of all sums when due. If the Architect rightfully terminates this Agreement for cause as provided in this Agreement, the licenses granted in this Section shall terminate.

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

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

Limitation of Liability:

5.1 In recognition of the relative risks, rewards, and benefits of the project to both the Client and Halcyon Design LLC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Halcyon Design, LLC's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses, arising out of this agreement from any cause or causes, shall not exceed \$50,000 or Halcyon Design's total fee for the services rendered on the project, whichever is greater. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Claims and Disputes

6.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the methods of binding dispute resolution identified in this Agreement within the period specified by applicable law, but in any case not more than five (5) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section.

6.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Architect, as appropriate, shall require the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

6.3 Notwithstanding anything in this Agreement to the Contrary, it is agreed that neither party shall be liable in any event for any special or consequential damages suffered by the client arising out of the services hereunder. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use on any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

6.4 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share mediator's fee and any filing fees equally.

6.5 Architect shall indemnify and hold harmless (but not defend) the Client, its officers, directors, and employees, from and against those damages and costs that the Client is legally obligated to pay as a result of third party tort claims, including the death of or bodily injury to any person or the destruction or damage to any tangible property, to the extent caused by the negligence of the Architect or anyone for whom the Architect is legally responsible, subject to the any limitations of remedies or liability contained in this Agreement.

6.6 "Prevailing party" is the party who recovers at least 67% of its total claims in the action or who is required to pay no more than 32% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for monetary damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the Prevailing Party.

6.7 The Client shall not withhold amounts from the Architect compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. If the Client, other than as allowed by the Contract or other than due to the fault of the consultant, fails to pay the consultant undisputed amounts due within thirty (30) days after the time that such amounts are due to be paid, the consultant may, upon seven (7) additional days' written notice to the client, stop the Work until payment of such undisputed amount is paid. The Contract Time and Contract Sum shall be extended appropriately to reflect the Contract's reasonable costs of shut-down, delay and start-up.

Termination or Suspension

7.1 If Client fails to make payments of the Architect's Fee or reimburse expenses when due, other than in connection with a good faith dispute of the amount owing or by reason of the breach of this Agreement by Architect, Architect may suspend performance of services hereunder if such failure to pay continues for fifteen (15) days following notice to client of such breach.

7.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension.

7.3 Either party may terminate this Agreement upon not less than ten days' written notice should the other party fail substantially to perform in accordance with this Agreement, through no fault of the party initiating the termination.

7.4 Either party may terminate this Agreement upon not less than ten days' written notice to the other for convenience and without cause. In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses due at the time of termination.

Miscellaneous Provisions

8.1 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Owner or Architect.

8.2 Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and describe the facts and circumstances giving rise to the need. Additional services may be listed in the aforementioned scope of work, and may also include services necessitated by: change in Owner's Initial Information, changes in Instruments of Service as requested by Owner to reduce the construction cost of the project; enactment or revision of codes, laws or regulations including editing previously prepared Instruments of Service, editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations when those Instruments of Service were prepared in accordance with the applicable standard of care.

8.3 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, which shall be arranged by mutual consent of the Architect and Owner, and at the convenience of the both parties. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

ORDINANCE NO. 933

AN ORDINANCE APPROVING A LEASE-PURCHASE AGREEMENT FOR SIX NEW PUBLIC WORKS VEHICLES

WHEREAS, the Town is authorized by applicable law, including but not limited to C.R.S. § 31-15-801 et seq., to acquire equipment and to enter into leases for the same, which leases may include an option to purchase and acquire title to the leased property; and

WHEREAS, the Board of Trustees deems it necessary and desirable for the efficient and proper functioning of the Town and for the health and safety of the Town's inhabitants to acquire six new public works vehicles; and

WHEREAS, the Board of Trustees has determined it is in the best interest of the Town and its inhabitants to enter into the lease contemplated herein for the lease with option to purchase of 2018 Ford F-250 vehicles to be used by the Town public works department;

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

Section 1. The Master Equipment Lease-Purchase Agreement between the Town and Ford Motor Credit Company LLC (the "Lease") for lease and acquisition of six 2018 Ford F-250 vehicles, which Lease includes an option to purchase and acquire title to the vehicles, is hereby approved in essentially the same form as the copy of such Lease accompanying this ordinance.

Section 2. The Mayor and Town Clerk are authorized to execute the Lease on behalf of the Town, except that the Mayor is further hereby granted the authority to negotiate and approve such revisions to said Lease as determined necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Lease are not altered. The Lease shall be in a principal amount not to exceed \$166,559.00, will bear interest at a rate not to exceed 6.20% per annum and the aggregate of the initial term and all renewal terms shall not exceed five years. The Lease shall contain an option to purchase by the Town as therein set forth.

Section 3. The Mayor and Town Clerk are authorized to execute the Lease on behalf of the Town. The Mayor, Town Clerk, Town Attorney, and Town staff are further authorized to execute such other documents as are necessary to implement the Lease, and Town staff is authorized and directed to make payments under the Lease for which funds are legally available.

Section 4. All financial obligations of the Town under the Lease shall be subject to annual budgeting and appropriation, and nothing herein shall be deemed to authorize, or construed to authorize, any multiple-fiscal year direct or indirect obligation whatsoever.

Section 5. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of

Trustees hereby declares it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 6. All actions heretofore taken by Town employees, officers and members of the Town Board of Trustees, not inconsistent with the provisions of this ordinance, are hereby ratified, approved and confirmed.

Section 7. 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 _____, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk



FORD CREDIT

**REVISED Lease/Purchase Financing Proposal
Town of Firestone, Schedule: 9230101**

May 16, 2018

Quantity	Description	Price
6	2018 Ford F-250	\$27,669.00

Total Amount Financed*	of Payments	Payment Timing	APR	Payment Factor	Payment Amount
\$166,559.00	5	Annual in Advance	6.20%	0.224755	\$37,434.97

*\$545.00 underwriting fee included

EXPIRATION DATE: 07/13/2018**All vehicles must be delivered, executed contract and payment to Ford Credit prior to this date.**

This proposal, until credit approved, is not a commitment by Ford Credit Municipal Finance. It has been prepared assuming that the lease qualifies for Federal Income Tax Exempt Status for Ford Credit Company LLC under Section 103 of the IRS Code. Financing is subject to credit review and approval of acceptable documentation by Ford Credit Municipal Finance.

MUNICIPALITY REQUIREMENTS

In order for us to proceed with the approval process, please fax to (313) 390-3783 or email jdoty@ford.com the following items:

- Most recent audited financial statements.
- Copy of Board Resolution or Meeting Minutes showing proof of appropriation.
- Completed Municipal Finance Application (attached).

Note: Please forward the **signed original** Municipal Finance Application by mail to Ford Credit Municipal Finance, 1 American Road-MD 7500, Dearborn, MI 48126.

DEALERSHIP REQUIREMENTS

In order for Ford Credit Municipal Finance to prepare the Lease/Purchase Financing documentation for the municipality, the following items are required from Spradley Barr Ford:

- Vehicle vin number(s) and/or equipment serial number(s).
- Itemized list of equipment, if applicable.
- On dealership letterhead, provide the following wire instructions, if not already on file in the following format:
 - dealership's bank name,
 - dealership's bank 9-digit ABA routing number,
 - dealership's bank account number,
 - signature and title of person providing the information.

Note: You should not deliver any of the vehicle(s) and/or equipment to the municipality until credit has been approved and we receive our fully executed contract and first payment, if applicable.

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.



FORD MOTOR CREDIT COMPANY LLC
MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT
Lease No. «LeaseNo»

Lessee: «Municipality»
«LesAddr2»
«LesCity», «LesState» «LesZip»

Lessor: **Ford Motor Credit Company LLC**
1 American Road
Dearborn, MI 48126

The terms of this Master Equipment Lease Purchase Agreement (the "Master Agreement") are terms which will be incorporated into, and constitute a part of, one or more lease schedules executed from time to time by Lessor and Lessee (together with all attachments thereto, a "Schedule," or "Lease" or collectively, the "Schedules" or "Leases"), pursuant to which Lessee agrees to lease from Lessor, the equipment, including all additions, attachments, accessions, and substitutions thereto (the "Equipment"), described in each such Schedule. Each executed and delivered Schedule will constitute a separate, assignable obligation.

1. TERM AND TERMINATION. The lease term (the "Lease Term") for the Equipment listed in each Schedule will commence on the earlier of (i) the date on which the Equipment listed on the Schedule is accepted by Lessee by the execution of a Delivery and Acceptance Certificate as required under Section 3 below, or (ii) the date on which sufficient moneys to purchase such Equipment are deposited for that purpose with an escrow agent (the "Commencement Date"), and, unless earlier terminated as expressly provided for in Sections 6, 19 or 20 of this Master Agreement, will continue until the expiration date (the "Expiration Date") set forth in the applicable Schedule.

2. LEASE PAYMENTS. For the lease of the Equipment listed in each Schedule, Lessee shall pay to Lessor the lease payments and other charges (the "Lease Payments") set forth in the applicable Schedule. As set forth in the applicable Schedule, each Lease Payment includes a principal portion and an interest portion. The Lease Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor or its assignee may from time to time designate in writing) on the first Lease Payment Date and thereafter as set forth in the applicable Schedule. If any Lease Payment is received later than 10 days after the due date, Lessee will pay a late payment charge equal to 1.8% of the amount of the Lease Payment or the maximum amount permitted by law, whichever is less. Except as specifically provided in Section 6 hereof, the obligation of Lessee to make the Lease Payments hereunder and perform all of its other obligations hereunder will be absolute and unconditional in all events and will not be subject to any abatement, setoff, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances. Lessee reasonably believes that sufficient funds can be obtained to make all Lease Payments during the applicable Lease Term and hereby covenants that the official of Lessee responsible for budget preparation will do all things lawfully within his or her power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for Lease Payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his or her best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation. The foregoing provisions shall not be construed to require Lessee's governing body or other governmental body charged with budgeted or appropriating funds for Lessee to budget or appropriate funds to make Lease Payments. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder and each Schedule hereto shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

3. CONDITIONS TO LESSOR'S PERFORMANCE UNDER SCHEDULES; DELIVERY AND ACCEPTANCE OF EQUIPMENT. (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following: (i) if requested by Lessor, a certification satisfactory to Lessor of the Clerk or Secretary or other comparable officer of Lessee as to due authorization and approval, incumbency of officers and such other matters as Lessor may require; (ii) if requested by Lessor, an opinion of counsel to Lessee respecting such Schedule in substantially the form attached hereto as **Exhibit A** and otherwise satisfactory to Lessor; (iii) all documents, including an application for certificate of title with lien notice, as applicable, and other financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Sections 8 and 15; (iv) board minutes in a form acceptable to Lessor; (v) a copy of the executed Internal Revenue Services ("IRS") form 8038-G or 8038-GC, as appropriate, as filed, or to be filed, with the IRS, (vi) satisfactory proof of property and liability insurance coverage and (vii) such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor. This Master Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Master Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion, and no Lease will be binding or commence until accepted by Lessor. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(b) Lessee will cause the Equipment to be delivered to Lessee at the location specified in the applicable Schedule ("Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor within three days of delivery of the Equipment.

4. WARRANTIES. (a) Assignment of Warranties. So long as no Event of Default has occurred and is continuing, Lessor assigns to Lessee during the Lease Term of the Equipment all manufacturer's warranties, if any, expressed or implied with respect to the

Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee will resolve any claims under such warranties directly with the appropriate manufacturer or supplier of the Equipment. Lessee's sole remedy for the breach of any warranty shall be against the party providing the warranty, and not against Lessor. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer or supplier of the Equipment.

(b) **DISCLAIMER OF WARRANTIES.** LESSEE ACKNOWLEDGES AND AGREES THAT (1) THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, (2) LESSOR IS NOT A MANUFACTURER, DISTRIBUTOR, VENDOR OR SUPPLIER OF THE EQUIPMENT, (3) LESSOR LEASES AND LESSEE TAKES THE EQUIPMENT AND EACH PART THEREOF "AS-IS" AND (4) LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, OR AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, OR AS TO ANY OBLIGATION BASED ON STRICT LIABILITY IN TORT OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY LESSEE AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF.

5. RETURN OF EQUIPMENT. Unless Lessee shall have exercised its purchase option as provided in Section 20 hereof, upon the expiration or earlier termination of the Lease Term of the Equipment pursuant to the terms hereof, Lessee shall, at its sole expense but at Lessor's option, return the Equipment to Lessor in good working condition, packed for shipment in accordance with manufacturer's specifications and freight prepaid and insured to any location designated by Lessor.

6. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Master Agreement or any Schedule to the contrary, in the event no funds or insufficient funds are appropriated and budgeted and sufficient funds are not otherwise made available in any fiscal period for all Lease Payments under a Lease, Lessee will immediately notify Lessor in writing of such occurrence and provide documentation evidencing such non-appropriation satisfactory to Lessor, and the Lease Term for the Equipment under that Lease shall terminate on the last day of the fiscal period for which sufficient appropriations have been received or made without penalty or expense to Lessee, except as to Lessee's obligations and liabilities under any Lease relating to, or accruing or arising prior to, such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment under that Lease to Lessor on the date of such termination in the manner set forth in Section 5 hereof and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

7. REPRESENTATIONS AND WARRANTIES. Lessee represents and warrants as of the date hereof, and as of the date of each Schedule, that: (a) Lessee is a State or a fully constituted political subdivision of a State, and has a substantial amount of one or more of the following sovereign powers: (1) power to tax, (2) power of eminent domain, or (3) police power, and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence; (b) Lessee is authorized under the constitution and laws of the State to enter into and agree to the terms of this Master Agreement and, as of the date of each Schedule, that Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder; (c) the execution, delivery and performance by the Lessee of this Master Agreement, and each Schedule incorporating the terms of this Master Agreement has been duly authorized by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval, and will not result in contravention of any state, county, district, city or town statute, charter, ordinance, resolution, rule, regulation or other governmental provision or requirement, including, without limitation any applicable debt limitations; (d) each Schedule incorporating the terms of this Master Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (e) all required public bidding procedures, and the purchase of the Equipment covered by each Schedule have been followed by Lessee, and, as of the date of each Schedule, no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of that Schedule; (f) Lessee has made sufficient appropriations or other funds available to pay all Lease Payments and other amounts due hereunder for the current fiscal period; (g) the use of the Equipment by Lessee is essential to and will be limited to the performance by Lessee of one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (h) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default hereunder or a default under any debt, revenue or purchase obligation which it has issued or to which it is a party exists, nor has it been in default under any such obligation at any time during the past five years; (i) no lease, rental agreement or contract for purchase to which Lessee has been a party at any time during the past five years has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period; and (j) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Master Agreement or any Schedule incorporating the terms of this Master Agreement, or any other document, agreement or certificate that is used or contemplated for use in the consummation of the transactions contemplated by this Master Agreement or any Schedule.

8. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon acceptance of the Equipment by Lessee, title to the Equipment will vest in Lessee subject to Lessor's rights under the Schedule and the terms of this Master Agreement; provided, however, that title will immediately vest in Lessor without any action by Lessee and Lessee shall immediately surrender possession of the Equipment to Lessor in accordance with Section 5 hereof, if Lessee terminates the Lease Term of the Equipment pursuant to Section 6, or upon the occurrence of an Event of Default, or if Lessee does not exercise the purchase option prior to the Expiration Date. It is the intent of the parties that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. In order to secure all of its obligations under each Lease, Lessee hereby (a) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment covered by that Lease including but not limited to computer programs and computer

documentation, if any, relating to the Equipment and in all additions, attachments, accessions, and substitutions thereto whether now owned or hereafter acquired, and on any proceeds therefrom, (b) agrees that the applicable Lease may be filed as a financing statement evidencing such security interest, (c) agrees to execute and deliver all financing statements, certificates of title and other instruments in form satisfactory to Lessor necessary or appropriate to evidence such security interest, and (d) authorizes Lessor acting on behalf of Lessee to file any financing statements and to take any other action required to perfect and maintain Lessor's security interest in the Equipment.

9. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment. Lessee shall comply with all laws, ordinances, insurance policies and regulations relating to the possession, use, operation or maintenance of the Equipment. Lessee, at its expense, will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefor.

10. ALTERATIONS. Lessee will not make any modifications, alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such modifications, alterations, additions or improvements may be readily removed without damage to the Equipment.

11. LOCATION; INSPECTION. The Equipment will not be removed from or, if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

12. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under any Schedule incorporating the terms of this Master Agreement. Lessee shall pay, when due, to the extent required by law, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges, or taxes when due, Lessor may, but need not, pay said charges or taxes and, in such event, Lessee shall reimburse Lessor therefor on demand, with interest at the maximum rate permitted by law from the date of such payment by Lessor to the date of reimbursement by Lessee.

13. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under any Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, within 30 days of such determination, Lessee, at the option of Lessor, will either (a) replace the same with like equipment in good repair (with its own funds to the extent that sufficient insurance proceeds are not available for that purpose) and convey, to the extent permitted by law, a security interest in such replacement equipment to Lessor (at which time such equipment will become Equipment subject to the Lease), or (b) pay Lessor an amount equal to (1) the Concluding Payment for the immediately preceding Lease Payment Date as set forth in the applicable Schedule, (2) the accrued interest portion of the next Lease Payment through the date such amount is paid, and (3) all other amounts then due under any Schedule with respect to such Equipment. In the event that Lessee is obligated to make such payment pursuant to clause (b) above with respect to less than all of the Equipment under a Schedule, Lessor will provide Lessee with the pro rata amount of the Concluding Payment to be made by Lessee with respect to the Equipment which has suffered the event of loss. The pro rata amount will be calculated on the basis of the Cash Price shown on the Schedule for the particular item of Equipment that has been lost, stolen, destroyed or damaged and the aggregate Cash Price of all items of Equipment under the same Schedule. Upon receipt of the Concluding Payment, Lessee shall be entitled to whatever interest Lessor has in such Equipment, in its then condition and location, without warranties of any kind.

14. PERSONAL PROPERTY. The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

15. INSURANCE. Lessee, will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers satisfactory to Lessor, or may self-insure against any or all such risks under a self-insurance program satisfactory to Lessor. In no event will the insurance limits be less than the amount of the then applicable Concluding Payment with respect to such Equipment, as shown on the applicable Schedule. Each insurance policy will name Lessee as an insured and Lessor as an additional insured, and will contain a clause requiring the insurer to give Lessor at least 30 days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies or self-insurance will be payable to Lessee and Lessor as their interests may appear. Upon acceptance of the Equipment, on or before each insurance renewal date, and otherwise at Lessor's request, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto and shall permit Lessor to participate and cooperate with Lessee in making any claim for insurance in respect thereof. Should Lessee fail to obtain such insurance or to provide evidence thereof to Lessor, Lessor may, but shall not be obligated to, obtain such insurance on Lessee's behalf and charge Lessee for all costs and expenses associated therewith. Without limiting the generality of the foregoing, Lessee specifically acknowledges and agrees that if Lessor obtains such insurance on Lessee's behalf, Lessee will be required to pay a monthly insurance charge. The insurance charge will include reimbursement for premiums advanced to the insurer, finance charges (which will typically be at a rate higher than the rate used to determine the Lease Payment amount payable by Lessee), billing and tracking fees, administrative expenses and other related fees.

16. INDEMNIFICATION. Since Lessor's sole responsibility in connection with this transaction is to provide an amount equal to the principal portion of the Lease Payments to pay costs of the acquisition and lease of the Equipment, the parties intend that Lessor incur no liability, cost or expense with respect to Lessee's possession, use, condition, storage, operation or return of the Equipment, or the loss of federal tax exemption of the interest on any Lease. Accordingly, Lessee agrees, to the extent permitted by law, to indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, penalties, interest, damages or liabilities, including attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery,

installation, ownership, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. The indemnification provided under this Section shall survive the full payment of all obligations under all Schedules or the termination of the Lease Term for a Schedule for any reason.

17. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of any Schedule, or the Equipment or any interest in this Master Agreement, any Schedule or the Equipment or (b) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may, without the Lessee's consent, assign all or any portion or portions of its rights, title and interest in and to this Master Agreement, any Schedule, the Equipment or any documents executed with respect to this Master Agreement or any Schedule, and/or grant or assign a security interest in this Master Agreement, any Schedule and the Equipment, in whole or in part, and Lessee's rights will be subordinated thereto. Lessee consents and specifically authorizes Lessor to forward any documentation and information that Lessor now has or may hereafter acquire in connection with any transaction between Lessor and Lessee, to any potential investor, rating agency and any other party involved in the sale, transfer, assignment, securitization or participation transaction involving this Master Agreement, any Schedule or the Equipment or any interest in this Master Agreement, any Schedule or the Equipment. Lessor's assignees shall have all of the rights of Lessor under any Lease with respect to the rights and interest assigned. Any such assignment to an assignee may provide that Lessor or the assignee shall act as a collection and paying agent for any assignee, or may provide that a third-party trustee or agent shall act as collection and paying agent for any assignee. Subject to the foregoing, the rights and obligations under any Lease inure to the benefit of and are binding upon the successors and assigns of the parties hereto. Lessee covenants and agrees not to assert against the assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. Upon any assignment by Lessor, unless Lessor provides Lessee written notice to the contrary, all Lease Payments shall continue to be directed to Ford Motor Credit Company LLC ("Ford Credit"), who agrees to accept such payments for the benefit of the assignee. Lessee hereby appoints Ford Credit, or its designee, to act as its registration agent, and Ford Credit shall maintain, or cause to be maintained, a book-entry record identifying the name, address and taxpayer identification number of the owner of payments due under each Schedule, and to keep or cause to be kept a complete and accurate record of all assignments, in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees to acknowledge in writing, any assignment(s) if so requested, and to make payments directly to the new owner (assignee) if and when so directed.

18. EVENT OF DEFAULT; WAIVERS. Any of the following events shall constitute an "Event of Default" under any Lease: (a) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of that Lease, and any such failure continues for 10 days after the due date thereof; (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it under that Lease, other than as referred to in clause (a) above; (c) the discovery by Lessor that any statement, representation, or warranty made by Lessee in that Lease or in any writing ever delivered by Lessee pursuant thereto or in connection herewith was false, misleading, or erroneous in any material respect; (d) any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease; (e) Lessee becomes insolvent, or is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of any of its assets, or a petition for relief is filed by Lessee under any bankruptcy, insolvency, reorganization or similar laws, or a petition in, or a proceeding under, any bankruptcy, insolvency, reorganization or similar laws is filed or instituted against Lessee; (f) Lessee fails to make any payment when due or fails to perform or observe any covenant, condition, or agreement to be performed by it under any other agreement or obligation with Lessor or an affiliate of Lessor and any applicable grace period or notice with respect thereto shall have elapsed or been given; or (g) an attachment, levy or execution is threatened or levied upon or against the Equipment under that Lease. **The waiver by Lessor of any breach by Lessee of any term, covenant or condition of a Lease shall not operate as a waiver of any subsequent breach thereof or of any other Lease.**

19. REMEDIES. Upon the occurrence of an Event of Default under any Lease, and as long as such Event of Default under any Lease is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under that Lease or all Leases, and all remaining Lease Payments due under that Lease or all Leases during the fiscal year of Lessee in which the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee, at Lessee's expense, to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Lease Payments and other amounts payable by Lessee hereunder plus the then applicable Concluding Payment, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under the Lease, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this paragraph shall not exceed the Lease Payments and other amounts otherwise due hereunder, plus the remaining Lease Payments and other amounts payable by Lessee hereunder to the end of the then current fiscal year of Lessee; (c) terminate unfunded commitments under any escrow agreement; and (d) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state where the Equipment is then located or any other applicable law or proceed by appropriate court action to enforce the terms of such Lease(s) or to recover damages for the breach of such Lease(s) or to rescind that Lease as to any or all of the Equipment under such Lease(s). In addition, Lessee will remain liable for all covenants and indemnities under the terms of this Master Agreement and any Schedule and, to the extent permitted by law, for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. Lessor may be a purchaser at any sale of the Equipment pursuant to this Section 19. The proceeds of any sale, lease or sublease of the Equipment pursuant to this Section shall be applied as described in clause (b) above, with the balance, if any, being paid to Lessee.

20. PURCHASE OPTION. On the last day of the Lease Term, as well as at any time upon at least 30 days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, Lessee will have the right to purchase all (but not less than all) of Lessor's interest in the Equipment under any Schedule, at a purchase price equal to the sum of (a) the Concluding Payment for the immediately preceding Lease Payment Date, as set forth in the applicable Schedule, (b) the accrued interest portion of the next Lease Payment through the date the purchase price is paid, and (c) any other amounts then due under the Lease with respect to such Equipment (including the Lease Payment otherwise due, if the purchase date occurs on a Lease Payment Date). Upon satisfaction by Lessee of such

purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied.

21. TAX COVENANTS; INDEMNITY. (a) Tax Assumptions and Covenants. The parties assume that, and Lessor is entering into this Master Agreement and each Schedule with the expectation that, Lessor can exclude from Federal gross income the interest portion of each Lease Payment set forth in each Schedule under the column captioned "Interest Portion." Lessee covenants that (a) Lessee will execute and file, or cause to be filed, with the Internal Revenue Service, the appropriate Form 8038-G or 8038-GC for each Schedule; (b) Lessee shall be the only entity or person (other than its employees within the scope of their employment) to own, use, manage or operate the Equipment during the Lease Term; (c) Lessee will not take any action which results, directly or indirectly, in any Lease being a "private activity bond" within the meaning of Section 141(a) of the Code; (d) Lessee will not take any action which results, directly or indirectly, in the interest portion of any Lease Payment not being excludable from Federal gross income pursuant to section 103 of the Code and will take any reasonable action necessary to prevent such result; and (e) not take any action which results in any Lease becoming, and will take any reasonable action to prevent any Lease from becoming an arbitrage obligation within the meaning of section 148 of the Code or federally guaranteed within the meaning of section 149 of the Code. In the event that a question arises as to Lessee's qualification as a political subdivision, Lessee agrees to cooperate with Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue.

(b) Tax Indemnity. In the event that Lessor either (a) receives notice from the Internal Revenue Service, or (b) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and not reasonably objected to by Lessee within 10 days after notice from Lessor of the selection, that the interest portion of any of the Lease Payments set forth in a Schedule is includable in Lessor's gross income for Federal income tax purposes, then Lessee will pay Lessor within 30 days after receiving notice from Lessor of such determination, the amount which, with respect to such Lease Payments previously paid, will restore the after-tax yield (after taking into account all taxes, interest and penalties) on the transactions evidenced by that Schedule to that which would have been had such interest portion not been includable in Lessor's gross income for Federal income tax purposes, and pay as an additional Lease Payment on succeeding Lease Payment due dates such amount as will maintain such after-tax yield. Notwithstanding the earlier termination or expiration of the Lease Term of the Equipment, the obligations provided for in this Section 21 shall survive such earlier termination or expiration.

22. MISCELLANEOUS. (a) Notices. All notices to be given under this Master Agreement or any Schedule shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing.

(b) Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Master Agreement or any Lease.

(c) Governing Law. This Master Agreement and any Schedule incorporating the terms of this Master Agreement, shall be construed in accordance with, and governed by, the laws of the state in which Lessee is located.

(d) Delivery of Related Documents. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by a Lease.

(e) Entire Agreement; Severability. This Master Agreement, any Schedule incorporating the terms of this Master Agreement, and the other documents or instruments executed by Lessee and Lessor in connection herewith, including, without limitation, the Delivery and Acceptance Certificates referred to in Section 3, constitutes the entire agreement between the parties with respect to the lease of the Equipment, and neither this Master Agreement nor any Schedule shall be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Master Agreement or any Schedule found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Master Agreement or the applicable Schedule. Notwithstanding the foregoing, Lessee authorizes Lessor to insert or correct missing information in this Master Agreement and on each Schedule and related documents, including Lessee's legal name, Equipment identifying information (e.g. VIN), Equipment location, and any other information describing the Equipment.

(f) Interest Rate Limitations. It is the intention of the parties hereto to comply with any applicable usury and other interest rate limitation laws; accordingly, notwithstanding any provisions to the contrary in this Master Agreement or any Schedule, in no event shall this Master Agreement or any Schedule require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum permitted by applicable law.

(g) Financial Statements. Lessee shall annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Master Agreement and each Schedule incorporating the terms of this Master Agreement, as may be requested by Lessor.

(h) Counterparts; Chattel Paper; Electronic Transaction. This Master Agreement or any Schedule may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument and either of the parties hereto may execute this Master Agreement or any Schedule by signing any counterpart, except that, to the extent that any Schedule constitutes chattel paper, no security interest therein may be perfected through possession except by possession of Counterpart No. 1 of a Schedule, with respect to that Schedule. The parties agree that any Lease and related documents may be stored by electronic means.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of «MasterLseDt».

Lessee: **«Municipality»**

Lessor: **Ford Motor Credit Company LLC**

By: _____
«LesFirstName» «LesLastName»

By: _____
Frank Mastrella

Title: **«LesTitle»**

Title: **Operations Manager, Municipal Finance**

SCHEDULE «CMSLeaseNo» - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

AMENDMENT

That certain Master Equipment Lease-Purchase Agreement, by and between Ford Motor Credit Company ("Lessor") and «Municipality» ("Lessee"), dated as of «MasterLseDt» (the "Lease") is hereby amended as follows:

Bank Qualified Tax-Exempt Obligation

☐ (Check box for Bank Qualified designation)

Lessee hereby designates this Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the commencement date of this Schedule falls, in an amount not exceeding \$10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

☐ (Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than \$10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

Except as amended hereby, the Lease shall otherwise remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the «ContrDay»«DaySuffix» day of «Month», «ContrYr».

Lessee: **«Municipality»**

Lessor: **Ford Motor Credit Company LLC**

By: _____
«LesFirstName» «LesLastName»

By: _____
Frank Mastrella

Title: **«LesTitle»**

Title: **Operations Manager, Municipal Finance**

SAMPLE

SCHEDULE NO. «CMSLeaseNo» - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

Master Agreement No. «LeaseNo» dated as of «MasterLseDt»

This Equipment Schedule dated as of «ContrMon»/«ContrDay»/«ContrYr», is being executed by Ford Motor Credit Company LLC ("Lessor"), and «Municipality» ("Lessee"). The terms and provisions of the Master Agreement between Lessor and Lessee referenced above (other than to the extent that they relate solely to other Schedules or Equipment under other Schedules) are hereby incorporated by reference and made a part hereof. All terms used herein have the meanings ascribed to them in the Master Agreement.

Lessor hereby leases to Lessee pursuant to this Schedule, and Lessee hereby accepts and leases from Lessor, subject to and upon the terms and conditions set forth herein (including any attachments hereto), the following items of Equipment:

QUANTITY	DESCRIPTION (MANUFACTURER, MODEL AND SERIAL NO.)	CASH PRICE	SUPPLIER NAME
«TotalNoAs sets»	«EquipDesc1», «SerialNo1», «Qty2» «EquipDesc2», «SerialNo2», «EquipDesc3», «SerialNo3», «EquipDesc4», «SerialNo4», «EquipDesc5», «SerialNo5», «EquipDesc6», «SerialNo6», «EquipDesc7», «SerialNo7», «EquipDesc8», «SerialNo8», «EquipDesc9», «SerialNo9»	«EqCost»	«DirName»
EQUIPMENT LOCATION: «LesAddr1», «LesAddr2», «LesCity», «LesState», «LesZip»			
COMMENCEMENT DATE (the date on which the Equipment is accepted by Lessee by the execution of a Delivery and Acceptance Certificate): «ContrMon»/«ContrDay»/«ContrYr»		INITIAL TERM: «Term» months	
		LEASE PAYMENTS: 3 Consecutive «PymtTiming» Payments \$«Pymt» each (including interest), due under this Schedule. See Attachment I hereto.	

Representations, Warranties and Covenants. Lessee hereby represents warrants and covenants as follows:

- The representations, warranties and covenants of Lessee set forth in the Master Agreement are true and correct on the Commencement Date for this Schedule as though made on that Date.
- The execution, delivery and performance by Lessee of this Schedule has been duly authorized by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

EXECUTED as of the date first herein set forth.

Lessee: «Municipality»

Lessor: **Ford Motor Credit Company LLC**

By: _____
«LesFirstName» «LesLastName»
Title: «LesTitle»

By: _____
Frank Mastrella
Title: **Operations Manager, Municipal Finance**

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent this Schedule constitutes chattel paper; no security interest herein may be perfected through the possession of any counterpart other than Counterpart No. 1.

SAMPLE



Ford Motor Credit Company LLC
1 American Road, MD 7500
Dearborn, MI 48126

DELIVERY AND ACCEPTANCE CERTIFICATE

Master Lease Date	Master Lease No.	Date of Schedule «CMSLeaseNo»	Delivery Number
«MasterLseDt»	«LeaseNo»	«ContrMon»/«ContrDay»/«ContrYr»	1

In accordance with Section 3 of the Master Equipment Lease-Purchase Agreement (the "Master Agreement") executed by Lessee and Lessor, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

(1) All of the Equipment (as such term is defined in the Master Agreement) described below has been delivered, installed and accepted on the date hereof.

EQUIPMENT INFORMATION

Quantity	Description (Manufacturer, Model, Serial Number)	Supplier Name
«TotalNoAssets»	«EquipDesc1», «SerialNo1», «Qty2» «EquipDesc2», «SerialNo2», «EquipDesc3», «SerialNo3», «EquipDesc4», «SerialNo4», «EquipDesc5», «SerialNo5», «EquipDesc6», «SerialNo6», «EquipDesc7», «SerialNo7», «EquipDesc8», «SerialNo8», «EquipDesc9», «SerialNo9»	«DirName»

(2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

(3) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Agreement.

(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default under any Lease (as those terms are defined in the Master Agreement) exists at the date hereof.

(5) We acknowledge that Lessor is neither the vendor (supplier) nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment. Nothing in this acknowledgement affects any rights Lessee may have against a manufacturer or supplier of the Equipment.

(6) The serial number for each item of Equipment that is set forth on the Equipment Description contained in the Schedule is correct.

LESSEE: «Municipality»

BY: _____

(Title)

DATE ACCEPTED: _____
(the "Commencement Date")

INSURANCE FACT SHEET

Lessee Name: «Municipality»
«CMSLeaseNo»

Lessee Schedule No.:

Address: «LesAddr1», «LesAddr2», «LesCity», «LesState» «LesZip»

Telephone No.: «LesContactPh»

Equipment: «Qty1» «Desc1», «Qty2» «Desc2», «Qty3» «Desc3», «Qty4» «Desc4», «Qty5» «Desc5», «Qty6» «Desc6», «Qty7» «Desc7», «Qty8» «Desc8», «Qty9» «Desc9», «Qty10» «Desc10», «Qty11» «Desc11», «Qty12» «Desc12», «Qty13» «Desc13», «Qty14» «Desc14»

Complete at least one of the following steps:

Step 1. Provide an insurance binder with the following required coverage.

- Certificate of Insurance or Declaration Page shown in the name of the Lessee listed above
- Liability and Physical Damage on all vehicles and equipment, Liability and Property Damage on all other Equipment
- Ford Motor Credit Company LLC named as Loss Payee and Additional Insured.
- Minimum of \$1,000,000 public liability coverage or the State maximum (if lower) is required.
- Year, Make, Model and VIN#

Step 2. If no binder is provided, complete the following insurance company information and sign form.

Insurance Company: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: _____ Agent Name: _____

Policy No.: _____ Expiration Date: _____

Liability: \$ _____ Property Damage: \$ _____ Physical Damage: \$ _____

Step 3. If you are self-insured for any coverage, please provide the following information and sign.

Name of insurance pool/fund: _____

Self-insured Liability \$ _____ Self-Insured Property: \$ _____

Self-Insured Physical: \$ _____ Expiration Date: _____

Sign to acknowledge the provided insurance information is correct:

Signature:

«LesFirstName» «LesLastName»,

«LesTitle»

The following is information you will need to complete the attached IRS form 8038-G. Instructions can be found at www.irs.gov/pub/irs-pdf/i8038g.pdf. Please see your tax professional if you have any questions regarding the completion of this form.

Issue Date:	«ContrMon»/«ContrDay»/«ContrYr»
Final Maturity date:	
Issue Price:	\$
Weighted Average Maturity:	3
Tax Exempt Rate (Yield):	«DirRate»

Please complete the form, sign and return a copy to Ford Credit with your other loan documents.

Once completed, you must file the original with the IRS at the address listed in the Instructions.

SAMPLE

Form **8038-G**

(Rev. September 2011)

Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ► ☐

1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return(see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	3
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see Instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public Safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18
19 If obligations are TANs or RANs, check only box 19a ► ☐	
20 If obligations are in the form of a lease or installment sale, check box ► ☐	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21					

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement	26
27 Proceeds used to currently refund prior issues	27
28 Proceeds used to advance refund prior issues	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here).	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
---	---	-------------

- 32 Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ _____ years
- 33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶ _____
- 34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY) _____

For Paperwork Reduction Act Notice, see separate instructions.
Form **8038-G** (Rev. 9-2011)

Cat. No. 63773S

SAMPLE

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36		
b	Enter the final maturity date of the GIC ▶ _____			
c	Enter the name of the GIC provider ▶ _____			
37	Pooled financings: Enter the amount of proceeds of this issue that are to be used to make loans to other governmental units	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:			
b	Enter the date of the master pool obligation ▶ _____			
c	Enter the EIN of the issuer of the master pool obligation ▶ _____			
d	Enter the name of the issuer of the master pool obligation ▶ _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐			
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐			
41a	If the issuer has identified a hedge, check here ☐ and enter the following information:			
b	Name of hedge provider ▶ _____			
c	Type of hedge ▶ _____			
d	Term of hedge ▶ _____			
42	If the issuer has superintegrated the hedge, check box ☐			
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐			
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ☐			
45a	If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____			
b	Enter the date the official intent was adopted ▶ _____			

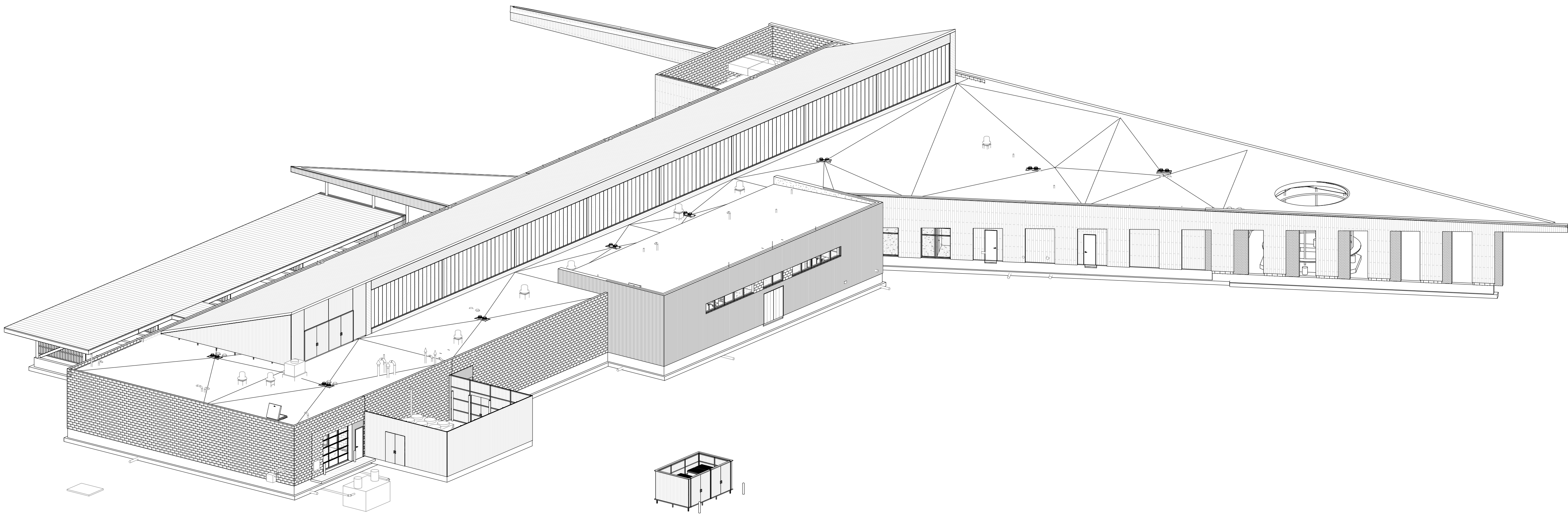
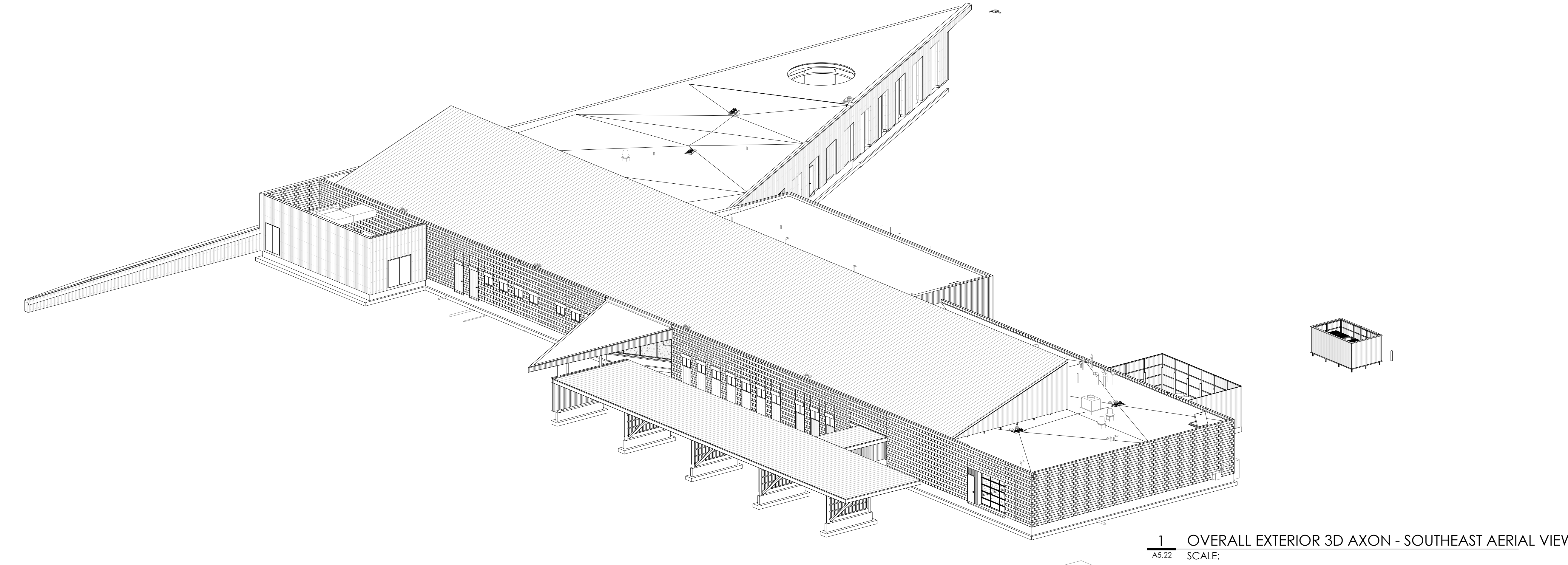
Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Paid Preparer Use Only

Signature of issuer's authorized representative		Date	Type or print name and title	
Print/Type preparer's name	Preparer's Signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. _____	

NOTE:
3D AXONS ARE FOR REFERENCE ONLY.
SEE ARCH DRAWINGS FOR MORE DETAILED
INFORMATION.



ARCHITECT:

ROTH
SHEPPARD

ROTH SHEPPARD ARCHITECTS
1900 WAZEE STREET, SUITE 100 | DENVER, COLORADO 80202
T.303.534.7007 F.303.534.7722 | www.rothsheppard.com

CONSULTANT:

FIRESTONE POLICE DEPARTMENT
& MUNICIPAL COURT

FIRESTONE, CO 80520

PROJECT #: 1802

ISSUANCE:	DATE:
DESIGN DEVELOPMENT	17-1010
50% CONSTRUCTION	18-0423
DOCUMENTS	

STAMP:

NOT FOR CONSTRUCTION
FOR REFERENCE ONLY

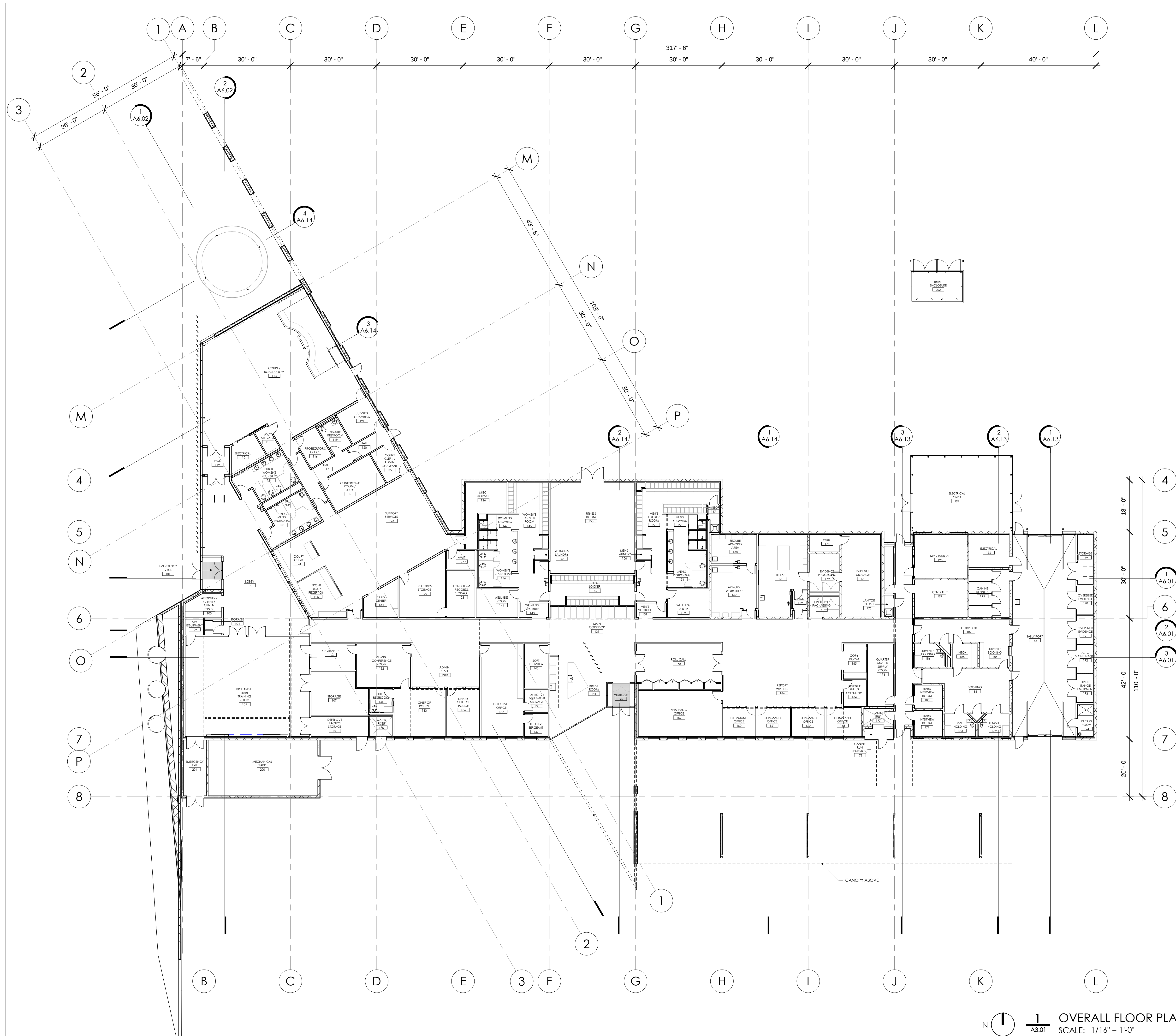
DRAWING TITLE:
OVERALL EXTERIOR 3D
AXONOMETRIC VIEWS

SHEET NUMBER:

A5.22

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT AND MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

4/23/2018 10:00:38 PM
C:\Users\Wladimirov\Documents\RSA_1712_Firestone_PD_A17_Central_Mladimirov.rvt

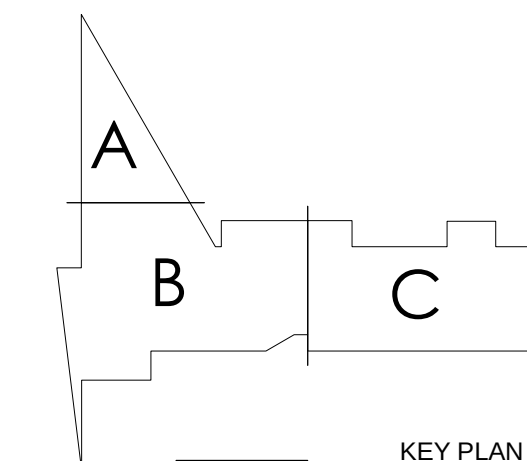


PLAN NOTES:

- RE: STRUCTURAL FOR FOUNDATION WALL DIMENSIONS
- TYP INTERIOR DIMS: TAKEN FROM FACE OF FINISH (JON)
- TYP EXTERIOR DIMS:
ALL-GLASS ENTRIES - DIMS TO SYSTEM CL
LEVEL 01 STOREFRONT - DIMS TO EXT FO FRAME (NOT INCLUDING EXTENDED MULLION CAP)
LEVEL 02 CURTAIN WALL - DIMS TO EXT FO GLASS CLERESTORY - DIMS TO EXT FO FRAME
STONE RAINSCREEN - DIMS TO EXT FO STONE
- REFER TO A0.03 - A0.05 FOR PARTITION TYPES AND TYPICAL DETAILS; REFER TO A0.11 & A0.12 FOR THE MATERIALS AND FINISHES KEY; REFER TO A0.13 FOR EQUIPMENT AND FIXTURE SCHEDULES.
- ALL LOCATIONS OF ELECTRICAL DEVICES, FIRE ALARM DEVICES, SECURITY DEVICES AND ACCESS PANELS SHALL BE VERIFIED IN THE FIELD WITH THE ARCHITECT PRIOR TO ROUGH-IN.
- CONTRACTOR SHALL PROVIDE SLIP JOINTS AT ALL PARTITIONS AND PARTITION BRACES ATTACHED TO ROOF AND/OR WALL STRUCTURAL ASSEMBLIES; REFER TO A0.03-A0.05.
- DOOR OPENINGS NOT LOCATED BY DIMENSION SHALL BE LOCATED 4" FROM THE FINISHED WALL OR PARTITION TO OUTSIDE FACE OF FINISHED JAMB.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL A CONTINUOUS COMPRESSIBLE JOINT FILLER AT THE INTERIOR SLAB / GRADE PERIMETER AND AT INTERIOR COLUMN BLOCK-OUTS; 1/2" WIDTH.
- ALL SLAB ON GRADE JOINTS, INCLUDING SLAB PERIMETER JOINTS, SHALL BE FILLED WITH SEALANT; SEALANT COLOR TO BE VERIFIED WITH ARCHITECT FOR ALL COLORS EXPOSED TO VIEW.
- REFER TO A5.21-A5.22 FOR EXTERIOR 3D AXONOMETRIC VIEWS.
- REFER TO A0.15 FOR EXTERIOR AND INTERIOR WINDOW SCHEDULES

PLAN LEGEND:

- CMU WALLS, RE: PLANS
- 1-HR RATED WALL
- ELEMENTS OVERHEAD
- OPEN TO ABOVE / BELOW / BEYOND
- PERFORATED DRAIN PIPE AT FOUNDATION PERIMETER
- NEW WALL, FULL HEIGHT
- NEW WALL, PARTIAL HEIGHT; RE: PLANS FOR ELEVATION



1 OVERALL FLOOR PLAN
A3.01 SCALE: 1/16" = 1'-0"

ARCHITECT:



ROTH SHEPPARD ARCHITECTS
1900 WAZEE STREET, SUITE 100 | DENVER, COLORADO 80202
T.303.534.7007 F.303.534.7722 | www.rothsheppard.com

CONSULTANT:

FIRESTONE POLICE DEPARTMENT
& MUNICIPAL COURT

FIRESTONE, CO 80520

PROJECT #: 1802

ISSUANCE: DATE:
DESIGN DEVELOPMENT 17-1010
50% CONSTRUCTION 18-0423
DOCUMENTS

STAMP:

NOT FOR CONSTRUCTION
FOR REFERENCE ONLY

DRAWING TITLE:
OVERALL FLOOR PLAN

SHEET NUMBER:

A3.01

FIRESTONE POLICE STATION ALL-IN BUDGET COST

Item No.	Description	Unit	Estimated Quantity	Unit Price	Price
CMGC Costs					
1	Building (includes CMGC fees)	SF	29,075	\$346.00	\$10,059,950.00
2	Site (Parking lot, access drives, landscping/irrigation, etc..)	SF	29,075	\$57.00	\$1,657,275.00
3	Furnishings and Equipment	SF	29,075	\$35.00	\$1,017,625.00
4	Park Avenue (roadway, water line extension, sewer line extension)	LS	1	\$450,000.00	\$450,000.00
5	Construction Contingency(5%)	LS	1	\$659,242.50	\$659,242.50
CMGC SUBTOTAL					\$13,844,092.50
Owner Direct Costs					
6	Architect Design/Construction Fee	LS	1	\$1,196,671.00	\$1,196,671.00
7	2" Water Tap Fee	EA	1	\$96,000.00	\$96,000.00
8	4" Sewer Tap Fee	EA	1	\$45,200.00	\$45,200.00
9	Moving Costs	LS	1	\$30,000.00	\$30,000.00
10	Land Acquization	AC	8.18	\$8,000.00	\$65,440.00
11	Inspection and Testing	LS	1	\$50,000.00	\$50,000.00
12	Park Avenue Street Lights	EA	2	\$5,000.00	\$10,000.00
13	Raw Water	AF	8.2	\$46,250.00	\$379,250.00
14	Dry Utilities (electric, natural gas, phone, cable)	LS	1	\$100,000.00	\$100,000.00
15	Owners Contingency (5%)	LS	1	\$98,628.05	\$98,628.05
STRIPING & SIGNAGE SUBTOTAL					\$2,071,189.05

TOTAL PROJECT COST \$15,915,281.55