



TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

January 10, 2024
6:30 PM

9900 Park Avenue
Firestone, CO 80504

Mayor Drew Peterson

Mayor Pro Tem Frank A. Jimenez

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

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

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

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

REGULAR MEETING 6:30 PM IN THE MUNICIPAL COURT AND BOARD ROOM

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - a. Approval of December 13, 2023 BOT Regular Meeting Minutes
 - b. Approval of December 20, 2023, BOT Special Meeting Minutes
 - c. Approval of Revised November 22, 2023, BoT Regular Meeting Minutes
 - d. **RESOLUTION 24-01:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE THREE MILE PLAN FOR THE TOWN OF FIRESTONE, COLORADO
 - e. **RESOLUTION 24-02:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED ON THE SOUTH SIDE OF SABLE

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

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AVE, ¼ MILE WEST OF BIRCH STREET, AND ½ MILE EAST OF EAST I-25 FRONTAGE ROAD

- f. **RESOLUTION 24-04:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PAYMENT OF THE TOWN'S 2024 EMPLOYEE BENEFITS INSURANCE PREMIUMS
- g. **RESOLUTION 24-05:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT FOR MUNICIPAL JAIL SERVICES BETWEEN WELD COUNTY AND THE TOWN OF FIRESTONE
- h. **RESOLUTION 24-06:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TWENTIETH INTERIM AGREEMENT BETWEEN THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE AND THE TOWN OF FIRESTONE COLORADO ACTING WITH AND ON BEHALF OF THE FIRESTONE WATER ACTIVITY ENTERPRISE FOR PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY PROJECT
- i. **RESOLUTION 24-07:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE APPLICATION TO THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT FOR CANCELLATION OF TEMPORARY USE PERMITS
- j. **RESOLUTION 24-08:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN APPLICATION TO THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT FOR AN ANNUALLY RENEWABLE PERPETUAL WATER CONTRACT FOR THE RIGHT TO USE COLORADO-BIG THOMPSON PROJECT WATER UNDER C.R.S. § 37-45-131
- k. **RESOLUTION 24-10:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION
- l. **RESOLUTION 24-11:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE FIRST

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AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND NEW IPT INC

- m. **RESOLUTION 24-13:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DESIGNATING THE POSTING LOCATION FOR NOTICE OF MEETING OF THE BOARD OF TRUSTEES AND ALL OTHER LOCAL PUBLIC BODIES OF THE TOWN

6. Discussion/Action

- a. Neighbors Point Traffic Study Recommendations
- b. **RESOLUTION 24-03:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2023 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE 2024 FISCAL YEAR.
- c. **RESOLUTION 24-09:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH WELD 45 ACRE, LLC
- d. **RESOLUTION 24-12:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE THIRD AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT.
- e. **RESOLUTION 24-14** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE FIRESTONE POLICE DEPARTMENTS APPLICATION FOR THE COLORADO DEPARTMENT OF LOCAL AFFAIRS PEACE OFFICERS BEHAVIORAL HEALTH SUPPORT AND COMMUNITY PARTNERSHIPS GRANT PROGRAM
- f. Discussion of Judge Jones current contract

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

8. Reports

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

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- a.** Staff
- b.** Mayor
- c.** Trustees

9. Adjournment

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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.a

Consent Agenda

Meeting Date: January 10, 2024

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of December 13, 2023 BOT Regular Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. December 13, 2023 Board of Trustees Regular Meeting Minutes

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
December 13, 2023

1. Call to Order & Roll Call

The of the Town of Firestone met for a Regular Meeting on December 13, 2023, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 06:30 PM

The following were present upon the call of the roll:

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

Staff: **Present:** Jan Sloat, Director of Human Resources; Nate Haasis, Senior Civil Engineer; Raelynn Ferrera, Assistant Town Manager; Katie Hansen, Director of Marketing & Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Pam Howard, Planning & Development Manager; David Angelo, Chief of Police; Kristi K. Bashor, Town Clerk; AJ Krieger, Town Manager; Keith Martin & William Hayashi, Town Attorneys

2. Pledge of Allegiance Presentation of the Flags and Pledge of Allegiance by American Legion Post 1985 Color Guards in honor of the Anniversary of Pearl Harbor.

Presentation of Flags and Pledge of Allegiance by American Legion Post 1985 Color Guards in honor of the Anniversary of Pearl Harbor.

3. Approval of Agenda

Mayor Pro Tem Jimenez requested the agenda be amended with the addition of a presentation added under Presentations as 6d.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to approve the agenda with the addition of 6d.

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

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

The Mayor opened the public hearing.

Becky Duckworth, a Resident of the Town of Firestone came forward to speak. She spoke about the November 22nd meeting, and it's reinstatement and how the Board handled the veto by the mayor by letter of Resolution 23-120 and that a violation of the Rules of Procedure took place.

5. Consent Agenda

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

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

- a. Approval of November 15, 2023 and November 22, 2023 BOT Regular Meeting Minutes
- b. **RESOLUTION 23-124:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE 2024 AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE LONGMONT HUMANE SOCIETY INC
- c. **RESOLUTION 23-125:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LRE WATER, INC.
- d. **RESOLUTION 23-128:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT; ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN BAREFOOT LAKES FILING NO. 6, AMENDMENT NO. 1
- e. **RESOLUTION 23-129:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MAINTENANCE AND SERVICE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WATER TECHNOLOGY GROUP (A COGENT COMPANY) FOR THE TOWN'S WATER PUMP SYSTEMS

6. Presentation

A video was presented of Firestone Resident, Becky Duckworth's son, a Navy veteran on a ship in recognition of Pearl Harbor.

Trustee Conyac said he would like the Judges contract on the next meeting agenda under Discussion/Action items.

a. Presentation of check to Santa Cops

Presentation of check to Santa Cops by Tim Schwartz and Violet Curtis representing the Bella Rosa Golf course in Frederick in the amount of \$2,170.00.

b. Police Department Awards

Presentation of Police Officer awards by Town of Firestone Police Chief Angelo.

c. State of the Court

Presentation by Judge Stephen Jones giving an update regarding the Court.

7. Land Development

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

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Whelan, to Approve **PUBLIC HEARING: Resolution 23-111:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR BAREFOOT LAKES, FILING 7 LOCATED WITHIN THE TOWN OF FIRESTONE

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

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

Motion by Trustee Conyac, **second** by Trustee Sharp, to Approve **PUBLIC HEARING: Resolution 23-112:** A RESOLUTION OF THE FIRESTONE BOARD OF TRUSTEES APPROVING WITH CONDITIONS A SPECIAL REVIEW USE APPLICATION TO OPERATE CLUB CARWASH FACILITIES ON REAL PROPERTY LOCATED ON LOT 2, FIRELIGHT PARK, IN SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., WITHIN THE TOWN OF FIRESTONE AND AN ACCOMPANYING SITE PLAN PERTAINING THERETO

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

8. Discussion/Action

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

Motion by Trustee Doherty, **second** by Trustee Whelan, to approve **RESOLUTION 23-126:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PRESCRIBING THE TOWN OF FIRESTONE'S WATER RATES, FEES, TOLLS AND CHARGES AND STORAGE AND INFRASTRUCTURE INVESTMENT FEES

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: Trustee Holcomb

Abstain: None

Motion carried

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

Motion by Trustee Holcomb, **second** by Trustee Whelan, to Approve **ORDINANCE NO 1039** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING SECTION 2.44.060, OF THE FIRESTONE MUNICIPAL CODE REGARDING MUNICIPAL COURT FINES PENALTIES AND COURT COSTS

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

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

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, to approve **RESOLUTION 23-130**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND SHORT ELLIOTT HENDRICKSON, INC. FOR CERTAIN PRE-CONSTRUCTION SERVICES AND CONSTRUCTION ADMINISTRATION SERVICE FOR THE WELD COUNTY ROAD 26 AND LAST CHANCE DITCH BRIDGE REPLACEMENT PROJECT.

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

- d. **RESOLUTION 23-131**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES, INC. PERTAINING TO THE ST. VRAIN WATER TREATMENT PLANT PROJECT

Motion by Trustee Doherty, **second** by Trustee Whelan, to Approve **RESOLUTION 23-131**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES, INC. PERTAINING TO THE ST. VRAIN WATER TREATMENT PLANT PROJECT

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

- e. Consideration of Mayor's Veto of Resolution 23-120

The Mayor explained he is vetoing Resolution 23-120 and why he is vetoing the resolution. Discussion was held regarding the Resolution.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Whelan, to approve Resolution 23-120 not with standing the Mayors objection be passed Consideration of Mayor's Veto of Resolution 23-120

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: Trustee Holcomb

Abstain: None

Motion carried

- f. Appointment of a Regular Member to the Town of Firestone Planning and Zoning Commission

Mayor Peterson nominated Pat Conner to be appointed as a regular Member of the Town of Firestone Planning and Zoning Commission.

Trustee Conyac requested that the appointment be continued to the January 10, 2024 meeting instead. The consensus of the Board was to continue to the January 10, 2024 Regular Board of Trustees meeting.

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

The Mayor opened public comment.

John Dansma, Firestone Resident, spoke about the citizens believe that the trip was not proper and should have been disclosed. should not have been arranged by the Town Manager. He also stated that he cares what will go into the Central Park design.

Becky Duckworth, Firestone Resident, spoke regarding errors on the November 22, 2023 meeting minutes.

Justin Dean, Firestone Resident questioned who paid for the trips regarding ideas for Central Park

10. Reports

a. Staff

10.a.i. October and November Financial Reports

b. Mayor

c. Trustees

11. Executive Session

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

Executive Session was canceled.

12. Adjournment

Introduced and Approved the____of January, 2024

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Kristi K. Bashor, CMC, Town Clerk

DRAFT

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.b

Consent Agenda

Meeting Date: January 10, 2024

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of December 20, 2023, BOT Special Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. December 20, 2023 Board of Trustee Special Meeting Minutes

TOWN OF FIRESTONE, COLORADO
Board of Trustees Special Meeting
MINUTES
December 20, 2023

1. Call to Order & Roll Call

The of the Town of Firestone met for a Regular Meeting on December 20, 2023, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 06:30 PM

The following were present upon the call of the roll:

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

Staff: **Present:** Raelynn Ferrera, Assistant Town Manager; David Angelo, Chief of Police; Missy Carranco, Deputy Town Clerk; and AJ Krieger, Town Manager.

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

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

Roll Call Vote:

Yes: Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

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

No one came forward for public comment.

5. Discussion/Action

- a. Appointment of a Regular Member to the Town of Firestone Planning and Zoning Commission

Trustee Whelan asked Pat Conner about what his decision-making process looked like as a Commissioner.

Mr. Conner said that he is interested in learning more about Planning and Zoning as a whole. He advised he will always keep the citizens in mind when serving.

Trustee Sharp advised that he would have people to teach and mentor him as a new Planning Commissioner. Mr. Conner asked for clarification on 'putting personal beliefs aside' and noted that he will always be 'blunt'.

Appointment of Pat Conner as a Regular Member to the Town of Firestone Planning and Zoning Commission. Consensus by a Roll Call vote. All in favor.

b. Presentation and discussion of St. Vrain Valley School District

Superintendent Dr. Don Haddad spoke about the District and future plans 7th largest school district in the State of Colorado. Also, present was Brian Lemer, Assistant Superintendent of Operations and Brendan Willits, the Planning Director for SVVSD.

The District is aware of the steady growth in the Carbon Valley area. St. Vrain Valley School District (SVVSD) has one of the highest graduation requirements in the state and one of the very lowest drop out rates in the state.

The District would like to initiate a new Bond Initiative for new buildings and renovating existing buildings. This can be done without raising tax rates. More to come on this in January 2024. Recently, 73 acres were acquired by County Road 7 and Godding Hollow (Weld County Road 18) for an additional high school for primary communities like Frederick, Firestone, Dacono and Mead.

The new proposed Career and Tech Center would also be near the new high school off of Weld County Road 7 and Godding Hollow. This will allow students to participate in Certificate programs that will guarantee jobs for the graduates after they leave the program.

Mayor Peterson asked about a new elementary school near the Barefoot Lakes area and asked for clarifications on how districts decide when and where they put a new school.

Trustee Sharp asked about the students that live outside the SVVSD district but still living in Firestone. Dr. Haddad explained that basically, the State of Colorado funds out of district/open enrolled students.

Mr. Willits clarified to Trustee Sharp and the Board that the cash in lieu would go to the Town of Firestone Students.

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

No one came forward for public comment.

7. Adjournment

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

Introduced and Approved the _____ of January, 2024.

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Kristi K. Bashor, CMC, Town Clerk

DRAFT

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.c

Consent Agenda

Meeting Date: January 10, 2024

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of Revised November 22, 2023, BoT Regular Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. November 22, 2023 BoT Meeting Minutes

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

1. Call to Order & Roll Call

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

Mayor:

Mayor Pro-tem:

Trustees:

Drew Peterson, Excused

Frank A. Jimenez

Don Conyac

David Whelan

Matt Holcomb

Sean Doherty

Doug Sharp

Staff:

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

2. Pledge of Allegiance

Mayor Pro Tem Jimenez led the pledge of allegiance.

3. Approval of Agenda

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

4. Public Comment

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

Randy Duckworth, Town of Firestone resident, believes the Rules of Procedure were violated, and tonight's meeting and the meeting of 11/15/2023 are invalid. He is in favor of Trustee

Sharp becoming a liaison for the PTROC Commission because of his fiery interest in the PTROC committee. He also suggested that the board have Trustee Sharp commit to doing a presentation detailing what has been accomplished between 11/22/2023 and the December 13, 2023, Board of Trustees meeting.

Bobby Matthews, a Town of Firestone resident, said that this meeting and the meeting of 11/15/2023 were both in violation of the Board Rules and Procedures and the Colorado Open Meetings Law, also known as the Colorado Sunshine Law. He spoke about the meeting of 12/15/2023 and that the Town Attorney references both the Board Rules and Procedures and the Colorado Open Meetings Law, stating that unless an item is on the agenda, it cannot be voted on. He feels that Trustee Sharp's making a motion to reinstate the Meeting of November 22, 2023 which was not on the agenda and violated the Boards Rules and Procedures and the Open Meetings Law. He also said there was no second to Trustee Sharp's motion to reinstate the meeting of November 22, 2023 stating that this is another violation of the Rules and procedures and the Open Meetings Law and that the only motion that was seconded was Trustee Sharp's motion to set the agenda for the meeting on November 22, 2023 He feels that the tonight's meeting is illegal and anything decided on tonight is invalid according to the Colorado Open Meetings Law.

Becky Duckworth, Town of Firestone resident, spoke about Thanksgiving and having a meeting the night before Thanksgiving. She spoke about Rules and Procedures being violated on November 15, 2023 She said she is thankful that Trustee Sharp is term-limited and will no longer be on the board. She also spoke about the Town Manager and what she views as his dictatorship.

Betty Heath, Town of Firestone resident, she spoke about PTROC and the formation of the Commission. She is on the Commission and is looking forward to working with the Town Board.

Tony Jancosek, Town of Firestone resident, spoke about the last meeting and asked why there was an urgency to appoint a liaison to the PTROC commission.

Pat Young, Town of Firestone resident, thanked the board for all the work that they do and has faith in the Board. She also said that she is thankful that options will not increase property taxes for the amenities that the Town has said it wants. She also had questions regarding the towns looking at Mill Levy's.

Denise Erichson, a Town of Firestone resident, explained that she came tonight to talk about perception and reality; she thinks that next door is one-sided, and the Town needs to have more of a presence on social media sites so that residents can hear from the Town about what is happening. She also asked if P3 would listen to what the residents want.

Mayor Pro Tem Jimenez closed Public Comment

5. Consent Agenda

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

Motion by Trustee Doherty, **second** by Trustee Conyac, to Approve the November 8, 2023 Board of Trustees Regular Meeting Minutes

Roll Call Vote:

Yes: 6
No: None
Abstain: None
Motion carried

6. Presentation

7. Discussion/Action

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

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

Roll Call Vote:

Yes: 5
No: 1
Abstain: None
Motion carried.

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

Roll Call Vote:

Yes: 6
No: None
Abstain: None
Motion carried

8. Public Comment

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

Pat Connor, Firestone resident, spoke about the liaisons on the PTROC commission. Thinks they should be past Board of Trustee members rather than current members

Becky Duckworth, Firestone resident, spoke regarding bills that have been paid so far for the Central Park research and the different possible scenarios.

Pat Young, Firestone resident, said she agrees with the perception is reality scenario her fellow resident spoke about. She also thinks there is a comprehension problem regarding some documents. This document, she feels, is easy to understand and pretty straightforward. Also stated that it was good that staff took the trip to look at other ideas for possible uses.

Tony Jancosek, a Firestone resident, asked the question of whether the PTROC Commission will be working directly with PTROC.

9. Reports

Mayor Pro Tem Jimenez spoke about the document he and the Board received from Mayor Peterson Stating that he is disapproving/vetoing Resolution 23-120, a resolution approving a Memorandum of Understanding pertaining to the redevelopment of Central Park and approving an advisory services agreement with Renew Development Services relating to the study of Central Park and Market conditions for the development of Central Park along with other development advisory services. Trustee Conyac stated that he wants to wait and make a decision at the meeting of December 13, 2023 when the Board can discuss with the Mayor, the Mayor's decision to Veto 23-120. After discussion, it was decided that the Board would wait until the December 13, 2023 meeting to make a decision to either uphold the Mayor's disapproval/veto of Resolution 23-120 that was passed by the Board at the meeting of November 8, 2023, or to override the Mayor's disapproval/veto and let the passing of the resolution on November 8, 2023 stand.

Trustee Whelan spoke regarding the Town's Commissions and the ordinance for the PTROC Commission. Trustee Sharp also spoke regarding the PTROC Commission and the ordinance for the Commission.

10. Adjournment

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

Introduced and Approved the ____ of January, 2024

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Kristi K. Bashor, CMC, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.d

Consent Agenda

Meeting Date: January 10, 2024

Initiated By: Pam Howard

Dept: Planning & Development

AGENDA TITLE

RESOLUTION 24-01: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE THREE MILE PLAN FOR THE TOWN OF FIRESTONE, COLORADO

RECOMMENDATION

Staff recommends that the Board of Trustees approve draft Resolution 24-01, a resolution adopting the Three Mile Plan for the Town of Firestone.

SUMMARY

Staff has prepared a resolution for consideration by the Board of Trustees to adopt the Three Mile Plan for the Town of Firestone.

Section 31-12-105(1)(e) C.R.S. requires the Town to adopt and update a plan at least annually, which generally describes the location, character, and extent of various public facilities in an area extending three miles beyond the municipal boundaries, prior to completing annexations of land within the three-mile area. Most Colorado municipalities have relied upon a compilation of various land use plans, procedures, and other documents previously adopted and utilized by the municipality as the "Three Mile Plan."

Therefore, a resolution formally designating the compilation of land use plans, procedures, and documents as the "Three Mile Plan" for the Town of Firestone is proposed.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

n/a

ATTACHMENTS

1. Resolution 24-01

RESOLUTION NO. 24-01

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE THREE MILE PLAN FOR THE TOWN OF FIRESTONE, COLORADO

WHEREAS, pursuant to Section 31-12-105(1)(e), C.R.S. prior to the completion of any annexation within a three-mile area outside of the municipal boundaries of a municipality (“Three Mile Area”), a municipality is required to have in place a plan (“Three Mile Plan”) which generally describes the proposed location, character and extent of certain public facilities, located within the Three Mile Area; and

WHEREAS, the Town of Firestone has enacted, adopted and approved the various plans, documents, ordinances and resolutions (collectively “Plans”) listed on “Exhibit A,” attached hereto and incorporated herein; and

WHEREAS, the Town Board has determined that the Plans, when considered together as a whole, adequately comply with the requirements of state law for the Three Mile Plan for the Town of Firestone; and

WHEREAS, to ensure that future annexations by the Town of Firestone are completed in compliance with the provisions of state law, the Town Board, by this Resolution, desires to formalize its understanding and intention that the Plans serve as the Three Mile Plan for the Town of Firestone.

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

Section 1. The Plans, as described in “Exhibit A,” attached hereto and made a part of this resolution, when considered together as a whole, shall constitute the Three Mile Plan for the Town of Firestone required pursuant to Section 31-12-105(1)(e)(I), C.R.S. (the “Three Mile Plan”).

Section 2. The Three Mile Plan is hereby adopted.

Section 3. The Three Mile Plan shall be reviewed and revised as may be necessary or advisable, and shall be updated annually, and additional plans may be added to the Three Mile Plan from time to time, as they are developed and adopted.

[SIGNATURES ON FOLLOWING PAGE]

INTRODUCED, READ AND ADOPTED this 10th day of January, 2024.

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Kristi Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
TOWN OF FIRESTONE THREE MILE AREA PLAN ELEMENTS

Documents as may be amended from time to time:

- Town of Firestone Municipal Code
- Town of Firestone 2013 Master Plan
- Historic Firestone Neighborhood Plan, March 2022
- Town of Firestone Development Code
- Sump Basin Master Drainage Plan
- South Weld I-25 Corridor Master Drainage Plan
- Town of Firestone Design Standards & Construction Specifications for Public Improvements, 2022 Edition
- Town of Firestone Parks Design Criteria Manual
- Town of Firestone Raw Water Irrigation System Master Plan
- Town of Firestone Potable Master Plan
- Ordinance 1033 – Development Impact Fees & Funds
- Town of Firestone Parks, Open Space and Trails Master Plan

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.e

Consent Agenda

Meeting Date: January 10, 2024

Initiated By: Pam Howard

Dept: Planning & Development

AGENDA TITLE

RESOLUTION 24-02: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED ON THE SOUTH SIDE OF SABLE AVE, ¼ MILE WEST OF BIRCH STREET, AND ½ MILE EAST OF EAST I-25 FRONTAGE ROAD

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 24-02.

SUMMARY

This resolution is for a request from the property owner for a second extension to record the Cottonwood Hollow Filing 4A Final Plat (Plat). The Cottonwood Hollow subdivision is located on the south side of Sable Avenue, ¼ mile west of Birch Street, and ½ mile east of East I-25 Frontage Road. The 180-day extension will allow the applicant more time to obtain the Letter of Map Revision from FEMA, which is required prior to recording the plat.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

On March 22, 2023, the Board of Trustees approved Resolution 23-31, a resolution approving the Cottonwood Hollow Filing 4A Final Plat. On August 23, 2023, the Board of Trustees approved Resolution 23-83, a resolution approving the first extension to record the Plat

ATTACHMENTS

1. Resolution 24-02
2. Cottonwood Hollow Filing 4A Final Plat
3. Resolution 23-31 Approving Final Subdivision Plat & Accepting Property Interest Dedicated by Final Plat Cottonwood Hollow Filing 4A

RESOLUTION NO. 24-02

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED ON THE SOUTH SIDE OF SABLE AVE, ¼ MILE WEST OF BIRCH STREET, AND ½ MILE EAST OF EAST I-25 FRONTAGE ROAD

WHEREAS, the Board of Trustees, by duly-adopted Resolution No. 23-31, dated March 22, 2023, approved the Cottonwood Hollow Filing 4A Final Plat (the “Final Plat”), submitted by Cottonwood Colorado Residential LLC (“Applicant”), as owner of certain real property located on the south side of Sable Ave, ¼ mile west of Birch Street, and ½ mile east of East I-25 Frontage Road (the “Property”); and

WHEREAS, on August 23, 2023, the Board of Trustees, by duly-adopted resolution, extended the date of approval of the Minor Plat to January 16, 2024; and

WHEREAS, Applicant has requested again that the Board of Trustees extend the date of approval of the Final Plat for a period of one hundred and eighty (180) days to July 14, 2024; and

WHEREAS, the Board of Trustees has reviewed Applicant’s request and, based on the application materials, has determined that there are no reasons to deny an extension of time.

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

Section 1. The Board of Trustees hereby approves a one hundred and eighty (180) day extension for the Cottonwood Hollow Filing 4A Final Plat to July 14, 2024, subject to the following conditions:

(a) All conditions of the original Cottonwood Hollow Filing 4A Final Plat approval from March 22, 2023, as set out in Resolution No. 23-31, shall remain valid and in full force and effect, and shall apply to the extension request; and

(b) If not executed and recorded by July 14, 2024, the Cottonwood Hollow Filing 4A Final Plat shall lapse, unless extended by resolution of the Board of Trustees.

Section 2. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Cottonwood Hollow Filing 4A Final Plat, and the extension thereof, as provided by Resolution No. 23-31, Resolution No. 23-83, and this Resolution, shall be null and void if the conditions set forth in Section 1 are not satisfied.

PASSED AND ADOPTED this 10th day of January, 2024.

Drew Alan Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Cottonwood Hollow Filing 4A Final Plat

COTTONWOOD HOLLOW FILING 4A

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

64.036 ACRES - 125 LOTS - 23 TRACTS
FP-22-021

OWNERSHIP AND DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS, THAT THE UNDERSIGNED, COTTONWOOD COLORADO RESIDENTIAL, LLC, A COLORADO LIMITED LIABILITY COMPANY AND COTTONWOOD COLORADO RESIDENTIAL V, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND SHOWN IN THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

A parcel of land situated in the West half of the northeast quarter of Section 14, Township 2 North, Range 68 West of the Sixth Principal Meridian, Town of Firestone, County of Weld, State of Colorado, and being more particularly described as follows:

Commence at the northeast corner of the West half of the northeast quarter of said Section 14; thence along the East line of the West half of said northeast quarter of Section 14, South 00° 19' 08" East for 30.00 feet to a point on the South right of way line of Sable Avenue, as described within Book 86, Page 273 of the public records of Weld County, Colorado and the POINT OF BEGINNING; thence continue along said East line, South 00° 19' 08" East for 2624.04 feet to the southeast corner of said West half of the northeast quarter of Section 14; thence leaving said East line, run along the South line of said West half of the northeast quarter of Section 14, South 89° 54' 18" West for 708.83 feet to the southeast corner of COTTONWOOD HOLLOW, FILING 1, as recorded by reception number 4485833, of the public records of Weld County, Colorado; thence leaving said South line, run along the easterly subdivision line of said COTTONWOOD HOLLOW, FILING 1 the following seventeen courses, North 05° 54' 58" West for 231.64 feet; thence, North 30° 43' 19" West for 310.05 feet; thence, North 59° 39' 30" West for 73.63 feet; thence, North 78° 48' 55" West for 123.20 feet; thence, North 16° 19' 24" West for 305.08 feet; thence, North 12° 49' 06" West for 504.03 feet; thence, North 26° 10' 16" East for 228.92 feet; thence, North 13° 29' 06" East for 100.66 feet; thence, North 04° 10' 02" West for 187.09 feet; thence, North 77° 58' 15" West for 163.26 feet; thence, North 00° 08' 11" West for 42.50 feet; thence, North 34° 25' 45" East for 345.89 feet; thence, North 70° 26' 45" East for 183.51 feet; thence, North 34° 11' 41" East for 86.45 feet; thence, North 01° 44' 38" East for 127.93 feet; thence, North 42° 35' 14" West for 107.53 feet; thence, North 50° 35' 47" West for 113.92 feet to the southeast corner of TRACT L, of said COTTONWOOD HOLLOW, FILING 1; thence along the East line of said TRACT L, North 00° 03' 42" East for 20.00 feet to the aforementioned South right of way line of Sable Avenue; thence leaving said East line, run along said South right of way line, South 89° 56' 16" East for 1047.20 feet to the POINT OF BEGINNING.

Said parcel of land contains 2,789,410 Square Feet, which equates to 64.036 Acres, more or less.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWN HEREON CONTAINED UNDER THE NAME AND STYLE OF COTTONWOOD HOLLOW, FILING 4A, 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 LANES 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 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 GUARANTEES 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 CENTURY LINK AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF FIRESTONE, COLORADO.

OWNER:

COTTONWOOD COLORADO RESIDENTIAL, LLC
A COLORADO LIMITED LIABILITY COMPANY

BY: _____

TITLE: _____

NOTARY CERTIFICATE:

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, 2023, BY

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES

OWNER:

COTTONWOOD COLORADO RESIDENTIAL V, LLC
A COLORADO LIMITED LIABILITY COMPANY

BY: _____

TITLE: _____

NOTARY CERTIFICATE:

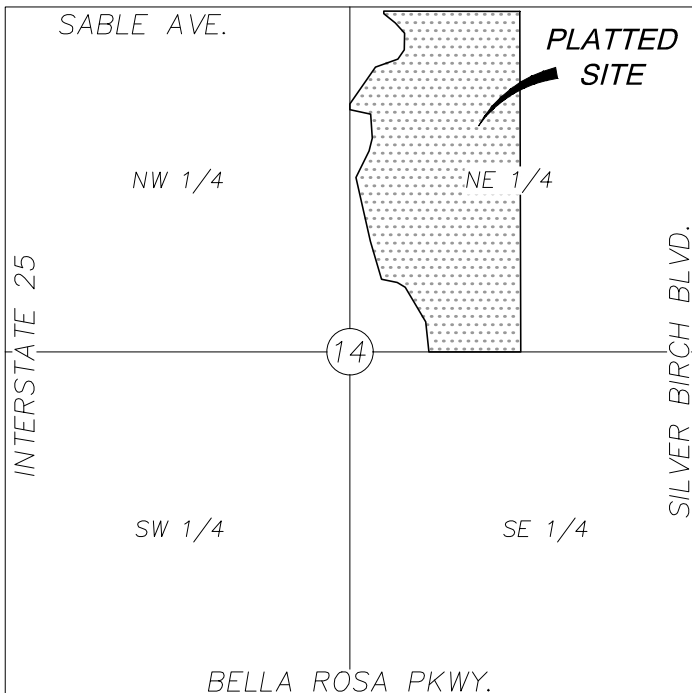
STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, 2023, BY

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES



SECTION MAP
SECTION 14-24N-R68W of the Sixth Principal Meridian
-Not To Scale-

SHEET INDEX

COVER SHEET..... SHEET 1
OVERALL BOUNDARY..... SHEET 2
FINAL PLAT DETAILS..... SHEET 3-8
CURVE TABLES..... SHEET 9
EASEMENT DETAIL..... SHEET 10

OWNER / DEVELOPER

COTTONWOOD COLORADO
RESIDENTIAL, LLC
5750 DTC PARKWAY #210
GREENWOOD VILLAGE, CO 80111
CONTACT: DON PROVOST
EMAIL: DGP@ALBDEV.COM

SURVEYOR

OLSSON, INC
1525 RALEIGH ST, SUITE 400
DENVER, CO 80204
PHONE: 303.237.2072
CONTACT: ELI J. DONALDSON
EMAIL:
EDONALDSON@OLSSON.COM

NOTES

- THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE OVERALL TRACT TO DEVELOP RESIDENTIAL LOTS.
- THE SUBJECT PROPERTY LIES WITHIN A DESIGNATED ZONE "A" FLOODPLAIN PER FEMA FIRM MAP NUMBER 08123C1890E, EFFECTIVE DATE JANUARY 20, 2016.
- THE BASIS OF BEARING ARE GRID AND BASED WITHIN THE COLORADO COORDINATE SYSTEM OF 1983, NORTH ZONE. THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 14, BEING MONUMENTED AT THE WEST END BY A NUMBER 6 REBAR AND 2.5" ALUMINUM DISC WITHIN A RANGE BOX, STAMPED "PERTOLEUM FIELD SURVEYING 2014 PLS 38304" AND MONUMENTED AT THE EAST END BY A NUMBER 6 REBAR AND 3.25" ALUMINUM DISC WITHIN A RANGE BOX, STAMPED "KING SURVEORS INC PEPEK 2006" IS, SOUTH 89° 56' 16" EAST FOR 2618.05 FEET.
- UTILITY EASEMENTS ARE FOR THE USE OF ELECTRIC, TELEPHONE, GAS AND CABLE TELEVISION. THESE EASEMENTS ARE LOCATED ON PRIVATE PROPERTY IMMEDIATELY ADJACENT TO BOTH SIDES OF PLATTED ROADWAYS AND LOTS. OTHER UTILITIES SHALL HAVE THE RIGHT TO CROSS AT SUBSTANTIALLY RIGHT ANGLES, THESE EASEMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE LOCATED AS FOLLOWS:
FRONT: TEN FEET WIDE, BEING COINCIDENT WITH AND ADJACENT TO THE STREET RIGHTS-OF-WAY.
REAR: EIGHT FEET WIDE, ALONG ALL PERIMETER LOTS.
TRACTS: TEN FEET WIDE, ON EACH SIDE.
- THE FLOOD PLAIN LINES CURRENTLY SHOWN ARE BASED ON THE FEMA, FIRM MAP 08123C1890E, DATED 01/20/2016.

SURVEYOR'S CERTIFICATE

I, ELI J. DONALDSON, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF COTTONWOOD HOLLOW, FILING 4A, WAS MADE BY ME OR UNDER MY SUPERVISION ON OR ABOUT ,06/01/2021, AND THAT THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION AND THE SURVEY THEREOF.

ON BEHALF OF OLSSON,

ELI J. DONALDSON
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NUMBER: 38755

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.

TOWN OF FIRESTONE APPROVAL

THIS IS TO CERTIFY THAT THIS FINAL PLAT FOR COTTONWOOD HOLLOW FILING 4A WAS APPROVED ON THE _____ DAY OF _____, 2023, BY RESOLUTION NO. _____, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, HELD ON THIS _____ DAY OF _____, 2023, AND MAY BE FILED WITH THE CLERK AND RECORDER OF WELD COUNTY. ALL PUBLIC DEDICATIONS SHOWN THEREON ARE ACCEPTED BY THE TOWN, SUBJECT TO THE PROVISION THAT NEITHER APPROVAL NOR ACCEPTANCE OBLIGATES THE TOWN OF FIRESTONE FOR THE FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND OR EASEMENTS DEDICATED TO THE TOWN EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF TRUSTEES.

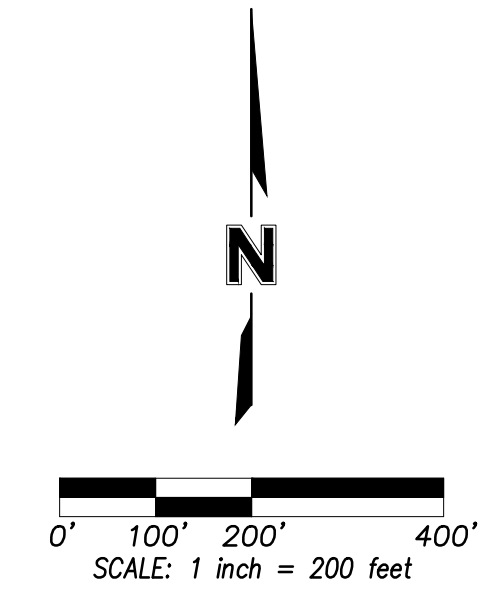
MAYOR

ATTEST: TOWN CLERK

REV. NO.	DATE	REVISIONS DESCRIPTION	 1525 Raleigh Street Suite 400 Denver, CO 80204
REVISIONS			TEL 303.237.2072 www.olsson.com
SUBDIVISION OF LAND, TOWN OF FIRESTONE			APPROVED BY: _____ EJD PROJECT #: _____ 021-02728 DATE: _____ 02.20.2023
			SHEET 1 OF 10

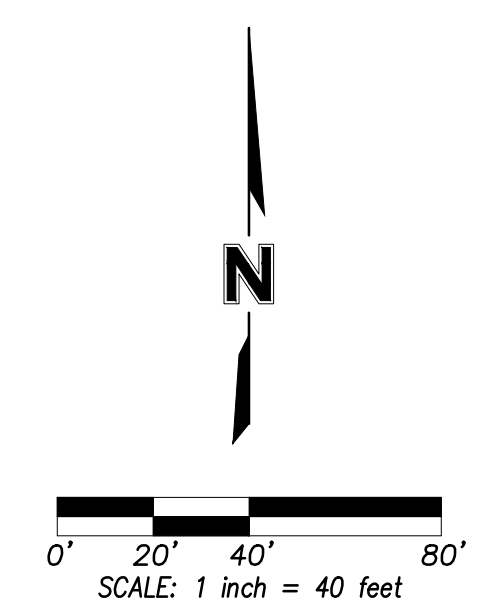
TRACT SUMMARY CHART				
TRACTS	AREA	USE	OWNERSHIP	MAINTENANCE
TRACT A	0.701	DRAINAGE, OIL/GAS PIPELINE, UTILITIES, GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT B	2.557	DRAINAGE, OIL/GAS PIPELINE, OIL/GAS FACILITIES, ACCESS, UTILITIES, GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT C	0.877	DRAINAGE TRACT	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT D	1.880	GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT E	1.278	COMMUNITY CENTER	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT F	0.859	DRAINAGE, OIL/GAS PIPELINE, UTILITIES, GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT G	0.220	FUTURE DEVELOPMENT	COTTONWOOD COLORADO RESIDENTIAL LLC	CHRM
TRACT H	0.333	GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT I	0.133	OIL/GAS PIPELINE AND GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT J	0.804	FUTURE DEVELOPMENT	COTTONWOOD COLORADO RESIDENTIAL LLC	CHRM
TRACT K	1.281	DRAINAGE TRACT	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT L	0.068	GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT M	0.116	GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT N	0.093	GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT O	5.457	DRAINAGE, OIL/GAS PIPELINE, OIL/GAS FACILITIES, ACCESS, UTILITIES, GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT P	0.575	OIL/GAS PIPELINE AND GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT Q	11.440	FUTURE DEVELOPMENT	COTTONWOOD COLORADO RESIDENTIAL LLC	CHRM
TRACT R	6.945	OIL/GAS FACILITIES	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT S	0.131	GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT T	0.154	GREEN SPACE	COTTONWOOD HOLLOW RESIDENTIAL METROPOLITAN DISTRICT (CHRM)	CHRM
TRACT U	1.435	FUTURE DEVELOPMENT	COTTONWOOD COLORADO RESIDENTIAL LLC	CHRM
TRACT V	0.674	FUTURE DEVELOPMENT	COTTONWOOD COLORADO RESIDENTIAL LLC	CHRM
TRACT W	0.455	FUTURE DEVELOPMENT	COTTONWOOD COLORADO RESIDENTIAL LLC	CHRM

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
64.036 ACRES - 125 LOTS - 23 TRACTS
FP-22-021



REV. NO.	DATE	REVISIONS DESCRIPTION	 1525 Raleigh Street Suite 400 Denver, CO 80204 TEL 303.237.2072 www.olsson.com
REVISIONS			APPROVED BY: _____ EJD PROJECT #: 021-02728 DATE: 02.20.2023
SUBDIVISION OF LAND, TOWN OF FIRESTONE			
			SHEET 2 OF 10

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
64.036 ACRES - 125 LOTS - 23 TRACTS
FP-22-021
NORTH LINE OF THE
W1/2 OF THE NE1/4 SEC 14
SABLE AVENUE (WELD COUNTY ROAD 22)
40' PIPELINE EASEMENT
(DEP-SP-0029)



KEY MAP
(NOT TO SCALE)

REV. NO.	DATE	REVISIONS DESCRIPTION	 1525 Raleigh Street Suite 400 Denver, CO 80204 TEL 303.237.2072 www.olsson.com
REVISIONS			APPROVED BY: <u> EJD </u> PROJECT #: <u> 021-02728 </u> DATE: <u> 02.20.2023 </u>
SUBDIVISION OF LAND, TOWN OF FIRESTONE			
			SHEET 3 OF 10

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

POINT OF COMMENCEMENT
NORTHEAST CORNER OF THE WEST HALF, OF THE NE 1/4,
SECTION 14, T2N, R68W, 6TH P.M.
- CALCULATED POSITION FROM FOUND
SECTION CORNER ACCESSORY MONUMENTS
- SET #6 30" REBAR AND 2.5" ALUMINUM CAP IN RANGE BOX
"PLS 38755 2023"

– POINT OF BEGINNING

— POINT OF BEGINNING

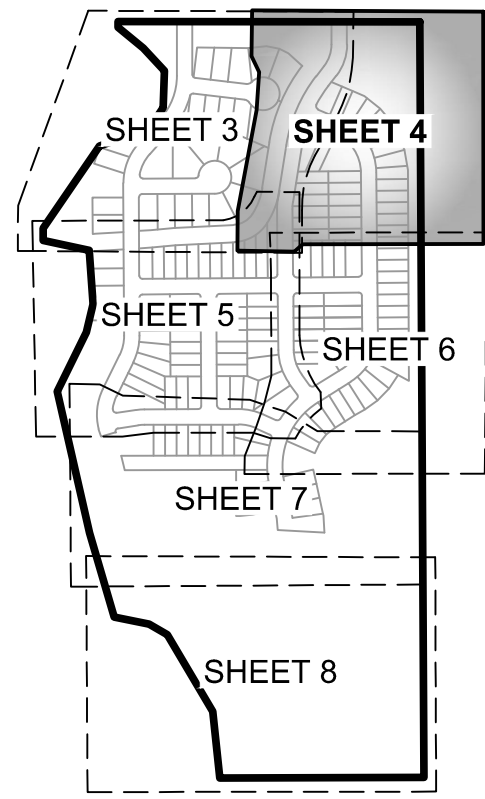
— S00°19'08"E 20.01'

OWNER: CORINNE R WUERTHNER
PARCEL NO. 131314000019

OWNER: ROBERT E KONKLE,
VIVIAN J KONKLE
PARCEL NO. 131314000043

A north arrow pointing upwards with the letter 'N' in the center. Below it is a graphic scale bar with markings at 0', 20', 40', and 80'. The text 'SCALE: 1 inch = 40 feet' is written below the scale bar.

SEE SHEET 9
FOR CURVE TABLES



KEY MAP
(NOT TO SCALE)

[illegible]

olsson

1525 Raleigh Street
Suite 400
Denver, CO 80204

TEL 303.237.2072 www.olsson.com

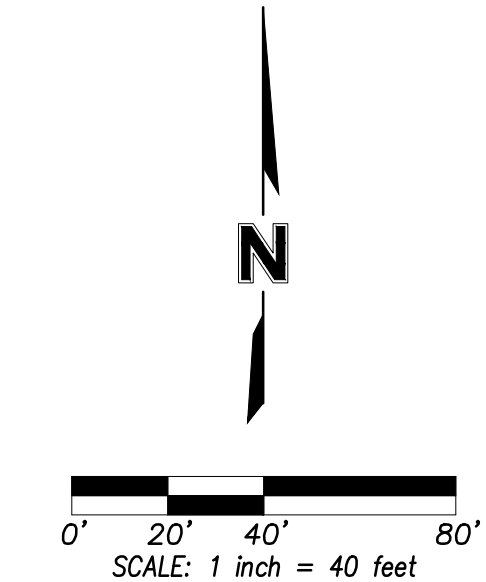
REVISIONS

SUBDIVISION OF LAND, TOWN OF FIRESTONE

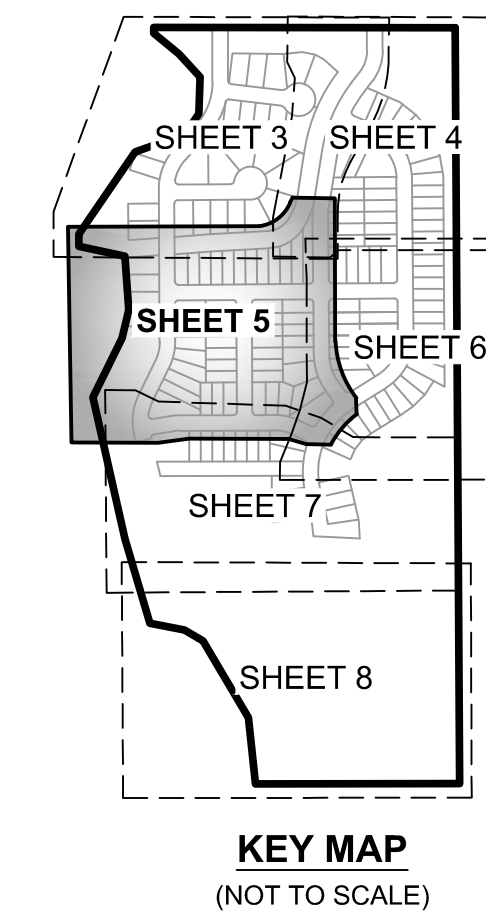
APPROVED BY: EJD
PROJECT #: 021-02728
DATE: 02.20.2023

SHEET
4 OF 10

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
64.036 ACRES - 125 LOTS - 23 TRACTS
FP-22-021



SEE SHEET 9
FOR CURVE TABLES

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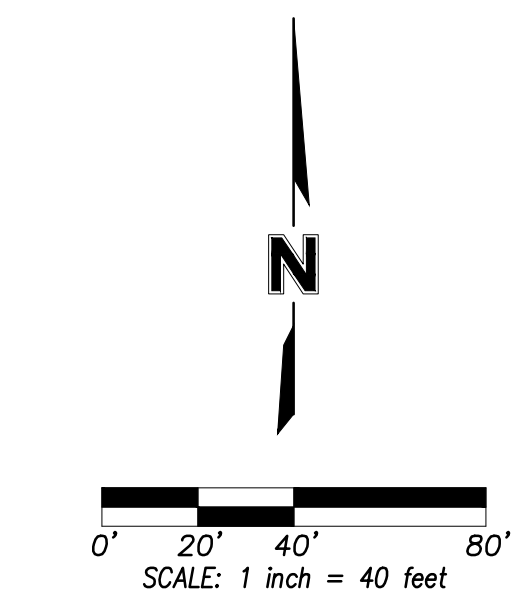
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Suite 400
Denver, CO 80204 TEL 303.237.2072 www.olsson.com

SUBDIVISION OF LAND, TOWN OF FIRESTONE

APPROVED BY: <u>EJD</u>	SHEET 5 OF 10
PROJECT #: <u>021-02728</u>	
DATE: <u>02.20.2023</u>	

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

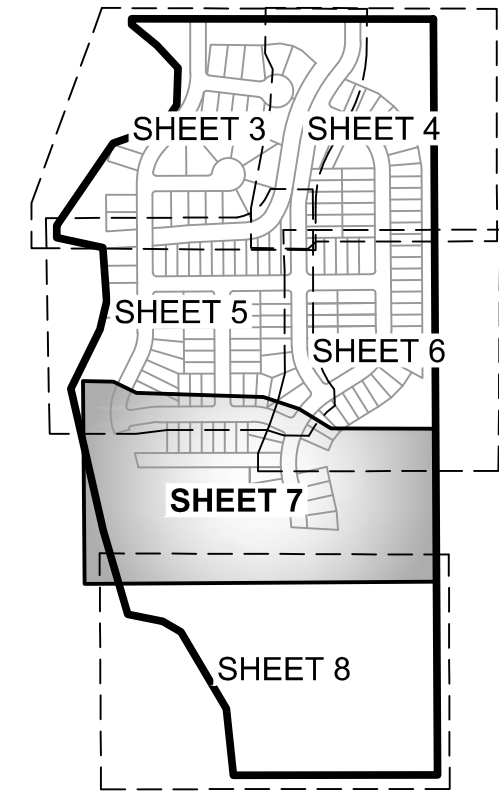
FP-22-021



KEY MAP
(NOT TO SCALE)

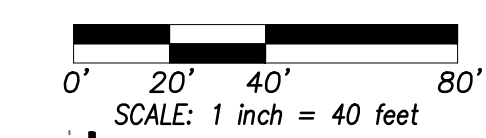
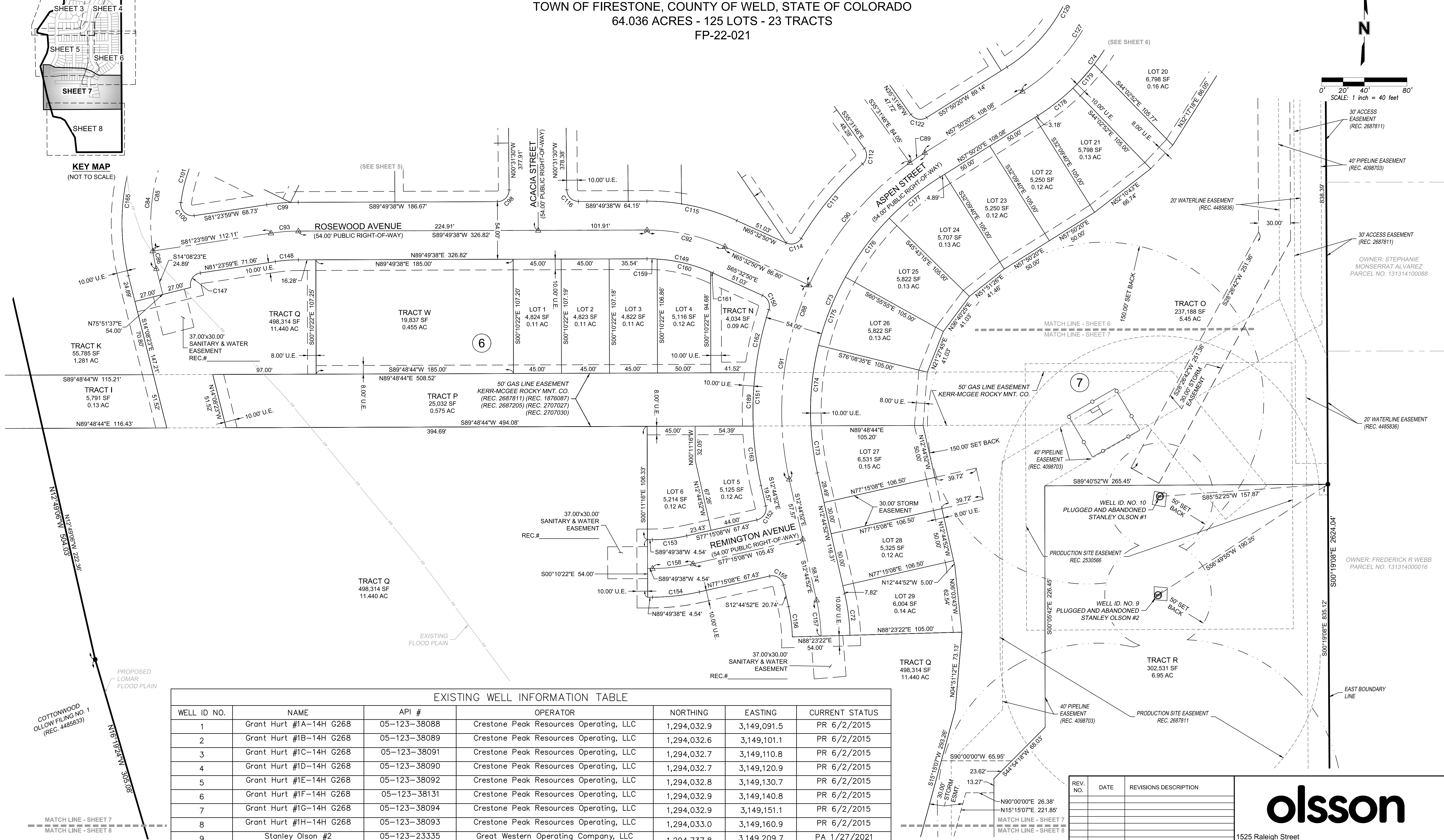
REV. NO.	DATE	REVISIONS DESCRIPTION	 1525 Raleigh Street Suite 400 Denver, CO 80204 TEL 303.237.2072 www.olsson.com
REVISIONS			APPROVED BY: _____ EJD PROJECT #: _____ 021-02728 DATE: _____ 02.20.2023
SUBDIVISION OF LAND, TOWN OF FIRESTONE			SHEET 6 OF 10

SEE SHEET 9
FOR CURVE TABLES



KEY MAP
(NOT TO SCALE)

COTTONWOOD HOLLOW FILING 4A
A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
64.036 ACRES - 125 LOTS - 23 TRACTS
FP-22-021



30' ACCESS EASEMENT (REC. 2687811)
40' PIPELINE EASEMENT (REC. 4088703)
20' WATERLINE EASEMENT (REC. 4485836)
30' ACCESS EASEMENT (REC. 2687811)
OWNER: STEPHANIE MONSERRAT ALVAREZ
PARCEL NO. 131314100088

OWNER: FREDERICK R WEBB
PARCEL NO. 131314000016

EXISTING WELL INFORMATION TABLE

WELL ID NO.	NAME	API #	OPERATOR	NORTHING	EASTING	CURRENT STATUS
1	Grant Hurt #1A-14H G268	05-123-38088	Crestone Peak Resources Operating, LLC	1,294,032.9	3,149,091.5	PR 6/2/2015
2	Grant Hurt #1B-14H G268	05-123-38089	Crestone Peak Resources Operating, LLC	1,294,032.6	3,149,101.1	PR 6/2/2015
3	Grant Hurt #1C-14H G268	05-123-38091	Crestone Peak Resources Operating, LLC	1,294,032.7	3,149,110.8	PR 6/2/2015
4	Grant Hurt #1D-14H G268	05-123-38090	Crestone Peak Resources Operating, LLC	1,294,032.7	3,149,120.9	PR 6/2/2015
5	Grant Hurt #1E-14H G268	05-123-38092	Crestone Peak Resources Operating, LLC	1,294,032.8	3,149,130.7	PR 6/2/2015
6	Grant Hurt #1F-14H G268	05-123-38131	Crestone Peak Resources Operating, LLC	1,294,032.9	3,149,140.8	PR 6/2/2015
7	Grant Hurt #1G-14H G268	05-123-38094	Crestone Peak Resources Operating, LLC	1,294,032.9	3,149,151.1	PR 6/2/2015
8	Grant Hurt #1H-14H G268	05-123-38093	Crestone Peak Resources Operating, LLC	1,294,033.0	3,149,160.9	PR 6/2/2015
9	Stanley Olson #2	05-123-23335	Great Western Operating Company, LLC	1,294,737.8	3,149,209.7	PA 1/27/2021
10	Stanley Olson #1	05-123-10374	Great Western Operating Company, LLC	1,294,830.6	3,149,211.5	PA 10/7/2020
11	Olson #1	05-123-08994	Macey & Mershon Oil, Inc	1,294,425.2	3,148,733.4	PA 8/3/1977

REV. NO.	DATE	REVISIONS DESCRIPTION

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SUBDIVISION OF LAND, TOWN OF FIRESTONE

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DATE: 02.20.2023

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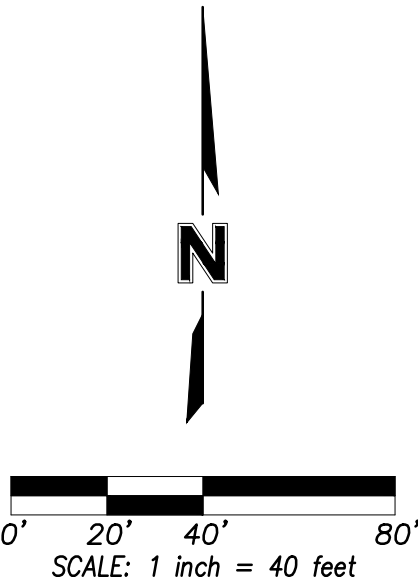
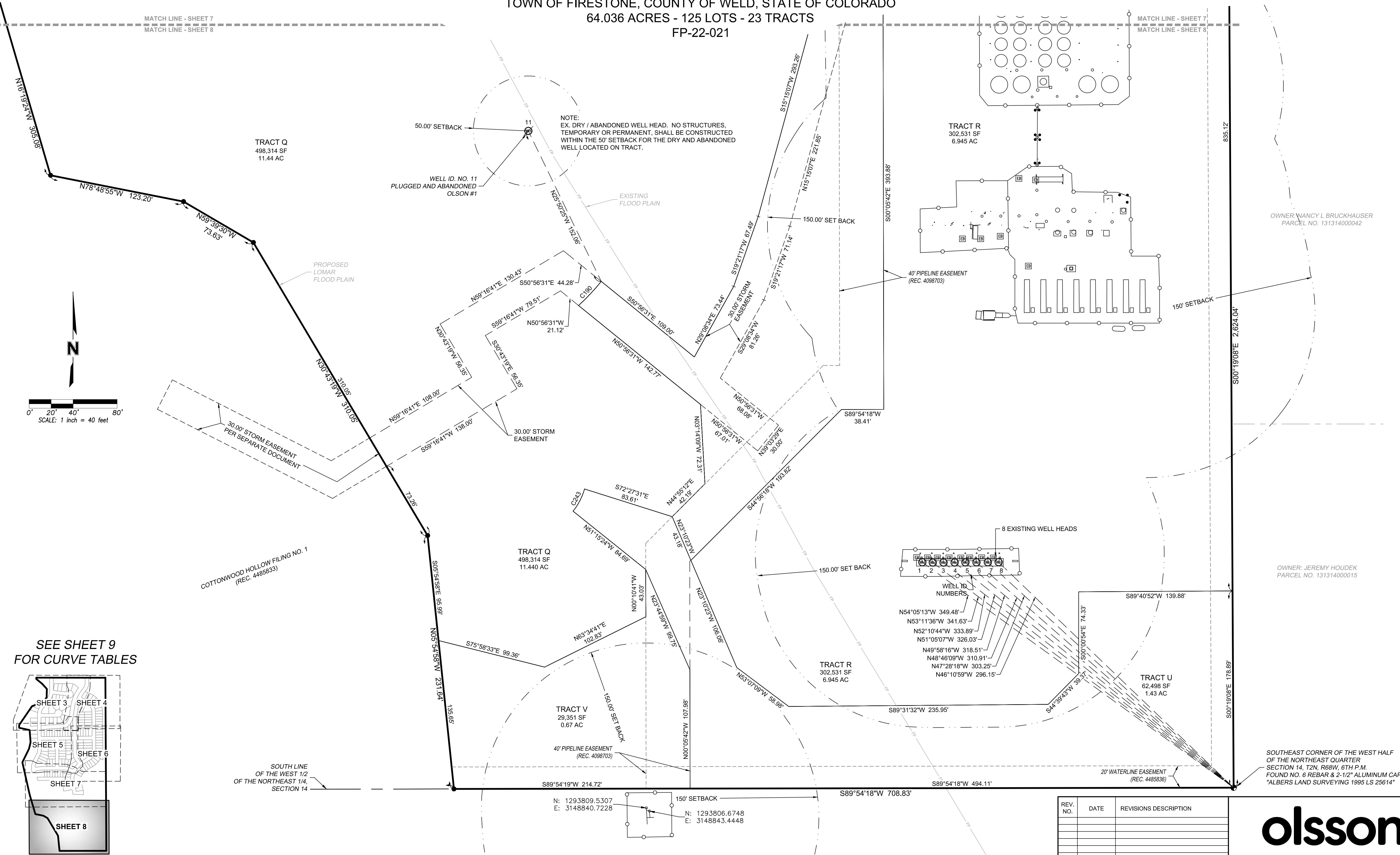
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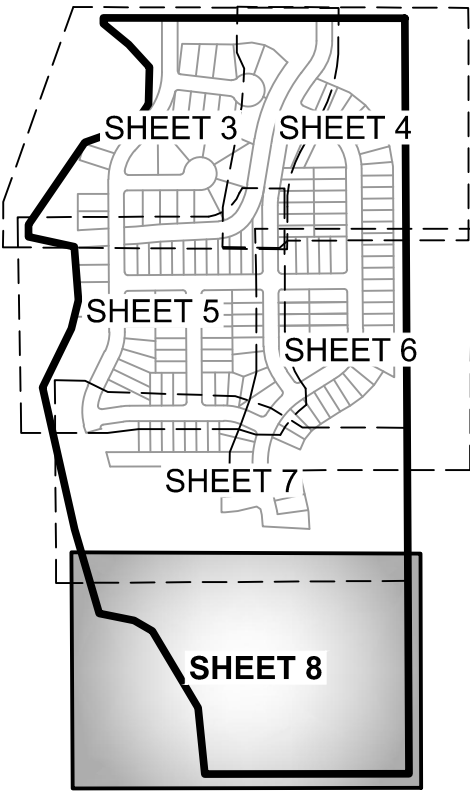
SHEET
7 OF 10

COTTONWOOD HOLLOW FILING 4A

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
64.036 ACRES - 125 LOTS - 23 TRACTS
FP-22-021



SEE SHEET 9
FOR CURVE TABLES



KEY MAP
(NOT TO SCALE)

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

SUBDIVISION OF LAND, TOWN OF FIRESTONE

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APPROVED BY: EJD
PROJECT #: 021-02728
DATE: 02.20.2023

SHEET
8 OF 10

COTTONWOOD HOLLOW FILING 4A

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
64.036 ACRES - 125 LOTS - 23 TRACTS
FP-22-021

CURVE TABLES

CURVE DATA					
#	Radius	Delta	Chord Bearing	Chord Length	Length
C1	250.00'	041°49'22"	S20°58'25"W	178.46'	182.49'
C2	250.00'	006°42'23"	S03°24'56"W	29.25'	29.26'
C3	250.00'	035°06'59"	S24°19'37"W	150.84'	153.22'
C4	175.00'	042°12'24"	S20°46'54"W	126.02'	128.91'
C5	63.00'	080°33'33"	N49°23'56"E	81.46'	88.58'
C6	63.00'	092°22'47"	N37°04'14"W	90.93'	101.58'
C7	63.00'	046°11'24"	N13°58'32"W	49.42'	50.79'
C8	63.00'	046°11'24"	N60°09'56"W	49.42'	50.79'
C9	500.00'	037°32'19"	S18°49'54"W	96.53'	98.28'
C10	500.00'	028°28'54"	S23°21'37"W	246.00'	248.55'
C11	500.00'	014°14'27"	S30°28'50"W	123.95'	124.27'
C12	500.00'	014°14'27"	S16°14'23"W	123.95'	124.27'
C13	175.00'	009°38'40"	S04°17'50"W	29.42'	29.46'
C14	11.00'	090°00'00"	S44°56'16"E	15.56'	17.28'
C15	223.00'	041°49'22"	S20°58'25"W	159.19'	162.78'
C16	202.00'	042°12'24"	S20°46'54"W	145.46'	148.80'
C17	202.00'	031°32'09"	S26°07'02"W	109.78'	111.18'
C18	202.00'	010°40'15"	S05°00'50"W	37.57'	37.62'
C19	470.00'	014°50'25"	N86°22'06"W	121.40'	121.74'
C20	11.00'	090°00'00"	N44°40'43"E	15.56'	17.28'
C21	54.00'	080°23'33"	N49°30'55"E	69.70'	75.77'
C22	90.00'	011°16'36"	N03°28'52"E	17.68'	17.71'
C23	15.00'	084°31'04"	N40°06'06"E	20.17'	22.13'
C24	54.00'	238°51'44"	N37°04'14"W	94.06'	225.12'
C25	15.00'	084°31'04"	S65°45'26"W	20.17'	22.13'
C26	90.00'	011°16'36"	N77°37'20"W	17.68'	17.71'
C27	11.00'	083°19'22"	N41°35'56"W	14.62'	16.00'
C28	11.00'	090°00'00"	N45°03'44"E	15.56'	17.28'
C29	11.00'	082°23'33"	N55°32'36"E	14.49'	15.82'
C30	36.00'	092°22'47"	S37°04'14"E	51.96'	58.04'
C31	36.00'	080°33'33"	S49°23'56"W	46.55'	50.62'
C32	11.00'	101°02'57"	N39°47'49"W	16.98'	19.40'
C33	148.00'	031°09'27"	N26°18'23"E	79.49'	80.48'
C34	277.00'	027°32'17"	N28°06'58"E	131.86'	133.13'
C35	54.00'	019°29'54"	N79°57'45"E	18.29'	18.38'
C36	54.00'	047°45'14"	N46°20'11"E	43.72'	45.01'
C37	54.00'	013°08'25"	N15°53'21"E	12.36'	12.38'
C38	54.00'	042°52'47"	N60°55'15"E	39.48'	40.41'
C39	54.00'	044°33'48"	N17°11'57"E	40.95'	42.00'
C40	54.00'	044°33'48"	N27°21'51"W	40.95'	42.00'
C41	54.00'	044°33'48"	N71°55'39"W	40.95'	42.00'
C42	54.00'	062°17'33"	S54°38'40"W	55.86'	58.71'
C43	90.00'	004°57'48"	N74°27'56"W	7.79'	7.80'
C44	90.00'	006°18'48"	N80°06'13"W	9.91'	9.92'
C45	80.00'	054°22'52"	N59°52'02"E	73.11'	75.93'
C46	240.00'	023°33'26"	N20°53'53"E	97.98'	98.68'
C47	587.00'	026°28'54"	N23°21'37"E	288.80'	291.80'
C48	63.00'	037°32'19"	N18°49'54"E	40.54'	41.28'
C49	240.00'	009°30'33"	N27°55'19"E	39.79'	39.83'
C50	240.00'	014°02'53"	N16°08'37"E	58.70'	58.84'
C51	587.00'	001°22'17"	N09°48'18"E	14.05'	14.05'
C52	587.00'	004°24'07"	N12°41'30"E	45.09'	45.10'
C53	587.00'	004°16'17"	N17°01'42"E	43.75'	43.76'
C54	587.00'	012°08'45"	N25°14'13"E	124.20'	124.44'
C55	587.00'	006°17'28"	N34°27'20"E	64.42'	64.45'
C56	11.00'	090°00'00"	S44°56'16"E	15.56'	17.28'
C57	123.00'	037°32'19"	S18°49'54"W	79.15'	80.59'
C58	527.00'	026°28'54"	S23°21'37"W	259.28'	261.97'
C59	202.00'	009°38'40"	S04°17'50"W	33.96'	34.00'
C60	148.00'	009°38'40"	N04°17'50"E	24.88'	24.91'

CURVE DATA					
#	Radius	Delta	Chord Bearing	Chord Length	Length
C61	473.00'	009°31'22"	N13°52'51"E	78.52'	78.61'
C62	11.00'	094°43'05"	N66°00'04"E	16.18'	18.18'
C63	148.00'	066°20'34"	S33°28'06"E	161.95'	171.37'
C64	148.00'	004°49'20"	S01°53'10"W	12.45'	12.46'
C65	148.00'	004°49'20"	S06°42'30"W	12.45'	12.46'
C66	473.00'	000°38'31"	S09°26'25"W	5.30'	5.30'
C67	473.00'	008°52'51"	S14°12'06"W	73.24'	73.32'
C68	148.00'	005°07'05"	S64°04'51"E	13.22'	13.22'
C69	148.00'	053°59'44"	S34°31'27"E	134.37'	139.48'
C70	148.00'	007°13'45"	S03°54'42"E	18.66'	18.67'
C71	175.00'	066°20'34"	N33°28'06"W	191.50'	202.63'
C72	202.00'	011°08'15"	N07°10'45"W	39.20'	39.27'
C73	260.00'	070°35'12"	N22°32'44"E	320.44'	320.31'
C74	202.00'	058°08'09"	N28°46'15"E	196.28'	204.96'
C75	202.00'	066°20'34"	N33°28'06"W	221.05'	233.90'
C76	11.00'	094°43'05"	N19°16'48"W	16.18'	18.18'
C77	473.00'	009°31'22"	N32°50'22"E	78.52'	78.61'
C78	177.00'	037°32'19"	N18°49'54"E	113.90'	115.97'
C79	11.00'	090°00'00"	N45°03'44"E	15.56'	17.28'
C83	175.00'	026°29'33"	S12°55'29"W	80.20'	80.92'
C84	175.00'	040°18'39"	S06°00'56"W	120.60'	123.12'
C85	175.00'	034°46'17"	S08°47'08"W	104.58'	106.20'
C86	175.00'	005°32'23"	S11°22'12"E	16.91'	16.92'
C87	175.00'	035°00'16"	S18°01'38"E	105.26'	106.91'
C88	287.00'	070°35'12"	S22°32'44"W	331.64'	353.58'
C89	287.00'	003°22'05"	S56°09'17"W	16.87'	16.87'
C90	287.00'	030°01'04"	S39°27'42"W	148.65'	150.36'
C91	287.00'	037°12'02"	S05°51'09"W	183.09'	186.34'
C91	287.00'	037°12'02"	S05°51'09"W	183.09'	186.34'
C92	175.00'	024°37'32"	N77°51'36"W	74.64'	75.21'
C93	175.00'	008°25'39"	S85°36'49"W	25.72'	25.74'
C94	11.00'	090°00'00"	S44°28'30"W	15.56'	17.28'
C95	11.00'	090°12'13"	N45°25'24"W	15.58'	17.32'
C96	11.00'	089°47'47"	N44°34'36"E	15.53'	17.24'
C97	11.00'	090°00'00"	S45°31'30"E	15.56'	17.28'
C98	11.00'	090°21'45"	S44°39'04"W	15.60'	17.35'
C99	202.00'	008°25'39"	S85°36'49"W	29.68'	29.71'
C100	11.00'	106°06'12"	N45°32'54"W	17.58'	20.37'
C101	148.00'	018°40'04"	N16°50'14"E	48.01'	48.22'
C102	202.00'	026°29'33"	N12°55'29"E	92.57'	93.40'
C103	202.00'	002°04'36"	S88°47'20"W	7.32'	7.32'
C104	202.00'	006°21'02"	S84°34'31"W	22.38'	22.39'
C105	202.00'	000°25'00"	N25°57'46"E	1.47'	1.47'
C106	202.00'	012°43'52"	N19°23'20"E	44.79'	44.88'
C107	202.00'	012°43'53"	N06°39'28"E	44.79'	44.89'
C108	202.00'	000°36'49"	N00°00'53"W	2.16'	2.16'
C109	11.00'	090°00'00"	N44°28'30"E	15.56'	17.28'
C110	11.00'	090°00'00"	S45°31'30"E	15.56'	17.28'
C111	202.00'	035°00'16"	S18°01'38"E	121.50'	123.41'
C112	11.00'	083°17'09"	S06°06'48"W	14.62'	15.99'
C113	314.00'	016°35'19"	S39°27'42"W	90.59'	90.91'
C114	11.00'	083°17'08"	S72°48'36"W	14.62'	15.99'
C115	202.00'	024°37'32"	N77°51'36"W	86.15'	86.82'
C116	11.00'	089°40'41"	N45°20'56"W	15.51'	17.21'
C117	202.00'	010°35'30"	S05°49'15"E	37.29'	37.34'
C118	202.00'	012°47'26"	S17°30'43"E	45.00'	45.09'
C119	202.00'	011°37'20"	S29°43'06"E	40.90'	40.97'
C120	202.00'	015°22'28"	N73°14'04"W	54.04'	54.20'
C121	202.00'	009°15'04"	N85°32'50"W	32.58'	32.62'
C122	11.00'	086°37'55"	N78°50'42"W	15.09'	16.63'

CURVE DATA					
#	Radius	Delta	Chord Bearing	Chord Length	Length
C123	148.00'	035°00'16"	N18°01'38"W	89.02'	90.42'
C124	11.00'	090°00'00"	N44°28'30"E	15.56'	17.28'
C125	11.00'	089°46'20"	S44°35'20"W	15.53'	17.24'
C126	11.00'	090°00'00"	S45°31'30"E	15.56'	17.28'
C127	175.00'	058°08'09"	N28°46'15"E	170.05'	177.57'
C128	11.00'	090°13'40"	S45°24'40"E	15.59'	17.32'
C129	148.00'	058°08'09"	S28°46'15"W	143.81'	150.17'
C130	148.00'	016°41'06"	S08°02'43"W	42.95'	43.10'
C131	148.00'	041°27'04"	S37°06'48"W	104.75'	107.07'
C132	148.00'	000°52'10"	N35°05'41"W	2.25'	2.25'
C133	148.00'	034°08'05"	N17°35'33"W	86.88'	88.17'
C135	202.00'	015°22'28"	N73°14'04"W	54.04'	54.20'
C136	202.00'	009°15'04"	N85°32'50"W	32.58'	32.62'
C147	11.00'	095°32'23"	N33°37'48"E	16.29'	18.34'
C148	148.00'	008°25'39"	N85°36'49"E	21.75'	21.77'
C149	148.00'	024°37'32"	S77°51'36"E	63.12'	63.61'
C150	11.00'	083°17'08"	S23°54'16"E	14.62'	15.99'
C151	314.00'	030°29'10"	S02°29'43"W	165.11'	167.07'
C152	11.00'	090°00'00"	S32°15'08"W	15.56'	17.28'
C153	148.00'	012°34'30"	S83°32'23"W	32.42'	32.48'
C154	202.00'	012°34'30"	N83°32'23"E	44.25'	44.33'
C155	11.00'	090°00'00"	S57°44'52"E	15.56'	17.28'
C156	148.00'	011°08'15"	S07°10'45"E	28.72'	28.77'
C157	175.00'	011°08'15"	S07°10'45"E	33.96'	34.02'
C158	175.00'	012°34'30"	S83°32'23"W	38.33'	38.41'
C159	148.00'	003°39'50"	S88°20'27"E	9.46'	9.46'
C160	148.00'	020°01'23"	S76°29'51"E	51.46'	51.72'
C161	148.00'	000°56'19"	S66°00'59"E	2.42'	2.42'
C162	314.00'	011°02'45"	S12°12'55"W	60.44'	60.53'
C163	314.00'	010°17'59"	S07°35'53"E	56.37'	56.45'
C164	148.00'	024°29'49"	S13°55'21"W	62.80'	63.28'
C165	202.00'	040°18'39"	S06°00'56"W	139.21'	142.12'
C166	148.00'	001°59'44"	S00°40'35"W	5.15'	5.16'
C167	530.00'	002°42'42"	N87°34'03"E	25.08'	25.08'
C170	140.00'	054°22'52"	N59°52'02"E	127.95'	132.88'
C171	300.00'	016°10'24"	N24°35'24"E	84.40'	84.68'
C172	300.00'	007°23'02"	N12°48'41"E	38.64'	38.66'
C173	260.00'	009°49'48"	N07°49'59"W	44.55'	44.61'
C174	260.00'	016°46'30"	N05°28'10"E	75.85'	76.12'
C175	260.00'	015°12'40"	N21°27'45"E	68.82'	69.03'
C176	260.00'	015°12'40"	N36°40'25"E	68.82'	69.03'
C177	260.00'	013°33'34"	N51°03'33"E	61.39'	61.53'
C178	202.00'	011°53'12"	N51°53'44"E	41.83'	41.91'
C179	202.00'	008°32'27"	N41°40'54"E	30.08'	30.11'
C180	202.00'	013°10'43"	N30°49'19"E	46.36'	46.46'
C181	202.00'	012°56'06"	N17°45'54"E	45.51'	45.60'
C182	202.00'	011°35'41"	N05°30'01"E	40.81'	40.88'
C183	202.00'	004°52'35"	N20°44'07"W	17.19'	17.19'
C184	202.00'	012°47'28"	N11°34'08"W	45.00'	45.09'
C185	202.00'	012°47'26"	N24°21'33"W	45.00'	45.09'
C186	202.00'	012°47'26"	N37°08'59"W	45.00'	45.09'
C187	202.00'	012°47'26"	N49°56'25"W	45.00'	45.09'
C188	202.00'	010°18'16"	N61°29'15"W	36.28'	36.33'
C189	314.00'	009°08'26"	S02°07'20"W	50.04'	50.09'
C190	202.00'	008°32'27"	S43°19'43"W	30.08'	30.11'
C242	148.00'	000°45'39"	S25°47'27"W	1.96'	1.96'
C243	57.00'	022°57'58"	N27°15'37"E	22.69'	22.88'

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
64.036 ACRES - 125 LOTS - 23 TRACTS
FP-22-021



RESOLUTION NO. 23-31

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR COTTONWOOD HOLLOW FILING NO. 4A; AUTHORIZING A SUBDIVISION AGREEMENT PERTAINING TO THE COTTONWOOD HOLLOW FILING NO. 4A SUBDIVISION

WHEREAS, Cottonwood Colorado Residential, LLC and Cottonwood Residential V, LLC, (“Applicants”), as owners of certain real property located within the Town of Firestone, Colorado (the “Property”), have submitted a proposed final plat for the Property, entitled “Cottonwood Hollow Filing No. 4A” (the “Final Plat”), attached hereto as **Exhibit A**, and a proposed Subdivision Agreement for the Property, attached hereto as **Exhibit B**; and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the Final Plat on March 16, 2023, rendered a decision recommending approval of the Final Plat with seven (7) conditions as more fully set forth in PC-23-04, dated March 16, 2023; and

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

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

Section 1. The Board of Trustees acknowledges the Planning and Zoning Commission’s findings of fact in this case, as detailed in Resolution PC-23-04.

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

Section 3. The Board of Trustees hereby approves the final plat for Cottonwood Hollow Filing No. 4A, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

(a) All remaining technical corrections to the Cottonwood Hollow Filing No. 4A final plat and construction drawings requested by Town staff shall be made to the Town staff’s satisfaction.

(b) Prior to commencement of construction, Final Construction Plans shall be approved by the Town.

(c) Prior to recordation of the final plat, a Phase III Drainage Report shall be approved by the Town.

(d) Prior to recordation of the final plat, the Sable Avenue Construction Plans shall be approved by the Town.

(e) Prior to recordation of the final plat, all agreements and easements with the Godding Ditch Company shall be fully executed.

(f) The Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

(g) Prior to recordation of the final plat, a Traffic Report shall be approved by the Town.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the plat Cottonwood Hollow Filing No. 4A is hereby accepted by the Town of Firestone, subject however, to the following conditions:

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

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

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

Section 6. The Subdivision Agreement between the Town of Firestone and Applicant is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**. The Mayor is authorized to execute the Subdivision Agreement on behalf of the Town.

Section 7. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Cottonwood Hollow Filing No. 4A final plat shall be null and void if the conditions set forth in Section 3 are not complied with within one hundred and eighty (180) days of the date of this Resolution.

PASSED AND ADOPTED this ____ day of _____, 2023.

Drew Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Cottonwood Hollow Filing No. 4A
Final Plat

EXHIBIT B
Cottonwood Hollow Filing No. 4A – Subdivision
Agreement

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.f

Consent Agenda

Meeting Date: January 10, 2024

Initiated By: Jan Sloat

Dept: Human Resources

AGENDA TITLE

RESOLUTION 24-04: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PAYMENT OF THE TOWN'S 2024 EMPLOYEE BENEFITS INSURANCE PREMIUMS

RECOMMENDATION

Staff recommends approval of Resolution 24-04 for the appropriation of funds to pay Insurance Premiums for 2024 Employee Benefits.

SUMMARY

Resolution 24-04 requests authorization by the Board of the Town's 2024 Employee Benefits Insurance Premiums set forth below.

Cigna - Medical	\$1,908,371.00
Delta - Dental	\$120,026.00
VSP - Vision	\$22,181.00
Mutual of Omaha -	\$89,563.00
(includes Group Life and AD&D, Short Term, Long Term Disability, Voluntary Coverage paid by Employees)	
Pinnacol - Workers Compensation -	\$157,000.00

FINANCIAL CONSIDERATIONS

FINANCIAL CONSIDERATIONS

Cigna - Medical	\$1,908,371.00
Delta - Dental	\$120,026.00
VSP - Vision	\$22,181.00
Mutual of Omaha	\$89,563.00
(includes Group Life and AD&D, Short Term, Long Term Disability, Voluntary Coverage paid by Employees)	
Pinnacol - Workers Compensation	\$157,000.00

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees has approved and appropriated funds annually for Employee Benefits Insurance Premiums as part of the total compensation package for Town employees. The Board of Trustees last approved the Employee Benefits Insurance Premiums on January 11, 2023. Appropriations approved for this purpose were paid to insurance carriers monthly, effective January 1 - December 31, 2023.

ATTACHMENTS

1. RESOLUTION NO 24-04

RESOLUTION NO. 24-04

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING THE PAYMENT OF THE
TOWN' S 2024 EMPLOYEE BENEFITS INSURANCE PREMIUMS**

WHEREAS, the Town of Firestone's 2024 budget adopted by the Board of Trustees appropriates funds for the Town's 2024 employee benefits insurance premiums; and

WHEREAS the Board of Trustees desires to specifically authorize such payments.

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

The Board of Trustees of the Town of Firestone authorizes payment of the Town's employee benefits insurance premiums in the amounts set forth herein below.

Cigna - Medical	\$1,908,371.00
Delta - Dental	120,026.00
VSP - Vision	22,181.00
Mutual of Omaha -	89,563.00
(includes Group Life and AD&D, Short Term, Long Term Disability, Voluntary Coverages paid by Employees)	
Pinnacol - Workers Compensation -	157,000.00

INTRODUCED, READ AND ADOPTED this ____ day of _____, 2024.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.g

Consent Agenda

Meeting Date: January 10, 2024

Initiated By: David Angelo

Dept: Police

AGENDA TITLE

RESOLUTION 24-05: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT FOR MUNICIPAL JAIL SERVICES BETWEEN WELD COUNTY AND THE TOWN OF FIRESTONE

RECOMMENDATION

Staff recommends approval of Resolution 24-05.

SUMMARY

The proposed agreement renews the jail services agreement entered into with Weld County. This agreement is renewed every five years, and the current agreement is set to expire on January 30, 2024.

The agreement stipulates and holds the Town of Firestone and the Weld County Sheriff's Office accountable for the manner in which municipal inmates are held in the jail, the manner in which a court process can take place, and how the Town is billed for the inmate's length of stay. The agreement may be unilaterally terminated by either party with 30 days written notice.

FINANCIAL CONSIDERATIONS

Reimbursement rates are established by the Colorado State General Assembly, which set the current reimbursement rate for fiscal year 2023-2024 (July 1, 2023 to June 30, 2024) at \$75.65 per inmate per day.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Resolution 18-24 on June 13, 2018, which approved the current agreement that is set to expire on January 30, 2024.

ATTACHMENTS

1. Weld County Jail Resolution
2. Firestone Weld Jail Agreement
3. State General Assembly Reimbursement Rate - 2023-2024

RESOLUTION NO. 24-05

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING AN AGREEMENT FOR
MUNICIPAL JAIL SERVICES BETWEEN WELD COUNTY AND THE
TOWN OF FIRESTONE**

WHEREAS, in accordance with C.R.S. 29-1-203 political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting entities; and

WHEREAS, the Town of Firestone (“Town”) does not have, nor does it desire to construct, operate and maintain a municipal jail; and

WHEREAS, Weld County, with assistance of the Weld County Sheriff’s Department owns and operates a jail and in accordance with C.R.S 31-15-401(1)(k) it may be used for the confinement and punishment of municipal offenders subject to conditions imposed by law and with the consent of Weld County; and

WHEREAS, Weld County finding that use of its jail by the Town increases the efficiencies of both parties consents to the Town’s use of its jail subject to the terms and conditions set forth in an agreement between the parties.

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

The Agreement for Municipal Jail Services between Weld County and the Town of Firestone is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of January 2024.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGREEMENT FOR MUNICIPAL JAIL SERVICES BETWEEN WELD COUNTY
AND TOWN OF FIRESTONE, FIRESTONE POLICE DEPARTMENT**

This Agreement is made this _____ day of _____, 2024, by and between the Town of Firestone Firestone Police Department hereinafter referred to as the "Municipality"; and the County of Weld, a body corporate and political subdivision of the State of Colorado, through its Board of County Commissioners, hereinafter referred to as "County."

WHEREAS, the Municipality does not desire to maintain a jail facility and wishes to use the County Jail and the services of the Sheriff of the County of Weld; and

WHEREAS, the joint use of the County Jail facilities would provide increased efficiency for both parties; and

WHEREAS, in accordance 31-15-401 (1) (k), C.R.S., the Municipality, with the consent of the board of Weld County Commissioners, may use the county jail for the confinement or punishment of offenders, subject to such conditions as are imposed by law; and

WHEREAS, in accordance with Section 29-1-203, C.R.S., political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the corporations or contracting entities; and

WHEREAS, in order to set forth clearly the responsibilities, obligations, powers and rights of each of the parties, the Municipality and the County hereby enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto agree as follows:

1. Definitions

- A. Municipal Offender(s) – As used in this agreement, the term Municipal Offender(s) shall mean offenders placed with the County pursuant to this Agreement.
- B. Municipal Court – the duly designated judicial entity of the Municipality.

2. Conditions for Acceptance of Municipal Offender(s)

The following conditions must be met before a municipal offender will be accepted for commitment or placement at the Weld County Jail ("Jail"):

- A. The offender(s):
 - I. Must be an adult, 18 years of age or older.
 - II. Must be without serious medical and/or mental health issues, as determined by the Weld County Jail Medical Services Provider, including, but not limited to, communicable infectious disease.
 - III. Identity must be reasonably established.
- B. The Pre-booking documentation must be completed as required by the Jail and include, but not be limited to:
 - I. The actual and specific description of the municipal ordinance violation; or
 - II. The actual and specific description of the original municipal ordinance violation, if the booking results from a municipal arrest warrant for failure to appear, comply, complete conditions, or pay, or is a municipal mittimus order.
- C. One of the following forms of documentation from the Municipality must accompany the offender or be provided to the County prior to the offender being accepted and booked at the Jail:

- I. Mittimus Order

A mittimus order shall be accepted only if the commitment is for consecutive days, with the consecutive days not consisting of weekend days only or with days of liberty interspersed with days of detention. The offender may be committed to work release and/or electronic home detention if they meet the minimum acceptance criteria for such jail alternative program and if space is available.

- II. Arrest Warrant

An arrest warrant shall be accepted only if the arrest warrant: (1) includes the actual and specific, (original) municipal ordinance description, (e.g. Failure to Appear/Speeding, Failure to Pay Fines & Costs/ Disorderly Conduct, etc.), AND (2) specifies the amount and type of bond to secure bail, such as: a) an amount of cash, b) an amount of cash or surety, c) personal recognizance after 24 or 48 hours, or d) "Hold without Bond."

Notice of the municipal arrest warrant service shall be made to the municipal court clerk by fax and/or email, or a mutually accepted alternative, within 4 hours. The Municipality shall provide the municipal clerk's fax number to the

County at the time of the execution of this Agreement. The municipal law enforcement agency listed as the arrest warrant originating agency on the Colorado Bureau of Investigation's Colorado Crime Information Center (CCIC) computer system will be notified that the offender has been located when the arrest warrant is confirmed. The Weld County Jail is not responsible for notice to the Municipality, municipal court, or municipal court clerk other than by the means described in this Agreement.

III. Penalty Assessment, Summons or Summons & Compliant

A penalty assessment, summons and complaint, or summons shall be accepted

Municipal offenders cannot be released on personal recognizance after their incarceration based upon the issuance of these documents when any one of the three (3) above listed circumstances are present. A municipal detainer for the offender may be entered in lieu of issuing a penalty assessment, summons and complaint, or summons by request of the arresting municipal officer when any one of the three listed circumstances are present.

- D. The municipality shall provide the County with an Annual Court Appearance Schedule.
- E. The Municipality agrees to comply with the policies and procedures of the Jail and Weld County Sheriff's Department, unless specifically altered in this Agreement.

3. Description of Services

- A. In accordance with the terms of this Agreement, it shall be the responsibility of the County to receive and safely keep every adult offender duly committed or placed in the Jail for safekeeping, examination, trial, or duly sentenced to imprisonment in the Jail upon conviction for any contempt, misconduct, or for any violation of municipal ordinance. The County shall not release the offender from jail, on bail or otherwise, except by lawful authority and/or pursuant to the provisions of this Agreement.

- B. It shall be the responsibility of the County to make record of every adult offender duly committed or placed in the Jail in accordance with the terms of this Agreement. The record shall include a photograph or digital image of the offender and offender identification information as defined in Colorado Revised Statutes 24-72-302 (1) and 24-73-302 (2).
 - I. Ten-print fingerprint cards will be electronically sent to the Colorado Bureau of Investigation when the actual and specific description of the municipal ordinance is provided on pre-booking documentation and/or municipal arrest warrants. A ten-print fingerprint card will be maintained by the County for each municipal offender in accordance with the Weld County Sheriff's Office Criminal Justice Records Retention Schedule approved by the Colorado Archivist.
- C. It shall be the responsibility of the County to accept municipal court orders temporarily detaining offenders held pursuant to county or district court matters. The County is responsible to provide timely notice to the municipal law enforcement agency or municipal court detaining the offender when there has been a disposition of pending county or district court matters. Notification to the municipal court shall be made within 4 hours.
- D. It shall be the responsibility of the County to accurately prepare for and accept bonds and related cash or surety documents, set court appearances in accordance with municipal court schedules, complete or prepare other municipal court documents required to accept and release municipal offenders into and from the Weld County Jail. The County is responsible to make said documents available to the municipal clerk or mail said documents to the municipal clerk via email the following work day.
- E. It shall be the responsibility of the County to afford municipal offenders' access to inmate programs and activities in a manner consistent with the Jail classification of like County inmates. The municipal offender's classification will be determined by the Jail Inmate Services Unit Classification staff.
- F. It shall be the responsibility of the County to comply with C.R.S. 17-26-109 and afford sentenced municipal offenders deductions of time for his/her municipal court sentence in a manner consistent with sentenced County offenders.
- G. It shall be the responsibility of the County to determine sentenced municipal offender's eligibility and conditions for furlough consistent

with sentenced County offenders. The County shall notify the municipal court of any municipal offender furlough.

- H. It shall be the responsibility of the County to comply with the provisions of C.R.S. 13-10-111.5, as amended, and any standing orders issued by the municipal court pursuant to said statute.

4. Duration of Agreement

This Agreement shall be effective upon final execution by the appropriate officers of both parties on the date first set forth above, and shall continue through **January 30th, 2025**, and shall be automatically renewable year to year for up to 5 years from final execution unless sooner terminated by notice from either party in accordance with Section 5 of this Agreement. It is further understood and agreed that the obligations of the Municipality as set forth herein shall be subject to annual appropriation. Nothing herein shall be deemed a multiple fiscal-year obligation in violation of Article X, Section 20 of the Colorado Constitution. At the time this Agreement is terminated, the Municipality shall retake all Municipal offenders.

5. Termination of Agreement

This Agreement may be unilaterally terminated, with or without cause, by 30 days written notice, by either party delivered to the other party in accordance with Section 12 "Notices". Within 30 days after delivery of said notice, the Municipality shall retake physical custody of Municipal offenders in the County's custody pursuant to this Agreement.

6. Emergency Release

Notwithstanding the provisions of Section 4 & 5 set forth herein, the County has the authority to release, on an emergency basis, those municipal offenders when the County deems such release is necessary due to exigent circumstances. The County shall, in its sole discretion, determine those exigent circumstances which necessitate such emergency release. Such exigent circumstances may include, but are not limited to, inmate overcrowding of the County Jail. The County shall notify the municipal court of the offender's name, date & time released, and the basis for release due to exigent circumstances.

7. Agreement Monitor

In order to administer this Agreement effectively, the Municipality shall designate an Agreement Monitor. Until further notice is received, the Municipality's Agreement Monitor shall be the individual named in Schedule A, attached hereto and incorporated herein by reference. Any

change in the Agreement Monitor shall be effective upon 10 days advance written notice to the County's Contact Person.

8. County Contact Person

In order to administer this Agreement effectively, the Sheriff or his/her designee shall act as the County's Contact Person. Until further notice is received, the County's Contact Person shall be the individual named in Schedule A, attached hereto and incorporated herein by reference. Any change in the County's Contact Person shall be effective upon 10 days advance written notice to the Municipality's Agreement Monitor.

9. Cost and Reimbursement

- A. Except as otherwise provided in this Agreement, all costs of housing the Municipality's offenders, pursuant to the terms of this Agreement shall be fixed and reimbursed at the per offender per day rate set in the previous year by the Joint Budget Committee of the Colorado General Assembly for reimbursement to Colorado counties for holding backlogged Department of Corrections' inmates. Said rate shall begin **July 1** of the year following the setting of the rate and continuing to and until **June 30** of said year. The Municipality shall reimburse the County for the day the Municipality's offender is delivered and for every subsequent day that the Municipality's offender is assigned to the Weld County Jail, but not the day that the Municipality's offender is released from the Weld County Jail due to completion of sentence or by order of the committing Court.
- B. For those offenders who remain in the County Jail for a period of no more than four (4) hours, the Municipality shall pay the County one half of the Per Diem rate set forth in paragraph A, above.
- C. If the Municipal offender is detained in the Weld County Jail under the concurrent authority of the municipality and of other municipal jurisdictions, the municipality shall be responsible for no more than its equally proportional share of the cost of housing and maintaining the offender in the custody and/or under the supervision of the Weld County Sheriff.
- D. The costs of providing routine, on-site or contract medical, psychiatric or dental services shall be considered normal costs incidental to the operation of the County Jail, as further defined in Schedule B, attached hereto and incorporated herein by reference, and are considered part of the costs reimbursed by the Per Diem rate per offender as provided in paragraph A, above. The County shall be reimbursed by the Municipality for

the costs of extraordinary health care services, as further defined in Schedule-B.

- E. Physical damage to the Weld County Jail as a direct result of the placement of a municipal offender housed therein shall not be considered "usual costs" incidental to the operation of the Weld County Jail. These costs shall not be part of the reimbursement by the fixed rate per offender per day as provided by subparagraphs A. and B. of Section 9 of this Agreement. The County shall be reimbursed separately by the Municipality for these costs.
- F. The Municipality shall be billed monthly by the County for the rates set forth in Section 9 subparagraphs A, B, & C of this Agreement. Payment shall be made within 30 days of receipt of the County's invoice. The Municipality shall reimburse the County for extraordinary medical expenses as set forth in Schedule B. The Municipality shall reimburse the County for non-medical extraordinary expenses incurred under the terms of this Agreement within 30 days of receipt of the County's invoice.

10. Transportation

Transportation of offenders in custody for violation of a Municipal Ordinance is the sole responsibility of the Municipality. If the Municipality and County have entered into a separate agreement for law enforcement services, then transportation of offenders in custody for violation of a Municipal Ordinance shall take place in accordance with the provisions of said agreement and all costs incurred by the County in the course of providing such transportation on behalf of the Municipality shall be paid by the Municipality as provided therein.

- A. Municipal Video Court Appearance technology is available to Municipality in the jail. If the Municipality wants to use this technology, the Municipality will work closely with the Weld County Sheriff Office and Weld County Information Technology to identify system minimums and requirements for the Municipality to include hardware, software, and network configurations. The Municipality understands and agrees that identified system minimums and requirements, hardware, software, network configurations, labor and installation, and post installation connectivity troubleshooting of the Municipality's Video Court is not the responsibility of the County. The system shall be available at scheduled times barring system failure.
- B. The Municipality shall provide, in advance, the Municipality Court docket to the Sheriff's Office. The Municipality shall be responsible to provide a Municipality Bailiff to transport, escort, and provide security for Municipality Offenders to Municipal Video Court

Appearance at the facility in the North Jail Complex. Upon completion of Municipality Video Court, the Municipality Bailiff shall transport and escort Municipality Offenders back to a designated area within the North Jail Complex determined by the County.

11. Responsibility for Legal Proceedings

- A. The Municipality shall be responsible for defending itself and its officers and employees in any civil action brought against the Municipality, its officers and employees by any municipal offender in the physical custody of the County.
- B. The County shall be responsible for defending itself, its deputies and employees in any civil action brought against the County, its officers and employees by any municipal offender in the physical custody of the County.
- C. The Municipality and its representatives shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of the County or the representatives thereof, arising out of the housing of any municipal offender pursuant to this Agreement.
- D. The County and its representatives shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of the Municipality or the representatives thereof, arising out of the housing of any municipal offender pursuant to this Agreement.

12. Notices

Any notices provided for in this Agreement shall be in writing and shall be served by personal delivery or by certified mail, return receipt requested, prepaid postage at the address listed in Schedule C, attached hereto and incorporated herein by reference, until such time as written notice of a change is received from the other party. Any notice so mailed and any notice served by personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification to the Agreement Monitor or the County Contact Person is required.

13. No Third Party Beneficiary Enforcement

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Municipality and the County, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is

the express intention of the Municipality and the County that any entity, other than the Municipality or the County receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only.

14. Modification and Breach of Contract

This Agreement and the attached schedules contain the entire Agreement and understanding between the parties and supersedes any other agreements concerning the subject matter of this transaction whether oral or written. No modification, amendment, revocation, renewal or other alteration of/to this Agreement and the attached schedules, shall be deemed valid or of any force or affect whatsoever, unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this Agreement and attached schedules shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

15. Severability

If any term or condition of this Agreement shall be held to be invalid, illegal or unenforceable, this Agreement shall be construed and enforced without such a provision, to the extent this Agreement is then capable of execution within the original intent of the parties.

16. Governmental Immunity. No term or condition of this Agreement shall by either party be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act, C .R .S . 24-10-101 et seq., as applicable now or hereafter amended.

17. Board of County Commissioners of Weld County Approval. This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado or its designee.

18. Acknowledgment. County and Municipality acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms. Both parties further agree that this Agreement, with the attached Schedules A-C, is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
OF WELD COUNTY, COLORADO

By: _____
James Scott , Chair

ATTEST:

By: _____
Clerk to the Board

TOWN OF FIRESTONE, COLORADO

By: _____
Drew Alan Peterson

Title: _____
Mayor

ATTEST:

By: _____
Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR MUNICIPAL JAIL SERVICES

SCHEDULE A

1. Until further notice is received, the Municipality's Agreement Monitor shall be:

Name Deputy Chief Bryce Borders
Municipality Firestone Police Department
Address 9900 Park Avenue
Address Firestone Colorado 80504
Phone 303-833-0811 ext 3702

2. Until further notice is received, the County's Contact Person shall be:

Rosanna Soto, Office Manager
Administrative Division
Weld County Sheriff's Office
1950 O Street
Greeley, CO 80631
Telephone: (970) 400-2804

AGREEMENT FOR MUNICIPAL JAIL SERVICES

SCHEDULE B

The costs of providing to municipal offenders routine on-site medical psychological/ psychiatric, dental and medication services, customarily provided to persons sentenced to confinement in the Weld County Jail, shall be considered usual costs incident to the operation of the Weld County Jail. These usual costs include but are not limited to, regularly scheduled sick call, nursing coverage, regular on-site physician visits, routine X-rays for diagnostic purposes which may lead to off-site care, and the dispensing and cost of common prescription medications for routine and minor illnesses. In addition, all municipal offenders transferred to the County pursuant to this Agreement with a condition of drug aftercare, a known history of drug abuse while incarcerated, or who are suspected of illegal use of drugs, shall be required to participate in routine urinalysis testing conducted by the Weld County Jail health care provider. All positive test results for unauthorized drugs shall be reported by the County Contact Person to the Agreement Monitor. The cost of this routine urinalysis testing, together with the usual costs of care referenced above, shall be part of the fixed rate per offender per day as set forth in Section 9 A, of this Agreement.

Extraordinary medical expenses for extraordinary health care shall be the responsibility of the Municipality, subject to the authorization provision below.

For purposes of this Agreement, extraordinary medical expenses are those expenses for extraordinary health care commonly provided to offenders on-site at the Weld County Jail by the Weld County Jail health care provider. Extraordinary medical expenses also include costs for prescribed prosthetics, hearing aids, prescribed eyeglasses, dentures or costs for any cosmetic, dental or elective medical procedure or treatment. Extraordinary health care includes but is not limited to, prescription medication for serious, chronic, infectious and/or uncommon illnesses such as diabetes and hepatitis; respiratory care including requirements for oxygen; rehabilitation-therapy and equipment; care requiring a general or spinal anesthetic; care requiring the services of a surgeon and attending nursing care; dental surgery excluding the repair of cavities, on-site tooth extraction or routine dental procedures; ambulance or Air Life transportation. The Weld County Jail health care provider shall determine when off-site care is required for municipal offenders housed at the Weld County Jail.

Extraordinary medical expenses shall be reimbursed by the Municipality provided:

- 1) Such service is emergency medical treatment as determined by the Weld County Jail health care provider, or
- 2) Such service was approved in advance by the Agreement Monitor.

In cases where the Weld County Jail health care provider has determined that extraordinary care must be provided prior to obtaining the Agreement Monitor's consent, the Weld County health care provider shall notify the Agreement Monitor as soon as practicable, but no later than 8 hours after the rendering of care.

AGREEMENT FOR MUNICIPAL JAIL SERVICES

SCHEDULE C

1. Any notice to the Municipality provided for in this Agreement shall be sent to the Agreement Monitor at:

Name Deputy Chief Bryce Borders

Municipality Firestone Police Department

Address 9900 Park Avenue

Address Firestone Colorado 80504

Phone 303-833-0811 ext 3702

2. Any notice to the County provided for in this Agreement shall be sent to:

Board of Weld County Commissioners
P.O. Box 758
Greeley Co. 80632-D758
Telephone: (970) 356-4000 Ext. 4225

With a copy to:

Rosanne Soto, Office Manager
Administrative Division
Weld County Sheriff's Office
1950 O Street
Greeley, CO 80631
Telephone: (970) 400-2804



COLORADO

Department of Corrections

Office of Finance & Administration

Controller's Office

PO Box 1010

Cañon City, CO 81215-1010

P 719.275.4181

May 18th, 2023

Dear Sheriff:

This is to notify you that the State General Assembly passed the Long Bill (SB23-214) which stipulates the rate of payment to county jails for holding backlogged inmates. The rate for fiscal year 2023-2024 (July 1, 2023 to June 30, 2024) is \$75.65 per inmate per day. The rate is an increase over the current fiscal year (FY 2022-2023). Please realize that the new rate is effective only for the billable days beginning July 1, 2023. Any billable days for June 30, 2023 or prior must be billed at the former rate of \$60.61. As in the past, such reimbursements will begin 72 hours after the date of sentence, as recorded on the mittimus.

To ensure timely payment of your billings, please submit your invoice to:

Colorado Department of
Corrections General Accounting
Office
Attn: Jill Hynes
P.O. Box 1010
Canon City, CO 81215-1010

To contact us regarding your invoices, please call 719-269-4022, or e-mail jill.hynes@state.co.us. Correspondence to other DOC offices should be addressed to the attention of that office or unit even if the P.O. Box is the same. Thank you for your cooperation.

Sincerely,

Brad Duca
CDOC Controller



**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.h

Consent Agenda

Meeting Date: January 10, 2024

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

RESOLUTION 24-06: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TWENTIETH INTERIM AGREEMENT BETWEEN THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE AND THE TOWN OF FIRESTONE COLORADO ACTING WITH AND ON BEHALF OF THE FIRESTONE WATER ACTIVITY ENTERPRISE FOR PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY PROJECT

RECOMMENDATION

Staff recommends approval of Resolution 24-06, approving the NISP Twentieth Interim Agreement with Northern Water and fund the payment as requested in the agreement for the Town's participation in NISP.

SUMMARY

The Twentieth Interim Agreement is to be executed by all NISP participants. The costs associated with the agreement will cover 4 phases in 2024; all are explained below. The Town's 2024 participation cost is \$887,250.00.

Phase 3A will include the following:

- Continuation of the permitting work associated with NISP.
- Remaining efforts in support of the final 404 permit and Record of Decision.
- Potential minor modification of the 404 permit.
- Mitigation development.
- Continuation of the Larimer County IGA process.
- Work in support of the public information effort for NISP as well as overall Northern Water administration and legal support.

Phase 5 will include the following:

- Glade Reservoir facility design advancement.
- Necessary geotechnical work.
- Highway 287 relocation final design.

Phase 6 will include the following:

- NISP conveyance will continue to be refined, including evaluation of Participant flow requirements, pipeline sizing and route refinement, delivery system exchange potential, C-BT exchange potential, conveyance cost estimating, and cost allocation methodology development.
- South Platte Water Conservation Project negotiations will be advanced with the affected ditch companies, and shareholder cooperative agreements will be developed.
- Land and easement requirements will be more specifically identified and acquired.

- Mitigation plans will continue to be advanced, and time-sensitive mitigation activities may be pursued.

Phase 7 will include the following:

- Project financial planning.
- Allotment contract development.
- Legal defense of the Army Corps of Engineers 404 permit and the Larimer County 1041 Permit.
- Potential activities associated with the City of Fort Collins 1041 permit process.

FINANCIAL CONSIDERATIONS

The Town has budgeted for NISP participation costs of \$887,250.00 for 2024, to be paid by the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

In January 2023, the Board of Trustees approved the Nineteenth Interim Agreement between the Northern Colorado Water Conservancy District and the Town of Firestone.

The Town participated in the NISP project under the Central Weld County Water District (CWCWD) umbrella until 2009. At the October 22, 2009, Board meeting, the Board approved a NISP Assignment Agreement negotiated with CWCWD. The agreement allowed the transfer of 1,300 acre-feet (3.25% of the total project) of CWCWD's interest to the Town. Once executed, the Town became a direct participant in the NISP project.

ATTACHMENTS

1. Res No 24-06 NISP Twentieth Interim Participation Agreement
2. Firestone - Twentieth Interim Participation Agreement_NISP_11.30.2023

RESOLUTION NO. 24-06

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TWENTIETH INTERIM AGREEMENT BETWEEN THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE AND THE TOWN OF FIRESTONE COLORADO ACTING WITH AND ON BEHALF OF THE FIRESTONE WATER ACTIVITY ENTERPRISE FOR PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY PROJECT

WHEREAS, the Northern Integrated Supply Project Water Activity Enterprise (“NISP Enterprise” or “NISP”) is developing a water project (“Project”) for the purpose of developing a new reliable water supply for the beneficial use of the Town of Firestone acting with and on behalf of the Firestone Water Activity Enterprise and other entities; and

WHEREAS, overall Project costs are divided among the entities that participate in the Project; and

WHEREAS, Phases 1, 2 and 4 of the Project have been completed and years one through six of the 3rd Phase, have been completed; and

WHEREAS, it is necessary that the NISP Enterprise pursue years 7 through 20 of the Project (referred to as Phase 3A) which will consist of further agency consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work, and analysis for permitting, modeling, and other activities related to designing and permitting the Project; and

WHEREAS, Phases 5 of the Project consists of the Glade Reservoir final design, Highway 287 relocation final design and CM/GC design involvement, and completion of the Galeton Dam preliminary design; and

WHEREAS, Phase 6 involves continued NISP conveyance delivery refinement, South Platte Water Conservation Project negotiations, land and easement definition and purchase, and potential advancement of time-sensitive mitigation activities; and

WHEREAS, Phase 7 involves the development of a NISP Allotment Contract, financial project planning, legal defense of the Project permits, and overall project administration; and

WHEREAS, it is necessary that the NISP Enterprise pursue Phases 3A, 5, 6, and 7 of the Project at this time in order to be able to complete the Project on the time schedule desired by the participants; and

WHEREAS, pursuing Phases 3A, 5, 6 and 7 of the Project on behalf of the participants will require continued funding from the participants.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE

TOWN OF FIRESTONE, COLORADO:

The Twentieth Interim Agreement between the Northern Integrated Supply Project Water Activity Enterprise and the Town of Firestone acting with and on behalf of the Firestone Water Activity Enterprise for Participation in the Northern Integrated Supply Project is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Twentieth Interim Agreement on behalf of the Town of Firestone acting with and on behalf of the Firestone Water Activity Enterprise.

INTRODUCED, READ AND ADOPTED this 10th day of January, 2024.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TWENTIETH INTERIM AGREEMENT WITH THE
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE,
FOR PARTICIPATION IN THE
NORTHERN INTEGRATED SUPPLY PROJECT

This Agreement is made and entered into as of _____, 20__, by and between the Northern Integrated Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., owned by the Northern Colorado Water Conservancy District, and whose address is 220 Water Avenue, Berthoud, Colorado 80513 (the “NISP Enterprise”), and the Town of Firestone, a municipal corporation, acting with and on behalf of the Firestone Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. § 37-45.1-101 et seq., and owned by the Town of Firestone, whose address is 9950 Park Ave, Firestone, CO 80504 (“Participant”).

Recitals

- A. The NISP Enterprise is developing a water project (the “Project”) for the purpose of developing a new reliable water supply for the beneficial use of the Participant and other entities.
- B. Overall Project costs will be divided among the entities that participate in the Project.
- C. The First, Second, and Fourth Phases of the Project, and years one through six of the Third Phase, have been completed.
- D. The Third Phase, Years 7 through 20 (hereinafter referred to as “Phase 3A”), will consist of further agency consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work, and analysis for permitting, modeling, and other activities related to designing and permitting the Project.
- E. The Fifth Phase of the Project consists of the Glade Reservoir final design, Highway 287 relocation final design and CM/GC design involvement, and completion of the Galeton Dam preliminary design.
- F. The Sixth Phase involves continued NISP conveyance delivery refinement, South Platte Water Conservation Project negotiations, land and easement definition and purchase, and potential advancement of time-sensitive mitigation activities.
- G. The Seventh Phase involves the development of a NISP Allotment Contract, financial project planning, legal defense of the Project permits, and overall project administration.
- H. It is necessary that the NISP Enterprise pursue Phases 3A, 5, 6, and 7 of the Project at this time in order to be able to complete the Project on the time schedule desired by the

participants.

- I. Pursuing Phases 3A, 5, 6, and 7 of the Project on behalf of the participants will require continued funding from the participants.

Agreement

1. The Participant agrees to participate in Phases 3A, 5, 6, and 7 of the Project, under and pursuant to the terms and conditions of this Agreement. The Participant acknowledges that it shares a common interest in development of the Project and that privileged material may be shared with the Participant from time to time. A description of Phase 3A, Phase 5, Phase 6, and Phase 7 is included in **Exhibit A**. Participation in this Agreement in no way obligates the Participant to participate in subsequent phases of the Project or to continue involvement in the Project in any manner.
2. For the purposes of cost allocation in Phase 3A, Phase 5, Phase 6, and Phase 7, the cost is based upon the Participant's base requested capacity divided by the total requested base Project yield. The Participant's initial base requested capacity in the Project is 1,300 acre-feet of water yield. Attached hereto as **Exhibit B** is a table showing the currently anticipated permitted capacity in the Project and the pro rata share of the costs of the Project for 2024 for each Participant. The costs covered by this Agreement shall be separate from costs covered by the NISP Phase I Agreement between the NISP Enterprise and the Participant. The Participant may request a reduction or increase, in base requested capacity, which will be implemented by the NISP Enterprise so long as any costs of design, environmental studies, permitting or other matters are paid by the Participant pursuant to its pro-rata cost basis. If a reduction in the Participant's base requested capacity is made, the formula for allocation of costs among the participants shall be changed accordingly so that all participants bear a pro rata share of the Phase 3A, Phase 5, Phase 6, and Phase 7 costs of the Project after the change based on their final base requested capacities. For purposes of the environmental analysis for the Project, the Participant's permitted capacity in the Project is 1,300 acre-feet of water yield. In the event that the Participant's base requested capacity is increased or decreased, the Participant's permitted capacity shall be increased or decreased in the same percentage as the percentage increase or decrease of the base requested capacity.
 - a. In the event that a Participant transfers a portion of its base requested capacity to a third-party entity during the term of this Agreement, the Participant may allocate the pro-rata cost associated with the transferred capacity to the third-party entity, or in the event that the cost is not allocated to the third-party entity, the associated pro-rata cost obligation shall remain with the signatory Participant herein.
 - b. Any transfer of base requested capacity must be approved by the NISP Enterprise Board of Directors prior to transfer.
3. The Participant agrees to provide to the NISP Enterprise funds for its pro rata share of the anticipated 2024 costs necessary for Phase 3A, Phase 5, Phase 6, and Phase 7 of the

Project. The NISP Enterprise estimates that the Participant's pro rata share of the costs of the Project is \$887,250 for 2024. The Participant will pay the NISP Enterprise its pro rata share of these 2024 costs on or before January 15, 2024. The NISP Enterprise will invoice the Participant for this payment. These estimated costs will not be increased or exceeded without the prior written approval of the Participant. Participant funds that are not expended during Phase 3A, Phase 5, Phase 6, and Phase 7 will be rebated back to each participant pro rata based on each participant's contribution of funds to the Project in Phase 3A, Phase 5, Phase 6, and Phase 7.

4. In the event that the Participant fails to make the payment set forth above at the specified time, the NISP Enterprise shall have the right to terminate this Agreement and cease all work on the Project for the benefit of the Participant. The NISP Enterprise shall give the Participant thirty (30) days' advance written notice of its intention to terminate this Agreement and cease work on the Project for the Participant's benefit under this paragraph. The Participant shall have until the end of said 30-day period in which to make all past due payments in full in order to cure its default hereunder. The Participant shall in any event be responsible for its pro rata share of the 2024 costs of Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project actually incurred by the NISP Enterprise up to the date of termination of this Agreement.
5. The NISP Enterprise agrees to diligently pursue Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project in good faith to the extent that funds therefor are provided by the Participant under this Agreement and by other participants under similar agreements. By entering into this Agreement and accepting payments from the Participant, the NISP Enterprise does not obligate itself to, nor does the NISP Enterprise warrant that it will, proceed with the Project beyond Phase 7 or that it will construct or operate the Project. At the end of Phase 7, the NISP Enterprise will determine after consultation with the participants whether to proceed with the Project. The NISP Enterprise agrees that, if the participants provide all required funding, if the NISP Enterprise has the ability, and if the Project is feasible and practical, it will pursue the construction and operation of the Project if requested to do so by a sufficient number of participants to fully fund the Project. In the event that the NISP Enterprise decides not to proceed with the Project, it will so notify the Participant and this Agreement will immediately and automatically terminate upon the giving of such notice.
6. In the event of termination of the Project, the Participant shall not be entitled to any return of funds paid to the NISP Enterprise for the Project, unless payments by participants exceed the NISP Enterprise's costs as of the date the Project is terminated, in which case a pro rata refund will be made. In the event of such termination, the Participant shall be entitled to receive copies of any work products developed by the NISP Enterprise or its consultants on behalf of the Participant, and NISP Enterprise Board shall, in its sole discretion: (i) convey to the Participant, as a tenant in common with all other participants who have not been terminated under paragraph 4 above, a pro rata interest in all real and personal property acquired by the NISP Enterprise for the Project with funds provided under this Agreement or similar agreements with other participants; or (ii) disburse to the Participants the proceeds of any sale of assets in

proportion to each Participant's Cost Share.

7. The Participant shall have the right to assign this Agreement and the Participant's rights hereunder, with the written consent of the NISP Enterprise, which consent shall not be unreasonably withheld, to any entity that is eligible to receive water deliverable through the Project and that is financially able to perform this Agreement.
8. In the event that this Agreement is terminated for any reason, the Participant shall not be entitled to any return of any funds paid to the NISP Enterprise for the Project except as provided in Paragraphs 3 and 6 above for those participants who have not been terminated under Paragraph 4 above, and the NISP Enterprise shall have no further obligations to the Participant.
9. Notwithstanding any other provision of this Agreement to the contrary, the Participant's maximum financial obligation under this Agreement shall be the payment of \$887,250 set forth in paragraph 3 above. The Participant shall have the right to terminate this Agreement at any time. In the event of such termination, each of the parties hereto shall be immediately released from all obligations recited herein as if this Agreement had not been entered into.
10. In the event that additional costs must be incurred for Phase 3A, Phase 5, Phase 6, and Phase 7 in 2024, the parties may amend this Agreement in writing to provide for further payment by the Participant of the costs for 2024. However, the Participant is not obligated under this Agreement to pay any costs for Phase 3A, Phase 5, Phase 6, and Phase 7 beyond the costs stated in paragraph 3 above.
11. This Agreement shall be interpreted under the laws of the State of Colorado. Venue for any disputes concerning this Agreement shall be in the Weld County, Colorado, District Court.
12. Nothing in this Agreement shall be construed to waive the protections and immunities afforded the NISP Enterprise and the Participant under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., and any similar or successor statutes of the State of Colorado.
13. Except for the obligation to pay money, neither party shall be liable to the other party for any delay or inability to perform its obligations hereunder by reason of acts of God, acts of the public enemy, riot, civil commotion, insurrection, acts or failure to act of governmental authorities, war, pandemic, or any other cause or causes beyond the party's reasonable control.
11. This Agreement is the entire agreement between the NISP Enterprise and the Participant regarding participation in Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project and shall be modified by the parties only by a duly executed written instrument approved by the Participant and the NISP Enterprise's Board of Directors.

12. This Agreement is subject to approval by the NISP Enterprise's Board of Directors and shall become binding on the NISP Enterprise only upon such approval.

THE TOWN OF FIRESTONE, A MUNICIPAL CORPORATION,
ACTING WITH AND ON BEHALF OF THE FIRESTONE WATER ACTIVITY
ENTERPRISE, a government-owned business within the meaning of Article X, §
20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. § 37-45.1-101 et seq.

By:_____

Name:_____

Title:_____

THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE

By:_____

Bradley D. Wind, P.E.
General Manager

EXHIBIT A
DESCRIPTION OF PHASE 3A, PHASE 5, PHASE 6, and PHASE 7
NORTHERN INTEGRATED SUPPLY PROJECT

Phase 3A consists of a continuation of the permitting work associated with NISP. The work in 2024 will largely be remaining efforts in support of the final 404 permit and Record of Decision, potential minor modification of the 404 permit, mitigation development, and continuation of the Larimer County IGA process. Additionally, there will be work in support of the public information effort for NISP as well as overall Northern Water administration and legal support.

Phase 5 will consist of the Glade Reservoir facility design advancement and necessary geotechnical work and Highway 287 relocation final design.

Phase 6 involves the following additional 2024 activities:

- NISP conveyance will continue to be refined including evaluation of Participant flow requirements, pipeline sizing and route refinement, delivery system exchange potential, C-BT exchange potential, conveyance cost estimating, and cost allocation methodology development.
- South Platte Water Conservation Project negotiations will be advanced with the affected ditch companies and shareholder cooperative agreements will be developed.
- Land and easement requirements will be more specifically identified and acquired.
- Mitigation plans will continue to be advanced, and time sensitive mitigation activities may be pursued.

Phase 7 involves the following 2024 activities:

- Project financial planning
- Allotment contract development
- Legal defense of the Army Corps of Engineers 404 permit, and the Larimer County 1041 Permit.
- Potential activities associated with the City of Fort Collins' 1041 permit process.

EXHIBIT B
PARTICIPANT YIELD AND COSTS
PHASE 3A, PHASE 5, PHASE 6, and PHASE 7

Northern Integrated Supply Project	Rev. 1.1	10/24/2023	
Year 2024 Preconstruction Budget			
<i>Interim Contract 20</i>			
Item	Updated Cost		
NISP Owners Representative	\$ 300,000		
Glade Final Design Activities	\$ 10,000,000		
HW 287 Design Activities	\$ 1,600,000		
HW 287 CMGC	\$ 600,000		
HW 287 Utlility Relocation Design	\$ 200,000		
NISP Delivery Refinement	\$ 3,000,000		
River Intake Predesign and Design	\$ 400,000		
Environment&Mitigation	\$ 4,000,000		
Financing Consultant/Bond Counsel	\$ 200,000		
WQ Sample Testing/Studies	\$ 300,000		
Northern Water Labor	\$ 2,000,000		
Northern Water Indirect	\$ 800,000		
Legal	\$ 700,000		
Communications	\$ 100,000		
ROW-Land Appraisal/Title/Survey	\$ 200,000		
Pipeline Easements/Property	\$ 3,000,000		
SPWCP Negotiations	\$ 200,000		
Contingency/Other (10%)	\$ 2,700,000		
Total	\$ 30,300,000		
Approximate Carryover from 2023	\$ 3,000,000		
Total Requested of Participants for 2024	\$ 27,300,000		
	Project Yield	Percent of	2024
Participant	(Acre-ft)	Project	Budget
Central Weld Co. W.D.	3,500	8.75%	\$ 2,388,750
Dacono	1,250	3.13%	\$ 853,125
Firestone	1,300	3.25%	\$ 887,250
Frederick	2,600	6.50%	\$ 1,774,500
Eaton	1,300	3.25%	\$ 887,250
Erie	6,500	16.25%	\$ 4,436,250
Evans	1,200	3.00%	\$ 819,000
Fort Collins-Loveland. W.D.	3,400	8.50%	\$ 2,320,500
Fort Lupton	2,050	5.13%	\$ 1,399,125
Fort Morgan	3,600	9.00%	\$ 2,457,000
Lafayette	1,800	4.50%	\$ 1,228,500
Lefthand W.D.	4,900	12.25%	\$ 3,344,250
Morgan County Q.W.D.	1,300	3.25%	\$ 887,250
Severance	2,000	5.00%	\$ 1,365,000
Windsor	3,300	8.25%	\$ 2,252,250
Total	40,000	100.00%	\$ 27,300,000

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.i

Consent Agenda

Meeting Date: January 10, 2024

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

RESOLUTION 24-07: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE APPLICATION TO THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT FOR CANCELLATION OF TEMPORARY USE PERMITS

RECOMMENDATION

Staff recommends approval of Resolution No. 24-07.

SUMMARY

Resolution 24-07 approves the application for cancelation of temporary use permits for all water transferred to the Town by developers in 2023. Three temporary use permits for seven acre-foot units were transferred to the Town by developers in 2023 to comply with water dedication requirements.

Each year, Northern Water requires the Town to complete two steps for all water transferred to the Town from developers in the prior water year. This first step is to cancel all temporary use permits for all water transfers. The second step (Resolution 24-08) is executing the Annual Renewable Perpetual Water Contract.

Once both steps are completed (Resolution 24-07 and Resolution 24-08), water will be converted from temporary water rights to annually renewable perpetual water rights in the Colorado-Big Thompson ("C-BT") system. Approval of this resolution and execution of the application will successfully complete step one of this process.

FINANCIAL CONSIDERATIONS

There is no cost to convert the temporary use permit for seven acre-foot units to an annual renewable water contract. The Town pays annual water assessment fees to Northern Water for the use of the C-BT system.

HISTORY AND PREVIOUS BOARD ACTION

This procedural matter was previously completed in 2023, as four acre-foot units had been transferred in 2022.

ATTACHMENTS

1. Res No 24-07 NCWCD Cancellation Temp Use Permit
2. Firestone Cancellation of TU Permit

RESOLUTION NO. 24-07

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING THE APPLICATION TO THE
NORTHERN COLORADO WATER CONSERVANCY DISTRICT FOR
CANCELLATION OF TEMPORARY USE PERMITS**

WHEREAS, the Town of Firestone desires to submit its application to the Northern Colorado Water Conservancy District for cancellation of temporary use permits.

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

The Board of Trustees of the Town of Firestone (“Town”) approves the Town’s Application to Northern Colorado Water Conservancy District for Cancellation of Temporary Use Permits, as set forth in the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute the Application for cancellation on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 10th day of January, 2024.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**APPLICATION TO
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
FOR CANCELLATION OF TEMPORARY USE PERMITS**

The Town of Firestone hereby applies for the cancellation of the following Temporary Use Permits:

<u>Permit Dated</u>	<u>Acre-Feet</u>
March 9, 2023	03
April 13, 2023	01
April 13, 2023	<u>03</u>
Total Quantity to be Released	07

Dated at Firestone, Colorado this _____ day of _____, 20__.

TOWN OF FIRESTONE

ATTEST:

By_____

(SEAL)

ORDER ON APPLICATION

Application having been made by the Town of Firestone for the cancellation of the above Temporary Use Permits, and Hearing having been held by the Board of Directors of Northern Colorado Water Conservancy District, it is hereby ORDERED that the above Temporary Use Permits be canceled.

Dated the _____ day of _____, 20__.

NORTHERN COLORADO WATER
CONSERVANCY DISTRICT

ATTEST:

President

Secretary

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.j

Consent Agenda

Meeting Date: January 10, 2024

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

RESOLUTION 24-08: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN APPLICATION TO THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT FOR AN ANNUALLY RENEWABLE PERPETUAL WATER CONTRACT FOR THE RIGHT TO USE COLORADO-BIG THOMPSON PROJECT WATER UNDER C.R.S. § 37-45-131

RECOMMENDATION

Staff recommends approval of Resolution No. 24-08.

SUMMARY

Resolution 24-08 approves the application for an Annual Renewable Perpetual Water Contract for all water transferred to the Town by developers in 2023. Three temporary use permits for seven acre-foot units were transferred to the Town by developers in 2023 to comply with water dedication requirements.

Each year, Northern Water requires the Town to complete two steps for all water transferred to the Town from developers in the prior water year. The first step is to cancel all temporary use permits for all water transfers (Resolution 24-07). This second step is executing the Annual Renewable Perpetual Water Contract.

Once both steps are completed (Resolution 24-07 and Resolution 24-08), water will be converted from temporary water rights to annually renewable perpetual water rights in the Colorado-Big Thompson ("C-BT") system. Approval of this resolution and execution of the application for an Annual Renewable Perpetual Water Contract will successfully complete step two of this process.

FINANCIAL CONSIDERATIONS

There is no cost to convert the temporary use permit for seven acre-foot units to an Annual Renewable Perpetual Water Contract. The Town pays annual water assessment fees to Northern Water for the use of the C-BT system.

HISTORY AND PREVIOUS BOARD ACTION

This procedural matter was previously completed in 2023, as four acre-foot units had been transferred in 2022.

ATTACHMENTS

1. Res No 24-08 NCWCD Annual Renewable Right to Use Water
2. Application for Town of Firestone - Section 131 Contract

RESOLUTION NO. 24-08

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN APPLICATION TO THE
NORTHERN COLORADO WATER CONSERVANCY DISTRICT FOR AN
ANNUALLY RENEWABLE PERPETUAL WATER CONTRACT FOR THE
RIGHT TO USE COLORADO-BIG THOMPSON PROJECT WATER
UNDER C.R.S. § 37-45-131**

WHEREAS, the Town of Firestone (“Town”) must, in accordance with state law, annually apply to the Northern Colorado Water Conservancy District for its beneficial use of 7 acre foot units of Colorado-Big Thompson Project Water; and

WHEREAS, such water must be used in accordance with the terms and conditions set forth in the application.

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

The Board of Trustees of the Town of Firestone (“Town”) approves the Town’s Application to the Northern Colorado Water Conservancy District for Annually Renewable Perpetual Water Contract for Right to Use Colorado-Big Thompson Project Water under C.R.S. § 37-45-131, as set forth in the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute the Application on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 10th day of January, 2024.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

APPLICATION TO
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
FOR ANNUALLY RENEWABLE
PERPETUAL WATER CONTRACT FOR RIGHT TO USE
COLORADO-BIG THOMPSON PROJECT WATER
UNDER C.R.S. 37-45-131

Applicant, Town of Firestone, a Colorado municipal corporation acting in its governmental capacity or a water activity enterprise (circle capacity in which applicant is acting), hereby applies to Northern Water, a political subdivision of the State of Colorado, organized and existing by virtue of Title 37, Article 45, Colorado Revised Statutes, for a contract for the right to beneficially use Colorado-Big Thompson Project water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to beneficial use is **seven (7) acre-feet** to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water provided for use under this contract by the Board of Directors of Northern Water shall be primarily for municipal, domestic, irrigation, or industrial use within or through facilities or upon lands owned or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the use of water (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten-thousandth (1/310,000) of the quantity of water annually declared by the Board of Directors of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.
4. Applicant agrees to pay annually in advance for the amount of water herein provided for use under this contract by the Board of Directors of Northern Water at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each water year thereafter shall be made in advance by the Applicant on or before each October 1, 31 days prior to the start of the water year, at the rate per acre-foot

established by the Board for municipal water use in that water year. For the purpose of this water contract, the water year is defined to be from November 1 to October 31 of the following year.

If an annual payment as herein provided is not made by due date, written notice thereof, by certified mail, will be given by Northern Water to the Applicant at the following address: 9950 Park Ave, Firestone, Colorado 80504.

Water deliveries shall be suspended as of November 1 of the new water year until payment of the delinquency is made. If payment is not made within ninety (90) days after the date of mailing of said written notice, Applicant shall have no further right, title, or interest under this contract; and the right of use of water as herein made, shall be disposed of at the discretion of the Board of Directors of Northern Water. Any proceeds from any sale of the right of use to another allottee shall be paid to Applicant over and above Northern Water's actual expense in terminating and disposing of the contract right of use.

5. This right of use shall be perpetual on an annually renewable basis. If the annual payment is made as provided in this application, the right of use shall be automatically renewed another water year without any further notice of Northern Water; if the annual payment is not timely made, as provided above, the right of use shall terminate.
6. Applicant agrees that the water allocation shall be beneficially used for the purposes and in the manner specified herein, and that this right of use is made for the exclusive benefit of the Applicant and shall not inure to the benefit of any successors or assigns of said Applicant without prior specific approval of the Board of Directors of Northern Water.
7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; the rules, regulations and policies of the Board of Directors of Northern Water as they now exist or as they exist in the future; and by the Repayment Contract of July 5, 1938, between Northern Water and the United States and all amendments thereof and supplements thereto.
8. Applicant agrees, as a condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through provision of services to the Applicant.

9. Acquisition of this annually renewable perpetual right of use water contract for the Colorado-Big Thompson Project water from Northern Water and the right to the beneficial use of water thereunder by the Applicant is necessary; the continued acquisition and use of this water supply is essential for the well-being of the community and for the preservation of the public peace, health, and safety; and the adequate protection of the health of the inhabitants of the community.
10. The governing body of Applicant has duly approved this Application in accordance with all legally required procedures.

Signed this _____ day of _____, A.D., 20____.

TOWN OF FIRESTONE

By _____

ATTEST:

(SEAL)

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in this allocation of the right to use Colorado-Big Thompson Project water and after a Hearing by the Board, it is hereby ORDERED that the above application be granted and an allotment contract for **seven (7) acre-feet** of water is hereby made to the Town of Firestone, a Colorado municipal corporation, for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER
CONSERVANCY DISTRICT

By _____
President

I hereby certify that the above Order was entered by the Directors of Northern Colorado Water Conservancy District on the _____ day of _____, A.D., 20____.

ATTEST: _____
Secretary

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.k

Consent Agenda

Meeting Date: January 10, 2024

Initiated By: Pam Howard

Dept: Planning & Development

AGENDA TITLE

RESOLUTION 24-10: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 23-10.

SUMMARY

The property owner is requesting a fifth extension to record the Firelight Park Minor Subdivision Plat (Plat). The Firelight Park subdivision is located at the northeast corner of Fairview Street and Highway 119. The 120-day extension to record the Plat will allow the applicant more time to obtain the Letter of Credit surety for public improvements from the lender.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

On July 13, 2022, the Board of Trustees approved Resolution 22-79, approving the Firelight Park Minor Subdivision Plat. On October 26, 2022, the Board of Trustees approved Resolution 22-112, approving the first extension to record the Plat; on February 8, 2023, the Board of Trustees approved Resolution 23-25, approving the second extension to record the Plat; on June 14, 2023, the Board of Trustees approved Resolution 23-68, approving the third extension to record the Plat; and, on September 13, 2023, the Board of Trustees approved Resolution 23-94, approving the fourth extension to record the Plat.

ATTACHMENTS

1. Resolution 24-10
2. Firelight Park Commercial Plat
3. 22-79 Approving Minor Subdivision Plat & Accepting Property Interests for Certain Real Property

RESOLUTION NO. 24-10

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION

WHEREAS, the Board of Trustees, by duly-adopted Resolution No. 22-79, dated July 13, 2022, approved the Firelight Park Minor Subdivision Plat (the “Minor Plat”), submitted by Fire Voyage Ventures LLC (“Applicant”), as owner of certain real property located within Firelight Park (the “Property”); and

WHEREAS, on October 26, 2022, the Board of Trustees, by duly-adopted resolution, extended the date of approval of the Minor Plat to February 13, 2023; and

WHEREAS, on February 8, 2023 the Board of Trustees, by duly-adopted resolution, extended the date of approval of the Minor Plat to June 13, 2023; and

WHEREAS, on June 14, 2023 the Board of Trustees, by duly-adopted resolution, extended the date of approval of the Minor Plat to September 13, 2023; and

WHEREAS, on September 13, 2023 the Board of Trustees, by duly-adopted resolution, extended the date of approval of the Minor Plat to December 12, 2023; and

WHEREAS, Applicant has requested again that the Board of Trustees extend the date of approval of the Minor Plat for a period of one hundred and twenty (120 days) to April 10, 2024; and

WHEREAS, the Board of Trustees has reviewed Applicant’s request and, based on the application materials, has determined that there are no reasons to deny a fifth extension of time.

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

Section 1. The Board of Trustees hereby approves a ninety-day extension for the Firelight Park Minor Subdivision Plat to April 10, 2024, having an effective date of January 10, 2024, but subject to the following conditions:

(a) All conditions of the original Firelight Park Minor Subdivision Plat approval from July 13, 2022, as set out in Resolution No. 22-79, shall remain valid and in full force and effect, and shall apply to the extension request; and

(b) If not executed and recorded by April 10, 2024, the Firelight Park Minor Subdivision Plat shall lapse, unless extended by resolution of the Board of Trustees.

Section 2. Any delay or lapse between the adoption of this resolution and the effective

extension date set forth in Section 1(b) of Resolution No. 23-94 shall not be deemed to be a condition of default by Applicant under Resolution No. 23-94 or to render the Firelight Park Minor Subdivision Plat null and void.

Section 3. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Firelight Park Minor Subdivision Plat, and the extension thereof, as provided by Resolution No. 22-79, Resolution No. 22-112, Resolution No. 23-25, Resolution No. 23-68, Resolution No. 23-94, and this Resolution, shall be null and void if the conditions set forth in Section 1 are not satisfied.

PASSED AND ADOPTED this 10th day of January, 2024.

Drew Alan Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Firelight Park Minor Subdivision Plat

FIRELIGHT PARK MINOR SUBDIVISION PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
70.10 ACRES - 4 LOTS - 6 TRACTS
CASE NO. NRMP-21-011

DEDICATION AND OWNERSHIP STATEMENT

KNOW BY ALL MEN THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, OR LIEN HOLDERS OF CERTAIN LANDS IN THE TOWN OF FIRESTONE, COUNTY OF WELD, COLORADO, DESCRIBED AS FOLLOWS:

A REPLAT OF LOTS A AND B, RECORDED EXEMPTION NO. 1313-05-3-RE-2794,
RECORDED AT RECEPTION NO. 2789721,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

LESS ROADS

ALSO DESCRIBED AS:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 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: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTH END BY A FOUND 2" ALUMINUM CAP STAMPED "1994 LS 25937" AND AT THE SOUTH END BY A FOUND 3-1/4" ALUMINUM CAP (ILLEGIBLE). SAID WEST LINE BEARS NORTH 00°44'19" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5;

THENCE SOUTH 89°29'45" EAST 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF FAIRVIEW STREET, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE AND CONTINUING SOUTH 89°29'45" EAST 1195.75 FEET;

THENCE SOUTH 00°45'54" WEST 2522.08 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 119;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 87°20'30" WEST 1196.69 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID WEST LINE NORTH 2588.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,053,816 SQUARE FEET, OR 70.11 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, TRACTS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF FIRELIGHT PARK MINOR SUBDIVISION PLAT. THE EASEMENTS SHOWN HEREON ARE DEDICATED TO THE TOWN AND THE PUBLIC, FOR PUBLIC USES AND PURPOSES AS SHOWN HEREON.

OWNER: FIRELIGHT PARK COMMERCIAL METROPOLITAN DISTRICT

BY: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER: FIRELIGHT DEVELOPMENT, INC

BY: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____.

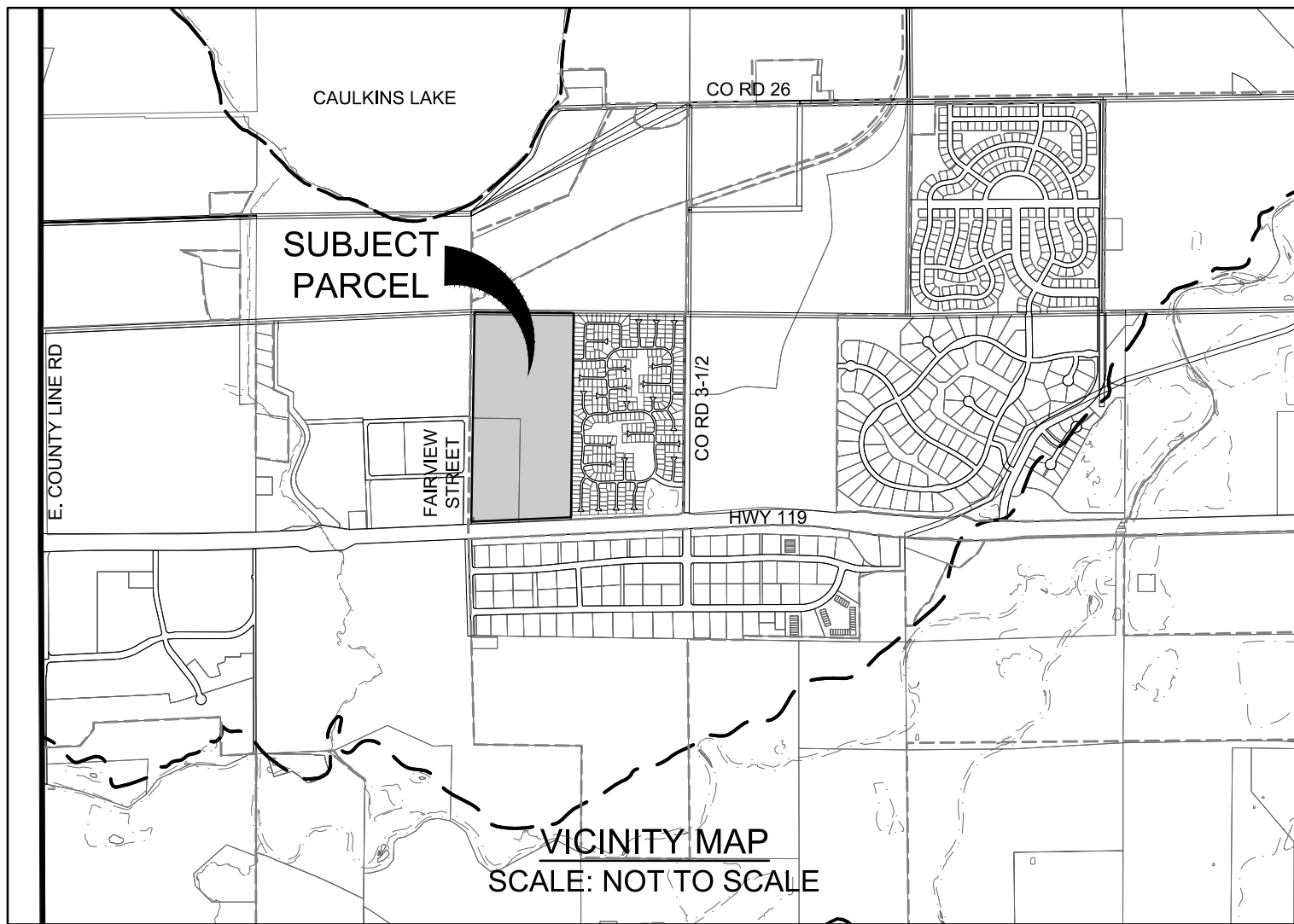
WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER/SUBDIVIDER:
VOYAGE VENTURES, LLC
1425 ONYX CIRCLE
LONGMONT, COLORADO 80504

SURVEYOR:
ATWELL, LLC
143 UNION BLVD, SUITE 700
LAKEWOOD, COLORADO 80228



SURVEYOR'S CERTIFICATE:

I, VLADISLAV SKREJEV, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON 03/06/2021, REVIEWED BY ME AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF FIRESTONE DEVELOPMENT CODE.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____



VLADISLAV SKREJEV, PLS
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 38705

FOR AND ON BEHALF OF ATWELL, LLC

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 CERTIFICATE SHOWN HEREON.

TITLE VERIFICATION CERTIFICATE

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

LAND TITLE GUARANTEE COMPANY

BY: _____

NAME: _____

DATE: _____

TITLE: _____

ATTEST: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ AS _____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PUBLIC ACCESS EASEMENT

A PERPETUAL EASEMENT OVER AND ACROSS ALL SIDEWALKS, PEDESTRIAN PATHS, STREETS, WALKWAYS, DRIVEWAYS, AND PARKING AREAS UPON OR WITHIN THE DESIGNATED ACCESS EASEMENT ON LOTS 1-4 AND OVER THE ENTIRETY OF TRACT A, TRACT C, AND TRACT E OF THE FIRELIGHT PARK NON-RESIDENTIAL MINOR PLAT FOR THE PURPOSE OF VEHICLE AND PEDESTRIAN INGRESS AND EGRESS AND PARKING OF VEHICLES, AT ANY TIME FROM TIME TO TIME, BY MEMBERS OF THE PUBLIC.

NOTE: THE 20-FOOT IRRIGATION IN TRACT D & THE 5-FOOT IRRIGATION EASEMENTS IN TRACT F ARE FOR NON-POTABLE IRRIGATION MAINS AND WILL BE MAINTAINED BY THE FIRELIGHT COMMERCIAL METRO DISTRICT.

BOARD OF TRUSTEES APPROVAL CERTIFICATE

THIS PLAT IS TO BE KNOWN AS FIRELIGHT PARK MINOR SUBDIVISION PLAT AND IS APPROVED AND ACCEPTED BY RESOLUTION NO. _____, PASSED AND ADOPTED AT A MEETING OF THE BOARD OF TRUSTEES OF FIRESTONE, COLORADO, HELD ON THE _____ DAY OF _____, 20____.

MAYOR

ATTEST

TOWN CLERK

ACCEPTANCE CERTIFICATE

THE DEDICATION OF TRACTS IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE FIRELIGHT COMMERCIAL METROPOLITAN DISTRICT OR HOMEOWNERS/BUSINESS ASSOCIATION.

FIRELIGHT COMMERCIAL METROPOLITAN DISTRICT OR HOMEOWNERS/BUSINESS ASSOCIATION NAME

BY: _____ DATE: _____

(NOTARIZED SIGNATURE)

(NAME OF AUTHORIZED OFFICIAL)

TITLE: _____

STATE OF COLORADO)
COUNTY OF WELD) ss.

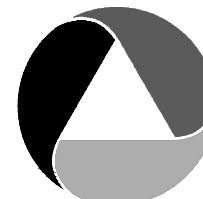
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY: _____ AS _____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



ATWELL

866.850.4200 www.atwell-group.com

143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

REVISIONS

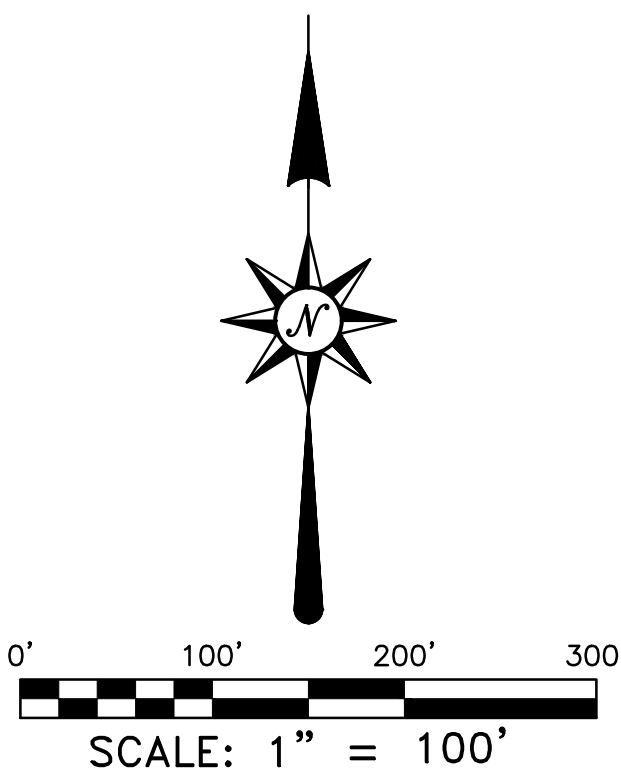
APPROVAL SET - 05/26/2023

SHEET
1
OF 3

FILE NO. 18003353 MINOR SUB
DATE 12/08/20
DRAWN BY TWK
CHECK BY VS
JOB NO. 18003353

FIRELIGHT PARK MINOR SUBDIVISION PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
70.10 ACRES - 4 LOTS - 6 TRACTS
CASE NO. NRMP-21-011



LEGEND	
	PLAT BOUNDARY LINE
	ADJACENT LOT LINE
	EXISTING LOT LINE TO BE VACATED
	PROPOSED LOT LINE
	SECTION LINE
	RIGHT-OF-WAY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION CORNER, AS NOTED
	FOUND MONUMENT, AS NOTED
	SET 24" #5 REBAR WITH ORANGE PLASTIC CAP "ATWELL PLS 38705"
	EXISTING PRODUCING OIL/GAS WELL
	EXISTING DRY & ABANDONED OIL/GAS WELL

LAND SUMMARY CHART		
TYPE	AREA	% OF TOTAL AREA
LOTS	5.08 AC.	7.23
TRACTS	64.58 AC.	92.14
R.O.W.	0.44	0.63
TOTAL	70.10	100.00

TRACT SUMMARY CHART				
TRACT	AREA	USE	OWNERSHIP	MAINTENANCE
A	0.65 AC.	OPEN SPACE/UTILITIES/ DETENTION	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
B	4.38 AC.	OPEN SPACE/ACCESS/ UTILITIES/DETENTION	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
C	1.27 AC.	ACCESS/UTILITIES	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
D	45.65 AC.	FUTURE RESIDENTIAL DEVELOPMENT	OWNER	OWNER
E	0.79 AC.	OPEN SPACE/ LANDSCAPE BUFFER	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
F	11.85 AC.	ACCESS/UTILITIES	OWNER	OWNER

WELL CHART		
WELL #	API #	STATUS
9	123-41524	PRODUCING
10	123-41517	PRODUCING
11	123-41520	PRODUCING
12	123-41525	PRODUCING
13	123-41518	PRODUCING
14	123-41519	PRODUCING
15	123-41521	PRODUCING
16	123-41523	PRODUCING
17	123-41522	PRODUCING
18	123-41666	PRODUCING
19	123-41667	DRY & ABANDONED

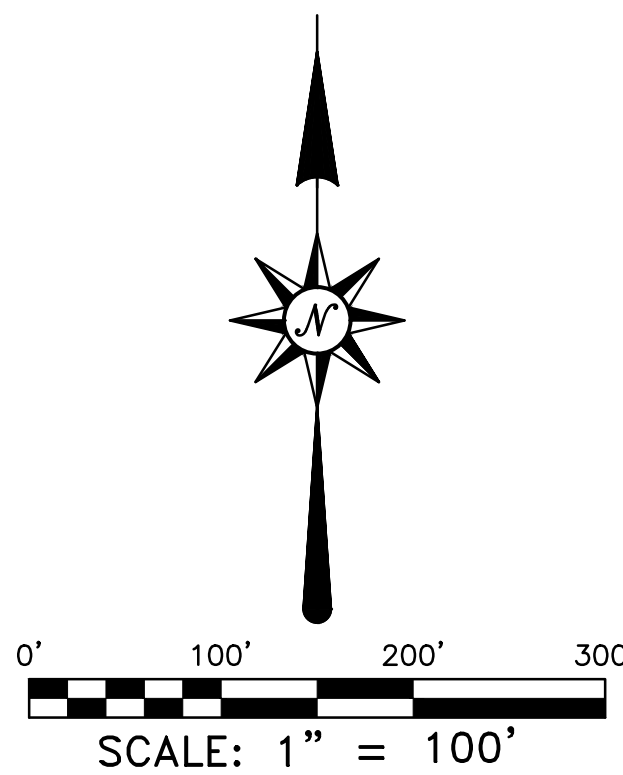


REVISIONS	
APPROVAL SET -	05/26/2023

SHEET	2
OF	3
FILE NO.	18003353
DATE	12/08/20
DRAWN BY	TWK
CHECK BY	VS
JOB NO.	18003353

FIRELIGHT PARK MINOR SUBDIVISION PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
70.10 ACRES - 4 LOTS - 6 TRACTS
CASE NO. NRMP-21-011

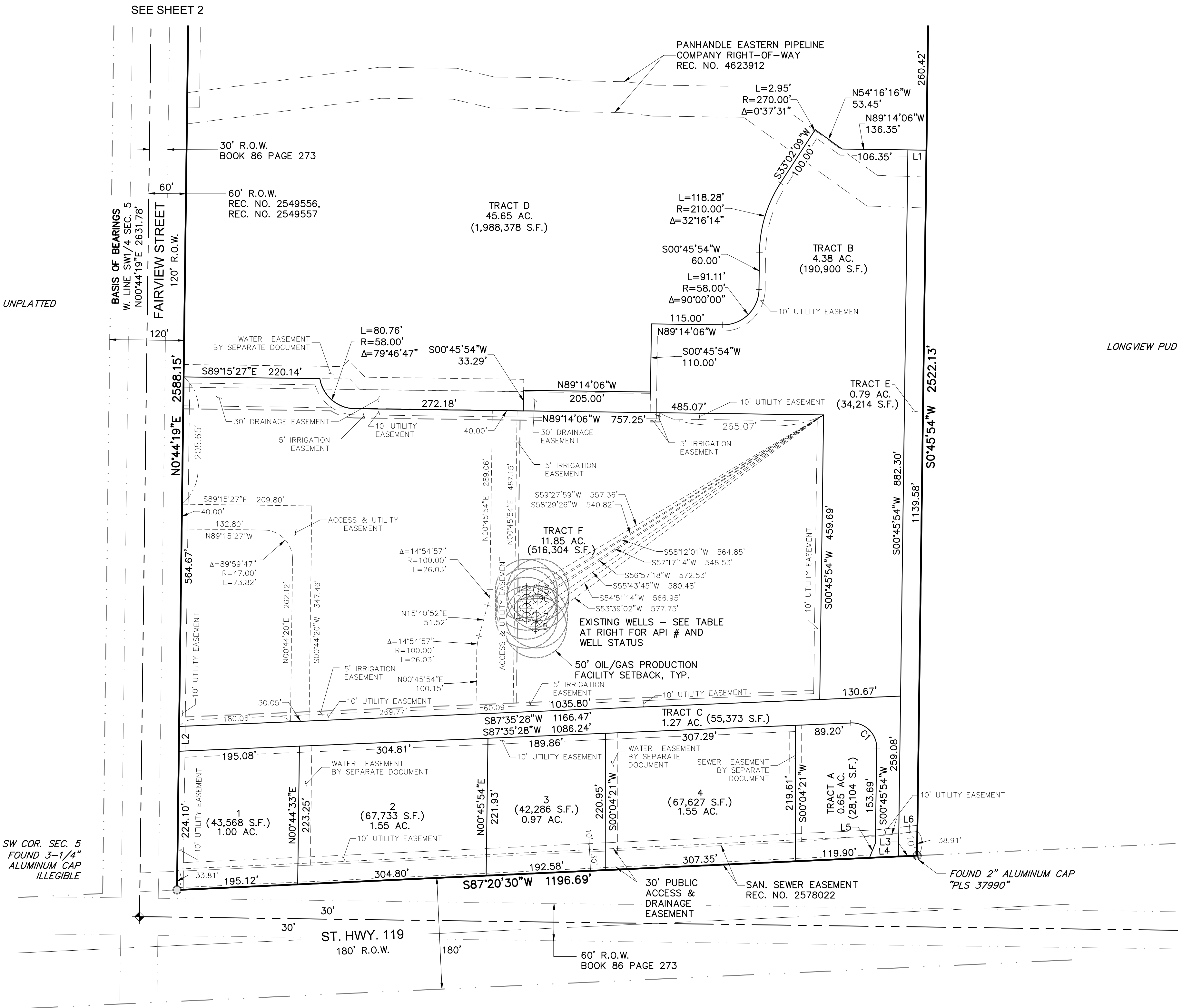


LEGEND	
	PLAT BOUNDARY LINE
	ADJACENT LOT LINE
	EXISTING LOT LINE TO BE VACATED
	PROPOSED LOT LINE
	SECTION LINE
	RIGHT-OF-WAY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION CORNER, AS NOTED
	FOUND MONUMENT, AS NOTED
	SET 24" #5 REBAR WITH ORANGE PLASTIC CAP "ATWELL PLS 38705"
	EXISTING PLUGGED & ABANDONED OIL/GAS WELL

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°14'06"W	30.00'
L2	N0°44'19"E	40.06'
L3	S87°20'30"W	30.05'
L4	S87°20'30"W	46.90'
L5	N22°09'51"E	25.53'
L6	N83°44'22"E	67.09'

CURVE DATA TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	93°42'54"	40.00'	65.43'

WELL CHART		
WELL #	API #	STATUS
1	123-26695	PLUGGED/ABANDONED
2	123-26696	PLUGGED/ABANDONED
3	123-10019	PLUGGED/ABANDONED
4	123-26697	PLUGGED/ABANDONED
5	123-34416	PLUGGED/ABANDONED
6	123-26698	PLUGGED/ABANDONED
7	123-34413	PLUGGED/ABANDONED
8	123-34414	PLUGGED/ABANDONED



**ATWELL**
866.850.4200 www.atwell-group.com
143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

REVISIONS	
APPROVAL SET - 05/26/2023	

SHEET
3
OF 3

FILE NO. 18003353 MINOR SUB
DATE 12/08/20
DRAWN BY TWK
CHECK BY VS
JOB NO. 18003353

RESOLUTION NO. 22-79

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A MINOR SUBDIVISION PLAT;
AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE
MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY
LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION PLAT;
AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT
PERTAINING TO THE FIRELIGHT PARK MINOR SUBDIVISION PLAT**

WHEREAS, Voyage Ventures LLC (“Applicant”), as owner of certain real property located within Firelight Park (the “Property”), has submitted a proposed minor plat for the Property, entitled “Firelight Park Minor Subdivision Plat” (the “Minor Plat”); and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the proposed Minor Plat on June 16, 2022, rendered a decision recommending approval of the Minor Plat with two (2) conditions as more fully set forth in PC-22-08, dated June 16, 2022; and

WHEREAS, on July 13, 2022, the Board of Trustee conducted a public hearing on the proposed Minor Plat; and

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

WHEREAS, the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town and its citizens to accept the Firelight Park Minor Subdivision Plat Subdivision Agreement and to accept financial guarantees for improvements to be constructed by the Applicant.

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

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

Section 2. The Board of Trustees hereby approves the Firelight Park Minor Subdivision Plat, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

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

(b) Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.

Section 3. The Firelight Park Minor Subdivision Plat Subdivision Development Agreement between the Town of Firestone and Voyage Ventures LLC is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**. The Mayor is authorized to execute the Subdivision Development Agreement on behalf of the Town.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the Firelight Park Minor Subdivision Plat are hereby accepted by the Town of Firestone, subject however, to the condition that the Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

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

Section 6. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Firelight Park Minor Subdivision Plat shall be null and void if the conditions set forth in Section 2 are not complied with within one hundred and twenty (120) days of the date of this Resolution.

PASSED AND ADOPTED this 13th day of July, 2022.



Drew Alan Peterson, Mayor

ATTEST:



Jessica Koenig, Town Clerk

APPROVED AS TO FORM:



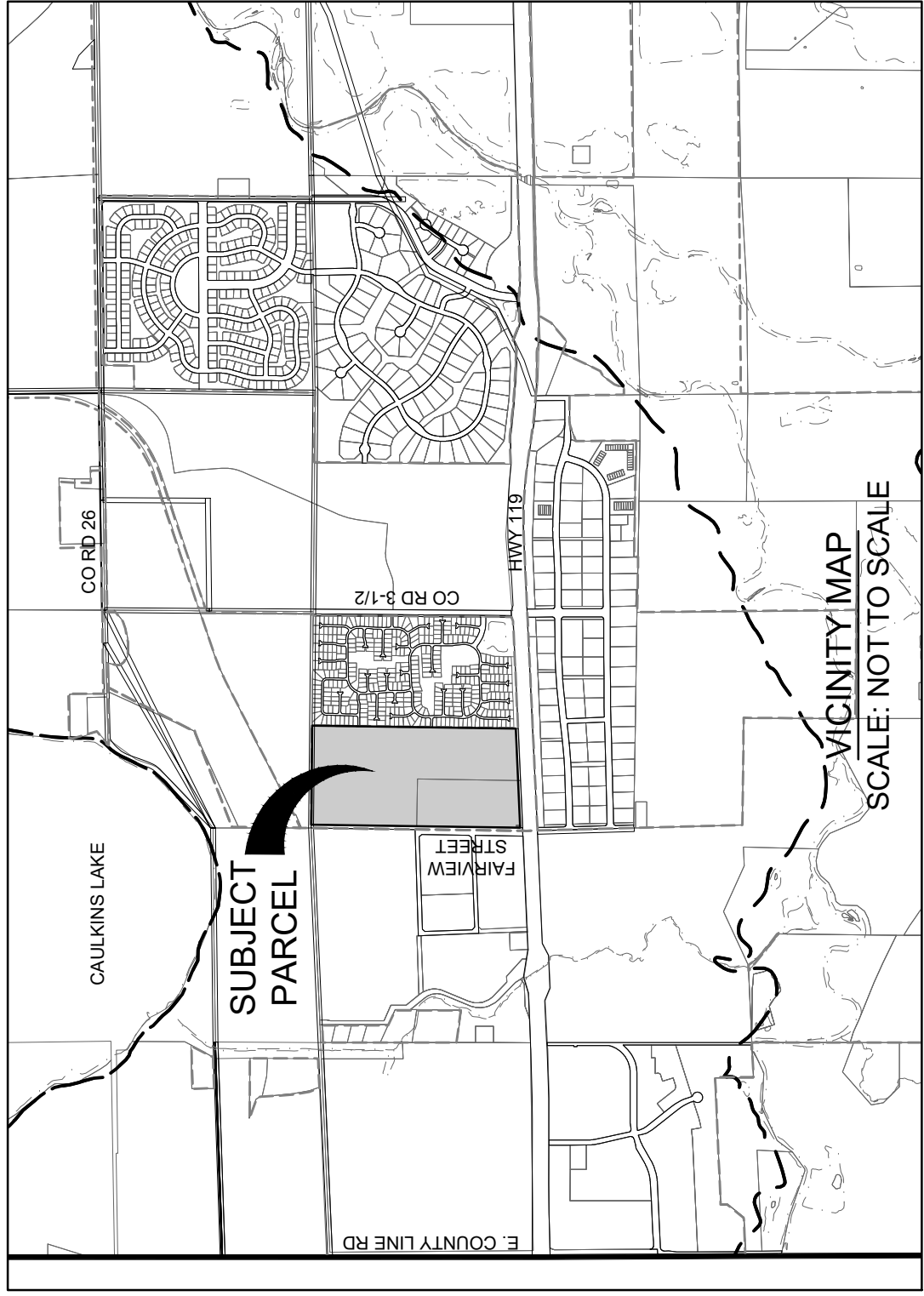
William P. Hayashi, Town Attorney



EXHIBIT A
Firelight Park Minor Subdivision Plat

FIRELIGHT PARK MINOR SUBDIVISION PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
70.10 ACRES - 4 LOTS - 6 TRACTS
CASE NO. NRMP-21-011



DEDICATION AND OWNERSHIP STATEMENT

KNOW BY ALL MEN THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, OR LIEN HOLDERS OF CERTAIN LANDS IN THE TOWN OF FIRESTONE, COUNTY OF WELD, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A REPLAT OF LOTS A AND B, RECORDED EXEMPTION NO. 1313-05-3-RE-2794,

RECORDED AT RECEPTION NO. 2768721,

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

LESS ROADS

ALSO DESCRIBED AS:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 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: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTH END BY A FOUND 2" ALUMINUM CAP STAMPED "1994 LS 25937" AND AT THE SOUTH END BY A FOUND 3-1/4" ALUMINUM CAP (ILLEGIBLE). SAID WEST LINE BEARS NORTH 00°44'33" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5;

THENCE SOUTH 89°29'45" EAST 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF FAIRVIEW STREET, AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE AND CONTINUING SOUTH 89°29'45" EAST 1195.75 FEET;

THENCE SOUTH 00°45'54" WEST 2522.08 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 119;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- SOUTH 87°16'21" WEST 677.75 FEET;
- SOUTH 87°16'24" WEST 268.13 FEET;
- SOUTH 87°35'28" WEST 311.06 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID WEST LINE NORTH 2591.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,053,725 SQUARE FEET, OR 70.10 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, TRACTS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF FIRELIGHT PARK MINOR SUBDIVISION PLAT. THE EASEMENTS SHOWN HEREON ARE DEDICATED TO THE TOWN AND THE PUBLIC, FOR PUBLIC USES AND PURPOSES AS SHOWN HEREON.

OWNER:

BY: _____ AS: _____

DATE _____ TITLE: _____ AS: _____

BY: _____ AS: _____

DATE _____ TITLE: _____ AS: _____

BY: _____ AS: _____

DATE _____ TITLE: _____ AS: _____

ATTEST: _____

STATE OF COLORADO } ss.

COUNTY OF WELD }

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY: _____ AS: _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER/SUBDIVIDER:

VOYAGE VENTURES, LLC

1425 ONYX CIRCLE

LONGMONT, COLORADO 80504

SURVEYOR:

ATWELL, LLC

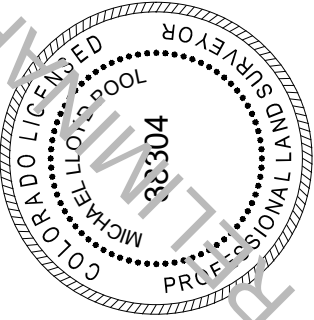
143 UNION BLVD. SUITE 700

LAKEWOOD, COLORADO 80228

SURVEYOR'S CERTIFICATE:

I, MICHAEL LLOYD POOL, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY OF THE LAND SHOWN HEREON, AND THAT THE SAME IS IN ACCORDANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF FIRESTONE DEVELOPMENT CODE.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____



MICHAEL LLOYD POOL, PLS

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 38304

FOR AND ON BEHALF OF ATWELL, LLC

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOUR 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 CERTIFICATE SHOWN HEREON.

TITLE VERIFICATION CERTIFICATE

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

LAND TITLE GUARANTEE COMPANY

BY: _____

NAME: _____

DATE: _____

TITLE: _____

ATTEST: _____

STATE OF COLORADO)

) ss.

COUNTY OF WELD)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY: _____ AS: _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER/SUBDIVIDER:

VOYAGE VENTURES, LLC

1425 ONYX CIRCLE

LONGMONT, COLORADO 80504

SURVEYOR:

ATWELL, LLC

143 UNION BLVD. SUITE 700

LAKEWOOD, COLORADO 80228

REVISIONS

REVISED 03/07/2021

REVISED 05/08/2021

REVISED 10/14/2021

REVISED 01/03/2022

REVISED 03/07/2022

SHEET

1

OF 3

FILE NO. 18003353

DATE 12/08/20

DRAWN BY TWC

CHECK BY MJP

JOB NO. 18003353



866.850.4200

www.atwell-group.com

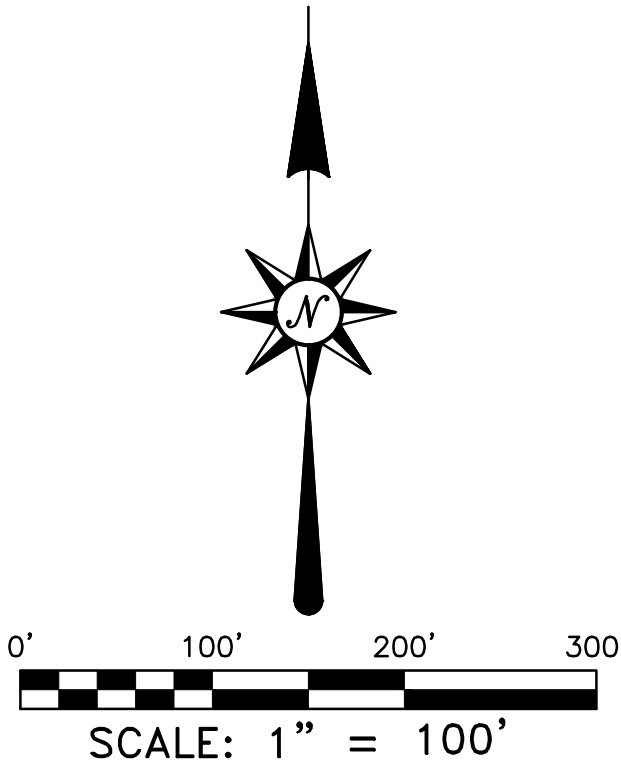
143 UNION BLVD. SUITE 700

LAKEWOOD, CO 80228

303.462.1100

FIRELIGHT PARK MINOR SUBDIVISION PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
70.10 ACRES - 4 LOTS - 6 TRACTS
CASE NO. NRMP-21-011

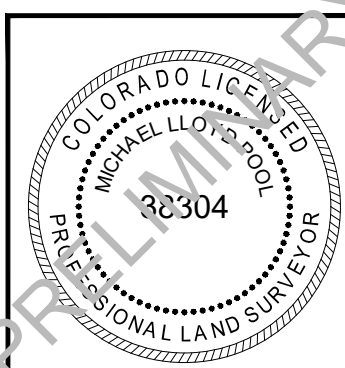


- LEGEND
- PLAT BOUNDARY LINE
 - ADJACENT LOT LINE
 - EXISTING LOT LINE TO BE VACATED
 - PROPOSED LOT LINE
 - SECTION LINE
 - RIGHT-OF-WAY LINE
 - EXISTING EASEMENT LINE
 - PROPOSED EASEMENT LINE
-
- SECTION CORNER, AS NOTED
 - FOUND MONUMENT, AS NOTED
 - SET 24" #5 REBAR WITH BLUE PLASTIC CAP "ATWELL PLS 38304"
 - EXISTING PRODUCING OIL/GAS WELL
 - EXISTING DRY & ABANDONED OIL/GAS WELL

LAND SUMMARY CHART		
TYPE	AREA	% OF TOTAL AREA
LOTS	5.07 AC.	7.23
TRACTS	64.59 AC.	92.14
R.O.W.	0.44	0.63
TOTAL	70.10	100.00

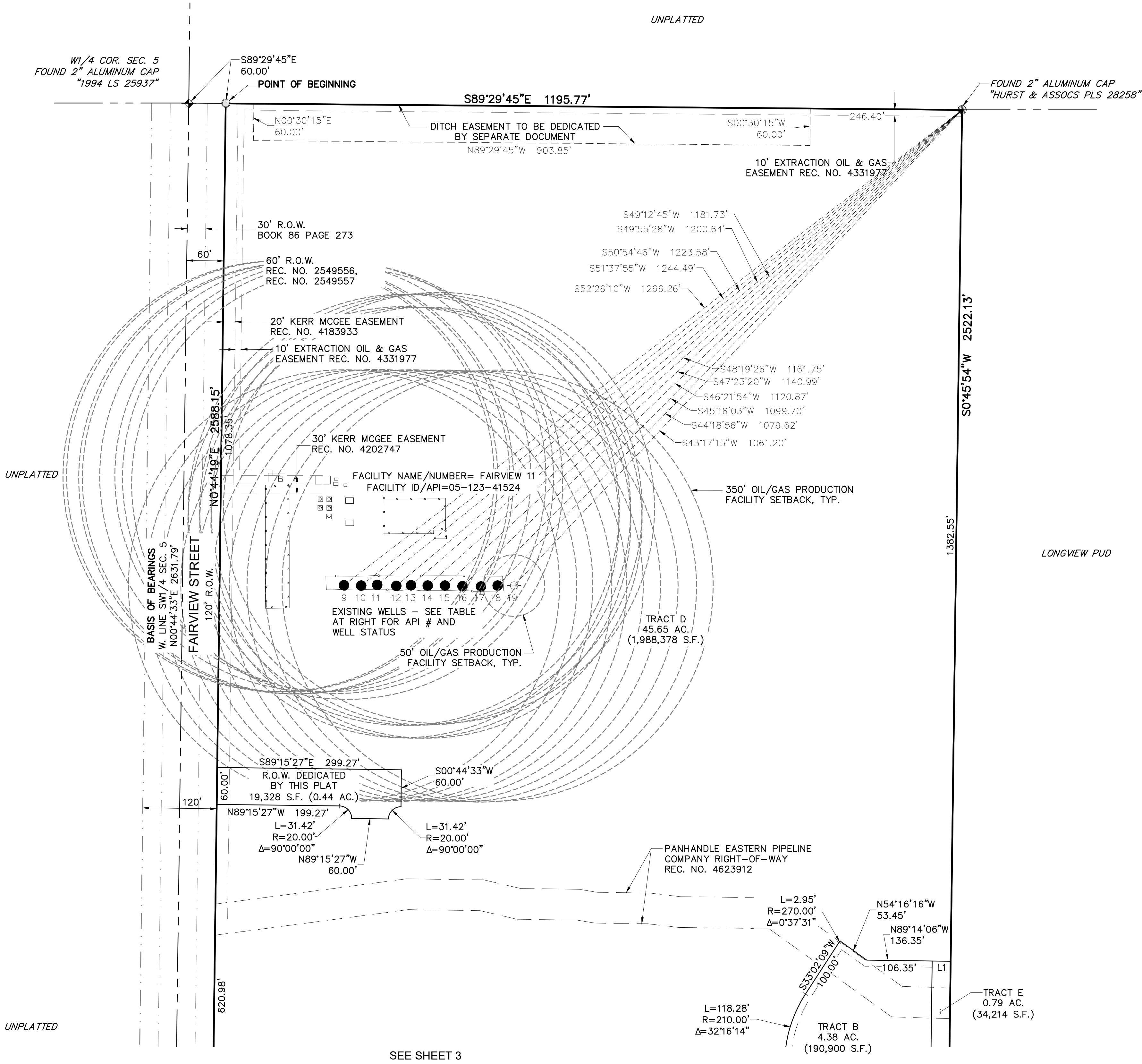
TRACT SUMMARY CHART				
TRACT	AREA	USE	OWNERSHIP	MAINTENANCE
A	0.55 AC.	OPEN SPACE/UTILITIES/ DETENTION	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
B	4.38	OPEN SPACE/ACCESS/ UTILITIES/DETENTION	OWNER	OWNER
C	1.26 AC.	ACCESS/UTILITIES	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
D	45.65 AC.	FUTURE RESIDENTIAL DEVELOPMENT	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
E	0.79 AC.	OPEN SPACE/ LANDSCAPE BUFFER	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT
F	11.85 AC.	ACCESS/UTILITIES	FIRELIGHT COMMERCIAL METRO DISTRICT	FIRELIGHT COMMERCIAL METRO DISTRICT

WELL CHART		
WELL #	API #	STATUS
9	123-41524	PRODUCING
10	123-41517	PRODUCING
11	123-41520	PRODUCING
12	123-41525	PRODUCING
13	123-41518	PRODUCING
14	123-41519	PRODUCING
15	123-41521	PRODUCING
16	123-41523	PRODUCING
17	123-41522	PRODUCING
18	123-41666	PRODUCING
19	123-41667	DRY & ABANDONED



**ATWELL**
866.850.4200 www.atwell-group.com
143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

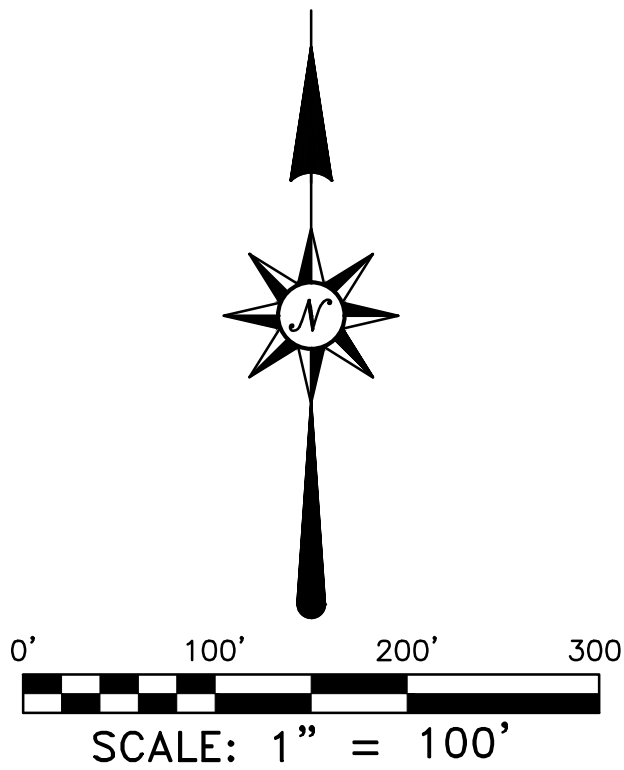
REVISIONS		SHEET 2 OF 3
REVISOR	DATE	
REVISOR	DATE	FILE NO. 18003353 MINOR SUB DATE 12/08/20 DRAWN BY TWK CHECK BY MLP JOB NO. 18003353
REVISOR	DATE	
REVISOR	DATE	
REVISOR	DATE	
REVISOR	DATE	



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FIRELIGHT PARK MINOR SUBDIVISION PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
70.10 ACRES - 4 LOTS - 6 TRACTS
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LEGEND

	PLAT BOUNDARY LINE
	ADJACENT LOT LINE
	EXISTING LOT LINE TO BE VACATED
	PROPOSED LOT LINE
	SECTION LINE
	RIGHT-OF-WAY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION CORNER, AS NOTED
	FOUND MONUMENT, AS NOTED
	SET 24" #5 REBAR WITH BLUE PLASTIC CAP "ATWELL PLS 38304"
	EXISTING PLUGGED & ABANDONED OIL/GAS WELL

LINE DATA TABLE

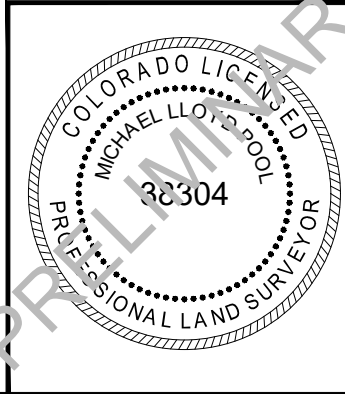
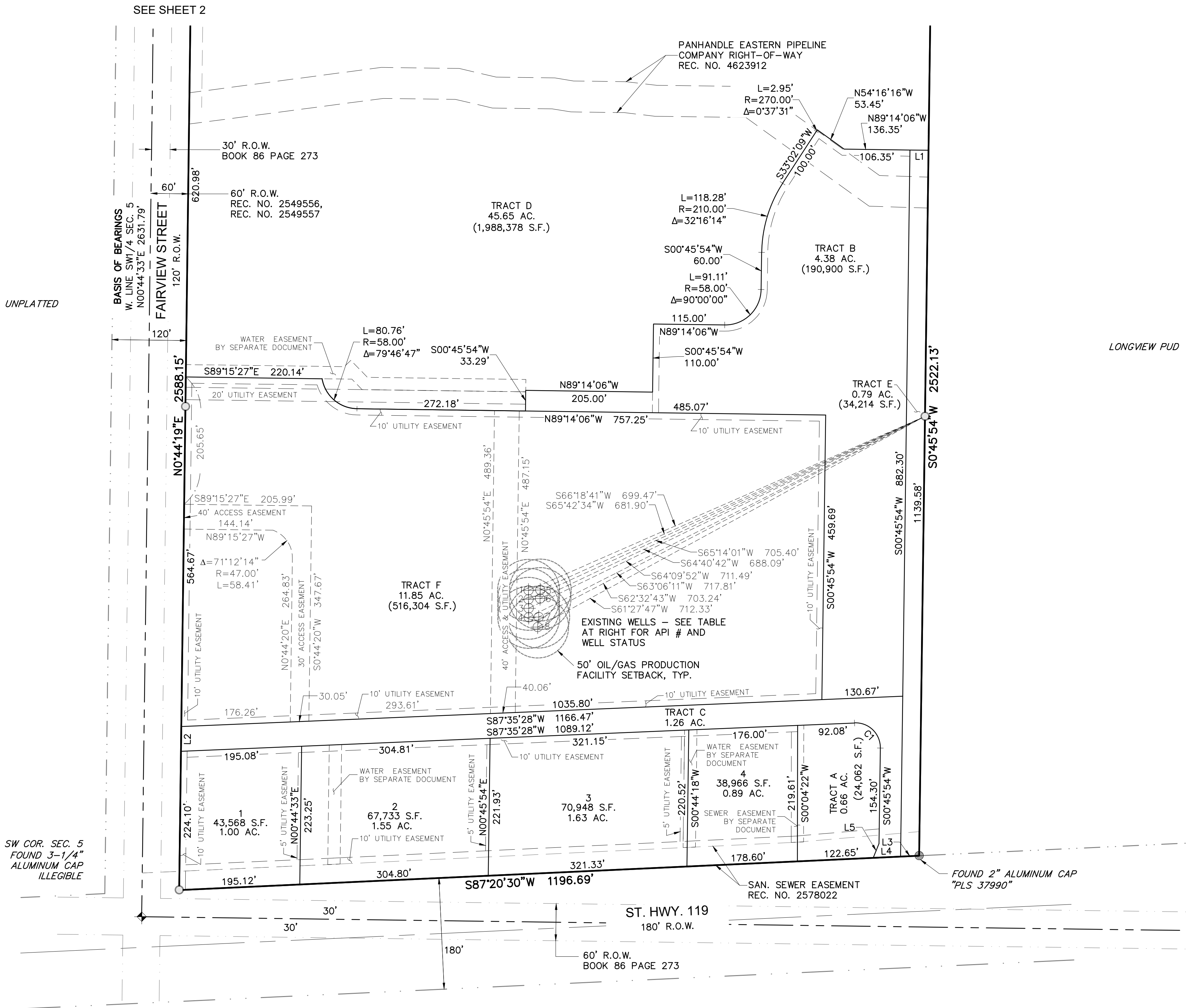
LINE #	DIRECTION	LENGTH
L1	N89°14'06"W	30.00'
L2	N0°44'19"E	40.06'
L3	S87°20'30"W	30.05'
L4	S87°20'30"W	44.14'
L5	N22°09'51"E	24.85'

CURVE DATA TABLE

CURVE #	DELTA	RADIUS	LENGTH
C1	93°10'27"	40.00'	65.05'

WELL CHART

WELL #	API #	STATUS
1	123-26695	PLUGGED/ABANDONED
2	123-26696	PLUGGED/ABANDONED
3	123-10019	PLUGGED/ABANDONED
4	123-26697	PLUGGED/ABANDONED
5	123-34416	PLUGGED/ABANDONED
6	123-26698	PLUGGED/ABANDONED
7	123-34413	PLUGGED/ABANDONED
8	123-34414	PLUGGED/ABANDONED



ATWELL
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143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

REVISIONS		SHEET 3 OF 3
REVISED	04/30/2021	
REVISED	05/08/2021	
REVISED	10/14/2021	
REVISED	01/03/2022	
REVISED	03/01/2022	
FILE NO. 18003353 MINOR SUB		
DATE 12/08/20		
DRAWN BY TWK		
CHECK BY MLP		
JOB NO. 18003353		

EXHIBIT B
Firelight Park Minor Subdivision Plat
Subdivision Development Agreement

**{FINAL PLAT NAME}
SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 20____, by and between the **TOWN OF FIRESTONE, a Colorado municipal corporation**, PO Box 750, Firestone, Colorado, 80516, hereinafter referred to as “Firestone” or “Town,” and **{OWNER NAME}, a {State} corporation**, {Address, City, State, Zip Code}, hereinafter referred to as “Owner;” and

WHEREAS, Owner has submitted a Final Plat for {Final Plat Name} (“Development”) attached hereto as “Exhibit A” and incorporated herein by reference. Said Final Plat has been approved by Firestone; and

WHEREAS, The Town has reviewed its Water Supply Plan, which addresses the Town's existing water obligations and its present and future water supplies. The Town has also reviewed its Conservation Plan and its Municipal Code regarding water dedications, and has determined, at its sole discretion, that it will be able to provide an adequate water supply to serve the Properties water needs at full build out pursuant to Section 29-20-301 C.R.S. et seq. As a term and condition of providing said water, the Developer hereby agrees to comply with the Town's Municipal Code regarding water dedications and cash in lieu of water dedications; and

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

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

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

I. TOWN ADMINISTRATIVE OFFICIAL

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

II. DEVELOPMENT OBLIGATION AND COORDINATION

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

III. PUBLIC USE DEDICATION

Owner shall convey to Firestone certain lands as described as open space and park in “Exhibit A” attached hereto and incorporated herein by reference. Conveyance of these lands shall be by plat

dedication in form and substance acceptable to Firestone. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Firestone. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

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

A. Construction Standards

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

B. Engineering and Consulting Services

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

C. Plan Submission and Acceptance

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

construction. All acceptances required hereunder from Firestone shall be made by the Town Administrative Official.

D. Public Improvement Permits (“PIP”)

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

E. Licensing of Contractors and/or Subcontractors

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

F. Testing and Inspection

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

All work shown on the accepted plans requires inspection by the Engineering Division. Except Town of Firestone holidays, inspection services are provided Monday through Friday, from 8:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Town Engineer for acceptance. Owner shall reimburse the Town for all direct costs of the after-hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

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

G. Rights-of-way, Easements and Permits

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

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

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

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

H. Street Improvements

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

I. Sidewalk Improvements

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

J. Street Signs, Traffic Signs, and Striping

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

K. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Firestone. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, United Power to install all required street lighting pursuant to

United Power plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are located. The type of street lights shall be accepted by Firestone. Street lights shall be operational before the streets are open to the public. Owner shall be responsible for payment of all utility billing for street lights prior to Final Acceptance.

L. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications accepted by Firestone.

M. Wastewater Improvements

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

N. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Firestone. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Firestone approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.
2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.
3. Owner shall be responsible for obtaining a CDPHE “General Permit for Stormwater Discharges Associated with Construction Activity” required during construction. A copy of this permit shall be submitted to Firestone.
4. Owner agrees that all construction shall be in conformance with any and all National Pollutant Discharge Elimination Systems (NPDES) standards including compliance with and applicable NPDES and CDPHE permits issued to the Owner, applicable to the Development. The Owner further agrees that in the event there is any violation of such standards or permits issued, if the Town, as a result of the Owner’s actions, is subject to or is given a monetary fine, penalty or any type of obligation is imposed; such circumstance will constitute a default under the terms of this Agreement. Failure of the Owner to cure the default by reimbursement to the Town, upon notice to cure as required by Section X.C herein, shall result in a default of this Agreement.
5. Owner shall be responsible for obtaining a Town of Firestone “Stormwater Quality Permit” per Firestone’s current Standards and Specifications.
6. All drainage improvements not located on Town owned property shall be

maintained by the Owner, {HOA Name} (“HOA”), {Metro District Name}, maintenance district, or final property owner (the “Obligated Entity”). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet and outlet structures.

7. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Firestone with the Obligated Entity’s written acceptance of the maintenance responsibility for the drainage improvements prior to Final Acceptance.

O. Landscape Improvements

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

P. Utility Coordination and Installation

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

Q. Underdrains

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Obligated Entity.

The Owner shall install a curb underdrain system pursuant to the Standards and Specifications and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

R. Maintenance Definition

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services, individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development review/approval process and be provided to the Obligated Entity responsible for maintenance activities.

V. IMPROVEMENT ACCEPTANCE

A. Initial Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Firestone. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Firestone may conduct the inspection without the approval of Owner. Owner shall provide Firestone with complete “as-built” drawings in a form as defined in Firestone’s current Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Firestone may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative Official shall grant “Initial Acceptance,” which shall be subject to “Final Acceptance” as set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Initial Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Initial Acceptance can be granted, and Firestone shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required

within thirty (30) days of said notice, Firestone may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Firestone reserves the right to schedule re-inspections. No “Certificate of Occupancy” will be issued by Firestone prior to Initial Acceptance without written approval from the Town Administrative Official.

Additionally, for Common Facilities, the Owner shall include the Obligated Entity in the final inspection procedures and provide Firestone with written acceptance of the Common Facilities for maintenance from this final Obligated Entity.

B. Maintenance of Improvements

1. Warranty

Owner shall provide Firestone with a warranty starting from the date of Initial Acceptance until the date of Final Acceptance. This warranty period shall be for a minimum of two (2) years or until eighty percent (80%) of the building permits have been issued for the phase, whichever occurs later, on all Public Improvements and shall provide a two (2) year Warranty to the Obligated Entity for the Common Facilities.

2. Maintenance of Improvements

For the entire Warranty period, Owner shall, at its own expense, take all actions necessary to maintain said Public Improvements and make all needed repairs or replacements which, in the reasonable opinion of Firestone, shall become necessary, except that Firestone shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Firestone requesting such repairs or replacements, Owner has not completed such repairs, Firestone may exercise its rights to secure performance as provided in Section X.C of this Agreement. In the event that said repair is solely determined by the Town to be an emergency, the Town may immediately complete said repairs and invoice the Owner the Town's actual costs. The owner shall reimburse the Town within sixty (60) days after receipt of written notification or repair and supporting documentation from the Town Administrative Official. No acceptances shall be issued until Owner has made full payment for said repairs.

C. Final Acceptance

At least thirty (30) days before the Warranty period elapses from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance, as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Firestone's satisfaction within thirty (30) days after

receipt of said notice, weather permitting, Firestone may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Firestone may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of Initial Acceptance or any Public Improvements are found not to conform to this Agreement, and Firestone's current Standards and Specifications, then the Owner shall be in default of the Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Firestone

In the event it becomes necessary for Firestone to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Firestone may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Firestone within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Firestone, then Owner shall be in default of this Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as "Exhibit B" attached hereto and incorporated herein by reference. Said exhibit generally identifies those Public Improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from "Exhibit B" does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on "Exhibit B."

B. Improvement Guarantee

Owner shall submit to the Town Administrative Official an Improvement Guarantee for all Public Improvements for the Final Plat prior to recordation of this agreement. Said guarantee may be in cash or a letter of credit in form and substance.

1. Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.
2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:

- a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B."
 - b) Upon Initial Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on "Exhibit B." The guarantees may be reduced on a phased basis as shown on "Exhibit D."
 - c) Upon Initial Acceptance of Common Facilities: 0%.
 - d) After Final Acceptance of Public Improvements: 0%. The guarantees may be released on a phased basis as shown on "Exhibit D."
3. In addition to any other remedies it may have, Firestone may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter of credit is set to expire, c) Firestone receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Firestone, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default of this Agreement and Firestone may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common

Facilities and construction is reasonably determined by Firestone to be greater than the amount of the security guarantee provided by the Owner to the Town, then Firestone shall furnish written notice to Owner of the condition, and within thirty (30) days of receipt of such notice Owner shall provide Firestone with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If Owner fails to provide Firestone with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance, then Owner is in default of this Agreement, without further notice, and is subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Firestone draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities.

5. **Building Permit Restrictions**

Owner agrees that the execution of this Agreement, the Town's approval of construction plans, or the Town's issuance of any type of permit for construction of the Public Improvements does not in any way, constitute an approval of building permit allocations or building permits.

- a) Owner expressly understands and acknowledges that the expenditure of funds for the construction and installation of any Public Improvements prior to approval of building permit allocations or building permits is exclusively at the Owner's risk. The Town reserves the right, in exercise of its police power, to choose not to grant building permits, or otherwise restrict or condition the granting of building permits for the Development based on current or future resolutions or ordinances of the Town. Unless specifically restricted or conditioned by current or future resolutions or ordinances of the Town, building permits may be granted once all Public Improvements for the development or within each Phase of the development are operational as solely determined by the Town.
- b) Upon written request of the Owner, at the sole discretion of the Town, the Owner may begin construction of the Public Improvements without furnishing an Improvement Guarantee, as provided in this Agreement, upon the following conditions:

- i. The Owner has not transferred title to any portion of the

- Development.
- ii. The Owner shall be required to obtain Initial Acceptance of all Public Improvements for the development or within each Phase of the development prior to the issuance of a building permit.
 - iii. After the Owner begins construction of the Public Improvements, if the Public Improvements remain unfinished for a period of one (1) year from the date this Agreement becomes effective, the Town shall require an Improvement Guarantee in accordance with this Agreement in lieu of the building permit restriction required by this Subsection. The Owner will have fifteen (15) days to provide the Town such an Improvement Guarantee, or the Town may issue a stop work order to remain in effect until the Improvement Guarantee is provided to the Town. The Town Administrative Official, at their sole discretion, may grant a single extension of up to one (1) additional year.
 - iv. The Owner shall not transfer title to any portion of the Development prior to Initial Acceptance being granted by the Town or upon providing the Town an Improvement Guarantee in accordance with this Agreement.
- c) Upon the Town's Initial Acceptance of the Public Improvements, which shall include receipt of the Improvement Guarantee as outlined in Section VI.B, this building permit restriction shall be removed.

VII. OVERSIZING AND REIMBURSEMENT

Firestone may require Owner to build utility lines and other infrastructure large enough to serve property other than Owner's (oversizing). Firestone may also require Owner to construct or participate in the construction of certain off-site Public Improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Firestone.

A. Reimbursement due to Owner for Qualifying Public Improvements Constructed by Owner

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plans for properties that use these utilities or Public Improvements, Firestone will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Firestone to pay or reimburse any costs to Owner in the event such costs are not recovered by Firestone as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so

long as Firestone has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Firestone or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Firestone determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a nuisance, Owner agrees to abate said nuisance in accordance with Town Ordinances but no later than twenty-four (24) hours after notification of said nuisance. If Owner does not abate said nuisance, Firestone may abate the nuisance and/or correct any drainage or injury without notice to Owner, at Owner's expense. Owner also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by Firestone. If Owner does not abate, or if an emergency exists as solely determined by the Town, Firestone may abate at Owner's expense. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. With the prior written approval of the Town Administrative Official, the operation of such equipment outside an enclosed structure may be permitted on weekend days and legal holidays between the hours of 8:00 a.m. and 4:00 p.m. The Town Administrative Official may alter the hours of operation for good cause. All construction activities shall operate in accordance with all Town codes, ordinances, and policies in regards to sound and noise. Failure to comply with this provision may result in the Owner to subjected to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

IX. SPECIAL PROVISIONS

A. Transportation

{Describe major on/off site transportation improvements}

B. Phasing Map ("Exhibit D")

The Development shall be constructed as outlined in “Exhibit D”. All Public Improvements within each phase shall be installed and operational as solely determined by the Town prior to the Town issuing building permits. Each Phase shall have two points of access, a looped water system, and shall have the appropriate sanitary sewer substantially completed and operational, as determined by the Town, prior to the issuance of any building permit for that Phase. No building permits may be issued within any subsequent phase until Public Improvements in the previous phase are installed and operational as solely determined by the Town.

C. Dedication of Open Space

Owner shall pay a fee in lieu of open space land dedication for {#} acres of open space. The fee in lieu payment is outlined in “Exhibit C.”

D. Installation of Parks, Landscaping and Trails

Owner shall design and construct {Park, Landscape, Trail Improvements} on Tracts { } as shown on the accepted construction plans. Owner shall purchase a water tap and pay necessary raw water dedication fees for Tracts { }.

E. Maintenance of Parks, Trails, Open Space and Landscaping

Tracts { } shall be maintained by the Obligated Entity.

F. Maintenance of Vacant Lots

Owner shall be responsible for maintenance, including weed control, on all lots until such time the lots are sold to a homeowner.

G. Fencing and Screening

Fencing within the Development shall be installed in accordance with Title 16 of the Code.

H. Utilities

Owner shall provide the Town with all necessary permanent and temporary drainage and utility easements prior to construction.

I. Water

{Describe major on/off site water improvements}

J. Disclosure Statements

1. The Metropolitan District Disclosure statement indicating the existence of a Title 32 Metropolitan District (“Exhibit F”) shall be signed by the property owner purchasing a new home from a homebuilder with execution of the sales contract for the property.
2. The Oil and Gas Well Disclosure is evidenced by the recordation of the existing Surface Use Agreements and various Letter Agreements with the Oil and Gas companies. A statement indicating the existence of such

documents (“Exhibit G”) shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Ground Water Dedication

As provided by Firestone ordinances, all tributary and not non-tributary ground water rights not already transferred to Firestone shall be dedicated to Firestone at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to Firestone prior to signatures being affixed to this agreement.

B. Default

If Owner fails to fulfill the terms and conditions of this Agreement, Firestone, in its sole discretion, may declare Owner in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Firestone in law and equity. Firestone may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Firestone, including, but not limited to, reasonable administrative costs and reasonable attorney’s fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Firestone may deduct these costs from the Improvement Guarantee. Firestone shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Firestone, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Firestone in law and equity and as provided for herein.

C. Insurance and Safety

Owner shall, through contract requirements and other normal means, guarantee and furnish to Firestone proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman’s Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

D. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Firestone, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit,

action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Firestone and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Firestone or conformance with requirements imposed by Firestone, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to Final Acceptance by Firestone of the construction work. Owner acknowledges that Firestone's review and acceptance of plans for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

E. Recording Agreement

Firestone shall record this Agreement at Owner's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and Firestone shall retain the recorded Agreement.

F. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner shall not be released from its obligations hereunder until written notice to the Town Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Firestone and consent to such assignment by Firestone as required by Paragraph X.H has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

G. Assignment, Delegation and Notice

Owner shall provide to the Town Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Firestone's consent, provided that the purchaser deposits with Firestone all guaranties, security and sureties required under this Agreement. Until the Town Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Firestone may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Firestone's bargain under this Agreement may be materially and adversely impaired by such assignment.

H. Modification and Waiver

No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

I. Addresses for Notice

Any notice or communication required or permitted thereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Firestone:	Owner:
Town of Firestone	{Owner Name}
Town Manager	{Owner's Contact Name & Title}
P.O. Box 100	{Owner's Address}
Firestone, CO 80520	{Owner's City, State Zip Code}
William P. Hayashi	{Owner's Attorney Name}
Williamson and Hayashi, LLC	{Owner's Attorney's Firm}
1650 38 th Street, Suite 103	{Firm's Address}
Boulder, CO 80301	{Firm's City, State Zip Code}

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

J. Force Majeure

Whenever Owner is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Firestone shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Owner.

K. Approvals

Whenever approval or acceptance of a matter is required or requested of Firestone pursuant to any provisions of the Agreement, Firestone shall act reasonably in responding to such matter.

L. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

M. Title and Authority

Owner warrants to Firestone that it is the record owner for the property within the Development. The undersigned further warrant having full power and authority to enter into this Agreement.

N. Severability

If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

O. Legal Fees; Venue

In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

P. Agreement Status After Final Acceptance

Upon Final Acceptance by Firestone of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement, with the exception of any maintenance and reimbursement obligations, shall terminate and no longer be in effect.

Q. Enforceability

This Agreement is made only between the Owner and Firestone, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN OF FIRESTONE, COLORADO

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

OWNER:
{Owner Name}

By: _____
 {Name}

Title: {Title}

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
202__, by {Name}, as {Title} of {Owner Name}.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBITS LIST

EXHIBIT A – {FINAL PLAT NAME} FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – LANDSCAPE MAINTENANCE MAP

EXHIBIT F – METROPOLITAN DISTRICT DISCLOSURE

EXHIBIT G – OIL & GAS DISCLOSURE

EXHIBIT A

{Final Plat Name} Final Plat

DRAFT

EXHIBIT B

Public Improvement Schedule

DRAFT

EXHIBIT C

Public Improvement Reimbursement and Fee In Lieu Schedule

Reimbursements due Owner:

- 1.

Reimbursements due Firestone:

- 1.

Reimbursements due Others:

- 1.

Fee In Lieu due Firestone:

- 1.

EXHIBIT D

Phasing Plan

DRAFT

EXHIBIT E

Landscape Maintenance Map

DRAFT

EXHIBIT F

Metropolitan District Disclosure

The undersigned, being the purchasers identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, _____ (name of subdivision), Town of Firestone, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller’s agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the Lot being purchased is within the boundaries of the _____ Metropolitan District, a special taxing district (the “District”). The District has issued or expects to issue general obligation bonds that are paid by revenues produced from annual ad valorem property tax levies imposed on all of the taxable real and personal property within the District. The Purchaser has been advised and hereby acknowledges that it has been advised that financing plans of the District are available and detail the proposed or existing ad valorem property tax mill levies of the District servicing such indebtedness, and the potential for an increase in such mill levies.

Purchaser acknowledges that the additional ad valorem property tax mill levies imposed by the District are in addition to other ad valorem taxes imposed by other taxing entities against said Lot.

The following examples compare the tax impacts between a property within the boundaries of a District levying an annual ad valorem property tax mill levy of 50 mills, and a property not within the boundaries of a District. This example is based on a single-family residence on a property with an Actual Value (as determined by the County Assessor) of \$300,000.

PROPERTY WITHIN DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	25	597.00
SCHOOL DISTRICT	48	1146.24
TOWN	18	429.84
FIRE	12	286.56
LIBRARY	4	95.52
METROPOLITAN DISTRICT	50	1321.76
TOTAL	157	3876.92

PROPERTY WITHOUT DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	25	597.00
SCHOOL DISTRICT	48	1146.24
TOWN	18	429.84
FIRE	12	286.56
LIBRARY	4	95.52
TOTAL	107	2555.16

IN WITNESS WHEREOF, the undersigned has/have executed this Metropolitan District Disclosure this ____ day of _____, 20__.

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT G

OIL AND GAS DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, {Final Plat Name}, Town of Firestone, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller’s agreement to sell the undersigned the Lot and the home to be constructed thereon:

The undersigned hereby acknowledges the current existence of oil and gas wells and related well facilities (and the possibility of additional future wells and facilities) located within the real property encompassed by the {Final Plat Name} subdivision plat(s) (“Plat”). The locations of the current and possible future oil and gas wells and related well facilities are identified on the {Final Plat Name} Final Plat, as amended from time to time. In addition to the foregoing, other oil and gas interests affecting the property may exist which may or may not be recorded in the real property records. The oil and gas leases and other interests generally permit certain surface activity on the premises which activity may include drill sites, gathering pipelines, production sites and facilities, and access roads, all as further described in the oil and gas leases and other documents affecting the premises.

The undersigned acknowledge that neither they nor Seller will own any interest in the oil and gas or mineral estate underlying the property comprising {Final Plat Name}. There may be ongoing oil and gas operation and production of oil and gas within {Final Plat Name}, including in the vicinity of the Lots, as well as the existence of pipeline easements and access routes across portions of {Final Plat Name}. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within {Final Plat Name}, including in the vicinity of the Lots, which oil and gas production will affect portions of the surface of the real property comprising {Final Plat Name}. Heavy drilling equipment will be used in connection with the operation and drilling of oil and gas wells within {Final Plat Name} and in conjunction with any production obtained from successor wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within {Final Plat Name} will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the land and certain oil and gas owners and/or operators. These surface use agreements contain waivers, including a waiver of surface damage payments, a waiver of setback and waivers of other requirements contained in the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, as well as a waiver of the right by an owner of any portion of the surface of the real property within {Final Plat Name} to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within {Final Plat Name}.

The undersigned acknowledges and recognizes the existence of such oil and gas leases and other interests, and the surface activity associated with such oil and gas leases, and the undersigned,

to the extent it owns or becomes the owner of real property in {Final Plat Name}, assume the risk of owning property near or adjacent to an oil and gas well operation. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the drilling, operation and maintenance of an oil and gas well; noise associated with an oil and gas well operation; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site.

IN WITNESS WHEREOF, the undersigned has/have executed this Oil and Gas Well disclosure the ____ day of _____, 20____.

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.I

Consent Agenda

Meeting Date: January 10, 2024

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

RESOLUTION 24-11: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND NEW IPT INC

RECOMMENDATION

Staff recommends approval of resolution 24-11, approving Amendment 1 to the Agreement with New IPT, Inc., increasing the contract amount by \$15,000.00.

SUMMARY

This resolution will increase the contract amount with New IPT, Inc. (IPT) by \$15,000.00. IPT is the well design firm hired to design the Brine Injection Well related to the water treatment plant.

In 2023, Firestone also entered into a contract with IPT to assist the Town with the operation of the well and to assist with compliance of the EPA permit, which is in the Town's name. Because of the function of the well, a test that the EPA permit requires was needed much earlier than initially anticipated and was not part of IPT's scope of work for 2023. They did perform the work for the Town, but the additional effort will result in them exceeding their 2023 not-to-exceed contract amount.

FINANCIAL CONSIDERATIONS

The contract amount is increased by \$15,000.00 to a new contract amount of \$94,786.75 and is paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

On May 10, 2023, the Board of Trustees approved Resolution 23-53 approving a service agreement with New IPT, Inc.

ATTACHMENTS

1. Resolution 24-11 NEW IPT Inc First Amendment
2. First Amendment to 2023 PSA - Firestone

RESOLUTION NO. 24-11

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING THE FIRST AMENDMENT TO
THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN
OF FIRESTONE AND NEW IPT INC**

WHEREAS, upon the Town of Firestone's Board of Trustee's adoption of Resolution 23-53 the Town of Firestone ("Town") entered into a Professional Services Agreement ("Agreement") with New IPT INC for it to perform services related to the St. Vrain Water Treatment Plant concerning the operation of the injection well and EPA permit compliance; and

WHEREAS, New IPT INC has incurred costs not included in the Agreement's Scope of Services because a test for the EPA permit was required much earlier than the parties anticipated; and

WHEREAS, it is thus necessary to amend the Agreement's not to exceed amount to include the testing costs incurred by New IPT INC.

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

The First Amendment to the Professional Services Agreement between the Town of Firestone and New IPT INC is approved in substantially the same form as the copy attached hereto and made a part of this Resolution and the Mayor is authorized to execute the First Amendment on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ___ day of January 2024.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**FIRST AMENDMENT TO AN AGREEMENT BY AND BETWEEN THE TOWN OF
FIRESTONE AND NEW IPT, INC.**

FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is made and entered into effective as of the _____ day of _____, 2024, by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and **NEW IPT, INC.**, a Delaware corporation, hereinafter referred to as the “Consultant” with reference to that certain Professional Services Agreement between the Town and Consultant executed by the Town on May 10, 2023, known as W2021-9543.01 Firestone Injection Well Support Services, approved with Resolution 23-53, and hereinafter referred to as the “Original Agreement.”

WHEREAS, the Original Agreement Scope of Services included assistance with well permit compliance, EPA submittals, and coordination with third parties for well testing and improvements, and:

WHEREAS, Consultant has expended more time on some elements of the Scope of Services than reasonably anticipated, and:

WHEREAS, based on the summary of costs for additional time provided by Consultant, the Parties believe it to be in the best interest to amend the Original Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

Section III of the Original Agreement is hereby amended to increase the not-to-exceed amount of the Original Agreement by \$15,000.00 for a new total not-to-exceed amount of \$94,786.75.

The Original Agreement, as herein amended by this First Amendment, is hereby ratified and confirmed and remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Consulting Agreement effective as of the day and year first above set forth.

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

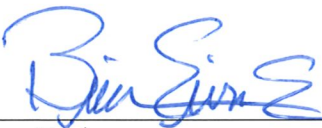
By: _____
Drew Alan Peterson, Mayor

Attest: _____
Kristi Bashor, CMC, Town Clerk

Approved as to Form:

By: _____
William Hayashi, Town Attorney

CONSULTANT:
NEW IPT, INC.
a Delaware corporation.

By: 
Brian Ervine
1/3/2024
Date

Title: Managing Director

Attest: 
Name
1/3/2024
Date

Title: _____

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.m

Consent Agenda

Meeting Date: January 10, 2024

Initiated By:

Dept: Town Clerk

AGENDA TITLE

RESOLUTION 24-13: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DESIGNATING THE POSTING LOCATION FOR NOTICE OF MEETING OF THE BOARD OF TRUSTEES AND ALL OTHER LOCAL PUBLIC BODIES OF THE TOWN

RECOMMENDATION

Approval of Resolution 24-13

SUMMARY

C.R.S. 24-6-402 (2)(c) requires that the Board of Trustees annually designate at the Board's first regular meeting of each calendar year the public place for posting of notice for the meetings of the Board of Trustees and other local public bodies of the Town. Notice of meetings of the Board of Trustees and other local bodies of the Town shall be posted at the Firestone Town Hall, 9950 Park Ave., Firestone, CO, 80504, in addition to the Town's website (www.firestoneco.gov).

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. RESOLUTION NO 24-13

RESOLUTION NO. 24-13

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, DESIGNATING THE POSTING LOCATION FOR NOTICE OF
MEETINGS OF THE BOARD OF TRUSTEES AND ALL OTHER LOCAL PUBLIC
BODIES OF THE TOWN**

WHEREAS, C.R.S. § 24-6-402 (2)(c) requires that the Board of Trustees annually designate at the Board's first regular meeting of each calendar year the public place for posting of notice for the meetings of the Board of Trustees and other local public bodies of the Town; and

WHEREAS, local public body means any municipality, board, committee, commission, authority, or other advisory, policymaking or formally constituted body of the Town; and

WHEREAS, with the goal of having local governments transition from the posting of notices at a fixed physical location the legislature amended the Open Meetings Law to permit the posting of meetings of local public bodies upon a public website no less than twenty-four hours before the meeting; and

WHEREAS, the legislature further declared that a local public body posting on a public website would constitute full and timely notice of a public meeting and that it would monitor the transition with the goal of having notice of all public meetings posted online.

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

1. Pursuant to C.R.S. § 24-6-402 (2)(c), notice of meetings of the Board of Trustees and other local public bodies of the Town shall be posted at the Firestone Town Hall, 9950 Park Ave., Firestone, CO, 80504.

2. Pursuant to C.R.S. § 24-6-402 (2)(c) (III) notices of such meetings may also be published no less than twenty-four hours prior to the holding of such meetings on the Town's website (www.firestoneco.gov) which serves all local public bodies of the Town.

INTRODUCED, READ AND ADOPTED this _____ day of _____, 2024

TOWN OF FIRESTONE

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.a

Discussion/Action

Meeting Date: January 10, 2024

Initiated By: Nate Haasis

Dept: Engineering - Town

AGENDA TITLE

Neighbors Point Traffic Study Recommendations

RECOMMENDATION

The assessment developed three phases of construction actions to address the concerns identified through analysis of safety and traffic volume conditions as well as stakeholder meetings.

Phase I - Signage and Striping Improvements

Phase II - Traffic Control at Crossing Intersections (HAWK Signals)

Phase III - Curb Extensions/Bulb-Outs

Town Staff is seeking input and direction on the phasing of future projects.

SUMMARY

The area surrounding Centennial Elementary School in the Neighbor's Point Subdivision was identified by the Board as an area of concern regarding pedestrian and traffic safety. In 2023, the Board approved a contract with our On-Call Traffic Engineer, Bohannon Huston, Inc. (BHI) to provide a Traffic Calming and School zone Assessment Study for the area.

As part of this Traffic Calming and School Zone Assessment contract, BHI performed data collection, traffic analysis and provided an assessment with recommendations to provide traffic calming in this area. Data collection was performed last spring while students were in school to provide accurate data for the assessment. Town Staff and BHI met with several stakeholders, including the Neighbor's Point HOA and School District staff to provide additional details to the traffic study.

Attached is the study, which concludes with the following three recommended phases of construction, depending on funding:

Phase I - Signage and Striping Improvements

Phase II - Traffic Control at Crossing Intersections (Two HAWK Signals - Neighbors Pkwy & Birch St, Buffalo St & Sable Ave)

Phase III - Curb Extensions/Bulb-Outs on Neighbors Parkway

Town Staff is seeking input and direction on the phasing of future projects.

FINANCIAL CONSIDERATIONS

The 2024 Budget included \$325,000.00 for Neighbor's Point Traffic Calming, including \$215,000 carried over from the 2023 Budget. Cost estimates provided in the assessment for each recommended phase:

Phase 1 - \$92,750.00

Phase II - \$756,800.00

Phase III - \$677,350.00

HISTORY AND PREVIOUS BOARD ACTION

The Board approved the 2023 Budget, which included \$250,000.00 for Neighbor's Point Traffic Calming. This \$250,000.00 funding is from the Neighbor's Point Metro District. The Board approved a contract with BHI for

\$35,000 in 2023 to perform a traffic study of Neighbor's Point. The remaining \$215,000 will be carried over into the 2024 Budget.

ATTACHMENTS

- 1. Neighbor's Point Traffic and Safety Analysis and School Zone Assessment

**NEIGHBORS POINT
TRAFFIC AND SAFETY ANALYSIS AND
SCHOOL ZONE ASSESMENT
REPORT**

NOVEMBER 3, 2023

Prepared for:

**TOWN OF FIRESTONE
9950 PARK AVE, FIRESTONE, CO 80504**

Prepared By:

**BOHANNAN HUSTON, INC.
9785 MAROON CIRCLE, SUITE 140
ENGLEWOOD, CO 80112**

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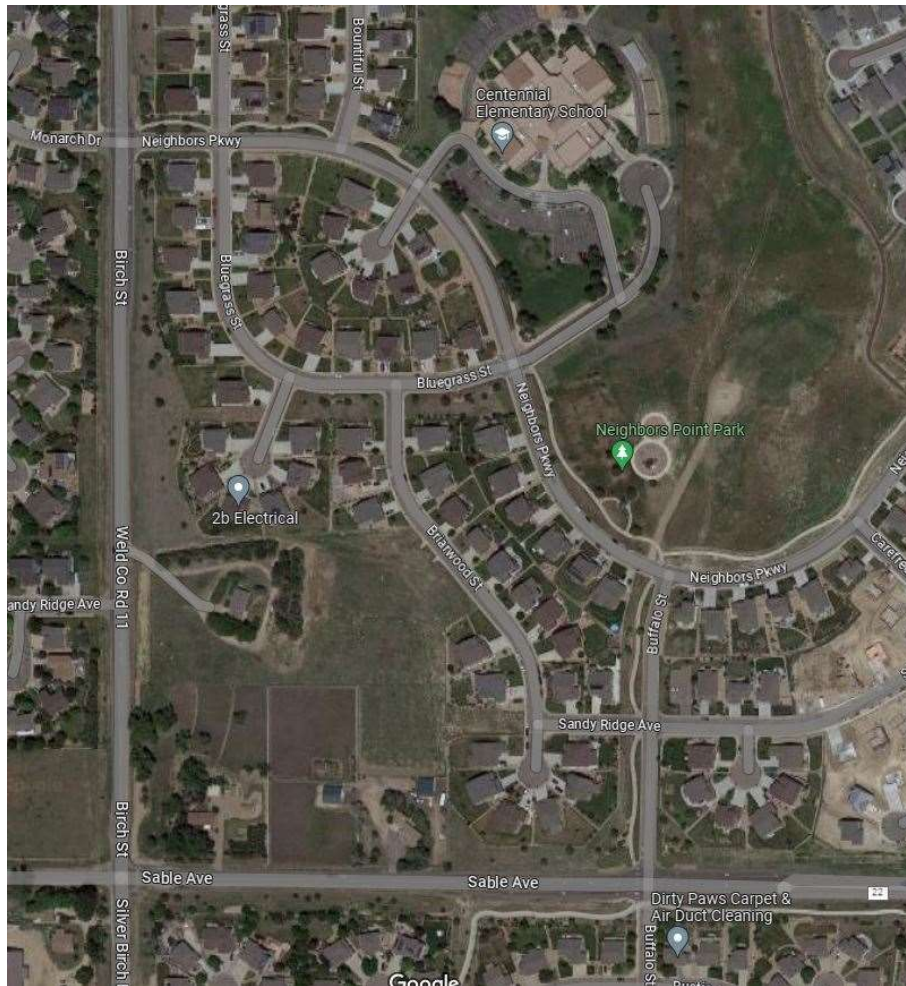
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Introduction

This report is a comprehensive analysis of traffic conditions and operations as well as a safety and school zone assessment along Neighbors Parkway, in Firestone, CO. Neighbors Parkway acts as the major local corridor that serves Centennial Elementary School in the Neighbor Point subdivision. The purpose of this report is to evaluate the traffic conditions and safety conditions of the area and develop recommendations to mitigate any issues or concerns as well as provide conceptual plans in order to comply with MUTCD and other standards.



This study covers the analysis and design recommendations for multiple factors including traffic volume and patterns, vehicle speed and compliance to posted speed limit, as well as crash type and frequency. In addition to the vehicular performance and safety, a traffic control warrant analysis was conducted at the intersections of Sable Ave and Buffalo St, as well as, Birch St and Neighbors Parkway to provide insight on vulnerable road user (bicycle and pedestrian) safety and whether a traffic control device would improve intersection safety.

With the provided analysis and results of the evaluation, a set of recommendations are provided in this report for the Town of Firestone to implement. The recommendations laid out in this report include infrastructure improvement alternatives and school zone signing and striping recommendations for the Neighbors Point area to comply with school zone recommendations in the MUTCD as well as traffic control recommendations at the two intersections.

Traffic Conditions and Operations Analysis

Time-of-Day Traffic Volumes

There were two segment locations along the corridor observed in both northbound & southbound directions. For all directional segments, the data collection began on 04/28/2023 at 12:01 AM and concluded on 04/29/2023 at 11:59 AM. Traffic statistics were recorded in 15-minute time periods. The roadway segments analyzed are as listed below.

- North of Bluegrass St
- South of Bluegrass St

Traffic volumes were separated by time-of-day (TOD), which is instrumental in understanding the traffic patterns and how drivers interact with the nearby school. The morning peak hour was observed at 7:00 AM – 8:00 AM for the segment north of Bluegrass St going northbound and at 8:00 AM – 9:00 AM for all other segments and directions. The afternoon peak hour was observed at 3:00 – 4:00 PM for all directions and all segments. These peak hours along the corridor align with the morning drop off and afternoon pick up hours from the school. The traffic time of day volumes are shown in Figures 1 and 2 below.

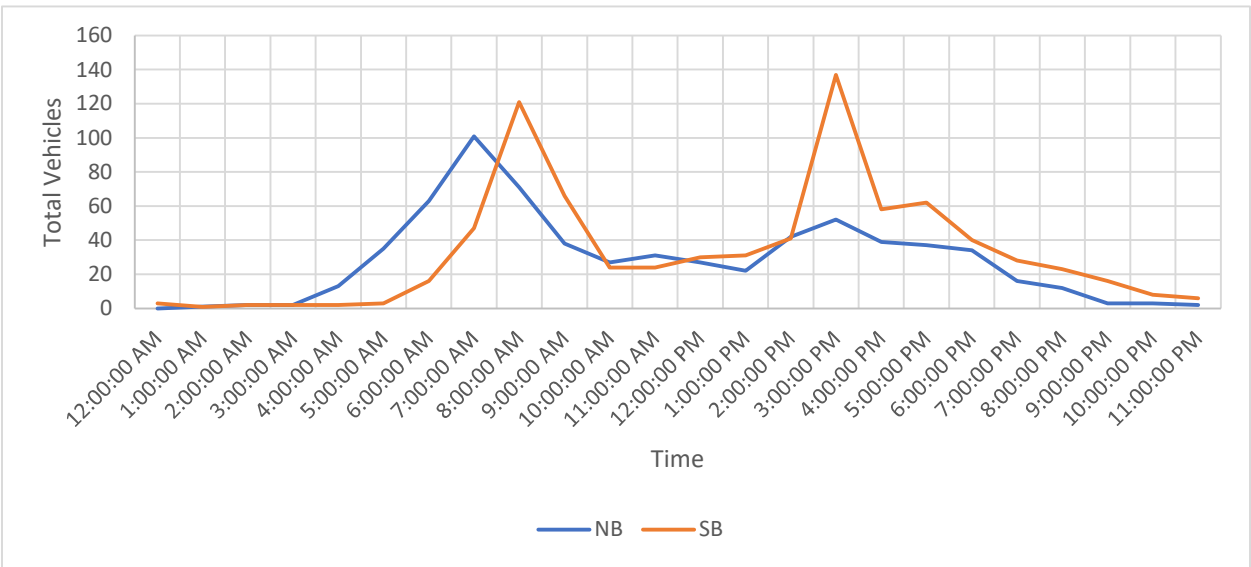


Figure 1. Traffic Volume Distribution North of Bluegrass

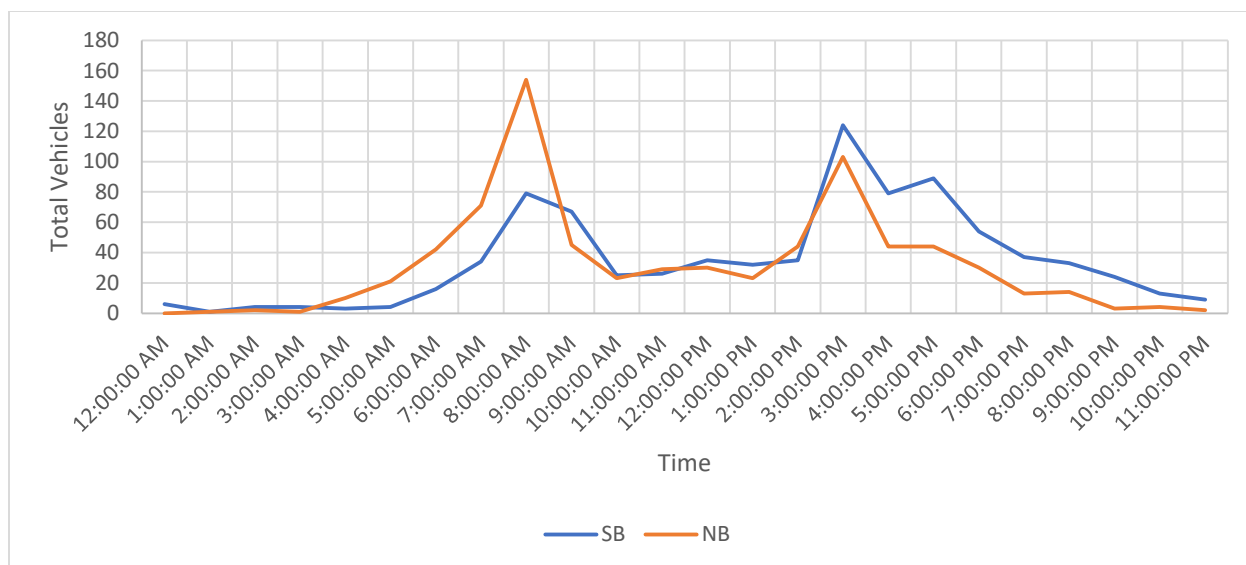


Figure 2. Traffic Volume Distribution South of Bluegrass

The traffic volume distribution shows that during the afternoon peak and pick up period, the traffic entering Neighbors Point into the Centennial Elementary School does not exit northbound on Neighbors Parkway. The pickup traffic entering the school area along Neighbors Parkway travels southbound but does not return northbound to exit the area.

Distribution of vehicle types traveling along the analyzed segments was included in the analysis. As later elaborated in the safety analysis section, motorcycle usage in the area is relatively common and inexperienced riders can be a cause of concern. Existing segment traffic volumes are shown below with the data collection sheets provided in Appendix C.

Segment	Direction	AADT (2021)	Vehicle Type Distribution				Truck, Bus, RV %	Tractor Trailer, Large RVs %
			Motorcycles %	Passenger %	Pick Up and Vans %	Bus %		
North of Bluegrass	NB	667	0.2%	78.4%	11.6%	0.0%	5.3%	4.5%
	SB	785	0.0%	72.6%	17.5%	0.0%	6.9%	2.9%
South of Bluegrass	NB	746	0.3%	79.8%	13.3%	0.0%	4.2%	2.4%
	SB	829	0.4%	85.2%	9.5%	0.1%	4.1%	0.7%

Intersection Operations and Traffic Control

Pedestrian warrants for traffic control are used to determine the need for traffic control devices at intersections. The warrants consider factors such as pedestrian volumes, vehicle volumes, crossing distance and sight distance, among others. The goal of pedestrian warrants is to provide safe and

efficient crossing opportunities for pedestrians, particularly at intersections where there is a high demand for pedestrian traffic.

When analyzed through the MUTCD traffic warrants for both the pedestrian volume and pedestrian hybrid beacon warrants, the two intersections of Sable Ave and Buffalo St as well as Birch St and Neighbors Pkwy do not fulfill Warrant 4 or the PHB Warrant for traffic control. However, the absence of traffic control devices could pose a risk to pedestrians who need to cross the road. Pedestrians may face difficulty crossing at these intersections due to high vehicle speeds, limited visibility, or the absence of crosswalk markings.

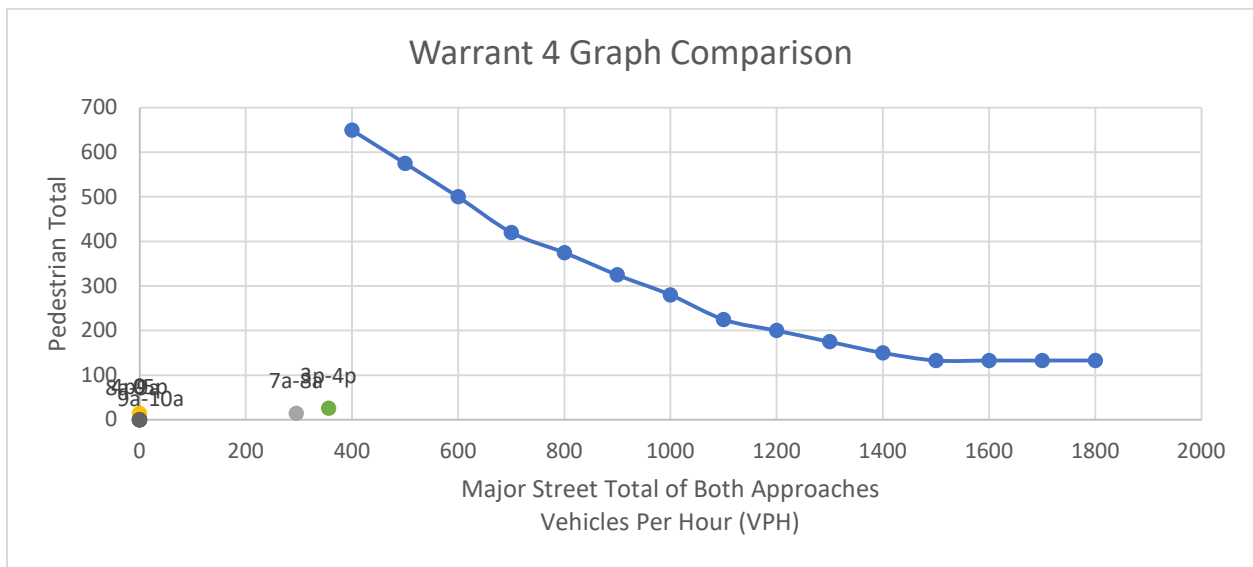


Figure 3. Warrant 4 – Sable Ave. & Buffalo St.

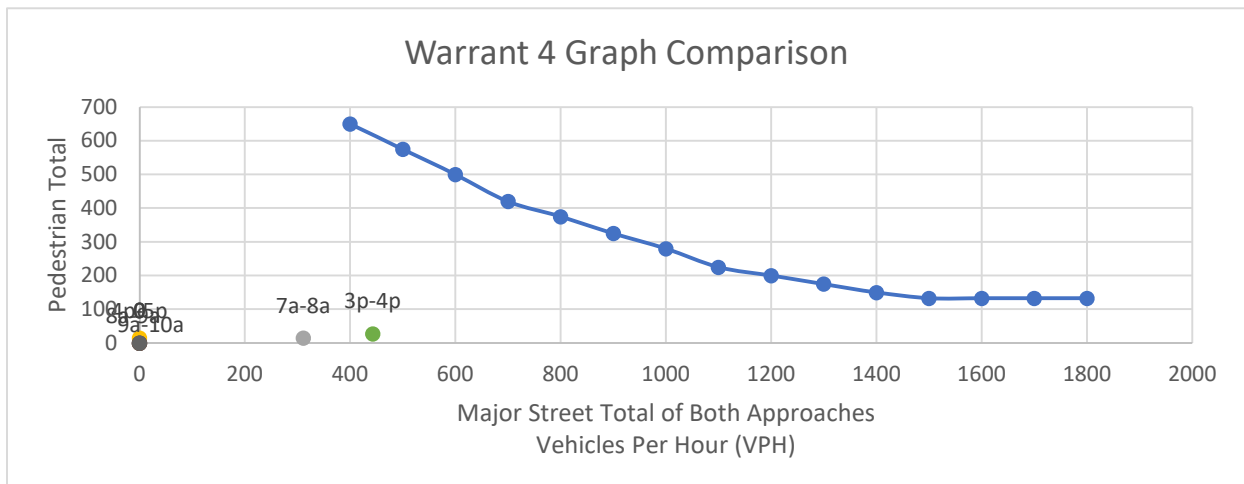


Figure 4. Warrant 4 – Birch St. & Neighbors Pkwy.

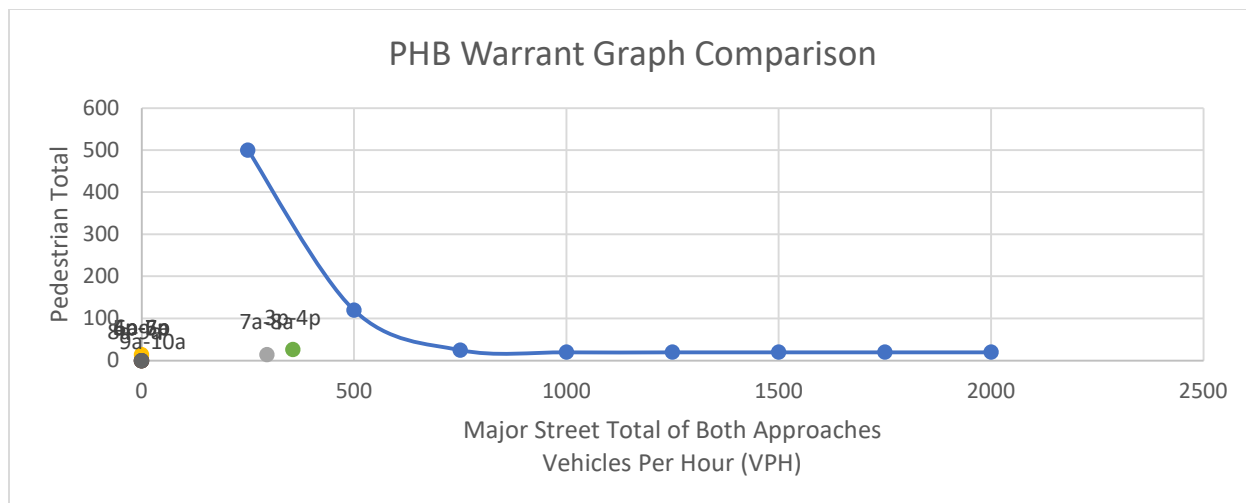


Figure 5. PHB Warrant – Sable Ave. & Buffalo St.

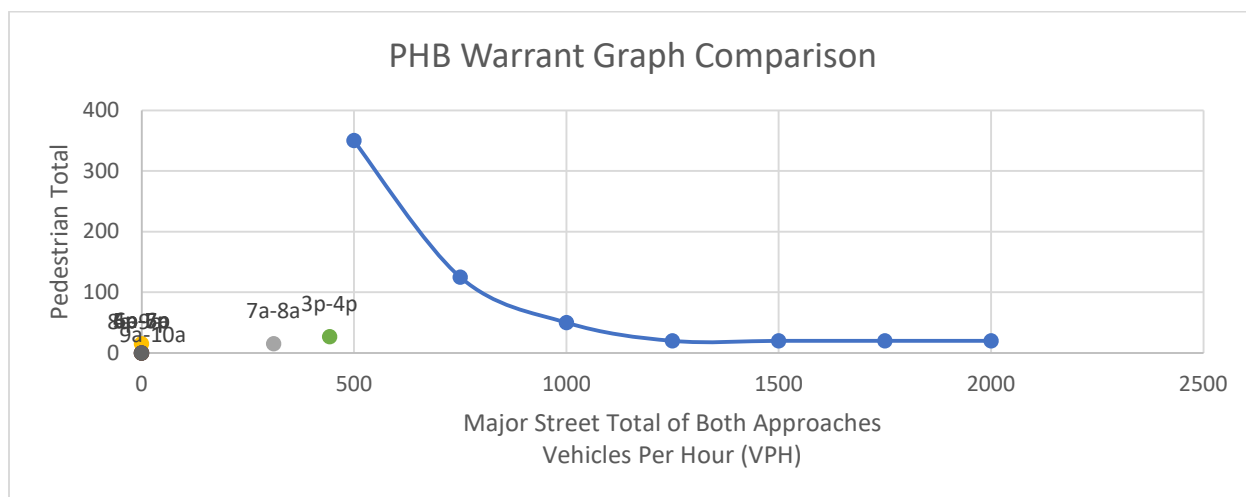


Figure 6. PHB Warrant – Birch St. & Neighbors Pkwy.

In addition to the warrants for pedestrian volume and hybrid beacons, we also analyzed these two intersections under Warrant 5, which designates whether additional traffic control measures are necessary at a school crossing. It is anticipated that school children utilize both intersections while walking to school. Warrant criteria states that a minimum of 20 schoolchildren must cross the street for this warrant to be met. Existing counts show that there is a total of 26 pedestrians at Sable Ave. and Buffalo St. and another 27 pedestrians at Birch St. and Neighbors Pkwy. crossing during the peak hour (3-4pm). While the data does not specifically designate schoolchildren, it can be inferred that the majority of crossings is schoolchildren, thus satisfying the minimum count for the warrant.

In order to remediate the intersection under Warrant 5, MUTCD requires several remedial measures be considered prior to signal installation. These remedial measures include warning signs and flashers, school speed zones, school crossing guards, and grade separated crossings. Our recommendation is to

install a pedestrian hybrid beacon/HAWK signal at each intersection. Pedestrian Hybrid Beacons (PHB) are a specialized type of hybrid beacon intended to warn and control traffic at a previously unsignalized location to assist pedestrians in crossing a marked crosswalk. A PHB may be considered for implementation should it not meet the MUTCD traffic signal warrants and the current conditions are found unsuitable for adequate pedestrian crossing gaps, but instead meets the MUTCD Guidelines for the Installation of Pedestrian Hybrid Beacons. Our recommendation is detailed further below in Phase 2.

Safety Analysis

Crash Assessment

BHI reviewed the reported crash data available for the period of February 2020 through January 2023 to identify historical crash trends along Neighbors Parkway and within the project area. The analysis focuses on a review of crash patterns along segments in the project corridor to identify trends for cause and mitigation. The safety evaluation includes the following intersections and roadway segments.

Intersections:

- Sable Ave and Buffalo St
- Birch St and Neighbors Parkway

Roadway Segments:

- North of Bluegrass St
- South of Bluegrass St

Within the available data period a total of five crashes were reported within the project area. Of these, four crashes were segment related and only one was intersection related. One of the crashes along the segment involved vulnerable road users and was caused due to a vehicle failing to yield to pedestrians. Out of all the crashes, the most predominant crash type is unsafe speed for conditions. Out of all the crashes that occurred, 20% of the crashes occurred during school days and school periods.

Table 1 : Total Crash History (June 2020 – November 2022)

Locations		Crashes			
		Total by Severity		Vulnerable Road Users	
		PDO	Injury	Pedestrian	Bicycle
Intersection	Sable Ave and Buffalo St				
	Birch St and Neighbors Pkwy				
	Neighbor Pkwy and Bluegrass St	1			
	Neighbor Pkwy and Buffalo St				
Segments	East of Buffalo St	1	1	1	
	West of Buffalo St		1		
	West of Bluegrass St				
	Buffalo St				
	Bluegrass St	1			
Total		3	2	1	0

Table 2: Detailed Crash Event Data (June 2020 – November 2022)

Date	Time	Location	Injury (Y/N)	# of Vehicles Involved	Contributing Factors (e.g. Ran Stop Sign, Speeding, etc.)
6/28/2020	20:46	5347 Neighbors Pkwy	N	1	Ped yield Right of way
12/13/2020	16:04	10452 Bluegrass St.	N	1	Unsafe Speed for Conditions
8/11/2021	10:28	Sandy Ridge Ave. & Buffalo St.	N	2	Unlawful Backing
6/24/2022	21:19	5320 Neighbors Pkwy	Y	2	Motorcycle inexperience
11/18/2022	18:29	Neighbors Pkwy & Bluegrass Street	N	1	Unsafe Speed for Conditions

Speed Safety Analysis

Additionally, BHI analyzed speed data that was collected at two segments along the project area. There have been major concerns about speeding in the area. The purpose of this section is to analyze the traffic speed trends at segments along the corridor and observe compliance to the posted speed limit.

There were two segment locations along the corridor that was observed for both northbound & southbound directions. For all directional segments, on 04/28/2023 at 12:01 AM and concluded on 04/29/2023 at 11:59 AM. Traffic statistics were recorded in 15-minute time periods. The roadway segments analyzed are as listed below. Detailed data collection sheets are included in this report in Appendix A.

- North of Bluegrass St
- South of Bluegrass St

The posted speed limit along the corridor is 25 MPH, with additional school zone speed restrictions. At both locations, the median speeds of the northbound traffic are higher than the southbound traffic with the section north of Bluegrass St, and in front of the school, having higher speeds. The median speeds average between 22-30 mph. The speed-volume distribution at each location going both southbound and northbound is shown in Figures 3 and 4 below.

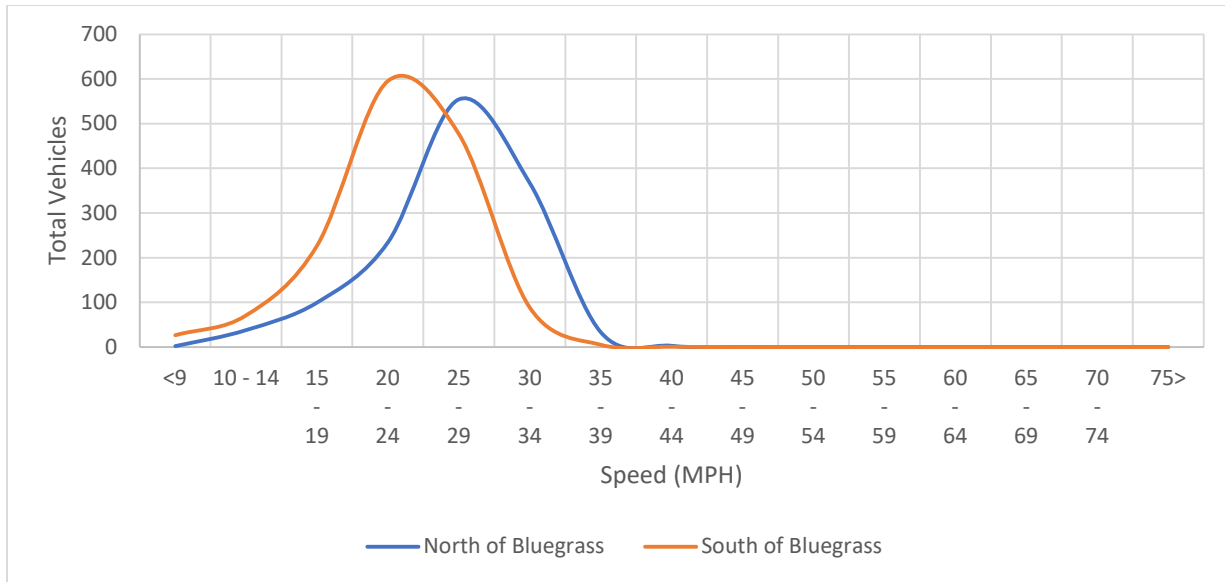


Figure 7. Northbound Speed-Volume Distribution

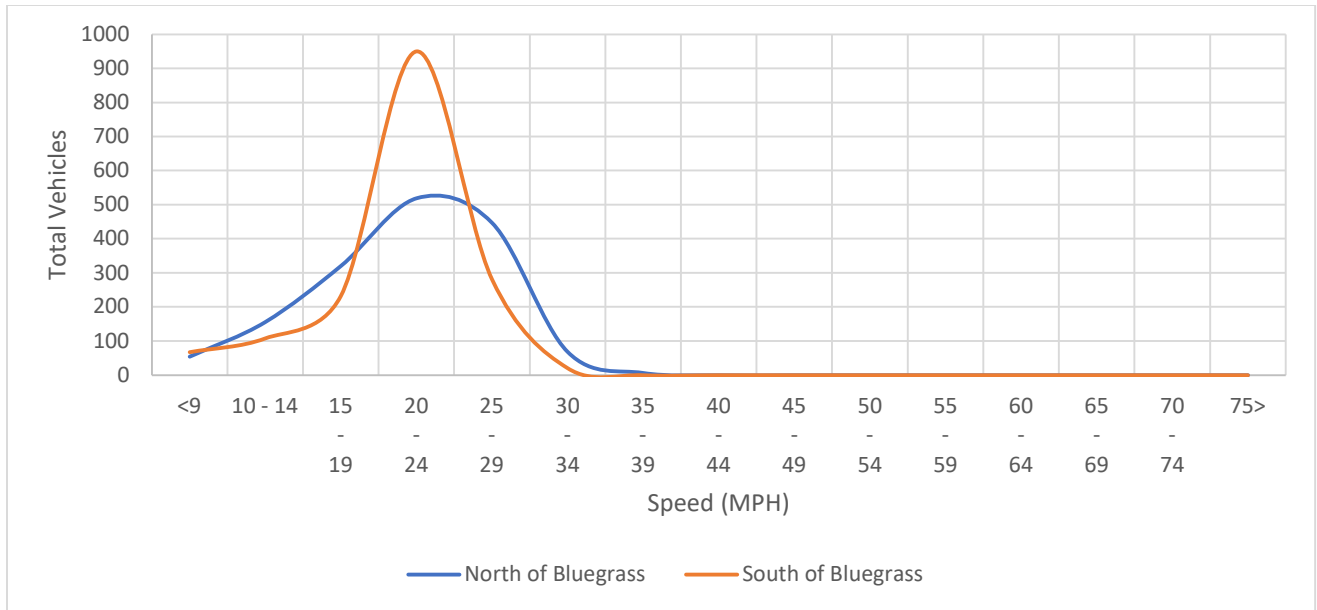


Figure 8. Southbound Speed-Volume Distribution

The most important metric to evaluate if excessive speeding is a major issue along this corridor and whether it can pose a risk to school traffic is the 85th percentile speed. The 85th percentile speed is the measure used by the MUTCD to evaluate the appropriate posted speed limit which would then be compared to the design speed of the corridor. If the corridor had an observed 85th percentile speed that exceeds the design speeds, additional design measures would be implemented to reduce the speed. In the case of Neighbors Parkway, the bidirectional 85th percentile speed is shown below.

Table 3: 85th Percentile Table and Posted Speed Limit

NB		
Location	Posted (mph)	85th %ile (mph)
North of Bluegrass	25	31.8
South of Bluegrass	25	28
SB		
Location	Posted (mph)	85th %ile (mph)
North of Bluegrass	25	27.4
South of Bluegrass	25	25.3

Even though the 85th percentile generally exceeds the posted speed limit, the speed is rounded to the nearest 5 mph and compared with the current posted speed limit of 25 MPH. This indicates the posted speed limit is appropriate for current expected driving conditions except for the northbound traffic speeds traveling north of Bluegrass St. However, when compared to the posted school zone speed limit of 20 MPH, the data shows that there is a potential issue with excessive speed in this area of Neighbors Parkway.

With observed speeds higher than the posted speed limit, a time-of-day analysis on the speeds was conducted to see during which times throughout the day posted speed limits are being violated and whether that coincides with the school times. When looking at the times vehicles exceeded the posted speed limit north of Bluegrass St, the northbound directions coincide with the typical drop off period for school at 7 AM. Since this is the segment and direction where the 85th percentile exceeds the recommended MUTCD speeds, an understanding of the traffic pattern of this direction at this segment is pertinent. Knowing that most of the speeding in this segment and direction occurs during the AM drop off period for school, it can be inferred that school drop off traffic would account for a large portion of the speeding vehicles. Vehicles dropping off students and then leaving at higher speeds account for most of the estimated traffic. See figures 5 and 6 below with the number of vehicles exceeding the posted speed limits for each direction and each segment.

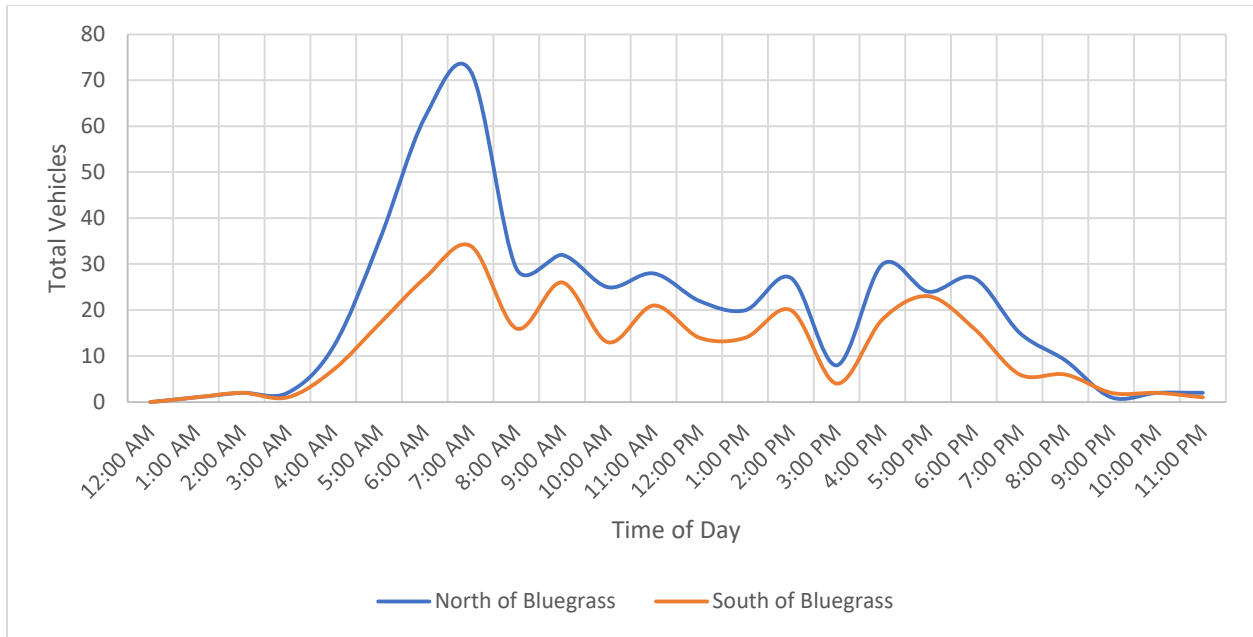


Figure 9. Volume Distribution of Vehicles Exceeding Posted Speed Limit in the Northbound Direction

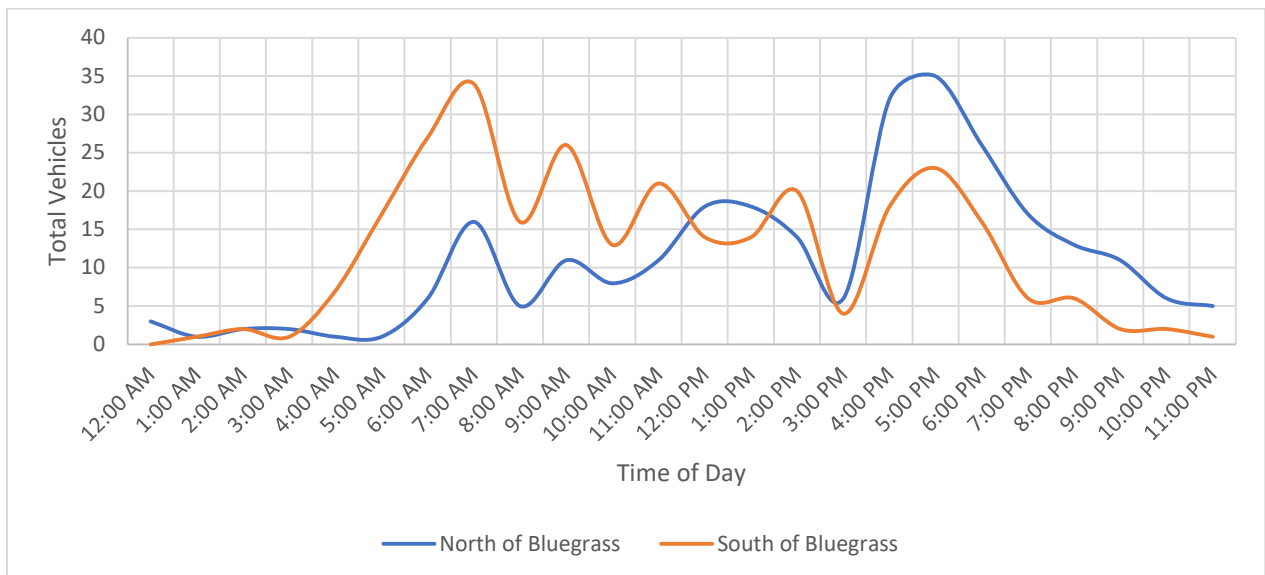


Figure 10. Volume Distribution of Vehicles Exceeding Posted Speed Limit in the Southbound Direction

Sight Distance Assessment

Stopping sight distance (SSD) and intersection sight distance is a crucial factor in road safety, as it determines the distance required for a vehicle to come to a complete stop after the driver perceives a hazard. It is a function of vehicle speed, driver reaction time and road gradient, among other factors. A clear sight distance is essential for drivers to detect and react to any obstacle on the roadway. The objective of this report is to analyze the effect of a fence within the sight triangles on the stopping sight distance.

Within the project area, there is a short, curved segment along Neighbors Parkway between the intersection of Bluegrass St and a residential cul-de-sac that has received several complaints regarding limited sight distance from the upstream roadway to the cul-de-sac. It is difficult for vehicles exiting the cul-de-sac to see approaching vehicles due to resident owned fences and vehicles traveling southbound to see those vehicles as they enter Neighbors Parkway. BHI did a geometry analysis to see if the curve of the road in conjunction with these fences cause visibility issues. Using the intersection sight triangles, intersection sight distances were evaluated.

A sight triangle is an area of the roadway where a driver's view is unobstructed in all directions. It is determined by the intersection of two lines of sight that originate at the driver's eye height and intersect the roadway at a specified distance ahead of the vehicle. The sight triangle is influenced by the design speed and grade of the roadway, the driver's eye height, and the height of obstacles within the sight triangle. Based on the calculations from the AASHTO Green Book, the portions of the fence do fall within the sight distance triangle. Aerial images with approximate sight triangles are shown below.

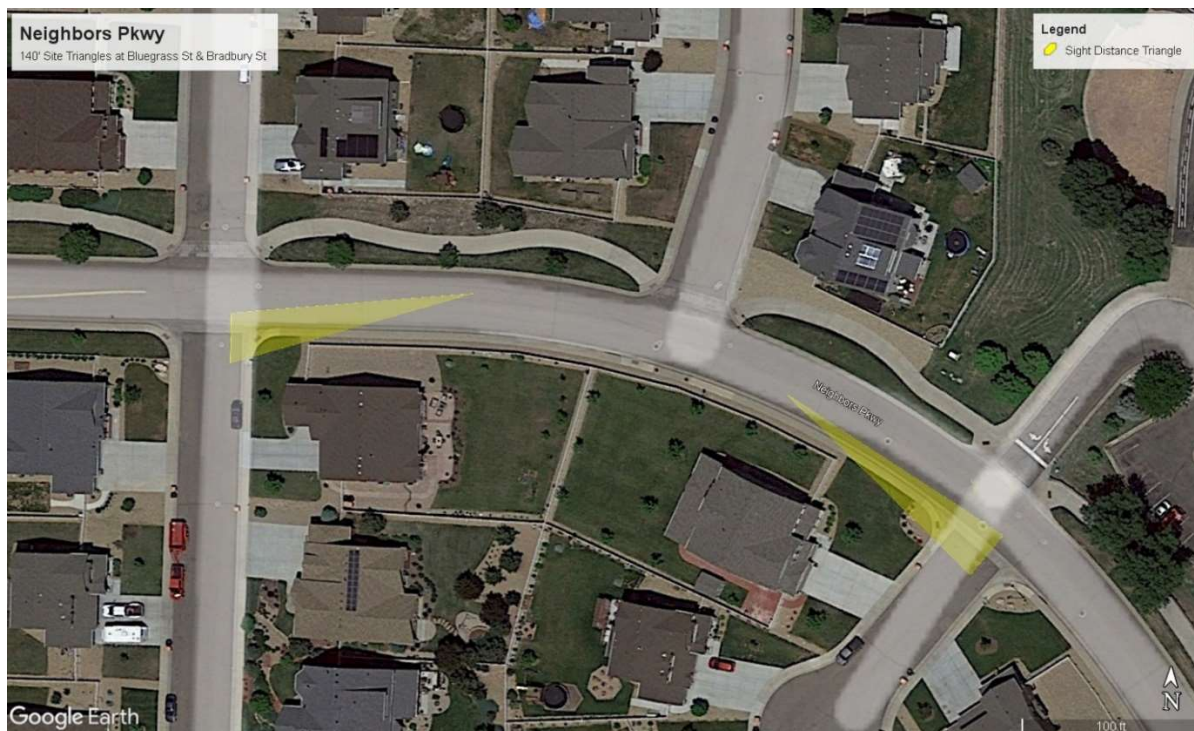


Figure 11. Sight Distance triangles at Existing intersections

School Zone Assessment

School zones are established to ensure the safety of students and pedestrians during school hours. The proper signage and striping of school zones are critical components of ensuring the safety of everyone in and around the school. As currently configured the signage and striping along Neighbors Parkway does not follow the recommended practice presented in MUTCD.

The signage in the school zone is inadequate and does not comply with the standards MUTCD recommended placements of the signs. The largest concern is that some critical signs such as "School Crossing Ahead," and "School Crossing" are either missing or not adequately placed. These signs shall be placed at any intersection with crosswalks and 200 feet away from any crosswalks. Additionally, visibility of the flashing speed limit signs must be improved.

Phasing

Three phases were developed to address the concerns that were identified through the existing conditions analysis of safety and traffic volume conditions as well as stakeholder meetings.

Phase 1: Signing and Striping Improvements

The first low-cost safety improvement would be to introduce signing and striping along Neighbors Parkway. Signing and striping improvements can be an effective traffic calming feature in school areas, where there is typically a high volume of pedestrian and vehicular traffic during drop-off and pick-up times.

The primary signing and striping to be implemented would be school zone signing. This will include "Crossing Ahead" signing placed 200 feet before any available crosswalks. Additionally, visibility of the school zone speed limit sign needs to be increased. Finally, making the intersection of Neighbors Parkway and Bluegrass at the entrance of Centennial Elementary school an all-way stop controlled intersection would improve safety and act as a metering mechanism for traffic entering the school area as well as reduce speeding along Neighbors Parkway.

To address some concerns about the sight distance at the cul-de-sac a "Hidden Driveway" warning sign can also be installed between Bluegrass St and the cul-de-sac of Bradbury Street.

BHI has prepared a high-level plan sheet which shows where additional warning signs for school crossings are required and is depicted in Appendix A. The approximate cost of these improvements will be \$90,000. This does not include administrative costs including design, landscaping, construction management, inspection, material testing, or any ROW or property acquisition costs. Please refer to the plans and accompanying cost estimate in Appendix A more information.

Phase 2: Traffic Control at Crossing Intersections

With the concerns over pedestrian safety at the intersections of the project area as well as a lack of crossing guards, implementing effective traffic control measures will prioritize pedestrian safety and alleviate these concerns. Even though the traffic volumes and pedestrian counts at these intersections do not warrant a traffic signal under Warrants 4 and the PHB Warrant, it does meet the requirements for Warrant 5 (school crossing). We recommend installing pedestrian hybrid beacons/HAWK signals at both intersections of Neighbors Parkway and Birch St and Buffalo St and Sable Ave in order to satisfy the requirements of Warrant 5.

Pedestrian Hybrid Beacons (PHB) are a specialized type of hybrid beacon intended to warn and control traffic at a previously unsignalized location to assist pedestrians in crossing a marked crosswalk. A PHB may be considered for implementation should it not meet the MUTCD traffic

signal warrants and the current conditions are found unsuitable for adequate pedestrian crossing gaps, but instead meets the MUTCD Guidelines for the Installation of Pedestrian Hybrid Beacons. BHI has prepared a conceptual cost estimate detailing this option. The approximate cost of these improvements will be \$760,000. This does not include administrative costs including design, landscaping construction management, inspection, material testing, or any ROW or property acquisition costs. Please refer to the cost estimate located in Appendix A.

Phase 3: Curb Extensions/Bulb-Outs

The last phase would be to construct bulb-outs along the corridor of Neighbors Parkway. A major concern communicated by stakeholders was that during peak school arrival and dismissal, on-street parking at the intersection of Bountiful St and Neighbors Parkway as well as Bluegrass St and Neighbors Parkway results in visibility issues. As previously mentioned, there are intersection sight distance issues at the intersection and cul-de-sac. One infrastructure improvement that can mitigate this is the installation of curb extensions.

Curb extensions at intersections not only reduce crossing distances and reduce exposure on the roadway to improve safety for pedestrians but they also act as physical barriers to restrict parking locations and can create a traffic calming effect. Having curb extensions also extend the curb on to the street to allow for better visibility for vehicles at the cross street and push the sight distance triangles forward improving safety. The figure below shows proposed sight distance triangles if curb extensions and parking restrictions are implemented on the south side of Neighbors Parkway. The AASHTO green book recommends a clear sight length of 140' for a design speed of 30 MPH with no traffic control.

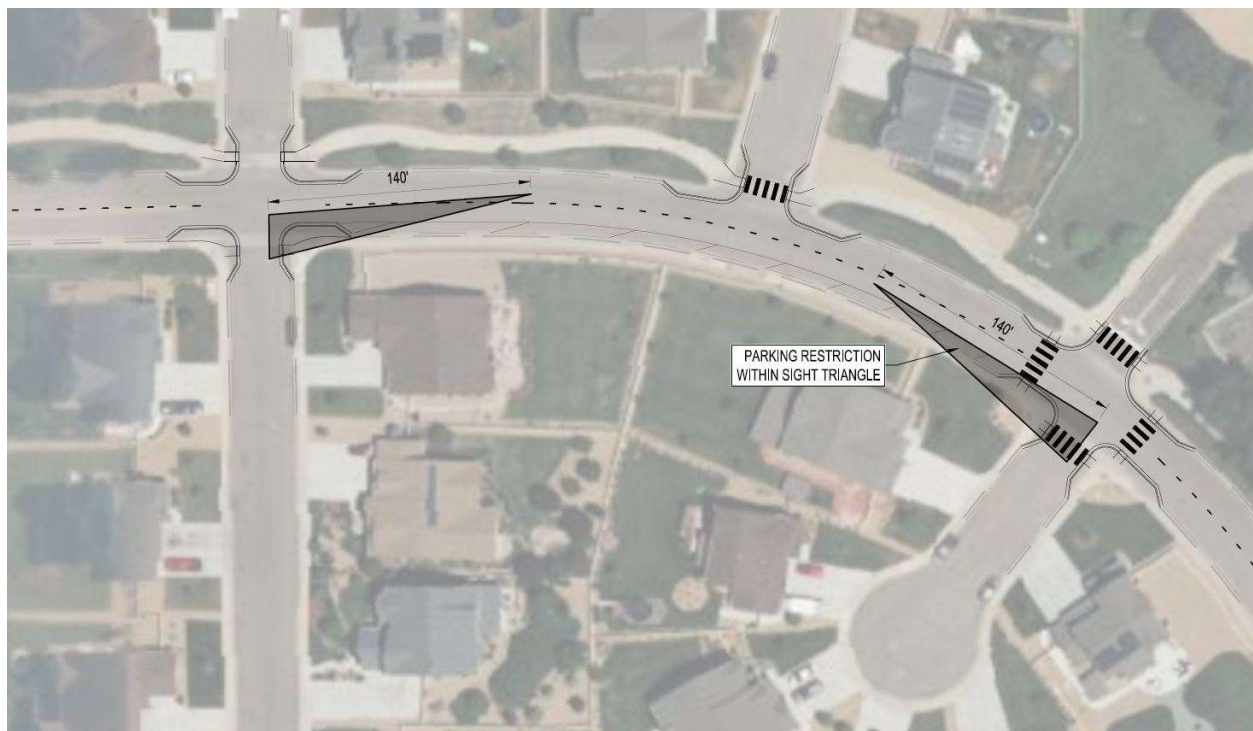


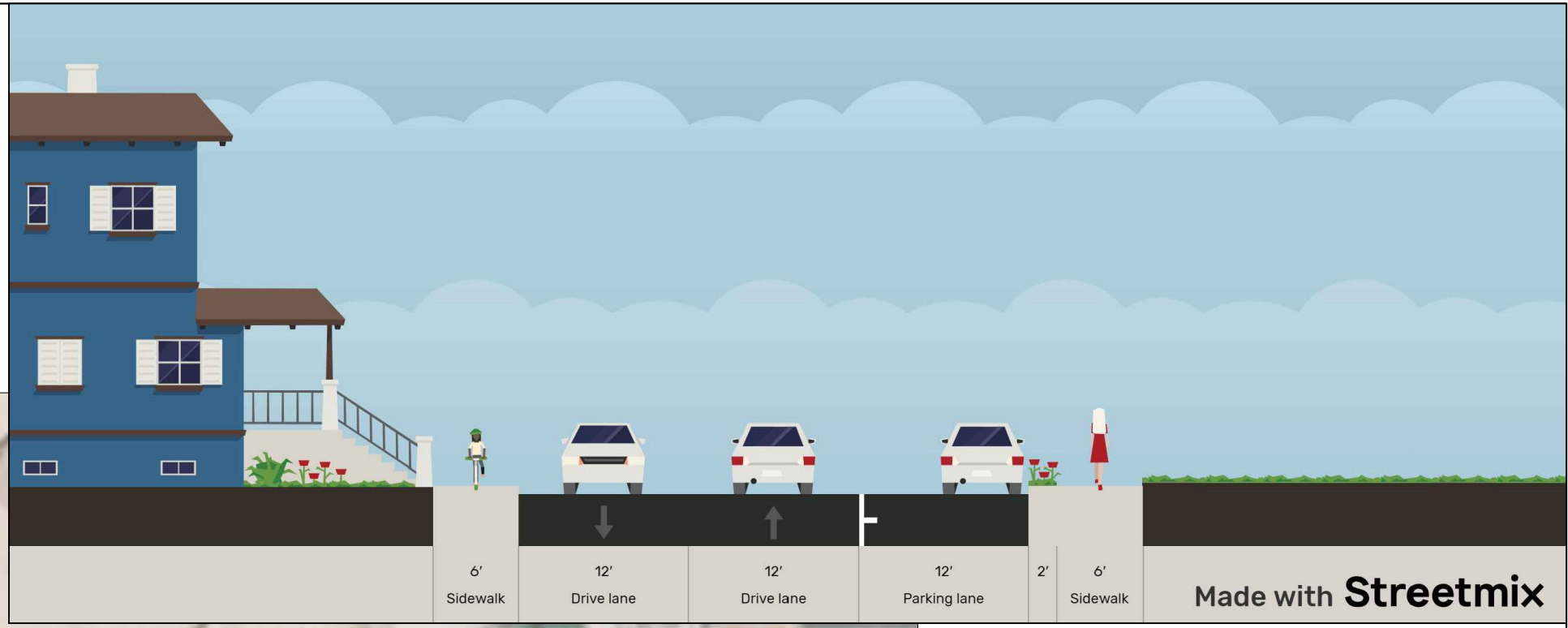
Figure 12. Proposed Sight Distance with Curb Extensions and Parking Restrictions

Bulb-outs could be constructed permanently as part of the concrete curb and sidewalk with ADA ramps and crossings or could be quickly implemented on a more temporary basis with flexible curb, bollards, markers and/or striping. These can also be lengthened further down the corridor to reduce the lane widths and further reduce traffic speeds as necessary. If bulb-outs are not implemented, parking restriction signage and striping should be implemented a minimum of 140' from the return at intersections to provide required visibility of vehicles and pedestrians. Please refer to the conceptual plan sheet and accompanying cost estimate in Appendix A for detailed information. This plan and estimate shows bulb outs only at the intersections, but additional measures can be implemented as necessary to fit the Towns' needs. The approximate cost of these improvements will be \$680,000. This does not include administrative costs including design, landscaping, construction management, inspection, material testing, or any ROW or property acquisition costs.

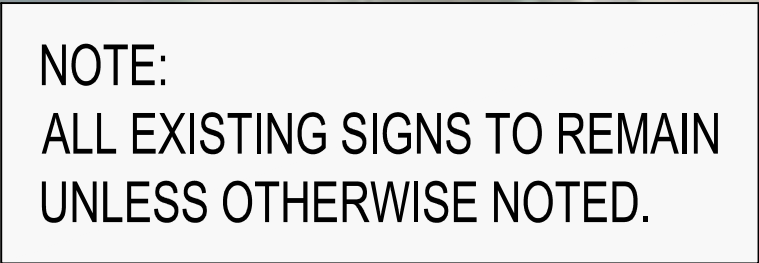
Conclusion

Our recommendation would be to install additional signage and striping immediately. Additional measures could be taken to permanently solve the traffic control and safety issues. Our ultimate recommendation is to install curb extensions as described above in phase 3, either in a permanent or temporary scenario, and further detailed in the plans located in Appendix A while also installing pedestrian hybrid beacons/HAWK signals at the Neighbors Parkway and Birch St and Buffalo St. and Sable Ave. intersections to increase pedestrian safety. These phases can be done at the same time or separately, depending on funding availability.

Appendix A. Concept plans & Cost Estimate



Made with **Streetmix**

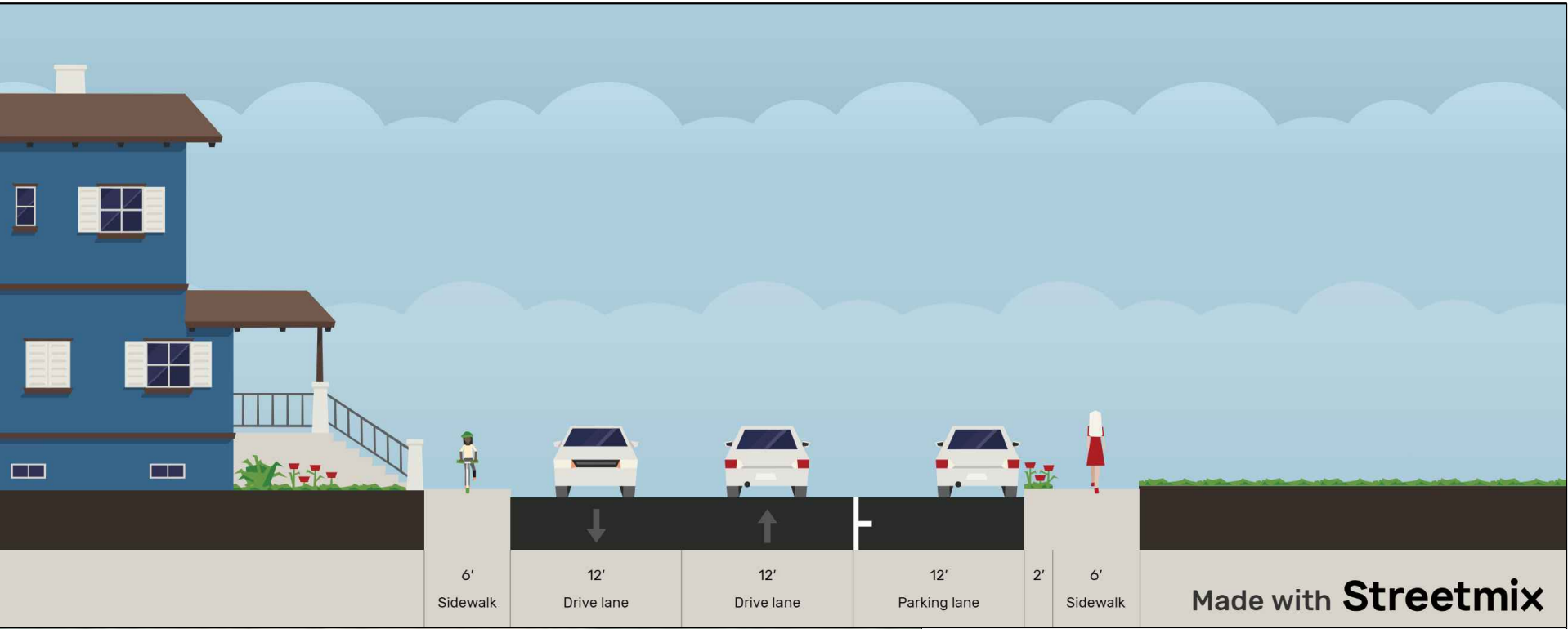


R-X	SHEET REVISIONS		
	DATE	DESIGNER:	INITIALS

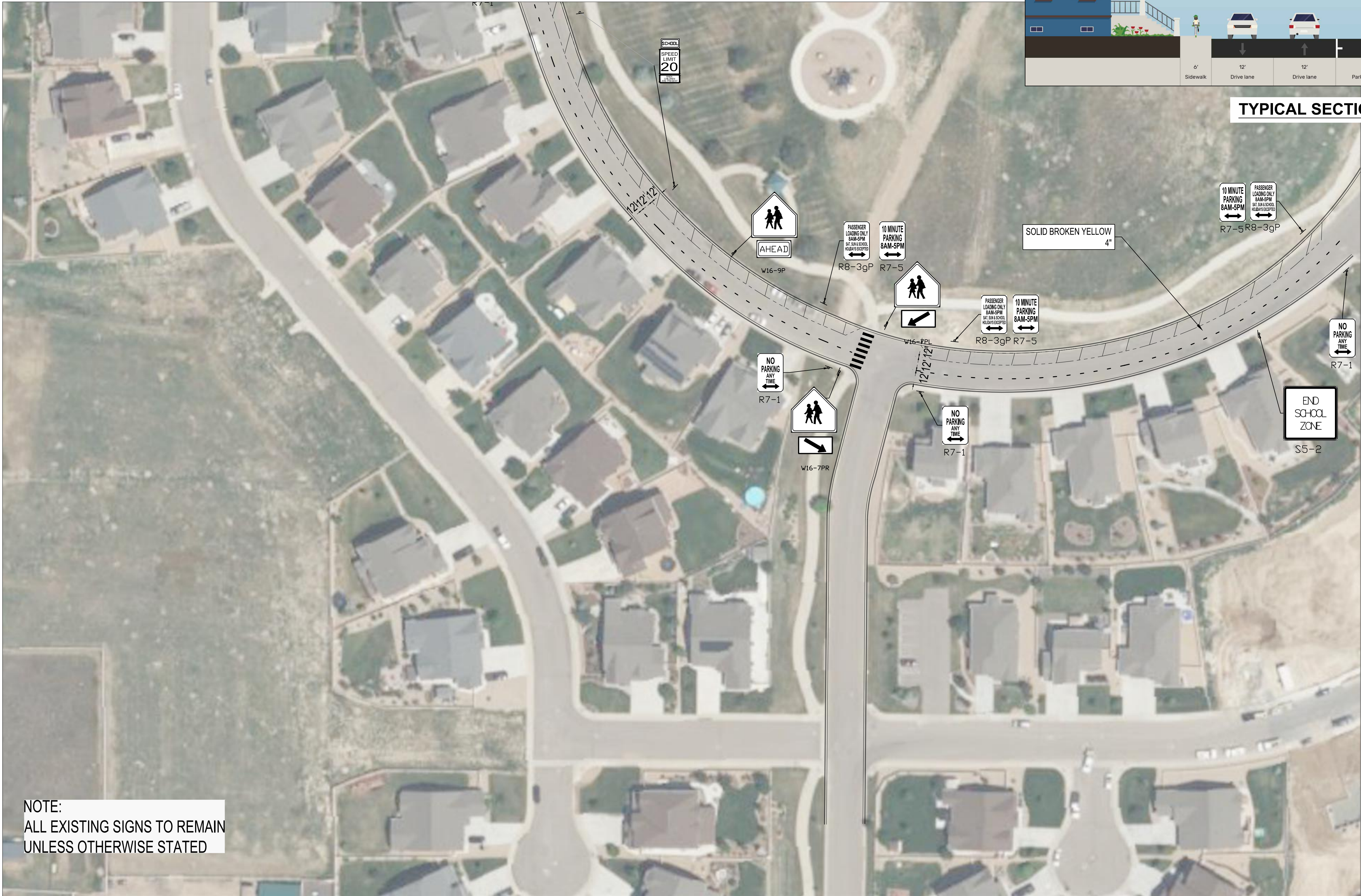


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		DETAILER:					
VOID:		SUBSET:	SHEETS:	1	OF	2	SHEET NUMBER

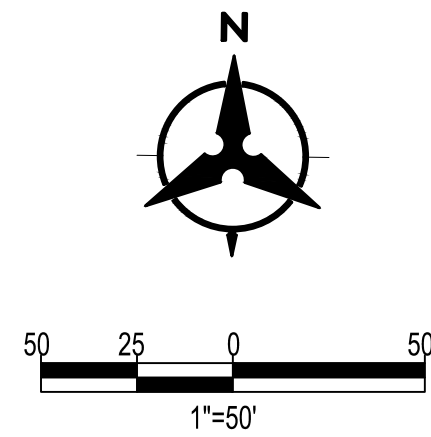
NOT FOR CONSTRUCTION



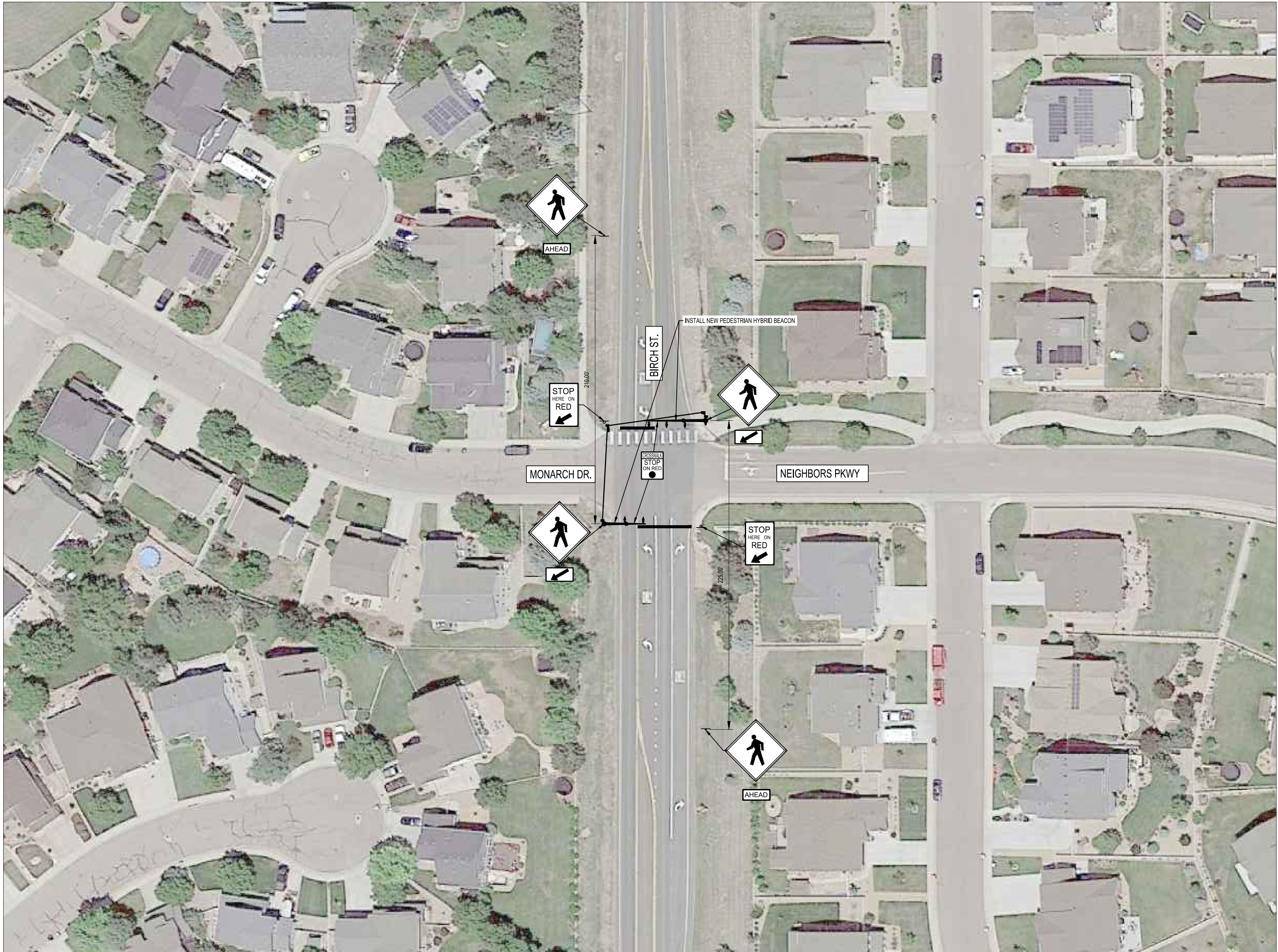
TYPICAL SECTION



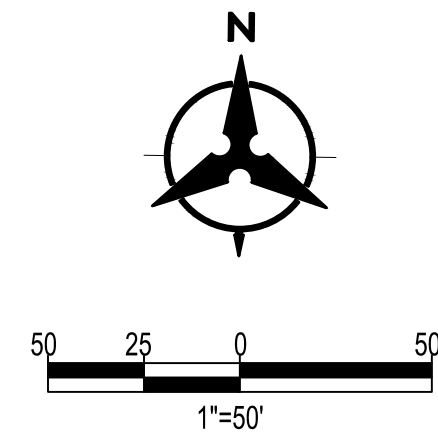
NOTE:
ALL EXISTING SIGNS TO REMAIN
UNLESS OTHERWISE STATED



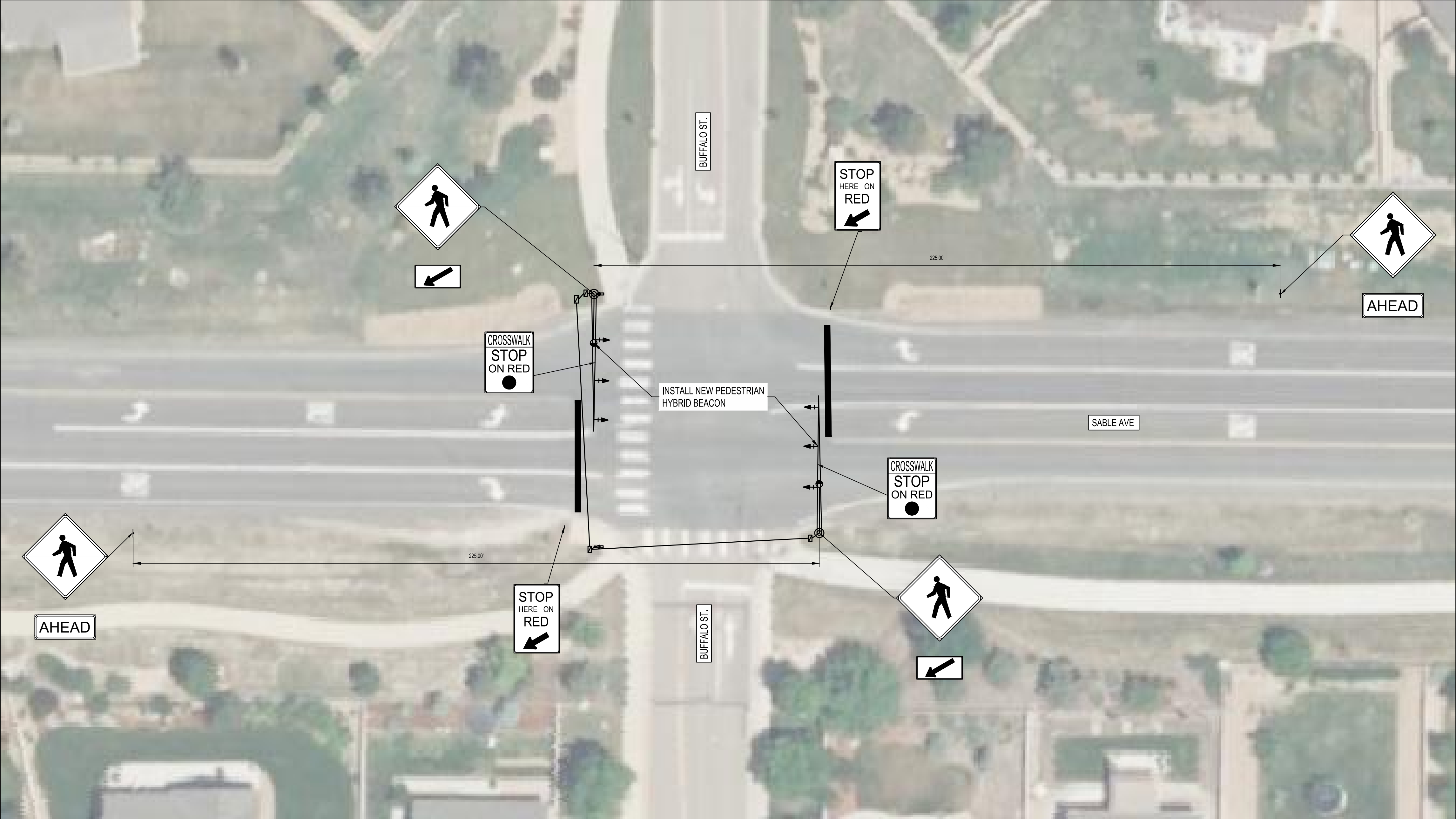
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HORIZ. SCALE:										VERT. SCALE:	
Bohannon & Huston www.bhinc.com 800.877.5332 9785 Maroon Circle Suite 140 Englewood, CO 80112-5928		R-X	DATE	DESIGNER:	INITIALS	NO REVISIONS:		DESIGNER:	STR. NO'S.	SHEET NUMBER	
						REVISED:		DETAILER:			
						VOID:		SUBSET:			
											
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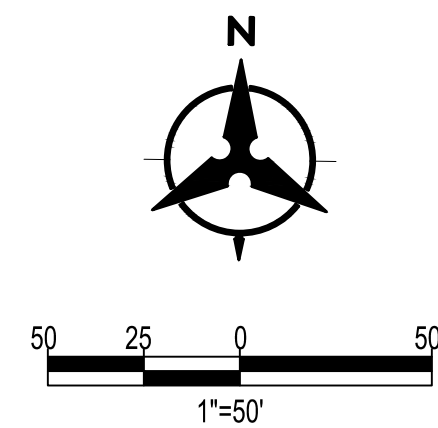
BIRCH ST. & NEIGHBORS PKWY. INTERSECTION



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DATE	DESIGNER:		INITIALS																						
HORIZ. SCALE:		VERT. SCALE:		PHASE 2 - TRAFFIC CONTROL AT CROSSING INTERSECTIONS		20230516																			
BohannonHuston www.bhinc.com800.877.5332 9785 Maroon Circle Suite 140 Englewood , CO 80112-5928		NO REVISIONS:		DESIGNER:		STR. NO'S.		SHEET NUMBER																	
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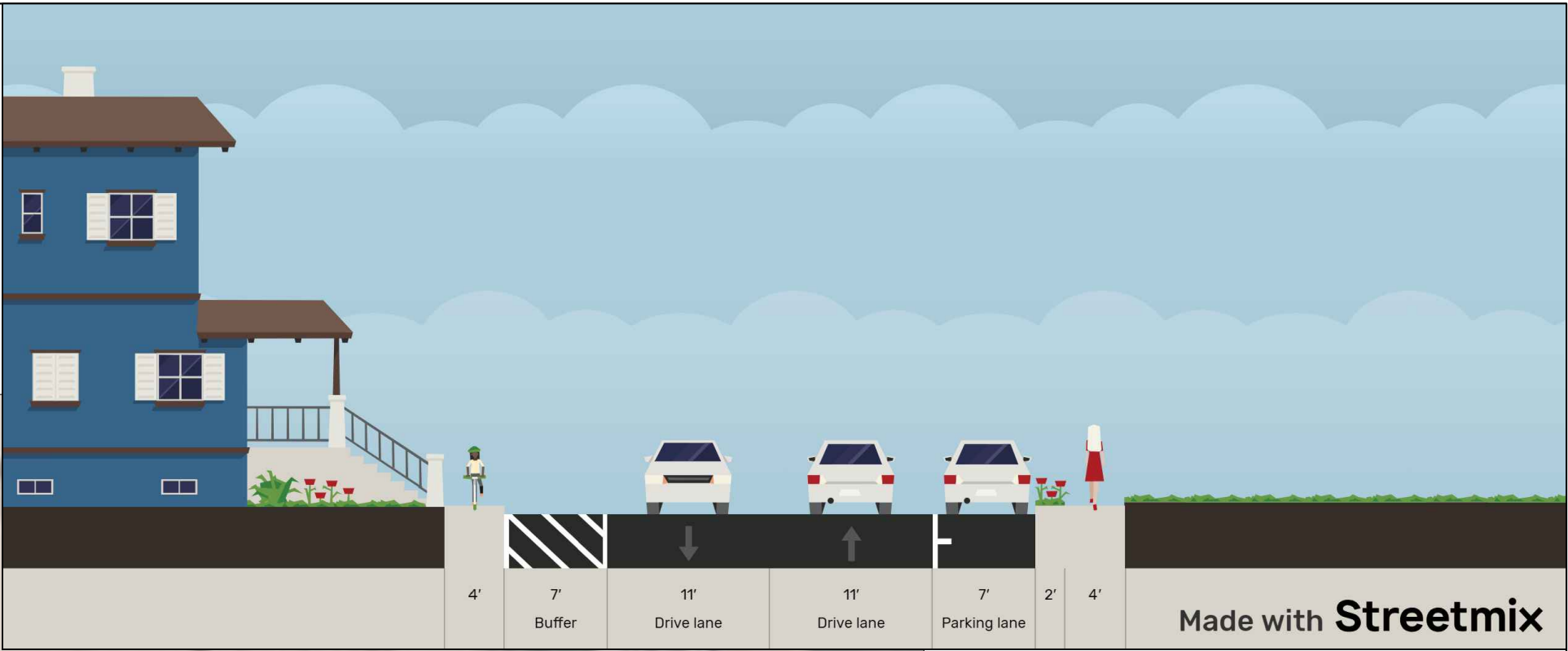


BUFFALO ST. & SABLE AVE. INTERSECTION

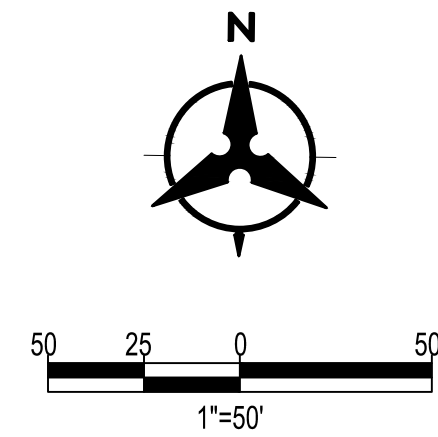
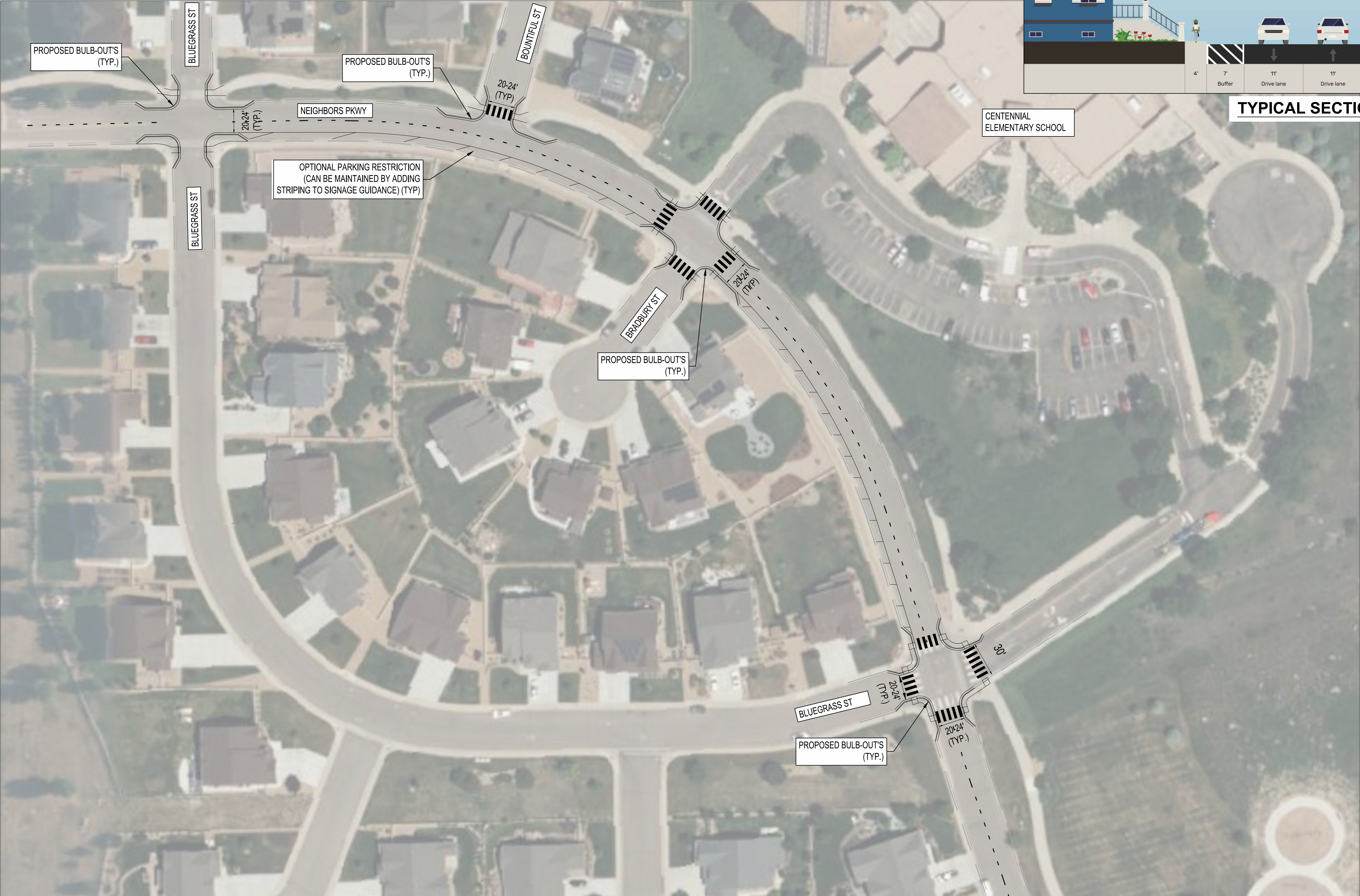


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NOT FOR CONSTRUCTION



TYPICAL SECTION



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HORIZ. SCALE:

VERT. SCALE:


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9785 Maroon Circle Suite 140 Englewood , CO 80112-5928

SHEET REVISIONS			
R-X	DATE	DESIGNER:	INITIALS



CONCEPTUAL
NO REVISIONS:
REVISED:
VOID:

NEIGHBORS POINT TRAFFIC STUDY PHASE 3 - CURB EXTENSIONS/BULB-OUTS		
DESIGNER:	STR. NO'S.	
DETAILER:		
SUBSET:	SHEETS:	1 OF 1

PROJECT NO./CODE
20230516
SHEET NUMBER

NOT FOR CONSTRUCTION

ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST - FOR INFORMATION ONLY
NEIGHBORS POINT TRAFFIC AND SAFETY ANALYSIS AND SCHOOL ZONE ASSESSMENT
CONCEPTUAL LEVEL COST ESTIMATE - NOT FOR CONSTRUCTION



CONTRACT ITEM	UNIT	PHASE 1: SIGNING AND STRIPING IMPROVEMENTS		PHASE 2: INTERSECTION TRAFFIC CONTROL		PHASE 3: CURB EXTENTSIONS/BULB OUT	
		PLAN	AS CONST.	PLAN	AS CONST.	PLAN	AS CONST.
CLEARING AND GRUBBING	LS					1.00	
REMOVAL OF INLET	EA					2	
REMOVAL OF GUTTER	LF					145	
REMOVAL OF SIDEWALK	SY					60	
REMOVAL OF CURB AND GUTTER	LF					610	
REMOVAL OF CONCRETE CURB RAMP	SY					310	
REMOVAL OF ASPHALT MAT	SY					1200	
RESET GROUND SIGN	EA	2					
RESET SIGN PANEL	EA	1					
INLET TYPE R L 20 (20 FOOT)	EA					2	
UNCLASSIFIED EXCAVATION	CY					290	
RESET FIRE HYDRANT	EA					1	
ADJUST MANHOLE	EA					6	
ADJUST VALVE BOX	EA					10	
AGGREGATE BASE COURSE (CLASS 6) (9 INCH)	TON					520	
RECONDITIONING (SUBGRADE)	SY					1150	
HOT MIX ASPHALT (PATCHING) (6 INCH)	TON					220	
EPOXY PAVEMENT MARKING	GAL	10					
GUTTER TYPE 2 (4 FOOT)	LF					100	
EROSION CONTROL	LS			1			
WIRING	LS			1			
2 INCH ELECTRICAL CONDUIT	LF			400			
2 INCH ELECTRICAL CONDUIT (BORED)	LF			400			
3 INCH ELECTRICAL CONDUIT	LF			400			
3 INCH ELECTRICAL CONDUIT (BORED)	LF			400			
LUMINAIRE (15')	EA			4			
SIGNAL HEAD BACKPLATE	EA			8			
PEDESTRIAN SIGNAL FACE (16') (COUNTDOWN)	EA			4			
HAWK BEACON SIGNAL FACE	EA			10			
PEDESTRIAN PUSH BUTTON	EA			4			
TRAFFIC SIGNAL PEDESTAL POLE STEEL	EA			4			
TRAFFIC SIGNAL-LIGHT POLE STEEL (1-30 FOOT MAST ARM)	EA			1			
TRAFFIC SIGNAL-LIGHT POLE STEEL (1-45 FOOT MAST ARM)	EA			3			
TRAFFIC SIGNAL CONTROL CABINET	EA			2			
PULL BOX (24"X36"X18")	EA			4			
DRILLED SHAFT (36 INCH)	LF			80			
STEEL SIGN POST (2 x 2 INCH TUBING)	LF	175					
SIGN PANEL (CLASS I)	SF	210					
THERMOPLASTIC PAVEMENT MARKING	SF	850					
CONCRETE SIDEWALK (6 INCH)	SY					240	
CONCRETE CURB RAMP	SY					280	
CURB AND GUTTER TYPE 2 (SECTION II-B)	LF					1130	
FORCE ACCOUNT							
F/A MINOR CONTRACT REVISIONS	F/A	1.00		1.00		1.00	
LANDSCAPE RESTORATION	LS	1		1		1	
UTILITY RELOCATIONS	LS	1		1		1	
CONSTRUCTION SURVEYING	LS	1.00		1.00		1.00	
MOBILIZATION	LS	1.00		1.00		1.00	
TRAFFIC CONTROL	LS	1.00		1.00		1.00	

TOTAL BID IN WRITTEN WORDS:

THE ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST IS AN APPROXIMATE ESTIMATION OF THE WORK TO BE PERFORMED BASED ON THE CONCEPTUAL LAYOUT. PAY ITEMS, QUANTITIES AND COSTS MAY VARY BASED UPON THE FINAL DESIGN.

This Estimate does not include administrative costs including design, construction management, inspection, material testing, etc.

This Estimate does not include any ROW or property acquisition costs.

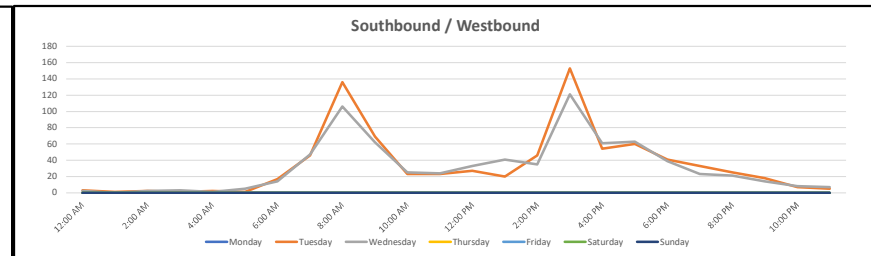
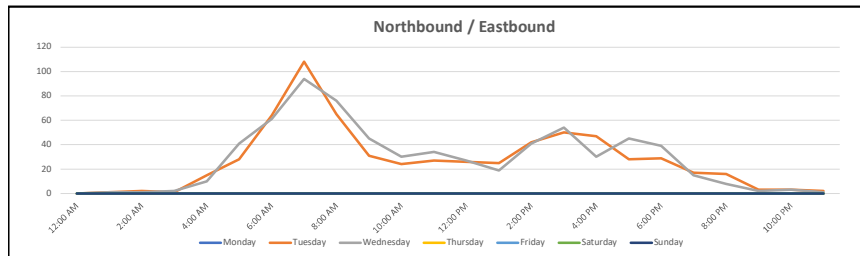
UNIT PRICE	ENGINEERS ESTIMATE		
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\$2,600.00	\$ -	\$ -	\$ 5,200.00
\$60.00	\$ -	\$ -	\$ 8,700.00
\$40.00	\$ -	\$ -	\$ 2,400.00
\$20.00	\$ -	\$ -	\$ 12,200.00
\$70.00	\$ -	\$ -	\$ 21,700.00
\$20.00	\$ -	\$ -	\$ 24,000.00
\$450.00	\$ 900.00	\$ -	\$ -
\$220.00	\$ 220.00	\$ -	\$ -
\$18,000.00	\$ -	\$ -	\$ 36,000.00
\$30.00	\$ -	\$ -	\$ 8,700.00
\$5,500.00	\$ -	\$ -	\$ 5,500.00
\$1,300.00	\$ -	\$ -	\$ 7,800.00
\$550.00	\$ -	\$ -	\$ 5,500.00
\$70.00	\$ -	\$ -	\$ 36,400.00
\$3.00	\$ -	\$ -	\$ 3,450.00
\$340.00	\$ -	\$ -	\$ 74,800.00
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\$26,000.00	\$ -	\$ 78,000.00	\$ -
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\$900.00	\$ -	\$ 72,000.00	\$ -
\$30.00	\$ 5,250.00	\$ -	\$ -
\$40.00	\$ 8,380.00	\$ -	\$ -
\$40.00	\$ 34,000.00	\$ -	\$ -
\$90.00	\$ -	\$ -	\$ 21,600.00
\$220.00	\$ -	\$ -	\$ 61,600.00
\$60.00	\$ -	\$ -	\$ 67,800.00
SUBTOTAL	\$ 56,750.00	\$ 470,800.00	\$ 420,350.00
15.00%	\$ 9,000.00	\$ 71,000.00	\$ 64,000.00
5.00%	\$ 3,000.00	\$ 24,000.00	\$ 22,000.00
8.00%	\$ 5,000.00	\$ 38,000.00	\$ 34,000.00
10.00%	\$ 6,000.00	\$ 48,000.00	\$ 43,000.00
10.00%	\$ 6,000.00	\$ 48,000.00	\$ 43,000.00
12.00%	\$ 7,000.00	\$ 57,000.00	\$ 51,000.00
0.00%	\$ -	\$ -	\$ -
F/A TOTAL	\$ 36,000.00	\$ 286,000.00	\$ 257,000.00
PROJECT TOTALS	\$ 92,750.00	\$ 756,800.00	\$ 677,350.00

Appendix B. Data Collection Sheets

Vehicle Volume Report - Hourly

Site Description: Neighbors Pkwy N.O. Bluegrass St
 Site Number: 3
 Start Date: 3/28/2023
 End Date: 3/29/2023

Time	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			3 Day Avg		5 Day Avg		7 Day Avg	
	4/3/23			3/28/23			3/29/23			3/30/23			3/31/23			4/1/23			4/2/23			Tue-Thu		Mon-Fri		Mon-Sun	
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	NB	SB	NB	SB
12:00 AM	-	-	-	0	3	3	0	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1:00 AM	-	-	-	1	1	2	1	0	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2:00 AM	-	-	-	2	2	4	1	2	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 AM	-	-	-	1	1	2	2	3	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 AM	-	-	-	15	2	17	10	1	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5:00 AM	-	-	-	28	1	29	41	5	46	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6:00 AM	-	-	-	64	17	81	61	14	75	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7:00 AM	-	-	-	108	46	154	94	47	141	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8:00 AM	-	-	-	65	136	201	76	106	182	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9:00 AM	-	-	-	31	69	100	45	62	107	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10:00 AM	-	-	-	24	23	47	30	25	55	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11:00 AM	-	-	-	27	23	50	34	24	58	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12:00 PM	-	-	-	26	27	53	27	33	60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1:00 PM	-	-	-	25	20	45	19	41	60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2:00 PM	-	-	-	42	46	88	41	35	76	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 PM	-	-	-	50	153	203	54	121	175	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	-	-	-	47	54	101	30	61	91	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5:00 PM	-	-	-	28	60	88	45	63	108	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6:00 PM	-	-	-	29	41	70	39	39	78	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7:00 PM	-	-	-	17	33	50	15	23	38	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8:00 PM	-	-	-	16	25	41	8	21	29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9:00 PM	-	-	-	3	18	21	2	14	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10:00 PM	-	-	-	3	7	10	3	8	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11:00 PM	-	-	-	2	5	7	1	7	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6:00 AM - 9:00 AM	-	-	-	237	199	436	231	167	398	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 PM - 6:00 PM	-	-	-	125	267	392	129	245	374	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6:00 AM - 7:00 PM	-	-	-	566	715	1281	595	671	1266	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12:00 AM - 12:00 AM	-	-	-	654	813	1467	679	757	1436	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Percent	-	-	-	44.6%	55.4%	100.0%	47.3%	52.7%	100.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
AM Peak	-	-	-	8:00 AM	9:00 AM		8:00 AM	9:00 AM		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PM Peak	-	-	-	3:00 PM	4:00 PM		3:00 PM	4:00 PM		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Vehicle Classification Report - Hourly

Site Description: Neighbors Pkwy N.O. Bluegrass St
Site Number: 3
Start Date: 3/28/2023
End Date: 3/29/2023

FHWA Vehicle Classification	
Class 1 - Motorcycles	Class 8 - Four or Fewer Axle Single-Trailer Trucks
Class 2 - Passenger Cars	Class 9 - Five-Axle Single-Trailer Trucks
Class 3 - Other Two-Axle, Four-Tire Single Unit Vehicles	Class 10 - Six or More Axle Single-Trailer Trucks
Class 4 - Buses	Class 11 - Five or fewer Axle Multi-Trailer Trucks
Class 5 - Two-Axle, Six-Tire, Single-Unit Trucks	Class 12 - Six-Axle Multi-Trailer Trucks
Class 6 - Three-Axle Single-Unit Trucks	Class 13 - Seven or More Axle Multi-Trailer Trucks
Class 7 - Four or More Axle Single-Unit Trucks	

		FHWA Vehicle Classification - Total Study												
	Total	1	2	3	4	5	6	7	8	9	10	11	12	13
Northbound	1333	3	1045	154	0	71	60	0	0	0	0	0	0	0
Percent	100.0%	0.2%	78.4%	11.6%	0.0%	5.3%	4.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Southbound	1570	0	1140	275	0	109	44	0	0	0	2	0	0	0
Percent	100.0%	0.0%	72.6%	17.5%	0.0%	6.9%	2.8%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
Total	2903	3	2185	429	0	180	104	0	0	0	2	0	0	0
Percent	100.0%	0.1%	75.3%	14.8%	0.0%	6.2%	3.6%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%

Site Description: Neighbors Pkwy N.O. Bluegrass St
 Site Number: 3
 Start Date: 3/28/2023
 End Date: 3/29/2023

Vehicle Classification Report (Northbound - 03/28/2023)

Tuesday	Total	Northbound												
		Classes												
		1	2	3	4	5	6	7	8	9	10	11	12	13
3/28/23														
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	1	0	1	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	2	0	2	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	1	0	1	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	15	0	11	1	0	3	0	0	0	0	0	0	0	0
5:00 AM	28	0	24	1	0	3	0	0	0	0	0	0	0	0
6:00 AM	64	0	58	1	0	3	2	0	0	0	0	0	0	0
7:00 AM	108	0	101	1	0	2	4	0	0	0	0	0	0	0
8:00 AM	65	0	47	11	0	5	2	0	0	0	0	0	0	0
9:00 AM	31	0	23	3	0	3	2	0	0	0	0	0	0	0
10:00 AM	24	1	18	2	0	1	2	0	0	0	0	0	0	0
11:00 AM	27	0	22	4	0	1	0	0	0	0	0	0	0	0
12:00 PM	26	0	22	1	0	2	1	0	0	0	0	0	0	0
1:00 PM	25	0	21	2	0	1	1	0	0	0	0	0	0	0
2:00 PM	42	0	28	8	0	3	3	0	0	0	0	0	0	0
3:00 PM	50	0	25	22	0	3	0	0	0	0	0	0	0	0
4:00 PM	47	0	39	6	0	0	2	0	0	0	0	0	0	0
5:00 PM	28	0	20	3	0	2	3	0	0	0	0	0	0	0
6:00 PM	29	0	22	3	0	3	1	0	0	0	0	0	0	0
7:00 PM	17	0	15	1	0	1	0	0	0	0	0	0	0	0
8:00 PM	16	0	10	3	0	0	3	0	0	0	0	0	0	0
9:00 PM	3	0	3	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	3	0	3	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	2	0	1	1	0	0	0	0	0	0	0	0	0	0
6:00 AM - 9:00 AM	237	0	206	13	0	10	8	0	0	0	0	0	0	0
3:00 PM - 6:00 PM	125	0	84	31	0	5	5	0	0	0	0	0	0	0
6:00 AM - 7:00 PM	566	1	446	67	0	29	23	0	0	0	0	0	0	0
12:00 AM - 12:00 AM	654	1	517	74	0	36	26	0	0	0	0	0	0	0
Percent	100%	0.2%	79.1%	11.3%	0.0%	5.5%	4.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Site Description: Neighbors Pkwy N.O. Bluegrass St
 Site Number: 3
 Start Date: 3/28/2023
 End Date: 3/29/2023

Vehicle Classification Report (Southbound - 03/28/2023)

Tuesday	Total	Southbound												
		Classes												
		1	2	3	4	5	6	7	8	9	10	11	12	13
3/28/23														
12:00 AM	3	0	2	1	0	0	0	0	0	0	0	0	0	0
1:00 AM	1	0	0	0	0	1	0	0	0	0	0	0	0	0
2:00 AM	2	0	2	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	1	0	1	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	2	0	1	0	0	1	0	0	0	0	0	0	0	0
5:00 AM	1	0	1	0	0	0	0	0	0	0	0	0	0	0
6:00 AM	17	0	12	2	0	2	1	0	0	0	0	0	0	0
7:00 AM	46	0	35	8	0	2	1	0	0	0	0	0	0	0
8:00 AM	136	0	97	26	0	7	6	0	0	0	0	0	0	0
9:00 AM	69	0	50	11	0	7	1	0	0	0	0	0	0	0
10:00 AM	23	0	22	0	0	1	0	0	0	0	0	0	0	0
11:00 AM	23	0	18	3	0	2	0	0	0	0	0	0	0	0
12:00 PM	27	0	19	8	0	0	0	0	0	0	0	0	0	0
1:00 PM	20	0	14	2	0	3	1	0	0	0	0	0	0	0
2:00 PM	46	0	31	8	0	5	2	0	0	0	0	0	0	0
3:00 PM	153	0	110	31	0	3	9	0	0	0	0	0	0	0
4:00 PM	54	0	35	11	0	4	4	0	0	0	0	0	0	0
5:00 PM	60	0	43	7	0	9	1	0	0	0	0	0	0	0
6:00 PM	41	0	30	9	0	1	1	0	0	0	0	0	0	0
7:00 PM	33	0	24	5	0	2	2	0	0	0	0	0	0	0
8:00 PM	25	0	18	6	0	1	0	0	0	0	0	0	0	0
9:00 PM	18	0	12	4	0	1	1	0	0	0	0	0	0	0
10:00 PM	7	0	7	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	5	0	4	1	0	0	0	0	0	0	0	0	0	0
6:00 AM - 9:00 AM	199	0	144	36	0	11	8	0	0	0	0	0	0	0
3:00 PM - 6:00 PM	267	0	188	49	0	16	14	0	0	0	0	0	0	0
6:00 AM - 7:00 PM	715	0	516	126	0	46	27	0	0	0	0	0	0	0
12:00 AM - 12:00 AM	813	0	588	143	0	52	30	0	0	0	0	0	0	0
Percent	100%	0.0%	72.3%	17.6%	0.0%	6.4%	3.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Site Description: Neighbors Pkwy N.O. Bluegrass St
 Site Number: 3
 Start Date: 3/28/2023
 End Date: 3/29/2023

Vehicle Classification Report (Northbound - 03/29/2023)

Wednesday	Total	Northbound												
		Classes												
		1	2	3	4	5	6	7	8	9	10	11	12	13
3/29/23														
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	1	0	1	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	1	0	1	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	2	0	2	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	10	0	8	1	0	1	0	0	0	0	0	0	0	0
5:00 AM	41	0	38	1	0	2	0	0	0	0	0	0	0	0
6:00 AM	61	0	55	0	0	3	3	0	0	0	0	0	0	0
7:00 AM	94	0	80	5	0	3	6	0	0	0	0	0	0	0
8:00 AM	76	1	65	5	0	2	3	0	0	0	0	0	0	0
9:00 AM	45	0	36	5	0	2	2	0	0	0	0	0	0	0
10:00 AM	30	0	26	2	0	1	1	0	0	0	0	0	0	0
11:00 AM	34	0	27	6	0	1	0	0	0	0	0	0	0	0
12:00 PM	27	0	20	3	0	3	1	0	0	0	0	0	0	0
1:00 PM	19	0	14	1	0	3	1	0	0	0	0	0	0	0
2:00 PM	41	1	22	13	0	1	4	0	0	0	0	0	0	0
3:00 PM	54	0	32	17	0	4	1	0	0	0	0	0	0	0
4:00 PM	30	0	20	5	0	4	1	0	0	0	0	0	0	0
5:00 PM	45	0	38	4	0	1	2	0	0	0	0	0	0	0
6:00 PM	39	0	23	7	0	4	5	0	0	0	0	0	0	0
7:00 PM	15	0	12	1	0	0	2	0	0	0	0	0	0	0
8:00 PM	8	0	5	2	0	0	1	0	0	0	0	0	0	0
9:00 PM	2	0	0	1	0	0	1	0	0	0	0	0	0	0
10:00 PM	3	0	2	1	0	0	0	0	0	0	0	0	0	0
11:00 PM	1	0	1	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 9:00 AM	231	1	200	10	0	8	12	0	0	0	0	0	0	0
3:00 PM - 6:00 PM	129	0	90	26	0	9	4	0	0	0	0	0	0	0
6:00 AM - 7:00 PM	595	2	458	73	0	32	30	0	0	0	0	0	0	0
12:00 AM - 12:00 AM	679	2	528	80	0	35	34	0	0	0	0	0	0	0
Percent	100%	0.3%	77.8%	11.8%	0.0%	5.2%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Site Description: Neighbors Pkwy N.O. Bluegrass St
 Site Number: 3
 Start Date: 3/28/2023
 End Date: 3/29/2023

Vehicle Classification Report (Southbound - 03/29/2023)

Wednesday	Total	Southbound												
		Classes												
		1	2	3	4	5	6	7	8	9	10	11	12	13
3/29/23														
12:00 AM	2	0	1	1	0	0	0	0	0	0	0	0	0	0
1:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	2	0	2	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	3	0	2	1	0	0	0	0	0	0	0	0	0	0
4:00 AM	1	0	0	0	0	1	0	0	0	0	0	0	0	0
5:00 AM	5	0	4	0	0	0	0	0	0	0	1	0	0	0
6:00 AM	14	0	12	1	0	1	0	0	0	0	0	0	0	0
7:00 AM	47	0	44	2	0	1	0	0	0	0	0	0	0	0
8:00 AM	106	0	76	14	0	7	8	0	0	0	1	0	0	0
9:00 AM	62	0	45	9	0	7	1	0	0	0	0	0	0	0
10:00 AM	25	0	14	9	0	2	0	0	0	0	0	0	0	0
11:00 AM	24	0	14	6	0	4	0	0	0	0	0	0	0	0
12:00 PM	33	0	21	6	0	6	0	0	0	0	0	0	0	0
1:00 PM	41	0	30	8	0	2	1	0	0	0	0	0	0	0
2:00 PM	35	0	21	10	0	4	0	0	0	0	0	0	0	0
3:00 PM	121	0	90	26	0	4	1	0	0	0	0	0	0	0
4:00 PM	61	0	43	14	0	4	0	0	0	0	0	0	0	0
5:00 PM	63	0	47	9	0	6	1	0	0	0	0	0	0	0
6:00 PM	39	0	31	4	0	4	0	0	0	0	0	0	0	0
7:00 PM	23	0	19	2	0	1	1	0	0	0	0	0	0	0
8:00 PM	21	0	14	4	0	2	1	0	0	0	0	0	0	0
9:00 PM	14	0	12	2	0	0	0	0	0	0	0	0	0	0
10:00 PM	8	0	6	1	0	1	0	0	0	0	0	0	0	0
11:00 PM	7	0	4	3	0	0	0	0	0	0	0	0	0	0
6:00 AM - 9:00 AM	167	0	132	17	0	9	8	0	0	0	1	0	0	0
3:00 PM - 6:00 PM	245	0	180	49	0	14	2	0	0	0	0	0	0	0
6:00 AM - 7:00 PM	671	0	488	118	0	52	12	0	0	0	1	0	0	0
12:00 AM - 12:00 AM	757	0	552	132	0	57	14	0	0	0	2	0	0	0
Percent	100%	0.0%	72.9%	17.4%	0.0%	7.5%	1.8%	0.0%	0.0%	0.0%	0.3%	0.0%	0.0%	0.0%

Vehicle Speed Report - Hourly

Site Description: Neighbors Pkwy N.O. Bluegrass St
 Site Number: 3
 Start Date: 3/28/2023
 End Date: 3/29/2023

Total Study Speed Summary		
	Northbound	Southbound
Average Speed	27.0 mph	21.8 mph
50th Percentile	28.3 mph	22.7 mph
85th Percentile	31.8 mph	27.4 mph
95th Percentile	33.1 mph	29.7 mph

Speed Range (MPH) - Total Study																					
	Total	0-10	10-15	15-20	20-25	25-30	30-35	35-40	40-45	45-50	50-55	55-60	60-65	65-70	70-75	75-80	80-85	85-90	90-95	95-100	100+
Northbound	1333	2	38	100	235	555	367	33	3	0	0	0	0	0	0	0	0	0	0	0	0
Percent	100.0%	0.2%	2.9%	7.5%	17.6%	41.6%	27.5%	2.5%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Southbound	1570	54	156	320	519	447	68	6	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent	100.0%	3.4%	9.9%	20.4%	33.1%	28.5%	4.3%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	2903	56	194	420	754	1002	435	39	3	0	0	0	0	0	0	0	0	0	0	0	0
Percent	100.0%	1.9%	6.7%	14.5%	26.0%	34.5%	15.0%	1.3%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Site Description: Neighbors Pkwy N.O. Bluegrass St
 Site Number: 3
 Start Date: 3/28/2023
 End Date: 3/29/2023

Vehicle Speed Report (Northbound - 03/28/2023)

Tuesday	Northbound																				
3/28/23	Total	0-10	10-15	15-20	20-25	25-30	30-35	35-40	40-45	45-50	50-55	55-60	60-65	65-70	70-75	75-80	80-85	85-90	90-95	95-100	100+
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	2	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	15	0	0	0	1	1	7	6	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	28	0	0	0	0	7	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM	64	0	0	0	2	30	30	2	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	108	0	0	5	42	36	23	2	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	65	0	4	22	19	12	7	1	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 AM	31	0	0	4	3	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	24	0	1	0	2	12	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	27	0	0	1	4	19	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	26	0	0	0	2	13	8	3	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	25	0	0	0	1	22	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	42	0	0	3	14	12	12	1	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	50	2	11	13	18	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	47	0	0	0	4	35	5	2	1	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	28	0	0	0	13	12	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0
6:00 PM	29	0	0	1	2	11	14	1	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 PM	17	0	0	0	1	12	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 PM	16	0	1	0	3	4	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 PM	3	0	0	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	3	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	2	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 9:00 AM	237	0	4	27	63	78	60	5	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM - 6:00 PM	125	2	11	13	35	52	8	2	2	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 7:00 PM	566	2	16	49	126	227	132	12	2	0	0	0	0	0	0	0	0	0	0	0	0
12:00 AM - 12:00 AM	654	2	17	49	133	259	173	19	2	0	0	0	0	0	0	0	0	0	0	0	0
Percent	100%	0.3%	2.6%	7.5%	20.3%	39.6%	26.5%	2.9%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
50th Percentile	28.3 mph																				
85th Percentile	31.8 mph																				
95th Percentile	33.8 mph																				

Site Description: Neighbors Pkwy N.O. Bluegrass St
 Site Number: 3
 Start Date: 3/28/2023
 End Date: 3/29/2023

Vehicle Speed Report (Southbound - 03/28/2023)

Tuesday	Southbound																				
3/28/23	Total	0-10	10-15	15-20	20-25	25-30	30-35	35-40	40-45	45-50	50-55	55-60	60-65	65-70	70-75	75-80	80-85	85-90	90-95	95-100	100+
12:00 AM	3	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	2	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	2	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM	17	0	0	2	4	9	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	46	0	0	2	21	21	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	136	15	36	43	34	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 AM	69	0	4	27	31	6	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	23	0	0	2	14	6	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	23	0	0	5	10	7	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	27	0	0	2	7	17	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	20	0	0	2	8	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	46	0	0	2	27	15	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	153	9	50	54	33	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	54	0	0	5	18	26	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	60	0	0	5	24	23	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 PM	41	0	0	1	8	29	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 PM	33	0	0	1	8	23	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 PM	25	0	2	1	4	16	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 PM	18	0	0	1	4	10	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	7	0	0	0	2	4	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	5	0	0	0	1	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 9:00 AM	199	15	36	47	59	38	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM - 6:00 PM	267	9	50	64	75	56	13	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 7:00 PM	715	24	90	152	239	184	24	2	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 AM - 12:00 AM	813	24	92	155	261	245	32	4	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent	100%	3.0%	11.3%	19.1%	32.1%	30.1%	3.9%	0.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
50th Percentile	22.7 mph																				
85th Percentile	27.5 mph																				
95th Percentile	29.6 mph																				

Site Description: Neighbors Pkwy N.O. Bluegrass St
 Site Number: 3
 Start Date: 3/28/2023
 End Date: 3/29/2023

Vehicle Speed Report (Northbound - 03/29/2023)

Wednesday		Northbound																			
3/29/23	Total	0-10	10-15	15-20	20-25	25-30	30-35	35-40	40-45	45-50	50-55	55-60	60-65	65-70	70-75	75-80	80-85	85-90	90-95	95-100	100+
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	2	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	10	0	0	0	0	0	9	1	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	41	0	0	0	0	8	32	1	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM	61	0	0	0	0	36	24	1	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	94	0	0	4	8	65	16	1	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	76	0	8	11	19	15	23	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 AM	45	0	1	0	5	24	14	1	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	30	0	0	0	1	18	9	1	1	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	34	0	0	1	0	11	19	3	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	27	0	0	1	6	12	7	1	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	19	0	0	1	3	6	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	41	0	0	5	8	22	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	54	0	9	20	16	8	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	30	0	0	3	11	14	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	45	0	1	2	9	16	16	1	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 PM	39	0	0	3	9	23	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 PM	15	0	0	0	2	13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 PM	8	0	1	0	2	2	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 PM	2	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	3	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 9:00 AM	231	0	8	15	27	116	63	2	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM - 6:00 PM	129	0	10	25	36	38	19	1	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 7:00 PM	595	0	19	51	95	270	149	10	1	0	0	0	0	0	0	0	0	0	0	0	0
12:00 AM - 12:00 AM	679	0	21	51	102	296	194	14	1	0	0	0	0	0	0	0	0	0	0	0	0
Percent	100%	0.0%	3.1%	7.5%	15.0%	43.6%	28.6%	2.1%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
50th Percentile	28.3 mph																				
85th Percentile	31.6 mph																				
95th Percentile	33.0 mph																				

Site Description: Neighbors Pkwy N.O. Bluegrass St
 Site Number: 3
 Start Date: 3/28/2023
 End Date: 3/29/2023

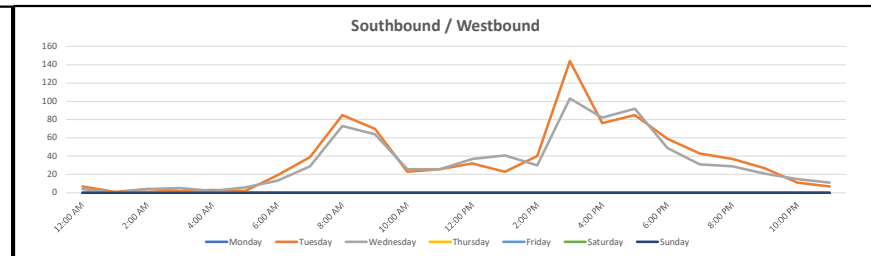
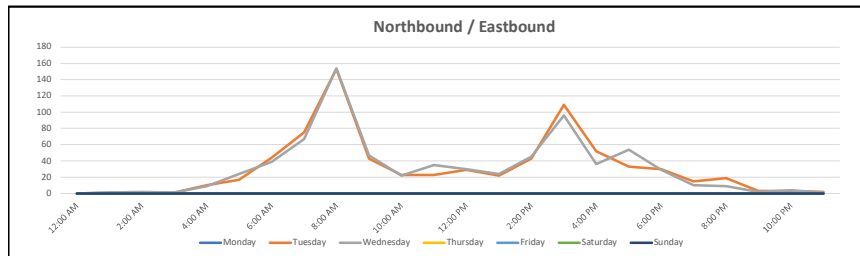
Vehicle Speed Report (Southbound - 03/29/2023)

Wednesday		Southbound																			
3/29/23	Total	0-10	10-15	15-20	20-25	25-30	30-35	35-40	40-45	45-50	50-55	55-60	60-65	65-70	70-75	75-80	80-85	85-90	90-95	95-100	100+
12:00 AM	2	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	2	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	3	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	5	0	0	3	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM	14	0	0	5	8	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	47	0	0	4	35	7	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	106	2	31	60	12	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 AM	62	0	1	23	24	11	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	25	0	0	3	13	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	24	0	0	2	9	11	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	33	0	0	4	12	13	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	41	0	1	3	11	22	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	35	0	0	3	21	8	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	121	28	29	42	17	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	61	0	1	5	23	28	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	63	0	0	3	22	32	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 PM	39	0	0	0	19	19	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 PM	23	0	0	2	12	8	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 PM	21	0	1	2	11	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 PM	14	0	0	0	6	7	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	8	0	0	1	1	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	7	0	0	0	1	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 9:00 AM	167	2	31	69	55	9	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM - 6:00 PM	245	28	30	50	62	65	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 7:00 PM	671	30	63	157	226	167	26	2	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 AM - 12:00 AM	757	30	64	165	258	202	36	2	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent	100%	4.0%	8.5%	21.8%	34.1%	26.7%	4.8%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
50th Percentile	22.7 mph																				
85th Percentile	27.4 mph																				
95th Percentile	30.0 mph																				

Vehicle Volume Report - Hourly

Site Description: Neighbors Pkwy S.O. Bluegrass St
 Site Number: 4
 Start Date: 3/28/2023
 End Date: 3/29/2023

Time	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			3 Day Avg		5 Day Avg		7 Day Avg	
	4/3/23			3/28/23			3/29/23			3/30/23			3/31/23			4/1/23			4/2/23			Tue-Thu		Mon-Fri		Mon-Sun	
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	NB	SB	NB	SB
12:00 AM	-	-	-	0	7	7	0	4	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1:00 AM	-	-	-	1	1	2	1	0	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2:00 AM	-	-	-	1	4	5	2	4	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 AM	-	-	-	1	2	3	1	5	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 AM	-	-	-	10	3	13	9	2	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5:00 AM	-	-	-	17	2	19	24	6	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6:00 AM	-	-	-	44	19	63	39	13	52	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7:00 AM	-	-	-	75	39	114	67	29	96	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8:00 AM	-	-	-	153	85	238	154	73	227	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9:00 AM	-	-	-	43	70	113	47	64	111	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10:00 AM	-	-	-	23	23	46	22	26	48	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11:00 AM	-	-	-	23	26	49	35	26	61	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12:00 PM	-	-	-	29	32	61	30	37	67	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1:00 PM	-	-	-	22	23	45	24	41	65	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2:00 PM	-	-	-	43	40	83	45	30	75	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 PM	-	-	-	109	144	253	96	103	199	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	-	-	-	52	76	128	36	82	118	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5:00 PM	-	-	-	33	85	118	54	92	146	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6:00 PM	-	-	-	30	59	89	29	49	78	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7:00 PM	-	-	-	15	43	58	10	31	41	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8:00 PM	-	-	-	19	37	56	9	29	38	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9:00 PM	-	-	-	3	27	30	2	21	23	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10:00 PM	-	-	-	3	11	14	4	15	19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11:00 PM	-	-	-	2	7	9	1	11	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6:00 AM - 9:00 AM	-	-	-	272	143	415	260	115	375	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 PM - 6:00 PM	-	-	-	194	305	499	186	277	463	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6:00 AM - 7:00 PM	-	-	-	679	721	1400	678	665	1343	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12:00 AM - 12:00 AM	-	-	-	751	865	1616	741	793	1534	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Percent	-	-	-	46.5%	53.5%	100.0%	48.3%	51.7%	100.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
AM Peak	-	-	-	8:00 AM	9:00 AM		8:00 AM	9:00 AM		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PM Peak	-	-	-	3:00 PM	4:00 PM		3:00 PM	4:00 PM		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Vehicle Classification Report - Hourly

Site Description: Neighbors Pkwy S.O. Bluegrass St
Site Number: 4
Start Date: 3/28/2023
End Date: 3/29/2023

FHWA Vehicle Classification	
Class 1 - Motorcycles	Class 8 - Four or Fewer Axle Single-Trailer Trucks
Class 2 - Passenger Cars	Class 9 - Five-Axle Single-Trailer Trucks
Class 3 - Other Two-Axle, Four-Tire Single Unit Vehicles	Class 10 - Six or More Axle Single-Trailer Trucks
Class 4 - Buses	Class 11 - Five or fewer Axle Multi-Trailer Trucks
Class 5 - Two-Axle, Six-Tire, Single-Unit Trucks	Class 12 - Six-Axle Multi-Trailer Trucks
Class 6 - Three-Axle Single-Unit Trucks	Class 13 - Seven or More Axle Multi-Trailer Trucks
Class 7 - Four or More Axle Single-Unit Trucks	

		FHWA Vehicle Classification - Total Study												
	Total	1	2	3	4	5	6	7	8	9	10	11	12	13
Northbound	1492	4	1191	199	0	62	36	0	0	0	0	0	0	0
Percent	100.0%	0.3%	79.8%	13.3%	0.0%	4.2%	2.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Southbound	1658	7	1413	158	1	68	11	0	0	0	0	0	0	0
Percent	100.0%	0.4%	85.2%	9.5%	0.1%	4.1%	0.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	3150	11	2604	357	1	130	47	0	0	0	0	0	0	0
Percent	100.0%	0.3%	82.7%	11.3%	0.0%	4.1%	1.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Site Description: Neighbors Pkwy S.O. Bluegrass St
 Site Number: 4
 Start Date: 3/28/2023
 End Date: 3/29/2023

Vehicle Classification Report (Northbound - 03/28/2023)

Tuesday	Total	Northbound												
		Classes												
		1	2	3	4	5	6	7	8	9	10	11	12	13
3/28/23														
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	1	0	1	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	1	0	0	1	0	0	0	0	0	0	0	0	0	0
3:00 AM	1	0	1	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	10	0	6	3	0	1	0	0	0	0	0	0	0	0
5:00 AM	17	0	11	4	0	1	1	0	0	0	0	0	0	0
6:00 AM	44	0	33	8	0	2	1	0	0	0	0	0	0	0
7:00 AM	75	0	56	14	0	3	2	0	0	0	0	0	0	0
8:00 AM	153	0	122	21	0	7	3	0	0	0	0	0	0	0
9:00 AM	43	0	32	5	0	3	3	0	0	0	0	0	0	0
10:00 AM	23	0	18	5	0	0	0	0	0	0	0	0	0	0
11:00 AM	23	0	20	2	0	1	0	0	0	0	0	0	0	0
12:00 PM	29	0	26	1	0	1	1	0	0	0	0	0	0	0
1:00 PM	22	0	20	2	0	0	0	0	0	0	0	0	0	0
2:00 PM	43	0	34	5	0	2	2	0	0	0	0	0	0	0
3:00 PM	109	2	90	13	0	3	1	0	0	0	0	0	0	0
4:00 PM	52	0	44	5	0	2	1	0	0	0	0	0	0	0
5:00 PM	33	0	28	4	0	0	1	0	0	0	0	0	0	0
6:00 PM	30	0	23	3	0	3	1	0	0	0	0	0	0	0
7:00 PM	15	0	13	2	0	0	0	0	0	0	0	0	0	0
8:00 PM	19	0	16	3	0	0	0	0	0	0	0	0	0	0
9:00 PM	3	0	3	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	3	0	3	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	2	0	1	1	0	0	0	0	0	0	0	0	0	0
6:00 AM - 9:00 AM	272	0	211	43	0	12	6	0	0	0	0	0	0	0
3:00 PM - 6:00 PM	194	2	162	22	0	5	3	0	0	0	0	0	0	0
6:00 AM - 7:00 PM	679	2	546	88	0	27	16	0	0	0	0	0	0	0
12:00 AM - 12:00 AM	751	2	601	102	0	29	17	0	0	0	0	0	0	0
Percent	100%	0.3%	80.0%	13.6%	0.0%	3.9%	2.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Site Description: Neighbors Pkwy S.O. Bluegrass St
 Site Number: 4
 Start Date: 3/28/2023
 End Date: 3/29/2023

Vehicle Classification Report (Southbound - 03/28/2023)

Tuesday	Total	Southbound												
		Classes												
		1	2	3	4	5	6	7	8	9	10	11	12	13
3/28/23														
12:00 AM	7	0	7	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	1	0	0	0	0	1	0	0	0	0	0	0	0	0
2:00 AM	4	0	4	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	2	0	2	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	3	0	3	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	2	0	2	0	0	0	0	0	0	0	0	0	0	0
6:00 AM	19	0	17	1	1	0	0	0	0	0	0	0	0	0
7:00 AM	39	0	34	1	0	3	1	0	0	0	0	0	0	0
8:00 AM	85	0	73	6	0	3	3	0	0	0	0	0	0	0
9:00 AM	70	0	61	6	0	1	2	0	0	0	0	0	0	0
10:00 AM	23	0	21	0	0	2	0	0	0	0	0	0	0	0
11:00 AM	26	0	23	2	0	1	0	0	0	0	0	0	0	0
12:00 PM	32	0	26	3	0	2	1	0	0	0	0	0	0	0
1:00 PM	23	0	17	4	0	2	0	0	0	0	0	0	0	0
2:00 PM	40	0	29	8	0	3	0	0	0	0	0	0	0	0
3:00 PM	144	0	116	15	0	10	3	0	0	0	0	0	0	0
4:00 PM	76	0	62	13	0	1	0	0	0	0	0	0	0	0
5:00 PM	85	0	72	7	0	5	1	0	0	0	0	0	0	0
6:00 PM	59	0	47	10	0	2	0	0	0	0	0	0	0	0
7:00 PM	43	0	37	5	0	1	0	0	0	0	0	0	0	0
8:00 PM	37	0	34	3	0	0	0	0	0	0	0	0	0	0
9:00 PM	27	0	27	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	11	0	11	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	7	0	7	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 9:00 AM	143	0	124	8	1	6	4	0	0	0	0	0	0	0
3:00 PM - 6:00 PM	305	0	250	35	0	16	4	0	0	0	0	0	0	0
6:00 AM - 7:00 PM	721	0	598	76	1	35	11	0	0	0	0	0	0	0
12:00 AM - 12:00 AM	865	0	732	84	1	37	11	0	0	0	0	0	0	0
Percent	100%	0.0%	84.6%	9.7%	0.1%	4.3%	1.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Site Description: Neighbors Pkwy S.O. Bluegrass St
 Site Number: 4
 Start Date: 3/28/2023
 End Date: 3/29/2023

Vehicle Classification Report (Northbound - 03/29/2023)

Wednesday	Total	Northbound												
		Classes												
		1	2	3	4	5	6	7	8	9	10	11	12	13
3/29/23														
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	1	0	1	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	2	0	2	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	1	0	1	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	9	0	7	1	0	1	0	0	0	0	0	0	0	0
5:00 AM	24	0	16	5	0	1	2	0	0	0	0	0	0	0
6:00 AM	39	0	29	5	0	3	2	0	0	0	0	0	0	0
7:00 AM	67	0	52	11	0	3	1	0	0	0	0	0	0	0
8:00 AM	154	0	123	22	0	6	3	0	0	0	0	0	0	0
9:00 AM	47	0	40	4	0	2	1	0	0	0	0	0	0	0
10:00 AM	22	0	14	6	0	1	1	0	0	0	0	0	0	0
11:00 AM	35	0	29	5	0	1	0	0	0	0	0	0	0	0
12:00 PM	30	0	23	2	0	3	2	0	0	0	0	0	0	0
1:00 PM	24	0	19	4	0	1	0	0	0	0	0	0	0	0
2:00 PM	45	1	35	3	0	4	2	0	0	0	0	0	0	0
3:00 PM	96	1	78	13	0	3	1	0	0	0	0	0	0	0
4:00 PM	36	0	28	5	0	2	1	0	0	0	0	0	0	0
5:00 PM	54	0	47	5	0	0	2	0	0	0	0	0	0	0
6:00 PM	29	0	24	3	0	2	0	0	0	0	0	0	0	0
7:00 PM	10	0	8	1	0	0	1	0	0	0	0	0	0	0
8:00 PM	9	0	8	1	0	0	0	0	0	0	0	0	0	0
9:00 PM	2	0	1	1	0	0	0	0	0	0	0	0	0	0
10:00 PM	4	0	4	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	1	0	1	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 9:00 AM	260	0	204	38	0	12	6	0	0	0	0	0	0	0
3:00 PM - 6:00 PM	186	1	153	23	0	5	4	0	0	0	0	0	0	0
6:00 AM - 7:00 PM	678	2	541	88	0	31	16	0	0	0	0	0	0	0
12:00 AM - 12:00 AM	741	2	590	97	0	33	19	0	0	0	0	0	0	0
Percent	100%	0.3%	79.6%	13.1%	0.0%	4.5%	2.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Site Description: Neighbors Pkwy S.O. Bluegrass St
 Site Number: 4
 Start Date: 3/28/2023
 End Date: 3/29/2023

Vehicle Classification Report (Southbound - 03/29/2023)

Wednesday	Total	Southbound												
		Classes												
		1	2	3	4	5	6	7	8	9	10	11	12	13
3/29/23														
12:00 AM	4	0	4	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	4	0	4	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	5	0	5	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	2	0	2	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	6	0	6	0	0	0	0	0	0	0	0	0	0	0
6:00 AM	13	0	11	1	0	1	0	0	0	0	0	0	0	0
7:00 AM	29	0	26	2	0	1	0	0	0	0	0	0	0	0
8:00 AM	73	2	61	9	0	1	0	0	0	0	0	0	0	0
9:00 AM	64	0	52	7	0	5	0	0	0	0	0	0	0	0
10:00 AM	26	2	22	1	0	1	0	0	0	0	0	0	0	0
11:00 AM	26	0	20	4	0	2	0	0	0	0	0	0	0	0
12:00 PM	37	1	33	1	0	2	0	0	0	0	0	0	0	0
1:00 PM	41	0	34	6	0	1	0	0	0	0	0	0	0	0
2:00 PM	30	0	26	4	0	0	0	0	0	0	0	0	0	0
3:00 PM	103	1	79	17	0	6	0	0	0	0	0	0	0	0
4:00 PM	82	1	67	11	0	3	0	0	0	0	0	0	0	0
5:00 PM	92	0	82	6	0	4	0	0	0	0	0	0	0	0
6:00 PM	49	0	44	3	0	2	0	0	0	0	0	0	0	0
7:00 PM	31	0	29	1	0	1	0	0	0	0	0	0	0	0
8:00 PM	29	0	27	1	0	1	0	0	0	0	0	0	0	0
9:00 PM	21	0	21	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	15	0	15	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	11	0	11	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 9:00 AM	115	2	98	12	0	3	0	0	0	0	0	0	0	0
3:00 PM - 6:00 PM	277	2	228	34	0	13	0	0	0	0	0	0	0	0
6:00 AM - 7:00 PM	665	7	557	72	0	29	0	0	0	0	0	0	0	0
12:00 AM - 12:00 AM	793	7	681	74	0	31	0	0	0	0	0	0	0	0
Percent	100%	0.9%	85.9%	9.3%	0.0%	3.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Vehicle Speed Report - Hourly

Site Description: Neighbors Pkwy S.O. Bluegrass St
Site Number: 4
Start Date: 3/28/2023
End Date: 3/29/2023

Total Study Speed Summary		
	Northbound	Southbound
Average Speed	23.2 mph	21.4 mph
50th Percentile	23.7 mph	22.3 mph
85th Percentile	28.0 mph	25.3 mph
95th Percentile	30.3 mph	27.4 mph

Speed Range (MPH) - Total Study																					
	Total	0-10	10-15	15-20	20-25	25-30	30-35	35-40	40-45	45-50	50-55	55-60	60-65	65-70	70-75	75-80	80-85	85-90	90-95	95-100	100+
Northbound	1492	27	71	227	596	477	88	5	1	0	0	0	0	0	0	0	0	0	0	0	0
Percent	100.0%	1.8%	4.8%	15.2%	39.9%	32.0%	5.9%	0.3%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Southbound	1658	67	108	232	950	281	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent	100.0%	4.0%	6.5%	14.0%	57.3%	16.9%	1.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	3150	94	179	459	1546	758	108	5	1	0	0	0	0	0	0	0	0	0	0	0	0
Percent	100.0%	3.0%	5.7%	14.6%	49.1%	24.1%	3.4%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Site Description: Neighbors Pkwy S.O. Bluegrass St
 Site Number: 4
 Start Date: 3/28/2023
 End Date: 3/29/2023

Vehicle Speed Report (Northbound - 03/28/2023)

Tuesday	Northbound																				
3/28/23	Total	0-10	10-15	15-20	20-25	25-30	30-35	35-40	40-45	45-50	50-55	55-60	60-65	65-70	70-75	75-80	80-85	85-90	90-95	95-100	100+
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	10	0	0	1	2	2	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	17	0	0	1	0	10	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM	44	0	0	0	14	20	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	75	0	1	3	32	35	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	153	4	15	67	52	13	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 AM	43	0	2	2	17	16	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	23	0	0	0	9	12	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	23	1	0	2	6	12	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	29	0	0	1	11	14	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	22	0	1	0	9	11	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	43	0	1	4	16	20	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	109	9	19	27	51	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	52	0	0	6	23	19	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	33	0	1	1	19	11	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 PM	30	0	1	0	11	14	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 PM	15	0	0	0	7	6	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 PM	19	0	2	0	9	7	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 PM	3	0	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	3	0	0	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	2	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 9:00 AM	272	4	16	70	98	68	15	1	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM - 6:00 PM	194	9	20	34	93	33	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 7:00 PM	679	14	41	113	270	200	37	4	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 AM - 12:00 AM	751	14	43	115	291	231	52	5	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent	100%	1.9%	5.7%	15.3%	38.7%	30.8%	6.9%	0.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
50th Percentile	23.7 mph																				
85th Percentile	28.4 mph																				
95th Percentile	30.7 mph																				

Site Description: Neighbors Pkwy S.O. Bluegrass St
 Site Number: 4
 Start Date: 3/28/2023
 End Date: 3/29/2023

Vehicle Speed Report (Southbound - 03/28/2023)

Tuesday	Southbound																				
3/28/23	Total	0-10	10-15	15-20	20-25	25-30	30-35	35-40	40-45	45-50	50-55	55-60	60-65	65-70	70-75	75-80	80-85	85-90	90-95	95-100	100+
12:00 AM	7	0	0	0	2	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	4	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	2	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	3	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	2	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM	19	0	1	0	1	17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	39	0	0	3	32	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	85	0	3	28	53	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 AM	70	1	1	27	28	12	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	23	1	0	5	16	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	26	0	0	2	19	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	32	0	2	2	18	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	23	0	0	1	20	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	40	0	0	2	29	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	144	32	59	17	31	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	76	0	0	6	61	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	85	0	1	3	70	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 PM	59	0	1	5	40	13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 PM	43	0	1	0	29	12	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 PM	37	0	1	3	19	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 PM	27	0	0	0	20	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	11	0	0	0	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	7	0	0	1	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 9:00 AM	143	0	4	31	86	20	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM - 6:00 PM	305	32	60	26	162	25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 7:00 PM	721	34	68	101	418	97	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 AM - 12:00 AM	865	34	70	105	505	146	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent	100%	3.9%	8.1%	12.1%	58.4%	16.9%	0.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
50th Percentile	22.4 mph																				
85th Percentile	25.3 mph																				
95th Percentile	27.2 mph																				

Site Description: Neighbors Pkwy S.O. Bluegrass St
 Site Number: 4
 Start Date: 3/28/2023
 End Date: 3/29/2023

Vehicle Speed Report (Northbound - 03/29/2023)

Wednesday		Northbound																			
3/29/23	Total	0-10	10-15	15-20	20-25	25-30	30-35	35-40	40-45	45-50	50-55	55-60	60-65	65-70	70-75	75-80	80-85	85-90	90-95	95-100	100+
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	2	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	9	0	0	0	3	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	24	0	1	0	6	15	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM	39	0	0	1	14	20	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	67	0	0	3	36	23	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	154	6	13	50	69	13	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 AM	47	0	0	2	16	28	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	22	0	0	3	7	10	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	35	0	0	2	6	23	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	30	0	0	2	17	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	24	0	0	0	8	14	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	45	0	0	1	26	15	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	96	4	11	35	42	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	36	1	2	4	16	12	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	54	0	1	5	14	32	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 PM	29	0	0	3	13	10	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 PM	10	0	0	0	6	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 PM	9	1	0	1	3	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 PM	2	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	4	0	0	0	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 9:00 AM	260	6	13	54	119	56	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM - 6:00 PM	186	5	14	44	72	47	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 7:00 PM	678	11	27	111	284	214	30	0	1	0	0	0	0	0	0	0	0	0	0	0	0
12:00 AM - 12:00 AM	741	13	28	112	305	246	36	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Percent	100%	1.8%	3.8%	15.1%	41.2%	33.2%	4.9%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
50th Percentile	23.5 mph																				
85th Percentile	27.7 mph																				
95th Percentile	30.0 mph																				

Site Description: Neighbors Pkwy S.O. Bluegrass St
 Site Number: 4
 Start Date: 3/28/2023
 End Date: 3/29/2023

Vehicle Speed Report (Southbound - 03/29/2023)

Wednesday		Southbound																			
3/29/23	Total	0-10	10-15	15-20	20-25	25-30	30-35	35-40	40-45	45-50	50-55	55-60	60-65	65-70	70-75	75-80	80-85	85-90	90-95	95-100	100+
12:00 AM	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	5	0	0	0	4	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	2	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	6	0	0	1	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM	13	0	0	2	10	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	29	0	0	1	21	4	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	73	0	9	26	37	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 AM	64	0	0	8	48	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	26	0	0	1	19	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	26	0	1	2	12	6	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	37	0	0	11	14	9	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	41	0	2	6	21	10	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	30	0	0	2	13	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	103	32	24	30	13	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	82	0	1	11	62	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	92	0	0	10	61	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 PM	49	0	0	4	42	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 PM	31	0	0	3	21	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 PM	29	1	1	9	17	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 PM	21	0	0	0	15	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	15	0	0	0	2	12	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	11	0	0	0	0	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 9:00 AM	115	0	9	29	68	6	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM - 6:00 PM	277	32	25	51	136	33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 7:00 PM	665	32	37	114	373	96	13	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 AM - 12:00 AM	793	33	38	127	445	135	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent	100%	4.2%	4.8%	16.0%	56.1%	17.0%	1.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
50th Percentile	22.2 mph																				
85th Percentile	25.5 mph																				
95th Percentile	27.8 mph																				



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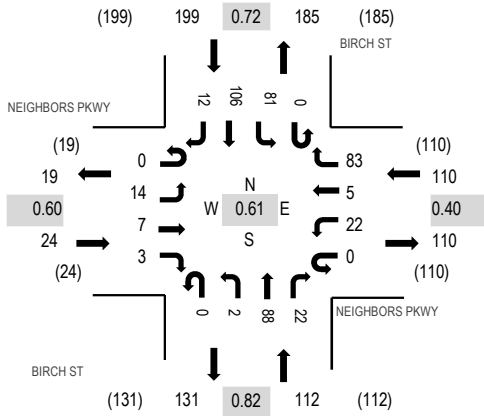
Location: 1 BIRCH ST & NEIGHBORS PKWY AM

Date: Tuesday, March 28, 2023

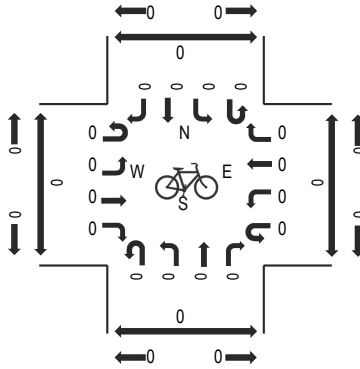
Peak Hour: 08:00 AM - 09:00 AM

Peak 15-Minutes: 08:45 AM - 09:00 AM

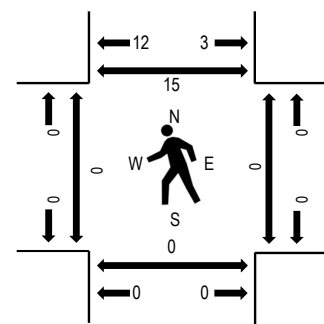
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	NEIGHBORS PKWY Eastbound				NEIGHBORS PKWY Westbound				BIRCH ST Northbound				BIRCH ST Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
8:00 AM	0	1	3	0	0	5	2	10	0	1	24	5	0	14	43	7	115	445	0	0	0	0
8:15 AM	0	4	0	2	0	4	1	13	0	1	19	3	0	6	24	3	80		0	0	0	2
8:30 AM	0	3	0	1	0	1	0	6	0	0	21	4	0	16	16	1	69		0	0	0	5
8:45 AM	0	6	4	0	0	12	2	54	0	0	24	10	0	45	23	1	181		0	0	0	8
Count Total	0	14	7	3	0	22	5	83	0	2	88	22	0	81	106	12	445		0	0	0	15
Peak Hour	0	14	7	3	0	22	5	83	0	2	88	22	0	81	106	12	445		0	0	0	15



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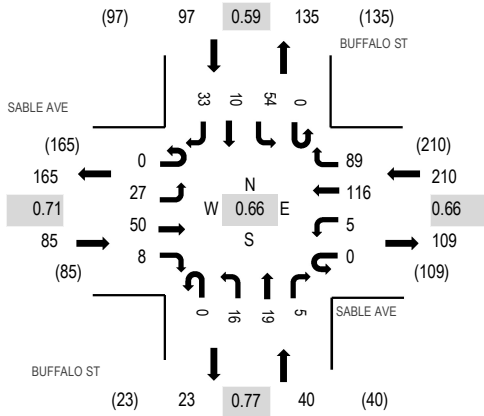
Location: 2 BUFFALO ST & SABLE AVE AM

Date: Tuesday, March 28, 2023

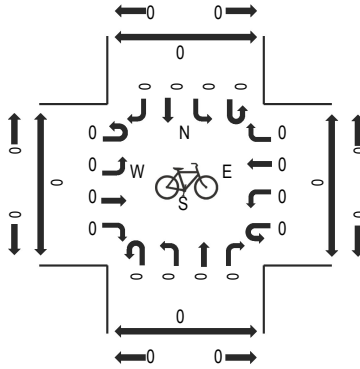
Peak Hour: 08:00 AM - 09:00 AM

Peak 15-Minutes: 08:45 AM - 09:00 AM

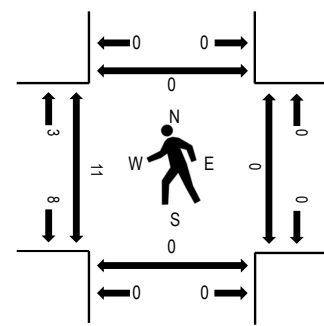
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SABLE AVE Eastbound				SABLE AVE Westbound				BUFFALO ST Northbound				BUFFALO ST Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
8:00 AM	0	6	14	2	0	2	31	17	0	6	5	2	0	18	2	2	107	432	0	0	0	0
8:15 AM	0	3	12	0	0	1	29	9	0	2	2	3	0	9	0	10	80		3	0	0	0
8:30 AM	0	8	9	1	0	2	21	19	0	3	4	0	0	8	0	7	82		4	0	0	0
8:45 AM	0	10	15	5	0	0	35	44	0	5	8	0	0	19	8	14	163		4	0	0	0
Count Total	0	27	50	8	0	5	116	89	0	16	19	5	0	54	10	33	432		11	0	0	0
Peak Hour	0	27	50	8	0	5	116	89	0	16	19	5	0	54	10	33	432		11	0	0	0



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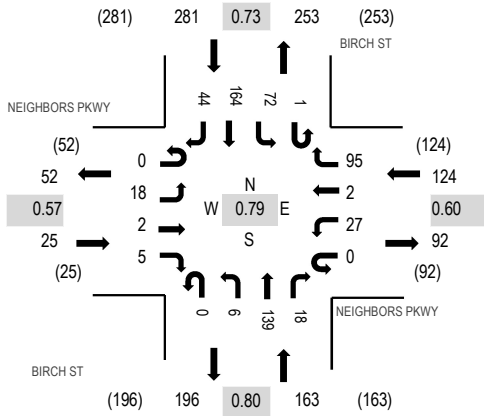
Location: 1 BIRCH ST & NEIGHBORS PKWY PM

Date: Tuesday, March 28, 2023

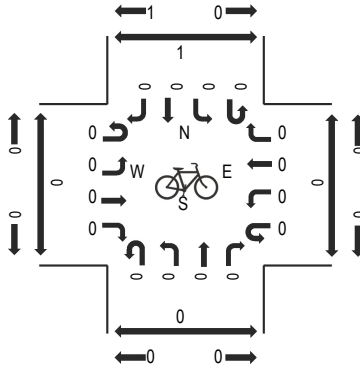
Peak Hour: 03:30 PM - 04:30 PM

Peak 15-Minutes: 03:30 PM - 03:45 PM

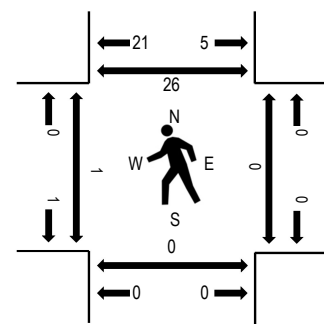
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	NEIGHBORS PKWY Eastbound				NEIGHBORS PKWY Westbound				BIRCH ST Northbound				BIRCH ST Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
3:30 PM	0	2	2	2	0	12	2	38	0	1	27	6	0	30	50	16	188	593	0	0	0	19
3:45 PM	0	5	0	2	0	14	0	35	0	2	39	8	0	14	36	6	161		1	0	0	6
4:00 PM	0	1	0	0	0	0	0	10	0	3	46	2	0	14	42	10	128		0	0	0	0
4:15 PM	0	10	0	1	0	1	0	12	0	0	27	2	1	14	36	12	116		0	0	0	1
Count Total	0	18	2	5	0	27	2	95	0	6	139	18	1	72	164	44	593		1	0	0	26
Peak Hour	0	18	2	5	0	27	2	95	0	6	139	18	1	72	164	44	593		1	0	0	26



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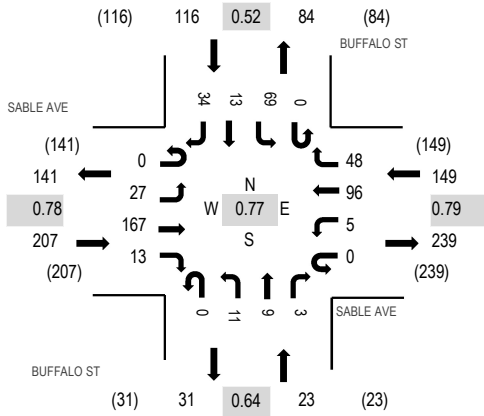
Location: 2 BUFFALO ST & SABLE AVE PM

Date: Tuesday, March 28, 2023

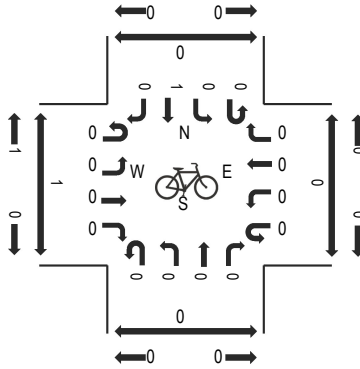
Peak Hour: 03:30 PM - 04:30 PM

Peak 15-Minutes: 03:45 PM - 04:00 PM

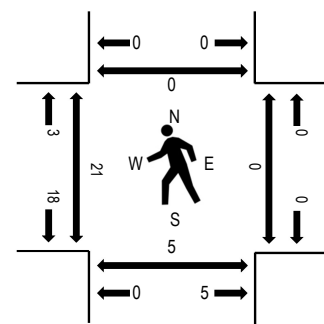
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SABLE AVE Eastbound				SABLE AVE Westbound				BUFFALO ST Northbound				BUFFALO ST Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
3:30 PM	0	9	28	2	0	3	26	18	0	3	5	1	0	19	2	13	129	495	5	0	0	0
3:45 PM	0	7	45	3	0	1	31	13	0	2	2	1	0	34	9	13	161		16	0	4	0
4:00 PM	0	7	53	6	0	1	14	11	0	4	2	1	0	8	1	4	112		0	0	0	0
4:15 PM	0	4	41	2	0	0	25	6	0	2	0	0	0	8	1	4	93		0	0	1	0
Count Total	0	27	167	13	0	5	96	48	0	11	9	3	0	69	13	34	495		21	0	5	0
Peak Hour	0	27	167	13	0	5	96	48	0	11	9	3	0	69	13	34	495		21	0	5	0

Traffic Signal Warrants*PHB Warrants***Intersection**Sable Avenue and Buffalo St

Major Street:

☒

E-W

☐

N-S

Hour	Approach Volumes					Met?
	Major Street			Pedestrians per Hour		
	Eastbound	Westbound	Total	Pedestrian Count	Higher	
6a-7a			0		0	No
7a-8a	85	210	295	14	14	No
8a-9a			0		0	No
9a-10a			0		0	No
3p-4p	207	149	356	26	26	No
4p-5p			0		0	No
5p-6p			0		0	No
6p-7p			0		0	No
No. of Hours Satisfied =>						0
PHB Warrant Satisfied =>						No

Traffic Signal Warrants*PHB Warrants***Intersection**Birch St and Neighbors Pkwy

Major Street:

☐

E-W

☒

N-S

Hour	Approach Volumes					Met?
	Major Street			Pedestrians per Hour		
	Northbound	Southbound	Total	Pedestrian Count	Higher	
6a-7a			0		0	No
7a-8a	112	199	311	15	15	No
8a-9a			0		0	No
9a-10a			0		0	No
3p-4p	163	280	443	27	27	No
4p-5p			0		0	No
5p-6p			0		0	No
6p-7p			0		0	No
No. of Hours Satisfied =>						0
PHB Warrant Satisfied =>						No

Traffic Signal Warrants**Warrant 4: Pedestrians****Intersection**Birch St and Neighbors Pkwy

Major Street:

☐

E-W

☒

N-S

Hour	Approach Volumes					Met?
	Major Street			Minor Street		
	Northbound	Southbound	Total	Pedestrian Counts	Higher	
6a-7a			0		0	No
7a-8a	112	199	311	15	15	No
8a-9a			0		0	No
9a-10a			0		0	No
3p-4p	163	280	443	27	27	No
4p-5p			0		0	No
5p-6p			0		0	No
6p-7p			0		0	No
No. of Hours Satisfied =>						0
Warrant 4 Satisfied =>						No

Traffic Signal Warrants**Warrant 4: Pedestrians****Intersection**Sable Avenue and Buffalo St

Major Street:

☒

E-W

☐

N-S

Hour	Approach Volumes					Met?
	Major Street			Minor Street		
	Eastbound	Westbound	Total	Pedestrian Counts	Higher	
6a-7a			0		0	No
7a-8a	85	210	295	14	14	No
8a-9a			0		0	No
9a-10a			0		0	No
3p-4p	207	149	356	26	26	No
4p-5p			0		0	No
5p-6p			0		0	No
6p-7p			0		0	No
No. of Hours Satisfied =>						0
Warrant 4 Satisfied =>						No

CHAPTER 4C. TRAFFIC CONTROL SIGNAL NEEDS STUDIES

Section 4C.01 Studies and Factors for Justifying Traffic Control Signals

Standard:

- 01 An engineering study of traffic conditions, pedestrian characteristics, and physical characteristics of the location shall be performed to determine whether installation of a traffic control signal is justified at a particular location.
- 02 The investigation of the need for a traffic control signal shall include an analysis of factors related to the existing operation and safety at the study location and the potential to improve these conditions, and the applicable factors contained in the following traffic signal warrants:
- Warrant 1, Eight-Hour Vehicular Volume
 - Warrant 2, Four-Hour Vehicular Volume
 - Warrant 3, Peak Hour
 - Warrant 4, Pedestrian Volume
 - Warrant 5, School Crossing
 - Warrant 6, Coordinated Signal System
 - Warrant 7, Crash Experience
 - Warrant 8, Roadway Network
 - Warrant 9, Intersection Near a Grade Crossing

- 03 The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.

Support:

- 04 Sections 8C.09 and 8C.10 contain information regarding the use of traffic control signals instead of gates and/or flashing-light signals at highway-rail grade crossings and highway-light rail transit grade crossings, respectively.
- Guidance:*
- 05 A traffic control signal should not be installed unless one or more of the factors described in this Chapter are met.
- 06 A traffic control signal should not be installed unless an engineering study indicates that installing a traffic control signal will improve the overall safety and/or operation of the intersection.
- 07 A traffic control signal should not be installed if it will seriously disrupt progressive traffic flow.
- 08 The study should consider the effects of the right-turn vehicles from the minor-street approaches. Engineering judgment should be used to determine what, if any, portion of the right-turn traffic is subtracted from the minor-street traffic count when evaluating the count against the signal warrants listed in Paragraph 2.
- 09 Engineering judgment should also be used in applying various traffic signal warrants to cases where approaches consist of one lane plus one left-turn or right-turn lane. The site-specific traffic characteristics should dictate whether an approach is considered as one lane or two lanes. For example, for an approach with one lane for through and right-turning traffic plus a left-turn lane, if engineering judgment indicates that it should be considered a one-lane approach because the traffic using the left-turn lane is minor, the total traffic volume approaching the intersection should be applied against the signal warrants as a one-lane approach. The approach should be considered two lanes if approximately half of the traffic on the approach turns left and the left-turn lane is of sufficient length to accommodate all left-turn vehicles.
- 10 Similar engineering judgment and rationale should be applied to a street approach with one through/left-turn lane plus a right-turn lane. In this case, the degree of conflict of minor-street right-turn traffic with traffic on the major street should be considered. Thus, right-turn traffic should not be included in the minor-street volume if the movement enters the major street with minimal conflict. The approach should be evaluated as a one-lane approach with only the traffic volume in the through/left-turn lane considered.
- 11 At a location that is under development or construction and where it is not possible to obtain a traffic count that would represent future traffic conditions, hourly volumes should be estimated as part of an engineering study for comparison with traffic signal warrants. Except for locations where the engineering study uses the satisfaction of Warrant 8 to justify a signal, a traffic control signal installed under projected conditions should have an engineering study done within 1 year of putting the signal into stop-and-go operation to determine if the signal is justified. If not justified, the signal should be taken out of stop-and-go operation or removed.
- 12 For signal warrant analysis, a location with a wide median, even if the median width is greater than 30 feet, should be considered as one intersection.

Option:

- 13 At an intersection with a high volume of left-turn traffic from the major street, the signal warrant analysis may be performed in a manner that considers the higher of the major-street left-turn volumes as the “minor-street” volume and the corresponding single direction of opposing traffic on the major street as the “major-street” volume.
- 14 For signal warrants requiring conditions to be present for a certain number of hours in order to be satisfied, any four sequential 15-minute periods may be considered as 1 hour if the separate 1-hour periods used in the warrant analysis do not overlap each other and both the major-street volume and the minor-street volume are for the same specific one-hour periods.
- 15 For signal warrant analysis, bicyclists may be counted as either vehicles or pedestrians.

Support:

- 16 When performing a signal warrant analysis, bicyclists riding in the street with other vehicular traffic are usually counted as vehicles and bicyclists who are clearly using pedestrian facilities are usually counted as pedestrians.

Option:

- 17 Engineering study data may include the following:
 - A. The number of vehicles entering the intersection in each hour from each approach during 12 hours of an average day. It is desirable that the hours selected contain the greatest percentage of the 24-hour traffic volume.
 - B. Vehicular volumes for each traffic movement from each approach, classified by vehicle type (heavy trucks, passenger cars and light trucks, public-transit vehicles, and, in some locations, bicycles), during each 15-minute period of the 2 hours in the morning and 2 hours in the afternoon during which total traffic entering the intersection is greatest.
 - C. Pedestrian volume counts on each crosswalk during the same periods as the vehicular counts in Item B and during hours of highest pedestrian volume. Where young, elderly, and/or persons with physical or visual disabilities need special consideration, the pedestrians and their crossing times may be classified by general observation.
 - D. Information about nearby facilities and activity centers that serve the young, elderly, and/or persons with disabilities, including requests from persons with disabilities for accessible crossing improvements at the location under study. These persons might not be adequately reflected in the pedestrian volume count if the absence of a signal restrains their mobility.
 - E. The posted or statutory speed limit or the 85th-percentile speed on the uncontrolled approaches to the location.
 - F. A condition diagram showing details of the physical layout, including such features as intersection geometrics, channelization, grades, sight-distance restrictions, transit stops and routes, parking conditions, pavement markings, roadway lighting, driveways, nearby railroad crossings, distance to nearest traffic control signals, utility poles and fixtures, and adjacent land use.
 - G. A collision diagram showing crash experience by type, location, direction of movement, severity, weather, time of day, date, and day of week for at least 1 year.
- 18 The following data, which are desirable for a more precise understanding of the operation of the intersection, may be obtained during the periods described in Item B of Paragraph 17:
 - A. Vehicle-hours of stopped time delay determined separately for each approach.
 - B. The number and distribution of acceptable gaps in vehicular traffic on the major street for entrance from the minor street.
 - C. The posted or statutory speed limit or the 85th-percentile speed on controlled approaches at a point near to the intersection but unaffected by the control.
 - D. Pedestrian delay time for at least two 30-minute peak pedestrian delay periods of an average weekday or like periods of a Saturday or Sunday.
 - E. Queue length on stop-controlled approaches.

Section 4C.02 Warrant 1, Eight-Hour Vehicular Volume

Support:

- 01 The Minimum Vehicular Volume, Condition A, is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.
- 02 The Interruption of Continuous Traffic, Condition B, is intended for application at locations where Condition A is not satisfied and where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.
- 03 It is intended that Warrant 1 be treated as a single warrant. If Condition A is satisfied, then Warrant 1 is satisfied and analyses of Condition B and the combination of Conditions A and B are not needed. Similarly, if Condition B is satisfied, then Warrant 1 is satisfied and an analysis of the combination of Conditions A and B is not needed.

Standard:

04 The need for a traffic control signal shall be considered if an engineering study finds that one of the following conditions exist for each of any 8 hours of an average day:

- A. The vehicles per hour given in both of the 100 percent columns of Condition A in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection; or
- B. The vehicles per hour given in both of the 100 percent columns of Condition B in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection.

In applying each condition the major-street and minor-street volumes shall be for the same 8 hours. On the minor street, the higher volume shall not be required to be on the same approach during each of these 8 hours.

Option:

05 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, the traffic volumes in the 70 percent columns in Table 4C-1 may be used in place of the 100 percent columns.

Guidance:

06 The combination of Conditions A and B is intended for application at locations where Condition A is not satisfied and Condition B is not satisfied and should be applied only after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems.

Standard:

07 The need for a traffic control signal shall be considered if an engineering study finds that both of the following conditions exist for each of any 8 hours of an average day:

- A. The vehicles per hour given in both of the 80 percent columns of Condition A in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection; and
- B. The vehicles per hour given in both of the 80 percent columns of Condition B in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection.

These major-street and minor-street volumes shall be for the same 8 hours for each condition; however, the 8 hours satisfied in Condition A shall not be required to be the same 8 hours satisfied in Condition B. On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.

Table 4C-1. Warrant 1, Eight-Hour Vehicular Volume

Condition A—Minimum Vehicular Volume

Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor-street approach (one direction only)			
Major Street	Minor Street	100% ^a	80% ^b	70% ^c	56% ^d	100% ^a	80% ^b	70% ^c	56% ^d
1	1	500	400	350	280	150	120	105	84
2 or more	1	600	480	420	336	150	120	105	84
2 or more	2 or more	600	480	420	336	200	160	140	112
1	2 or more	500	400	350	280	200	160	140	112

Condition B—Interruption of Continuous Traffic

Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor-street approach (one direction only)			
Major Street	Minor Street	100% ^a	80% ^b	70% ^c	56% ^d	100% ^a	80% ^b	70% ^c	56% ^d
1	1	750	600	525	420	75	60	53	42
2 or more	1	900	720	630	504	75	60	53	42
2 or more	2 or more	900	720	630	504	100	80	70	56
1	2 or more	750	600	525	420	100	80	70	56

^a Basic minimum hourly volume

^b Used for combination of Conditions A and B after adequate trial of other remedial measures

^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

^d May be used for combination of Conditions A and B after adequate trial of other remedial measures when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Option:

- 08 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, the traffic volumes in the 56 percent columns in Table 4C-1 may be used in place of the 80 percent columns.

Section 4C.03 Warrant 2, Four-Hour Vehicular Volume

Support:

- 01 The Four-Hour Vehicular Volume signal warrant conditions are intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

Standard:

- 02 **The need for a traffic control signal shall be considered if an engineering study finds that, for each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) all fall above the applicable curve in Figure 4C-1 for the existing combination of approach lanes. On the minor street, the higher volume shall not be required to be on the same approach during each of these 4 hours.**

Option:

- 03 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-2 may be used in place of Figure 4C-1.

Section 4C.04 Warrant 3, Peak Hour

Support:

- 01 The Peak Hour signal warrant is intended for use at a location where traffic conditions are such that for a minimum of 1 hour of an average day, the minor-street traffic suffers undue delay when entering or crossing the major street.

Standard:

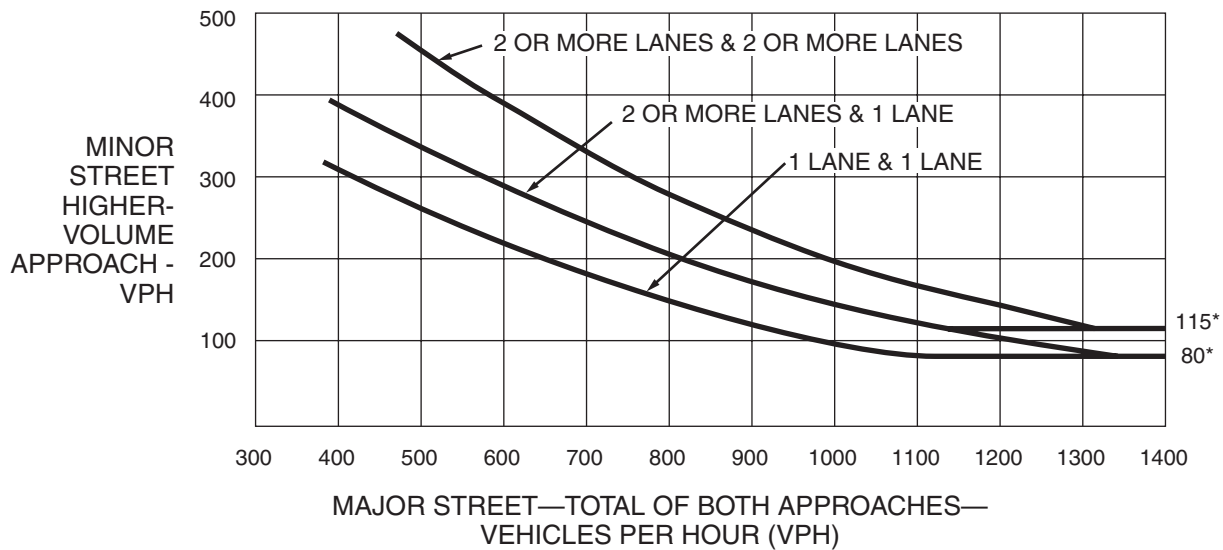
- 02 **This signal warrant shall be applied only in unusual cases, such as office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time.**
- 03 **The need for a traffic control signal shall be considered if an engineering study finds that the criteria in either of the following two categories are met:**
- A. If all three of the following conditions exist for the same 1 hour (any four consecutive 15-minute periods) of an average day:**
 - 1. The total stopped time delay experienced by the traffic on one minor-street approach (one direction only) controlled by a STOP sign equals or exceeds: 4 vehicle-hours for a one-lane approach or 5 vehicle-hours for a two-lane approach; and**
 - 2. The volume on the same minor-street approach (one direction only) equals or exceeds 100 vehicles per hour for one moving lane of traffic or 150 vehicles per hour for two moving lanes; and**
 - 3. The total entering volume serviced during the hour equals or exceeds 650 vehicles per hour for intersections with three approaches or 800 vehicles per hour for intersections with four or more approaches.**
 - B. The plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) for 1 hour (any four consecutive 15-minute periods) of an average day falls above the applicable curve in Figure 4C-3 for the existing combination of approach lanes.**

Option:

- 04 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-4 may be used in place of Figure 4C-3 to evaluate the criteria in the second category of the Standard.
- 05 If this warrant is the only warrant met and a traffic control signal is justified by an engineering study, the traffic control signal may be operated in the flashing mode during the hours that the volume criteria of this warrant are not met.

Guidance:

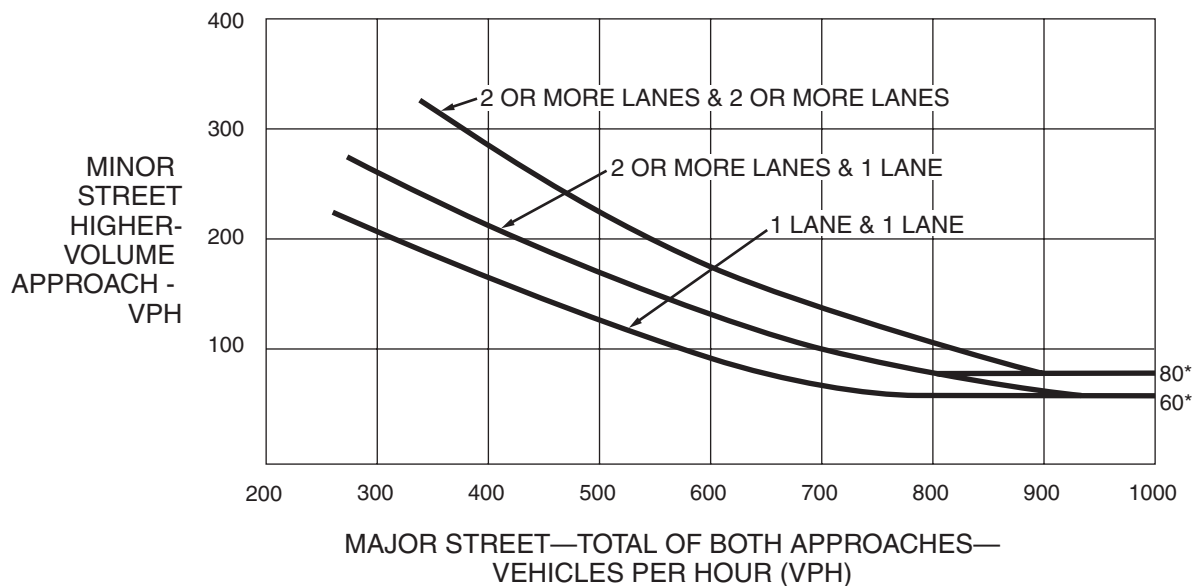
- 06 *If this warrant is the only warrant met and a traffic control signal is justified by an engineering study, the traffic control signal should be traffic-actuated.*

Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume

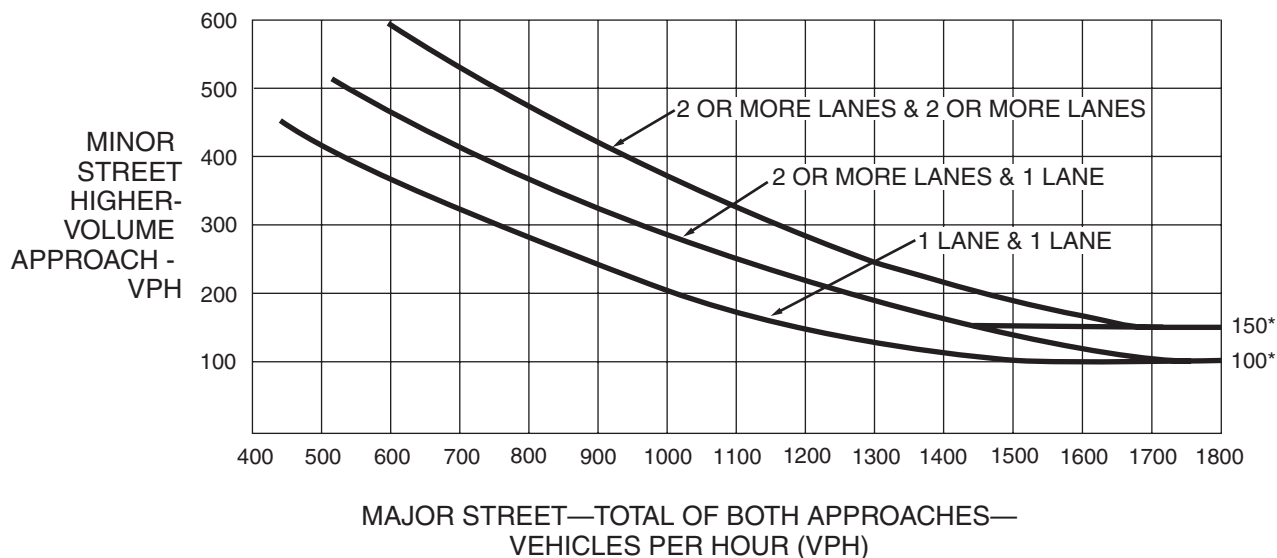
*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



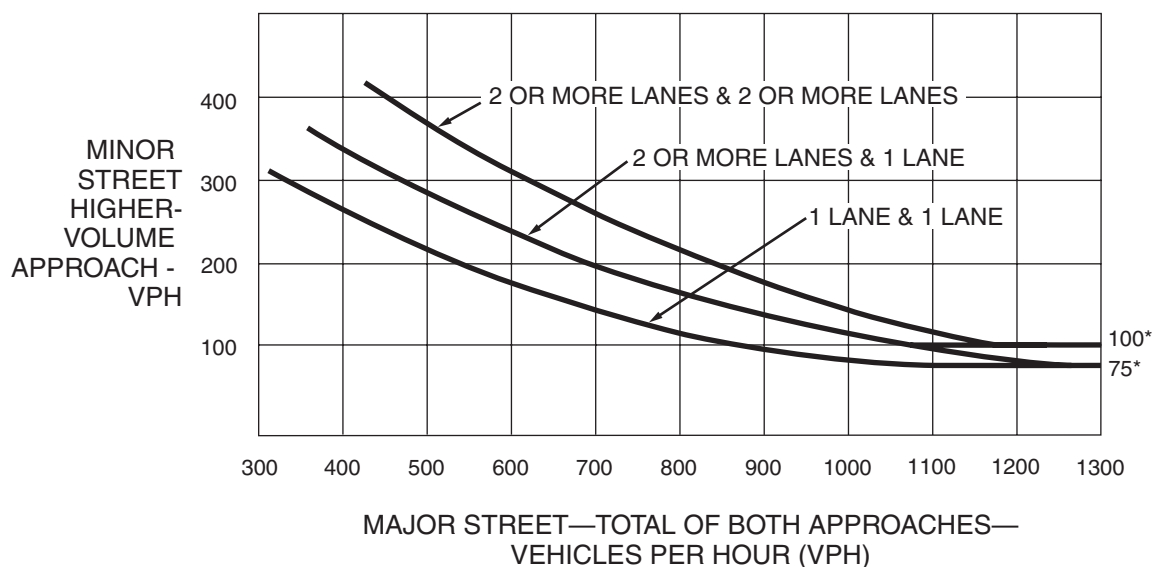
*Note: 80 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor-street approach with one lane.

Figure 4C-3. Warrant 3, Peak Hour

*Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor-street approach with one lane.

Figure 4C-4. Warrant 3, Peak Hour (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

Section 4C.05 Warrant 4, Pedestrian Volume

Support:

- 01 The Pedestrian Volume signal warrant is intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street.

Standard:

- 02 **The need for a traffic control signal at an intersection or midblock crossing shall be considered if an engineering study finds that one of the following criteria is met:**
- A. For each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) all fall above the curve in Figure 4C-5; or
 - B. For 1 hour (any four consecutive 15-minute periods) of an average day, the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) falls above the curve in Figure 4C-7.

Option:

- 03 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 35 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-6 may be used in place of Figure 4C-5 to evaluate Criterion A in Paragraph 2, and Figure 4C-8 may be used in place of Figure 4C-7 to evaluate Criterion B in Paragraph 2.

Standard:

- 04 **The Pedestrian Volume signal warrant shall not be applied at locations where the distance to the nearest traffic control signal or STOP sign controlling the street that pedestrians desire to cross is less than 300 feet, unless the proposed traffic control signal will not restrict the progressive movement of traffic.**
- 05 **If this warrant is met and a traffic control signal is justified by an engineering study, the traffic control signal shall be equipped with pedestrian signal heads complying with the provisions set forth in Chapter 4E.**

Guidance:

- 06 *If this warrant is met and a traffic control signal is justified by an engineering study, then:*
- A. *If it is installed at an intersection or major driveway location, the traffic control signal should also control the minor-street or driveway traffic, should be traffic-actuated, and should include pedestrian detection.*
 - B. *If it is installed at a non-intersection crossing, the traffic control signal should be installed at least 100 feet from side streets or driveways that are controlled by STOP or YIELD signs, and should be pedestrian-actuated. If the traffic control signal is installed at a non-intersection crossing, at least one of the signal faces should be over the traveled way for each approach, parking and other sight obstructions should be prohibited for at least 100 feet in advance of and at least 20 feet beyond the crosswalk or site accommodations should be made through curb extensions or other techniques to provide adequate sight distance, and the installation should include suitable standard signs and pavement markings.*
 - C. *Furthermore, if it is installed within a signal system, the traffic control signal should be coordinated.*

Option:

- 07 The criterion for the pedestrian volume crossing the major street may be reduced as much as 50 percent if the 15th-percentile crossing speed of pedestrians is less than 3.5 feet per second.
- 08 A traffic control signal may not be needed at the study location if adjacent coordinated traffic control signals consistently provide gaps of adequate length for pedestrians to cross the street.

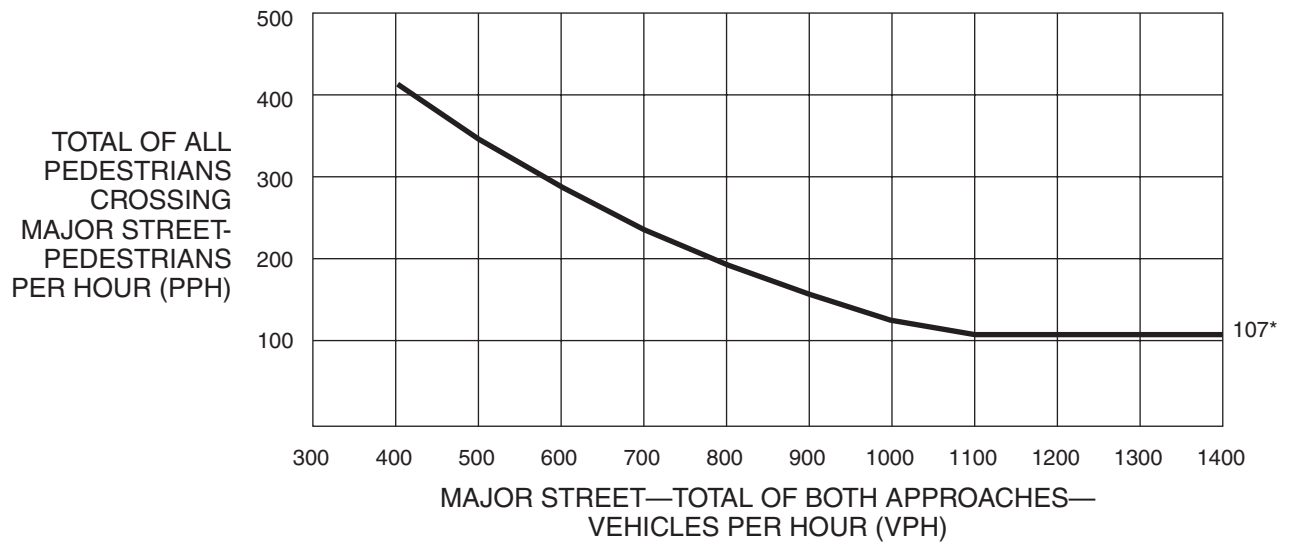
Section 4C.06 Warrant 5, School Crossing

Support:

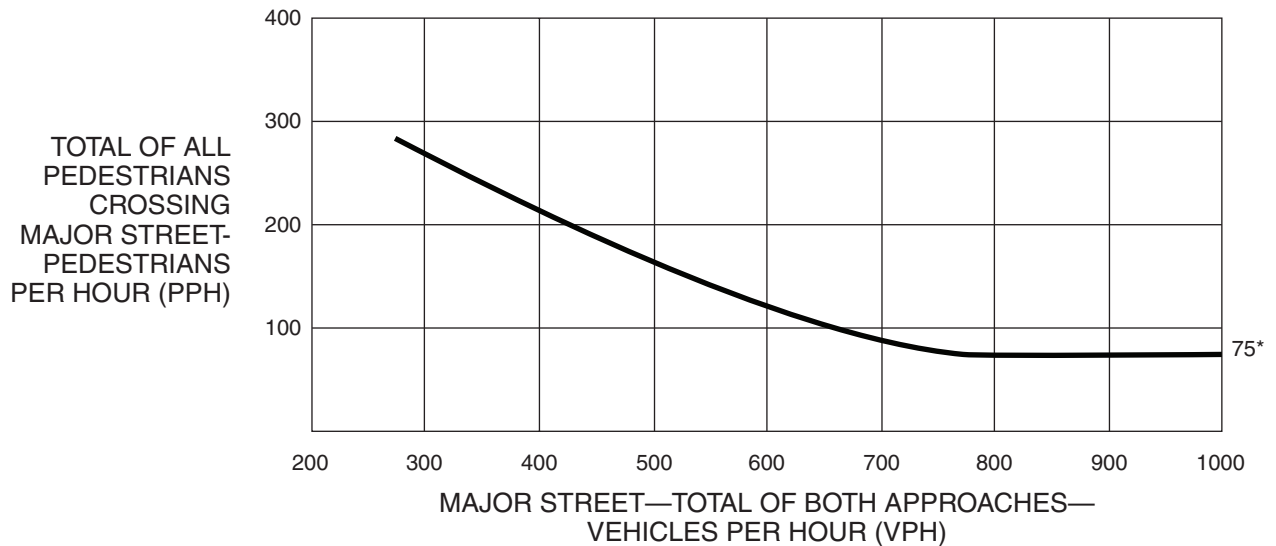
- 01 The School Crossing signal warrant is intended for application where the fact that schoolchildren cross the major street is the principal reason to consider installing a traffic control signal. For the purposes of this warrant, the word “schoolchildren” includes elementary through high school students.

Standard:

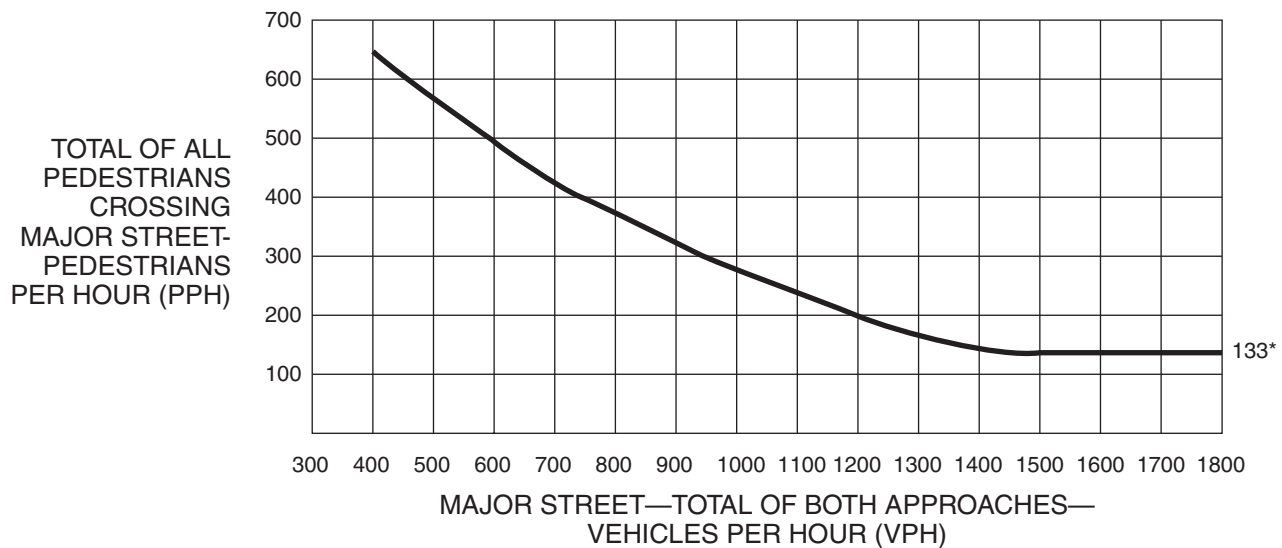
- 02 **The need for a traffic control signal shall be considered when an engineering study of the frequency and adequacy of gaps in the vehicular traffic stream as related to the number and size of groups of schoolchildren at an established school crossing across the major street shows that the number of adequate gaps in the traffic stream during the period when the schoolchildren are using the crossing is less than the number of minutes in the same period (see Section 7A.03) and there are a minimum of 20 schoolchildren during the highest crossing hour.**

Figure 4C-5. Warrant 4, Pedestrian Four-Hour Volume

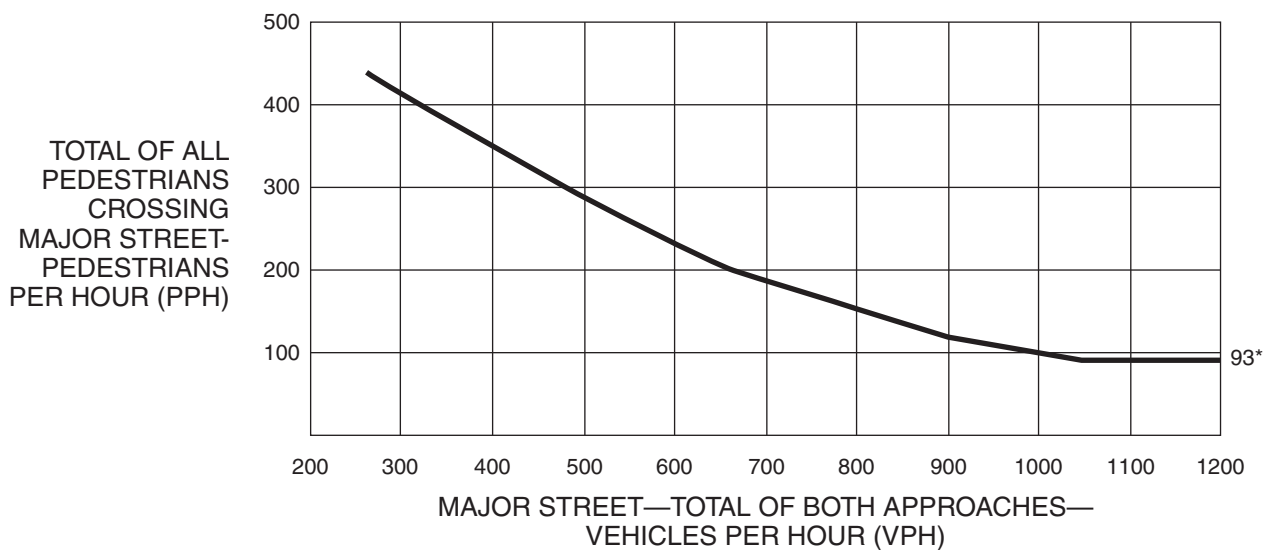
*Note: 107 pph applies as the lower threshold volume.

Figure 4C-6. Warrant 4, Pedestrian Four-Hour Volume (70% Factor)

*Note: 75 pph applies as the lower threshold volume.

Figure 4C-7. Warrant 4, Pedestrian Peak Hour

*Note: 133 pph applies as the lower threshold volume.

Figure 4C-8. Warrant 4, Pedestrian Peak Hour (70% Factor)

*Note: 93 pph applies as the lower threshold volume.

- 03 **Before a decision is made to install a traffic control signal, consideration shall be given to the implementation of other remedial measures, such as warning signs and flashers, school speed zones, school crossing guards, or a grade-separated crossing.**
- 04 **The School Crossing signal warrant shall not be applied at locations where the distance to the nearest traffic control signal along the major street is less than 300 feet, unless the proposed traffic control signal will not restrict the progressive movement of traffic.**

Guidance:

- 05 *If this warrant is met and a traffic control signal is justified by an engineering study, then:*
- A. *If it is installed at an intersection or major driveway location, the traffic control signal should also control the minor-street or driveway traffic, should be traffic-actuated, and should include pedestrian detection.*
 - B. *If it is installed at a non-intersection crossing, the traffic control signal should be installed at least 100 feet from side streets or driveways that are controlled by STOP or YIELD signs, and should be pedestrian-actuated. If the traffic control signal is installed at a non-intersection crossing, at least one of the signal faces should be over the traveled way for each approach, parking and other sight obstructions should be prohibited for at least 100 feet in advance of and at least 20 feet beyond the crosswalk or site accommodations should be made through curb extensions or other techniques to provide adequate sight distance, and the installation should include suitable standard signs and pavement markings.*
 - C. *Furthermore, if it is installed within a signal system, the traffic control signal should be coordinated.*

Section 4C.07 Warrant 6, Coordinated Signal System

Support:

- 01 Progressive movement in a coordinated signal system sometimes necessitates installing traffic control signals at intersections where they would not otherwise be needed in order to maintain proper platooning of vehicles.

Standard:

- 02 **The need for a traffic control signal shall be considered if an engineering study finds that one of the following criteria is met:**
- A. **On a one-way street or a street that has traffic predominantly in one direction, the adjacent traffic control signals are so far apart that they do not provide the necessary degree of vehicular platooning.**
 - B. **On a two-way street, adjacent traffic control signals do not provide the necessary degree of platooning and the proposed and adjacent traffic control signals will collectively provide a progressive operation.**

Guidance:

- 03 *The Coordinated Signal System signal warrant should not be applied where the resultant spacing of traffic control signals would be less than 1,000 feet.*

Section 4C.08 Warrant 7, Crash Experience

Support:

- 01 The Crash Experience signal warrant conditions are intended for application where the severity and frequency of crashes are the principal reasons to consider installing a traffic control signal.

Standard:

- 02 **The need for a traffic control signal shall be considered if an engineering study finds that all of the following criteria are met:**
- A. **Adequate trial of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency; and**
 - B. **Five or more reported crashes, of types susceptible to correction by a traffic control signal, have occurred within a 12-month period, each crash involving personal injury or property damage apparently exceeding the applicable requirements for a reportable crash; and**
 - C. **For each of any 8 hours of an average day, the vehicles per hour (vph) given in both of the 80 percent columns of Condition A in Table 4C-1 (see Section 4C.02), or the vph in both of the 80 percent columns of Condition B in Table 4C-1 exists on the major-street and the higher-volume minor-street approach, respectively, to the intersection, or the volume of pedestrian traffic is not less than 80 percent of the requirements specified in the Pedestrian Volume warrant. These major-street and minor-street volumes shall be for the same 8 hours. On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.**

Option:

- 03 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, the traffic volumes in the 56 percent columns in Table 4C-1 may be used in place of the 80 percent columns.

Section 4C.09 Warrant 8, Roadway Network

Support:

- 01 Installing a traffic control signal at some intersections might be justified to encourage concentration and organization of traffic flow on a roadway network.

Standard:

- 02 **The need for a traffic control signal shall be considered if an engineering study finds that the common intersection of two or more major routes meets one or both of the following criteria:**

- A. **The intersection has a total existing, or immediately projected, entering volume of at least 1,000 vehicles per hour during the peak hour of a typical weekday and has 5-year projected traffic volumes, based on an engineering study, that meet one or more of Warrants 1, 2, and 3 during an average weekday; or**
- B. **The intersection has a total existing or immediately projected entering volume of at least 1,000 vehicles per hour for each of any 5 hours of a non-normal business day (Saturday or Sunday).**

- 03 **A major route as used in this signal warrant shall have at least one of the following characteristics:**

- A. **It is part of the street or highway system that serves as the principal roadway network for through traffic flow.**
- B. **It includes rural or suburban highways outside, entering, or traversing a city.**
- C. **It appears as a major route on an official plan, such as a major street plan in an urban area traffic and transportation study.**

Section 4C.10 Warrant 9, Intersection Near a Grade Crossing

Support:

- 01 The Intersection Near a Grade Crossing signal warrant is intended for use at a location where none of the conditions described in the other eight traffic signal warrants are met, but the proximity to the intersection of a grade crossing on an intersection approach controlled by a STOP or YIELD sign is the principal reason to consider installing a traffic control signal.

Guidance:

- 02 *This signal warrant should be applied only after adequate consideration has been given to other alternatives or after a trial of an alternative has failed to alleviate the safety concerns associated with the grade crossing. Among the alternatives that should be considered or tried are:*
- A. *Providing additional pavement that would enable vehicles to clear the track or that would provide space for an evasive maneuver, or*
 - B. *Reassigning the stop controls at the intersection to make the approach across the track a non-stopping approach.*

Standard:

- 03 **The need for a traffic control signal shall be considered if an engineering study finds that both of the following criteria are met:**
- A. **A grade crossing exists on an approach controlled by a STOP or YIELD sign and the center of the track nearest to the intersection is within 140 feet of the stop line or yield line on the approach; and**
 - B. **During the highest traffic volume hour during which rail traffic uses the crossing, the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the minor-street approach that crosses the track (one direction only, approaching the intersection) falls above the applicable curve in Figure 4C-9 or 4C-10 for the existing combination of approach lanes over the track and the distance D, which is the clear storage distance as defined in Section 1A.13.**

Guidance:

- 04 *The following considerations apply when plotting the traffic volume data on Figure 4C-9 or 4C-10:*
- A. *Figure 4C-9 should be used if there is only one lane approaching the intersection at the track crossing location and Figure 4C-10 should be used if there are two or more lanes approaching the intersection at the track crossing location.*

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.b

Discussion/Action

Meeting Date: January 10, 2024

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

RESOLUTION 24-03: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2023 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE 2024 FISCAL YEAR.

RECOMMENDATION

Staff recommends approval of Resolution 24-03

SUMMARY

The Board of Trustees must certify the mill levies for the 2023 fiscal year by December 15, 2023. This Resolution will certify the Town's general mill levy at 6.805 mills.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

On December 14, 2022, the Board certified the Town's mill levy at 6.805 mills for the 2023 fiscal year. The Board adopted the annual budget for the 2024 fiscal year on November 15th, 2023.

ATTACHMENTS

1. RESO 24-03_2024 BUDGET RESOLUTION MILL LEVY

RESOLUTION NO. 24-03

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE 2023 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE 2024 FISCAL YEAR.

WHEREAS, on November 15, 2023 the Board of Trustees of the Town of Firestone ("Town") on adopted the Town of Firestone's annual budget for the 2024 fiscal year in accordance with the Local Government Budget Law; and

WHEREAS, a general property tax mill levy is necessary to defray the general expenses of Town government for the 2024 fiscal year; and

WHEREAS, the 2023 valuation for assessment for the Town as certified by the Weld County Assessor is \$291,703,118; and

WHEREAS, the Town is exempt from the statutory property tax revenue limitation (5.5% limit) due to voter approval of Ballot Issue A at the April 2, 1996 regular municipal election; and

WHEREAS, the Town is exempt from the fiscal year spending limitation imposed by Article X, Section 20 to the Colorado Constitution, due to voter approval of Ballot Issue A at the April 2, 1996, regular municipal election; and

WHEREAS, the Board of Trustees must certify the mill levies for the 2024 fiscal year by January 10, 2024, and by this Resolution desires to so certify its general mill levy.

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

Section 1. That for the purpose of meeting all general operating expenses of the Town of Firestone during the 2024 fiscal year, there is hereby levied a tax of 6.805 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2023.

Section 2. That the Town Director of Finance is hereby authorized and directed to immediately certify to the County Commissioners of Weld County, Colorado, the mill levy for the Town of Firestone as herein above determined and set.

INTRODUCED, READ AND ADOPTED this 10th day of January, 2024.

TOWN OF FIRESTONE, COLORADO

By:

Drew Alan Peterson, Mayor

ATTEST:

Kristi K Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.c

Discussion/Action

Meeting Date: January 10, 2024

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

RESOLUTION 24-09: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH WELD 45 ACRE, LLC

RECOMMENDATION

Staff recommends the approval of Resolution 24-09, approving the Purchase and Sale Agreement with Weld 45 Acre, LLC for purchasing the 17 shares of the New Coal Ridge Ditch Company and authorizing the Mayor to execute the agreement on behalf of the Town.

SUMMARY

The proposed agreement between the Town of Firestone and Weld 45 Acre, LLC is for the purchase of 17 shares of the New Coal Ridge Ditch Company currently owned by Weld 45 Acres, LLC.

The Town's 2020-2050 Water Action Plan identified the acquisition of additional water supplies as a priority.

FINANCIAL CONSIDERATIONS

The agreement includes a purchase price of \$170,000,00 for the New Coal Ridge Ditch Company shares. The purchase will be paid for by the Town of Firestone Water Enterprise Fund.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Resolution 20-39, adopting the Town of Firestone 2020-2050 Water Action Plan on March 25, 2020.

At several Board of Trustee meetings in 2021, 2022, and 2023, Town staff and the Board of Trustees discussed in open session and in executive session about developing a strategy for negotiations and instructing negotiators concerning the acquisition of water rights.

The Town's Water Team has been working to implement the 2020-2050 Water Action Plan, which identifies the need to acquire additional water supplies and facilities. Previous efforts towards implementing the Water Action Plan are as follows.

- The Town has completed the infrastructure project at Firestone Reservoir No. 1 and held the initial closing of Firestone Reservoir No. 2, which is deliverable in early 2026.
- The Town has successfully purchased Firestone Reservoir No. 3, which will be delivered by the end of 2031.
- The Town has successfully purchased additional water shares of the New Consolidated Lower Boulder Reservoir and Ditch Company, Rural Ditch Company, New Coal Ridge Ditch Company, and Last Chance Ditch Company.

ATTACHMENTS

1. Res 24-09 Purchase and Sale Water Rights Agreement-Weld 45 Acre LLC

2. PSA Weld 45 Acre LLC New Coal Ridge Shares 231229

RESOLUTION NO. 24-09

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER
ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE
AGREEMENT WITH WELD 45 ACRE, LLC**

WHEREAS, Weld 45 Acre, LLC desires to convey certain water rights which the Town of Firestone acting by and through its Water Activity Enterprise, desires to purchase, subject to the terms and conditions set forth in a Purchase and Sale Agreement.

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

1. The Purchase and Sale Agreement ("Agreement") between the Town of Firestone, acting by and through its Water Activity Enterprise ("Town"), and Weld 45 Acre, LLC ("Seller") for water rights is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

2. The Town Manager and other officers, employees and agents of the Town are further authorized to execute and deliver all documents necessary in connection with the closing of the purchase of the water rights, and to do all things necessary on behalf of the Town to perform all obligations of the Town under the Agreement, including without limitation the execution and delivery of all documents necessary or required with closing.

INTRODUCED, READ, AND ADOPTED this 10th day of January, 2024.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristi K. Bashor, CMC Town Clerk

William P. Hayashi, Town Attorney

PURCHASE AND SALE AGREEMENT (Water Rights)

This Purchase and Sale Agreement (“Agreement”) is entered into this _____ day of _____, 2024 by and between WELD 45 ACRE, LLC (“Seller”), and the TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE (“Buyer”). Seller and Buyer may be referred to individually as a “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Seller owns and wishes to convey certain water rights as described below to Buyer; and

WHEREAS, Buyer desires to acquire said water rights pursuant to the terms and conditions contained hereafter;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. Description of Water Rights. Seller is the owner of 17 shares of the New Coal Ridge Ditch Company, historically used on Lot B of the Weld County Recorded Exemption No. 1311-02-2 (RE-2812), represented by certificate no. 195, which are hereinafter referred to as “Shares” or “Water Rights.”
2. Purchase Price. The Purchase Price for the Water Rights and all rights appurtenant to the Water Rights shall be one-hundred and seventy thousand dollars (\$170,000).
3. Earnest Money. The Buyer shall deposit ten thousand dollars (\$10,000) into an Escrow Account, which shall be nonrefundable at the end of the Due Diligence Period (“Earnest Money”). The Earnest Money shall be applied to the Purchase Price at the closing.
4. Agreement Dates. The following dates are defined for this Agreement:
 - a. “Effective Date” of this Agreement shall be the date on which this Agreement has been mutually executed by the Parties.
 - b. “Closing Date” shall be February 29, 2024 or such earlier date as agreed upon by the Parties.
5. Warranty of Title. Seller warrants that title to the Water Rights will be conveyed to Buyer free and clear of all liens, encumbrances, assessments, and leases of any kind. Seller agrees to warrant and forever defend the Buyer against all and every person claiming any interest in the Water Rights by and through Seller. This warranty shall survive the closing of the transaction and continue in full force and effect subsequent

to such closing. Subject to payment as above provided, and in compliance with the other terms and conditions by Buyer, Seller shall execute and deliver a Special Warranty Deed for the Water Rights to Buyer on the Closing Date. If title to the Water Rights is not merchantable and notice of the defect(s) is given by Buyer or Buyer's agent to Seller or Seller's agent on or before closing and such title shall not be rendered merchantable within 30 days of such notice, then this Agreement, at Buyer's option, shall be void and of no effect and each Party shall be released from all obligations hereunder.

6. Due Diligence. Buyer shall have up to 45 days following the deposit of the Earnest Money ("Due Diligence Period") to terminate this Agreement if Buyer is dissatisfied with the Water Rights to be acquired hereunder for any reason. Buyer may terminate the Purchase and Sale Agreement at any time and for any reason prior to the end of the Due Diligence Period, and the Earnest Money shall be refunded in full upon written notice of termination. It shall be conclusively presumed that Buyer is satisfied with the Water Rights if Buyer fails to send written notice to Seller to the contrary on or before the expiration of the Due Diligence Period. If Buyer sends notice of its dissatisfaction with the Water Rights, Seller shall have 10 days following actual receipt of such notice of dissatisfaction to either to (1) give notice that Seller elects to cure some or all of the issues described in the notice, or (2) give notice that Seller elects to not cure such issues. If Seller elects not to cure all such issues Buyer shall have as its exclusive remedies, the right to terminate this Agreement, or to waive any issues Seller has elected not to cure. The Seller shall not accept or consider other offers for the Property during the Due Diligence Period.
7. Ditch Company Right of First Refusal. The New Coal Ridge Ditch Company holds a right of first refusal to match the terms of this Agreement to acquire the Water Rights. Seller is required to submit the terms of the Buyer's offer to the New Coal Ridge Ditch Company for their consideration. This Agreement shall be void if the New Coal Ridge Ditch Company exercises its right of first refusal and enters into a contract to acquire the Water Rights under the same terms as defined herein.
8. Assessments. All assessments levied by the New Coal Ridge Ditch Company for year 2023 shall be paid by Seller. Assessments for the year 2024 and future years shall be paid by Buyer.
9. Transfer Fee. Any fees imposed by New Coal Ridge Ditch Company to complete the transfer of the Water Rights shall be paid by Buyer.
10. Delivery of Stock Certificate. Possession of the original certificate(s) evidencing ownership of the Water Rights shall be delivered to the Buyer at the time of closing

together with properly executed and notarized assignments, Special Warranty Deed and any and all other documents necessary to effectuate the transfer of the Water Rights from Seller to Buyer.

11. Closing. The closing for the purchase and sale of the Water Rights will take place on or before the Closing Date defined herein.
12. Default. Time is of the essence herein and if any payment or any other condition thereof is not made, tendered or performed by either party, then this Agreement, at the option of the Party who is not in default, may be terminated in which case the non-defaulting party may recover such damages as may be proper. In the event of such default by Seller, where Buyer elects to treat this Agreement as being in full force and effect, the Buyer shall have the right to an action for specific performance and damages.
13. Historical Use & Transfer. Seller, or Seller's agent, agrees to meet with Buyer, or Buyer's agent, within 30 days of the Effective Date for the purpose of providing Buyer with information concerning the historic use of the Water Rights, which may include the following:
 - a. Information showing the historical use of the Water Rights.
 - b. Seller's cooperation and participation in good faith with any requests necessary to complete any Catlin approval process of the New Coal Ridge Ditch Company or any court proceedings as may be required to change the use of the shares.
14. Costs and Expenses. Each party shall pay their own consulting and attorneys fees and costs incurred as part of this transaction.
15. Notices. All notices and operational communications under this agreement shall be in writing except as otherwise provided for in this Agreement. All such notices and communications shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via e-mail on the person to whom notice is given. All notices shall be delivered by US Mail to the following addresses unless otherwise agreed upon by the Parties:

Buyer:

Town of Firestone
Attn: Julie Pasillas
9950 Park Ave.
Firestone, CO 80504

Seller:

Weld 45 Acre, LLC
Lee Petrides
9202 S Rockport Ln
Highlands Ranch, CO 80126

16. Entire Agreement. This Agreement represents the complete agreement between the Parties and no oral modification shall be recognized. Any amendment or additions shall be made in writing signed by both parties.
17. Survival of Closing. The representations, warranties and indemnities made by the parties to this contract and the covenants and agreements to be performed or complied with by the respective parties under this contract before the closing date shall be deemed to be continuing and shall survive the closing.
18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns.
19. Jurisdiction and Venue. This Agreement shall be governed and its terms construed under the laws of the State of Colorado and venue shall be in the County of Weld.

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

BUYER:
TOWN OF FIRESTONE

SELLER:
WELD 45 ACRE, LLC

By: _____

By:  _____
D5BE853233E0410...

Print: _____

Print: Lee Petrides _____

Title: _____

Title: Manager _____

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.d

Discussion/Action

Meeting Date: January 10, 2024

Initiated By:

Dept: Board of Trustees

AGENDA TITLE

RESOLUTION 24-12: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE THIRD AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT.

RECOMMENDATION

SUMMARY

On May 17, 2023, the Board of Trustees met with a Human Resources Consultant to conduct its review and evaluation of the Town Manager. On December 13, 2023, the Board of Trustees authorized Mayor Pro Tem Jimenez and Trustee Sharp to meet with the Town Manager. Upon the basis of the review and evaluation, the Board of Trustees desires to amend the Town Manager's Employment Agreement.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. Town Manager's 3rd Amend Employment Agmt Res
2. Third Amend Town Manager (3)

RESOLUTION NO. 24-12
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING THE THIRD AMENDMENT TO THE
TOWN MANAGER’S EMPLOYMENT AGREEMENT

WHEREAS, on April 10, 2019, the Town of Firestone entered into an Employment Agreement (“Agreement”) with Arthur J. Krieger to serve as Town Manager; and

WHEREAS, the Agreement provides that the Town Manager’s performance shall be reviewed and evaluated by the Board of Trustees no less frequently than on an annual basis; and

WHEREAS, as a result of such reviews in 2021 and 2022 the Board of Trustees approved the First Amendment to the Agreement which amended the Town Managers compensation and paid time off and the Second Amendment to the Agreement which amended the Town Managers compensation; and

WHEREAS, on May 17, 2023 the Board of Trustees met with a Human Resources Consultant to conduct its review and evaluation of the Town Manager and on December 13, 2023 the Board of Trustees authorized Mayor Pro Tem Jimenez and Trustee Sharp to meet with the Town Manager to finalize amendments to the Agreement; and

WHEREAS on December 18, 2023 Mayor Pro Tem Jimenez and Trustee Sharp met with the Town Manager and the parties agreed to amendments regarding the Agreement’s annual review and evaluation process and compensation.

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

The Third Amendment to the Town Manager’s Employment Agreement is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Third Amendment on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2024.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristi K. Bashor, CMC Town Clerk

William P. Hayashi, Town Attorney

THIRD AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT

This Third Amendment to the Town Manager's Employment Agreement is made and entered into this 10th day of January 2024, by and between the Town of Firestone, Colorado, and Arthur J. Krieger, the Town Manager.

WHEREAS, on April 10, 2019, the Town of Firestone entered into an Employment Agreement ("Agreement") with Arthur J. Krieger to serve as Town Manager; and

WHEREAS, the Agreement provides that the Town Manager's performance shall be reviewed and evaluated by the Board of Trustees no less frequently than on an annual basis; and

WHEREAS, in April and May of 2021 the Board of Trustees met with the Town Manager to review and evaluate his performance and subsequently amended the Agreement as to compensation and paid time off; and

WHEREAS, in March 2022 the Board of Trustees met again with the Town Manager to review and evaluate his performance and subsequently amended the Agreement as to compensation; and

WHEREAS, on May 17, 2023 the Board of Trustees met with a Human Resources Consultant to conduct its review and evaluation of the Town Manager and on December 13, 2023 the Board of Trustees authorized Mayor Pro Tem Jimenez and Trustee Sharp to meet with the Town Manager to discuss proposed amendments to the Agreement; and

WHEREAS, on December 18, 2023 Mayor Pro Tem Jimenez and Trustee Sharp met with the Town Manager and the parties agreed to amendments regarding the timing of the annual review and evaluation and compensation.

NOW, THEREFORE, the parties agree as follows:

Section 1. Section 3, Compensation, of the Agreement is amended by increasing the Town Manager's annual base salary from \$210,000.00 to \$220,500.00 effective April 10, 2023, which day is the Town Manager's Anniversary of Hire.

Section 2. The second sentence of Section 6, Performance Evaluation: Off Site Retreat is amended to read as follows; The Town Manager's performance shall be reviewed and evaluated no less frequently than in February, May, August and November of each year; except that the foregoing shall not limit the authority of the Board of Trustees to review and evaluate the performance of the Town Manager at any other time as the Board of Trustees in its discretion may determine.

Section 3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Third Amendment to Agreement as of January 10, 2024.

TOWN OF FIRESTONE, COLORADO

TOWN MANAGER

Drew Alan Peterson, Mayor

Arthur J. Krieger

ATTEST:

Kristi K Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.e

Discussion/Action

Meeting Date: January 10, 2024

Initiated By: David Angelo

Dept: Police

AGENDA TITLE

RESOLUTION 24-14 A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE FIRESTONE POLICE DEPARTMENTS APPLICATION FOR THE COLORADO DEPARTMENT OF LOCAL AFFAIRS PEACE OFFICERS BEHAVIORAL HEALTH SUPPORT AND COMMUNITY PARTNERSHIPS GRANT PROGRAM

RECOMMENDATION

Staff recommends approval of Resolution 24-14.

SUMMARY

This grant application requires the approval from the Board of Trustees before application can be made. This is a 2-year grant cycle. Projected award notice will be on February 20, 2024 and the contract term of the grant expires on June 30, 2026. **No local match is required from any applicant.**

The Firestone Police Department is applying for this DOLA grant in partnership with North Range Behavioral Health to add a second full time co-responder. At the Regular Board Meeting on April 27, 2022, the Board approved **Resolution 22-48** approving an Agreement between the Town of Firestone, Town of Frederick, City of Dacono, and North Range Behavioral Health to establish and operate a co-responder program. The Town of Mead is also a part of this co-responder program but their Agreement was approved separately. All of these partner agencies co-fund one co-responder position.

Currently, there is only one full-time co-responder for South Weld County and she only works Tuesday-Friday, and the need for a second co-responder for the days we don't have a co-responder on duty is needed. All participating agency police chiefs (Mead, Frederick, Dacono, Firestone) and the clinical network director at North Range are in unanimous support of the need to add a second full time co-responder to fill the gap so that we have 7-day a week co-responder coverage which will serve both our community and police officers.

We are also applying to contract with Brower Psychological to provide counseling, therapy, critical incident debriefing, and support services to all sworn police officers. The next component of the grant application is to contract with Cordico to customize a wellness app for Firestone. The wellness app offers a complete range of self-assessments as well as continuously updated videos, guides and articles on more than 60 wellness health topics. We are also able to incorporate agency-specific content as well as one-touch access to our Peer Support Team, therapists, and chaplains.

This grant not only reinforces our commitment to our community, but our police officers as well.

FINANCIAL CONSIDERATIONS

Co Responder Estimates

Year 1 = \$95,000 – Annual salary and benefits for one FTE North Range Behavioral Health Clinician

Year 2 = \$99,750 – Adds 5% cost of living increase adjustment in year 2

Cordico Wellness Application

Year 1 = \$6,999 – Annual Cost of CordicoShield Law Enforcement Wellness App

Year 2 = \$6,999

Wellness Visits

Year 1 = \$10,200 – Annual cost of expanded wellness visits for police officers at two visits per year per officer

Year 2 = \$10,200

The total amount of this grant request will be approximately \$229,148 over the 2-year grant cycle.

HISTORY AND PREVIOUS BOARD ACTION

None

ATTACHMENTS

1. POMH NOFA FY 23-24 (1) (3)
2. Resolution 24-14 PD DOLA Grant Application (003)



COLORADO
Department of Local Affairs
Division of Local Government

**FY 2023-2024 (Funding) PEACE OFFICERS BEHAVIORAL HEALTH SUPPORT AND
COMMUNITY PARTNERSHIPS GRANT PROGRAM NOTICE OF FUNDING
AVAILABILITY/APPLICATION OVERVIEW (AKA POMH)**

Program Purpose:

The Peace Officers Behavioral Health Support and Community Partnerships grant program within the Department of Local Affairs (DOLA) is available for law enforcement agencies, peace officer organizations, and public safety agencies for purposes of 1-7 listed below.

1. Co-responder community responses.
2. Community-based alternative responses.
3. Counseling services for peace officers and their immediate family members.
4. Assistance for development and implementation of policies to support peace officers who are involved in shootings or fatal use of force.
5. Training and education programs that teach peace officers and their immediate family members the symptoms of job-related mental trauma and how to prevent and treat such trauma.
6. Peer support programs for peace officers.
7. Hiring, contracting, or developing a remote network to provide behavioral health counseling, therapy, or other related support services to peace officers involved in job-related traumatic situations.

Behavioral Health Support

The POMH program supports a wide range of behavioral health support services for peace officers and peace officer immediate family members. Behavioral health support services are also available to Public Safety Agencies including law enforcement agencies, fire protection, emergency medical and response, and 911 emergency dispatch services.

Eligible expenses in the POMH-supported grant include:

- Counseling services including professional counseling, therapy, treatment services, mental health wellness checks, critical incident debriefing, trauma, prevention and reimbursement of expenses for counseling services incurred by a peace officer.
- Peace Officer immediate family members are eligible for counseling services, training and education programs associated to job-related trauma of the peace officer and how to prevent and treat job-related trauma,
- Peer support programs including professional training and oversight, “train the trainer” costs, on-site training and education, and costs of a behavioral health provider,

- Training and education including costs of registration and travel expenses for conferences, retreats, on or off-site training, membership fees, licenses for software applications,
- Development and implementation of behavioral health policies including consulting fees, printing, training, and
- Hiring, contracting, or developing a remote network to provide behavioral health counseling, therapy, or other related support service including IT services and training.

Eligible applicants for POMH Behavioral Health support include:

- County sheriff's offices
- Municipal police departments
- Colorado State Patrol
- Colorado Bureau of Investigation
- Colorado Department of Corrections
- Colorado Department of Revenue
- Campus police departments
- Town marshal's offices
- Colorado Division of Parks and Wildlife
- Public safety agencies
- Peace officer organizations

Co-Responder/Community-Based Alternative Response Support

Behavioral health entities, county or district public health agency, or community-based social services or behavioral health providers are eligible to apply for a grant in partnership with a law enforcement or public safety agency for co-responder or community-based alternative response programs.

Eligible expenses in the co-responder/community-based alternative response program include:

- Clinician's actual service hours provided to an intervention.
- Crisis intervention training for peace officers.
- Cross-training between law enforcement officers and behavioral health disciplines.
- IT hardware, software applications related to a co-response/community-based alternative program.

Eligible entities in the co-responder/community-based alternative programs include:

- Law enforcement or peace officer agencies.
- Behavioral health entities.
- County or district public health agency.
- Community-based social service or behavioral health providers in partnership with a law enforcement or public safety agency.

POMH Program Ineligible Expenses

The Peace Officers Behavioral Health and Community Partnerships Grant Program will not reimburse grantees for the expense categories listed below:

- Vehicle purchase or lease
- Peace officer or first responder regular or overtime wages
- Retainer-type contracts (e.g., standard fee per month every month)
- Capital improvements (e.g., office renovations)
- Equipment (uniforms, office furniture, exercise equipment, etc.)
- Grant administration or overhead
- Child care
- Food

Total Funding Available: approximately \$1,862,059

Local Match: no local match is required from any applicant.

Timeline:

Application opens: December 13, 2023
Application closes: January 19, 2024
Projected award notice: February 20, 2024
Executed contract: March 2024
Contract term: Through June 30, 2026

Online Application Process:

All applications must be submitted using the DOLA online grants portal. Please allow yourself time to become familiar with the grants portal system. Applicants will need to create an account, log into the system, and complete each section of the application. If necessary, you will be able to save and close a completed section of your online application and return to complete it at a later time.

Program criteria and helpful details on completing the online application:

- Ensure your application is complete and all questions answered before submitting.
- **Note: the Chief Elected Official/Principal Representative is a Mayor, County Commission Chair, or City Council President.**
- County Sheriffs' Offices and Municipal Police Departments are encouraged to apply in collaboration with behavioral health agencies in their region.
- Do not provide confidential information in the application or supporting documents.
- Utilize the budget form provided on the website <https://dlg.colorado.gov/peace-officer-behavioral-health-support-and-community-partnership-grant-program>
- All Grant applications will be evaluated based on the following criteria:
 - ❖ Narrative clearly defines the purpose of the project.
 - ❖ Includes a statement identifying the need for the funds.

- ❖ Includes a statement on the correlation between grant project goals and your organizational goals.
- ❖ Provides information that the objectives of the project are specific and measurable.
- ❖ Includes a completed line item project budget that accurately reflects the project.

Application Overview:

A. Applicant/Contact Information

1. Applicant name (All applicants must be a law enforcement agency or peace officers organization within the State of Colorado). Behavioral health entities may apply in partnership with a law enforcement or public safety agency.
2. Chief Elected Official/Principal Representative (i.e. Mayor, County Commission Chair, City Council President).
3. Designated contact person/Responsible Administrator for the application.

B. Application Questions

1. Amount of grant funds requested.
2. Intended use of grant funds.
3. Describe your need for these funds.
4. How do the project goals correlate to your organization goals?
5. Explain how your project goals are specific and measurable.
6. Collaboration
7. Project budget (use form provided)

C. Board Approval/Tabor (for local government applicants)

1. Official board action: Every application must provide the date the city/town/county board, council or trustees authorized the submittal of the grant application.
2. TABOR (for local government applicants): The funds for the Peace Officers Behavioral Health Support Grant and Community Partnerships Grant Program are state funds and may be subject to TABOR. Local jurisdictions are responsible for their own Tabor compliance. Please consult with your legal counsel regarding TABOR limits before submitting an application.

Contact:

Peace Officers Behavioral Health Support and Community Partnerships Grant Program:
<https://www.colorado.gov/pacific/dola/peace-officer-mental-health-grant>

Ella Bowman
 Grant Program Manager
 (303) 864-7896
ella.bowman@state.co.us

RESOLUTION NO. 24-14

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE FIRESTONE POLICE DEPARTMENTS APPLICATION FOR THE COLORADO DEPARTMENT OF LOCAL AFFAIRS PEACE OFFICERS BEHAVIORAL HEALTH SUPPORT AND COMMUNITY PARTNERSHIPS GRANT PROGRAM

WHEREAS, in April 2022 the Town of Firestone (“Town”) Town of Fredrick, and City of Dacono entered into an Agreement with North Range Behavioral Health (“North Range”) to establish and operate a Co-Responder Program; and

WHEREAS, the Town of Mead by a separate agreement is also receiving Co-Responder Services from North Range; and

WHEREAS, the funding from the four entities only provides for the shared services of one full-time Co-Responder who is not on duty during the weekends and given the nature of the services the entities Police Chiefs desire that a Co-Responder to be available seven days a week; and

WHEREAS, North Range’s Clinic Network Director agrees with the Police Chiefs that there is a need for another Co-Responder to ensure that services are available seven days a week; and

WHEREAS, to obtain the necessary funds for such services the Town’s Police Department desires to apply for grant funds for two years totaling \$229,148 from the Colorado Department of Local Affairs (“DOLA”) Peace Officers Behavioral Health Support and Community Partnerships Grant Program; and

WHEREAS, as a condition of submittal of the application DOLA requires that the applicants governing body support submittal of the grant application; and

WHEREAS, the Town’s Police Department requests that the Board of Trustees support its submittal of the Grant Application.

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

The Board of Trustees of the Town of Firestone finding that such is of benefit to the public’s health safety and welfare approves the Town’s Police Department’s submittal of the Colorado Department of Local Affairs Peace Officers Behavioral Health Support and Community Partnerships Grant Program to obtain funding to ensure full time Co-Responder Services for those within the municipalities of Firestone, Frederick, Dacono and Mead.

INTRODUCED, READ AND ADOPTED this ____ day of January, 2024.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.f

Discussion/Action

Meeting Date: January 10, 2024

Initiated By:

Dept: Board of Trustees

AGENDA TITLE

Discussion of Judge Jones current contract

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None