



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

June 26, 2024
6:30 PM

9900 Park Avenue, Firestone, CO 80504

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

PRE-MEETING WORK SESSION 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 the June 12, 2024 Board of Trustees Meeting Minutes
 - b. **Resolution 24-64:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A LICENSE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT AND THE NEW COAL RIDGE DITCH COMPANY REGARDING THE COAL RIDGE DITCH BRIDGE REPLACEMENT PROJECT
 - c. **Resolution 24-65:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND MOUNTAIN RANGE PLUMBING LLC FOR THE REPLACEMENT OF RESTROOM TOILETS AT PENINSULA PARK
 - d. **Resolution 24-66:** 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.

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

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

- e. **Ordinance 1044:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO CONSENTING TO THE INCLUSION OF CERTAIN PROPERTIES LOCATED WITHIN THE TOWN OF FIRESTONE INTO THE MUNICIPAL SUBDISTRICT OF THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT

6. Discussion/Action

- a. Assigning Board of Trustee Liaisons
- b. Change of Board of Trustees Meeting Nights
- c. Quasi-Judicial Training

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

8. Reports

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

9. Adjournment

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

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

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.a

Consent Agenda

Meeting Date: June 26, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of the June 12, 2024 Board of Trustees Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. June 12, 20234 Board of Trustees Meeting Minutes



TOWN OF FIRESTONE
Board of Trustees Regular Meeting
MINUTES
June 12, 2024

1. Call to Order & Roll Call

The Town of Firestone met for a Regular Meeting on June 12, 2024, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Pro Tem Jimenez called the meeting to order at 6:30 PM.

The following were present upon the call of the roll:

Mayor: Don Conyac- **EXCUSED**

Mayor Pro-tem: Frank A. Jimenez

Trustees: Linda J. Haney
Ray Byrd
Matt Holcomb
Lorna Morton

Staff: **Present:** Jan Sloat, Director of Human Resources; Matt Wiederspahn, Director of Engineering & Utilities; 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 Water and Community Resources; Todd Bjerkaas, Director of Planning & Development; Pam Howard, Planning Manager; David Angelo, Chief of Police; Eric DeBolt, IT Manager; Miriam Luna Gonzalez, 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 Morton, **second** by Trustee Byrd, to Approve the Agenda. All in Favor, **Motion carried.**

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

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

5. Consent Agenda

Motion by Trustee Morton, **second** by Trustee Haney, to Approve the Consent Agenda
Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Haney, Trustee Morton,
Trustee Byrd

No: None

Abstain: None

Motion carried.

- a. Approval of the May 15, 2024 Board of Trustees Special Meeting Minutes
- b. Approval of the May 29, 2024 Board of Trustees Special Meeting Minutes
- c. Reappointment of Julie Pasillas and Dave Lindsay to the St. Vrain Water Authority Board of Directors
- d. **Resolution 24-58:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A VENDORS SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RECDESK LLC FOR RECREATION MANAGEMENT SOFTWARE
- e. **Resolution 24-61:** 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 DENMORE FILING NO. 3; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DENMORE FILING NO. 3 SUBDIVISION
- f. **Resolution 24-62:** 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 DENMORE FILING NO. 4; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DENMORE FILING NO. 4 SUBDIVISION

6. Presentation

- a. 2023 Audit
- b. Town Clerk Swearing In

7. Land Development

- a. **PUBLIC HEARING: Resolution 24-47:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR FRONTIER ESTATES FILING 2 LOCATED WITHIN THE TOWN OF FIRESTONE

Motion by Trustee Morton, **second** by Trustee Byrd, to Continue **PUBLIC HEARING: Resolution 24-47:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR FRONTIER ESTATES FILING 2 LOCATED WITHIN THE TOWN OF FIRESTONE

to the July 24, 2024 Board of Trustees meeting.

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Haney, Trustee Morton, Trustee Byrd

No: None

Abstain: None

Motion carried.

- b. **PUBLIC HEARING: Resolution 24-48:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SERVICE PLAN FOR THE FRONTIER ESTATES METROPOLITAN DISTRICT

Motion by Trustee Haney, **second** by Trustee Byrd, to Continue **PUBLIC HEARING: Resolution 24-48:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SERVICE PLAN FOR THE FRONTIER ESTATES METROPOLITAN DISTRICT to the August 14, 2024 Board of Trustees meeting.

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Haney, Trustee Morton, Trustee Byrd

No: None

Abstain: None

Motion carried.

- c. **Resolution 24-51:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE MERITAGE HOMES OF COLORADO INC NATIVE WATER CREDIT PURCHASE AGREEMENT

Motion by Trustee Morton, **second** by Trustee Haney, to move **Resolution 24-51:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING THE MERITAGE HOMES OF COLORADO INC NATIVE WATER CREDIT PURCHASE AGREEMENT to the July 24, 2024 Board of Trustees meeting.

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Haney, Trustee Morton, Trustee Byrd

No: None

Abstain: None

Motion carried

- d. **PUBLIC HEARING: Ordinance 1043:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN APPLICATION TO AMEND THE BAREFOOT LAKES OUTLINE DEVELOPMENT PLAN

Mayor Pro Tem Jimenez opened the public hearing for Ordinance 1043 at 7:10 PM.

Todd Bjerkaas, Director of Planning & Development, and Pam Howard, Planning

Manager, presented to the Board of Trustees.

Anastasia Urban, from Brookfield & Jake Sippy with design workshop, the applicants presented to the Board of Trustees.

There was no one who wished to make public comment.

Todd Bjerkaas, Director of Planning & Development, Pam Howard, Planning Manager, Jake Sippy and Anastasia Urban, the applicant, responded to the board's questions regarding the proposed ordinance.

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve **PUBLIC HEARING: Ordinance 1043**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN APPLICATION TO AMEND THE BAREFOOT LAKES OUTLINE DEVELOPMENT PLAN

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Haney, Trustee Morton, Trustee Byrd

No: None

Abstain: None

Motion carried.

8. Discussion/Action

- a. **Resolution 24-60**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SITE SERVICES DRILLING LLC REGARDING THE SOUTH PLATTE RECHARGE STATION NO. 1 PHASE 1 EXPLORATION DRILLING SERVICES

Motion by Trustee Haney, **second** by Trustee Morton, to Approve **Resolution 24-60**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SITE SERVICES DRILLING LLC REGARDING THE SOUTH PLATTE RECHARGE STATION NO. 1 PHASE 1 EXPLORATION DRILLING SERVICES

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Haney, Trustee Morton, Trustee Byrd

No: None

Abstain: None

Motion carried.

- b. **Resolution 24-59**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2024 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2024.

Motion by Trustee Morton, **second** by Trustee Haney, to Approve **Resolution 24-59**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,

COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2024 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2024.

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Haney, Trustee Morton, Trustee Byrd

No: None

Abstain: None

Motion carried.

- c. **Resolution 24-63:** RESOLUTION A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN OIL AND GAS LEASE BETWEEN THE TOWN OF FIRESTONE AND KERR-MCGEE OIL & GAS ONSHORE LP

Motion by Trustee Byrd, **second** by Trustee Morton, to Approve **Resolution 24-63:** RESOLUTION A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN OIL AND GAS LEASE BETWEEN THE TOWN OF FIRESTONE AND KERR-MCGEE OIL & GAS ONSHORE LP

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Haney, Trustee Morton, Trustee Byrd

No: None

Abstain: None

Motion carried.

- d. Appointment of Finance Committee Member

Motion by Trustee Byrd, **second** by Trustee Morton, to Appoint Pat Young to the Finance Committee.

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Haney, Trustee Morton, Trustee Byrd

No: None

Abstain: None

Motion carried.

- e. Appointment of New Board of Trustees Member

Motion by Trustee Holcomb, **second** by Trustee Haney, to Appoint Bobby Matthews as the New Board of Trustees Member.

Roll Call Vote:

Yes: Trustee Holcomb, Trustee Haney

No: Mayor Pro Tem Jimenez, Trustee Morton, Trustee Byrd

Abstain: None

Motion failed.

Motion by Trustee Holcomb, **second** by Trustee Haney, to Appoint Sean Doherty as the New Board of Trustees Member

Roll Call Vote:

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

No: Trustee Holcomb, Trustee Haney

Abstain: None

Motion carried.

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

10. Reports

a. Staff

10.a.i. 4th at Firestone Update

10.a.ii. April & May Monthly Financial Reports

b. Mayor

c. Trustees

11. Adjournment

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve Adjournment. All in Favor, **Motion carried.**

Introduced and Approved the 26th day of June 2024.

TOWN OF FIRESTONE, COLORADO

ATTEST

Don Conyac Jr., Mayor

Miriam Luna Gonzalez, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.b

Consent Agenda

Meeting Date: June 26, 2024

Initiated By: Nate Haasis

Department: Engineering & Utilities

AGENDA ITEM

Resolution 24-64: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A LICENSE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT AND THE NEW COAL RIDGE DITCH COMPANY REGARDING THE COAL RIDGE DITCH BRIDGE REPLACEMENT PROJECT

RECOMMENDATION

Staff recommends the Board approve Resolution 24-64 approving a license agreement between the Northern Colorado Water Conservancy District and the New Coal Ridge Ditch Company and the Town of Firestone for the construction of the Weld County 20 Bridge Replacement project.

SUMMARY

This agreement is for the construction phase of the Weld County 20 Bridge Replacement project. In October 2022, the Town applied for the Colorado Department of Transportation (CDOT) Off-System Bridge Program Grant for this project.

CDOT performs the bridge inspection every two years and, through this program, has identified replacement of the structure located at Pine Cone Ave (WCR 20) and Coal Ridge Ditch. In February 2023, CDOT's Special Highway Committee awarded the Town a grant in the amount of \$912,970.00. This grant includes \$730,376.00 in federal funds with a \$182,594.00 local match (80/20 split) to be used for the completion of the construction phase of the bridge replacement project.

Part of the CDOT process is to obtain utility clearances prior to advertisement for construction services. This License Agreement with the Northern Colorado Water Conservancy District (Northern Water) and The New Coal Ridge Ditch Company (Coal Ridge) authorizes the Town to perform construction activities within the Coal Ridge Ditch Easement. It is the final clearance needed before submitting final plans to CDOT for authorization to advertise for construction services.

FINANCIAL CONSIDERATIONS

In 2024, the Board approved a project budget of \$1,175,000 including an Off-System Bridge Program Grant in the amount of \$912,970.00, which includes \$730,376.00 in federal funds with a \$182,594.00 local match (80/20 split).

HISTORY AND PREVIOUS BOARD ACTION

In December 2022, a Request For Proposals (RFP) was posted inviting engineering consultants to submit proposals for design services for the replacement of the bridge structure located at Pine Cone Ave (WCR 20) and Coal Ridge Ditch.

On March 22, 2023 the board approved the Bohannon Hutson, Inc. (BHI) design contract.

On August 9, 2023, the Town of Firestone entered into an Intergovernmental Agreement with CDOT regarding the awarded grant for CDOT'S Special Highway Committee awarded the Town a grant in the amount of

\$912,970.00. This grant includes \$730,376.00 in federal funds with a \$182,594.00 local match (80/20 split) to be used for the completion of the construction phase of the bridge replacement project.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 24-64_Northern Water Coal Ridge License Agreement South Platte Canal Bridge Replacement
2. WCR 20 Bridge Replacement Draft Agreement

RESOLUTION NO. 24-64

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A LICENSE AGREEMENT
BETWEEN THE TOWN OF FIRESTONE AND THE NORTHERN
COLORADO WATER CONSERVANCY DISTRICT AND THE NEW COAL
RIDGE DITCH COMPANY REGARDING THE COAL RIDGE DITCH
BRIDGE REPLACEMENT PROJECT**

WHEREAS, in March 2022 the Colorado Department of Transportation's ("CDOT") Consultant inspected the Coal Ridge Ditch Bridge located within the Town of Firestone ("Town") and rated it in poor condition; and

WHEREAS, the Town received a grant from CDOT's Off-System Bridge Program to replace the bridge; and

WHEREAS, the bridge crosses the South Platte Supply Canal upon which the Northern Colorado Water Conservancy District ("Northern Water") and the New Coal Ridge Ditch Company ("Coal Ridge") have certain easements and fee interests and to replace the bridge the Town must therefore obtain permission from Northern Water and Coal Ridge; and

WHEREAS, Northern Water and Coal Ridge are willing to grant the Town permission to replace the bridge subject to a License Agreement which sets forth their ability to continue use of the subject property for their designated purposes, review and approval of the Town's construction plans, ensure the Town has a qualified contractor and upon notice to the Town inspect the project and hold the Town responsible for any damage or loss to Northern Water or Coal Ridge's property, operations or facilities resulting from the project.

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

The License Agreement between the Town of Firestone and the Northern Colorado Water Conservancy District and the New Coal Ridge Ditch Company regarding the Town's Coal Ridge Ditch Bridge Replacement 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 License Agreement on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

- **LICENSE AGREEMENT**

THIS LICENSE ("License"), executed this _____ day of _____, 2024, by and between the Northern Colorado Water Conservancy District, a quasi-municipal entity and political subdivision of the State of Colorado ("Northern Water") and The New Coal Ridge Ditch Company, a Colorado mutual irrigation company and nonprofit corporation ("Coal Ridge"), and the Town of Firestone, a Colorado statutory municipal corporation ("Licensee").

RECITALS

A. Northern Water and Coal Ridge own certain easements or fee interests on a parcel of real property located in the southeast quarter of Section 17 and the northeast quarter of Section 20, both in Township 2 North, Range 67 West of the 6th P.M., in Weld County, Colorado (the "Property"), as depicted on the plans provided to Northern Water and Coal Ridge described as: 1. a 32 Page, Final Design plan set titled "Firestone WCR20 and Coal Ridge Ditch Bridge Replacement," prepared by Bohannon Huston, March 26, 2024; 2. a Hydraulic Analysis, prepared by Bohannon Huston, January 23, 2024; and 3. Bridge Replacement Geometric Layout, prepared by Bohannon Huston, October 18, 2023, collectively referred to and made a part hereof by this reference (the "Plans"). Licensee desires to replace the bridge over the South Platte Supply Canal ("Canal") at canal station 1286+59.4, in accordance with the Plans.

B. The Canal, part of the Colorado-Big Thompson Project, is located on the Property. Coal Ridge and Northern Water own the Canal and Northern Water owns and operates the Colorado-Big Thompson Project.

C. Licensee desires to obtain permission therefor from Northern Water and Coal Ridge to install the new Bridge on the Property (the "Licensed Facility") pursuant to the Plans.

NOW, THEREFORE, for and in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Northern Water and Coal Ridge grant to Licensee, its successors and permitted assigns, with respect to such title and interest as Northern Water and Coal Ridge may have in the Property, and upon the terms and conditions hereinafter stated, the permission and right to construct, operate, maintain, repair and replace the Licensed Facility on the Property. Such installation and construction shall be located within the Property as shown on the Plans.

Licensee shall pay to Northern Water and Coal Ridge any amounts necessary to cover their reasonable legal, engineering, and costs of inspection incurred as a result of this License.

2. Northern Water and Coal Ridge shall continue to have the right to use the Property for all purposes in connection with the Canal and the Colorado-Big Thompson Project, and the rights herein granted to Licensee for the use of the Property are subject to the rights of Northern Water and Coal Ridge to use the Property for such purposes as described in Northern Water's easement deed, and under Colorado law. Northern Water and Coal Ridge reserve the right of their officers, agents, employees, licensees, and permittees at all proper times and places freely to have ingress to, passage over, and egress from all of the Property for the purpose of exercising, enforcing, and protecting the rights reserved herein.

3. Northern Water and Coal Ridge reserve the right to grant to others the use of the Property for any purposes whatsoever, provided that the same shall not unreasonably interfere with the Licensed Facility.

4. Construction, Maintenance, and Repair.

4.1. A copy of this License shall be on the job site at all times.

4.2. Approval of Plans for the Licensed Facility by Northern Water and/or Coal Ridge shall not relieve Licensee of its sole responsibility to ensure the design and location of the Licensed Facility will not interfere with Northern Water and Coal Ridge's use of the Property. The Licensed Facility shall be constructed in accordance with such approved plans and specifications.

4.3. Except as provided in paragraph 15, Licensee shall notify the operational contacts for Coal Ridge and Northern Water at least three (3) working days (Saturdays and Sundays excluded) preceding the date of commencing work involving the construction, repair, or replacement of the Licensed Facility. Coal Ridge and/or Northern Water shall have the right to inspect the construction and any repair and replacement of the Licensed Facility by the Licensee. Licensee agrees to reimburse Coal Ridge and Northern Water respectively for the reasonable costs of such inspections. If Licensee conducts construction without notifying Coal Ridge and Northern Water as required herein, Coal Ridge and Northern Water, at their option, may require Licensee to excavate any fill or other material placed over the construction and may require Licensee to disassemble and reconstruct any structures or other work completed without providing the required notice. For purposes of this License, reimbursement shall be made by Licensee at the hourly rate for labor and equipment currently utilized by Coal Ridge and Northern Water in computing job costs. A statement for the total costs properly chargeable to Licensee hereunder will be forwarded to Licensee upon completion of the authorized construction or repair, and the same shall be paid to Coal Ridge and Northern Water respectively within thirty (30)

days after the billing date. If payment has not been received by Coal Ridge and Northern Water respectively within thirty (30) days of the billing date, interest shall thereafter accrue on the unpaid balance at the rate of twelve percent (12%) per annum, and Coal Ridge and Northern Water, respectively, shall be entitled to all costs of collection including reasonable attorney fees incurred.

- 4.4. Licensee agrees no construction shall take place on the Property during the water delivery season, which is from April 1 through October 31 of any calendar year.
- 4.5. Northern Water and Coal Ridge shall have the right to inspect all facilities constructed or installed pursuant to this License. The instructions of any representative authorized by Northern Water or Coal Ridge to advise Licensee regarding the safety of facilities operated by Northern Water or Coal Ridge shall be made in writing, except in the event of an emergency, and provided to Licensee's operational contact listed in paragraph 13.2 below and followed by Licensee, its agents, contractors and employees.
- 4.6. Any damage done to facilities operated by Northern Water or Coal Ridge, or appurtenances to such facilities, resulting from the construction or during any operations, maintenance, repair, or replacement of the Licensed Facility shall be timely repaired at the expense of Licensee, and all portions of the Property or appurtenances which are damaged by the construction of the Licensed Facility shall be restored by Licensee to substantially the same as the original condition. If construction of the Licensed Facility results in resettling, Licensee shall restore the surface of the Property by grading and compacting any irregularities left after construction, maintenance, repair or replacement for a period of two years after the activity.
- 4.7. Licensee shall not do or permit to be done any blasting above, or underneath the facilities of Northern Water or Coal Ridge without first having received prior written permission from Northern Water and Coal Ridge. Any blasting shall be done in the presence of a representative of Northern Water or Coal Ridge.
- 4.8. Upon completion, Licensee shall notify Northern Water and Coal Ridge of completion of the Licensed Facility and shall fix a date within fourteen (14) days thereafter upon which representatives of Northern Water, Coal Ridge and Licensee shall jointly inspect the Licensed Facility. Licensee shall, at its sole expense, make any corrections necessary to bring the work within the requirements of this License. Licensee shall be responsible for the correction of any defects or failures of facilities operated by Northern Water and/or Coal Ridge which are due to faulty design or materials or poor workmanship of the Licensed Facility. Also, upon completion of the Facility, Licensee shall provide a set of "as built" to Northern Water and Coal Ridge. Following inspection of the Licensed Facility and acceptance by Northern Water and Coal Ridge,

Licensee shall not make any material modifications to the Licensed Facility without obtaining the prior written approval of Northern Water and Coal Ridge.

5. [Intentionally omitted].

6. In the event that Licensee's use of the Property should, in the sole discretion of Northern Water or Coal Ridge, interfere with or constitute a hazard to the facilities, officials, employees, or contractors of Northern Water or Coal Ridge, or to the general public, Northern Water or Coal Ridge may require immediate relocation, modification, or removal of the Licensed Facility to eliminate such interference or hazard and may suspend Licensee's right to use the Property under this License until such relocation or modification is completed. If Licensee should fail to take such action as requested, Northern Water and/or Coal Ridge may take such action to eliminate the hazard at the expense of Licensee.

7. Licensee may not grant any license or other interest in the Property that in any way interferes with or threatens to interfere with use of the Property or any operation, maintenance, use or administration of the Colorado-Big Thompson Project by Northern Water or Coal Ridge. Prior to granting any license or interest in the Property, Licensee shall obtain the written permission of Northern Water and Coal Ridge.

8. Licensee shall not cause nor permit to be caused by any of its contractors, agents or employees, any hazardous substances, pollutants or contaminants as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), or hazardous wastes, as defined by the Resource Conservation and Recovery Act ("RCRA"), including, but not limited to asbestos, polychlorinated biphenyls ("PCB's") and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over, or beneath the Property. Any hazardous, toxic or flammable substances used by the Licensee or its agents, representatives, or independent contractors in the construction, operation, maintenance, repair or replacement of the Licensed Facility shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment. Upon completion of such activities, any such hazardous, toxic or flammable substances shall be removed from the Property by Licensee.

9. Licensee shall, to the extent permitted by law indemnify, hold harmless, and defend Northern Water and Coal Ridge, their officers, agents and employees, from any and all claims, liability or expenses, including attorney fees, from any cause whatsoever arising or resulting from the construction, existence, repair, maintenance, operation or removal of the Licensed Facility or the activities of Licensee and its agents, employees and contractors on the Property.

10. Licensee understands and acknowledges that normal repair, reconstruction, and maintenance of the Canal facilities on the Property includes, but is not limited to, excavating the bottom and shaping the sides of the Canal with heavy equipment which travels on the bottom of the Canal or on its banks; installing and replacing riprap, replacing, adding or reconstructing water turnouts, headgates, valves, check dams, and other structures and facilities to direct or control the flow of water; reconstructing and replacing eroded, weakened or breached canal banks; construction of culverts or bridges across the Canal; and emergency actions taken in the event of overtopping or breach of the Canal; and that such activities are necessarily imprecise with respect to depth of excavations, bank dimensions, and the like. Northern Water and Coal Ridge shall only be responsible for any damage to the Licensed Facility resulting from their negligent activities and shall timely repair such damage at their expense to the reasonable satisfaction of the Licensee.

11. Notwithstanding any other provisions of this License, Northern Water and Coal Ridge shall not be responsible for any loss or damages to property arising from this License, including, but not limited to, the Licensed Facility, damages to growing crops, animals, and machinery; or injury to Licensee or its associates, officers, agents, employees, guests, invitees, trespassers, family, or any others who are on the premises; or for damages or interference caused by natural phenomena.

12. The cost of any repairs or maintenance to the Canal that are directly the result of, the Facilities or activities of Licensee on the Property, and not timely remedied by Licensee pursuant to paragraph 4.6, shall be reimbursed by Licensee to Coal Ridge and/or Northern Water, as the case may be, within thirty (30) days of billing.

13. Communications:

13.1. Any written communication or correspondence to any of the parties shall be directed to:

Real Estate Management Department
Northern Colorado Water Conservancy District
220 Water Avenue
Berthoud, CO 80513

and to: New Coal Ridge Ditch Company
10879 Weld County Road 17
Longmont, CO 80504

with a copy to:
Jeffrey J. Kahn
Lyons Gaddis
P.O. Box 978

Longmont, CO 80502-0978

and to: Town of Firestone
Nathan Haasis
Town of Firestone
9950 Park Ave.
Firestone, CO 80504

with copy to: _____

13.2. For operational contacts, the following persons are designated as the entities' contacts:

Northern Water:

Brian Flockhart, Real Estate Department
E-mail: bflockhart@northernwater.org
Office: 970-622-2270
Cell: 970-686-2806

Coal Ridge:

Javier Carrera, Superintendent
E-mail: jcarrera33388@icloud.com
Cell: 720-582-6644,

Licensee:

Town of Firestone:

Nathan Haasis, PE

Email: nhaasis@firestoneco.gov

Office: 303-531-6274

13.3. In the event of an emergency, as described in paragraph 15, Coal Ridge, Northern Water, or Licensee shall provide notice to the other parties as soon as practicable at the emergency contacts identified below.

EMERGENCY CONTACTS:

Coal Ridge: Javier Carrera, Superintendent
Cell: 720-582-6644

Northern Water: Brian Flockhart, Jim Struble
Office: 970-622-2270 or Office: 970-622-2243
Cell: 970-686-2806 Cell: 970-593-2074

Licensee: Nathan Haasis, PE
Office: 303-531-6274
Email: nhaasis@firestoneco.gov

13.4. The parties may change the personnel and addresses to which notice is given, by written notice to the other parties at the addresses listed in paragraph 13.1 above.

14. In the event of an emergency, Coal Ridge, Northern Water, or Licensee may conduct maintenance or repair work immediately, giving notice to the other party as soon as practicable at the emergency contacts identified in paragraph 13.3. Any party performing emergency work shall be reimbursed by the other party for their actual costs and expenses if the work was required as a result of the actions of the other party or parties. Except for their negligent actions, Coal Ridge and/or Northern Water shall not be responsible or held liable for damages to the Licensed Facility resulting from maintenance or repair.

15. Northern Water and Coal Ridge shall furnish Licensee with information regarding the terms of Northern Water and Coal Ridge 's interests in the Property that are necessary for Licensee to plan its installation of the Licensed Facility.

16. The License shall terminate upon the abandonment of the use of the Licensed Facility by Licensee. Abandonment shall be deemed to have occurred when the Licensed Facility has not been used for a continuous period of five years or if the Licensed Facility has not been installed within a period of three years from the date of this License. Licensee shall bear all costs of restoration of the Canal and its right-of-way to substantially its original condition upon abandonment of Licensee's facilities. In the event that Licensee fails to restore the Canal and its right-of-way to substantially its original condition, Coal Ridge and Northern Water may upon written notice to Licensee do so at Licensee's expense. Upon termination of this License for any reason, Licensee shall remove the Licensed Facility from the Property and substantially restore the Property to its condition prior to this License taking effect. If Licensee should fail to remove the Licensed Facility and restore the Property, Northern Water and Coal Ridge may, at the expense of Licensee, remove the same; dispose of all removed materials and

equipment so removed by such means as Northern Water and Coal Ridge, in their sole discretion, deem reasonable and restore the Canal and right-of-way at Licensee's expense.

17. If Licensee constructs or maintains the Licensed Facility in any manner that is not in accordance with the designs and specifications provided by Licensee, Northern Water and Coal Ridge may require Licensee to remove or correct any nonconforming portion of the Licensed Facility at Licensee's sole expense or may terminate this License.

18. Licensee shall require all contractors working on the Licensed Facility to provide and keep in full force and effect during the construction of the Licensed Facility) a builder's risk policy in the amount of at least \$1,000,000 per occurrence and the aggregate, ii) commercial general liability insurance, including contractual liability coverage and completed operations coverage, in the amount of at least \$1,000,000 per occurrence and in the aggregate, iii) automobile liability coverage in the amount of at least \$1,000,000 per occurrence and in the aggregate, iv) excess liability coverage in the amount of at least \$1,000,000 per occurrence and in the aggregate, v) pollution liability coverage in the amount of at least \$1,000,000 per occurrence and in the aggregate, and vi) worker's compensation coverage in the amounts prescribed by Colorado law covering all employees entering upon the Property. Said policies shall, except for the worker's compensation policy, name Northern Water and Lower Boulder as additional insureds under the policy. The completed operations coverage shall extend for a minimum of three (3) years after project completion. Licensee shall provide Northern Water and Coal Ridge with certificates of insurance showing that the required coverage is in effect prior to beginning construction of the Licensed Facility.

19. This License is issued subject to any prior licenses, easements, or leases granted by Northern Water and Coal Ridge on the Property for improvements of other parties.

20. This License shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto. This license shall be recorded with Weld County Clerk and Recorder.

21. Licensee shall bear the sole obligation of obtaining from the fee title owner of the Property or any other owner of a proprietary interest in the Property such authority or rights as Licensee may need in addition to the rights provided in this License for the Licensed Facility.

22. This License shall not be assigned by any party without the prior written consent of the other parties. Any assignees or successors to the rights of any of the parties hereunder shall be liable and bound under all provisions of this License.

23. Nothing in this License shall constitute a waiver, in whole or in part, of the governmental immunities, rights, or protections provided to Licensee or Northern Water by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to -120, or any successor or

similar statutes of the State of Colorado; or any protections offered to Coal Ridge under Colorado law.

24. Additional conditions:

24.1. Where compacting of earth materials is required around the Licensed Facility, the material shall be clay deposited in horizontal layers and compacted by using pneumatic and/or other suitable mechanical tampers. Backfill materials shall be deposited in horizontal layers of not more than six (6) inches in thickness after being compacted. Prior to and during compaction operations, backfill material shall have optimum practicable moisture content required for the purpose of compaction as determined by Northern Water and Coal Ridge. A minimum of 95 percent compaction required.

24.2. All buried lines within the right-of-way shall be marked at the point of entrance into, and exit from, the right-of-way on both sides with the appropriate signs identifying their location.

24.3. Licensee shall bear sole responsibility for the installation of any and all signage required by federal, state or local rules and regulations and/or required by either Northern Water or Coal Ridge,

25. The Parties acknowledge receipt and acceptance of these conditions by executing the signature and date spaces below and returning the executed License to the other Parties For purposes of this License, electronically transmitted signatures shall be considered original signatures. This Agreement may be executed in counterparts. Licensee may proceed with the authorized activities upon receipt of a copy of the executed License and Licensee has given the proper notice pursuant to paragraph 4.3 above.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

NORTHERN COLORADO WATER
CONSERVANCY DISTRICT

THE NEW COAL RIDGE DITCH COMPANY

By: _____

By: _____

Title: _____

Title: _____

TOWN OF FIRESTONE

By: Don Conyac Jr.,

Title: Mayor

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.c

Consent Agenda

Meeting Date: June 26, 2024

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 24-65: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND MOUNTAIN RANGE PLUMBING LLC FOR THE REPLACEMENT OF RESTROOM TOILETS AT PENINSULA PARK

RECOMMENDATION

Staff recommends approval of Resolution 24-65, authorizing the execution of the Construction Contract with Mountain Range Plumbing, LLC, for replacing restroom toilets at the Town of Firestone's Peninsula Park and authorizing staff to expend funds.

SUMMARY

The proposed resolution is for a Construction Contract with Mountain Range Plumbing, LLC, for the replacement restroom toilets at Peninsula Park. The need for replacement is due to ongoing maintenance issues with the existing toilets, resulting in the frequent closure of the restrooms.

Since the fall of 2023, the Parks Division staff has contacted several plumbing companies, and Mountain Range Plumbing, LLC was selected as the contractor the staff recommended for replacing the toilets.

FINANCIAL CONSIDERATIONS

The contract includes an amount not to exceed \$23,678.00. Sufficient funds were budgeted in 2024 in the Parks Division Repair and Maintenance Budget.

HISTORY AND PREVIOUS BOARD ACTION

None

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res No 24-65 CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND MOUNTAIN RANGE PLUMBING LLC
2. Construction Contract - Mountain Range Plumbing
3. Estimate for Services

RESOLUTION NO. 24-65

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN
OF FIRESTONE AND MOUNTAIN RANGE PLUMBING LLC FOR THE
REPLACEMENT OF RESTROOM TOILETS AT THE TOWN OF FIRESTONE'S
PENINSULA PARK**

WHEREAS, the Town of Firestone's Water and Community Resources ("WCRD") has determined that to ensure properly functioning restrooms for the public, it is necessary to replace the toilets at the Town of Firestone's Peninsula Park; and

WHEREAS, the WCRD requested quotes from various vendors and determined that Mountain Range Plumbing, LLC, was the most qualified vendor.

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

The Construction Contract between the Town of Firestone ("Town") and Mountain Range Plumbing, LLC to replace the toilets at the Town of Firestone's Peninsula Park 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 Contract on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 26th day of June, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this 26th day of July, 2024 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town" or the "Owner"), and **MOUNTAIN RANGE PLUMBING, LLC**, an independent contractor with a principal place of business at 5315 Coyote Drive, Frederick, Colorado 80504 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, the Town has found the Contractor to have the expertise and experience to perform the required services.

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

I. SCOPE OF WORK

- A. The Contractor shall complete all work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **Peninsula Park Restroom Repair**.
- B. A change in the Scope of Work shall not be effective unless authorized as a modification to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.
- C. Within ten days of the Effective Contract Date, the Contractor shall provide the certificate of insurance required by the Contract Documents.

II. RESERVE

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

- A. The work shall be substantially completed within 90 days of the Effective Date of this Agreement. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, or until terminated as provided herein.
- B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all work previously authorized and satisfactorily completed prior to the date of termination. If, however, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

-
- C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, and the parties recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the Town if the work is not completed on time. Accordingly, instead of requiring such proof the Parties agree that as liquidated damages for each day that all or a portion of the work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars (\$250) each day until the work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **\$23,678.00** (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses.

V. PAYMENT PROCEDURES

- A. The Contractor may submit Applications for Payment for completed work per the UNIT-PRICE BID FORM. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.
- B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the Construction Contract is completed satisfactorily and finally accepted by the Town.
- C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage.

VI. RESPONSIBILITY

- A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.
- B. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community.
- C. The work performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").
- D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.

-
- E. The Contractor hereby warrants to the Town that all materials and equipment used in the work, and made a part of the work, or placed permanently in the work, shall be new unless otherwise specified in the Contract Documents. The Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All work, materials, or equipment not conforming to the Contract Documents shall be considered defective.
 - F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Construction Contract and all work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

VII. OWNERSHIP

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

VIII. INDEPENDENT CONTRACTOR

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

IX. INSURANCE

- A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Construction Contract. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.
 - 1. Worker's Compensation insurance as required by law.
 - 2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of

interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

X. INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs, and assigns from and against all claims, liability, damages, losses, expenses, and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Construction Contract if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, recklessness or other faults of the Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

XI. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor concerning the Scope of Services, consist of the following:

- A. Certificate of Insurance.
- B. The following may be delivered or issued after the Effective Date of the Construction Contract and are attached hereto: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents.

There are no Contract Documents other than those listed above in this Section XII.

XII. CHANGE ORDERS

- A. A Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
 - 1. The scope of the change in the work;
 - 2. The amount of the adjustment to the Contract Price; and

-
3. The extent of the adjustment to the Contract Times(s).
- B. All changes in the work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment such changes.

XIII. MISCELLANEOUS

- A. Governing Law and Venue. This Construction Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.
- C. Integration. This Construction Contract and any attached exhibits constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Construction Contract.
- E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when personally presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Construction Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Construction Contract may only be modified upon written Agreement of the Parties.
- H. Assignment. Neither this Construction Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.
- J. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.
- K. Subject to Annual Appropriation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Article X, § 20 of the Colorado Constitution. Any financial obligation of the Town is subject to annual appropriation by its Board of Trustees. Any failure of a Board of Trustees to annually appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate the Agreement upon expenditure of the appropriated funds. IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

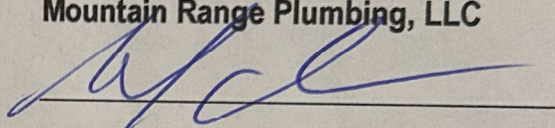
Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Mountain Range Plumbing, LLC

By:



STATE OF COLORADO)

) ss.

COUNTY OF

Weld

)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 19 day of June, 2024 by Michael Tasimone as owner of Mountain Range Plumbing LLC

My commission expires:

(SEAL)

04/13/2028

Melissa A Dusenberry
Notary Public

Melissa A Dusenberry
Notary Public- State of Colorado
Notary ID 2020403567
My Commission Expires Apr 13, 2028

SCOPE OF WORK

Contractor's Duties

During the term of this Construction Contract, the Contractor shall perform the following duties, as directed by the Town:

- Contractor shall apply for a contractor license with the Town of Firestone
- Contractor shall apply for all necessary building permits required to complete the work with the Town of Firestone (the Town of Firestone is to be listed as the property owner on the permit application).
- Contractor shall provide and install 4 new toilets for men's and women's restrooms. This work will require converting current tank-style toilets to flushometer style toilets. This work will require piping in the crawl space to be reworked and repiped in sections. Contractor would need to make sure the pressure will be high enough to run the 4 new toilets.
 - Cost for 4 flushometer toilets, parts, and installation: \$18,155.00
- If pressure is found to be inadequate Contractor will provide and install a booster pump for proper pressure for flushometer toilets.
 - Cost for booster pump: \$5,523.00 (Price includes piping, pump, and tank).

Contractor's Deliverables

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

- Contractor shall provide a copy of the Worker's Compensation insurance certificate.
- Contractor shall provide a copy of the Commercial General Liability insurance certificate.



Mountain Range Plumbing LLC

(720) 597-6856
pnewlin@firestoneco.gov

ESTIMATE	#683-2
ESTIMATE DATE	Apr 27, 2024
SERVICE DATE	Apr 22, 2024
TOTAL	\$23,678.00

CONTACT US

5315 coyote dr
Frederick, CO 80504

(720) 990-4599
office@mountainrangeplumbing.com

Service completed by: Michael lasimone

ESTIMATE

Services	qty	unit price	amount
New toilet install Provide and install new toilet for men and women’s restroom. This will require converting current tank style toilets to flushometer style toilets. This will require piping in crawl space to be reworked and repiped in sections. We would need to make sure the pressure will be high enough to run the 4 new toilets.	4.0	\$4,538.75	\$18,155.00
Booster pump Install booster pump for proper pressure for flushometer toilets Price includes piping, pump, and tank.	1.0	\$5,523.00	\$5,523.00
Services subtotal:			\$23,678.00
Subtotal			\$23,678.00
Total			\$23,678.00

We appreciate your business!

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.d

Consent Agenda

Meeting Date: June 26, 2024

Initiated By: Pam Howard

Department: Planning & Development

AGENDA ITEM

Resolution 24-66: 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 24-66.

SUMMARY

This resolution is for a request from the property owner for a third 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 applicant has recently obtained the Letter of Map Revision from FEMA, and this 180-day extension will allow the applicant to finalize all items related to the Final Plat recordation and construction drawings.

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. On January 10, 2024, the Board of Trustees approved Resolution 24-02, a resolution approving the second extension to record the Plat.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Cottonwood Hollow Filing 4A Final Plat
2. Resolution 24-66
3. Resolution 23-31 Approving Final Subdivision Plat & Accepting Property Interest Dedicated by Final Plat Cottonwood Hollow Filing 4A

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:

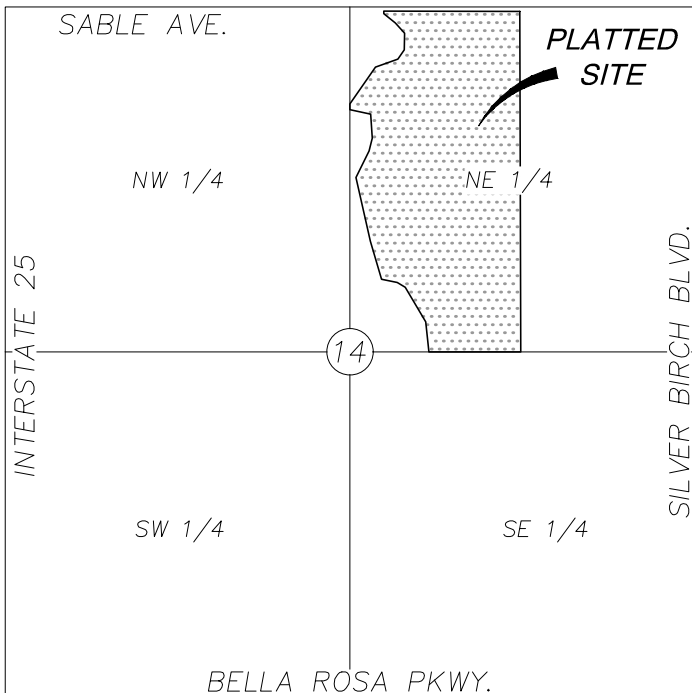
STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

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

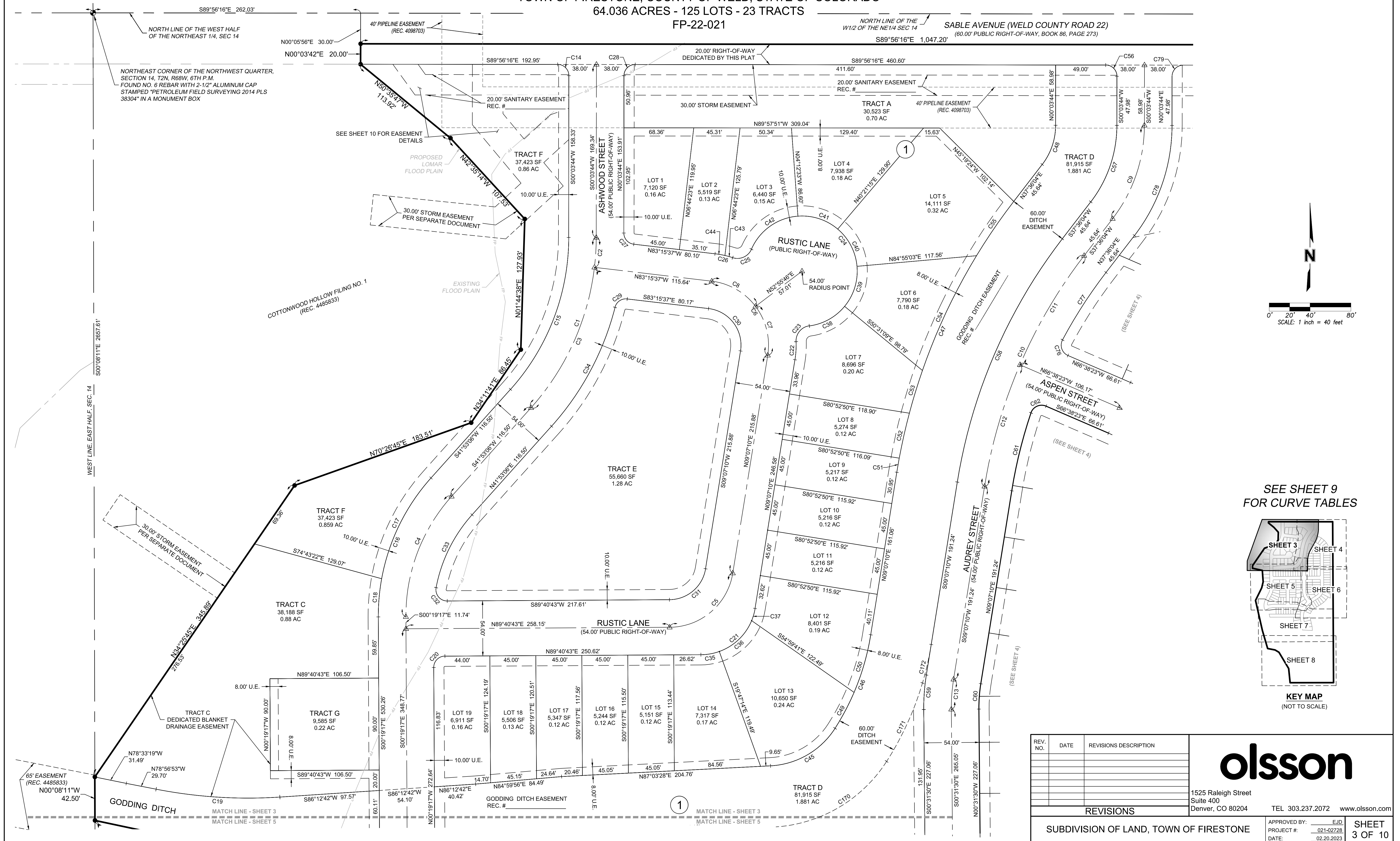
NOTARY PUBLIC

MY COMMISSION EXPIRES

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



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
300'

[illegible]

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Denver, CO 80204 TEL 303.237.2072 www.olsson.com

SUBDIVISION OF LAND, TOWN OF FIRESTONE

APPROVED BY: <u>EJD</u>	SHEET 3 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

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'

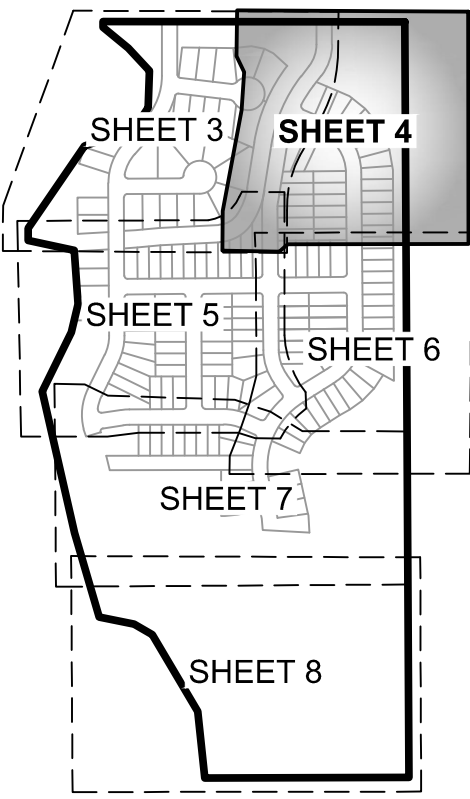
OWNER: CORINNE R WUERTHNER
PARCEL NO. 131314000019

EASEMENT
(03)

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]

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REVISIONS

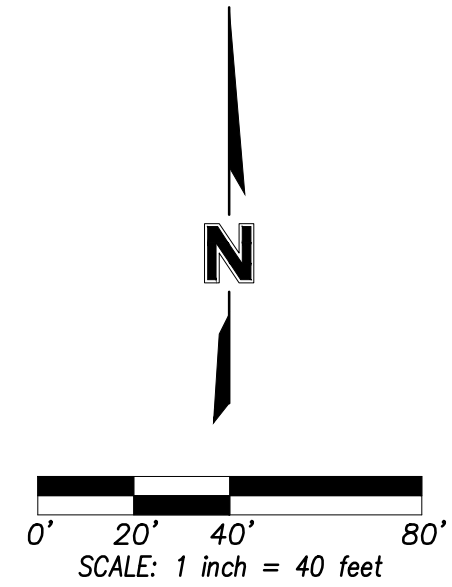
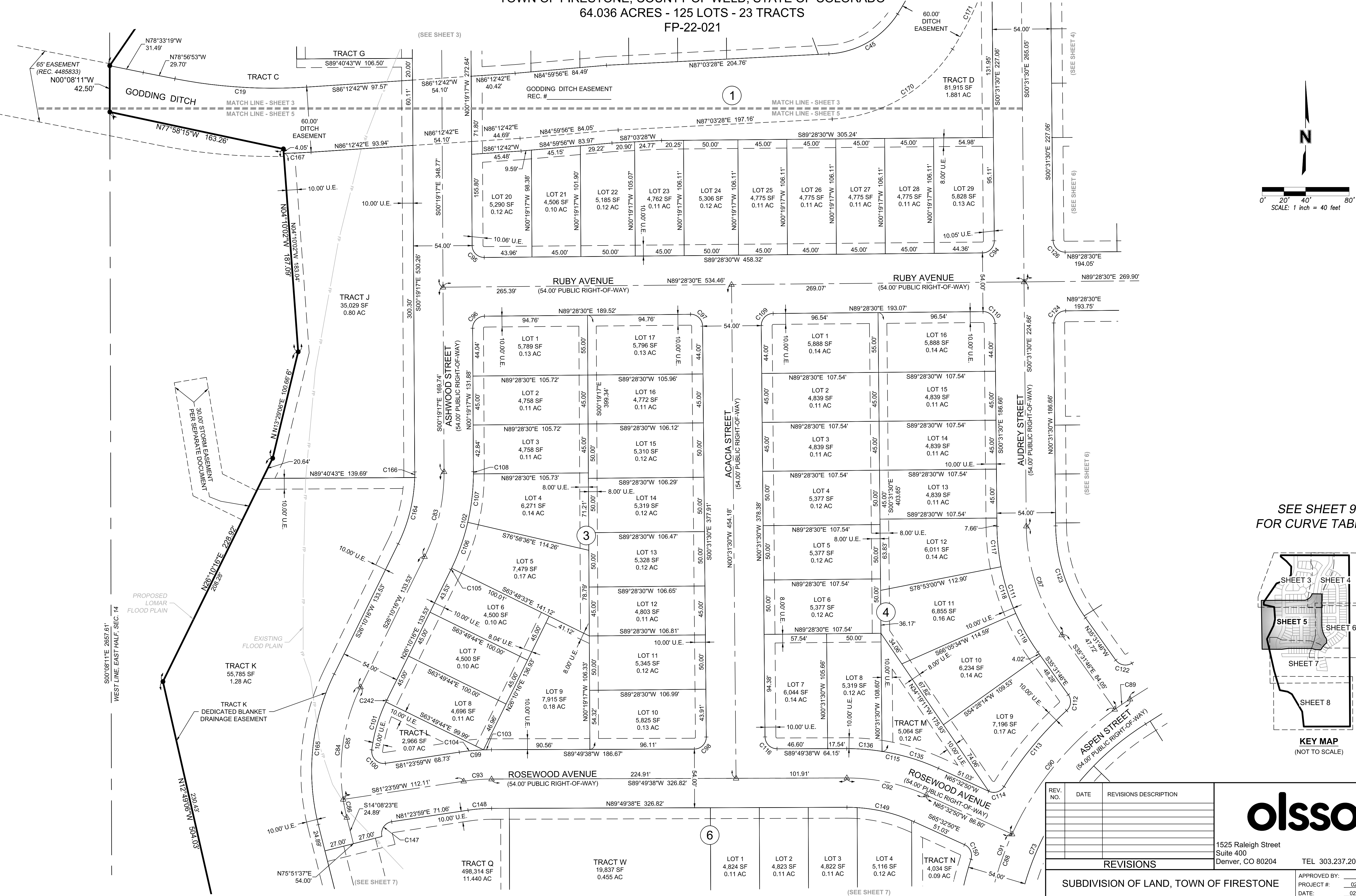
SUBDIVISION OF LAND, TOWN OF FIRESTONE

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

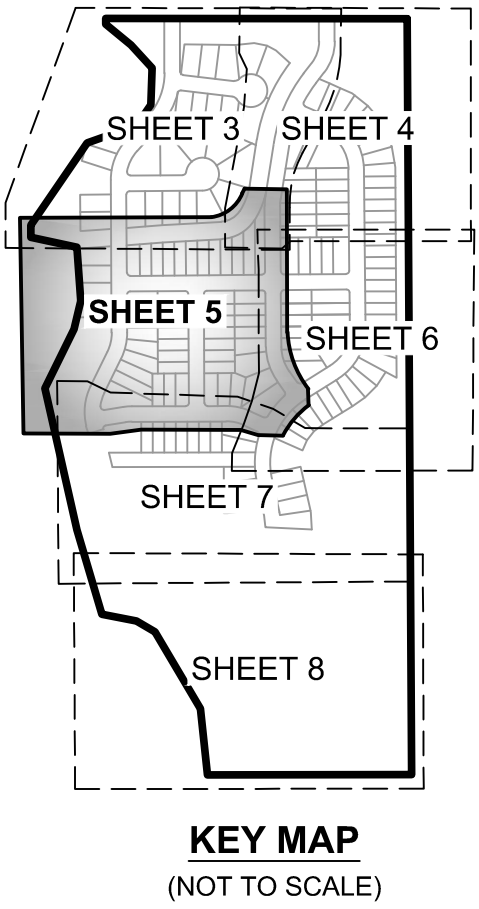
SHEET
4 OF 10

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



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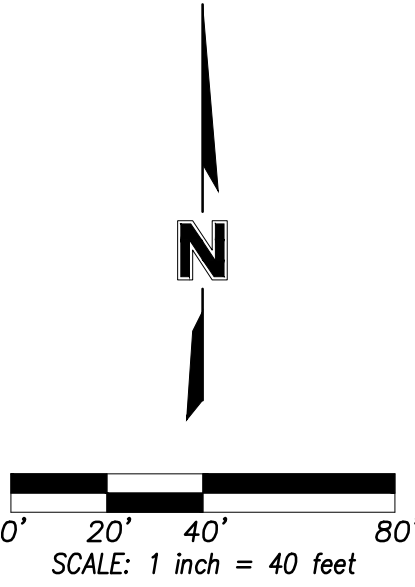
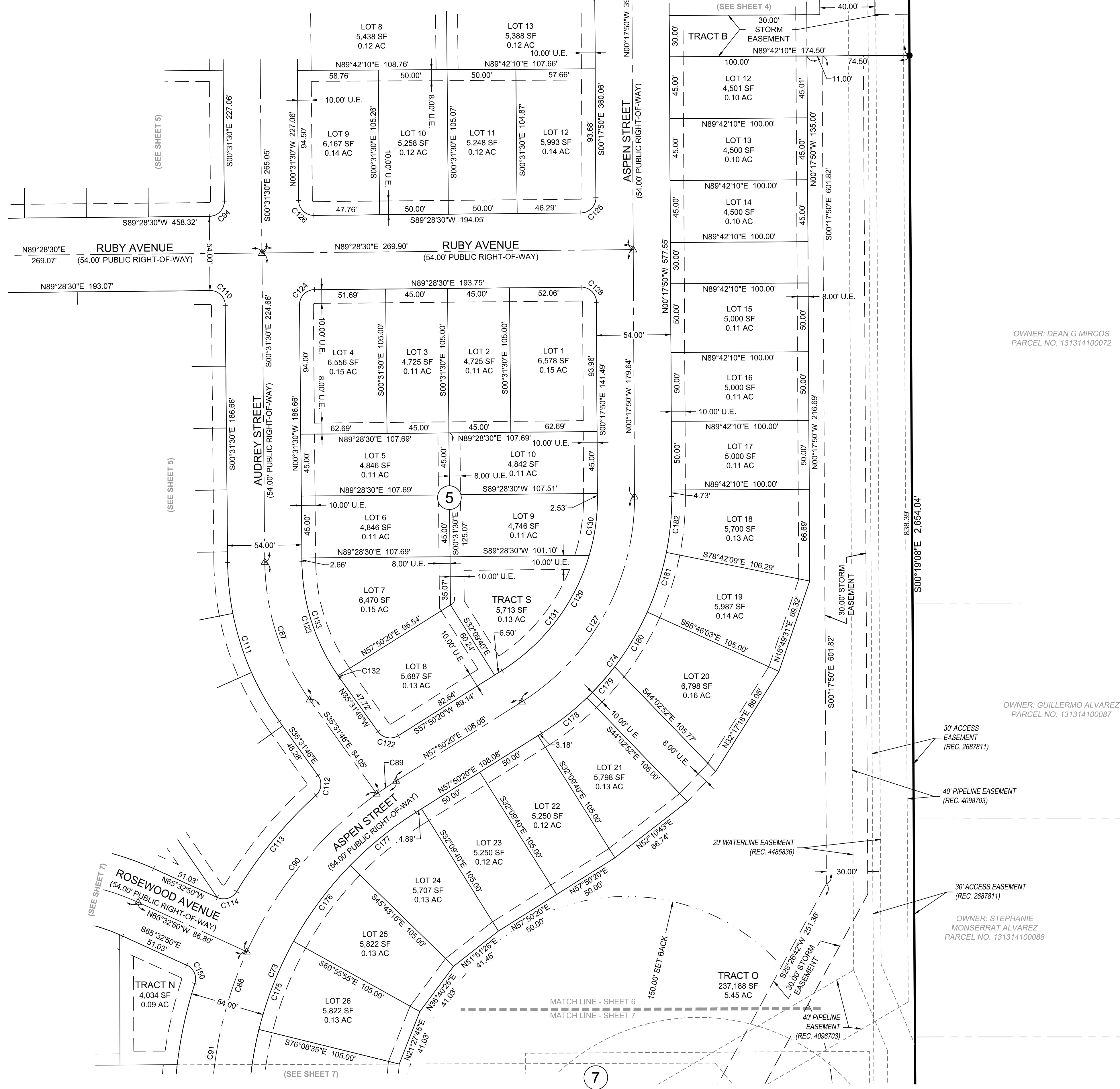
SHEET
5 OF 10

COTTONWOOD HOLLOW FILING 4A

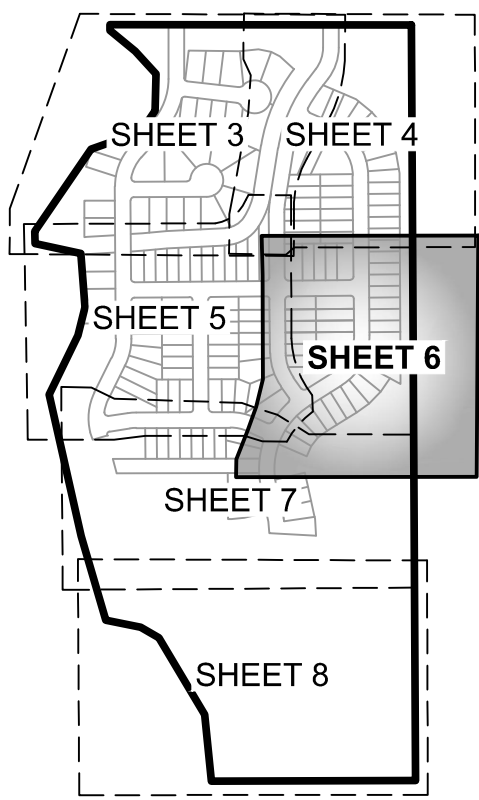
A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

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
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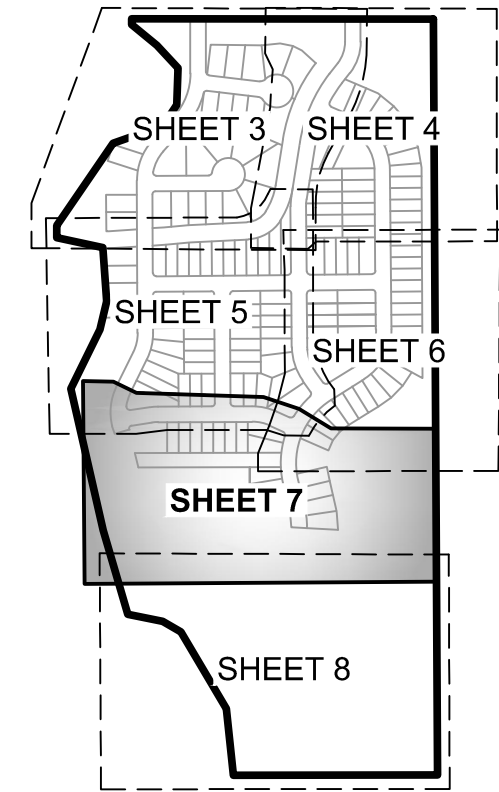
APPROVED BY: EJD

PROJECT #: 021-02728

DATE: 02.20.2023

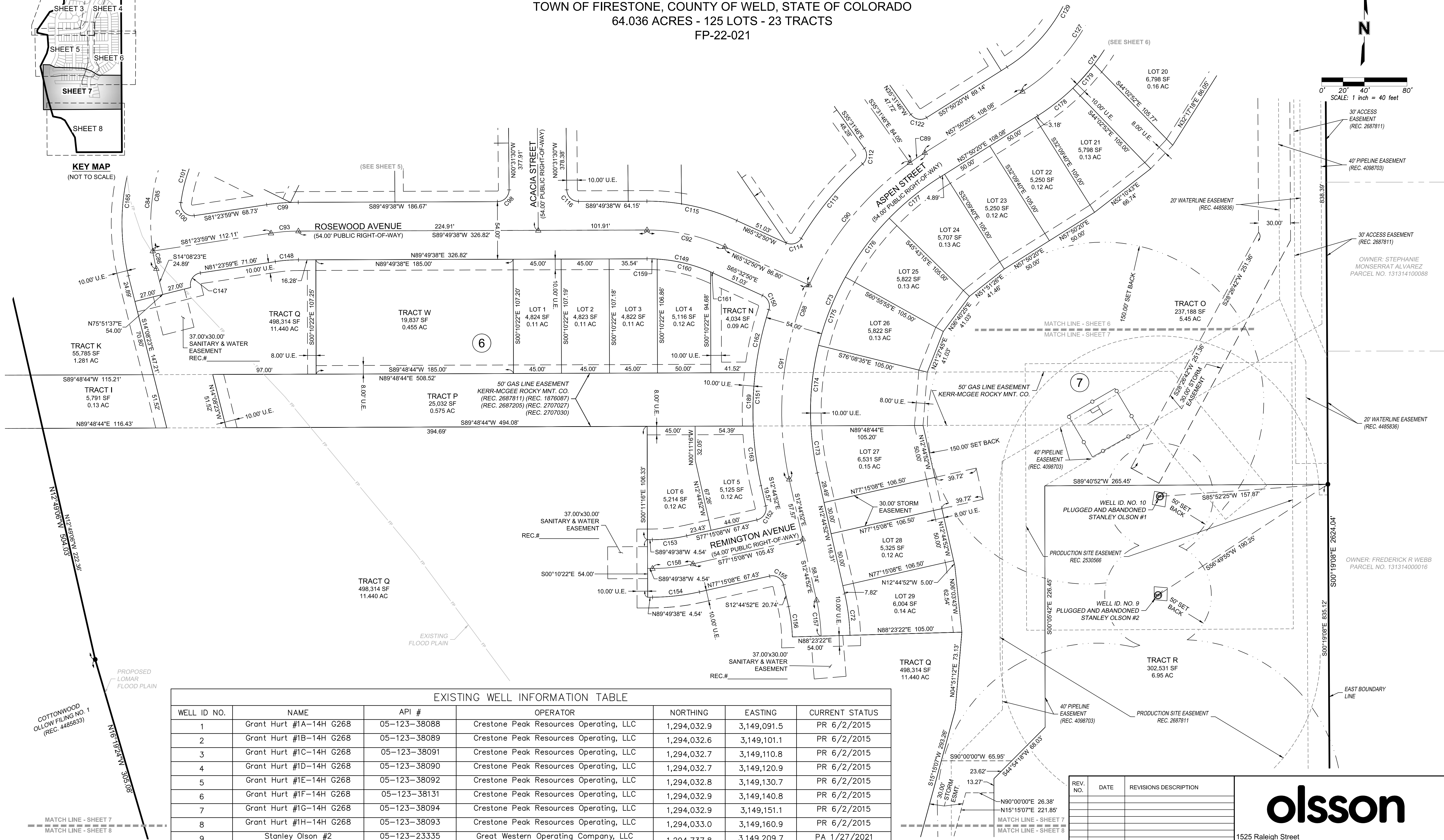
SHEET
6 OF 10

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



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

1525 Raleigh Street
Suite 400
Denver, CO 80204

TEL 303.237.2072 www.olsson.com

SUBDIVISION OF LAND, TOWN OF FIRESTONE

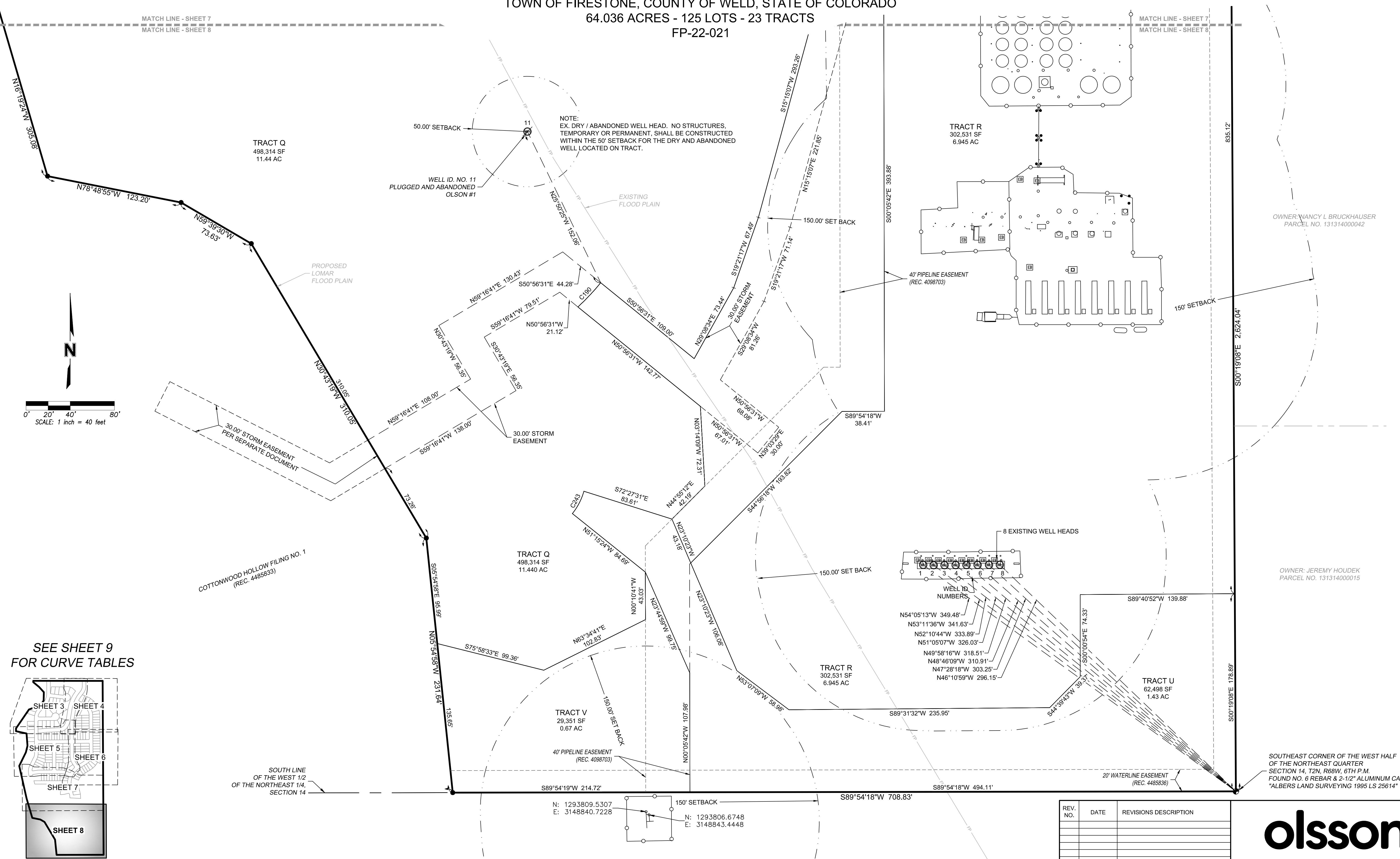
APPROVED BY: EJD
PROJECT #: 021-02726
DATE: 02.20.2023

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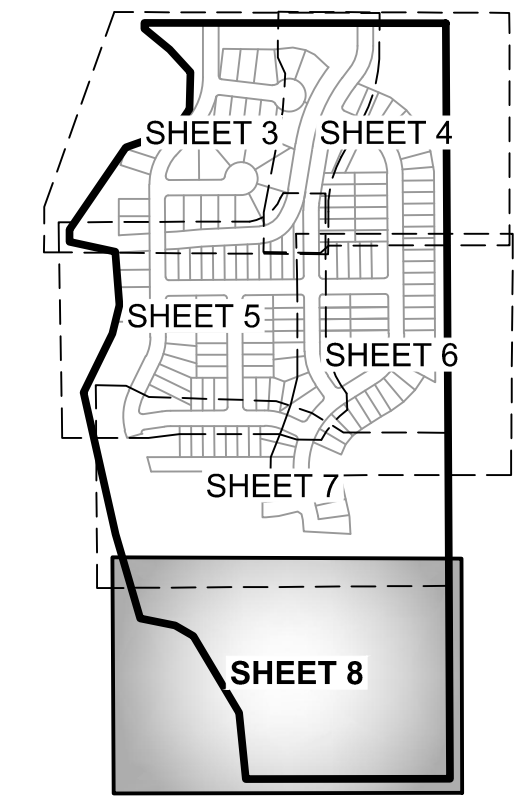
SHEET
7 OF 10

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
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REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

SUBDIVISION OF LAND, TOWN OF FIRESTONE

1525 Raleigh Street
Suite 400
Denver, CO 80204

TEL 303.237.2072 www.olsson.com

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°12'08"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. 24-66

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, on January 10, 2024, the Board of Trustees, by duly-adopted resolution, extended the date of approval of the Minor Plat to July 14, 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 January 10, 2025; 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 January 10, 2025, 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 January 10, 2025, 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, Resolution 24-02, and this Resolution, shall be null and void if the conditions set forth in Section 1 are not satisfied.

PASSED AND ADOPTED this 26th day of July, 2024.

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Cottonwood Hollow Filing 4A Final Plat

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 BOARD OF TRUSTEES



AIM No.: 5.e

Consent Agenda

Meeting Date: June 26, 2024

Initiated By: Pam Howard

Department: Planning & Development

AGENDA ITEM

Ordinance 1044: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO CONSENTING TO THE INCLUSION OF CERTAIN PROPERTIES LOCATED WITHIN THE TOWN OF FIRESTONE INTO THE MUNICIPAL SUBDISTRICT OF THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT

RECOMMENDATION

Staff recommends that the Board of Trustees adopt Ordinance 1044.

SUMMARY

In 2017, the Town petitioned for the inclusion of all properties located in Firestone into the Municipal Subdistrict of the Northern Colorado Water Conservancy District. The inclusion was a requirement for the Town's purchase of 5 shares of Windy Gap water. Northern Water regulations related to the use of Windy Gap water require that all users be in the Municipal Subdistrict in order for a water provider to use the Windy Gap water shares.

Since 2017, the Town has annexed the four listed properties and is required to complete the inclusion process for these properties. The proposed ordinance will accomplish this requirement.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees adopted the following annexation ordinances on the following dates:

- Ordinance 947: Gould Annexation on December 12, 2018,
- Ordinance 964: Carbon Valley Pit Annexation on January 22, 2020,
- Ordinance 1015: Denmore Annexation on July 13, 2022, and
- Ordinance 1034: County Road 9.5 Annexation on October 25, 2023.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Ordinance 1044

ORDINANCE NO. 1044

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO CONSENTING TO THE INCLUSION OF CERTAIN PROPERTIES LOCATED WITHIN THE TOWN OF FIRESTONE INTO THE MUNICIPAL SUBDISTRICT OF THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT

WHEREAS, Northern Colorado Water Conservancy District's rules and regulations require that all properties receiving Colorado Big Thompson ("C-BT") water be included within the District; and

WHEREAS, the Town of Firestone ("Town") is an allottee of the Northern Colorado Water Conservancy District for use of C-BT water within the Town's municipal water supply system; and

WHEREAS, the Water Conservancy Act, C.R.S. §37-45-101 *et seq.*, also requires that lands receiving or using water supplies by the Municipal Subdistrict, Northern Colorado Water Conservancy District, be located within the boundaries of the Subdistrict; and

WHEREAS, the Town wishes and intends to use water supplied by the Municipal Subdistrict in its municipal water supply system; and

WHEREAS, certain properties within the Town have inadvertently not been included within the boundaries of the Northern Colorado Water Conservancy District's Municipal Subdistrict; and

WHEREAS, it is necessary for the Town to consent to the inclusion of said properties within the Northern Colorado Water Conservancy District's Municipal Subdistrict pursuant to the provisions of C.R.S. §37-45-136(3.6); and

WHEREAS, the Town Board wishes to use the provisions of C.R.S. §37-45-136(3.6) to include those properties within the Northern Colorado Water Conservancy District's Municipal Subdistrict which were not included at the time of annexation of those properties to the Town.

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

Section 1. Pursuant to the provisions of C.R.S. §37-45-136(3.6) C.R.S., the Board of Trustees of the Town of Firestone hereby consents to the inclusion of the lands identified and described in the following annexation ordinances set forth in **Exhibit A**, attached hereto and incorporated herein by reference, into the boundaries of the Northern Colorado Water Conservancy District's Municipal Subdistrict.

Section 2. The Board of Trustees hereby authorizes the Water and Community Resources Director or such person's designee to file the necessary documents for inclusion of the lands identified in **Exhibit A** and pay all fees necessary to accomplish the inclusion of the lands within the Northern Colorado Water Conservancy District's Municipal Subdistrict.

Section 3. Upon inclusion into the Subdistrict, such lands shall be subject to the same mill levies and special assessments as are levied or will be levied on other property situated in the Subdistrict.

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

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE this __ day of _____, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A

Ordinance No.	Annexation	Date of Adoption
947	Gould Annexation	12/12/2018
964	Carbon Valley Pit Annexation	01/22/2020
1015	Denmore Annexation	07/13/2022
1034	County Road 9.5 Annexation	10/25/2023

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Discussion/Action

Meeting Date: June 26, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Assigning Board of Trustee Liaisons

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b

Discussion/Action

Meeting Date: June 26, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Change of Board of Trustees Meeting Nights

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.c

Discussion/Action

Meeting Date: June 26, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Quasi-Judicial Training

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

None