



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

July 24, 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 July 10, 2024 Board of Trustees Meeting Minutes
 - b. Approval of the July 12, 2024 Board of Trustees Meeting Minutes
 - c. **Ordinance 1046**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PROVIDING FOR THE EXTENSION OF THE MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR, AND THE ISSUANCE OF, BUSINESS LICENSES OR BUILDING PERMITS FOR THE OPERATION OR USE OF CAR WASH FACILITIES AND ESTABLISHMENTS, AS WELL AS THE ACCEPTANCE AND PROCESSING OF ANY LAND-USE APPROVAL OR DEVELOPMENT REVIEW APPLICATIONS FOR DEVELOPMENT OF ANY KIND THAT, IF GRANTED, COULD RESULT IN THE CONSTRUCTION, DEVELOPMENT AND OPERATION OF A CAR WASH FACILITY
 - d. **Resolution 24-73**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CHANGE ORDER #1 TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND SHORT

* 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.

ELLIOTT HENDRICKSON INC. FOR ROW ACQUISITION DESIGN SERVICES
ON THE WCR 26 BRIDGE REPLACEMENT PROJECT.

- e. **Resolution 24-75:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPOINTING CHARLES W. TINGLE AS SUBSITUTE MUNICIPAL COURT JUDGE
- f. **Resolution 24-76:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO EXPAND THE FRIENDS OF FIRESTONE DAY OF SERVICE PROGRAM

6. 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
- b. **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

7. Discussion/Action

- a. **Resolution 24-70:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING WORK ORDER 2024-01 REGARDING THE MAINTENANCE AND SERVICE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WATER TECHNOLOGY GROUP (A COGENT COMPANY) FOR THE TOWNS WATER PUMP SYSTEMS
- b. **Resolution 24-71:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING WORK ORDER 2024-02 REGARDING THE MAINTENANCE AND SERVICE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WATER TECHNOLOGY GROUP (A COGENT COMPANY) FOR THE TOWNS WATER PUMP SYSTEMS
- c. **Resolution 24-72:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT

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BETWEEN THE TOWN OF FIRESTONE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR A POTABLE WATER MASTER PLAN.

- d. **Resolution 24-74:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH AMY J. FEILING AND GUY W. GRIGSBY
- e. **Resolution 24-77:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AMENDING THE BOARD OF TRUSTEES RULES OF PROCEDURES
- f. Private Activity Bond - Discussion

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

9. **Reports**

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

10. **Executive Session**

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

11. **Adjournment**

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

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

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.a

Consent Agenda

Meeting Date: July 24, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of the July 10, 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. July 10, 2024 Board of Trustee Meeting Minutes



TOWN OF FIRESTONE
Board of Trustees Regular Meeting
MINUTES
July 10, 2024

1. Call to Order & Roll Call

The Town of Firestone met for a Regular Meeting on July 10, 2024, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 6:30 PM.

The following were present upon the call of the roll:

Mayor: Don Conyac

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, Town Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant Town Manager; Katie Hansen, Director of Marketing & Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning & Development; Pam Howard, Planning Manager; David Angelo, Chief of Police; Eric DeBolt, IT Manager; Bobbi Billings, Community Engagement Manager; Miriam Luna Gonzalez, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Doherty, **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 who wished to provide public comment.

5. Consent Agenda

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

a. Approval of the June 26, 2024 Board of Trustees Meeting Minutes

b. **Resolution 24-68:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO. APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTEREST DEDICATED BY THE FINAL PLAT FOR BAREFOOT LAKES FILING NO. 7A; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE BAREFOOT LAKES FILING NO. 7A SUBDIVISION

6. Proclamation

a. National Parks and Recreation Month Proclamation

7. Land Development

a. **Ordinance 1045:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ENACTING CHAPTER 14, SPECIAL DISTRICTS OF TITLE 16 OF THE FIRESTONE MUNICIPAL CODE

Motion by Trustee Morton, **second** by Trustee Haney, to Continue **Ordinance 1045:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ENACTING CHAPTER 14, SPECIAL DISTRICTS OF TITLE 16 OF THE FIRESTONE MUNICIPAL CODE to the September 25, 2024 Board of Trustees Meeting.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

8. Discussion/Action

- a. **Resolution 24-69:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE FIRST AMENDMENT TO THE SUBDIVISION AGREEMENT FOR FIRESTONE CITY CENTRE SUBDIVISION FILING N0.1

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to Approve **Resolution 24-69:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE FIRST AMENDMENT TO THE SUBDIVISION AGREEMENT FOR FIRESTONE CITY CENTRE SUBDIVISION FILING N0.1

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- b. **Resolution: 24-67:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE CARBON VALLEY PARKS AND RECREATION DISTRICT

Motion by Trustee Byrd, **second** by Mayor Pro Tem Jimenez, to Approve **Resolution: 24-67:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE CARBON VALLEY PARKS AND RECREATION DISTRICT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- c. Substitute Judge Discussion
- d. Change of Board of Trustees Meeting Nights

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

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

10. Reports

a. Staff

A.J. Krieger, Town Manager, reported on the July 12, 2024 Board of Trustee Special Meeting.

10.a.i. June Monthly Financial Report

b. Mayor

The mayor reported on PTROC liaisons.

c. Trustees

Trustee Haney reported on her interest in assisting with the Friends of Firestone event.

Trustee Byrd reported on his ride along with the police department.

11. Executive Session

- a. An executive session pursuant to C.R.S. 24-6-402(4)(b) for a conference with the Town's Water Counsel for the purpose of receiving legal advice on specific legal questions and C.R.S. 24-6-402(4)(e)(I) to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding the Towns pending water court cases.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Haney, to go into Executive Session, An executive session pursuant to C.R.S. 24-6-402(4)(b) for a conference with the Town's Water Counsel for the purpose of receiving legal advice on specific legal questions and C.R.S. 24-6-402(4)(e)(I) to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding the Towns pending water court cases.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

12. Adjournment

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

Introduced and Approved the 24th Day of July 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: July 24, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of the July 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. July 12, 2024 Board of Trustees Meeting Minutes



TOWN OF FIRESTONE
Board of Trustees Special Meeting
MINUTES
July 12, 2024

1. Call to Order & Roll Call

The Town of Firestone met for a Regular Meeting on July 12, 2024, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 1:00 PM.

The following were present upon the call of the roll:

Mayor: Don Conyac

Mayor Pro-tem: Frank A. Jimenez

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

Staff: **Present:** Matt Wiederspahn, Town Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant Town Manager; Katie Hansen, Director of Marketing & Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Pam Howard, Planning Manager; David Angelo, Chief of Police; Miriam Luna Gonzalez, Town Clerk; Rusti Roberto, Water Resources Coordinator; AJ Krieger, Town Manager; & William Hayashi, Town Attorney.

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

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

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

Kelly Newhouse, a Firestone resident, provided public comment regarding her water bill.

Chris Gippy, a Firestone resident, provided public comment regarding his water bill.

5. Discussion/Action

- a. General Water Items
 - b. Water Action Plan- Explanation and Status
 - c. Raw Water Supply Options, Availability, and Costs
 - d. Water Treatment Plant Expansion and Financing
6. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
 7. **Reports**
 8. **Executive Session**
 - a. An executive session pursuant to C.R.S. 24-6-402 (4)(b) for conferences with the Town's water counsel for the purpose of receiving legal advice on specific legal questions, C.R.S. 24-6-402 (4)(a) for the acquisition of a real property interest and C.R.S. 24-6-402 (4) (e)(I) developing strategy for negotiations and instructing negotiators regarding the St. Vrain Sanitation District.

Motion by Trustee Byrd, **second** by Trustee Morton, to go into executive, an executive session pursuant to C.R.S. 24-6-402 (4)(b) for conferences with the Town's water counsel for the purpose of receiving legal advice on specific legal questions, C.R.S. 24-6-402 (4)(a) for the acquisition of a real property interest and C.R.S. 24-6-402 (4) (e)(I) developing strategy for negotiations and instructing negotiators regarding the St. Vrain Sanitation District.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.
 - b. An executive session pursuant to C.R.S. C.R.S. 24-6-402 (4)(b) for conferences with the Town's water counsel for the purpose of receiving legal advice on specific legal questions, C.R.S. (4)(e)(I) to determine positions relative to matters

that may be subject to negotiations, developing strategy for negotiations and instructing negotiators regarding organizational and operational matters of the St. Vrain Water Authority

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to go into executive session, an executive session pursuant to C.R.S. C.R.S. 24-6-402 (4)(b) for conferences with the Town's water counsel for the purpose of receiving legal advice on specific legal questions, C.R.S. (4)(e)(I) to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators regarding organizational and operational matters of the St. Vrain Water Authority

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

9. Adjournment

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

Introduced and Approved the 24th Day of July 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.c

Consent Agenda

Meeting Date: July 24, 2024

Initiated By: Todd Bjerkaas

Department: Planning & Development

AGENDA ITEM

Ordinance 1046: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, PROVIDING FOR THE EXTENSION OF THE MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR, AND THE ISSUANCE OF, BUSINESS LICENSES OR BUILDING PERMITS FOR THE OPERATION OR USE OF CAR WASH FACILITIES AND ESTABLISHMENTS, AS WELL AS THE ACCEPTANCE AND PROCESSING OF ANY LAND-USE APPROVAL OR DEVELOPMENT REVIEW APPLICATIONS FOR DEVELOPMENT OF ANY KIND THAT, IF GRANTED, COULD RESULT IN THE CONSTRUCTION, DEVELOPMENT AND OPERATION OF A CAR WASH FACILITY

RECOMMENDATION

Town staff recommends that the Board of Trustees approve Ordinance 1046.

SUMMARY

Town staff is proposing a six-month extension to the one-year moratorium on the acceptance and processing of land use applications for Car Wash Facilities. The Town's current regulations do not provide an adequate mechanism to regulate and control the location, design, size, and land use for such facilities or the orderly development of car wash establishments in a manner that is consistent with the Town's goals related to zoning, land development, and optimizing beneficial use of the Town's water supply. The original moratorium allowed staff to research car wash facility regulations as well as car wash technology and water conservation. Town staff received direction from the Board of Trustees regarding text amendments to the Firestone Development Code, and the six-month moratorium extension would allow staff time to draft those regulations and present them in Public Hearings before the Planning and Zoning Commission and Board of Trustees.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees adopted Ordinance 1030 on July 26, 2023 which provided for a 12-month moratorium on the acceptance and processing of land use, building permit, and business license applications for Car Wash Facilities in order to evaluate such facilities against the Town's regulations and the Town's goals related to zoning, land development, and optimizing beneficial use of the Town's water supply.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Ord 1046 Car Wash Moratorium Extension

ORDINANCE NO. 1046

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO PROVIDING FOR THE EXTENSION OF THE MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR, AND THE ISSUANCE OF, BUSINESS LICENSES OR BUILDING PERMITS FOR THE OPERATION OR USE OF CAR WASH FACILITIES AND ESTABLISHMENTS, AS WELL AS THE ACCEPTANCE AND PROCESSING OF ANY LAND-USE APPROVAL OR DEVELOPMENT REVIEW APPLICATIONS FOR DEVELOPMENT OF ANY KIND THAT, IF GRANTED, COULD RESULT IN THE CONSTRUCTION, DEVELOPMENT AND OPERATION OF A CAR WASH FACILITY

WHEREAS, on July 26, 2023, the Town of Firestone (“Town”) Board of Trustees (“Board”) passed Ordinance No. 1030, imposing a moratorium on: (i) the acceptance and processing of, and the issuance of, building permits for new or expansions to existing car wash facilities, developments or establishments in all zoning districts; (ii) the acceptance and processing of applications for special review use or final development plan approval for new or expansions to existing car wash facilities, developments or establishments; (iii) the acceptance and processing of any and all other development review applications that would allow for the construction, operation and use of a car wash facility on property within the Town; and (iv) the acceptance and processing of, and the issuance of, a business license for any business whose purpose includes operation of a car wash facility (the “Moratorium”); and

WHEREAS, since the enactment of Ordinance No. 1030, the Town, through its staff and legal counsel, continue to directly and actively be involved in preparing a proposed, initial draft of amendments to the Town’s existing land use regulations relating to design, size, and location of such facilities and water conservation measures, which will be designed to accomplish appropriate planning for future car wash facility development, and will ensure the orderly development of car wash establishments in a manner that is consistent with the Town’s goals related to optimizing beneficial use of the Town’s water supply; and

WHEREAS, the Town Board believes that maintaining the existing Moratorium is necessary until such time as it has had an opportunity to carefully consider, and potentially enact, such new regulations that are intended to protect and preserve the public’s health, safety and welfare, and to protect and preserve the orderly and efficient development of land throughout the Town; and

WHEREAS, absent this Moratorium, car wash uses may be established before revised standards may be drafted and enacted, thereby defeating the purpose of formulating new standards to accomplish appropriate planning for future car wash facility development; and

WHEREAS, based upon the current schedule, the Town Board anticipates that it will be able to consider an ordinance enacting revised land use regulations relating to car wash facility development in late November or early December of 2024; and

WHEREAS, an extension of approximately six months is deemed to be the minimum period of time necessary to allow for complete consideration of the proposed regulations by the Town Board, the public, and the stakeholders; and

WHEREAS, owners and developers of real property in the Town who may be affected by this ordinance will not be unfairly prejudiced by a 6-month extension of the Moratorium; and

WHEREAS, this ordinance is enacted pursuant to the Town of Firestone's police powers, to safeguard and preserve the public health, safety and welfare of the community; and

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

Section 1. The preceding recitals contained in the ordinance are hereby adopted and made a part of this ordinance and serve as findings of fact by the Board of Trustees.

Section 2. Ordinance No. 1030 is re-enacted in its entirety as further amended below.

Section 3. The Moratorium imposed by Ordinance No. 1030 shall be extended until December 31, 2024, unless sooner repealed by the Board of Trustees.

Section 4. The Moratorium, as extended, shall not apply to: (i) any car wash facility or development project or activity on land within the Town for which final development plan approval has been granted; (ii) any car wash facility or development project or activity on land within the Town for which a building permit has been issued at the time of this ordinance; (iii) any car wash facility or development project or activity on land within the Town that, on or before the effective date of this ordinance, have submitted applications for a building permit, business license, or any land use approval deemed complete by Town staff, including payment of all applicable fees, as long as the permits or licenses are issued within 180 days after the applications were filed with the Town or within an additional period of time authorized by the Town, and the application is not otherwise deemed abandoned at any time after the effective date of this ordinance; (iv) remodeling work that does not result in an expansion to an existing car wash facility; or (v) the acceptance and processing of new and existing applications for replacement of or repair to an existing car wash facility. The moratorium herein provided shall not impact the lawful use of property for existing car wash facilities or development projects for which a building permit, business license, or land use approval has previously been granted, so long as such facilities or developments are confined to the limits, provision, and conditions of their respective existing Town approvals.

Section 5. During the pendency of the Moratorium, as extended, the Board of Trustees shall retain the power to grant special exceptions as provided for in Section 6 of Ordinance No. 1030.

Section 6. The provisions of this ordinance and the moratorium imposed hereby shall not affect or otherwise prohibit the processing of applications for uses and proposals outside of the specific scope defined herein.

Section 7. 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 8. 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.

Section 9. This ordinance is deemed necessary for the protection of the health, welfare, and safety of the community.

Section 10. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Firestone Municipal Code

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

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.d

Consent Agenda

Meeting Date: July 24, 2024

Initiated By: Nate Haasis

Department: Engineering & Utilities

AGENDA ITEM

Resolution 24-73: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CHANGE ORDER #1 TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND SHORT ELLIOTT HENDRICKSON INC. FOR ROW ACQUISITION DESIGN SERVICES ON THE WCR 26 BRIDGE REPLACEMENT PROJECT.

RECOMMENDATION

Staff recommends the Board approve Resolution 24-73, approving Change Order #1 to the agreement with Short Elliott Hendrickson Inc. and authorizing the expenditure of funds.

SUMMARY

The services proposed in Change Order #1 for the WCR 26 Bridge Replacement Project are in addition to the services included in the original design scope and contract with the Town's design engineer, Short Elliot Hendrickson(SEH). The Right-of-Way (ROW) acquisition or 404 permit services were not anticipated at the project's onset as all work was expected to occur inside Town ROW and within the Last Chance Ditch.

The ROW services were determined to be needed after the survey, and ROW research determined the existing road centerline was not centered in the existing Town ROW. Subsequently, CDOT determined a 404 permit is required as work will occur in wetland areas that were not anticipated to be needed because the waterway is an irrigation ditch. A 404 permit is a regulatory tool that requires authorization from the Federal Government to discharge dredged or fill material into US waters, including wetlands, and is administered by the US Army Corps of Engineers.

FINANCIAL CONSIDERATIONS

The change order is for \$61,488. This increases the contract to an not to exceed amount of \$311,372. The Board approved the 2024 Budget, which included \$1,100,000 for the project, including \$75,000 carried over from the 2023 budget for the WCR 26 and Last Chance Ditch structure replacement.

HISTORY AND PREVIOUS BOARD ACTION

In March 2022, the bridge structure located at Weld County Road 26 (WCR 26) and Last Chance Ditch was inspected by CDOT and received a condition rating of Fair. After analyzing the structure regarding the cost of maintenance and serviceability, the Town has decided to replace this bridge. The scope of work for this project includes the steps to achieve the design of the bridge replacement project.

A Request For Proposals (RFP) was posted on August 16, 2023, inviting engineering consultants to submit proposals for design services for the replacement of the bridge structure located at Weld County Road 26 (WCR 26) and Last Chance Ditch. The Town received proposals from three consultants. Engineering and Public Work's staff reviewed the proposals, selected Short Elliott Hendrickson Inc. (SEH) as the top-ranked firm

In December 2023, CDOT's Special Highway Committee awarded the Town a grant in the amount of \$1,797,406.00. This grant includes \$1,437,925.00 in federal funds with a \$359,481.00 local match (80/20 split) to be used for the completion of the construction phase of the bridge replacement project.

On December 13, 2023, the Board of Trustees approved an agreement with SEH for a not to exceed amount of \$249,884 to provide pre-construction and contract administration services for the Weld County Road 26 and Last Chance Ditch Bridge Replacement Project.

The Board approved the 2024 Budget, which included \$1,100,000 for the project, including \$75,000 carried over from the 2023 Budget.

On February 28, 2024, the Board of Trustees approved an Intergovernmental Agreement with CDOT to define the project scope, project responsibilities, detailed funding amounts, and payment obligations for the Weld County Road 26 Bridge Replacement Project.

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. WCR 26 over Last Chance Ditch Contract Amendment 1 proposal letter 07_17_24
2. Change Order #1 Form
3. Reso_24-73_Change Order #1 Last Chance Bridge Replacement Project Resolution



Building a Better World
for All of Us®

July 17, 2024

Kiran Busal, PE
Project Manager, Civil Engineer – Town of Firestone

RE: Proposal for addition professional services for the WCR 26 over Last Chance Ditch structure replacement project.

Kiran:

Short Elliott Hendrickson Inc. (SEH) appreciates the opportunity to provide a proposal for additional professional services to the current structure replacement design project for the structure carrying Weld County Road 26 over Last Chance Ditch. The services included in this proposal are additional to the services included in the original design scope. They have been determined to be needed to complete the design of the project based on information collected in preparation for the FIR level submittal for the project. The vertical utility locating (potholes) are in addition to the pothole quantities included in the original proposal and based on horizontal locating and records research performed to this stage of the project. The ROW services were not anticipated at the onset of the project and were determined to be needed after survey and ROW research determined the existing road centerline was not centered in the existing Town ROW. The 404 permit was not anticipated to be needed because the waterway is an irrigation ditch but has been determined to be required by CDOT.

Professional services scope for each site includes:

1. Project Management
 - a. General coordination/correspondence related to additional services
 - b. Subconsultant contracting/coordination/management
 - c. ROW Plan Review (ROWPR) meeting with CDOT
2. Professional services during design phase
 - a. ROW plans in CDOT format for acquisition from 2 parcels
 - b. CDOT ROW Plan review comment incorporation (2 Rounds of comment incorporation included)
 - c. Legal Descriptions (4 Total including 2 ROW Acquisition and 2 Temporary Easements)
 - d. ROW staking (1 site visit to stake proposed ROW for property owner meetings)
 - e. QL-A testholes – 6 holes in addition to the originally anticipated scope
 - f. Testhole survey and logs for 6 additional test holes.
 - g. ROW Acquisition services including Title Reports for/from 2 properties (See attached proposal from Western States Land Services, LLC.)

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2000 South Colorado Boulevard, Suite 6000, Colorado Center Tower One, Denver, CO 80222-7938
SEH is 100% employee-owned | sehinc.com | 720.540.6800 | 800.490.4966 | 888.908.8166 fax

- h. 404 Permit including permit application by Tiglas Ecological Services and supplemental support by SEH for related design content, supplemental figures, and impact quantity calculations.
- 3. Professional services during construction phase
 - a. Setting ROW monuments (up to 6 total) for new ROW corners, performed after Contractor has substantially completed construction.

Deliverables:

- 1. Pothole logs and incorporation into plan sheets for additional potholes
- 2. CDOT format ROW plans and CDOT review comment response documentation
- 3. 404 permit figures and application documents
- 4. Title Reports for 2 parcels, assuming 1 re-order for each parcel
- 5. ROW acquisition documentation in accordance with CDOT acquisition requirements

Scope Assumptions and Exclusions:

- 1. Anything not explicitly included in the scope is explicitly excluded from the scope.
- 2. This proposal is based on the attached preliminary ROW exhibit. This exhibit is preliminary and the extents of the acquisition and easements may change.
- 3. The proposal is based on ROW acquisition and temporary easements from 2 properties.
- 4. The ROW scope assumes waiver valuations are appropriate for the ROW acquisition services, and appraisals are not included. 2 independent appraisal reviews are included if the property owner(s) choose to perform their own appraisal(s). The appraisal reviews are required to comply with the CDOT ROW process.
- 5. The 404 permit is assumed to be a Nationwide Permit (NWP).

Costs: Our anticipated not-to-exceed fee including labor and expenses for the services included in this proposal are provided in an attachment to this letter.

Schedule: Adding ROW acquisition services to the design scope will extend the duration of the project. ROW acquisition duration can vary significantly depending on many factors, so it is challenging to estimate. ROW acquisition could extend the project by up to 6-12 months, but we anticipate for this project it will be on the shorter side of this duration. SEH will incorporate ROW acquisition into the project design schedule and share with the Town at appropriate project milestones.

Additional Services: We will also furnish such Additional Services as you may request. Payment for additional services shall be based on the time required to perform the services and the billable rates for the employees engaged directly on the project, plus charges for expenses and equipment. Additional services will only be performed after receiving written authorization for such services from the Town.

SEH appreciates the opportunity to present this proposal to the Town of Firestone. If you have any questions, please contact Steve Kaye; email: skaye@sehinc.com or phone: 720-540-6847.

Town of Firestone
WCR 26 over Last Chance Ditch

July 17, 2024

Sincerely,

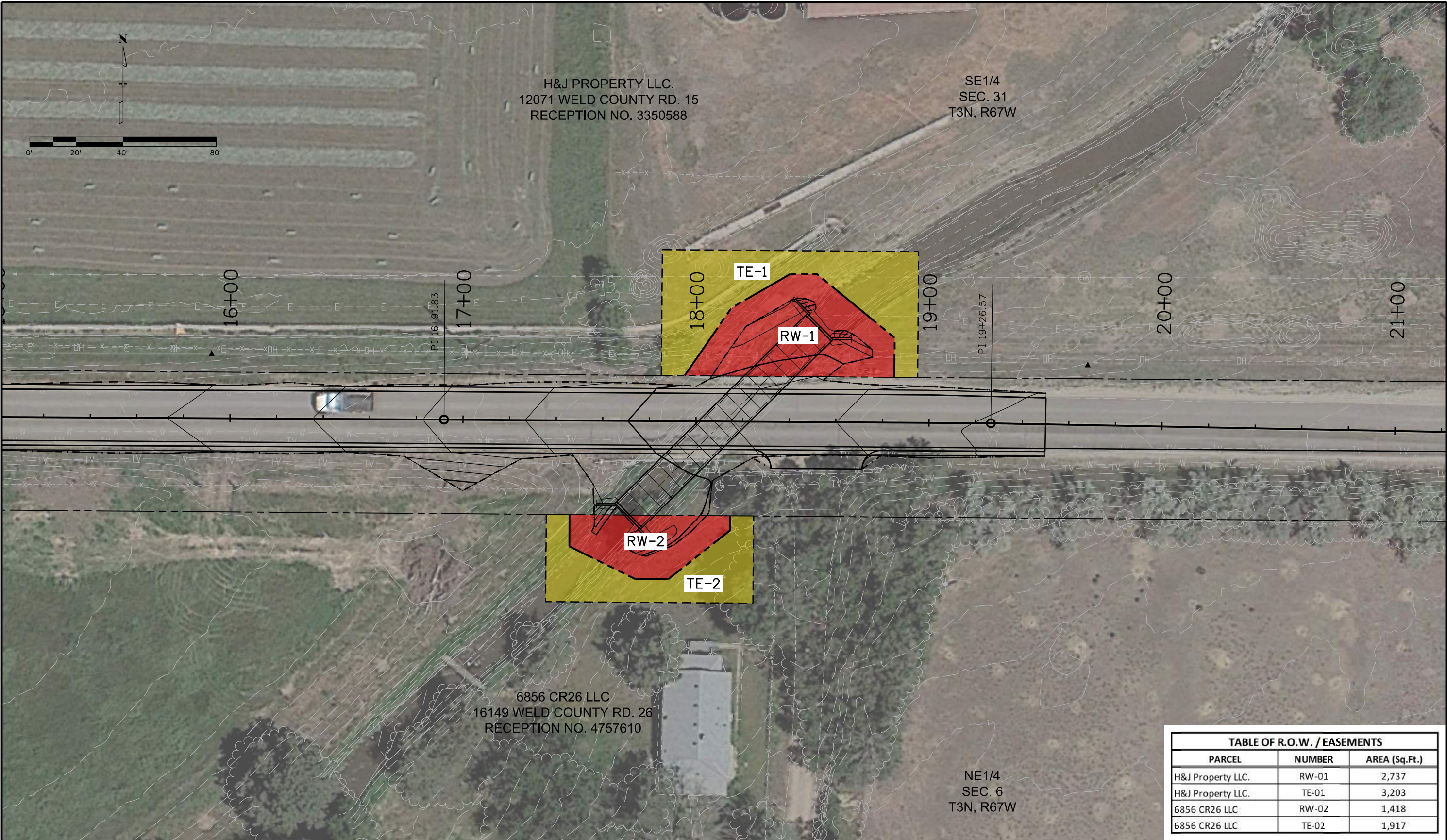
SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in blue ink, appearing to read "Steve Kaye". The signature is fluid and cursive, with the first name "Steve" and last name "Kaye" clearly distinguishable.

Steve Kaye, PE (CO)

Principal/Project manager

disundeen 3:34:00 PM X:\F\J\F\FIREC\176623\5-final-dgn\51-drawings\DESIGN FILES\Design\Drawings\176623_RDW Exhibit.dgn



Print Date: 7/8/2024	0000	Sheet Revisions			Town of Firestone Public Works Department	As Constructed	R.O.W. EXHIBIT			Project No./Code
File Name: 176623_RDW Exhibit.dgn		Date:	Comments	Init.	 7500 Pine Cone Avenue Firestone, CO 80504 (303) 833-3544	No Revisions:				BRD M440-002
Horiz. Scale: 1:40 Vert. Scale: As Noted						Revised:	Designer: PK	Structure DS	FRSTN26.0-013.0A	26219
Unit Information Unit Leader Initials						Void:	Detailer: DS	Numbers		
 Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801							Sheet Subset: RDW	Subset Sheets: 1 of 1		Sheet Number

Short Elliott Hendrickson Inc.

WCR 26 Bridge Replacement - Add Services Fee Estimate

Date Prepared: 7/15/2024

Position	Project Manager/Bridge Design	Lead Technician / CAD / ROW Plans	Survey Lead, PLS	Survey Crew Chief	Lead SUE Engineer	SUE Technician	Engineering VP	Accountant	Sub-consltants	Other Direct Costs (ODCs)
Project Billing	\$ 206.00	\$ 161.00	\$ 215.00	\$ 155.00	\$ 225.00	\$ 130.00	\$ 250.00	\$ 135.00		

1 - Project Management

Subtask	Title												
a	Project Management	8						1	4				
b	Subconsultant Contracting/Coordination/Management	6											
c	POWPR Meeting	8		2									
	Subtotals	22	0	2	0	0	0	1	4	\$ -	\$ -	29	\$ 5,752

2 - Professional Services (ROW, SUE, Survey, Environmental)

Subtask	Title												
a	CDOT ROW Plans	1	40	6				1					
b	(2) Rounds of CDOT review comments	2	10	4									
c	Legal Descriptions (4 total)	1	6	12									
d	ROW Staking (1 visit)	1		2	8							\$ 550	
e	QL-A Locating: (6) additional test holes					2	10						
f	Testhole survey and logs: (6) additional test holes		2		8	2	6						
g	ROW Acquisition Services (Western States) and Title Reports									\$ 27,250			
h	404 Permit	8	8							\$ 750			
	Subtotals	13	66	24	16	4	16	1	0	\$ 28,000	\$ 550	140	\$ 52,724

3 - ROW related services during construction

Subtask	Title												
a	ROW monumentation	2		4	8						\$ 500		
	Subtotals	2	0	4	8	0	0	0	0	\$ -	\$ 500	14	\$ 3,012

Project Totals

Subtotals	37	66	30	24	4	16	2	4	\$ 28,000	\$ 1,050	183	\$ 61,488
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Summary	SEH Fee	ODC	Sub	Total
1 - Project Management	\$ 5,752	\$ -	\$ -	\$ 5,752
2 - Professional Services (ROW, SUE, Survey, Environmental)	\$ 24,174	\$ 550	\$ 28,000	\$ 52,724
3 - ROW related services during construction	\$ 2,512	\$ 500	\$ -	\$ 3,012
Totals				\$ 61,488



Acquisition and Relocation Specialists
505 North Denver Avenue
Loveland, CO 80537
(970) 667-7602
Metro: (303) 938-1414
Wslsrow.com

COST ESTIMATE

Acquisition

In order to provide acquisition services for up to 2 parcels that do not require appraisals; attend meetings and prepare waiver valuations in accordance with CDOT's Uniform Act, we provide the following estimate:

Project Manager/Agent	110 hours x \$115 per hour	\$ 12,650.00
Clerical	45 hours x \$80 per hour	\$ 3,600.00
Waiver Valuations	2 x \$500/each	\$ 1,000.00
		\$ 17,250.00

Expenses: mileage, copies, facsimiles, postage, telecom	\$ 2,000.00
Estimated WSLS Total	\$ 19,250.00

We have assumed that both reports will need to be re-ordered to be within the 90 day active window that is required by CDOT, so the cost for title reports is doubled.

Additional Costs (if necessary)

Title	2 x \$750/each	\$ 1,500.00
CDOT Appraisal Reviews	2 x \$2,500/each	\$ 5,000.00
Estimated Grand Total		\$ 25,750.00

\$3,000

\$27,250

The above estimate is for acquisition services through statutory negotiations and is based upon current information. As with all of our work, we note that the fee estimated above is not a fixed bid and we would only charge for the actual time and expenses incurred during the conduct of our acquisition services. This estimate is based on our current fee schedule which will remain the same through 2024.

Thank you and should you have any questions regarding this preliminary proposal, please contact me at your earliest convenience.

Sincerely,
WESTERN STATES LAND SERVICES, LLC

Mitch Hauff

Mitch Hauff
Member

CHANGE ORDER

No. 1

Date of Issuance: _____

Effective Date: _____

Project: WCR 26 and Last Chance Ditch Bridge Replacement Design	Owner: Town of Firestone	Owner's Contract No.: S2023-9237
Contract:		Date of Contract: 12/13/2023
Consultant: Short Elliott Hendrickson Inc. (SEH)		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: ROW acquisition services including 404 permit figures and application documents and test hole survey and logs for additional test holes.

Attachments (list documents supporting change): Contract Change Order Request Proposal from SEH.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$249,884.00 _____

[Increase] from previously approved Change Orders No. _____ to No. _____:

\$0.00

Contract Price prior to this Change Order:

\$249,884.00

[Increase] of this Change Order:

\$61,488.00

Contract Price incorporating this Change Order:

\$311,372.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineering (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Mayor (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Consultant (Authorized Signature)

Date: _____

RESOLUTION NO. 24-73

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING CHANGE ORDER #1 TO THE
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND SHORT
ELLIOT HENDRICKSON, INC FOR PRECONSTRUCTION AND
CONSTRUCTION ADMINISTRATIVE SERVICES FOR THE WELD
COUNTY ROAD 26 AND LAST CHANCE DITCH BRIDGE
REPLACEMENT PROJECT**

WHEREAS, upon adoption of Resolution No. 24-73 the Town of Firestone (“Town”) and Short Elliott Hendrickson Inc.(“Hendrickson”) entered into an Agreement for Preconstruction and Construction Administrative Services for the Weld County Road 26 (“Road 26”) and Last Chance Ditch Replacement Project (“Project”); and

WHEREAS, upon Hendrickson’s initial Right-of-Way (“ROW”) research it was determined that Road 26’s centerline was not centered in the Town’s existing ROW; and

WHEREAS, Hendrickson must therefore perform additional ROW acquisition, survey, environmental, permitting and review tasks as set forth in the Change Order; and

WHEREAS, as such work is necessary to complete the Project, staff recommend that the Board of Trustees approve Change Order # 1.

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

Change Order #1 of the Preconstruction and Construction Administrative Services for the Weld County Road 26 and Last Chance 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 Change Order on behalf of the Town.

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

TOWN OF FIRESTONE, COLORADO

ATTEST:

Don Conyac Jr. Mayor

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.e

Consent Agenda

Meeting Date: July 24, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

Resolution 24-75: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPOINTING CHARLES W. TINGLE AS SUBSTITUTE MUNICIPAL COURT JUDGE

RECOMMENDATION

SUMMARY

The Municipal Court Judge, Steven Jones, has requested a substitute judge be appointed to ensure the Court's efficient operation if he cannot serve on a court date.

Judge Stevens recommends that Charles W. Tingle

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. 24-75 Appointment of Substitute Judge

RESOLUTION NO. 24-75

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPOINTING CHARLES W. TINGLE AS
SUBSTITUTE MUNICIPAL COURT JUDGE**

WHEREAS, The Municipal Court Judge, Steven Jones has requested that to ensure the efficient operation of the Court that the Board of Trustees appoint a substitute judge in the event that he is unable to serve on a court date; and

WHEREAS Judge Stevens recommends that Charles W. Tingle be appointed to serve as the substitute judge; and

WHEREAS the Board of Trustees upon being advised that Mr. Tingle served as, a District Attorney in the Office of the District Attorney for the First Judicial District for thirty-seven years rising to the second highest position to Assistant District Attorney, Special Assistant to the United States Attorney, Colorado Supreme Court Nominating Commission Member, First Judicial District Judicial Performance Commission Member, and is currently a substitute judge for the Lakewood, Westminster and Broomfield Municipal Courts finds that Mr. Tingle is qualified to serve as the substitute judge for the Firestone Municipal Court.

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

- 1) That Charles W. Tingle is appointed to serve at the will and pleasure of the Board of Trustees as the Substitute Judge for the Firestone Municipal Court.
- 2) Mr. Tingle shall be compensated at the rate of \$120.00 per hour for his services as the Substitute Judge.

INTRODUCED, READ AND ADOPTED this 24th day of July 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.f

Consent Agenda

Meeting Date: July 24, 2024

Initiated By: Ivy Pitts

Department: Administration

AGENDA ITEM

Resolution 24-76: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO EXPAND THE FRIENDS OF FIRESTONE DAY OF SERVICE PROGRAM

RECOMMENDATION

Staff recommends approval of Resolution 24-76, approving the subrecipient agreement with Weld County for CDBG funding.

SUMMARY

The subrecipient agreement with Weld County will allow the Town to receive \$50,000 from the County's Community Development Block Grant (CDBG) allocated to expand the annual Friends of Firestone Day of Service program over the next two years.

The Friends of Firestone Day of Service program provides minor exterior home improvements to low-to-moderate-income households within the Town of Firestone. Town staff will continue to work with Brothers Redevelopment to successfully execute the program and complete any additional requirements set by the CDBG sub-recipient agreement.

FINANCIAL CONSIDERATIONS

The awarded \$50,000 will be used over two program years (2024 and 2025). The 2024 budget includes \$25,000 for the Friends of Firestone Day of Service program.

HISTORY AND PREVIOUS BOARD ACTION

The Town submitted an application to Weld County for CDBG funding on December 27, 2023, and was awarded the \$50,000 grant by the Weld County Board of County Commissioners on June 5, 2024.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. RESO 24-76 CDBG Subrecipient Agreement_20240724
2. CDBG Subrecipient Agreement_Firestone Day of Service

RESOLUTION NO. 24-76

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A SUBRECIPIENT
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD
COUNTY FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDS TO EXPAND THE FRIENDS OF FIRESTONE DAY OF SERVICE
PROGRAM**

WHEREAS, Weld County and the Town of Firestone (“Town”) have entered into an Intergovernmental Cooperation Agreement, and as a qualified urban county Weld County is entitled to receive and distribute Community Development Block Grant (“CDBG”) funds within the County to conduct and administer housing and community development activities and projects; and

WHEREAS, Weld County has applied for and received CDBG funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974 as amended (HCD Act); and

WHEREAS, Weld County shall disburse HCD Act funds to the Town subject to a Subrecipient Agreement by which the Town will expand its annual Friends of Firestone Day of Service Program which will provide minor exterior home improvements to low to moderate income households located within the Town of Firestone; and

WHEREAS the Town’s Board of Trustees finds that such program is of benefit to the health, safety and welfare of the community.

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

The Subrecipient Agreement between the Town of Firestone and Weld County for use of Weld County Community Development Block Grant HCD Act funds 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 Subrecipient Agreement on behalf of the Town of Firestone.

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Miriam Luna Gonzales, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SUBRECIPIENT AGREEMENT

FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

THIS AGREEMENT entered this ____ day of _____, 20__, by and between the Weld County Community Development Block Program (herein called the "Grantee") and Town of Firestone (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

WHEREAS, the Grantee and Subrecipient have an executed Cooperation Agreement;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible to provide the following activity(ies): expand its annual Friends of Firestone Day of Service program to provide minor exterior home improvements to low- to moderate-income households located within the Town of Firestone to meet the National Object of Benefit to Low and Moderate-Income Persons. The Subrecipient will be responsible for administering the Community Development Block Grant funds in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

Program Delivery

Activity #1 The Subrecipient will partner with Brothers Redevelopment Inc., a 501 c (3) non-profit, and local volunteers, to provide minor exterior home improvements to low- to moderate-income households located within Firestone. The program prioritizes projects correcting health/safety issues, followed by code violations and general maintenance. Activities will take place during two distinct one-day events, the dates of which are chosen by the Subrecipient. The program will strive to serve 12-15 households within the Town of Firestone over two project dates. The Subrecipient will, before expending any funds, gather income data to pre-qualify households and will use properly licensed/insured contractors and volunteers to complete projects. CDBG funds will be used for Brothers Redevelopment staff time, materials, hazardous material testing and assistance with environmental reviews.

General Administration

The Subrecipient will be responsible for general administration and monitoring of the work to be performed to include the following:

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objective of Benefit to Low and Moderate-Income Persons through Housing Preservation.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services: complete minor exterior home repairs and improvements on single-family residences on 12-15 qualifying residences within the Town of Firestone for the benefit of 12-15 low to moderate-income households.

<u>Activity</u>	<u>Units per Event</u>	<u>Total Units</u>
Activity #1 <i>2024 Day of Service</i>	6-7 households	12-15 households
Activity #1 <i>2025 Day of Service</i>	6-7 households	12-15 households

Units of service are the number of low and moderate-income households served by the program during two separate one-day events roughly one year apart whose dates are to be determined by the Subrecipient.

D. Staffing

Ivy Pitts, Administrative Operations Coordinator, Town of Firestone, will serve as Project Manager. Jason Stutzman, Volunteer Department Manager, Brothers Redevelopment, Inc. will assist.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time (**30 days**) after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the date of Notice to Proceed and end on the 31st day of December 2025. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Weld County CDBG grant	\$ 50,000
Town of Firestone in-kind match	50,000
Town of Firestone administration costs	\$ 32,500
Volunteer refreshments	4,000
Marketing materials	10,600
Brothers Redevelopment staff labor	22,500
Materials & supplies	11,075
Hazardous materials testing & environmental review	16,425
 TOTAL	 \$100,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$50,000. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.302.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee
Elizabeth Relford
CDBG Manager, Weld County
1402 N 17th Ave. ,PO Box 758
Greeley, CO 80632
erelford@weld.gov
(970) 673-5836

Subrecipient
Don Conyac
Mayor, Town of Firestone
9950 Park Ave.
Firestone, CO 80504
dconyac@firestoneco.gov
(303) 833-3291

VI. SPECIAL CONDITIONS

All projects regardless of scope, require an environmental review. Reviews will be completed by the County prior to issuing a notice to proceed.

If the subrecipient wishes to extend the time given for project completion, they will need to notify the Weld County CDBG Program in writing forty-five (45) days in advance unless due to unforeseen circumstances. Weld County CDBG staff may extend the time of performance of this subrecipient agreement up to 90 days without prior approval from the Weld County Board of Commissioners.

Progress reports will be due quarterly April 30th, July 31st, October 31st and January 31st for the preceding quarter. In addition, a progress report must accompany each draw request detailing the progress made/activities completed with the funds being requested for reimbursement.

VII. GENERAL CONDITIONS

(Note: Links to the Code of Federal Regulations [CFR] may be accessed through links provided in the agreement, provided as a convenience to the Subrecipient. It is, however, the Subrecipient's responsibility to ensure the links are the most current one available)

Code of Federal Regulations

<https://www.govinfo.gov/app/collection/cfr/>

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502 and 2 CFR.200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

No indirect costs can be charged to this project.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this agreement based on information submitted by the Subrecipient and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred and paid for by the Subrecipient. Requests for payment by the Subrecipient must include copies of invoices for which reimbursement is being requested, and a copy(ies) of Subrecipient's check for payment of the invoices. Additionally, the Progress/Inspection Report should be submitted with activity progress noted for the period for which reimbursement is being requested. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the procedures delineated at 2 CFR 200.317-327 when procuring all materials, property, and/or services (including the purchase of equipment) under this agreement. It is the Subrecipient's responsibility to be familiar with the procedures for each level of procurement and to request technical assistance. The Subrecipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Subrecipient shall, to the greatest extent feasible, reach out through advertising, phone or email notice, or other means, and solicit bids from, Section 3 business concerns, women-owned businesses, and minority-owned businesses.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five(5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by

Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and

accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall

cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.317-327 and 24 CFR 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency

Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, County and Municipality have duly executed this Agreement, which shall become effective as of the latest date written below.

ATTEST:

TOWN OF FIRESTONE, COLORADO

BY: _____

Missy Carranco, Deputy Town Clerk

BY: _____

Don Conyac Jr, Mayor

ATTEST: _____

Weld County Clerk to the Board

BOARD OF COUNTY COMMISSIONERS

WELD COUNTY, COLORADO

BY: _____

Deputy Clerk to the Board

BY: _____

Kevin D. Ross, Chair

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.a

Land Development

Meeting Date: July 24, 2024

Initiated By: Matt Thompson

Department: Planning & Development

AGENDA ITEM

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

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 24-47, a resolution recommending approving Frontier Estates Filing No. 2 Preliminary Plat application with the following conditions:

1. All remaining technical corrections to the Frontier Estates Filing No. 2 Preliminary Plat and preliminary construction drawings requested by Town staff shall be made to the Town staff's satisfaction.
2. At the Final Plat stage, the Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.
3. The Applicant may not install or employ any bollard or other roadway obstructions for use within the Purdue Avenue connection within the proposed subdivision, nor incorporate barriers, security piers, or any other street access control devices into the Purdue Avenue connection design that would block or prevent circulation between the proposed subdivision and the adjoining Saddleback Heights subdivision or that would otherwise inhibit the safe, efficient and free movement of vehicular and pedestrian traffic through the proposed subdivision and the adjacent Saddleback Heights subdivision, and this requirement must also be a condition of final plat approval. At the Final Plat stage, the Applicant shall also provide revised Construction Drawings that reflect this restriction.

SUMMARY

The subject property is 39.169 acres in size and is located on the west side of Frontier Street between Sable Avenue and Pine Cone Avenue. The existing legal description is Lot 1 and Tract A Frontier Estates Final Plat Filing No. 1. Tract A is mostly vacant with agricultural outbuildings and oil and gas facilities, and Lot 1 has a single-family residence, a detached garage, and an agricultural outbuilding.

The proposed preliminary plat includes 189 total lots composed of single-family detached units.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

On March 28, 2002, the Board of Trustees approved Ordinance 495, annexing the property into the Town (Farnsworth Annexation). On July 11, 2002, the Board of Trustees approved Ordinance 502, rezoning the property to PUD Residential A (FCC Development Overall Development Plan). Both the Annexation and Overall Development Plan (ODP) were recorded on October 25, 2005. Per the previous Development Code, ODP approvals were valid for ten (10) years; therefore, this ODP has expired. The expiration only applied to the ODP document, not the accompanying zoning ordinance; therefore, the property remains zoned Residential A.

The Frontier Estates Filing No. 1 Final Plat was approved by the Board on February 22, 2017, by Resolution 17-11, and recorded on February 15, 2018, creating the lots that exist today. A new Preliminary Plat was submitted in 2022. The Planning Commission held a public hearing at its April 4, 2024, meeting and sent forward a recommendation for approval. A public hearing was held at the May 8, 2024, Board of Trustees meeting, and the petition was continued to June 12, 2024, after a motion to approve failed. At the applicant's request, the Board voted on June 12, 2024, to continue the petition until July 24, 2024.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Resolution 24-47
2. Frontier Estates Filing No. 2 Staff Update Memo
3. Frontier Estates Filing No. 2 Staff Report
4. Resolution PC 24-02: Recommending Approval of the Frontier Estates Filing No 2 Preliminary Subdivision Plat
5. Frontier Estates Filing No. 2 Preliminary Plat
6. Frontier Estates Filing No. 2 Preliminary Landscape Plan

RESOLUTION NO. 24-47

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE FRONTIER ESTATES FILING NO. 1 SUBDIVISION

WHEREAS, Melissa Leyba, Kip Farnsworth, and Michael Farnsworth (together, the “Applicant”), as owners of certain real property located within the Frontier Estates Filing No. 1 subdivision, and legally described as Lot 1 and Tract A, Frontier Estates Filing No. 1 (the “Property”), has submitted a proposed preliminary subdivision plat for the Property; and

WHEREAS, the Firestone Planning and Zoning Commission, after conducting a public hearing on the proposed preliminary subdivision plat on April 4, 2024, rendered a decision recommending approval of the Preliminary Plat with two (2) conditions as more fully set forth in Resolution PC-24-02, dated April 4, 2024; and

WHEREAS, on May 8, 2024, June 12, 2024, and July 24, 2024, the Board of Trustees conducted a public hearing on the proposed Preliminary Plat; and

WHEREAS, after reviewing the Planning and Zoning Commission’s recommendation, and after considering the testimony, evidence and argument presented at the Board of Trustees public hearing, the Board of Trustees finds and determines that the proposed plat is in substantial conformance with the technical requirements of the Firestone Development Code, and that the proposed subdivision development meets the applicable requirements and standards set forth in the Firestone Municipal Code and Firestone Development Code.

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

Section 1. The Board of Trustees acknowledges the Planning and Zoning Commission’s recommendation of approval in this case, as detailed in Resolution PC-24-02.

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

Section 3. The Board of Trustees hereby approves the Preliminary Plat of Frontier Estates Filing No. 2, attached hereto as Exhibit A and incorporated herein by this reference, which is subject to the following conditions:

(a) All remaining technical corrections to the Frontier Estates Filing No. 2 Preliminary Plat and preliminary Construction Drawings requested by Town staff shall be made to the Town staff’s satisfaction.

(b) At the Final Plat stage, the Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

(c) The Applicant may not install or employ any bollard or other roadway obstructions for use within the Purdue Avenue connection within the proposed subdivision, nor incorporate barriers, security piers, or any other street access control devices into the Purdue Avenue connection design that would block or prevent circulation between the proposed subdivision and the adjoining Saddleback Heights subdivision or that would otherwise inhibit the safe, efficient and free movement of vehicular and pedestrian traffic through the proposed subdivision and the adjacent Saddleback Heights subdivision, and this requirement must also be a condition of final plat approval. At the Final Plat stage, the Applicant shall also provide revised Construction Drawings that reflect this restriction.

Section 4. Unless otherwise extended by the Board of Trustees, the approval of the Frontier Estates Filing No. 2 Preliminary Plat shall be null and void if a final plat for all or a portion of the property has not been submitted to the Town of Firestone within two (2) years of the date of this Resolution.

INTRODUCED AND READ the 24th day of July, 2024.

READ AND ADOPTED this ____ day or _____, 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
Frontier Estates Filing No. 2
Preliminary Plat



MEMORANDUM

TO: Board of Trustees

FROM: Matt Thompson, AICP, Senior Planner

DATE: July 19, 2024

RE: Staff Update for Frontier Estates Filing No. 2 Preliminary Plat

On May 8, 2024, the Board considered and heard testimony for Frontier Estates Filing No. 2 Preliminary Plat. After a motion to approve the petition failed, the Board decided to continue the hearing until June 12, 2024. At the applicant's request, the Board voted on June 12, 2024, to continue the petition until July 24, 2024.

Since the May 8, 2024, hearing, the petitioner has made one substantive change to the plan, which results in noncompliance with the FDC. This proposed change is not shown on the Preliminary Plat but would include the installation of bollards on Purdue Avenue between Frontier Estates and Saddleback Heights, restricting the connection to pedestrian and emergency vehicular access only. As listed in the Compliance Issue section of the Staff report, the proposed change is inconsistent with the following standards of the FDC:

- 16.5.4.D: Subdivision Standards, Design, and Improvements; Layout and Design Generally; Adjoining Subdivisions—A proposed subdivision shall be designed in such a manner as to be coordinated with adjoining subdivisions (existing and proposed) with respect to the alignment of street right-of-ways, utility and drainage easements, open space, view corridors, pedestrian/bicycle paths, and other relevant design considerations.
- 16.5.4.G.2: Subdivision Standards, Design, and Improvements; Layout and Design Generally; Streets; General Street Design Considerations—All new streets should be designed in relation to existing or planned streets, to public convenience and safety, and in relation to the proposed use of land to be served. To the maximum extent reasonably practicable, streets shall be arranged to follow the natural contours of the site. Streets shall be extended to connect with existing streets, except where such extension is prevented by topography or other physical conditions or where the connection of streets with existing or probable future streets is deemed unnecessary by the Town for the advantageous development of adjacent properties.
- 16.5.4.G.7.c: Subdivision Standards, Design, and Improvements; Layout and Design Generally; Streets; Street Arrangement and Connections—Dead-end streets (excluding cul-de-sac or stub streets) shall not be permitted unless approved by the Board of Trustees.
- 16.6.5.D.2.b: Development and Design Standards; Transportation and Access; Streets and On-Site Vehicular Circulation; Street Connectivity; Vehicular Access to Public Streets—Any development shall be required to provide adequate vehicular access to public streets for circulation, and public safety unless deemed impractical by the Director due to topography, natural features, or the configuration of adjacent developments.



MEMORANDUM

- 16.6.5.D.2.c: Development and Design Standards; Transportation and Access; Streets and On-Site Vehicular Circulation; Street Connectivity; Connections to Vacant Land—Where new development is adjacent to land likely to be developed or redeveloped in the future, all streets, bicycle paths, and access ways in the development's proposed street system shall continue through to the boundary lines of the area to provide for the orderly subdivision of such adjacent land or the transportation and access needs of the community. In addition, all redevelopment and street improvement projects shall take advantage of opportunities for retrofitting existing streets to provide increased vehicular and pedestrian connectivity to maximum extent practicable.
- 16.6.5.D.2.e: Development and Design Standards; Transportation and Access; Streets and On-Site Vehicular Circulation; Street Connectivity; Cul-De-Sacs and Dead-End Streets—The use of dead end streets or cul-de-sacs should be minimized unless their use is required by site constraints including but not limited to topography, the preservation of natural features, open space, and trail corridors. Should they be incorporated, a view corridor, at the cul-de-sac head or dead-end street, a minimum of thirty-five (35) feet in width shall be provided to maintain open views and pedestrian access. View corridors shall be created in a separate tract from buildable lots. View corridors shall contain a pedestrian walkway or trail connection whenever possible unless deemed unfeasible by the Town.
- 16.6.5.D.2.f: Development and Design Standards; Transportation and Access; Streets and On-Site Vehicular Circulation; Street Connectivity; Neighborhood Circulation—Street connections shall connect neighborhoods to each other and to local destinations such as schools, parks, greenbelt trail systems, and shopping centers, while minimizing neighborhood cut-through vehicle traffic movements that are non-local in nature.

Additionally, each chapter and many sections of the FDC contain a purpose statement. This proposal is inconsistent with the following purpose statements:

- 16.6.1.A.8: Development and Design Standards; General Provisions; Purpose—To encourage developments that relate to adjoining public streets, open spaces, parks, trails, and neighborhoods with building orientation and physical connections that contribute to the surrounding network of streets and walkways.
- 16.6.5.A: Development and Design Standards; Transportation and Access; Purpose—The purpose of this Section is to support the creation of a highly connected transportation system within the Town in order to provide choices for drivers, bicyclists, and pedestrians; increase effectiveness of municipal service delivery; promote walking and bicycling; connect neighborhoods to each other and to local destinations such as employment, schools, parks, and shopping centers; reduce vehicle miles of travel and travel times; improve air quality; reduce emergency response times; mitigate the traffic impacts of new development, and free up arterial capacity to better serve regional long-distance travel needs.



MEMORANDUM

Staff believes this change to the application makes it noncompliant with the Approval Criteria listed in Section 16.7.6.C of the FDC Criteria C, D, and G. For the Board of Trustees reference Criteria C, D, and G and the updated staff analysis, as listed in the Staff Report, are shown below:

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

Staff: As described in the Compliance Issues section of this report, the addition of the bollards on Purdue Avenue results in a street layout that is inconsistent with applicable development and design standards set forth in the FDC.

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

Waterlines will be looped throughout the Site with connections to the Frontier Street waterlines. The Site is proposing 2 points of access and the use of adequately spaced fire hydrants meeting the standards and requirements of the Frederick-Firestone Fire Protection District. Sanitary sewer will run throughout the Site. The sanitary sewer for the Site will outfall to the north. It will then flow and connect to an existing sanitary main located north of Frontier Estates crossing the Town of Firestone property to reach an existing St. Vrain Sanitation line. Dry utilities will be provided by United Power and Black Hills Energy.

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

Staff: As described in the Compliance Issues section of this report, the addition of the bollards on Purdue Avenue has caused the proposed subdivision to be noncompliant with several standards located in Chapters 5 and 6 of the FDC.

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

Staff: The proposed bollards on Purdue Avenue will block the general public from being able to drive vehicles on Purdue Street between the Frontier Estates and Saddleback Heights neighborhoods. As a result, the proposed subdivision is not adequately integrated and connected to the adjacent existing development and is noncompliant with the applicable FDC standards.



Staff Report

Frontier Estates Filing No. 2

Preliminary Plat

PP-22-009

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

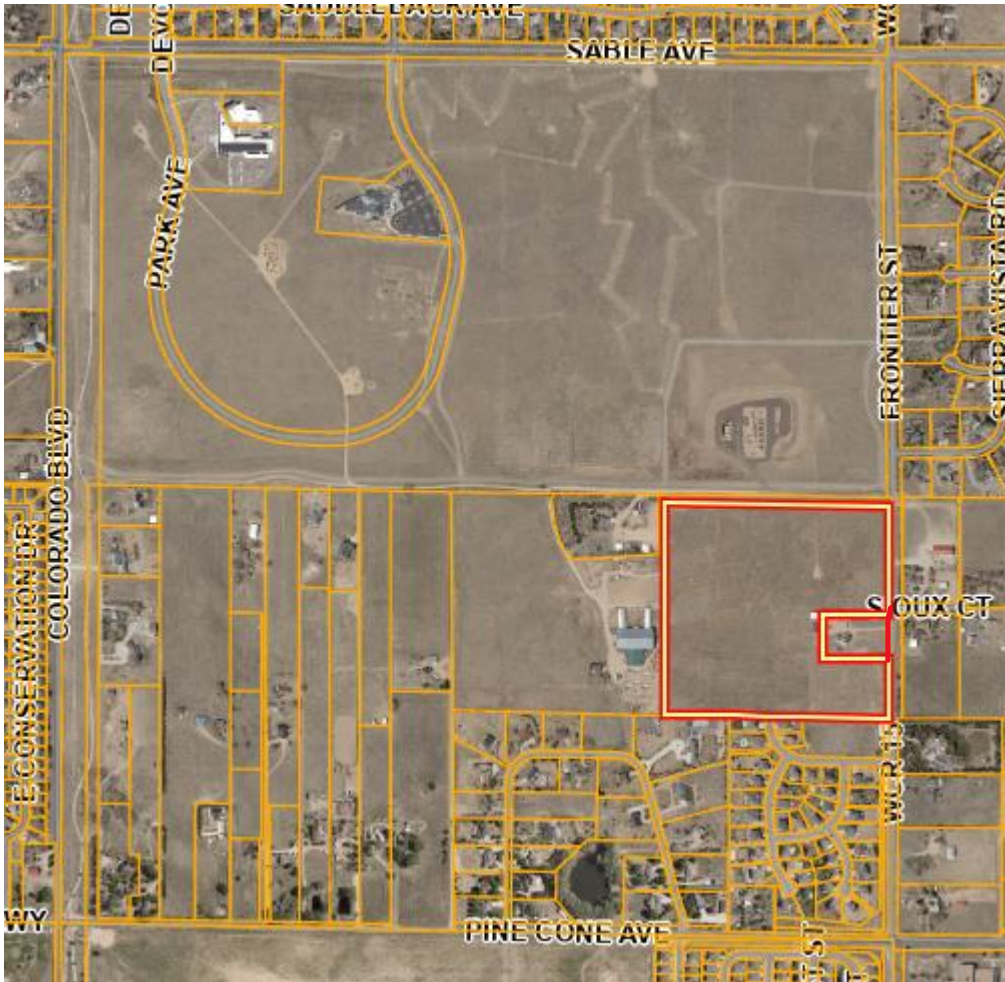
June 24, 2024

GENERAL INFORMATION

Purpose: This staff report is for the Frontier Estates Filing No. 2, Preliminary Plat, proposing 189 single-family detached lots and 13 tracts on 39.169 acres.

Applicant: Permontes Group, Inc.
105 S. Sunset Street, Unit H
Longmont, CO 80501

Location: The Frontier Estates Filing No. 2, Preliminary Plat is located on the west side of Frontier Street between Sable Avenue and Pine Cone Avenue



Existing Zoning: R-A Residential A

Existing Use: Vacant land, agriculture, agricultural out-buildings, single-family residential, and oil/gas facilities

Adjacent Land Use/Zoning:

	ZONING	LAND USE
NORTH	OS – Open Space	Town of Firestone Central Park, Town Hall, Library
SOUTH	R-1 – Residential 1	Saddleback Heights Subdivision
EAST	AG (Weld County)	Casagrande Estates Subdivision
WEST	R-A – Residential A	Single-family residential, agriculture use, and oil/gas facility

HISTORY

On March 28, 2002, the Board of Trustees (the “Board”) approved Ordinance 495, annexing the property into the Town (Farnsworth Annexation). On July 11, 2002, the Board of Trustees approved Ordinance 502, rezoning the property to PUD Residential A (FCC Development Outline Development Plan). Both the Annexation and Overall Development Plan (ODP) were recorded on October 25, 2005. Per the previous Development Code, ODP approvals were valid for ten (10) years; therefore, this ODP has expired. The expiration only applied to the ODP document, not the accompanying zoning ordinance; therefore, the property remains zoned Residential A.

The Frontier Estates Filing No. 1 Final Plat was approved by the Board on February 22, 2017, by Resolution 17-11, and recorded on February 15, 2018, creating the lots that exist today.

On May 8, 2024, the Board considered and heard testimony for Frontier Estates Filing No. 2 Preliminary Plat. After a motion to approve the petition failed, the Board decided to continue the hearing until June 12, 2024. At the applicant's request, the Board voted on June 12, 2024, to continue the petition until July 24, 2024.

FRONTIER ESTATES FILING NO. 2 PRELIMINARY PLAT – PLAN ANALYSIS

The subject property is 39.169 acres in size and is located on the west side of Frontier Street between Sable Avenue and Pine Cone Avenue. The existing legal description is Lot 1 and Tract A Frontier Estates Final Plat Filing No. 1. Tract A is mostly vacant with agricultural outbuildings and oil and gas facilities; and Lot 1 has a single-family residence, a detached garage, and an agricultural outbuilding. The proposed preliminary plat includes 189 total lots composed of single-family detached units.

The gross density of the proposed subdivision is 4.83 dwelling units/acre in accordance with the Firestone Development Code (FDC). The proposed density will be compatible with adjacent developments by having an open space buffer and placing the larger residential lots on the southern perimeter of the subdivision near the existing larger lots in Saddleback Heights Subdivision.

Recreational amenities include a 0.33-acre Pocket Park in Tract C, a 1.85-acre Neighborhood Park in Tract I, a perimeter trail network connecting to the Town’s Central Park to the north, and through-block connections providing additional connectivity to the various elements.

This subdivision proposes approximately 1.68 acres of open space and 2.18 acres of parks. In accordance with the FDC, a cash-in-lieu payment will be required to cover the additional required acreage.

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

COMPLIANCE ISSUES

Since the May 8, 2024, hearing, the petitioner has made one substantive change to the plan, which results in noncompliance with the FDC. This proposed change is not shown on the Preliminary Plat but would include the installation of bollards on Purdue Avenue between Frontier Estates and Saddleback Heights, restricting the connection to pedestrian and emergency vehicular access only. The proposed change is inconsistent with the following standards of the FDC:

- 16.5.4.D: Subdivision Standards, Design, and Improvements; Layout and Design Generally; Adjoining Subdivisions—A proposed subdivision shall be designed in such a manner as to be coordinated with adjoining subdivisions (existing and proposed) with respect to the alignment of street right-of-ways, utility and drainage easements, open space, view corridors, pedestrian/bicycle paths, and other relevant design considerations.
- 16.5.4.G.2: Subdivision Standards, Design, and Improvements; Layout and Design Generally; Streets; General Street Design Considerations—All new streets should be designed in relation to existing or planned streets, to public convenience and safety, and in relation to the proposed use of land to be served. To the maximum extent reasonably practicable, streets shall be arranged to follow the natural contours of the site. Streets shall be extended to connect with existing streets, except where such extension is prevented by topography or other physical conditions or where the connection of streets with existing or probable future streets is deemed unnecessary by the Town for the advantageous development of adjacent properties.
- 16.5.4.G.7.c: Subdivision Standards, Design, and Improvements; Layout and Design Generally; Streets; Street Arrangement and Connections—Dead-end streets (excluding cul-de-sac or stub streets) shall not be permitted unless approved by the Board of Trustees.
- 16.6.5.D.2.b: Development and Design Standards; Transportation and Access; Streets and On-Site Vehicular Circulation; Street Connectivity; Vehicular Access to Public Streets—Any development shall be required to provide adequate vehicular access to public streets for circulation, and public safety unless deemed impractical by the Director due to topography, natural features, or the configuration of adjacent developments.
- 16.6.5.D.2.c: Development and Design Standards; Transportation and Access; Streets and On-Site Vehicular Circulation; Street Connectivity; Connections to Vacant Land—Where new development is adjacent to land likely to be developed or redeveloped in the future, all streets, bicycle paths, and access ways in the development's proposed street system shall continue through to the boundary

lines of the area to provide for the orderly subdivision of such adjacent land or the transportation and access needs of the community. In addition, all redevelopment and street improvement projects shall take advantage of opportunities for retrofitting existing streets to provide increased vehicular and pedestrian connectivity to maximum extent practicable.

- 16.6.5.D.2.e: Development and Design Standards; Transportation and Access; Streets and On-Site Vehicular Circulation; Street Connectivity; Cul-De-Sacs and Dead-End Streets—The use of dead end streets or cul-de-sacs should be minimized unless their use is required by site constraints including but not limited to topography, the preservation of natural features, open space, and trail corridors. Should they be incorporated, a view corridor, at the cul-de-sac head or dead-end street, a minimum of thirty-five (35) feet in width shall be provided to maintain open views and pedestrian access. View corridors shall be created in a separate tract from buildable lots. View corridors shall contain a pedestrian walkway or trail connection whenever possible unless deemed unfeasible by the Town.
- 16.6.5.D.2.f: Development and Design Standards; Transportation and Access; Streets and On-Site Vehicular Circulation; Street Connectivity; Neighborhood Circulation—Street connections shall connect neighborhoods to each other and to local destinations such as schools, parks, greenbelt trail systems, and shopping centers, while minimizing neighborhood cut-through vehicle traffic movements that are non-local in nature.

Additionally, each chapter and many sections of the FDC contain a purpose statement. This proposal is inconsistent with the following purpose statements:

- 16.6.1.A.8: Development and Design Standards; General Provisions; Purpose—To encourage developments that relate to adjoining public streets, open spaces, parks, trails, and neighborhoods with building orientation and physical connections that contribute to the surrounding network of streets and walkways.
- 16.6.5.A: Development and Design Standards; Transportation and Access; Purpose—The purpose of this Section is to support the creation of a highly connected transportation system within the Town in order to provide choices for drivers, bicyclists, and pedestrians; increase effectiveness of municipal service delivery; promote walking and bicycling; connect neighborhoods to each other and to local destinations such as employment, schools, parks, and shopping centers; reduce vehicle miles of travel and travel times; improve air quality; reduce emergency response times; mitigate the traffic impacts of new development, and free up arterial capacity to better serve regional long-distance travel needs.

APPROVAL CRITERIA AND STAFF ANALYSIS

The Preliminary Plat application for Frontier Estates Filing No. 2 was reviewed for compliance with the Approval Criteria from Section 16.7.6.C of the FDC. The staff makes the following findings:

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

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

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

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

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

Staff: *As described in the Compliance Issues section of this report, the addition of the bollards on Purdue Avenue results in a street layout that is inconsistent with applicable development and design standards set forth in the FDC.*

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

Waterlines will be looped throughout the Site with connections to the Frontier Street waterlines. The Site is proposing 2 points of access and the use of adequately spaced fire hydrants meeting the standards and requirements of the Frederick-Firestone Fire Protection District. Sanitary sewer will run throughout the Site. The sanitary sewer for the Site will outfall to the north. It will then flow and connect to an existing sanitary main located north of Frontier Estates crossing the Town of Firestone property to reach an existing St. Vrain Sanitation line. Dry utilities will be provided by United Power and Black Hills Energy.

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

Staff: *As described in the Compliance Issues section of this report, the addition of the bollards on Purdue Avenue has caused the proposed subdivision to be noncompliant with several standards located in Chapters 5 and 6 of the FDC.*

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

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

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

Staff: *The proposed preliminary plat will not have a significant impact on the identified environmental conditions. The dominant existing land use on the project site is formerly tilled farmland. The vegetation is currently dominated by volunteer wheat, and weedy plants (cheatgrass, mullen, Russian thistle, sunflower, musk thistle). The site is fallow farmland with weedy species now dominating. There are no native plant communities on the site. There is a small stand of cottonwood trees (8-20 feet in height) in the southeastern section of the site along Frontier Street. Wildland Consultants, Inc. (WCI) completed the Ecological Assessment of the site. Eric Berg of WCI completed a field review and literature review to complete the assessment. Mr. Berg is a certified Wildlife Biologist and Certified Professional Wetland Scientist with over 20 years of experience working in Colorado. WCI did a field review of the site to determine if wetlands were present. Based on the field review there were no wetlands on the site. There are no Threatened or Endangered Species and Wildlife on the site. The site provides no habitat to Ute ladies tresses orchid, Preble's meadow jumping mouse, or Eastern black-rail. There are no black-tailed prairie dogs on the site. There are no key or unique wildlife habitats on the site.*

The applicant is working with the oil and gas companies to remove the oil and gas facility on the Owen's Quarter Horse property that is creating the 350' setback in the southwest corner of the property and to plug and abandon all active wells on the site. Per the FDC, no lots located within an oil and gas setback can be created by a Final Plat process.

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

Staff: *The proposed bollards on Purdue Avenue will block the general public from being able to drive vehicles on Purdue Street between the Frontier Estates and Saddleback Heights neighborhoods. As a result, the proposed subdivision is not adequately integrated and connected to the adjacent existing development and is noncompliant with the applicable FDC standards.*

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

Staff: *The proposed preliminary plat will not have significant adverse impacts on adjacent properties given that an open space tract will provide a buffer to the surrounding properties. The proposed density will be compatible with adjacent developments by having an open space buffer and placing the larger residential lots on the southern perimeter of the subdivision near the existing larger lots in Saddleback Heights Subdivision.*

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

Staff: *The development is located within the St. Vrain Valley School District and a referral was sent to the district. The school district indicated there is sufficient capacity at the local schools to serve the subdivision. The property is within the*

Frederick-Firestone Fire Protection District and the referral response indicates the site plan for the subdivision is acceptable as submitted. Sanitary sewer is provided by St. Vrain Sanitation, a petition for inclusion was submitted on January 21, 2022. Parks and open space requirements are being met, as described in the Plan Analysis section of this report.

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

Staff: *The primary access to the development will be from Frontier Street, a north-south collector roadway having an 80-foot roadway section at full build-out. The local roadway connection from Frontier Street will be aligned with the existing Weld County Sioux Court to the east. A future local roadway connection to the west has been identified for future development. Similarly, local roadway access to the north has been identified within the Preliminary Plat as a future connection to the Town's Master Planned east-west collector roadway. The southern local roadway access will connect to the existing Purdue Avenue right-of-way within Saddleback Heights Subdivision.*

The proposed Frontier Estates water supply network will connect to the Town supply at an existing 8-inch water line stub within Purdue Avenue at the southern side of the development. Frontier Estates' sanitary sewer network will connect to the existing St. Vrain Sanitation District network at an existing manhole near the northwest corner of the intersection of Sable Avenue and Frontier Street.

Parks and open space requirements are being met, as described in the Plan Analysis section of this report.

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

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

NEIGHBORHOOD MEETING

As required by the Firestone Development Code, a Neighborhood Meeting was held on May 5, 2022. The required notice for the Neighborhood Meeting was provided.

PLANNING AND ZONING COMMISSION:

After conducting a Public Hearing on the proposed preliminary plat on April 4, 2024, the Planning and Zoning Commission rendered a decision recommending approval of the Preliminary Plat as more fully set forth in PC-24-02.

PUBLIC NOTICE

Notice of the Public Hearings has been provided as follows:

Published in the Longmont Times-Call:	March 20, 2024
Property Posted:	March 20, 2024
Letters to Adjacent Property Owners:	March 20, 2024

Though not required, an additional notice stating the date of the continued hearing was published in the Longmont Times-Call on July 3, 2024.

RECOMMENDATIONS

Town staff recommends the Board of Trustees approve draft Resolution 24-47, a resolution recommending approving Frontier Estates Filing No. 2 Preliminary Plat application with the following conditions:

- a. All remaining technical corrections to the Frontier Estates Filing No. 2 Preliminary Plat and preliminary construction drawings requested by Town staff shall be made to the Town staff's satisfaction.
- b. At the Final Plat stage, the Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.
- c. The Applicant may not install or employ any bollard or other roadway obstructions for use within the Purdue Avenue connection within the proposed subdivision, nor incorporate barriers, security piers, or any other street access control devices into the Purdue Avenue connection design that would block or prevent circulation between the proposed subdivision and the adjoining Saddleback Heights subdivision or that would otherwise inhibit the safe, efficient and free movement of vehicular and pedestrian traffic through the proposed subdivision and the adjacent Saddleback Heights subdivision, and this requirement must also be a condition of final plat approval. At the Final Plat stage, the Applicant shall also provide revised Construction Drawings that reflect this restriction.

FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. PC 24-02

**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF
THE TOWN OF FIRESTONE, COLORADO, RECOMMENDING
APPROVAL OF THE FRONTIER ESTATES FILING NO. 2
PRELIMINARY SUBDIVISION PLAT**

WHEREAS, Melissa Leyba, Kip Farnsworth, and Michael Farnsworth (together, the “Applicant”), as the owners of certain real property located within the Town of Firestone, Colorado (the “Property”), have submitted a proposed preliminary subdivision plat for the Property (the “Application”); and

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

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

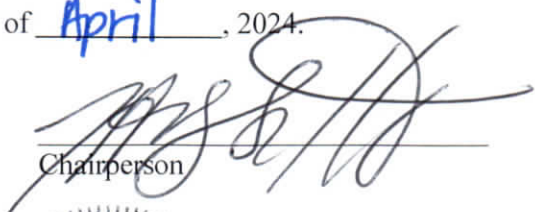
**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING
COMMISSION OF THE TOWN OF FIRESTONE, COLORADO:**

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

1. All remaining technical corrections to the Frontier Estates Filing No. 2, preliminary plat and construction drawings requested by Town staff shall be made to the Town staff’s satisfaction.

2. At the Final Plat stage, the Town and the Applicant shall execute a subdivision agreement, in a form to be approved by the Town Attorney.

PASSED AND ADOPTED this 4th day of April, 2024.


Chairperson

ATTEST:

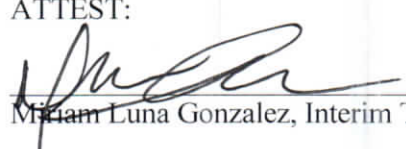

Miriam Luna Gonzalez, Interim Town Clerk



EXHIBIT A

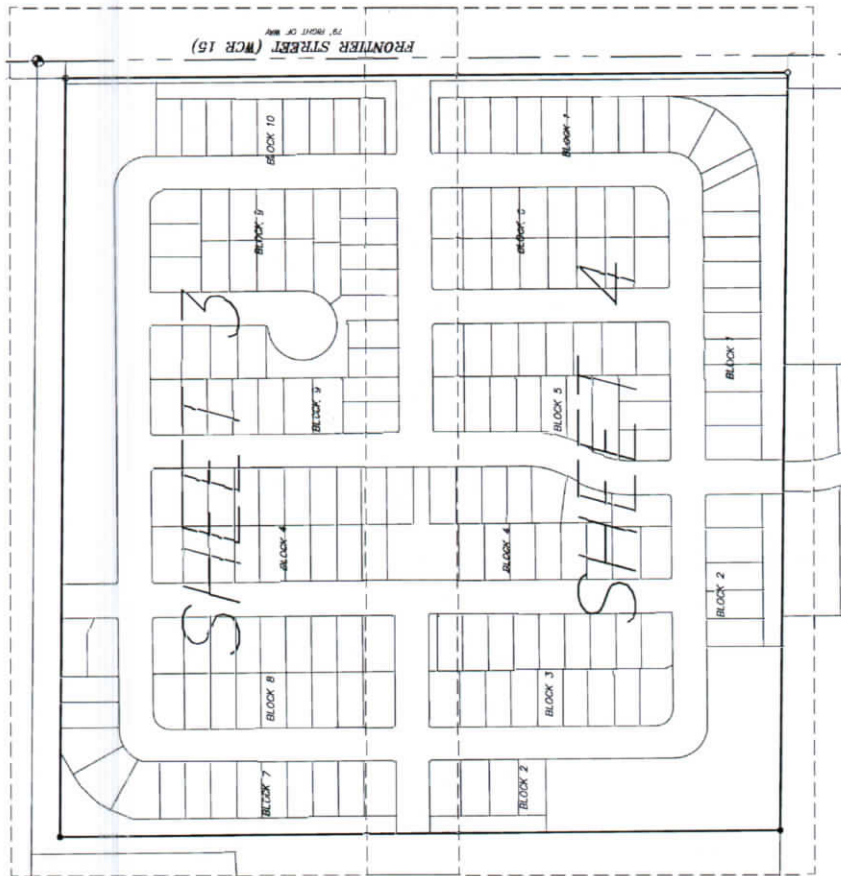
Frontier Estates Filing No. 2 Preliminary Plat

FRONTIER ESTATES FILING NO. 2

A REPLAT OF LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO. 1
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, T2N, R67W OF THE 6TH P.M.
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

39.169 ACRE - 189 LOTS/ 14 TRACTS
PP-22-009

KEY MAP



PARK LAND & OPEN SPACE DEDICATION TABLE					
NAME	LAND	REQUIREMENT	PERCENTAGE	PERCENTAGE	REMARKS
OPEN SPACE	10.5 ACRES/1,000 RESIDENTS	0.316	0.331	0	0.0
NEIGHBORHOOD PARK	3 ACRES/1,000 RESIDENTS	1.884	1.845	1	0.048
COMMUNITY PARK	5 ACRES/1,000 RESIDENTS	3.156	0.000		3.156
OPEN SPACE	14 ACRES/1,000 RESIDENTS	8.838	1.883	1	7.155
TOTAL PARK & OPEN SPACE		14.204	3.885		10.360
RESIDENTS PER UNIT: 3.24					

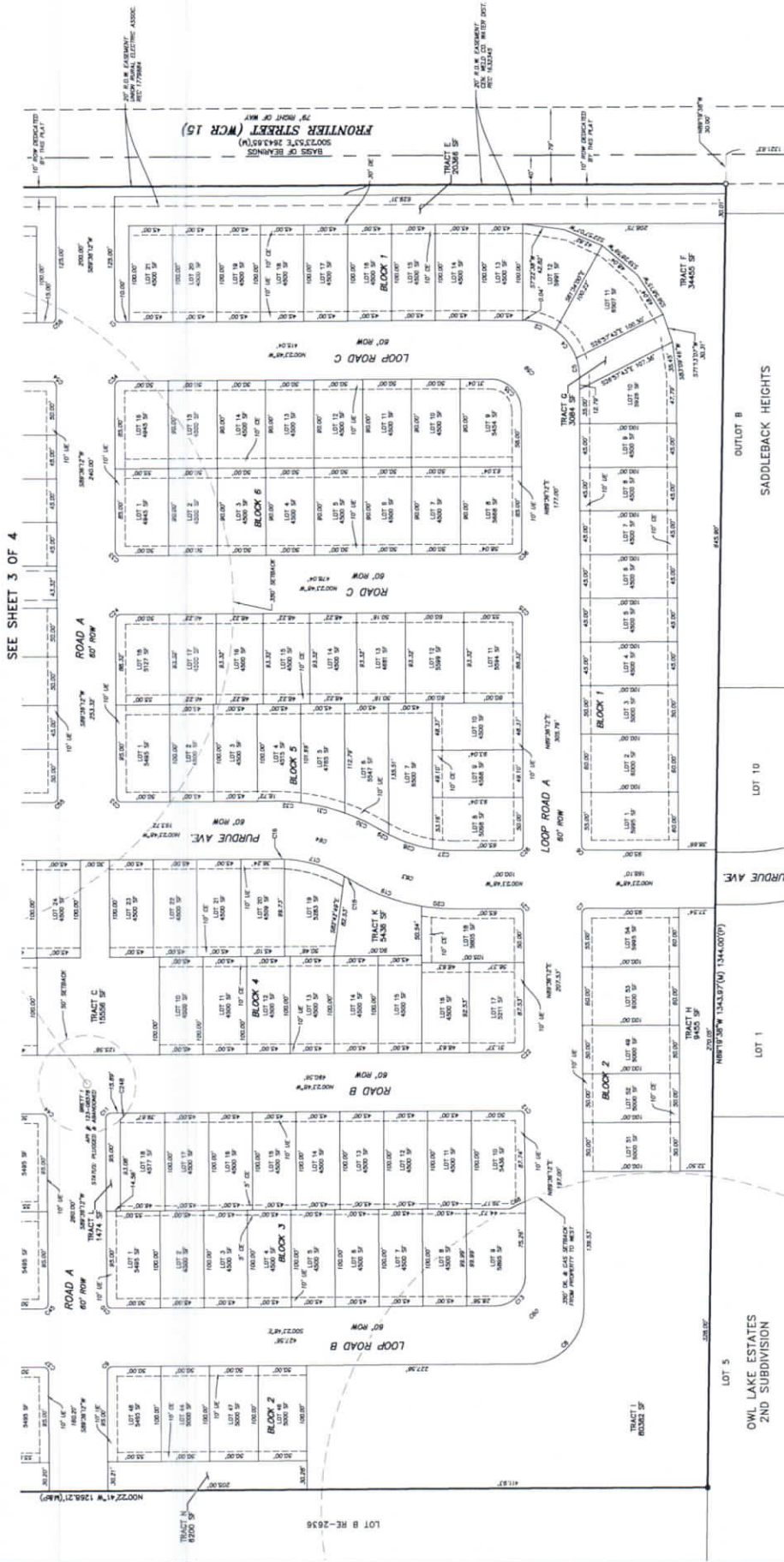
SUBDIVISION DATA TABLE					
TRACTS	14				
LOTS	189				
AREA OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	7.43 ACRES				
AREA OF TRACTS	39.169 ACRES				
AREA OF SINGLE FAMILY DETACHED RESIDENTIAL LOTS	9.11 LOTS/ACRE				
DENSITY (SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA)	4,500 SQ. FT.				
MINIMUM SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	8,500 SQ. FT.				
AVERAGE SINGLE FAMILY DETACHED RESIDENTIAL LOT AREA	4,604 SQ. FT.				

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	7.85	5.00	90.0000°	N43°30'17"E	7.07
C2	36.55	58.00	35.0731°	N17°09'52"E	35.00
C3	16.49	58.00	19.574°	N79°35'32"E	35.48
C4	7.85	5.00	90.0000°	N43°30'17"E	7.07
C5	16.49	58.00	19.574°	N79°35'32"E	35.48
C6	7.85	5.00	90.0000°	N43°30'17"E	7.07
C7	81.11	58.00	90.0000°	S45°22'48"E	7.07
C8	7.85	5.00	90.0000°	S45°22'48"E	82.02
C9	7.85	5.00	90.0000°	S45°22'48"E	7.07
C10	7.85	5.00	90.0000°	S44°30'12"W	7.07
C11	7.85	5.00	90.0000°	N43°30'17"E	7.07
C12	7.85	5.00	90.0000°	N43°30'17"E	7.07
C13	50.27	32.00	90.0000°	S45°22'48"E	45.25
C14	7.85	5.00	90.0000°	N43°30'17"E	7.07
C15	7.85	5.00	90.0000°	S45°22'48"E	7.07
C16	8.87	145.00	3.7012°	S71°17'18"W	8.86
C17	84.58	145.00	25.319°	S15°52'03"W	84.90
C18	8.87	145.00	24.5100°	S37°02'17"W	8.87
C19	78.53	203.00	27.9631°	S52°24'28"W	78.85
C20	35.17	203.00	9.4846°	S43°10'16"W	35.13
C21	7.85	5.00	90.0000°	S43°30'12"W	7.07
C22	7.85	5.00	90.0000°	N43°30'17"E	7.07
C23	7.85	5.00	90.0000°	N43°30'17"E	7.07
C24	7.85	5.00	90.0000°	S45°22'48"E	7.07
C25	7.85	5.00	90.0000°	S43°30'12"W	7.07
C26	7.85	5.00	90.0000°	N43°30'17"E	7.07
C27	23.13	145.00	8.9820°	N47°10'28"E	23.11
C28	47.88	145.00	18.7071°	N10°09'57"E	47.87
C29	8.87	145.00	3.7473°	N29°29'02"E	8.87
C30	40.80	203.00	11.2548°	N23°39'58"E	40.83
C31	46.45	203.00	12.9855°	N13°21'37"E	46.35
C32	26.36	203.00	7.7158°	N17°17'11"E	26.34
C33	7.85	5.00	90.0000°	S44°30'12"W	7.07
C34	7.85	5.00	90.0000°	N43°30'17"E	7.07

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C35	50.27	32.00	90.0000°	N43°30'17"E	45.25
C36	7.85	5.00	90.0000°	S45°22'48"E	7.07
C37	7.85	5.00	90.0000°	S44°30'12"W	7.07
C38	26.40	58.00	26.0448°	S72°38'35"W	26.17
C39	36.25	58.00	35.4846°	S45°22'48"E	35.17
C40	28.45	58.00	28.0626°	S79°32'59"W	28.17
C41	7.85	5.00	90.0000°	S44°30'12"W	7.07
C42	50.27	32.00	90.0000°	N43°30'17"E	45.25
C43	7.85	5.00	90.0000°	S45°22'48"E	7.07
C44	7.85	5.00	90.0000°	S44°30'12"W	7.07
C45	7.85	5.00	90.0000°	N43°30'17"E	7.07
C46	7.85	5.00	90.0000°	S44°30'12"W	7.07
C47	7.85	5.00	90.0000°	N43°30'17"E	7.07
C48	8.87	7.00	55.5004°	N58°37'28"E	8.85
C49	225.47	81.00	211.4348°	N21°19'28"E	117.35
C50	35.58	81.00	33.24103°	S39°10'30"W	35.00
C51	21.09	81.00	19.48725°	S59°02'4"W	20.88
C52	7.85	5.00	90.0000°	S44°30'12"W	7.07
C53	50.27	32.00	90.0000°	N43°30'17"E	45.25
C54	7.85	5.00	90.0000°	N43°30'17"E	7.07
C55	7.85	5.00	90.0000°	S45°22'48"E	7.07
C56	7.85	5.00	90.0000°	N43°30'17"E	7.07
C57	81.11	58.00	90.0000°	N43°30'17"E	82.02
C58	7.85	5.00	90.0000°	N43°30'17"E	7.07
C59	88.86	83.00	90.0000°	N44°30'17"E	89.10
C60	88.86	83.00	90.0000°	S45°22'48"E	89.10
C61	88.86	83.00	90.0000°	S44°30'12"W	89.10
C62	88.86	83.00	90.0000°	N43°30'17"E	89.10
C63	97.06	175.00	31.94540°	N15°28'32"E	95.82
C64	97.06	175.00	31.94540°	N15°28'32"E	95.82
C65	3.56	7.00	28.90612°	N14°09'18"E	3.52
C66	17.41	350.00	2.71102°	S55°02'22"E	17.41

FRONTIER ESTATES FILING NO. 2

A REPLAT OF LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO. 1
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, T2N, R67W OF THE 6TH P.M.
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
39.169 ACRE - 189 LOTS/ 14 TRACTS
PP-22-009



LEGEND

- FOUND SECTION CORNER AS DESCRIBED
- FOUND #1 REBAR WITH 1" YELLOW PLASTIC CAP, 15" DEEP
- FOUND 1.5" ALUMINUM CAP 15" DIA
- FOUND #1 REBAR WITH 1" PLASTIC CAP 15" DIA
- MEASURED DISTANCE
- PLATTED DISTANCE
- UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- CE COMMUNICATIONS EASEMENT
- CE SANITARY SEWER EASEMENT
- REC RECEPTION NUMBER
- ROW RIGHT OF WAY

OWL LAKE ESTATES
2ND SUBDIVISION

SADDLEBACK HEIGHTS
OUTLOT B

SEE CORNER SECTION 18
2" ALUMINUM CAP ILLUSTRABLE
CONFORMS WITH MONUMENT RECORD 3/7/2017

EHRHART
LAND SURVEYING
P.O. Box 103, Firestone, CO 80540
www.ehrhartland.com

PAGE NO. 4 OF 4
DATE: 3/7/24
DRAWN BY: JPC
PROJECT: 2215022

FRONTIER ESTATES FILING NO. 2

A REPLAT OF LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO. 1,
LOCATED IN THE SOUTHEAST 1/4 SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
39.170 ACRES - 189 LOTS / 14 TRACTS - FILE NO. PP-22-009

CERTIFICATION OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION BEING THE OWNERS OF THAT REAL PROPERTY MORE FULLY DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

LOT 1 AND TRACT A, FRONTIER ESTATES FINAL PLAT FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 4375614 IN THE RECORDS OF WELD COUNTY CLERK AND RECORDER OFFICE COUNTY OF WELD.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF FRONTIER ESTATE FILING NO. 1, A SUBDIVISION OF A OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE, THE STREETS, AVENUES (AND OTHER PUBLIC PLACES, TRACTS) AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE OPTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN HEREON.

IN WITNESS WHEREOF MERITAGE HOMES OF COLORADO, INC. AN ARIZONA CORPORATION, HAS CAUSED ITS NAME TO BE HEREUNTO SUBSCRIBED THIS ____ DAY OF ____, 20__.

BY: _____ AS _____

STATE OF _____)
COUNTY OF _____) SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____, 20__.

BY: _____ AS _____ OF MERITAGE HOMES OF COLORADO, AN

ARIZONA CORPORATION.

MY COMMISSION EXPIRES _____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF VISTOSA FILING NO. 1 WAS APPROVED ON THIS ____ DAY OF _____,

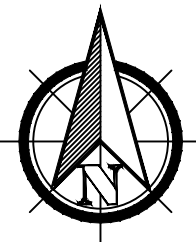
20____. BY RESOLUTION NO. _____ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE, ON BEHALF OF THE

TOWN OF FIRESTONE HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES

INDICATED THEREON.

ATTEST: _____

MAYOR TOWN CLERK



VICINITY MAP

SCALE: 1" = 1000'

SURVEYOR'S CERTIFICATION

I, MARK A. HALL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT WAS COMPLETED UNDER MY SUPERVISION USING APPLICABLE STANDARDS OF PRACTICE. THIS SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION, AND BELIEF AND IS NOT A WARRANTY, EITHER EXPRESSED OR IMPLIED. THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

BY: MARK A. HALL, COLORADO PLS NO. 36073
FOR AND ON BEHALF OF LJA, SURVEYING, INC.

TRACT SUMMARY CHART					
TRACT	USE	OWNED	MAINTAINED	SQ. FT.	ACRES
TRACT A	DRAINAGE, OPEN SPACE, UTILITY	HOA	HOA	91,396	2.098
TRACT B	DRAINAGE, PUBLIC ACCESS, UTILITY	HOA	HOA	12,262	0.281
TRACT C	DRAINAGE, POCKET PARK, PUBLIC ACCESS, UTILITY	HOA	HOA	15,555	0.357
TRACT D	LANDSCAPE & IRRIGATION, UTILITY	HOA	HOA	14,089	0.323
TRACT E	LANDSCAPE & IRRIGATION, UTILITY	HOA	HOA	19,710	0.452
TRACT F	DRAINAGE, PUBLIC ACCESS, UTILITY	HOA	HOA	34,077	0.782
TRACT G	DRAINAGE, PUBLIC ACCESS, UTILITY	HOA	HOA	3,084	0.071
TRACT H	DRAINAGE, PUBLIC ACCESS, UTILITY	HOA	HOA	9,450	0.217
TRACT I	DRAINAGE, NEIGHBORHOOD PARK, PUBLIC ACCESS, UTILITY	HOA	HOA	80,373	1.845
TRACT J	DRAINAGE, PUBLIC ACCESS, UTILITY	HOA	HOA	23,174	0.532
TRACT K	DRAINAGE, PUBLIC ACCESS, UTILITY	HOA	HOA	5,436	0.125
TRACT L	DRAINAGE, PUBLIC ACCESS, UTILITY	HOA	HOA	1,474	0.034
TRACT M	DRAINAGE, PUBLIC ACCESS, UTILITY	HOA	HOA	4,978	0.114
TRACT N	LANDSCAPE & IRRIGATION, UTILITY	HOA	HOA	6,198	0.142
TOTAL AREA				321,256	7.375

LAND USE SUMMARY CHART				
TYPE	LOTS	SQ. FT.	ACRES	%
LOT AREA - RESIDENTIAL	189	905,738	20.793	53.1%
PUBLIC RIGHT-OF-WAY AREA		479,250	11.002	28.1%
TRACTS - (14)		321,256	7.375	18.8%
TOTALS		1,706,244	39.170	100%

SHEET INDEX

SHEET NO.	SHEET TITLE
1	COVER
2	OVERALL
3	LOT DETAILS
4	LOT DETAILS
5	LOT DETAILS
6	LOT DETAILS

GENERAL NOTES

- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LJA SURVEYING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, LJA SURVEYING RELIED UPON THE TITLE COMMITMENT PREPARED BY LANDTITLE GUARANTEE COMPANY, COMMITMENT NUMBER ABC25205638-2, WITH A COMMITMENT DATE OF DECEMBER 28, 2023 AT 5:00 P.M.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, ASSUMED TO BEAR SOUTH 00°23'53" EAST, BEING MONUMENTED ON THE NORTH BY THE EAST QUARTER-SECTION CORNER OF SAID SECTION 18 BEING A 3.25" BRASS CAP (ILLEGIBLE) IN A MONUMENT BOX AND BEING MONUMENTED ON THE SOUTH BY THE SOUTHEAST SECTION CORNER OF SAID SECTION 18 BEING A 2" ALUMINUM CAP (ILLEGIBLE).
- FLOODPLAIN: THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X. OTHER AREAS — DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) — MAP NUMBER 08123C1895F WITH A MAP REVISED DATE OF OF NOVEMBER 29, 2023.

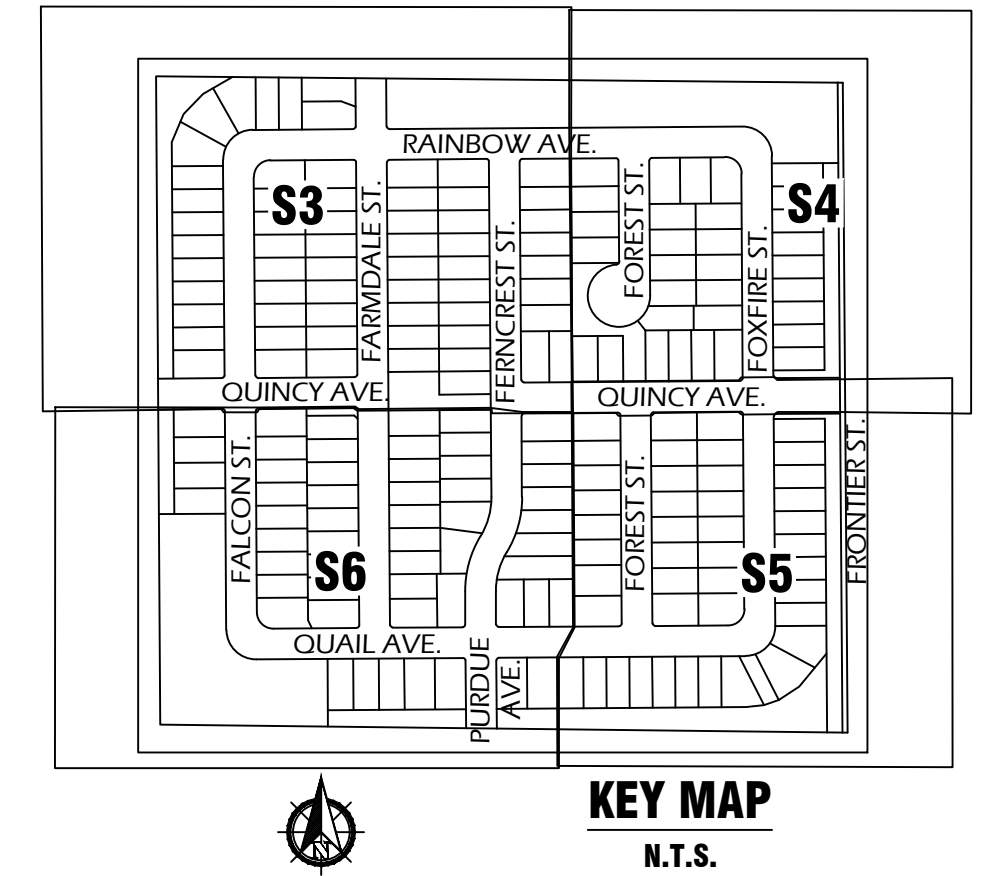
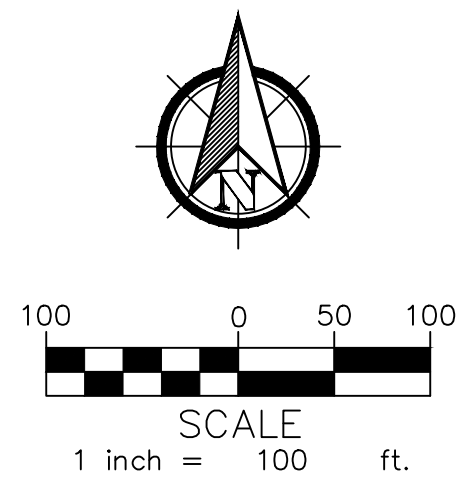
DEVELOPMENT NOTES

- ALL OR PORTIONS OF THE PROPERTY DESCRIBED HEREON MAY BE SUBJECT TO THE DEVELOPMENT AGREEMENT RECORDED CONTEMPORANEOUSLY HERewith IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO.
- TRACTS A THROUGH N PLATTED AND SHOWN HEREON SHALL BE CONVEYED BY SEPARATE INSTRUMENT, AND WILL BE OWNED AND MAINTAINED BY AN ASSOCIATION ESTABLISHED AND ORGANIZED UNDER THE COLORADO COMMON INTEREST COMMUNITY ACT, CRS SEC. 38-33.3-101 ET SEQ. BY THE OWNER.
- ALL PLATTED LOTS AS DEPICTED ON THIS PLAT ARE SUBJECT TO CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS AND ARE REQUIRED TO PAY MANDATORY ASSESSMENTS, AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DECLARATION OF [INSERT DECLARATION TITLE] RECORDED CONTEMPORANEOUSLY HERewith IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE.
- TRACTS A THROUGH N ARE NOT INTENDED FOR BUILDING OR FUTURE DEVELOPMENT AND NO PORTION OF ANY SUCH TRACTS SHALL BE DIVIDED OR CONVEYED AS DEVELOPABLE LOTS.
- OWNER SHALL DISCLOSE TO PERSPECTIVE PURCHASERS OF LOTS WITHIN A RADIUS OF 100' OF THE LOCATION OF THE PLUGGED AND ABANDONED WELL.
- OWNER HEREBY DEDICATES AND CONVEYS TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL SIDEWALKS, PEDESTRIAN PATHS, WALKWAYS, TRAILS, PARKS, PARK EQUIPMENT, PARK FACILITIES AND ASSOCIATED PARK ELEMENTS, INCLUDING VEHICULAR PARKING STALLS, INSTALLED UPON, ACROSS, OVER AND WITHIN ANY TRACTS FOR THE PURPOSE OF PUBLIC ACCESS TO AND USE OF SUCH IMPROVEMENTS, AT ANY TIME AND FROM TIME TO TIME, FOR ACTIVE AND PASSIVE RECREATIONAL USES.
- THE OWNER(S) OF EACH TRACT, OUTLOT AND LOT WILL MAINTAIN ANY AND ALL GRADING AND APPROVED PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES LOCATED WITHIN THEIR REPECTIVE LOT OR OUTLOT. THE DRAINAGE EASEMENTS DEDICATED TO THE TOWN ACROSS SUCH AREAS ARE FOR USE, OPERATION AND MAINTENANCE OF ANY AND ALL DRAINAGE IMPROVEMENTS INSTALLED WITHIN SUCH AREAS FOR ACCESS, MAINTENANCE AND REPAIR SERVICES ONLY IN THE EVENT THAT THE OWNER(S) OF THE LOT(S), TRACT(S), OUTLOT(S) FAIL OR REFUSE TO PERFORM ANY MAINTENANCE OF PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR A PARTICULAR LOT. IN THE EVENT THAT THE OWNER(S) FAIL OR REFUSE TO PERFORM ANY REQUIRED MAINTENANCE, THE TOWN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER SAID EASEMENT AND PERFORM ANY NECESSARY WORK, AND SHALL BILL THE OWNER(S) FOR THE COSTS OF ANY MAINTENANCE OR REPAIR WORK. IN THE EVENT THE TOWN IS NOT FULLY REIMBURSED FOR ALL SUCH COSTS INCURRED WITHIN 30 DAYS AFTER MAILING OF THE BILL, THE TOWN SHALL HAVE THE RIGHT TO PLACE LIENS AGAINST THE PROPERTY TO THE FULL EXTENT OF ALL COSTS INCURRED. THE TOWN'S ACCEPTANCE OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS, NOR RELIEVE THE OWNER(S) OF ANY LOT(S), TRACT(S), OR OUTLOT(S) OF ITS/THEIR OBLIGATION AND PRIMARY RESPONSIBILITY TO CONSTRUCT OR MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR EACH LOT.
- OWNER HEREBY DEDICATES AND CONVEYS TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL STORM DRAINS, STORM SEWER PIPES, CONCRETE PANS, CHASE DRAINS, DRAINAGE SWALES, DETENTION PONDS AND ASSOCIATED OUTLET STRUCTURES INSTALLED UPON, ACROSS, OVER, AND WITHIN ANY TRACTS FOR THE PURPOSES DESCRIBED IN NOTE 7.
- THE DECLARATION OF [INSERT DECLARATION TITLE] RECORDED CONTEMPORANEOUSLY HERewith IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE GRANTS CERTAIN EASEMENT RIGHTS APPURTENANT TO AND FOR THE BENEFIT OF THE ST. VRAIN SANITATION DISTRICT ACROSS TRACTS D AND E. THE TERMS AND CONDITIONS APPLICABLE TO SUCH EASEMENT RIGHTS ARE SET FORTH IN THE DECLARATION.
- LOTS WITHIN THE 350-FOOT SETBACKS FROM OIL AND GAS FACILITIES WILL NOT BE ISSUED BUILDING PERMITS, SOLD, CONVEYED, OR TRANSFERRED UNTIL THE DEVELOPER HAS FURNISHED THE TOWN PROOF OF APPROVAL AND ACCEPTANCE OF A WELL ABANDONMENT AND NO SURFACE OCCUPANCY USE AGREEMENT BETWEEN THE OWNER AND THE WELL INTEREST OWNER, OR OTHER DOCUMENTATION ACCEPTABLE TO THE TOWN, INDICATING THE WELL HAS BEEN PLUGGED AND ABANDONED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COLORADO OIL AND GAS CONSERVATION AND COMMISSION. UPON ACCEPTANCE BY THE TOWN OF FIRESTONE, THE ABOVE STATED PLAT RESTRICTION SHALL BE REMOVED. LOTS WITHIN THE 350-FOOT SETBACK INCLUDE: LOTS 7-9 BLOCK 3, LOTS 23-33 BLOCK 4, LOTS 1-3 AND 16-18 BLOCK 5, LOTS 1-3 AND 15-16 BLOCK 6, LOTS 1-32 BLOCK 9, LOTS 2-9 BLOCK 10.

FIRESTONE INFORMATION BLOCK		
NAME OF APPLICATION	FRONTIER ESTATES	
TYPE OF SUBMITTAL	PRELIMINARY PLAT	
FILING NUMBER	FILING NO. 2	
PHASE NUMBER	N/A	
PREPARATION DATE	6/19/2024	
REVISION DATE		
REVISION DATE		
REVISION DATE		
COVER - SHEET 1 OF 6		
		7800 E. Union Avenue Suite 575 Denver, CO 80237 303-390-4510 www.lja.com
Date	Job No.	Sheet
6/19/2024	1025-0012	1 of 6

FRONTIER ESTATES FILING NO. 2

A REPLAT OF LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO. 1,
LOCATED IN THE SOUTHEAST 1/4 SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
39.170 ACRES - 189 LOTS / 14 TRACTS - FILE NO. PP-22-009



KEY MAP
N.T.S.



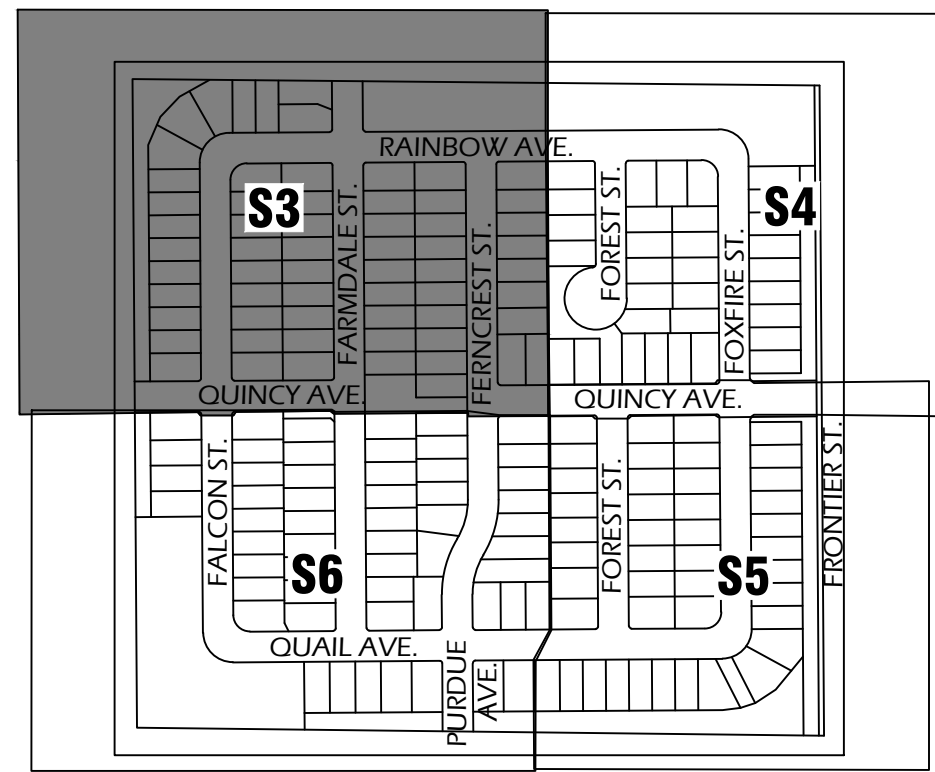
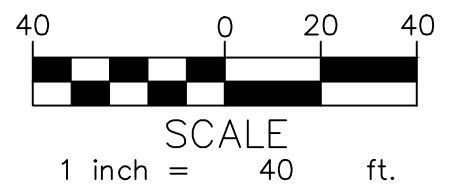
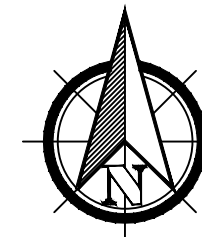
MONUMENT SYMBOL LEGEND

- RECOVERED SECTION CORNER AS NOTED HEREON
- SET 18" LONG NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP STAMPED "LJA SURVEYING PLS 36073" FLUSH WITH GROUND
- RECOVERED #4 REBAR 1" YELLOW PLASTIC CAP STAMPED "LS 18982"
- (R1) RECORDED DIMENSION PER SPECIAL WARRANTY DEED, REC. NO. 4872466
- REC. NO. RECEPTION NUMBER
- 3 BLOCK NUMBER

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	FRONTIER ESTATES
TYPE OF SUBMITTAL	PRELIMINARY PLAT
FILING NUMBER	FILING NO. 2
PHASE NUMBER	N/A
PREPARATION DATE	6/19/2024
REVISION DATE	
REVISION DATE	
REVISION DATE	
OVERALL DETAIL - SHEET 2 OF 6	
LJA SURVEYING Date 6/19/2024 Job No. 1025-0012 Sheet 2 of 6	
7800 E Union Avenue Suite 575 Denver, CO 80237 303-390-8510 www.lja.com	

FRONTIER ESTATES FILING NO. 2

A REPLAT OF LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO. 1,
LOCATED IN THE SOUTHEAST 1/4 SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
39.170 ACRES - 189 LOTS / 14 TRACTS - FILE NO. PP-22-009



KEY MAP
N.T.S.

LEGEND

- # = BLOCK NUMBER
A.E. = ACCESS EASEMENT HEREBY GRANTED
D.E. = DRAINAGE EASEMENT HEREBY GRANTED
D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
U.E. = UTILITY EASEMENT HEREBY GRANTED
REC. NO. = RECEPTION NUMBER

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	5.00'	7.85'
C2	90°00'00"	5.00'	7.85'
C3	90°00'00"	58.00'	91.11'

OWNER: BRETT DOBINSKY
REC. NO. 4913539

RECORDED EXEMPTION NO.
1311-18-4-RE-2636
REC. NO. 2749816

LOT A

SE 1/4 SEC. 18,
T.52N., R.67W., SIXTH P.M.

OWNER: JAMES ALAN OWEN
& CANDACE CAR OWEN
REC. NO. 2748754

RECORDED EXEMPTION NO.
1311-18-4-RE-2636
REC. NO. 2749816

LOT B

FOR REVIEW ONLY

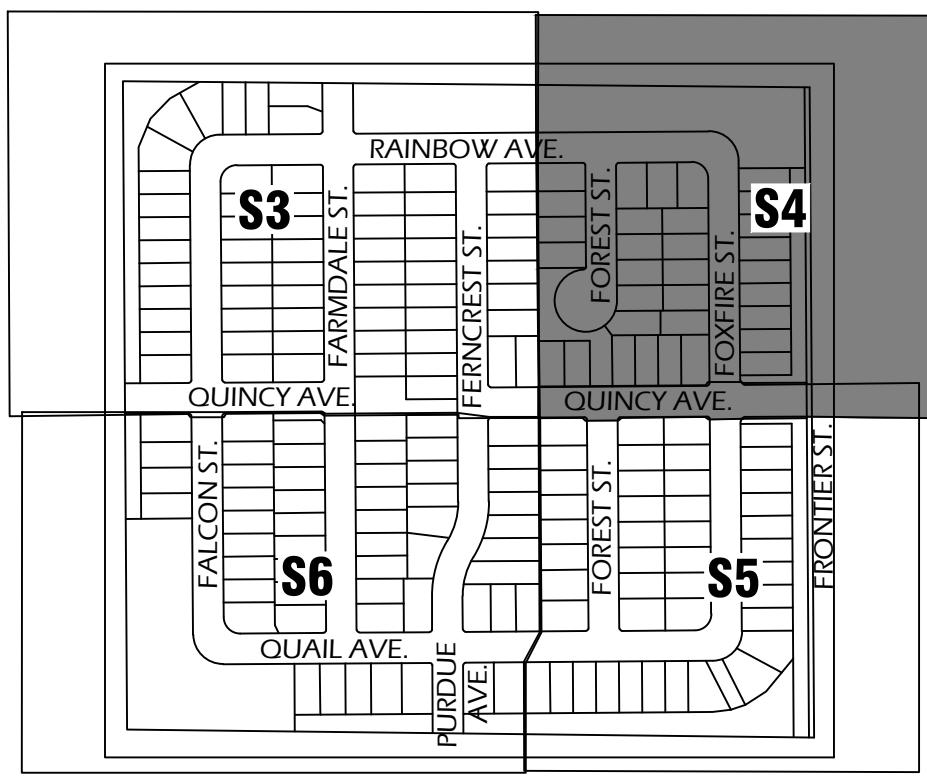
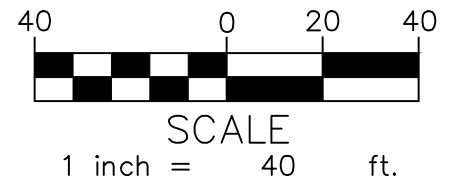
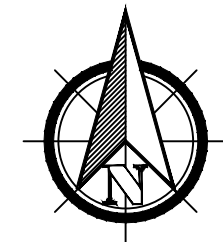
MATCH TO SHEET 6

MATCH TO SHEET 4

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	FRONTIER ESTATES
TYPE OF SUBMITTAL	PRELIMINARY PLAT
FILING NUMBER	FILING NO. 2
PHASE NUMBER	N/A
PREPARATION DATE	6/19/2024
REVISION DATE	
REVISION DATE	
DETAIL PAGE - SHEET 3 OF 6	
7800 E Union Avenue Suite 575 Denver, CO 80237 303-390-8510 www.lja.com	
Date	6/19/2024
Job No.	1025-0012
Sheet	3 of 6

FRONTIER ESTATES FILING NO. 2

A REPLAT OF LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO. 1,
LOCATED IN THE SOUTHEAST 1/4 SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
39.170 ACRES - 189 LOTS / 14 TRACTS - FILE NO. PP-22-009



KEY MAP
N.T.S.

LEGEND

- (#) = BLOCK NUMBER
A.E. = ACCESS EASEMENT HEREBY GRANTED
D.E. = DRAINAGE EASEMENT HEREBY GRANTED
D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
U.E. = UTILITY EASEMENT HEREBY GRANTED
REC. NO. = RECEPTION NUMBER

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C4	90°00'00"	5.00'	7.85'
C5	84°56'16"	7.00'	10.38'
C13	90°00'00"	5.00'	7.85'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N37°11'25"W	24.15'

EAST 1/4 CORNER SECTION 18,
T.2N., R.67W., 6TH P.M.
RECOVERED NO. 6 REBAR
WITH 3.25" BLM BRASS CAP
CONFORMS WITH MONUMENT
RECORD 5/3/2006

20' R.O.W. EASEMENT
UNION RURAL ELECTRIC ASSOC.
REC. NO. 1779884
EXCEPTIONS #8 & #11

OWNER: DAVID N. JAQUEZ
REC. NO. 0538901

20' R.O.W. EASEMENT
GEN. WELD CO. WATER DIST.
REC. NO. 1632349
EXCEPTIONS #8 & #10

SIoux CT.
(60' PUBLIC R.O.W.)

MATCH TO SHEET 3

MATCH TO SHEET 5

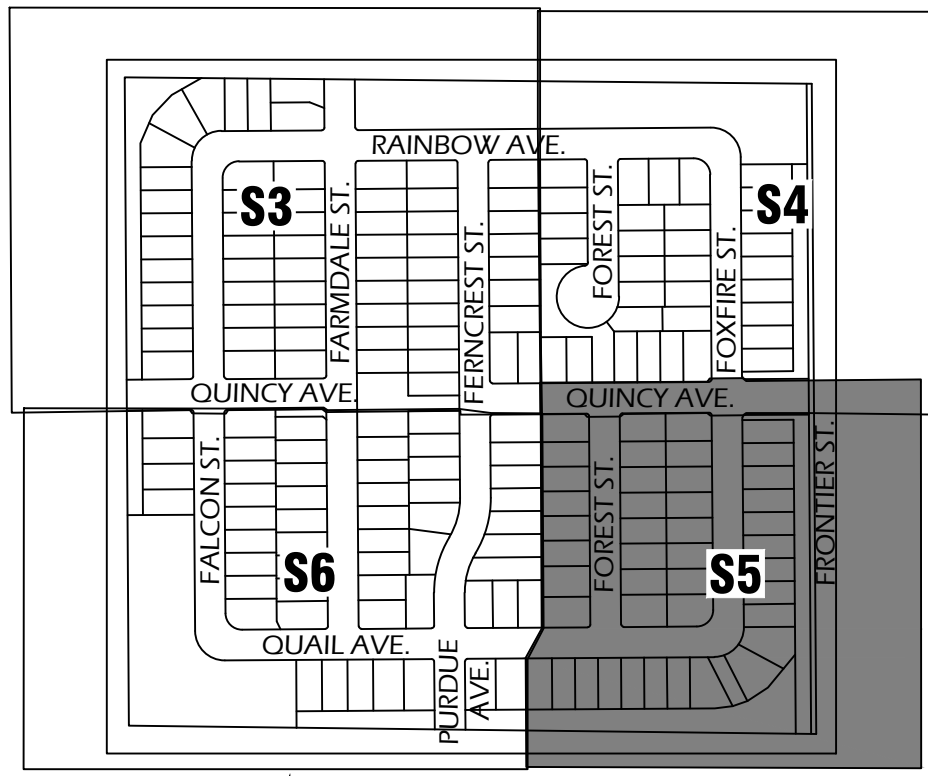
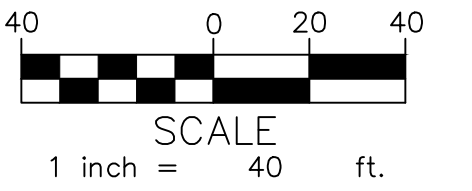
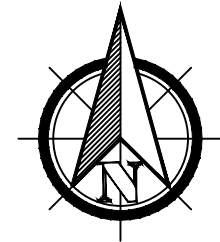
FOR REVIEW ONLY

I:\JOB FOLDERS\1025 - MERITAGE\1025-0012\SURVEY\06 CAD\PRODUCTION FILES\F2\1025-0012_FRONTIER ESTATES F2 - DETAILS PRINTED ON: 6/19/2024 8:57 AM

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	FRONTIER ESTATES
TYPE OF SUBMITTAL	PRELIMINARY PLAT
FILING NUMBER	FILING NO. 2
PHASE NUMBER	N/A
PREPARATION DATE	6/19/2024
REVISION DATE	
REVISION DATE	
REVISION DATE	
DETAIL PAGE - SHEET 4 OF 6	
	
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Date	6/19/2024
Job No.	1025-0012
Sheet	4 of 6

FRONTIER ESTATES FILING NO. 2

A REPLAT OF LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO. 1,
LOCATED IN THE SOUTHEAST 1/4 SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
39.170 ACRES - 189 LOTS / 14 TRACTS - FILE NO. PP-22-009



KEY MAP
N.T.S.

LEGEND

- # = BLOCK NUMBER
- A.E. = ACCESS EASEMENT HEREBY GRANTED
- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED
- REC. NO. = RECEPTION NUMBER

MATCH TO SHEET 6

MATCH TO SHEET 4

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C6	90°00'00"	5.00'	7.85'
C7	90°00'00"	5.00'	7.85'
C8	90°00'00"	58.00'	91.11'
C14	90°00'00"	5.00'	7.85'

LINE TABLE		
LINE	BEARING	LENGTH
L2	N71°13'03"E	30.31'

OWNER: STEVEN ALLAN MOORE
KARI MACKLINE
AMANDA MOORE
REC. NO. 4837338

20' R.O.W. EASEMENT
GEN. WELD CO. WATER DIST.
REC. NO. 1632345
EXCEPTIONS #8 & #10

SOUTHEAST CORNER SECTION 18,
T.2N., R.67W., 6TH P.M.
RECOVERED 2" ALUMINUM CAP ILLEGIBLE
CONFORMS WITH MONUMENT
RECORD 3/31/2017

FIRESTONE INFORMATION BLOCK

NAME OF APPLICATION	FRONTIER ESTATES
TYPE OF SUBMITTAL	PRELIMINARY PLAT
FILING NUMBER	FILING NO. 2
PHASE NUMBER	N/A
PREPARATION DATE	6/19/2024
REVISION DATE	
REVISION DATE	
REVISION DATE	

DETAIL PAGE - SHEET 5 OF 6

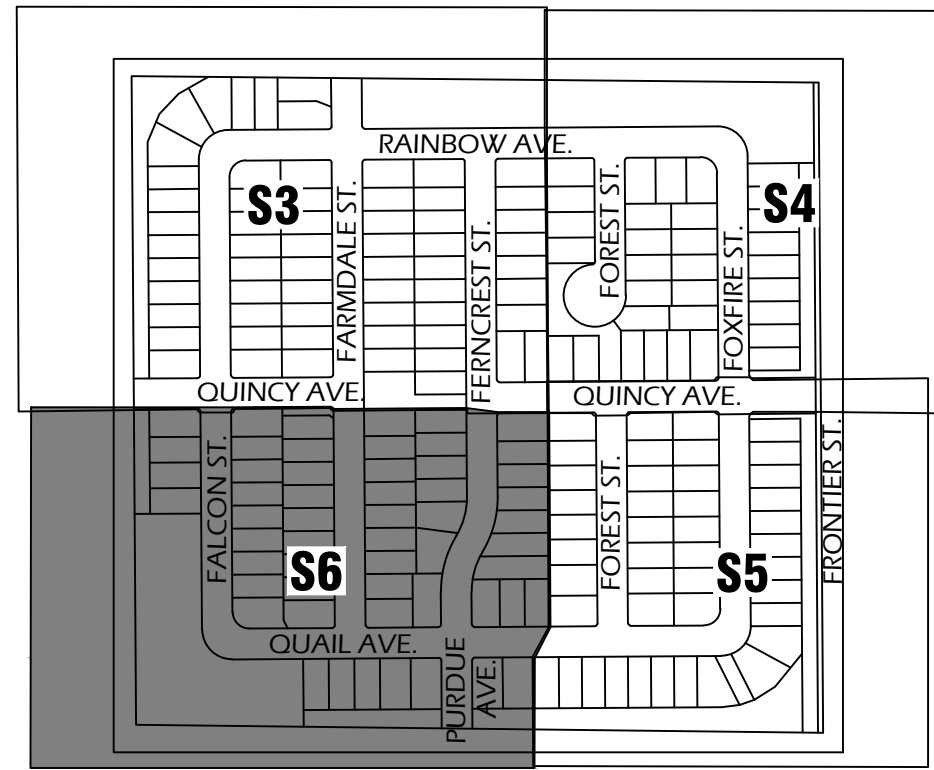
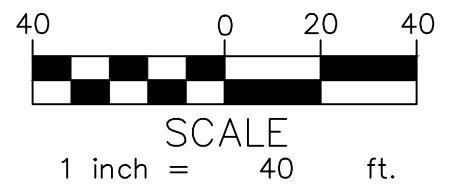
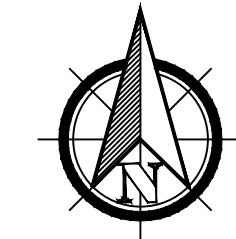
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Denver, CO 80237
303-390-8510
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FOR REVIEW ONLY

FRONTIER ESTATES FILING NO. 2

A REPLAT OF LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO. 1,
LOCATED IN THE SOUTHEAST 1/4 SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
39.170 ACRES - 189 LOTS / 14 TRACTS - FILE NO. PP-22-009



KEY MAP
N.T.S.

LEGEND

- (#) = BLOCK NUMBER
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D.E. = DRAINAGE EASEMENT HEREBY GRANTED
D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
U.E. = UTILITY EASEMENT HEREBY GRANTED
REC. NO. = RECEPTION NUMBER

RECORDED EXEMPTION NO.
1311-18-4-RE-2636
REC. NO. 2749816

LOT B

OWNER: JAMES ALAN OWEN
& CANDACE CAR OWEN
REC. NO. 2748754

SE 1/4 SEC. 18,
T.52N., R.67W., SIXTH P.M.

EXISTING OIL & GAS FACILITIES

TRACT I
80,373 SF
1.845 AC

150' OIL & GAS SETBACK
FROM EXISTING OIL & GAS
FACILITIES

OWNER: LOUIS D. & DENISE
LABRIER PILKINGTON
REC. NO. 4290365

OWNER: BRANDON L.
& MARISSA C. DAY
REC. NO. 4073018

OWNER: SCOTT &
KAYLEE HENLEY
REC. NO. 4836644

MATCH TO SHEET 3

MATCH TO SHEET 5

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C9	90°00'00"	5.00'	7.85'
C10	31°46'40"	175.00'	97.06'
C11	31°46'40"	175.00'	97.06'
C12	90°00'00"	5.00'	7.85'

LINE TABLE		
LINE	BEARING	LENGTH
L3	S25°57'07"E	17.61'

FOR REVIEW ONLY

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	FRONTIER ESTATES
TYPE OF SUBMITTAL	PRELIMINARY PLAT
FILING NUMBER	FILING NO. 2
PHASE NUMBER	N/A
PREPARATION DATE	6/19/2024
REVISION DATE	
REVISION DATE	
REVISION DATE	
DETAIL PAGE - SHEET 6 OF 6	
7800 E Union Avenue Suite 575 Denver, CO 80237 303-390-4510 www.lja.com	
Date	6/19/2024
Job No.	1025-0012
Sheet	6 of 6

LANDSCAPE CONSTRUCTION DOCUMENT

FRONTIER ESTATES FILING 2

TRACT A AND LOT 1, FRONTIER ESTATES FINAL PLAT SUBDIVISION FILING NO. 1, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

PROJECT TEAM

OWNER/DEVELOPER:

FRONTIER ESTATES, LLC
105 S. SUNSET ST. UNIT H
LONGMONT, CO 80501
PHONE: (720) 684-4981
CONTACT: MELISSA LEYBA

CIVIL ENGINEERING/PLANNING:

PERMONTES GROUP
105 S. SUNSET STREET, UNIT H
LONGMONT, CO 80501
PHONE: (720) 684-4981
CONTACT: MICKEY LEYBA

SURVEYOR:

EHRHART LAND SURVEYING LLC
P.O. BOX 930
ERIE, CO 80516
PHONE: (303) 551-5856
CONTACT: JOHN EHRHART

LANDSCAPE DESIGN:

NATURAL DESIGN SOLUTIONS
5539 COLT DRIVE
LONGMONT, CO 80503
PHONE: (303) 443-0388
CONTACT: NEIL MCCLANE

TOWN OF FIRESTONE:

PLANNING & DEVELOPMENT
9950 PARK AVENUE
FIRESTONE, CO. 80504
PHONE: (303)-833-3291



PROJECT VICINITY MAP
SCALE: 1"= 2000'

LANDSCAPE STATEMENT OF INTENT:
THE LANDSCAPING FOR FRONTIER ESTATES WILL PROVIDE AESTHETICALLY PLEASING OUTDOOR SPACES, CONSISTENT WITH THE REGIONAL CHARACTER. PLEASING VIEWS WILL BE ENHANCED, AND SCREENING AND BUFFERING WILL BE PROVIDED ,AS NEEDED, TO SCREEN UNDESIRABLE VIEWS AND PROVIDE WIND CONTROL. SHADE TREES WILL BE PROVIDED IN TREE LAWNS ALONG ROADWAYS TO CREATE AN ATTRACTIVE STREETSCAPE. ENHANCED LANDSCAPING, CONSISTING OF NATIVE, DROUGHT TOLERANT TREES AND SHRUBS WILL BE PROVIDED IN POCKET PARKS AND OPEN SPACES. PHASING OF IMPROVEMENTS WILL OCCUR CONCURRENTLY WITH THE FDP PROCESS.

1. LANDSCAPING IS CONCEPTUAL AND WILL BE FURTHER DEFINED AT THE TIME OF THE FDP.
2. OPEN SPACE OWNERSHIP WILL BE DETERMINED WITH THE RECORDING OF THE FINAL DEVELOPMENT PLANS FOR EACH FILING.
3. SPECIFIC LANDSCAPE PARK PLANS WILL BE PROVIDED AT THE TIME OF THE FDP FOR ALL PARKS.
4. ALL WELL SETBACK AREAS WILL BE SEEDED. DISTURBED AREAS FROM DRILLING OPERATIONS WILL BE RE-SEEDED.
5. FINAL TRAIL LOCATIONS WILL BE DETERMINED AT THE TIME OF THE FDP.
6. STREET TREES WILL BE PROVIDED BY THE DEVELOPER FOR FRONTIER ST. ALL OTHER STREET TREES ARE TO BE PROVIDED BY THE INDIVIDUAL LOT OWNERS AS EACH LOT IS BUILT.

LAND SUMMARY TABLE		
TYPE	AREA (AC.)	% OF TOTAL AREA
RESIDENTIAL LOTS	20.784	53.06
TRACTS	7.415	18.93
TRACT A	2.098	5.36
TRACT B	0.281	0.72
TRACT C	0.357	0.91
TRACT D	0.338	0.86
TRACT E	0.468	1.19
TRACT F	0.791	2.02
TRACT G	0.071	0.18
TRACT H	0.217	0.55
TRACT I	1.845	4.71
TRACT J	0.533	1.36
TRACT K	0.125	0.32
TRACT L	0.034	0.09
TRACT M	0.114	0.29
TRACT N	0.142	0.36
PUBLIC ROW	10.979	28.01
TOTAL	39.169	100

PARK LAND & OPEN SPACE DEDICATION TABLE					
PARK LAND DEDICATION*	CODE REQUIREMENT	REQUIRED AREA (ACRES)	PROVIDED AREA (ACRES)	TRACTS INCLUDED	REMAINING ACRES FOR CASH-IN-LIEU
POCKET PARKS	0.5 ACRES/1,000 RESIDENTS	0.316	0.331	C	0.0
NEIGHBORHOOD PARK	3 ACRES/1,000 RESIDENTS	1.894	1.845	I	0.049
COMMUNITY PARK	5 ACRES/1,000 RESIDENTS	3.156	0.000		3.156
OPEN SPACE DEDICATION	14 ACRES/1,000 RESIDENTS	8.838	1.683	F, H, J, N	7.155
TOTAL PARKS & OPEN SPACE		14.204	3.885		10.360
TOTAL NO. OF UNITS: 189 LOTS					
RESIDENTS PER UNIT: 3.34					

LANDSCAPE IRRIGATION TYPE	UNIT
IRRIGATED LAWN AREA	41620
NON-IRRIGATED NATIVE SEED	224511
TREES	385 EA
SHRUB BEDS	33292

LOT SUMMARY TABLE	
SINGLE FAMILY DETACHED LOTS	
LOT SIZE	
4,500	124 LOTS
4,501 - 6,600	65 LOTS

LEGAL DESCRIPTION:

LOT 1 AND TRACT A, FRONTIER ESTATES FILING NO.1, AS RECORDED FEBRUARY 15, 2018 AT RECEPTION NO. 4375614, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING 1,706,260 SQUARE FEET OR 39.169 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, BEARING S00°23'53"E (ASSUMED), A DISTANCE OF 2643.65 FEET.

BENCHMARK INFORMATION:

CP-99, 2" ALUMINUM CAP, ELEV = 4952.95 - SMARTNET GNSS CORRECTION NETWORK (NAVD88 - GEOID18)

ZONING INFORMATION:

R-A RESIDENTIAL - LOW DENSITY, SF DETACHED

FLOODPLAIN INFORMATION:

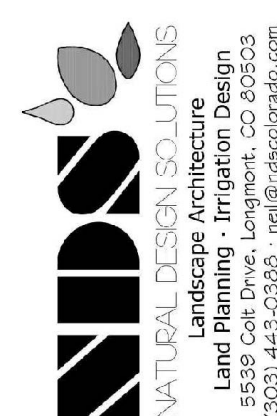
PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% FLOODPLAIN) PER FLOOD INSURANCE RATE MAP FOR WELD COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 08123C1895E, DATED JANUARY 20, 2016.

SHEET	DESCRIPTION
L1.0	LANDSCAPE COVER SHEET
L1.1	OVERALL LANDSCAPE
L1.2	LANDSCAPE ENLARGEMENT
L1.3	LANDSCAPE ENLARGEMENT
L1.4	LANDSCAPE ENLARGEMENT
L1.5	LANDSCAPE ENLARGEMENT
L2.0	LANDSCAPE DETAILS & NOTES

LANDSCAPE REQUIREMENTS				
LANDSCAPE AREA				
Total Site area per plattd documents 71,023	Total Landscape Area Required 14,376 sf (20%)			
STREET BUFFER LANDSCAPE				
Street Name or Zone Boundary (elev.) Frontier St - East	Street Classification Collector	Linear Footage 1,165	Tree/Lf Required 1 / 40 lf	No. of Trees Reg. / Prov. 28 / 28

REVISIONS:

Agency Comment	09.15.23
Agency Comment	11.20.23
Agency Comment	12.05.23
Agency Comment	03.04.24
Agency Comment	03.27.24



NATURAL DESIGN SOLUTIONS
Land Planning - Irrigation Design
8539 Colt Drive, Longmont, CO 80503
(303) 443-5260 | nrd@naturaldesigns.com

FRONTIER ESTATES
FIRESTONE, CO
LANDSCAPE COVER SHEET

PROJ. NO.:

DATE:

SCALE:

DRAWN:

CHKD BY:

SHEET

03.13.23

See Sheet

JRO

NAM

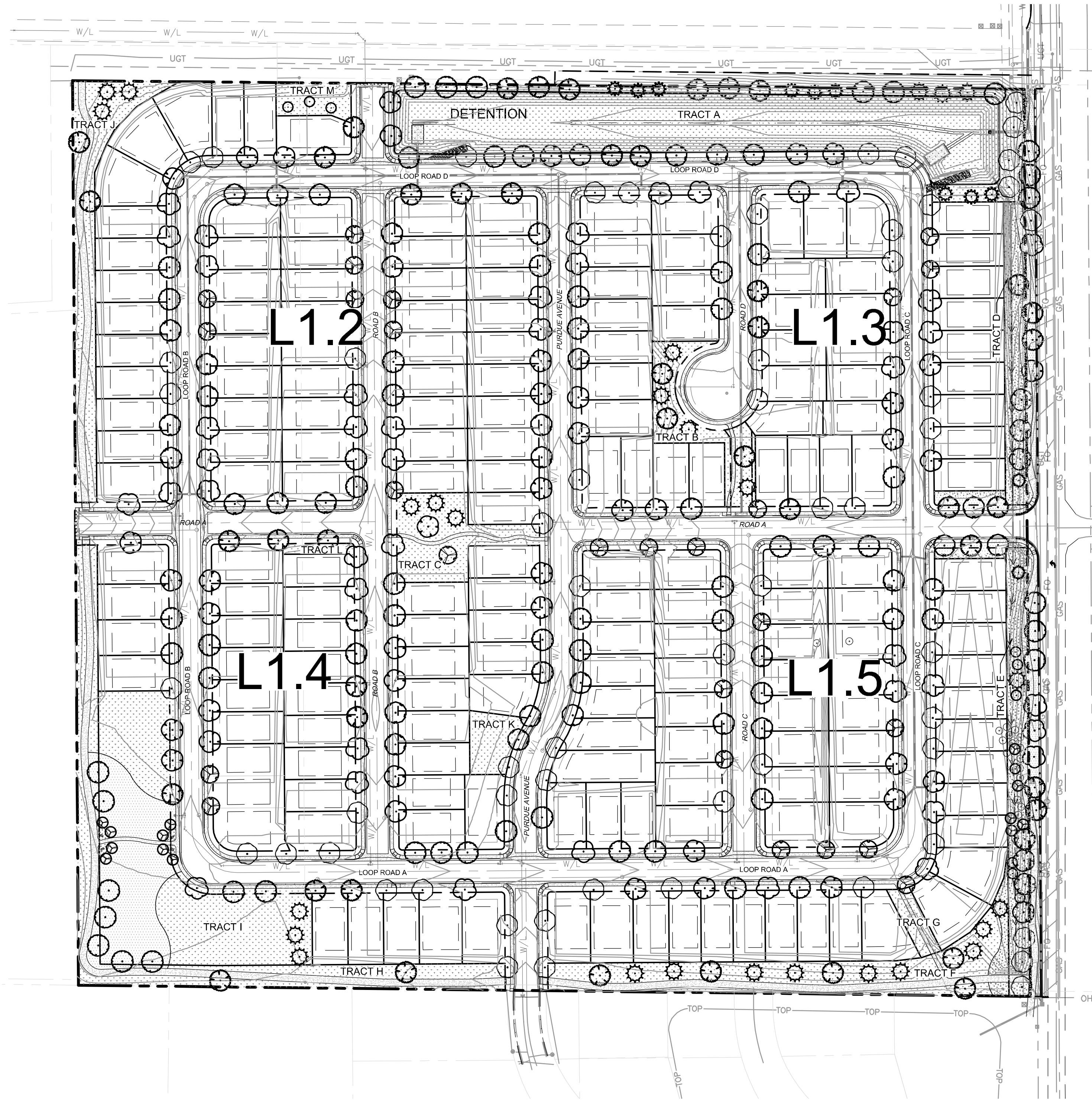
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1 of 7

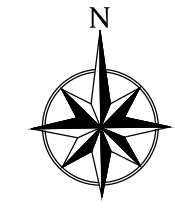
LANDSCAPE CONSTRUCTION DOCUMENT

FRONTIER ESTATES FILING 2

TRACT A AND LOT 1, FRONTIER ESTATES FINAL PLAT SUBDIVISION FILING NO. 1, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.



OVERALL LANDSCAPE PLAN
SCALE: 1" = 100'



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
TREES					
	AG	42	ACER GRANDIDENTATUM / BIGTOOTH MAPLE	B & B	2" CAL
	AH	13	ACER TATARICUM 'HOT WINGS' / HOT WINGS TATARIAN MAPLE	B & B	1.5" CAL
	CS	67	CATALPA SPECIOSA / NORTHERN CATALPA	B & B	2" CAL
	CO	45	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B & B	2" CAL
	GTS	36	GLEDTISIA TRIACANTHOS INERMIS 'SHADEMASTER' TM / SHADEMASTER LOCUST	B & B	2.5" CAL
	PNI	26	PINUS PONDEROSA / PONDEROSA PINE	6' B&B	
	PA	2	PINUS ARISTATA / BRISTLECONE PINE	6' B&B	
	PE	10	PINUS EDULIS / PINON PINE	6' B&B	
	PFV	9	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' / VANDERWOLF'S PYRAMID PINE	B & B	6' HT
	PCA	26	PYRUS CALLERYANA 'AUTUMN BLAZE' / AUTUMN BLAZE PEAR	B & B	1.5" CAL
	QM	49	QUERCUS MUEHLENBERGII / CHINKAPIN OAK	B & B	2" CAL
	EX-REM	18	REMOVE AS INDICATED / EXISTING TREE TO BE REMOVED RECOMMENDATION	EX	
	UWI	59	ULMUS AMERICANA 'PRINCETON' / PRINCETON ELM	B & B	1.5" CAL
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
SHRUBS					
	AC	39	ARCTOSTAPHYLOS X COLORADOENSIS 'CHEIFTAIN' / MANZANITA	5 GAL	
	BB2	11	BUDDLEJA DAVIDII 'BLACK KNIGHT' / BLACK KNIGHT BUTTERFLY BUSH	5 GAL	
	CMF	49	CHAMAEBATIARIA MILLEFOLIUM 'FERNBUSH' / FERNBUSH	5 GAL	
	FM	39	FORESTIERA NEOMEXICANA / NEW MEXICAN PRIVET MULTISTEM	4' HT	
	PAP	10	PEROVSKIA ATRIPLICIFOLIA / RUSSIAN SAGE	1 GAL	
	PAL	41	PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE' / DWARF RUSSIAN SAGE	5 GAL	
	POD	73	PHYSOCARPUS OPULIFOLIUS 'DIABLO' / DIABLO NINEBARK	5 GAL	
	PF	7	POTENTILLA FRUTICOSA 'ABBOTTWOOD' / POTENTILLA	5 GAL	
	PBP	6	PRUNUS BESSEYI 'PAWNEE BUTTES' / SAND CHERRY	5 GAL	
	RG	59	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	5 GAL	
GRASSES					
	BB	57	BOUTELOUA GRACILIS 'BLONDE AMBITION' / BLUE GRAMA	1 GAL	
	SW	65	SPOROBOLUS WRIGHTII / BIG SACATON	1 GAL	
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
MULCHES					
	RM	33,036 SF	ROCK MULCH / RIVER ROCK 1"-2" PER OWNER APPROVAL. PLACE TO A UNIFORM DEPTH OF 3" OVER PERMEABLE WEED BARRIER FABRIC.	MULCH	
SOD/SEED					
	LAWN	41,173 SF	IRRIGATED LAWN AREA / FESCUE BLEND	SEED	
	LGS	232,165 SF	LOW GROW NATIVE SEED MIX / PAWNEE BUTTES SEED CO 5 LBS / 1000 SF	SEED	

Low Grow Native Mix (PBSI)

Arizona Fescue
Sandberg Bluegrass
Rocky Mountain Fescue

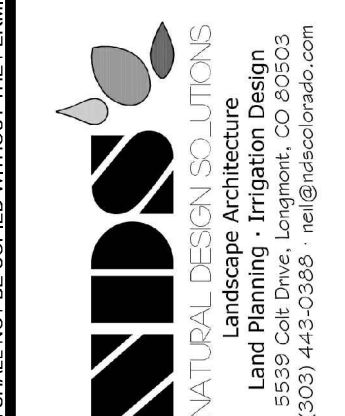
Seeding Rate: 5 pound (PLS) per 1,000 square feet

SEED MAINTENANCE: MOW NATIVE LOW GROW MIX ABOUT 1/2 THE AMOUNT AS SODDED TURFGRASS OR AS NEEDED, HAND PULL WEED OR SPOT WEED USING A BROADLEAF APPLICATION DURING FIRST 3 GROWING SEASONS.

FRONTIER ESTATES
FIRESTONE, CO

LANDSCAPE PLAN

REVISIONS:	
Agency Comment: 09.15.23	
Agency Comment: 11.20.23	
Agency Comment: 12.05.23	
Agency Comment: 03.04.24	
Agency Comment: 03.27.24	

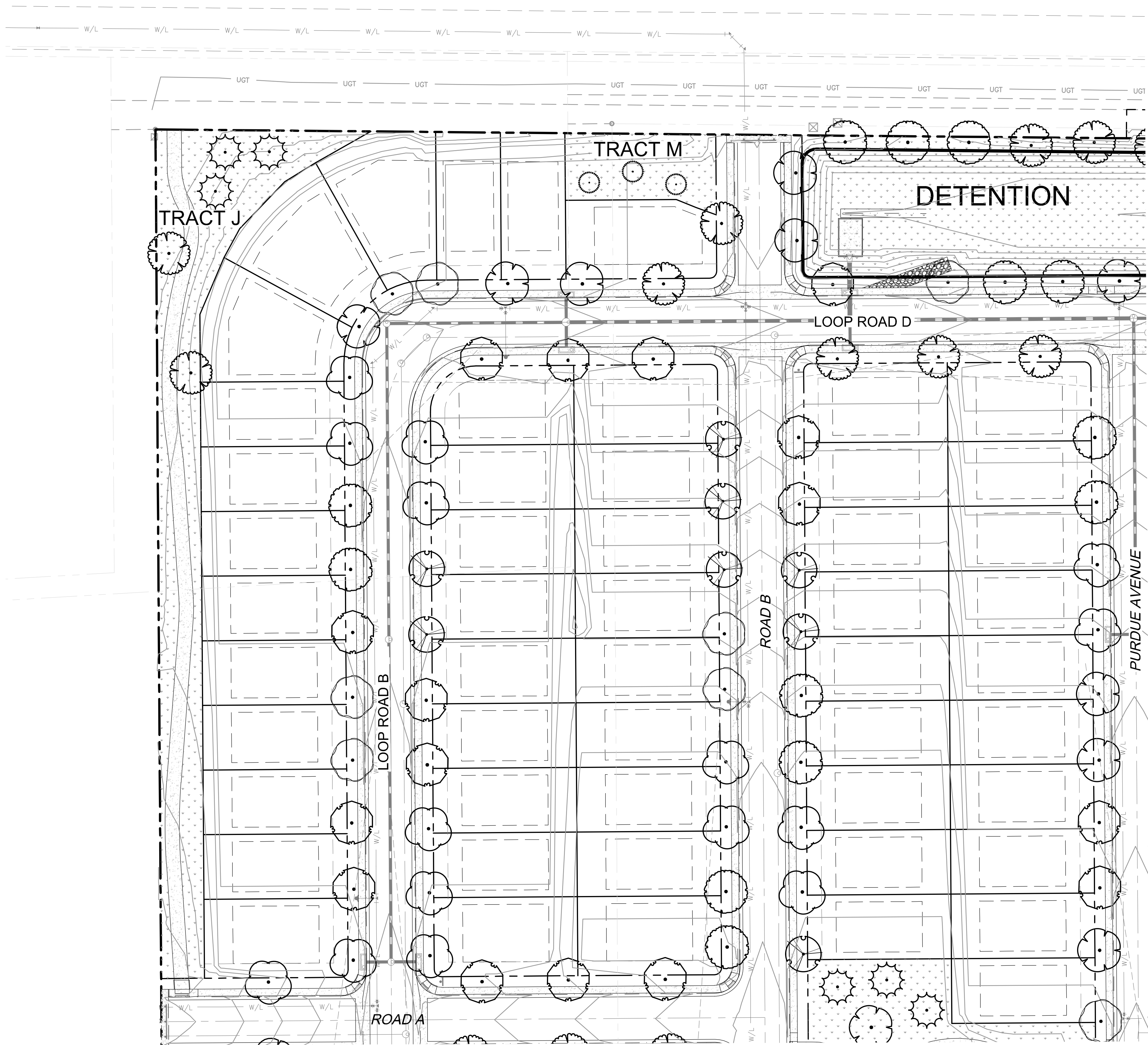


PROJ. NO.:	03.13.23
DATE:	See Sheet
SCALE:	JRO
DRAWN BY:	NAM
CHKD BY:	L1.1
SHEET	2 of 7

LANDSCAPE CONSTRUCTION DOCUMENT

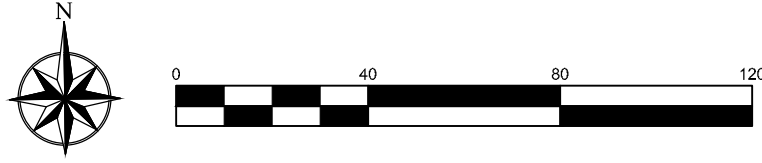
FRONTIER ESTATES FILING 2

TRACT A AND LOT 1, FRONTIER ESTATES FINAL PLAT SUBDIVISION FILING NO. 1, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.



LANDSCAPE PLAN ENLARGEMENT

SCALE: 1" = 40'



PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME
TREES	
	ACER GRANDIDENTATUM / BIGTOOTH MAPLE
	ACER TATARICUM 'HOT WINGS' / HOT WINGS TATARIAN MAPLE
	CATALPA SPECIOSA / NORTHERN CATALPA
	CELTIS OCCIDENTALIS / COMMON HACKBERRY
	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' TM / SHADEMASTER LOCUST
	PINUS PONDEROSA / PONDEROSA PINE
	PINUS ARISTATA / BRISTLEcone PINE
	PINUS EDULIS / PINON PINE
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' / VANDERWOLF'S PYRAMID PINE
	PYRUS CALLERYANA 'AUTUMN BLAZE' / AUTUMN BLAZE PEAR
	QUERCUS MUEHLENBERGII / CHINKAPIN OAK
	REMOVE AS INDICATED / EXISTING TREE TO BE REMOVED
	ULMUS AMERICANA 'PRINCETON' / PRINCETON ELM
SHRUBS	
	ARCTOSTAPHYLOS X COLORADOENSIS 'CHEIFTAIN' / MANZANITA
	BUDDLEJA DAVIDII 'BLACK KNIGHT' / BLACK KNIGHT BUTTERFLY BUSH
	CHAMAEBATIARIA MILLEFOLIUM 'FERNBUSH' / FERNBUSH
	FORESTIERA NEOMEXICANA / NEW MEXICAN PRIVET
	PEROVSKIA ATRIPLICIFOLIA / RUSSIAN SAGE
	PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE' / DWARF RUSSIAN SAGE
	PHYSOCARPUS OPULIFOLIUS 'DIABLO' / DIABLO NINEBARK
	POTENTILLA FRUTICOSA 'ABBOTTSWOOD' / POTENTILLA
	PRUNUS BESSEYI 'PAWNEE BUTTES' / SAND CHERRY
	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC
GRASSES	
	BOUTELOUA GRACILIS 'BLONDE AMBITION' / BLUE GRAMA
	SPOROBOLUS WRIGHTII / BIG SACATON
MULCHES	
	ROCK MULCH / RIVER ROCK 1"-2"
SOD/SEED	
	IRRIGATED LAWN AREA / FESCUE BLEND
	LOW GROW NATIVE SEED MIX / PAWNEE BUTTES SEED CO

FRONTIER ESTATES
FIRESTONE, CO

LANDSCAPE PLAN

PROJ. NO.:
DATE: 03.13.23
SCALE: See Sheet
DRAWN: JRO
CHKD BY: NAM

SHEET L12
3 of 7

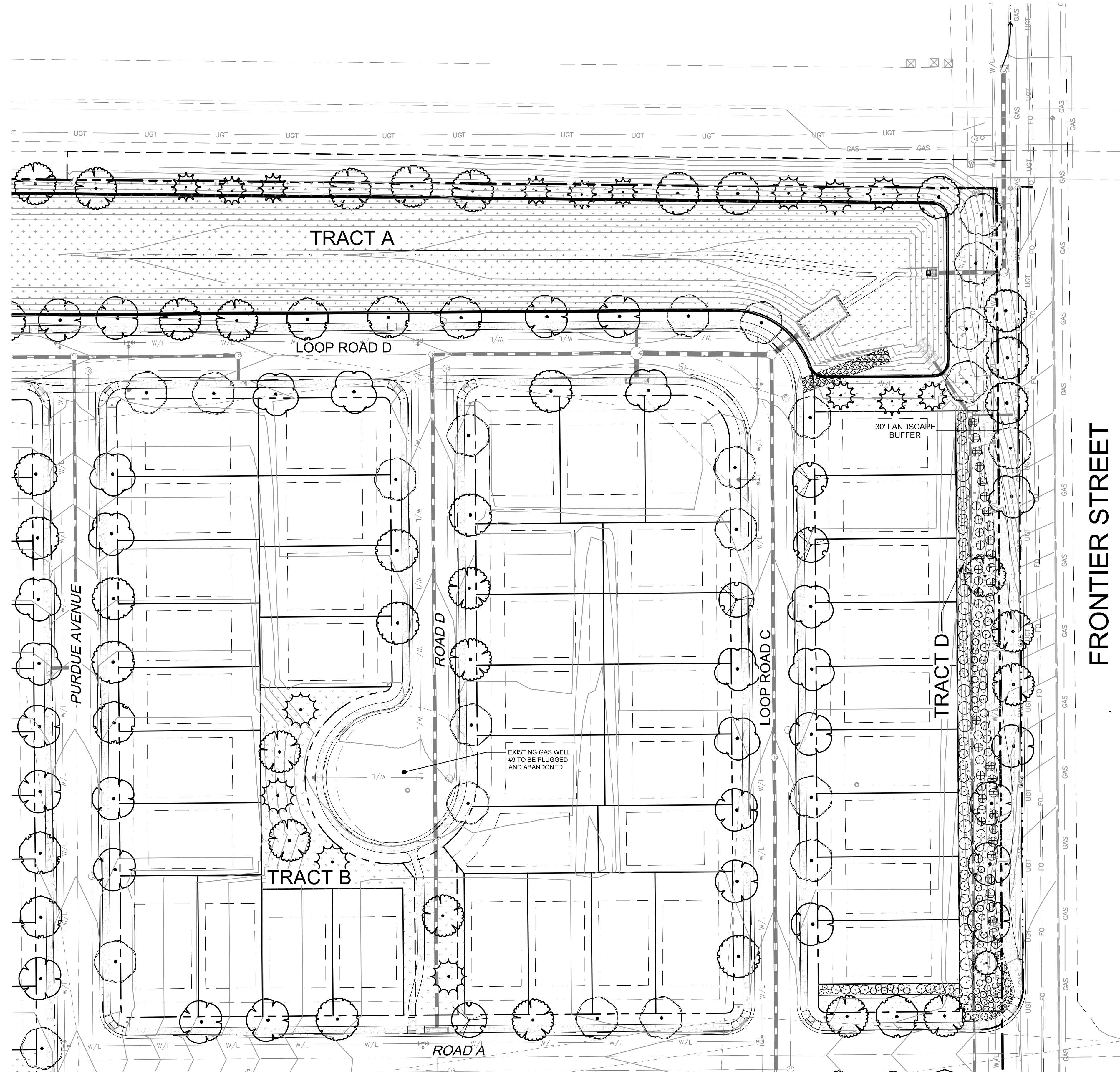
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NDS
NATURAL DESIGN SOLUTIONS
Land Planning - Irrigation Design
8559 Cole Drive, Longmont, CO 80503
(303) 443-0360 nrd@naturaldesigns.com

LANDSCAPE CONSTRUCTION DOCUMENT

FRONTIER ESTATES FILING 2

TRACT A AND LOT 1, FRONTIER ESTATES FINAL PLAT SUBDIVISION FILING NO. 1, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.



LANDSCAPE PLAN ENLARGEMENT
SCALE: 1" = 40'

PLANT SCHEDULE

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TREES	
	ACER GRANDIDENTATUM / BIGTOOTH MAPLE
	ACER TATARICUM 'HOT WINGS' / HOT WINGS TATARIAN MAPLE
	CATALPA SPECIOSA / NORTHERN CATALPA
	CELTIS OCCIDENTALIS / COMMON HACKBERRY
	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' TM / SHADEMASTER LOCUST
	PINUS PONDEROSA / PONDEROSA PINE
	PINUS ARISTATA / BRISTLEcone PINE
	PINUS EDULIS / PINON PINE
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' / VANDERWOLF'S PYRAMID PINE
	PYRUS CALLERYANA 'AUTUMN BLAZE' / AUTUMN BLAZE PEAR
	QUERCUS MUEHLENBERGII / CHINKAPIN OAK
	REMOVE AS INDICATED / EXISTING TREE TO BE REMOVED
	ULMUS AMERICANA 'PRINCETON' / PRINCETON ELM
SHRUBS	
	ARCTOSTAPHYLOS X COLORADOENSIS 'CHEIFTAIN' / MANZANITA
	BUDDLEJA DAVIDII 'BLACK KNIGHT' / BLACK KNIGHT BUTTERFLY BUSH
	CHAMAEBATIARIA MILLEFOLIUM 'FERNBUSH' / FERNBUSH
	FORESTIERA NEOMEXICANA / NEW MEXICAN PRIVET
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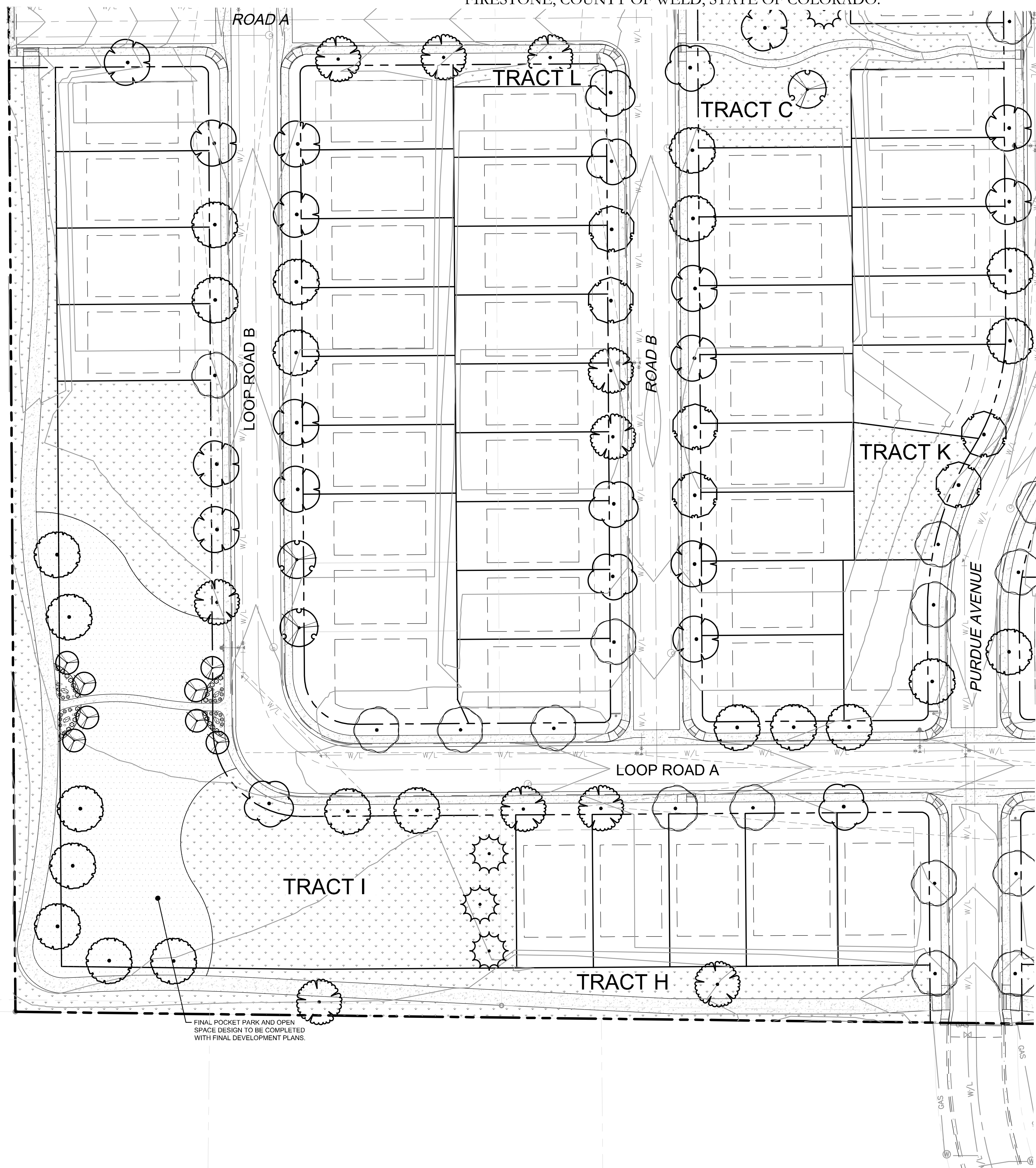
FRONTIER ESTATES
FIRESTONE, CO

LANDSCAPE PLAN

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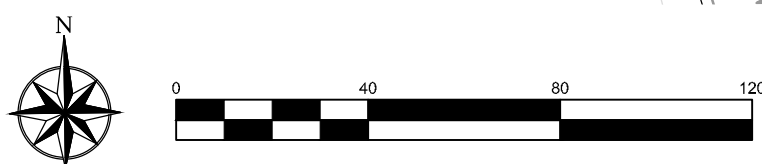
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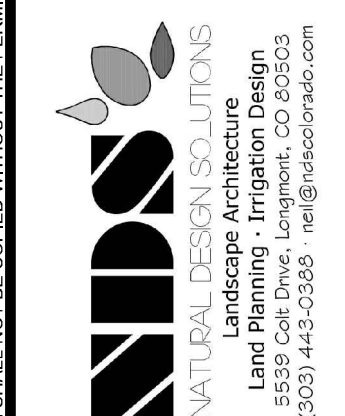
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FIRESTONE, CO

LANDSCAPE PLAN

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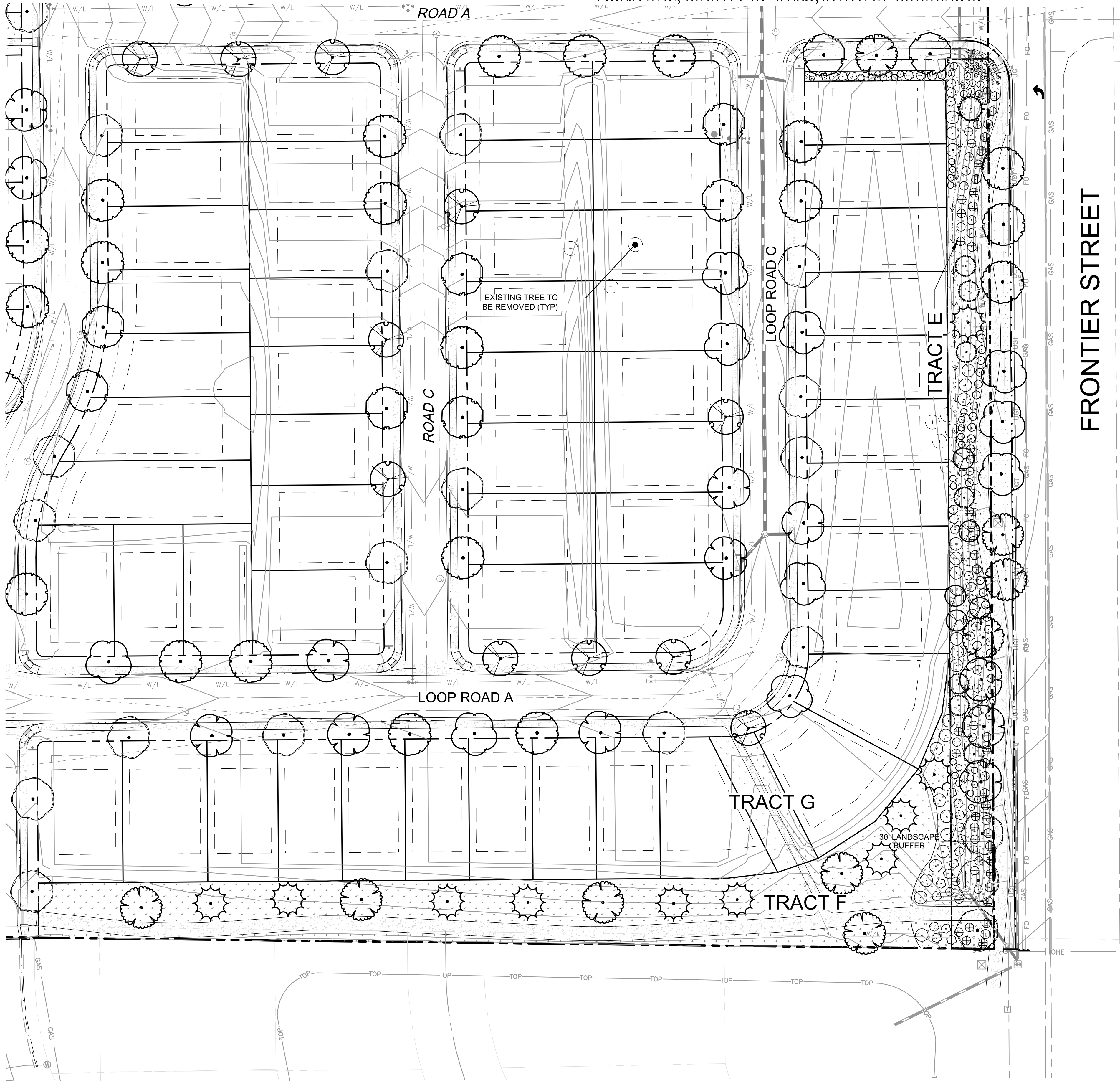


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	5 of 7

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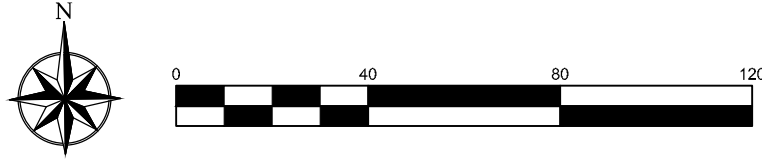
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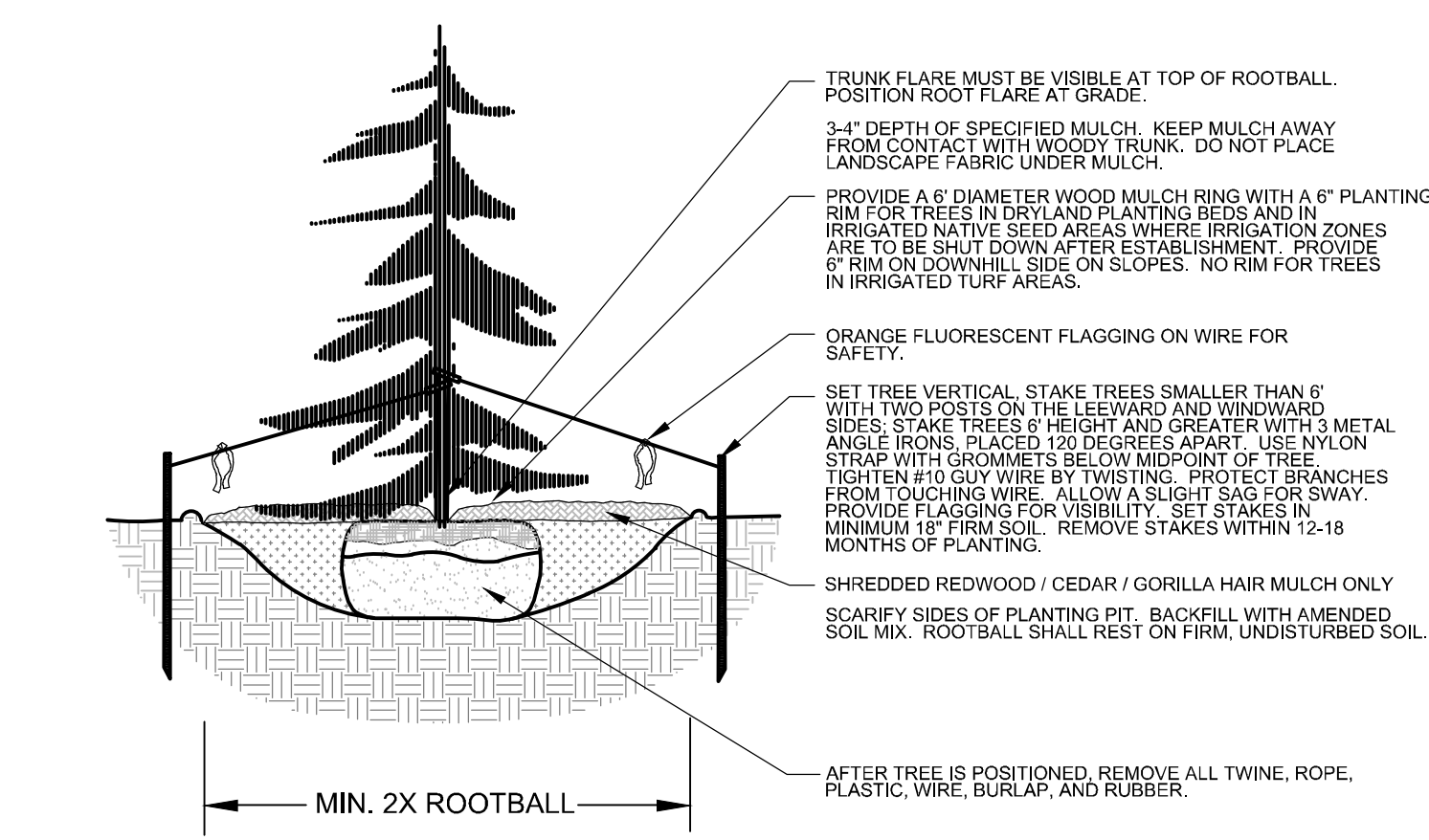
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GENERAL NOTES

- (Note: All references to "Contractor" are specific to "Landscape Contractor" unless notified as "General or other type of Contractor")
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF MATERIALS NEEDED TO COMPLETE THIS PLAN IN THE FIELD. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE DRAWINGS AND CONDITIONS IN THE FIELD. SUBSTITUTIONS OF PLANT MATERIAL ARE NOT ALLOWED WITHOUT APPROVAL FROM LANDSCAPE ARCHITECT GIVEN PRIOR TO INSTALLATION. GRAPHIC QTY'S PREVAIL OVER WRITTEN QTY'S. PRIOR TO COMMENCEMENT OF WORK THE LANDSCAPE CONTRACTOR SHALL CONTACT OWNERS REPRESENTATIVE FOR SPECIFIC INSTRUCTIONS RELEVANT TO THE SEQUENCING AND SCOPE OF WORK.
 - CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL LANDSCAPE SHOWN ON THIS PLAN. ANY DEFICIENCIES OR DEVIATIONS FROM THIS PLAN ARE TO BE APPROVED BY OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT. ANY CHANGES FROM THE APPROVED PLANS MAY REQUIRE APPROVAL FROM THE CITY OR COUNTY PLANNING DEPARTMENTS. LANDSCAPE CONTRACTOR TO PROVIDE ALL LABOR AND MATERIALS NECESSARY TO FURNISH SCOPE OF WORK AS SHOWN PER PLAN.
 - EXISTING TOPSOIL IS TO BE STOCKPILED AND USED TO ESTABLISH FINAL GRADES WITHIN LANDSCAPE AREAS. ALL STOCKPILED SOIL MUST BE CLEAR OF WEEDS, ROCKS AND DEBRIS BEFORE REUSE. ALL BERMED PLANTING BEDS TO BE CREATED WITH IMPORTED TOPSOIL.
 - GENERAL CONTRACTOR TO RE-SPREAD STOCKPILED SOIL AND ESTABLISH ROUGH GRADE CONDITIONS TO THE FOLLOWING SPECIFICATIONS:
A. 1" BELOW CURB FOR ALL SEEDED AREAS.
B. 2.5" BELOW CURB FOR ALL SODDED AREAS.
C. 4" BELOW CURB FOR ALL PLANTING, ROCK AND MULCH BEDS.
 - CONTRACTOR TO TILL PARKING LOT ISLANDS TO A DEPTH OF 30".
 - AMEND ALL PLANTING BEDS WITH CLASS 1 COMPOST. APPLY AT RATE OF 3 CYDS. PER 1000 SQUARE FEET TO ALL PLANTING BEDS AND MANICURED LAWN AREAS, AND 2 CYDS. PER 1000 SQUARE FEET FOR SEEDED AREAS. TILL, MIXING THOROUGHLY, INTO THE UPPER 8" OF SOIL.
 - FINE GRADE TO BE ESTABLISHED BY LANDSCAPE CONTRACTOR. FINE GRADE SHALL BE FREE OF ROCKS AND DEBRIS ½" AND GREATER. FINE GRADE IN SODDED AREAS SHALL BE FREE FROM ROCKS AND DEBRIS ½"AND GREATER. CONTRACTOR TO REPORT ANY POOR DRAINAGE CONDITIONS PRIOR TO CONSTRUCTION.
 - CONTRACTOR IS TO PROVIDE VERIFICATION THAT ALL SOD AND SEED IS OF THE SPECIES SHOWN ON THIS PLAN. NO SUBSTITUTIONS WILL BE ALLOWED. SOD TO BE LAID WITH TIGHT STAGGERED EDGES AND BE ROLLED AFTER INSTALLATION. SEEDED AREAS CANNOT BE SUBSTITUTED WITH SOD.
 - MULCHS: ALL PLANTING BEDS THAT CALL FOR WOOD MULCH TO RECEIVE 4" ORGANIC SHREDDED BARK MULCH. SHREDDED MULCH IS TO BE OF FIBROUS MATERIAL, NOT CHIPS OR CHUNKS. NO FABRIC IS TO BE PLACED UNDER WOOD OR ROCK MULCH. ALL MULCHED BEDS ARE TO BE SPRAYED WITH WATER AFTER INSTALLATION TO HELP MULCH TO MAT DOWN.
- ALL AREAS THAT CALL FOR COBBLE/ROCK MULCH TO RECEIVE MIN. 3" DEPTH, UNLESS NOTED OTHERWISE. USE QUICK RELEASE ORGANIC PRE-EMERGENT HERBICIDE FOR ALL MULCHED AND PERENNIAL PLANTING BEDS (AND FOR COBBLE/AGGREGATE AREAS WITH SLOPES EXCEEDING 3:1 GRADE.

TREES IN COBBLE/ROCK MULCH, SOD AND SEEDED AREAS TO RECEIVE 4" DIAMETER OF WOOD MULCH RING, 3" DEEP. SHRUBS AND GROUNDCOVERS IN COBBLE/ROCK MULCH SOD AND SEEDED AREAS TO RECEIVE A WOOD MULCH RING AT 2X DIAMETER OF ROOT BALL, 3" DEPTH. NO FABRIC UNDERLAYMENT IN WOOD MULCH RINGS.

- NOTES:
- DO NOT REMOVE OR CUT LEADER.
 - PRUNE ONLY DEAD OR BROKEN BRANCHES IMMEDIATELY PRIOR TO PLANTING.
 - DO NOT REMOVE ANY DOUBLE LEADER, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.
 - KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
 - AMENDED BACKFILL SHALL BE AS STATED ON THIS SHEET.
 - MARK THE NORTH SIDE OF TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHENEVER POSSIBLE.
 - PINE AND SPRUCE TREES TO BE SPRAYED FOR IPS BARK BEETLE PRIOR TO PLANTING. COORDINATE WITH CITY FORESTRY.
 - FOR CURRENT INSECT AND DISEASE RECOMMENDATIONS PRIOR TO PLANTING.
 - ALL TREES TO BE DEEP WATERED AT TIME OF PLANTING.



EVERGREEN TREE PLANTING DETAIL
L2.0 NOT TO SCALE SECTION

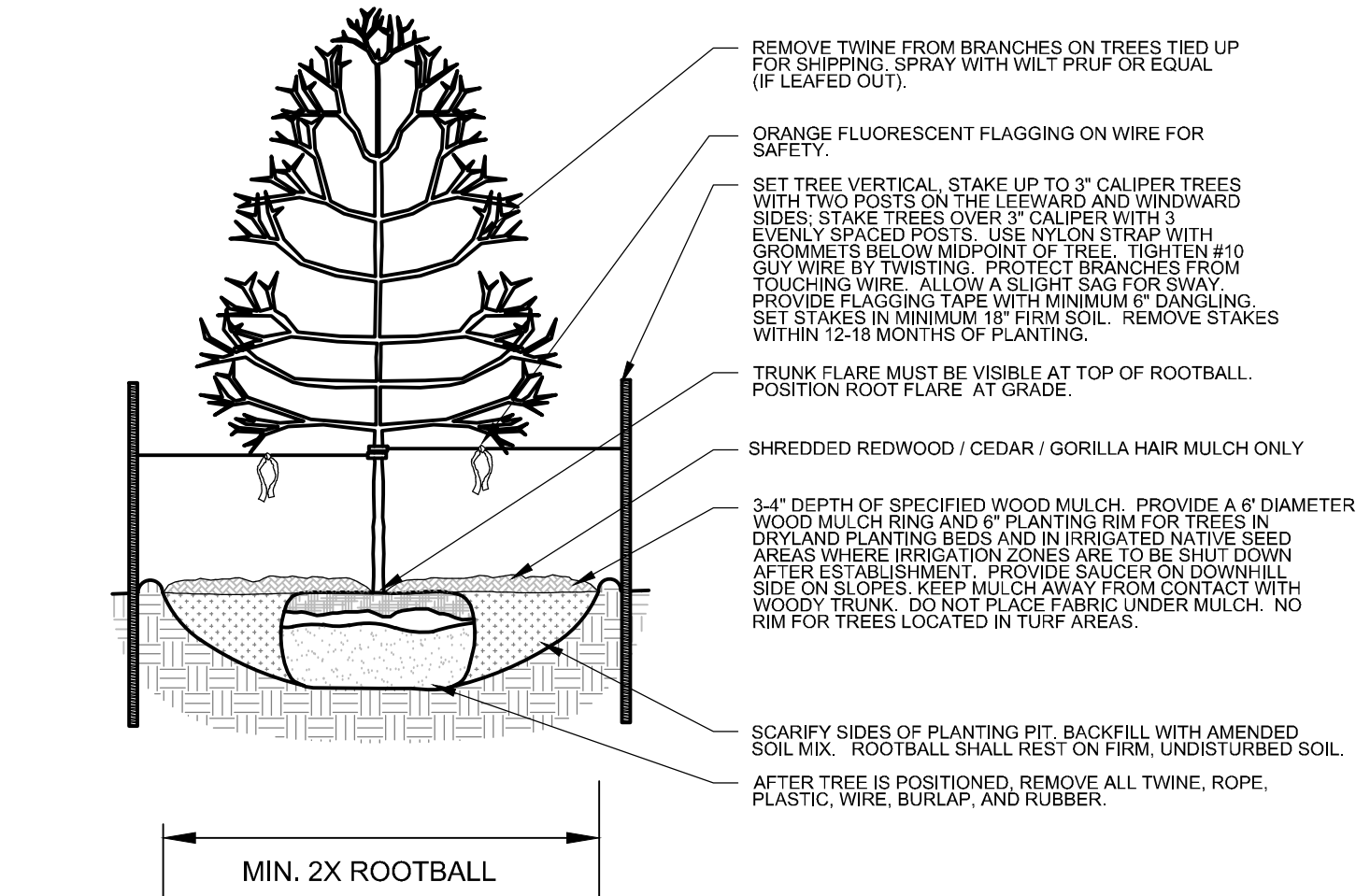
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- SEED MIX INSTALLATION: CONTRACTOR TO DRILL SEED WITH BRILLION TYPE APPLICATOR AND APPLY 'SOIL GUARD' BONDED FIBER MATRIX (BFM), WHERE INDICATED PER PLAN AND SCHEDULES. APPLY SEED IN TWO DIRECTIONS (PERPENDICULAR OF THE OTHER). ADD SOIL GUARD BFM FOR DRILL SEEDING WHERE NOTED PER PLAN AND ON ALL SLOPES 5:1 TO 3:1. FOR AREAS WITH 3:1 SLOPES OR GREATER CONTRACTOR TO USE SOIL GUARD APPLICATION ONLY (IN LIEU OF HYDROMULCH) CONTRACTOR TO SPOT SEED NON-GERMINATING AREAS (3) MONTHS AFTER INITIAL SEED APPLICATION. CONTRACTOR TO RE-SEED ALL BARE AREAS (6"x6") AND GREATER AFTER (6) MONTHS FROM SEED GERMINATION OR AT THE BEGINNING OF THE FOLLOWING GROWING SEASON. PRIOR TO THE 11-MONTH WARRANTY INSPECTION RE-APPLY SOIL GUARD AND SEED MIX TO ALL BARE AREAS (6"x6" OR GREATER) AND TO ALL BARE AREAS (4"x4" OR GREATER) ON ALL SLOPES 3:1 AND GREATER.
 - REMOVED DEAD TWIGS AND BRANCHES FROM ALL NEW AND EXISTING PLANT MATERIAL IN A MANNER THAT DOES NOT CHANGE THE NATURAL HABIT OF THE PLANT MATERIAL. SCARES OF 1" OR MORE SHALL BE PAINTED WITH ORGANIC TREE PAINT. CENTRAL LEADERS SHALL NOT BE REMOVED AT ANY TIME. NEWLY PLANTED TREES WITHOUT CENTRAL LEADERS WILL BE REJECTED.
 - CONTRACTOR TO APPLY FERTILIZER IN SPRING & LATE SEPTEMBER. WATER THOROUGHLY AFTER APPLICATION OF FERTILIZERS.
 - ALL SEEDED AND SODDED AREAS TO HAVE RECOMMEND FERTILIZER APPLICATIONS ADDED ONCE IN MID TO LATE JUNE AND ONCE IN LATE SEPTEMBER. WATER THOROUGHLY AFTER APPLICATION OF FERTILIZERS.
 - ALL PLANT MATERIALS AND UTILITIES ARE SHOWN AT AN APPROXIMATE LOCATIONS. THE CONTRACTOR MAY NEED TO ADJUST LOCATIONS OF PLANT MATERIAL TO ADHERE TO SPECIFIC ON-SITE CONDITIONS AND CODE REQUIREMENTS. ALL TREES AND SHRUBS TO BE PLACES AT 2' MINIMUM BACK OF CURB. CONTRACTOR TO CALL FOR UTILITY LOCATES BEFORE PLANTING (TYP.) 1-800-922-1987, OR CALL 811 BEFORE YOU DIG!
 - STEEL EDGING TO BE USED TO SEPARATE ALL TURF AND/OR SEEDED AREAS FROM PLANTING BEDS. USE PERFORATED EDGING SEGMENTS TO OBTAIN POSITIVE DRAINAGE FOR ALL DRAINAGE SWALES OR AREAS OF STANDING WATER.
 - CONTRACTOR TO PROVIDE COBBLE & UNDERLAYMENT FOR BUILDING DRAINS AND SWALES THROUGH LANDSCAPED AREAS.
 - ALL REQUIRED LANDSCAPING TO BE INSTALLED PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
 - ALL NURSERY STOCK TO CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI z60.1) AND THE COLORADO NURSERY ACT.
 - CONTRACTOR IS RESPONSIBLE FOR CONTACTING LANDSCAPE ARCHITECT FOR ALL REQUIRED INSPECTIONS. PROVIDE AT LEAST 48 HOURS NOTICE TO SCHEDULE AN INSPECTION. REQUIRED INSPECTIONS INCLUDE A LANDSCAPE LAYOUT AND PLANT MATERIAL VERIFICATION AND PLACEMENT INSPECTION, IRRIGATION MAIN LINE INSPECTION, LANDSCAPE AND IRRIGATION PUNCH LIST INSPECTION, AND A LANDSCAPE AND IRRIGATION FINAL INSPECTION.
 - CONTRACTOR IS TO PROVIDE A ONE YEAR WARRANTY ON ALL PLANT MATERIAL, TURF, IRRIGATION COMPONENTS, AND WORKMANSHIP. REPLACEMENT PLANT MATERIALS SHALL BE OF THE SAME SPECIES AND SIZE AS THE DECAYED OR DEAD PLANT MATERIAL. WARRANTY IS VOID IF PLANT MATERIAL ARE UNDER OR OVER-WATERED/FERTILIZED, DAMAGED BY VANDALISM OR NEGLECTED BY OWNER AFTER FINAL MAINTENANCE PERIOD AND FINAL ACCEPTANCE IS PROVIDED.
- REMOVE ALL TREE STAKING MATERIALS AT END OF WARRANTY, PRIOR TO FINAL ACCEPTANCE

- NOTES:
- MARK THE NORTH SIDE OF TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHENEVER POSSIBLE.
 - AT TIME OF PLANTING, DO NOT REMOVE OR CUT LEADER AND PRUNE ONLY DEAD OR BROKEN BRANCHES, CROSS OVER BRANCHES, AND WEAK OR NARROW CROTCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
 - STRUCTURAL PRUNING SHOULD NOT BEGIN UNTIL AFTER ESTABLISHMENT PERIOD, USUALLY TWO GROWING SEASONS.
 - KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
 - DO NOT FERTILIZE FOR AT LEAST ONE GROWING SEASON.
 - AMENDED BACKFILL SHALL BE AS STATED ON THIS SHEET.
 - WRAP TRUNK ON EXPOSED SITES AND SPECIES WITH THIN BARK. USE ELECTRICAL OR DUCT TAPE, NOT TWINE.
 - COORDINATE WITH CITY FORESTRY FOR CURRENT INSECT AND DISEASE RECOMMENDATIONS PRIOR TO PLANTING.
 - DEEP WATER ALL PLANTS AT TIME OF PLANTING.



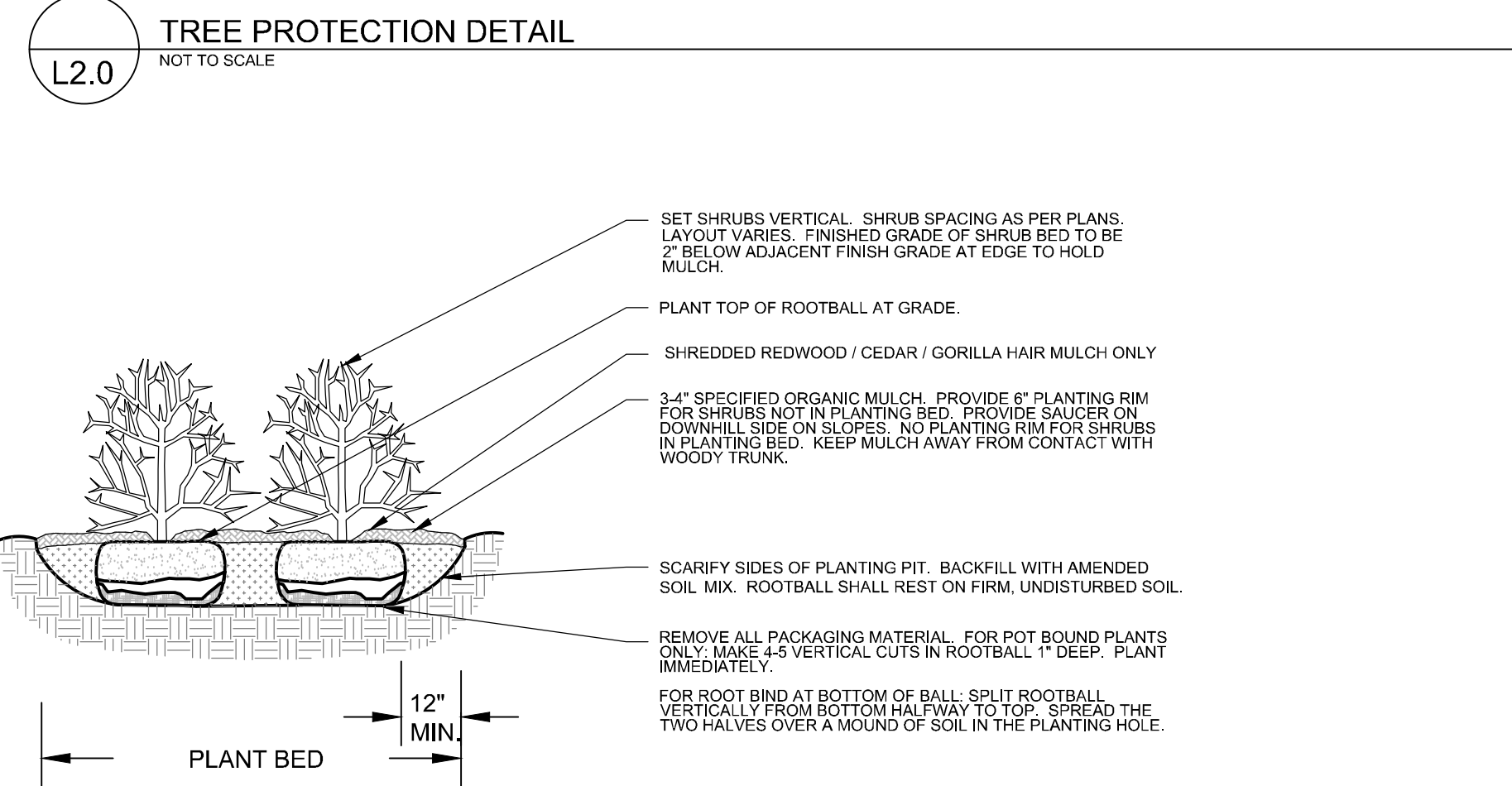
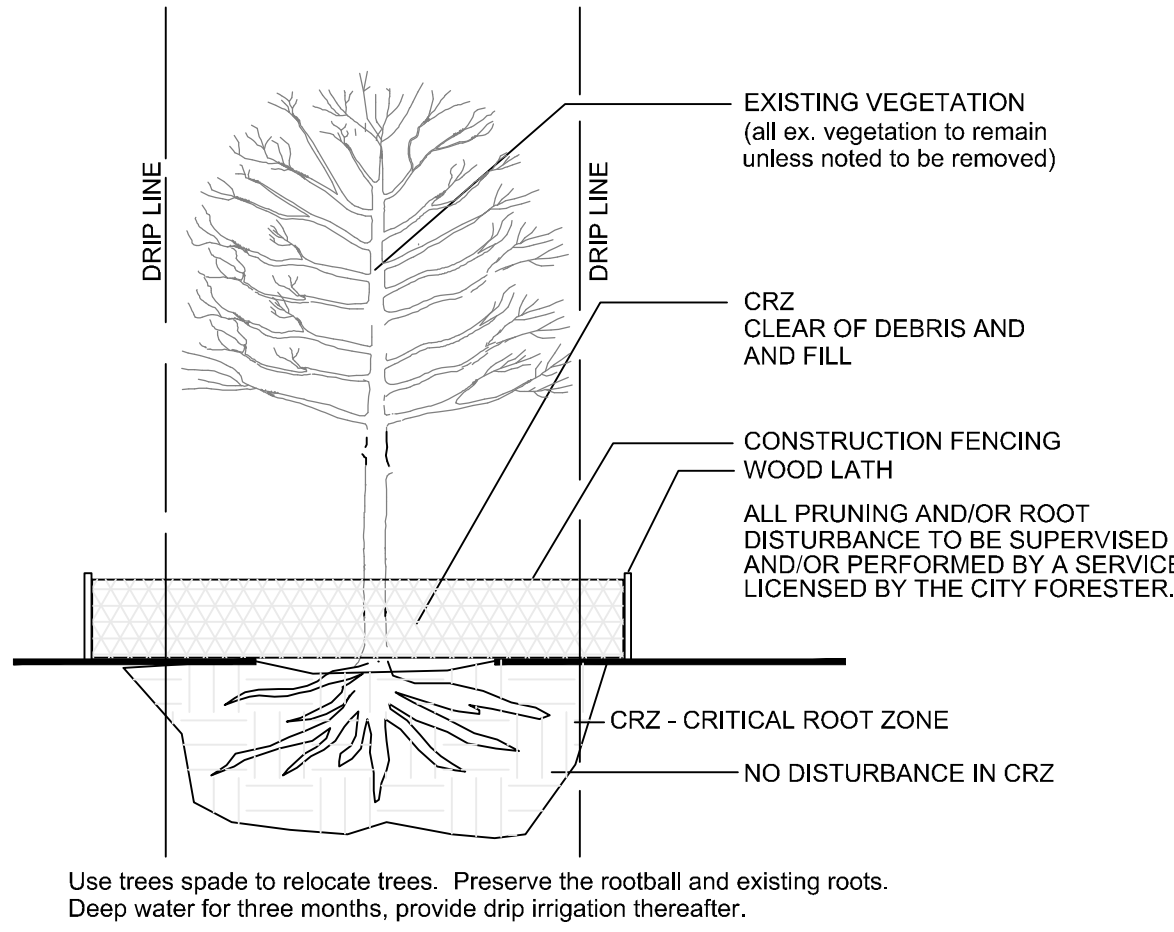
DECIDUOUS TREE PLANTING DETAIL
L2.0 NOT TO SCALE SECTION

- LANDSCAPING IS CONCEPTUAL AND WILL BE FURTHER DEFINED AT THE TIME OF THE FDP.
- OPEN SPACE OWNERSHIP WILL BE DETERMINED WITH THE RECORDING OF THE FINAL DEVELOPMENT PLANS FOR EACH FILING.
- SPECIFIC LANDSCAPE PARK PLANS WILL BE PROVIDED AT THE TIME OF THE FDP FOR ALL PARKS.
- ALL WELL SETBACK AREAS WILL BE SEEDED. DISTURBED AREAS FROMM DRILLING OPERATIONS WILL BE RE-SEEDED.
- FINAL TRAIL LOCATIONS WILL BE DETERMINED AT THE TIME OF THE FDP.
- STREET TREES WILL BE PROVIDED BY THE DEVELOPER FOR FRONTIER STREET, AS WELL AS THE CONNECTING BOULEVARD. ALL OTHER STREET TREES ARE TO BE PROVIDED BY THE INDIVIDUAL LOT OWNERS AS EACH LOT IS BUILT.

EXISTING TREE PROTECTION DIRECTIONS:

- PROTECTIVE FENCING:
- FOUR FOOT HEIGHT PROTECTIVE FENCING IS TO BE INSTALLED AROUND THE EXISTING TREES TO REMAIN PRIOR TO CONSTRUCTION ON THIS SITE. CONTRACTOR IS TO TAKE PRECAUTIONS TO ENSURE THAT EXISTING ROOTS AND LIMBS ARE NOT DAMAGED DURING EXCAVATION ADJACENT TO TREES. FENCING IS TO BE INSTALLED BELOW THE EDGE OF THE CANOPY OF THE EXISTING TREES TO REMAIN. FENCING IS TO REMAIN IN PLACE FOR THE DURATION OF CONSTRUCTION.
- IF ROOT PRUNING IS NECESSARY FOR GRADING, EXCAVATING, OR INSTALLATION OF IRRIGATION SYSTEM, ALL ROOT PRUNING IS TO TAKE PLACE OUTSIDE OF THE PROTECTIVE FENCING AROUND EACH TREE. CONTRACTOR IS TO TRENCH 12" AWAY FROM PROTECTIVE FENCING. ANY ROOTS LARGER THAN 2" ARE TO BE SAW CUT. CONTRACTOR IS TO HAND DIG ANY TRENCHES AND SAW CUT ANY INTERFERING ROOTS INSIDE THE PROTECTIVE FENCE AREAS.

- WATERING, MULCHING, AND FERTILIZATION:
- PRIOR TO CONSTRUCTION CONTRACTOR IS TO PLACE A 4" DEPTH OF WOOD CHIPS OR MULCH INSIDE THE PROTECTIVE FENCING OF EXISTING TREES TO REMAIN. CONTRACTOR IS TO PROVIDE REGULAR DEEP WATERING TO ALL EXISTING TREES TO REMAIN THROUGHOUT CONSTRUCTION. DURING CONSTRUCTION A SLOW-RELEASE NITROGEN FERTILIZER IS TO BE APPLIED AROUND THE BASE OF EACH TREE AT A RATE OF 2 LBS. PER 1000 S.F. (USE DRIP LINE OF TREE TO CALCULATE SQUARE FOOTAGE).



SHRUB PLANTING DETAIL
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THIS PLAN SHALL NOT BE OPENED WITHOUT THE PERMISSION OF NDS

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LANDSCAPE PLAN

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**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 6.b

Land Development

Meeting Date: July 24, 2024

Initiated By: Julie Pasillas

Department: Public Works

AGENDA ITEM

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

RECOMMENDATION

Staff recommends approval of Resolution 24-51, a resolution approving the Native Water Credit Purchase Agreement between the Town of Firestone and Meritage Homes of Colorado, Inc.

SUMMARY

The proposed agreement allows Meritage Homes of Colorado, Inc. to purchase up to 79 Native Water Credits from the Town for \$5,609,000.

To develop the Farnsworth Annexation that was approved on May 2, 2022, Meritage Homes of Colorado, Inc. must satisfy the Town's water dedication requirement. Town staff determined that there is availability in the Town's water portfolio to allow for this purchase.

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

FINANCIAL CONSIDERATIONS

Upon execution of the Agreement, Meritage Homes of Colorado, Inc. will be obligated to pay the Town \$5,609,000.00 for up to 79 Native Water Credits.

The first half of the Purchase Price is due 14 days from the effective date of this Agreement, and the second half is due 20 days after the approval of the Final Plat or by December 2, 2024, whichever occurs first. All fees will be paid to the Town of Firestone Water Activity Enterprise fund.

HISTORY AND PREVIOUS BOARD ACTION

There has been no previous Board action on this item. However, there has been a discussion with the Board regarding the continued development of the Town of Firestone's water portfolio for the uses described above.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res 24-51 Meritage Homes Water Credit Purchase Agreement
2. Native Water Credit Purchase Agreement
3. Exhibit 1-FARNSWORTH ANNEX

RESOLUTION NO. 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**

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

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

WHEREAS, Meritage Homes of Colorado, Inc. (“Buyer”) is a land use applicant who has agreed to dedicate “water rights” and/or “shares” to Firestone pursuant to an Annexation Agreement dated May 2, 2002 and described as the Farnsworth Annexation (“Annexation Agreement”), and must dedicate those “water rights” and/or “shares” prior to recording a subdivision plat; and

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

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

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

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

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

The Native Water Credit Purchase Agreement between the Town of Firestone and Meritage Homes of Colorado, Inc. is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ, AND ADOPTED this 8th day of May, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Interim Town Clerk

William P. Hayashi, Town Attorney

NATIVE WATER CREDIT PURCHASE AGREEMENT

This Native Water Credit Purchase Agreement (“Agreement”), made and entered into this ____ day of _____, 20__ (“Effective Date”), by and between the Town of Firestone acting by and through its Water Activity Enterprise (“Firestone”) and Meritage Homes of Colorado, Inc. whose address is 8400 E. Crescent Parkway, Suite 200, Greenwood Village, CO 80111 (“Buyer”);

RECITALS

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

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

WHEREAS, Buyer is a land use applicant who has agreed to dedicate “water rights” and/or “shares” to Firestone pursuant to an Annexation Agreement dated May 2, 2002 (“Annexation Agreement”), and must actually dedicate those “water rights” and/or “shares” prior to recording a final subdivision plat or receiving a building permit; and

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

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

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

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

AGREEMENT

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

1. Recitals. The foregoing Recitals are incorporated herein as if fully set forth.

2. Native Water Credits. A “Native Water Credit” shall be equivalent to one acre-foot of water as needed for Buyer’s water dedication requirements pursuant to the Code. The Native Water Credits are derived from water rights which are currently owned by Firestone. The Native Water Credits shall be used solely for Buyer’s water dedication requirements as described herein and shall not survive termination of this Agreement by either party.

3. Purchase Price. Provided that the Buyer acquires the Property, Buyer agrees to pay the Purchase Price of \$5,609,000.00 for 79 Native Water Credits. The first half of the Purchase Price (\$2,804,500) is due and payable fourteen (14) days from the Effective Date of this Agreement. If the first half of the Purchase Price is not paid on or before fourteen (14) days from the Effective Date of this Agreement, the Agreement shall be voided. The second half of the Purchase Price is due and payable no more than twenty (20) days after Final Plat approval or by December 2, 2024, by 5:00 p.m., whichever occurs first. In the event the Buyer does not deliver the second half of the Purchase Price by December 2, 2024, by 5:00 p.m., this Agreement shall terminate and neither party shall have any further obligations hereunder, except as provided in Paragraph 6 below.

4. Dedication. The Native Water Credits purchased by Buyer herein shall be deemed automatically dedicated to Firestone, at the execution of this Agreement, to fulfill the water dedication requirement necessary for Buyer to obtain a final plat for the Property.

5. No Assignment. This Agreement shall not be assigned by Buyer without prior written approval from Firestone. The Native Water Credits described herein are non-transferable and may only be assigned due to a sale or conveyance of the Property by Buyer.

6. Unused Native Water Credits. If unforeseen circumstances occur that result in Buyer needing less than all of the Native Water Credits acquired by this Agreement for the final plat of the Property, Buyer hereby agrees that the excess Native Water Credits shall automatically void upon recordation of a final plat for the Property. If any Native Water Credits are voided due to recordation of final plat of the Property, Firestone shall remit the equivalent of the Purchase Price for each Native Water Credit voided to Buyer. If unforeseen circumstances occur that result in the Final Plat not receiving approval or the Buyer does not acquire the property by December 2, 2024, this Agreement shall be voided and the first half of the Purchase Price paid by the Buyer shall be fully refunded to the Buyer no later than fourteen (14) days after the Agreement is voided.

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

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

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

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

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

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

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

By: _____

Print: _____

Title: _____

**BUYER: MERITAGE HOMES OF
COLORADO, INC**

DocuSigned by:
Mike Salmina
6650782964B646B...

By: _____

Mike Salmina

Print: _____

Vice President - Land Acquisition

Title: _____

3334178 10/25/2005 03:32P Weld County, CO
1 of 1 R 11.00 D 0.00 Steve Moreno Clerk & Recorder

INDICATES PREVIOUS ANNEXATION
TO THE TOWN OF FIRESTONE
INDICATES AREA OF ANNEXATION
TO THE TOWN OF FIRESTONE

NW COR., SE 1/4 SEC. 18
FOUND 2" ALUM. CAP
L.S. 23500

UNPLATTED
JAMES ALAN OWEN
REC. NO. 2748754

1 INCH = 100 FEET
DATE: 7.21.03

UNPLATTED
JAMES ALAN OWEN
REC. NO. 2748754

SW COR., NE 1/4, SE 1/4 SEC. 18
FOUND 3.25" ALUM. CAP
L.S. 23500

OWL LAKE ESTATES 2ND
BK 1676, BK 261

NOTES:

- ALL BEARINGS CONTAINED HEREIN ARE BASED UPON THE ASSUMPTION THAT THE EAST LINE OF THE SE 1/4 OF SECTION 18, BEARS S 00°00'08" W, BETWEEN THE FOUND MONUMENTS AS SHOWN.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JEHN & ASSOCIATES INC. TO DETERMINE OWNERSHIP OF THIS TRACT OR THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR EASEMENTS OF RECORD.
- THIS MAP IS NOT A MONUMENTED LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THE PURPOSE OF THIS MAP IS TO SHOW THE AREA TO BE ANNEXED INTO THE TOWN OF FIRESTONE.
- THE DESCRIBED LAND IS CONTIGUOUS TO THE TOWN OF FIRESTONE AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES 1973, 31-12-104-(1) (a) THAT ONE SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

PURPORTED COPY

FARNSWORTH ANNEXATION TO THE TOWN OF FIRESTONE

LOCATED IN THE N 1/2 OF THE SE 1/4 SECTION 18, T 2 N, R 67 W OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO
39.135 ACRES

UNPLATTED
COLE & MILDRED KUGEL
REC. NO. 379-719
REC. NO. 762-1683977

20' R.O.W. EASEMENT
UNION RURAL ELECTRIC ASSOC.
REC. NO. 1779884

UNPLATTED
JAMES ALAN OWEN
REC. NO. 2748754

POINT OF BEGINNING
FOUND NO. 5 REBAR WITH 1-1/2"
ALUMINUM CAP L.S. 5112

POINT OF COMMENCEMENT
EAST QUARTER CORNER
SECTION 18, T2N, R67W 6TH P.M.
FOUND 3.25" BRASS CAP IN RANGE BOX
L.S. 10855

LOT 5, REPLAT OF LOTS 5 & 6, BLOCK 4, CASAGRANDE ESTATES
TERRY & MARCIA LIERMAN
REC. NO. 017-41711

LOT 19
PAMELA JO ALARID
REC. NO. 2809723

CASAGRANDE ESTATES - FIRST ADDITION
BK 14, BK 47A

OUTLOT 'D'
JOHN & CHRISTINE WIEDORN
REC. NO. 2618749

SIoux CT.
60' R.O.W.

OUTLOT 'E'
GERMAIN INVESTMENT CO.
REC. NO. 973-1899303

LOT 20
ALAN & MARIE HLAVA
REC. NO. 2506992

CASAGRANDE ESTATES - FIRST ADDITION
BK 14, BK 47A

20' R.O.W. EASEMENT
CEN. WELD CO. WATER DIS.
REC. NO. 1632345

20' R.O.W. EASEMENT
UNION RURAL ELECTRIC ASSOC.
REC. NO. 1779884

FOUND NO. 4 REBAR
WITH OBLITERATED ALUM. CAP

LAWSON
ANNEXATION TO THE TOWN OF FIRESTONE
BOOK 1511, PAGE 534

OUTLOT 'A'
LAWSON SUBDIVISION
BK 1527, BK 162

SE COR., NE 1/4, SE 1/4 SEC. 18
FOUND 2" ALUM. CAP IN RANGE BOX
L.S. 23500

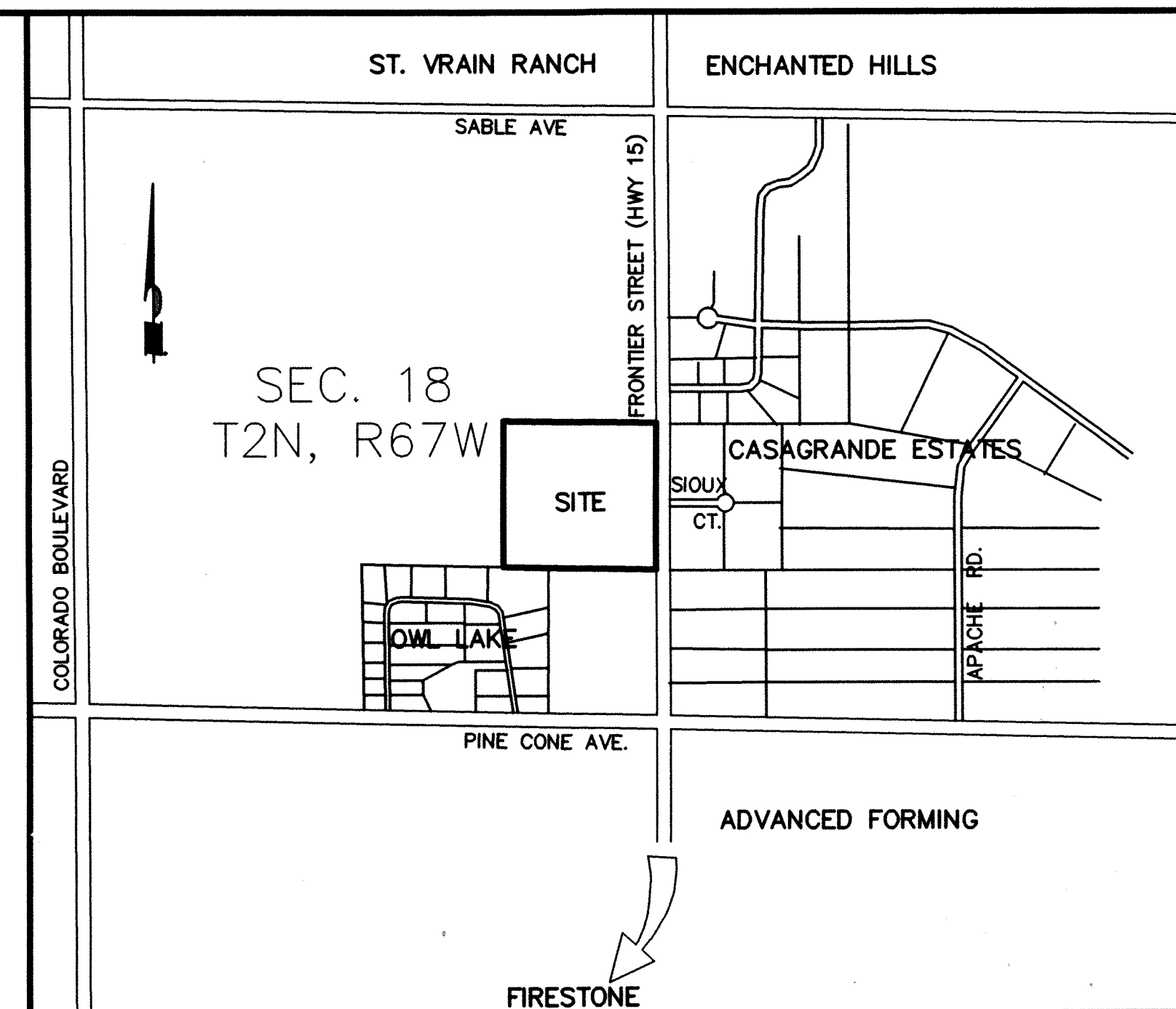
UNPLATTED
ROBERT & LYNETTE CLAPP
REC. NO. 1587-040

SE COR., SEC. 18
FOUND 2" ALUM. CAP IN RANGE BOX
L.S. 23500

OWNER/DEVELOPER

KIP FARNSWORTH
MELISSA LEYBA-FARNSWORTH
MICHAEL FARNSWORTH
SHARON FARNSWORTH

655 4TH AVE.
LONGMONT, CO. 80501



LEGAL DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS, WE KIP FARNSWORTH, MELISSA LEYBA-FARNSWORTH, MICHAEL FARNSWORTH, SHARON FARNSWORTH BEING THE SOLE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED LAND, TO WIT:

A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 18;

THENCE S 00°00'08" W ALONG SAID EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 18 A DISTANCE OF 50.01 FEET;

THENCE N 89°04'57" W A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF FRONTIER STREET (WELD COUNTY ROAD NO. 15) AND THE POINT OF BEGINNING;

THENCE S 00°00'08" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1271.74 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 18;

THENCE N 88°55'35" W ALONG SAID SOUTH LINE A DISTANCE OF 1342.58 FEET;

THENCE N 00°00'02" W A DISTANCE OF 1268.09 FEET TO A POINT FIFTY FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER OF SECTION 18;

THENCE S 89°04'57" E ALONG A LINE THAT IS 50.00 FEET SOUTH AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 1342.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,704,696 SQUARE FEET OR 39.135 ACRES MORE OR LESS.

HAVE CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE ANNEXED UNDER THE NAME OF FARNSWORTH ANNEXATION

OWNERS:

BY: Kip Farnsworth BY: Michael Farnsworth
MICHAEL FARNSWORTH
BY: Melissa Leyba-Farnsworth BY: Sharon Farnsworth
SHARON FARNSWORTH

NOTARIAL CERTIFICATE:

STATE OF COLORADO) SS
COUNTY OF WELD

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 4 DAY OF February
A.D., 2003, BY Kip Farnsworth, Michael Farnsworth,
Melissa Leyba-Farnsworth, Sharon Farnsworth

WITNESS MY HAND AND SEAL Sandra Moore
MY COMMISSION EXPIRES: 10-23-05

TOTAL PERIMETER OF AREA TO BE ANNEXED = 5224.98 FEET
ONE-SIXTH OF TOTAL PERIMETER = 870.83 FEET
PERIMETER ADJACENT TO EXISTING CITY LIMITS = 2614.32 FEET

TOWN APPROVAL BLOCK

THIS IS TO CERTIFY THAT THE FARNSWORTH ANNEXATION WAS APPROVED ON THE 28th DAY OF March 2003 BY ORDINANCE NO. 495 AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID ANNEXATION UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

Med Farnsworth
MAYOR

ATTEST:
Judy Hegwood
TOWN CLERK

REVISIONS

REV	LEGAL	1.30.02	CHM
1ST	COMMENTS	4.26.02	CHM

Jehn & Associates, Inc.

PROFESSIONAL ENGINEERS AND SURVEYORS
5855 WADSWORTH BYPASS
ARVADA, COLORADO 80003
PHONE (303) 423-6036 FAX (303) 467-9438

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.a

Discussion/Action

Meeting Date: July 24, 2024

Initiated By: Dave Lindsay

Department: Water & Community Resources

AGENDA ITEM

Resolution 24-70: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING WORK ORDER 2024-01 REGARDING THE MAINTENANCE AND SERVICE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WATER TECHNOLOGY GROUP (A COGENT COMPANY) FOR THE TOWNS WATER PUMP SYSTEMS

RECOMMENDATION

Staff recommends the Board of Trustees approve the Resolution approving WTG Work Order 2024-01 for repairs to St Vrain WTP Pump Station Pump #2 and authorize staff to proceed with the work.

SUMMARY

The service agreement allows for repair and replacement of one of the pumps in the St Vrain Water Treatment Plant Pump Station, which delivers water from the St Vrain Water Treatment Plant to the Town's distribution system.

Firestone has a service agreement with Water Technology Group (WTG) for its pumps and systems. The service agreement allows for repairs and replacements with approved work orders from Firestone. WTG provided an estimate to remove the pump, take it to their shop, repair it, and reinstall it. WTG Work Order 2024-01 (Pump 2 Repairs) is presented for consideration and action by the Board.

FINANCIAL CONSIDERATIONS

The cost of the repairs is estimated to be \$67,944.00 and will be paid from the Public Works Water Operations Maintenance and Repair Budget.

HISTORY AND PREVIOUS BOARD ACTION

On December 13, 2023, the Firestone Board of Trustees approved Resolution 23-129 approving a Pump Maintenance and Service contract with Water Technology Group (a Cogent Company).

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res 24-70 Water Tech Pump Systems Work Order 1
2. WTG Work Order 2024-01 (OP-592100R3 WTP Pump 2 Repair estimate)
3. Station Exhibit

RESOLUTION NO. 24-70

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING WORK ORDER 2024-01 REGARDING THE
MAINTENANCE AND SERVICE AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND WATER TECHNOLOGY GROUP (A COGENT COMPANY) FOR
THE TOWNS WATER PUMP SYSTEMS**

WHEREAS, by Resolution No. 23-129 the Town of Firestone (“Town”) entered into an Agreement with Water Technology Group (a Cogent Company) for maintenance and service of the Town’s pump systems for its four raw water pump stations and the pump system for its potable water pump station; and

WHEREAS, the Agreement provides that Water Technology Group may upon the Board of Trustees approval of a Work Order perform major repairs and replacements of the Town’s pumps; and

WHEREAS, one of the pumps in the Town’s potable water pump station that delivers water from the St. Vrain Water Treatment Plant to the Town’s distribution system is in need of repair; and

WHEREAS, the Water Technology Group can remove the pump, transport it to their shop for repair and reinstall the pump for an estimated cost of \$67, 944.00; and

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

That Work Order 2024-01 for the repair of one of the pumps at the Town’s potable water pump station is approved in substantially the same form as attached hereto and made a part of this resolution

INTRODUCED, READ AND ADOPTED this 24th day of July, 2024.

TOWN OF FIRESTONE, COLORADO

ATTEST:

Don Conyac. Jr, Mayor

Miriam Luna Gonzales, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

To: Town of Firestone Colorado

Reference: WTP Pump #2 repair estimate

Proposal: OP-592100R3

Date: 7/10/2024

We are pleased to offer the estimate below for the repair of you Floway Vertical Turbine Pump.
Please call me with any questions or concerns.

Parts Required		
Motor Repair		
Hex Head Cap Screw	Hex Head Cap Screw	Hex Head Cap Screw
Cast Iron Wear Rings	Line shafting	Bowl Shaft
Bearing Retainer	Head Shaft Coupling	Rubber Line shaft Bearing
Line Shaft Sleeve	Line Shaft Coupling	Stuffing Box O-Ring
Motor Shaft	Stuffing Box Seal	Bowl Bearings
Suction Bearing	Stuffing Box Bearing	Slinger
Tnemec Epoxy Coating	Sandblasting	Crane Rental

This is an estimate of repairs in good faith. We will quote anything not mentioned above after the Disassembly and inspection of your pump.

Your Total Net Cost:-----\$67,944.00

Notes and clarifications

1. Equipment selection is based on information provided
2. Anything not listed above is not included and will be quoted as a change order.
3. Taxes are not included in the pricing
4. Lead time, 16-18 weeks ARO (Estimated we will have a better idea after the shop inspection)
5. Freight charges are not included.
6. Quote is valid for 30 days

Best regards,
Brandon Cole
Service and Aftermarket
Water Technology Group.
303-888-7265

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.b

Discussion/Action

Meeting Date: July 24, 2024

Initiated By: Dave Lindsay

Department: Water & Community Resources

AGENDA ITEM

Resolution 24-71: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING WORK ORDER 2024-02 REGARDING THE MAINTENANCE AND SERVICE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WATER TECHNOLOGY GROUP (A COGENT COMPANY) FOR THE TOWNS WATER PUMP SYSTEMS

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution approving WTG Work Order 2024-02 for purchase of a new 75 HP Pump for the St Vrain WTP Pump Station and authorize staff to proceed with the work.

SUMMARY

The proposed Work Order with Water Technology Group (WTG) is to develop a replacement pump and install it at the St. Vrain Water Treatment Plant (WTP), for the amount of \$112,302.00.

New development has not progressed as previously projected, thus demands on the Potable Water Pump Station at the St Vrain WTP are less than projected. These lower flow rates are difficult to satisfy with the type of pumps in the station, especially in the very low demand winter months. Firestone has a maintenance and service agreement with WTG for all of its pumping systems. That agreement allows for major repairs and replacements with an approved work order from the Town. To prevent further damage of the existing pumps, staff has worked with WTG to develop a replacement pump that will more easily be able to accommodate the lower flows and offers some added flexibility for the operation of the pump station in the future. WTG has provided a proposal to procure and install the new pump, presented here as WTG Work Order 2024-02 (New 75 HP Pump), for consideration and action by the Board of Trustees.

FINANCIAL CONSIDERATIONS

The cost of the new pump is \$112,302.00 and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

On December 13, 2023, the Firestone Board of Trustees approved Resolution 23-129 approving a Pump Maintenance and Service contract with Water Technology Group (a Cogent Company).

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Res 24-71 Water Tech Pump Systems Work Order 2
2. WTG Work Order 2024-02 (BC OP-592100R2 New 75hp Proposal)
3. Station Exhibit

RESOLUTION NO. 24-71

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING WORK ORDER 2024-02 REGARDING THE
MAINTENANCE AND SERVICE AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND WATER TECHNOLOGY GROUP (A COGENT COMPANY) FOR
THE TOWNS WATER PUMP SYSTEMS**

WHEREAS, by Resolution No. 23-129 the Town of Firestone (“Town”) entered into an Agreement with Water Technology Group (a Cogent Company) for maintenance and service of the Town’s pump systems for its four raw water pump stations and the one pump system for its potable water pump station; and

WHEREAS, the Agreement provides that Water Technology Group may upon the Board of Trustees approval of a Work Order perform major repairs and replacements of the Town’s pumps; and

WHEREAS, as development within the Town has not progressed as anticipated the demands from the Potable Water Pump Station at the St. Vrain Water Treatment Plant to the Towns’s distribution system is less than anticipated; and

WHEREAS, the lower flow rates both impair the operation and damage the pumps at the Potable Water Pump Station; and

WHEREAS, to address these issues staff has worked with the Water Technology Group to develop a replacement pump that can both better accommodate low flows and future demands upon the operation of the Potable Water Pump Station; and

WHEREAS, Water Technology Group can procure and install the new pump for the cost of \$112,302.00.

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

That Work Order 2024-02 for the procurement and installation of a new pump for the Town’s potable water pump station is approved in substantially the same form as attached hereto and made a part of this resolution

INTRODUCED, READ AND ADOPTED this 24th day of July, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac. Jr, Mayor

ATTEST:

Miriam Luna Gonzales, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



WO 2024-02
APPROVED
Town of Firestone
July 24, 2024 Res 24-71

cogentcompanies.com

July 10, 2024

ATTN: Town of Firestone
PH:
Email:

Quote: OP-592100R2
Project: Firestone – SVWTP - 516734
Subject: Proposal New 75HP

Cogent is pleased to present the following Scope of Supply:

Item	Description	Qty	Extended Price
A)	Xylem Goulds 7CLC VIC-FLFM, 6 Stage Vertical Turbine Pump - 400GPM @ 492' TDH - NSF 61 Certified Construction - Fab L 300# Discharge Head - Chesterton 442 Mechanical Seal - 75HP 3600RPM Vertical Solid Shaft Motor - o 3~/460V/60Hz - o NRR without Steady Bushing - o Bearing and Winding RTDs - o Accessory Box - o Space Heater, Shaft Grounding Ring, and Insulated Bearings - o 6600' Standard Ambient Derate - Temec 21 (NSF61) Coating - Bowl, Column, and Head - 1U Certified Performance Test – Bowl Assembly Only, Non-Witness, Lab Motor - Hydrostatic Test – Bowl, Column, and Head - Premium Drawing, Critical Speed Analysis, FEA Head Analysis - Suitable for use with existing can and piping	1	Included Below
B)	Adder for 100HP motor – no change to lead time	1	
C)	Freight	Misc.	\$1,250.00
D)	Installation: Crane services, technician labor, and Start up. Includes mobilization and materials for a turnkey installation. (Lead time for Field service is TBD)		Included Below
Total:			\$112,302.00

Subject to Cogent, Inc. Standard Terms & Conditions of Sale. Quote valid for 30 days.

The existing pump will be brought to our service facility in Golden CO for inspection and repair estimate.

Submittals: 4-6 weeks after PO approval if needed.

Delivery: 19-24 weeks after submittal approval

NOTES: Selections based on information provided; anything not listed above is not included in price. Changes to design point and/or

DENVER

14452 W. 44TH AVE
GOLDEN, CO 80403
303.584.9000 MAIN

BILLINGS

2155 HARNISH BLVD.
BILLINGS, MT 59101
303.584.9000 MAIN

CASPER

625 KRAFT LOOP
CASPER, WY 82601
303.584.9000 MAIN

equipment specifications are subject to re-quote. Taxes not included. Freight is not included.

Items not included in the above package: Installation labor, anchor bolts, gauges, control panels, seal or packing flush hardware, video equipment/taping, lubricants, special paint or paint preparation, local taxes, noise or vibration testing, wiring, conduits, field startup, hatch, ladder, lifting chain, shackles, floats, additional factory testing or items not listed in the above proposal.

Startup and commissioning service, in addition to any quoted above, is subject to re-quote.

Regards,

Brandon Cole

Service and Aftermarket Sales

CELL: 303-888-7265

BCole@cogentcompanies.com

Bret Bernarding

Inside Engineered Sales

PH: 303-524-6930

bbernarding@cogentcompanies.com

DENVER

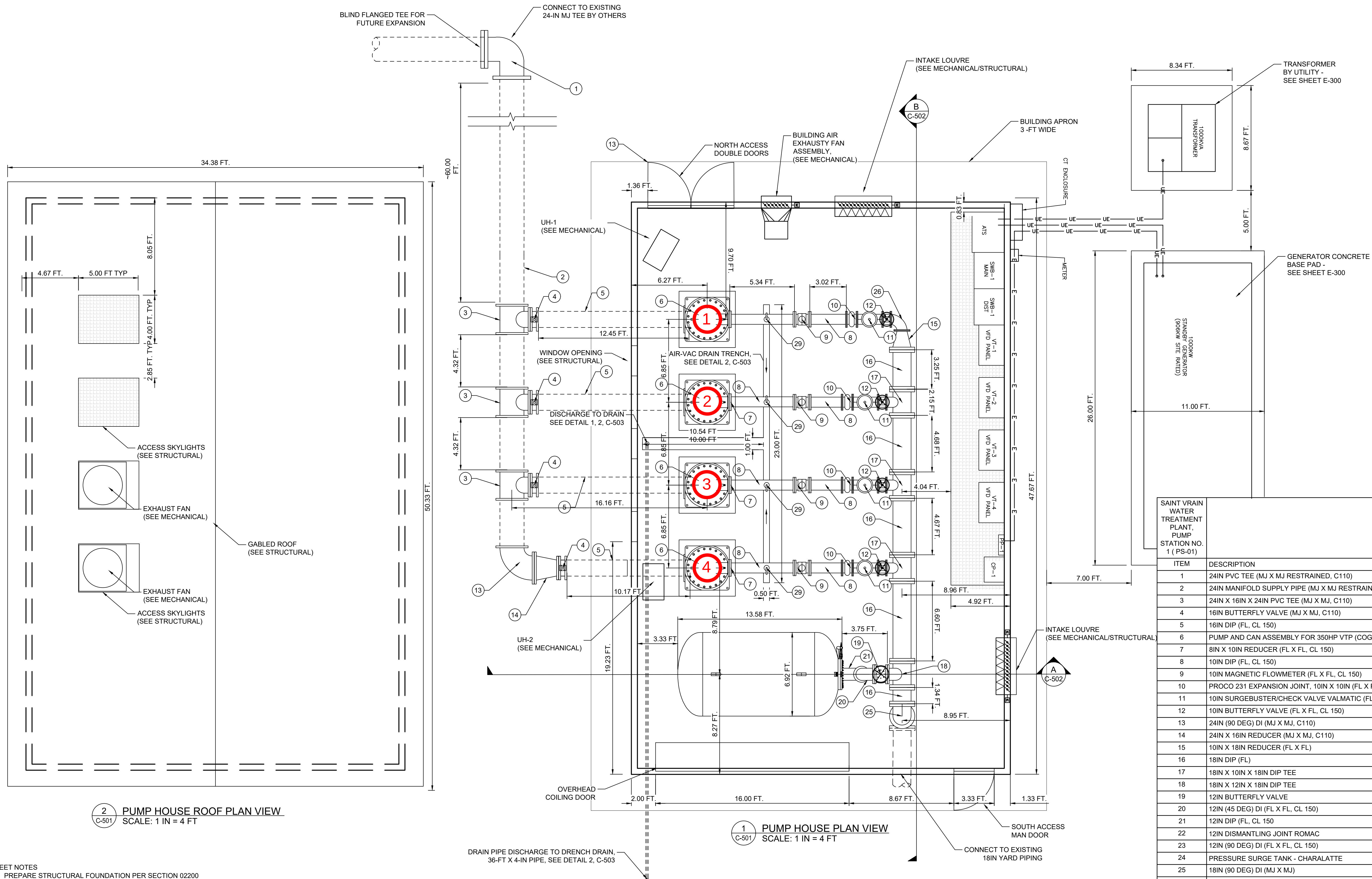
14452 W. 44TH AVE
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2155 HARNISH BLVD.
BILLINGS, MT 59101
303.584.9000 MAIN

CASPER

625 KRAFT LOOP
CASPER, WY 82601
303.584.9000 MAIN



SAINT VRAIN WATER TREATMENT PLANT, PUMP STATION NO. 1 (PS-01)	
ITEM	DESCRIPTION
1	24IN PVC TEE (MJ X MJ RESTRAINED, C110)
2	24IN MANIFOLD SUPPLY PIPE (MJ X MJ RESTRAINED, C110)
3	24IN X 16IN X 24IN PVC TEE (MJ X MJ, C110)
4	16IN BUTTERFLY VALVE (MJ X MJ, C110)
5	16IN DIP (FL, CL 150)
6	PUMP AND CAN ASSEMBLY FOR 350HP VTP (COGENT) OWNER SUPPLIED
7	8IN X 10IN REDUCER (FL X FL, CL 150)
8	10IN DIP (FL, CL 150)
9	10IN MAGNETIC FLOWMETER (FL X FL, CL 150)
10	PROCO 231 EXPANSION JOINT, 10IN X 10IN (FL X FL)
11	10IN SURGEBUSTER/CHECK VALVE VALMATIC (FL X FL, CL 150)
12	10IN BUTTERFLY VALVE (FL X FL, CL 150)
13	24IN (90 DEG) DI (MJ X MJ, C110)
14	24IN X 16IN REDUCER (MJ X MJ, C110)
15	10IN X 18IN REDUCER (FL X FL)
16	18IN DIP (FL)
17	18IN X 10IN X 18IN DIP TEE
18	18IN X 12IN X 18IN DIP TEE
19	12IN BUTTERFLY VALVE
20	12IN (45 DEG) DI (FL X FL, CL 150)
21	12IN DIP (FL, CL 150)
22	12IN DISMANTLING JOINT ROMAC
23	12IN (90 DEG) DI (FL X FL, CL 150)
24	PRESSURE SURGE TANK - CHARALATTE
25	18IN (90 DEG) DI (MJ X MJ)
26	10IN (90 DEG) DI (FL X FL, CL 150)
27	ADJUSTABLE PIPE STAND (ALL SPOOLS)
28	THRUST BLOCK
29	COMBINATION AIR VACCUUM VALVE, PLUMB DISCHARGE TO TRENCH DRAIN
30	18IN DIP (FL X FL)
31	18IN SLEEVE (MJ X MJ)
32	PROCO 231 EXPANSION JOINT, 18IN X 8IN (FL X FL)
33	18IN DIP (FL X PE)

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.c

Discussion/Action

Meeting Date: July 24, 2024

Initiated By: Nate Haasis

Department: Engineering & Utilities

AGENDA ITEM

Resolution 24-72: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR A POTABLE WATER MASTER PLAN.

RECOMMENDATION

Staff recommends the Board approve Resolution 24-72, approving an agreement with Kimley-Horn and Associates, Inc. and authorizing the expenditure of funds.

SUMMARY

This Agreement will allow Town staff to work with Kimley-Horn and Associates Inc.(Kimley-Horn) to prepare the Potable Water Master Plans (PWMP).

With the recent completion of the St. Vrain Water Treatment Plant (SVWTP) and the introduction of a second potable water source for the Town, the operation and future needs of the Town's water distribution system have significantly changed. PWMP are essential technical documents used to guide future water distribution needs for continued growth in Firestone and increased reliance on potable water from the St. Vrain Water Treatment Plant.

The Town sent out Requests for Proposal (RFP) on March 29, 2024, and received responses from two firms. Kimley-Horn and Associates Inc.(Kimley-Horn) was selected as the lowest responsible bidder based on their qualifications and experience to prepare a PWMP for the Town. Kimley-Horn is considered one of the premier consulting firms along the Front Range and has completed numerous similar projects throughout Colorado.

Kimley-Horn will conduct research and analysis, propose policy and water system improvements, assist with Board of Trustee meetings and public input sessions, prepare graphics to demonstrate issues and needs and support the prioritization of recommendations for short and long-term potable water projects. Deliverables to the Town include:

- Technical Memorandum which describes the current condition of the potable system and potential areas of concern.
- Technical Memorandum on the Town's existing master meters/connection points and potential operational improvements.
- Develop three water model scenarios: an existing scenario, 2030 scenario, and a buildout scenario.
- Using the existing scenario model, identify potential near-term improvements and alternatives for the Town's future water system.
- Using the water models, identify improvements and alternatives to the Town's potable water system including additional tanks, pump stations, master meter connections, waterline loops, and potential emergency interconnects with other service providers.
- Develop a detailed implementation plan for the phasing (short-term, mid-term, and long-term) and funding of potable water improvements needed. The implementation plan shall identify triggers for the

implementation of priority improvements such as specific developments and/or population growth. Detailed cost estimates for said improvements shall also be provided along with potential funding sources.

- Provide updates to the Town's Design Standards and Construction Specifications for Water Systems.
- Based on Town input, provide a final Potable Water Master Plan and Report to be presented to the Town's Board for adoption.
- Final plan shall include a detailed 10-year CIP plan with clear triggers for timing of improvements.

FINANCIAL CONSIDERATIONS

The agreement is not to exceed \$170,000. The 2024 Budget included \$225,000 for Potable Water Master Plan, including \$98,399 carried over from the 2023 Budget.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved the 2024 Budget, which included \$225,000 for Potable Water Master Plan, including \$98,399 carried over from the 2023 Budget.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. Reso 24-72_Kimberly-Horn Assoc Inc Potable Water Master Plan
2. Stamped_Contract_W2024-9959_Signed

RESOLUTION NO. 24-72

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND
KIMBERLY-HORN AND ASSOCIATES INC. FOR DEVELOPMENT OF A
POTABLE WATER MASTER PLAN**

WHEREAS, upon the completion of the St.Vrain Water Treatment Plant the Town of Firestone ("Town") is in need of professional services to develop a Potable Water Master Plan to address the Town's future water needs and increased reliance upon the St.Vrain Water Treatment Plant for potable water; and

WHEREAS the Town released a Request for Proposals and upon review of the submittals selected Kimberly-Horn and Associates Inc as the lowest responsive and responsible bidder.

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

The Professional Services Agreement between the Town of Firestone and Kimberly - Horn Associates Inc for development of a Potable Water Master Plan is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 24th day of July, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 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"), and **Kimley-Horn and Associates, Inc.** an independent Consultant with a principal place of business at **3325 South Timberline Road, Suite 130, Fort Collins, Colorado 80525** ("Consultant ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

WHEREAS, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

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

I. SCOPE OF SERVICES

- A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **Town of Firestone Potable Water Master Plan (W2024-9959)**
- B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed **\$170,000.00**. This amount shall include all fees, costs and

expenses incurred by Consultant , and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

- A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.
- B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ Sub-Consultant s to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

- A. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant 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 Consultant.
- B. If the Town reuses or makes any modification to Consultant 's designs, documents or work product without the prior written authorization of Consultant , the Town agrees, to the fullest extent permitted by law, to release the Consultant , its officers, directors, employees and sub-Consultant s from all claims and causes of action arising from such uses, and shall to the extent permitted by law indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.
- C. The Town expressly acknowledges and agrees that the documents and data to be provided by Consultant under the Agreement may contain certain design details, features and concepts from the Consultant 's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Consultant . Nothing herein shall be construed as a limitation on the Consultant 's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENTCONSULTANT

Consultant is an independent Consultant. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall

be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

- A. Consultant 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 Consultant pursuant to this Agreement. At a minimum, the Consultant shall procure and maintain, and shall cause any Sub-Consultant to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.
 - 1. Worker's Compensation insurance as required by law.
 - 2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, and employees as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
 - 3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.
- B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, and its employees shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.
- C. Consultant shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

- A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, negligence, recklessness, or intentionally wrongful act, error or omission, or other fault of Consultant, any Sub-Consultant of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant in the performance of the Scope of Services for the Town or of any employee of any Sub-Consultant of Consultant. Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the

degree or percentage of negligence or fault attributable to Consultant, any Sub-Consultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any Sub-Consultant of Consultant.

- B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual Agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. CHANGE ORDERS

- A. Change Order is a written instrument issued after execution of the Agreement signed by Town and Consultant, stating their Agreement, as applicable, upon all of the following:
1. The scope of the change in the Work;
 2. The amount of the adjustment to the Contract Price and
 3. The extent of the adjustment to the Contract Times(s).
- B. All changes in the Work authorized by the applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Consultant shall negotiate in good faith and as expeditiously as possible the appropriate adjustment of such changes.

X. MISCELLANEOUS

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.
- C. Integration. This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Agreement.
- E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when personally presented or sent pre-paid, firstclass United States Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Agreement may only be modified upon written Agreement of the Parties.
- H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- I. Governmental Immunity. The Town and its officers, and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act,

C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

- J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
- K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
- L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSULTANT: Kimley-Horn & Associates, Inc.

By:



Kory Andryscik, Vice President

»» MP 25

EXHIBIT A SCOPE OF SERVICES

Consultant 's Duties

During the term of this Agreement, Consultant shall perform the following duties, as directed by the Town:

Task 1: Project Management and Coordination:

- Conduct a project kickoff meeting with appropriate Town staff to review and discuss all work tasks, technical approaches, and work products and to determine details of a public outreach plan.
- Conduct regular progress meetings approximately monthly to provide updates on the progress of the plan.
- Present the final potable water master plan to the Town Board for adoption.

Deliverables:

- Project schedule
- Board meeting
- Meeting agendas and minutes

Task 2: Existing Conditions:

- Create an inventory of all existing potable water facilities.
- Review relevant previous water master plan and utility studies.
- Identify existing gaps or inadequacies in the Town's existing potable water system.
- Review existing potable water connection points (i.e. Central Weld County Water master meters and SVWTP blend stations) and identify potential operational efficiency changes.
- With the input of Town staff, identify existing sub-standard or inadequate potable water supply systems.
- Review the Town's current Design Standards and Construction Specifications for potable water systems for compliance with current industry standards and water quality regulations.

Deliverables:

- Technical Memorandum which describes the current condition of the potable system and potential areas of concern.
- Technical Memorandum on the Town's existing master meters/connection points and potential operational improvements.
- Provide needed updates to the Town's Design Standards and Construction Specifications.

Task 3: Water Model:

- Provide a water system model using WaterCAD (or an approved alternative).
- Develop three water model scenarios: an existing scenario, 2030 scenario, and a buildout scenario.
- Field Testing and Model Calibration.

Task 4: Water System Planning:

- Using the existing scenario model, identify potential near-term improvements and alternatives for the Town's future water system.

- Using the water model, identify improvements and alternatives to the Town's potable water system including additional tanks, pump stations, master meter connections, waterline loops, and potential emergency interconnects with other service providers.
- Develop a detailed implementation plan for the phasing (short-term, mid-term, and long-term) and funding of potable water improvements needed. The implementation plan shall identify triggers for the implementation of priority improvements such as specific developments and/or population growth. Detailed cost estimates for said improvements shall also be provided along with potential funding sources.

Deliverables:

- Provide five (5) copies and an original electronic version of a draft WMP.

Task 5: Final Report:

- Prepare a draft PWMP that provides clear direction for the Town's potable water vision, goals, and needs, and provides an implementation plan to achieve those.
- Provide updates to the Town's Design Standards and Construction Specifications for Water Systems.
- Based on Town input, provide a final Potable Water Master Plan and Report to be presented to the Town's Board for adoption.
- Final plan shall include a detailed 10-year CIP plan with clear triggers for timing of improvements.

Deliverables:

- Provide five (5) copies and an original electronic version of a Final PWMP.
- Board presentation for Master Plan adoption.

Task 6: Additional Services:

To further support the Town of Firestone during development of the PWMP, additional design services, as requested by the Town.

EXHIBIT A



DETAILED TASK AND FEE BREAKDOWN

Project Name: Potable Water Master Plan (Revised for Contract)

Client: Town of Firestone

6/14/2024

Task name	Kimley Horn Staff (hours)										Hours and Labor	
	Analyst 1	Analyst 2	Analyst 3	Professional Engineer	Senior Engineer I	Senior Engineer II	Senior Engineer III	Senior Engineer IV	Administrative Assistant	Clerical/Administrative	Total Hours	Labor Sub-Total
Task 1 - Project Management and Coordination												
Kickoff Meeting (in person)			3	4		3	3				13	\$ 2,870.00
Monthly Progress Meetings (includes workshops)			15	25		10	20				70	\$ 15,450.00
Project Management and Monthly Invoicing							20		5	10	35	\$ 7,150.00
Task 1 - Total												\$ 25,470.00
Task 2 - Existing Conditions												
Create inventory of existing potable water facilities			40	8			4				52	\$ 9,480.00
Review previous water and master plan and utility studies			2	4			2				8	\$ 1,680.00
Identify inadequacies in the Town's existing potable water system			4	8		2	4				18	\$ 3,860.00
Review existing potable water connection points (Central Weld/SVWTP)			2	2			1				5	\$ 1,010.00
Workshop with Town staff to identify inadequate potable water supply systems (included in Task 1)												
Review the Town's current Design Standards and Construction Specifications for potable water systems				4		2	2				8	\$ 1,840.00
Task 2 - Total												\$ 17,870.00
Task 3 - Water Model												
Develop a water system model using WaterCAD or InfoWater Pro			60	20							80	\$ 14,200.00
Develop three water model scenarios: existing, 2030, and buildout			40	20		2	4				66	\$ 12,380.00
Field Testing and Model Calibration			40	20			8				68	\$ 12,960.00
Task 3 - Total												\$ 39,540.00
Task 4 - Water System Planning												
Using the existing scenario, identify near-term improvements needed			6	6		2	2				16	\$ 3,260.00
Using future scenarios, identify mid and long-term improvements needed			10	10		2	2				24	\$ 4,740.00
Develop implementation plan for the phasing and funding of needed improvements			4	8			2				14	\$ 2,820.00
Develop opinion of probable cost for improvements and identify potential funding sources				20		2	6				28	\$ 6,120.00
Task 4 - Total												\$ 16,940.00
Task 5 - Final Master Plan Report												
Prepare Draft Master Plan Report			40	80		2	8				130	\$ 25,460.00
Provide updates to the Town's Design Standards and Construction Specifications for Water Systems			8	8		2	4				22	\$ 4,540.00
Prepare 10-year CIP			4	20		1	8				33	\$ 7,090.00
Conduct Review Workshop with Town Staff (included in Task 1)												
Prepare Final Master Plan Report			20	30		2	8				60	\$ 12,060.00
Present Final Master Plan to Town Board				6			6				12	\$ 2,820.00
Task 5 - Total												\$ 51,970.00
Task 6 - Additional Services												
TBD												
Task 6 - Total												\$ 16,710.00
Total Hours (Tasks 9 - 10) =	0	0	298	303	0	32	114	0	5	10	762	
Total												\$ 168,500.00
Labor Rates												
	\$ 150	\$ 160	\$ 170	\$ 200	\$ 225	\$ 250	\$ 270	\$ 290	\$ 100	\$ 125		

TOTAL PROJECT COST:

Summary of Tasks 1 - 8

Kimley-Horn Labor Subtotal = \$ 168,500

Reimbursable Expenses = \$ 1,500

TOTAL COST = \$ 170,000

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.d

Discussion/Action

Meeting Date: July 24, 2024

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 24-74: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH AMY J. FEILING AND GUY W. GRIGSBY

RECOMMENDATION

Staff recommends the approval of Resolution 24-74, approving the Purchase and Sale Agreement with Amy J. Feiling and Guy W. Grigsby for the purchase of 4 common shares of the New Consolidated Lower Boulder Reservoir and Ditch Company and authorizing the Mayor to execute the agreement on behalf of the Town.

SUMMARY

The proposed agreement between the Town of Firestone and Amy J. Feiling and Guy W. Grigsby is for the purchase of 4 common shares of the New Consolidated Lower Boulder Reservoir and Ditch Company, currently owned by Amy J. Feiling and Guy W. Grigsby. The purchase price for this agreement is \$110,000.00.

The Town's 2020-2050 Water Action Plan identified the acquisition of additional water supplies as a priority.

FINANCIAL CONSIDERATIONS

The agreement includes a purchase price of \$110,000.00 for the New Consolidated Lower Boulder Reservoir and Ditch Company shares. The purchase will be paid for by the Town of Firestone Water Enterprise Fund.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Resolution 20-39, adopting the Town of Firestone 2020-2050 Water Action Plan on March 25, 2020. At several Board of Trustee, meetings in 2021, 2022, 2023, and 2024, Town staff and the Board of Trustees discussed in water retreats/special meetings, open sessions, and executive sessions for developing a strategy for negotiations and instructing negotiators concerning the acquisition of water rights. The Town's Water Team has been working to implement the 2020-2050 Water Action Plan, which identifies the need to acquire additional water supplies and facilities. Previous efforts towards implementing the Water Action Plan are as follows.

- The Town has completed the infrastructure project at Firestone Reservoir No. 1 and held the initial closing of Firestone Reservoir No. 2, which is deliverable in early 2026.
- The Town has successfully purchased Firestone Reservoir No. 3, which will be delivered by the end of 2031.
- The Town has successfully purchased additional water shares of the New Consolidated Lower Boulder Reservoir and Ditch Company, Godding Ditch Company, Rural Ditch Company, New Coal Ridge Ditch Company, and Last Chance Ditch Company.

BOARD STRATEGIC PLAN IMPACT

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

- Organizational Objectives

ATTACHMENTS

1. Res 24-74 Purchase and Sale Water Rights Agreement-Grigsby
2. Grigsby PSA-Seller Signed
3. Exhibit A Dry-Up Covenant

RESOLUTION NO. 24-74

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH AMY J. FEILING AND GUY W. GRIGSBY

WHEREAS, Amy J. Feiling and Guy W. Grigsby desires to convey certain water rights which the Town of Firestone ("Town"), acting by and through its Water Activity Enterprise, desires to purchase, subject to the terms and conditions set forth in a Purchase and Sale Agreement.

WHEREAS, after purchase of the water rights, the water rights will need to go through the adjudicatory process to change the use from irrigation to municipal use.

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

1. The Purchase and Sale Agreement ("Agreement") between the Town of Firestone, acting by and through its Water Activity Enterprise ("Buyer"), and Amy J. Feiling and Guy W. Grigsby ("Seller") for Water Rights is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town acting by and through its Water Activity Enterprise.

2. The Town Manager and other officers, employees and agents of the Town are further authorized to execute and deliver all documents necessary in connection with the closing of the purchase of the Water Rights, and to do all things necessary on behalf of the Town to perform all obligations of the Town under the Agreement, including without limitation the execution and delivery of all documents necessary or required with closing.

3. The Town Manager and other officers, employees and agents of the Town are further authorized to do all things necessary on behalf of the Town to adjudicate a change in use of the water rights, including submitting a request to change the water rights to the New Consolidated Lower Boulder Reservoir and Ditch Company, filing an application in the Division One Water Court and prosecuting the same to completion.

INTRODUCED, READ, AND ADOPTED this 24th day of July, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr, Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

PURCHASE AND SALE AGREEMENT

(Water Rights)

This Purchase and Sale Agreement ("Agreement") by and between the Amy J. Feiling and Guy W. Grigsby ("Sellers"), and the Town of Firestone, acting by and through its Water Activity Enterprise ("Buyer"). Sellers and Buyer may be referred to individually as a "Party" or collectively as "Parties."

RECITALS

WHEREAS, Sellers own and wish to convey certain water rights as described below to Buyer; and

WHEREAS, Buyer desires to acquire said water rights pursuant to the terms and conditions contained hereafter;

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. Description of Water Rights. The Sellers are the owners five (5) shares of Common Stock in the New Consolidated Lower Boulder Reservoir & Ditch Company represented by Share Certificate No. 135 (the "Ditch Shares"). The Ditch Shares have been historically used on the property located in the NW ¼ of Section 33, Township 2N, Range 68W of the 6th P.M. (also known as 6870 WCR 5) in Weld County, Colorado (the "Property"). Seller hereby agrees to sell four of the five Ditch Shares to Buyer pursuant to the terms of this Agreement.
2. Historical Use & Transfer. As further consideration, Sellers, or Sellers' agent agrees to provide Buyer any and all due diligence materials, on or prior to the date of approval by the Board of the Town of Firestone ("Effective Date"), stating the manner in which the Ditch Shares have been used by Sellers, identifying which acreage has been historically irrigated with the Ditch Shares, the method of irrigation and what crops have historically been irrigated on the acreage with the Ditch Shares. Sellers, or Sellers' agent agrees to cooperate and participate in good faith with any request necessary to complete any Catlin approval process of the New Consolidated Lower Boulder Reservoir & Ditch Company or any court proceedings as may be required to change the use of the Ditch Shares.
3. Purchase Price. The Purchase Price for four of the five Ditch Shares shall be one hundred and ten thousand dollars (\$110,000.00).
4. Earnest Money. The day that the Buyer executes this Agreement, Buyer shall deliver and deposit with Land Title Guarantee Company earnest money payable in sum of Ten Thousand Dollars (\$10,000.00) ("Earnest Money"), which shall become nonrefundable upon completion of the Due Diligence Period as defined in Paragraph 7 of this Agreement. The Earnest Money shall be applied to the purchase price at closing.

5. Dry-Up Covenant. Attached as Exhibit A to this Agreement is the form of a dryup covenant acceptable to Buyer (the "Dry-Up Covenant"). The Dry-up Covenant includes a permanent restriction of irrigation on the Property with water from the New Consolidated Lower Boulder Reservoir & Ditch Company except it allows continued irrigation of a parcel of approximately 6 acres described in the Dry-Up Covenant. Sellers shall record the Dry-Up Covenant prior to any sale of the Property if that sale occurs prior to Closing of this transaction or, if the Property is not sold prior to Closing of this transaction, the Dry-Up Covenant shall be recorded prior to Closing of this transaction. At Closing, Sellers shall assign all the right to enforce the Dry-Up Covenant and all benefits of the Dry-Up Covenant to Buyer. Sellers warrant that any and all liens or encumbrances on property are subordinate to the Dry-up Covenant and Sellers shall be responsible for acquiring all necessary agreements to ensure any liens or encumbrances are subordinate to the Dry-up Covenant. Sellers and/or Sellers successors and assigns shall be responsible for any revegetation of the property historically irrigated by the Water Rights and ensure the Property is kept free of any noxious weeds as defined by C.R.S. §35-5.5-101, *et seq.*
6. Warranty and Title. Sellers warrant that the title to the Ditch Shares will be conveyed free and clear of all liens, encumbrances, assessments, and leases of any kind. Sellers agree to warrant and forever defend the Buyer against all and every person claiming any interest in the Ditch Shares by and through Sellers. This warranty shall survive the closing of the transaction and continue in full force and effect subsequent to such closing. Subject to payment as above provided, and in compliance with the other terms and conditions by Buyer, Sellers shall execute and deliver a Special Warranty Deed and Stock Assignment for the Ditch Shares to Buyer at the date of closing.
7. Due Diligence. Buyer shall have 46 days following the deposit of the Earnest Money ("Due Diligence Period") to terminate this Agreement if Buyer is dissatisfied with the Ditch Shares to be acquired hereunder for any reason, in which case the Earnest Money deposit shall be immediately returned to Buyer. It shall be conclusively presumed that Buyer is satisfied with the Ditch Shares if Buyer fails to send written notice to Sellers to the contrary on or before the expiration of the Due Diligence Period.
8. Assessments. All assessments levied by the New Consolidated Lower Boulder Reservoir & Ditch Company for the year 2024 and prior years shall be paid by Sellers. Assessments for the year 2025 and future years shall be paid by the Buyer.

9. Transfer and Escrow Fees. Any fees by New Consolidated Lower Boulder Reservoir & Ditch Company to complete the transfer of the Ditch Shares shall be paid by the Buyer. Sellers and Buyer agree to equally pay escrow fees to Land Title Guarantee Company.
10. Delivery of the Stock Certificate. Possession of the original certificate evidencing ownership of the Ditch Shares shall be delivered to the Buyer at the time of closing together with properly executed and notarized assignments, Special Warranty Deed, Stock Assignment, and any and all other documents necessary to effectuate the transfer of the Ditch Shares from Sellers to Buyer.
11. Closing. The closing of the purchase and sale of the Ditch Shares ("Closing") will take place on or before September 20, 2024, subject to the New Consolidated Lower Boulder Reservoir & Ditch Company's action to waive its right of first refusal occurring prior to this date. In the event the New Consolidated Lower Boulder Reservoir & Ditch Company exercises its right of first refusal to purchase the Ditch Shares, the Agreement shall automatically terminate.
12. Default. Time is of the essence herein and if any payment or any other condition thereof is not made, tendered, or performed by either party, then this Agreement, at the option of the Party who is not in default, may be terminated in which case the non-defaulting party may recover such damages as may be proper.
13. Contingencies: Delivery and Consumptive Use. This contract is contingent on a determination by Buyer, in its sole discretion, that there is adequate consumptive use transferable for the agreed price. This contract shall be contingent on any diversion structures, storage structures or other devices necessary for the delivery and use of this water being undamaged and in good working condition. This contract shall be contingent upon a waiver by the New Consolidated Lower Boulder Reservoir & Ditch Company of the right of first refusal for the Ditch Shares. Should any of the contingencies herein not be met between the date of this contract and the date of closing, this contract may, at the option of the Buyer, be declared null and void.
14. Costs and Expenses. Each party shall pay their own consulting, attorney, and brokerage fees and costs incurred as part of this transaction.
15. Notices. All notice and operational communications under this agreement shall be in writing (including electronic form) except as otherwise provided for in this Agreement. All such notices and communications shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via e-mail on the person to whom notice is given. All notices which are delivered by US Mail shall be addressed to the following address unless otherwise agreed upon by the Parties:

Buyer:

Town of Firestone
Attn: Julie Pasillas
9950 Park Ave.
Firestone, CO 80504

Sellers:

Guy W. Grigsby
6870 WCR 5
Weld County, CO 80516

Amy J. Feiling
6870 WCR 5
Weld County, CO 80516

16. Entire Agreement. This Agreement represents the complete agreement between the Parties and no oral modification shall be recognized. Any amendment or additions shall be made in writing and signed by both parties.
17. Survival of Closing. The representations, warranties and indemnities made by the Parties to this contract and the covenants and agreements to be performed or complied with by respective Parties under this contract before the closing date shall be deemed to be continuing and shall survive the closing.
18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, administrators, successors, and assigns.
19. Counterparts. The Parties may execute this Agreement in counterparts which, when taken together, shall constitute one agreement.
20. Jurisdiction and Venue. This Agreement shall be governed and its terms construed under the laws of the State of Colorado and venue shall be in the County of Weld.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by the Effective Date.

BUYER:

TOWN OF FIRESTONE

By: _____

Title:

SELLER:

GUY W. GRIGSBY

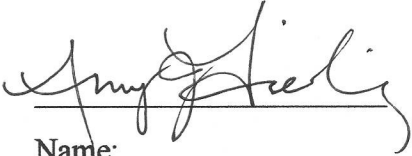
_____

Name:

Guy W. Grigsby

SELLER:

AMY J. FEILING

_____

Name:

Amy J. Feiling

DRY-UP COVENANT

This Dry-Up Covenant ("Covenant") is made and entered into on this ____ day of _____ 2024, by Amy J. Feiling and Guy W. Grigsby ("**Property Owners**"). The term Property Owners shall include any successors and assigns of the Property Owners.

RECITALS

WHEREAS, Property Owners own the property located in the NW ¼ of Section 33, Township 2N, Range 68W of the 6th P.M. (Parcel No. 131333201004) in Weld County, Colorado (the "**Property**") that was historically irrigated by five shares of Common Stock in the New Consolidated Lower Boulder Reservoir and Ditch Company;

WHEREAS, the Property owners intend to remove four (4) of the five (5) shares of Common Stock in the New Consolidated Lower Boulder Reservoir & Ditch Company represented by Share Certificate No. 135 (the four (4) of the five (5) shares are referred to as the "**Ditch Shares**") from the Property;

WHEREAS, the Property Owners have entered into a contract dated June 13, 2024, to sell the Property to Chris Carroll and Paula Carroll and Andre Papineau and Ruxandra Papineau ("**Purchasers**").

WHEREAS, before conveying the Property to Purchasers, Property Owners desire to record a perpetual dry-up covenant requiring the Purchasers and their successors and assigns to cause the dry-up of a portion of the property described in the attached Exhibit A (the "**Dry-Up Property**").

WHEREAS, the remainder of the Property not described in Exhibit A may continue to be irrigated by water from the New Consolidated Lower Boulder Reservoir & Ditch Company including the one share of Common Stock in the New Consolidated Lower Boulder Reservoir & Ditch Company to be sold to Purchasers. Property Owners shall retain the Ditch Shares and shall be entitled to enforce the terms of this Covenant against Purchasers and their successors and assigns.

WHEREAS, the Dry-Up Property shall be permanently removed from irrigation supplied by the New Consolidated Lower Boulder Reservoir & Ditch Company subject the exceptions listed in Section 5 below;

WHEREAS, Property Owners intend to submit a Water Court application and/or Substitute Water Supply Plan approval request to change the beneficial use of the Ditch Shares to include municipal uses and other beneficial uses in such locations as it may determine to be in its best interest as provided by Colorado law; and

WHEREAS, Property Owners execute this Covenant to require the Purchasers and their successors and assigns to remove the Dry-Up Property from irrigation to ensure the consumptive use of irrigation water on the Dry-Up Property ceases.

NOW THEREFORE, in consideration of the above facts and the covenants set forth below, Property Owners covenant the following:

COVENANTS

1. Property Owners covenant for themselves and all future owners of the Dry-Up Property including Purchasers that hereafter the Dry-Up Property shall be dried up and shall not be irrigated except as otherwise provided for under this Covenant. The purpose of this covenant is to ensure that Property Owners can claim the full amount of historic consumptive use credit associated with the use of the Ditch Shares on the Dry-Up Property. Property Owners further warrant and represent that this Covenant shall entitle the owner of the Ditch Shares to the first and prior right to claim credit for the dry-up or non-irrigation of the Dry-Up Property.
2. The foregoing covenant is intended to be a real covenant burdening the Dry-Up Property for the benefit of the Ditch Shares, running with the Dry-Up Property and the Ditch Shares alike, inuring to the benefit of the owners(s) the Ditch Shares, and to the limitation of Property Owners, Purchasers and future owners of the Dry-Up Property.
3. Property Owners and Purchasers and future owners of the Dry-Up Property shall take any action necessary to eliminate any consumptive use of water for irrigation purposes on the Dry-Up Property as may be determined and/or required by the Water Court or other court or tribunal of competent jurisdiction in the judgement and decree entered in any case involving the change or exchange of any of the Ditch Shares, and except as hereinafter may be specifically allowed, the Dry-Up Property shall no longer be irrigated. This may include the elimination of crops or other vegetation which consume water via subirrigation, if any, which may be present on the Property. If all or part of the Dry-Up Property is not developed, then, Property Owners, Purchasers and any future owners of the Dry-Up Property shall plant and sustain vegetation cover of the type permitted in this paragraph on the Dry-Up Property, which will be watered solely via natural precipitation and/or the irrigation sources described in paragraph 5 below, including by way of example and not limitation: a dryland grass cover or dryland agricultural crops. Property Owners, Purchasers and any future owners of the Dry-Up Property shall comply with the provisions of the Colorado Noxious Weed Act, C.R.S. § 35-5.5-101, et seq., including protecting the Dry-Up Property from noxious weeds.
4. Unless otherwise required by any decree of the Water Court , this covenant shall not prohibit Property Owners, Purchasers and any future owners of the Dry-Up Property from: a) irrigating the Dry-Up Property with water rights which may in the future be transferred to Dry-Up Property and approved for such use through an appropriate Water

Court proceeding; b) irrigating the Dry-Up Property with water which is not tributary to the South Platte River or its tributaries including not-nontributary water that is duly augmented; c) irrigating the Dry-Up Property with treated water supplied by a municipality, water district or the treated water provider and d) irrigating the Dry-Up Property with water from wells; provided all such wells are authorized to pump pursuant to a Water Court approved plan for augmentation and only to the extent those structures(s) are fully augmented as required under the plan authorizing them to pump.

5. The terms and provisions of this covenant shall not expire and shall be perpetual unless specifically released in writing by any owner of the Ditch Shares.

By: _____

Amy J. Feiling

STATE OF COLORADO, COUNTY OF WELD

The foregoing instrument was acknowledged before me on this ____ day of ____, 2024
by _____.

WITNESS my hand and official seal

My commission expires: _____

Notary Public

By: _____

Guy W. Grigsby

STATE OF COLORADO, COUNTY OF WELD

The foregoing instrument was acknowledged before me on this ____ day of ____, 2024
by _____.

WITNESS my hand and official seal

My commission expires: _____

Notary Public

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.e

Discussion/Action

Meeting Date: July 24, 2024

Initiated By:

Department: Administration

AGENDA ITEM

Resolution 24-77: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AMENDING THE BOARD OF TRUSTEES RULES OF PROCEDURES

RECOMMENDATION

Staff recommends approval

SUMMARY

Section 2, Meetings Of the Board Of Trustees, items 2.1 and 2.3 have been updated:

- 2.1 removing the meeting times
- 2.3 removing in the Richard E. Hart Training Room

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

The town attorney and the board reviewed a draft copy of the Board of Trustees Rules of Procedure at a Work Session Meeting on July 19, 2023, and adopted it at the August 9, 2023, Regular Meeting of the Board of Trustees.

BOARD STRATEGIC PLAN IMPACT

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

ATTACHMENTS

1. 24-77 Board Rules of Procedure Resolution
2. Board of Trustees Rules of Procedure

RESOLUTION NO. 24-77

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO AMENDING THE BOARD OF TRUSTEES
RULES OF PROCEDURES**

WHEREAS, the Board of Trustees desires to provide flexibility for the times of its meetings the specific times for Regular and Special Meetings has been deleted though the time of such meetings shall in accordance with the Open Meetings Law (C.R.S. 24-6-402 (2)(c)(I) be set forth in the Notice of such meetings; and

WHEREAS, since Work Sessions are now streamed they must be held at the Police and Municipal Court Building which has the necessary equipment.

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

Section 2.1 Regular Meeting and Section 2.3 Work Session of the Board of Trustees Rules of Procedure as amended and as set forth in the attached which is made a part of this resolution are approved by the Board of Trustees

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



BOARD OF TRUSTEES RULES OF PROCEDURE

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1. AUTHORITY AND PURPOSE:

- 1.1.** These Rules of Procedure are intended to supplement those set forth in Article 4 of Chapter 31 of the Colorado Revised Statutes ("C.R.S."). They are to govern the actions of the Board of Trustees in the conduct of its meetings and serve as reference for resolution of procedural matters.

2. MEETINGS OF THE BOARD OF TRUSTEES:

- 2.1. Regular meeting:** The Board of Trustees ("collectively "Board" or "Trustees" or individually "Trustee") shall generally meet in regular session on the second and fourth Wednesdays of each month. All regular meetings shall be held at the Police and Municipal Court Building, located at 9950 Park Avenue, Firestone CO 80504, unless otherwise determined by the Board.
- 2.2. Pre-Meeting:** Prior to the convening of a regular meeting, the Board may meet to review the regular meeting's agenda at a pre-meeting, which will be held at the Police and Municipal Court Building, located at 9950 Park Avenue, Firestone CO 80504, in the Richard E. Hart Training Room.
- 2.3. Work Session:** The Board shall generally meet in work session on the third Wednesday of each month. All work sessions shall be held at the Police and Municipal Court Building, located at 9950 Park Avenue, Firestone CO 80504, unless otherwise determined by the Board. The Board may use work sessions to discuss, review and establish upcoming agenda topics for regular meetings or work sessions. Work sessions are for the Board's internal discussion of matters, the public may attend these sessions but public comment shall not be received during work sessions, and no final action shall be taken during a work session.
- 2.4. Special meetings:** Special meetings, which may be either a regular meeting or work session, are those held on any other date other than the date of the regular meetings or work sessions. Special Meetings may be called by the Mayor, at the request of three (3) Trustees as conveyed to the Mayor, by the Town Manager after notice to the Mayor, or by a motion at a regular meeting approved by a majority of the Board present. Notice of the Special Meeting shall be conveyed by telephone or electronically to the Board by the Town Clerk.

3. ELECTRONIC PARTICIPATION MEETINGS:

- 3.1. Purpose:** The purpose of this policy is to specify the circumstances under which Trustees may participate in regular work sessions or special meetings by telephone or other electronic means of participation, such as video-conferencing ("Electronic Participation"). Electronic Participation has inherent limitations because Electronic Participation effectively precludes a Trustee from contemporaneously observing documentary information presented during meetings, from fully evaluating a speaker's non-verbal language in assessing veracity or credibility, and from observing nonverbal explanations (pointing at graphs and charts) during a speaker's presentation or testimony. The Board finds that these limitations in Electronic Participation may produce

inefficiencies in meetings and may undermine the decision-making process and thus desires to permit Electronic Participation only under emergency situations.

3.2. Policy: A Trustee may participate by Electronic Participation in a Board meeting only in accordance with this policy.

3.3. Emergency Situations: In the event a quorum is unable to meet in-person at the day, hour, and place fixed by the rules and procedures of the Board because it is not practical or prudent due to an emergency resulting from, for example, an accident, illness, weather condition or other natural disaster, epidemic or pandemic; meetings necessary to conduct Town business may be conducted by Electronic Participation only if all of the following conditions are met:

- i. The Town Manager or the Mayor determines that meeting in person is not practical or prudent, because of an emergency;
- ii. All Trustees can hear each other or otherwise communicate with each other and can hear or read all discussion and testimony in a manner designed to provide maximum participation;
- iii. Members of the public present at the meeting location can hear or read all discussion, testimony and votes, unless not feasible due to the emergency. In the event that the nature of the emergency precludes allowing the physical attendance of the public, appropriate arrangements, if feasible, will be made to allow the public to remotely observe or listen to the meeting and provide comment as permitted in these Rules of Procedure.
- iv. At least one (1) Trustee is present at the meeting location, unless not feasible due to the emergency;
- v. All votes are conducted by roll call;
- vi. Minutes of the regular or special meeting are taken and promptly recorded, and such records are available for public inspection; and
- vii. To the extent possible, full and timely notice is given to the public setting forth the time and format of the meeting, advising that Trustees and the public may participate electronically.

3.4. Arranging for Electronic Participation: To arrange to participate via Electronic Participation, a Trustee shall:

- i. Contact the Mayor, Town Manager, and Town Clerk before the meeting to determine if an arrangement for Electronic Participation is possible. Trustees shall endeavor to advise the Town Clerk of their intent to participate via Electronic Participation at the earliest possible time and not less than twenty-four (24) hours prior to the requested participation.
- ii. The Town Clerk shall, to the extent feasible, initiate the Electronic Participation not more than ten (10) minutes prior to the scheduled time of the meeting. Upon disconnection during a meeting, the Town Clerk shall attempt to re-initiate the connection.

3.5. Effect of Electronic Participation:

- i. Electronic Participation, except as specifically provided herein, shall only constitute actual attendance for meetings during which no quasi-judicial matters will be heard, considered or decided.
- ii. Electronic Participation except as specifically provided herein shall not be available for executive sessions, as to permit participation in executive sessions may preclude assured compliance with the executive session procedures of the Open Meeting Law.

- 3.6. Limited Applicability of Policy:** This Policy shall, except as otherwise provided herein, apply only to regular meetings, special meetings, pre-meetings and work sessions of the Board.
- 3.7. Reasonable Accommodations:** The Town shall provide reasonable accommodation and may modify this Policy' members of the Board or the public with a hardship to access Board meetings.
- 3.8. Executive Session:** Electronic Participation shall not be available for executive sessions except in the event of a local disaster emergency where the executive session, to the extent feasible, complies with all requirements of the Open Meetings Act and the required notice in addition to setting forth the permitted purpose and statutory cite as set forth in C.R.S. §24-6-402 (4) expressly states the immediate necessity for the executive session. In addition, all persons participating in the executive session shall take all necessary measures to ensure that the confidentiality of the executive session is maintained, and no participant shall permit any non-participant to hear, see or otherwise have access to an executive session or related materials.
- 3.9. Quasi-Judicial Matters:** Electronic Participation may hold quasi-judicial matters in the event of a local disaster emergency subject to the requirements set forth herein. In the event that an application is scheduled for a public hearing that is a quasi-judicial matter and, due to applicable timelines, must be held during the time that a local disaster emergency is in effect, the Town shall notify the applicant of such circumstances and present the applicant with options for proceeding with the application. Upon notice from the Town, the applicant shall authorize the Town, in writing, to proceed with one of the following options:
- i. Conduct the public hearing under this policy with accommodations made for Electronic Participation by the applicant and the public, subject to the applicant waiving, in writing, any legal challenge on the basis that the hearing will be conducted via Electronic Participation; or
 - ii. Suspend any and all review and decision deadlines until such time that the local disaster emergency declaration is terminated and the Board can schedule a meeting at which an in-person quorum will be present.
 - iii. To the extent reasonably possible, the Board shall provide adequate opportunity for the applicant and the public to participate in the quasi-judicial matter in a manner that approximates as closely as possible the opportunity that is routinely provided during in-person meetings, for example, an opportunity for members of the public to comment on the application during the public comment portion of the hearing. Such opportunity shall include, at a minimum, the ability for the public to listen and comment by telephone or electronically during the hearing. Nothing in this policy shall prevent members of the public from submitting written comments in advance of the meeting at which the quasi-judicial matter will be considered. If written comments are received on a quasi-judicial matter being considered at a meeting conducted via Electronic Participation, such comments shall be read into the record by the Town Clerk, the Mayor, or a member of Town staff.
 - iv. Any documents, exhibits, or other materials (collectively, "Materials"), to be presented by the applicant, Town staff, other parties (if any), or members of the public during the public hearing must be clearly marked for identification and must be submitted to the Town Clerk at least five (5) days prior to the hearing date, in addition to any obligation of the applicant, Town staff, or other parties, if any, may have by law to provide such materials to other parties prior to the

hearing. Notice of the public hearing issued by the Town shall include notice of this requirement to submit Materials to the Town Clerk and shall state where, how, and when such Materials must be submitted. The Town Clerk will include the Materials in the Board packet with a cover sheet identifying the name of the party submitting the materials and will make such materials available to the public on the Town's website and or Town Hall if feasible at least 24 hours before the hearing.

- v. The public hearing, discussion, and decision participants should identify themselves for the record upon speaking or asking questions. The Mayor will endeavor to ensure the participants in the public hearing clearly identify themselves and any Materials referenced during the hearing for purpose of creating an adequate record.
- vi. A record of the public hearing, including all presentations, testimony, documents, and other materials submitted, discussion, and decision shall be made and kept by the Town, including a full audio recording or, if the meeting is conducted using video, a full audio and video recording.

3.10. Notice: In the event of an Electronic Participation meeting, notice and the procedure for public participation shall be posted at Town Hall and published on the Town's website, www.firestoneco.gov, and such other electronic means as the Town deems appropriate.

4. BOARD MEETING PARTICIPANT DUTIES:

4.1. Mayor: The Mayor shall be considered a member of the governing body and the Board of Trustees and shall preside over meetings of the Board of Trustees. The Mayor shall not be counted for purposes of determining the requisite quorum for any matter of the Board. The Mayor shall not vote on any matter that comes before the Board, except in the case of a tie vote. Any ordinance adopted and any resolutions authorizing the expenditure of money or the entering into of a contract shall be subject to disapproval by the Mayor as provided by state law (C.R.S. 31-16-104). Duties of the Mayor as presiding officer include:

- i. Open the meeting at the appointed time, and call the meeting to order.
- ii. Announce the business coming before the Board in accordance with the agenda.
- iii. Control the proceedings of the meeting and recognize Trustees, staff, and members of the public who are entitled to the floor.
- iv. State or cause to be stated and put to a vote all matters that come before the Board and announce the results of the vote.
- v. Enforce the Board's debate, order, and decorum rules.
- vi. Decide all questions of order.
- vii. Adjourn the meeting.

4.2. Mayor Pro Tem: At the first meeting following each regular election, the Board shall elect from one of the Trustees a Mayor Pro Tem, who shall in the Mayor's absence or inability to act, perform the Mayor's duties.

4.3. Temporary Chair: In the event that both the Mayor and the Mayor Pro Tem are absent or unable to act, the Board shall elect from one of the Trustees a Temporary Chair who shall perform the Mayor's duties.

4.4. Trustees: Trustees are expected to attend and participate in all Board meetings and sessions.

- 4.5. In the event of illness or absence, Trustee's should notify the Mayor and the Town Clerk as soon as possible prior to the applicable Board meeting or event.
- 4.6. Trustees who desire to be excused from a Board meeting should make such request to the Mayor, with as much advance notice as practicable. If the Mayor is so advised, the Mayor shall, upon completion of roll call request a motion to excuse the Trustee.
- 4.7. **Executive staff:** The Town Manager and the Town Attorney, or their designees, shall, unless excused, attend all regular and special meetings of the Board. The Town Attorney, upon request of the Board, shall provide either a written or oral opinion on questions of law.
- 4.8. **Town Clerk:** The Town Clerk, or designee, shall attend all meetings of the Board and shall keep the official journal of proceedings, and perform other such duties as may be requested by the Board.

5. AGENDA & NOTICE OF MEETINGS:

- 5.1. The Town Manager shall establish the agenda subject to the Mayor's approval. Trustees who desire to place an item on the agenda must first obtain the approval of the Mayor. During Trustee Reports, a Trustee may request an item be placed on an upcoming meeting agenda and such will occur upon the consensus of the majority of the Board present.
- 5.2. The Town Clerk shall prepare all meeting agendas upon the direction of the Town Manager.
- 5.3. Generally no later than Friday preceding the regular meeting, or work session the Town Clerk will publish on the Town's website a packet including the agenda for the next meeting showing the order of business and as applicable, related minutes.
- 5.4. Included in the packet will be Agenda Item Memos in addition to supporting documentation such as resolutions or ordinances, and agreements. Trustees are responsible for thoroughly reviewing all packet materials prior to the applicable meeting. If a Trustee has a question for staff, the Trustee should contact the Town Manager a reasonable period of time prior to the meeting so that staff may prepare a response. Any written responses of staff shall be provided to all Trustees.
- 5.5. A notice of meeting shall be posted and published on the Town Website no less than twenty-four (24) hours prior to the holding of the regular, special meeting, or work session. Notices shall also be posted as set forth herein at the location designated by the Board of Trustees by resolution at the first regular meeting of each calendar year.
- 5.6. **Proclamations:** The purpose and procedure for placing a proclamation on an agenda is as follows:

Purpose:

- i. Ceremonial for recognition for a special event or activity.
- ii. Honor persons or groups service to or for the Town.
- iii. Nationally recognized events or activities of local interest.

Procedure:

- i. Trustee's may request proclamations for the above purposes and staff will assist Trustees as needed.

- ii. When applicable, a representative of the subject entity should be present to accept the proclamation.

6. MEETING PROCEDURES: The order of business shall be as follows (unless amended by a majority of the quorum present):

- i. **Call to Order & Roll Call** (by presiding officer)
- ii. **Pledge of Allegiance**
- iii. **Approval of Agenda** The Town Manager may subject to the requirements of the Open Meetings Law request the Board amend the agenda. Amendments to the agenda must be approved by a majority of the Trustees present.
- iv. **Consent Agenda** Includes items that may be approved without discussion or debate though Trustees may request removal of any item from the Consent Agenda allowing for questions and discussion of the item.
- v. **Public Comment** Opportunity for the public to comment on any item not scheduled for public hearing. The Board of Trustees shall not engage in dialogue or answer questions posed during public comment. Trustees may request that staff prepare a response to any inquiry brought forward during public comment.
- vi. **Proclamations**
- vii. **Presentations** may be made as part of an agenda item.
- viii. **Land Development** Action items and public hearings pertaining to land use.
- ix. **Discussion/Action** Ordinances and resolutions for which the Town Clerk will assign a number prior to the meeting.
- x. **Public Comment** Second opportunity for the public to give public comment.
- xi. **Staff Reports** Includes information from staff that is advisory or may require Board action at a later meeting.
- xii. **Mayor & Trustees Reports** Trustees have the opportunity to report on their activities as they relate to the Town and bring forth matters for future consideration by the Board.
- xiii. **Executive Session** (on an as-needed basis only). The placement of the Executive Session within the agenda may be changed as determined to be appropriate by the Board.
- xiv. **Adjournment.**

6.1. Public Comment: Persons seeking to speak at public comment shall first sign a public comment sheet listing their name, address, and if they are speaking on a specific item on the agenda. The Town Clerk will prepare public comment sheets, and separate sheets will be available for public comment and for Public Hearings.

- i. The Town Clerk will deliver the public comment sheets to the Mayor, who will read the name aloud of the person(s) who desire to speak in the order they signed up.
- ii. Prior to making comments, each person shall, for the record, state their name and address. If any person neglects to do this, the Mayor will ask for this information.
- iii. Public comment is limited to thirty (30) minutes per meeting. Public comment is limited to three (3) minutes per person, and no person may convey any of their allotted time to another person nor speak on behalf of any other person. each speaker's time will be monitored, and the Town

Clerk will advise the Mayor when a person's three (3) minute time period has expired or the 30-minute time period has expired. At such times the Mayor shall, as appropriate, advise the person that their time has expired or close public comment

iv. The Board of Trustees shall not respond to public comments in session.

6.2. Public Hearings: if required by law, shall be conducted as follows:

- i. The presiding officer shall read the title of the ordinance or resolution into the record and open the public hearing;
- ii. Staff presentation
- iii. Applicant/petitioner presentation
- iv. Public comment
- v. Presiding officer closes the public comment portion of the public hearing
- vi. Applicant/ petitioner or staff has the opportunity to respond to public comments and questions
- vii. Board questions (questions may be asked of the applicant/ presenter, their representative, or staff)
- viii. Presiding officer closes the public hearing
- ix. Board comments and discussion
- x. Board motion and action

6.3. All persons, excluding Town staff, who desire to provide evidence or testimony at a public hearing shall be sworn in by the presiding officer prior to giving such evidence or testimony. This shall be done in the manner as follows.

6.4. Prior to taking evidence or testimony, the presiding officer shall, after the person arrives at the podium and provides their name, and state, "Please raise your right hand. Do you swear or affirm that the evidence and testimony you will give is true?"

6.5. This procedure may be repeated as necessary in order to allow all those wishing to testify or give evidence to address the Board under oath.

7. VOTING:

7.1. Votes may be taken by voice vote or roll call vote. A voice vote is achieved by asking those in favor of an item to indicate such as a group and then by asking those in opposition to an item to likewise indicate such as a group. A roll call vote is achieved by having each Trustee individually indicate their vote in favor of or in opposition to the item. The Mayor announces the results of all votes.

7.2. Roll call votes are recorded in the minutes and indicate the names of the Trustees who voted in favor or in opposition. Any Trustees may call for a roll call vote at any time.

7.3. All ordinances, resolutions, and orders for the appropriation of funds require an affirmative vote of a majority of the entire Board. (C.R.S. § 31-16-103). A majority of the quorum present may approve all other actions. No votes may be taken unless a quorum meaning four (4) Trustees excluding the Mayor are present.

7.4. All ordinances and resolutions that require the appropriation of funds or by which the Board enters into a contract shall be voted on by a roll call vote.

- 7.5. No Trustee shall be permitted to abstain from voting, except if such Trustee has a personal or private interest (conflict of interest) in the matter, as set forth in C.R.S. § 24-18-109 and Code of Conduct, Chapter 2.05 of the Firestone Municipal Code. If a conflict exists, the Trustee shall disclose such interest to the Board and shall not vote thereon and refrain from attempting to influence the decisions of other members of the Board, and leave the chambers during the discussion and vote concerning the matter.

8. MOTIONS:

- 8.1. All matters before the Board shall be introduced by motion. A motion refers to a formal proposal by a Trustee seeking specific action by the Board generally preceded by the statement "I move that...". However, if the motion is lengthy or complex, it should be put in writing. Motions shall be put in writing if requested by two Trustees.
- 8.2. All motions must be seconded in order for discussion and a vote to occur.
- 8.3. The following steps shall be taken for the presentation and disposition of motions:
- i. The presiding officer recognizes a Trustee.
 - ii. The Trustee proposes a motion.
 - iii. Another Trustee seconds the motion. If a second is not made by a Trustee the motion fails.
 - iv. The presiding officer may cause the motion to be restated.
 - v. The Board debates/discusses the motion (amendments to the motion or other substitute motions may be made during the debate/ discussion).
 - vi. Vote is taken and the presiding officer announces the results of the vote.
- 8.4. **The following Motions are the most commonly used:**
- vii. **Motion to Amend:** A motion to amend is only applicable to the main motion before the Board. It may take the form of inserting, striking out or amending words, sentences, numbers or paragraphs. The motion is debatable and a majority of the quorum present is required for approval. It is proper to make a motion to amend an amendment. Motions shall be discussed in the reverse order from which they were proposed.
 - viii. **Motion to Continue Matter to a Date Certain:** A motion to continue has the effect of moving an item to a future agenda. The motion shall include the date to which the item is being continued.
 - ix. **Motion to Lay on the Table:** This motion is used to set aside an item currently under discussion for a more pressing matter. It is not used to "kill" an item. Once the more pressing matter has been disposed with, a motion to take from the table is in order. This motion shall be made at the same meeting.
 - x. **Motion to Postpone Indefinitely:** Approval of this motion effectively "kills" the item as it removes the item from the Board's consideration without discussion or a vote on the item. If the motion fails, a discussion on the motion, and a vote, can be had.
 - xi. **Motion to Call the Question:** This motion is used to cut off debate and to bring an immediate vote on the pending motion. A motion to call the question requires a two-thirds vote of the quorum present to prevail. This motion cannot be made while a Board member has the floor. A vote is first taken on the motion; if successful, the debate is halted and a vote on the main

motion is made. If the vote on the motion to call the question fails, debate on the main motion may continue.

- xii. **Motion to Reconsider:** A motion to reconsider must be made at the same meeting at which the action occurred, or at the next following regular meeting. The motion must be made by a Trustee who voted on the prevailing side and the Trustee shall so state that in their motion. The second need not be a Trustee from the prevailing side. Debate is limited to discussion of the reasons for reconsideration. A vote is then taken on the motion to reconsider. Passage requires two-thirds of the quorum present. The passage of a motion to reconsider suspends all action on the original motion. The original matter is then placed before the Board in the exact form it was in when initially acted upon by the Board though the Board may set the vote for a later regular meeting. No further reconsideration can be granted once the vote is taken and the results are determined.
- xiii. **Motion for Executive Session:** Executive sessions which allow the Board to discuss matters in a closed setting are expressly permitted by the Colorado Open Meetings Law C.R.S. Part 4 Title 26, for specified topics and require the announcement of the topic of discussion including the specific statutory citation which authorizes an executive session. Executive sessions require the affirmative vote of two-thirds of the quorum present. Executive Sessions including all comments and documents disclosed therein are confidential and may not be disclosed to any party not a participant in the Executive Session.

8.5. Any Trustee may withdraw their seconded motion prior to a vote on that motion.

8.6. When a main motion is before the Board, no other business or motion may be brought before the Board except for a secondary or subsidiary motion as follows: motion to amend, motion to continue, motion to lay on the table, motion to postpone indefinitely, or motion to call the question, These subsidiary motions shall have precedence in the order indicated.

9. MISCELLANEOUS:

9.1. **Point of Order:** When a Trustee believes that the Rules of Procedure are being violated the Trustee may make a Point of Order calling upon the presiding officer for a ruling and enforcement of the Rule of Procedure. It does not require a second and is not debatable but with the presiding officer's consent, the requesting Trustee may explain the matter.

10. ORDINANCES & RESOLUTIONS:

- 10.1. All ordinances and resolutions, except those appropriating funds, require an affirmative vote of the majority of the quorum in order to be adopted. Ordinances or resolutions for the purpose of appropriating funds require an affirmative vote of the majority of the Board.
- 10.2. Ordinances adopting Codes by reference shall adhere to the requirements set forth in C.R.S. Part 2, Article 16, Title 31. Resolutions are effective upon passage.
- 10.3. The Town Clerk is responsible for maintaining a public record of all ordinances and resolutions.

11. GENERAL RULES:

- 11.1. Trustees shall occupy seats in the Board Room as assigned to them by the Mayor, except that the Mayor Pro Tem shall occupy the seat immediately to the right of the Mayor. New seat assignments shall be made after each regular municipal election.
- 11.2. Trustees should not engage in conversation or commit any other act which may distract the attention of any other Trustee from the business at hand.
- 11.3. Trustees shall, when speaking, confine their remarks to the matter under discussion.
- 11.4. Any Trustee may protest any action of the Board and upon acknowledgment by the presiding officer, state the reasons therefore and have such entered into the record.
- 11.5. The Chief of Police, or their designee, shall be charged with maintaining the peace at all meetings of the Board.
- 11.6. The presiding officer may call a recess during a meeting setting forth the approximate time of the recess to provide for a temporary break for the convenience of all present, to quell a disturbance, or at the request of a majority of the Board. The call for a recess should occur between items of business.
- 11.7. The presiding officer shall recognize each board member before speaking.
- 11.8. The Town Clerk shall maintain an account of all proceedings of the Board, which shall constitute the official record of the Board. All public records shall be kept in accordance with the Colorado Open Records Act C.R.S. § 24-72-200.1 et seq.
- 11.9. The Town Clerk shall prepare all minutes, which shall be a record of the actions taken at the meeting, but not a verbatim transcript of what was stated by the Board and any participants. The minutes shall contain a separate paragraph for each item or subject matter. They should reflect each item considered and the disposition of each motion or matter on which action is taken. Comments by Trustees or other participants may be summarized.
- 11.10. The minutes may be corrected or amended by a motion of a Trustee. If the correction is minimal or insubstantial ("Scrivener's error"), Trustees should contact the Town Clerk prior to the meeting. A corrected copy of the minutes shall then be prepared for approval by the Board at the next regular meeting.

12. AMENDMENTS/ SUSPENSION:

- 12.1. These Rules of Procedure may be amended by the Board by a majority vote of the entire Board. Any amendments shall be submitted to the Board in writing preceding formal discussion and action.
- 12.2. Any provision of these Rules of Procedure not governed by state statute or the municipal code may be temporarily suspended at any regular or special meeting by a majority vote of the quorum present. The vote shall be entered into the record of the meeting, and when making a motion to suspend, the Trustee must specifically state the rule being suspended and the purpose for the suspension.

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.f

Discussion/Action

Meeting Date: July 24, 2024

Initiated By:

Department: Economic Development

AGENDA ITEM

Private Activity Bond - Discussion

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.: 10.a

Executive Session

Meeting Date: July 24, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

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

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