



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

July 14, 2021
7:00 PM
9900 Park Avenue
Firestone, CO 80504

PRE-MEETING WORK SESSION 6:30 PM IN THE TRAINING ROOM

AGENDA FOR THE WORK SESSION IS A DISCUSSION OF THE REGULAR MEETING AGENDA BELOW

REGULAR MEETING 7:00 PM IN THE COURT ROOM

1. Access Information

- a. Town of Firestone is inviting you to a scheduled Zoom meeting.

Topic: 07-14-2021 Board of Trustees Meeting
Time: Jul 14, 2021 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89992215818?pwd=L3c1MkQ1aDJ3NldKWjgxbkZwN2doQT09>

Meeting ID: 899 9221 5818

Passcode: 757702

One tap mobile

+13462487799,,89992215818#,,, *757702# US (Houston)

+16699009128,,89992215818#,,, *757702# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 899 9221 5818

Passcode: 757702

Find your local number: <https://us02web.zoom.us/j/89992215818?pwd=L3c1MkQ1aDJ3NldKWjgxbkZwN2doQT09>

2. Call to Order & Roll Call

3. Pledge of Allegiance

* 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.

4. Approval of Agenda

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

6. Consent Agenda

- 6.a.** Approval of June 23, 2021 Meeting Minutes
- b.** Approval of June 30, 2021 Meeting Minutes
- c.** **Resolution 21-85**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND E-Z EXCAVATING INC FOR THE INSTALLATION OF A POTABLE WATER LINE AND APPURTENANCES FOR THE ST VRAIN WATER TREATMENT PLANT TRANSMISSION PIPELINE PROJECT
- d.** **Resolution 21-86**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, TERMINATING THE TOWN OF FIRESTONE'S MARCH 25, 2020 DECLARATION OF LOCAL DISASTER REGARDING THE COVID-19 PANDEMIC

7. Land Development

- a.** **PUBLIC HEARING: Resolution 21-84**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, MAKING CERTAIN FINDINGS OF FACT AND CONCLUSIONS REGARDING THE PROPOSED ANNEXATION OF A PORTION OF WELD COUNTY ROAD 19 TO THE TOWN OF FIRESTONE, COLORADO (FIRESTONE COUNTY ROAD 19 ANNEXATION NOS. 1-8)
- b.** **Ordinance 996**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ANNEXING THE PROPERTY KNOWN AS FIRESTONE COUNTY ROAD 19 ANNEXATION NOS. 1 THROUGH 8 TO THE TOWN OF FIRESTONE, COLORADO AND APPROVING AN ANNEXATION AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF WELD COUNTY
- c.** **PUBLIC HEARING: Ordinance 997**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING INITIAL ZONING OF CERTAIN LAND, FULLY DESCRIBED HEREIN, TO TOWN OF FIRESTONE PLI – PUBLIC LANDS AND INSTITUTIONS ZONING DISTRICT

* 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.

8. Discussion/Action

- a. **Resolution 21-81**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING MASTER SERVICES PURCHASING AGREEMENTS BETWEEN THE TOWN OF FIRESTONE AND AXON ENTERPRISES, INC. FOR CLOUD SERVICES, CUSTOMER EXPERIENCE PROGRAM, BODY WORN CAMERA FULL SERVICES, TASER 7 EQUIPMENT AND SERVICES, AUTO-TAGGING, FLEET, AXON RESPOND AND ADD-ON SERVICES
- b. **Ordinance 998**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO REPEALING AND REENACTING IN ITS ENTIRETY CHAPTER 5 OF THE MUNICIPAL CODE OF THE TOWN OF FIRESTONE REGARDING TRANSIENT MERCHANTS, SOLICITORS AND PEDDLERS
- c. **Resolution 21-83**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUBRECIPIENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
- d. **Resolution 21-82**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VIA MOBILITY SERVICES
- e. Marijuana Initiative Discussion

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

10. Reports

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

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.

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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
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Consent Agenda

Meeting Date: July 14, 2021

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of June 23, 2021 Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of June 23, 2021 Draft Meeting Minutes

ALTERNATIVES

ATTACHMENTS

1. June 23, 2021 Draft Meeting Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
June 23, 2021

1. Access Information

- a. Town of Firestone is inviting you to a scheduled Zoom meeting.

Topic: 06-23-2021 Board of Trustees Meeting

Time: Jun 23, 2021 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84538635010?pwd=amprN0ZUalBMc01Ua01LZU0rcE15Zz09>

Meeting ID: 845 3863 5010

Passcode: 430737

One tap mobile

+16699009128,,84538635010#,,, *430737# US (San Jose)

+12532158782,,84538635010#,,, *430737# US (Tacoma)

Dial by your location

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+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

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Meeting ID: 845 3863 5010

Passcode: 430737

Find your local number: <https://us02web.zoom.us/j/84538635010?pwd=amprN0ZUalBMc01Ua01LZU0rcE15Zz09>

2. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on June 23, 2021, at the Police Department & Municipal Court Building, 9900 Park Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:00 PM.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Frank A. Jimenez

Trustees: Don Conyac
David Whelan
Samantha Meiring
Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Dave Lindsay, Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning; Jessica Koenig, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

3. Pledge of Allegiance

Mayor Sindelar led the pledge of allegiance.

4. Approval of Agenda

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve the Agenda

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

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

Trent John gave public comment regarding his opposition to the recall petition effort and expressed his support of the Board of Trustees.

JoAnn Kidd gave public comment regarding the American Legion events and the special event application process.

Rick Patterson gave public comment regarding his disappointment that meetings were not video recorded and about the recall petition effort.

6. Consent Agenda

Motion by Trustee Conyac, **second** by Trustee Meiring, to Approve the Consent Agenda

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

6.a. Approval of June 9, 2021 Meeting Minutes

b. **Resolution 21-76:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN

CESARE INC AND THE TOWN OF FIRESTONE FOR GEOTECHNICAL SERVICES
FOR THE ST VRAIN WATER TREATMENT PLANT'S INJECTION WELL PADS

- c. **Resolution 21-77:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SECOND AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND McGRANE WATER ENGINEERING, LLC.
- d. Reappointment of Julie Pasillas and Dave Lindsay to the St. Vrain Water Authority Board of Directors

7. Discussion/Action

- a. **Resolution 21-80:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN ST. VRAIN SANITATION DISTRICT AND THE TOWN OF FIRESTONE FOR SEWER SERVICE

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Whelan, to Approve **Resolution 21-80:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN ST. VRAIN SANITATION DISTRICT AND THE TOWN OF FIRESTONE FOR SEWER SERVICE

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- b. **Ordinance 995:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ENACTING SECTION 2.14.020, FAIR CAMPAIGN PRACTICES OF THE MUNICIPAL CODE OF THE TOWN OF FIRESTONE

Motion by Trustee Sharp, **second** by Trustee Conyac, to Approve **Ordinance 995:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ENACTING SECTION 2.14.020, FAIR CAMPAIGN PRACTICES OF THE MUNICIPAL CODE OF THE TOWN OF FIRESTONE

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

c. Police Department Compliance Issues Discussion

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

Tom Mason gave public comment regarding a few questions for Board.

Rick Patterson gave public comment regarding demographics of Town employees, inquired about an update on broadband, and voiced concerns.

9. Reports

9.a. Staff

Mr. Krieger reported on the topic of staff salaries.

9.a.i. May Financials

9.b. Mayor

9.c. Trustees

Trustee Meiring commented on Mr. Krieger's report and the staff vacancies from 2018.

Trustee Conyac thanked Mr. Krieger for clearing up any confusion and for building an organization, and complimented Mr. Krieger for being a good Town Manager. Trustee Conyac also reported on Neighbors Point Park kick-off, talked about formal rules of business during meetings, and that Chat with Trustees events are the forum to have a conversation.

Mayor Pro Tem Jimenez inquired if staff received pay increases in 2020. Mr. Krieger reported that no staff members received a pay increase last year in the Town.

Trustee Sharp gave public comment regarding the limits to how the Board can respond to questions during public comment and encouraged residents to attend Chat with Trustees events.

Trustee Whelan asked Mr. Krieger if he had ever spoken with or if Bill had spoken with Mr. Young regarding marijuana initiatives. Mr. Krieger said he never spoke to Mr. Young.

Trustee Conyac reported that next month is the last work session regarding the Central Park Master Plan.

Trustee Whelan commented that the Police Department has his support.

10. Executive Session

- a. An executive session for a personnel matter pursuant to C.R.S. 24-6-402(4)(f)(I)- regarding an employment matter concerning the Chief of Police.

Motion by Trustee Conyac, **second** by Trustee Whelan, to go into an executive session for a personnel matter pursuant to C.R.S. 24-6-402(4)(f)(I)- regarding an employment matter concerning the Chief of Police. All in Favor, **Motion carried.**

open: 8:57 PM

close: 11:01 PM

- b. An executive session for conferences with attorneys for the Board of Trustees pursuant to C.R.S. 24-6-402(4)(b)- for the purpose of receiving legal advice on specific legal questions regarding the operation of the Police Department.

Motion by Trustee Meiring, **second** by Trustee Conyac, to go into an executive session for conferences with attorneys for the Board of Trustees pursuant to C.R.S. 24-6-402(4)(b)- for the purpose of receiving legal advice on specific legal questions regarding the operation of the Police Department. All in Favor, **Motion carried.**

open: 11:08 PM

close: 11:53 PM

11. Adjournment

Introduced and Approved the 14th of July, 2021.

TOWN OF FIRESTONE, COLORADO

ATTEST

Bobbi Sindelar, Mayor

Jessica Koenig, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.b

Consent Agenda

Meeting Date: July 14, 2021

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of June 30, 2021 Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of June 30, 2021 Draft Meeting Minutes

ALTERNATIVES

ATTACHMENTS

1. June 30, 2021 Draft Meeting Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Special Meeting
MINUTES
June 30, 2021

1. Access Information

- a. Town of Firestone is inviting you to a scheduled Zoom meeting.

Topic: 06-30-2021 Special Board of Trustees Meeting
Time: Jun 30, 2021 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82856019181?pwd=cmNNOXhGLzJ1T29LQmd4VnVXUEJkdz09>

Meeting ID: 828 5601 9181

Passcode: 474056

One tap mobile

+16699009128,,82856019181#,,,,*474056# US (San Jose)

+12532158782,,82856019181#,,,,*474056# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 828 5601 9181

Passcode: 474056

Find your local number: <https://us02web.zoom.us/j/82856019181?pwd=cmNNOXhGLzJ1T29LQmd4VnVXUEJkdz09>

2. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Special Meeting on June 30, 2021, at the Police Department & Municipal Court Building, 9900 Park Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:00 PM

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Frank A. Jimenez

Trustees: Don Conyac
David Whelan
Samantha Meiring
Sean Doherty

Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Jessica Koenig, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

3. Pledge of Allegiance

Mayor Sindelar led the pledge of allegiance.

4. Approval of Agenda

Motion by Trustee Meiring, **second** by Trustee Conyac, to Approve the Agenda, All in Favor, **Motion carried.**

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

Lou Matthews gave public comment regarding questions in terms of the Police Department.

6. Presentation

a. Police Department Audit Report

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

Chris Woody gave public comment regarding Agenda Item 6a.

Tim Kerns gave public comment regarding Agenda Item 6a.

Paul Painter gave public comment regarding Agenda Item 6a

Chris Underwood gave public comment regarding Agenda Item 6a.

8. Adjournment

Motion by Trustee Doherty, **second** by Trustee Meiring, to Adjourn at 8:37 PM, All in Favor, **Motion carried.**

Introduced and Approved the 14th of July, 2021.

TOWN OF FIRESTONE, COLORADO

ATTEST

Bobbi Sindelar, Mayor

Jessica Koenig, Town Clerk

DRAFT

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.c

Consent Agenda

Meeting Date: July 14, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-85: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND E-Z EXCAVATING INC FOR THE INSTALLATION OF A POTABLE WATER LINE AND APPURTENANCES FOR THE ST VRAIN WATER TREATMENT PLANT TRANSMISSION PIPELINE PROJECT

SUMMARY

The St. Vrain WTP Transmission Pipeline Project will deliver treated water from the new St. Vrain Water Treatment Plant to the Town's distribution system. Phase 1 of the project will begin at the treatment plant site and extend south about 2.5 miles into Firestone and connect to the existing distribution system at two locations along Frontier Street. Future phases of the pipeline will extend it all the way to the Town's water tank site on Cleveland Hill, southeast of Old Town. A pump station located at the water treatment site is currently under construction and will deliver water to this pipeline. Because of the limited availability of PVC pipes in the size needed for this project, the Town has also previously entered into a procurement agreement to have the pipe manufactured and delivered in time for installation with this project.

Firestone invited 12 pipeline construction contractors to bid on the St. Vrain WTP Transmission Pipeline Project using the Town's form large construction contract documents (EJCDC Bidding and Contract documents). The bid form requested pricing for the base project cost and pricing for an alternate portion of the project.

E-Z Excavating, Inc. of Frederick submitted the lowest responsive and qualified bid, with a base bid of \$3,480,936.00 (base bid, not including the alternate). The bids were evaluated by the design engineering team (Stantec), and they have provided us with a letter confirming E-Z as the lowest responsive and qualified bidder and have recommended awarding them the construction contract. We have also determined that because of the favorable prices with the base bid, it will not be necessary to advance the alternate element and recommend the project be awarded for the base bid. A Notice of Award of the construction contract is presented here for consideration and action by the Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION

On March 25, 2020, the Board of Trustees approved Resolution 20-39 adopting the Firestone 2020-2050 Water Action Plan.

On July 8, 2020, the Board of Trustees approved Resolution 20-68 approving a design services agreement with Wenk Associates, Inc. to design a pump station and pipeline to transmit potable water from the St Vrain Water Treatment Plant the Firestone water distribution system.

On June 9, 2021, the Board of Trustees approved Resolution 21-72 approving the procurement of PVC Pipe from Dana Kepner Company.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution awarding the construction contract for the St Vrain WTP Transmission Pipeline Project to E-Z Excavating, Inc. for an amount not exceed \$3,480,936.00 and authorize the Mayor to execute the contract on behalf of the Town.

ALTERNATIVES

NA

ATTACHMENTS

1. Reso 21-85 EZ Excavating Pipeline
2. SECTION 00510 NOTICE OF AWARD-Prepared
3. Vicinity Map
4. Stantec Recommendation

FINANCIAL CONSIDERATIONS

The project will be paid from the Water Fund.

RESOLUTION NO. 21-85

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND E-Z EXCAVATING INC FOR THE
INSTALLATION OF A POTABLE WATER LINE AND APPURTENANCES
FOR THE ST VRAIN WATER TREATMENT PLANT TRANSMISSION
PIPELINE PROJECT**

WHEREAS, the Town of Firestone's ("Town") St. Vrain Water Treatment Plant Transmission Pipeline Project ("Project") calls for the installation of approximately 2.5 miles of an 18 inch potable water line and associated appurtenances to deliver potable water from the St. Vrain Water Treatment Plant to the Town's water distribution system; and

WHEREAS, to acquire such services the Town invited twelve qualified contractors to bid on the Project and upon review of the bids by the Town's Project personnel including its design engineering team selected E-Z Excavating Inc. as the lowest responsive and qualified bidder; and

WHEREAS, the Town's Project personnel thus recommends that E-Z Excavating Inc. be selected to install the Projects potable water line and associated appurtenances.

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

Section 1. The agreement between the Town of Firestone and E-Z Excavating Inc, for installation of a potable water line and associated appurtenances for the St. Vrain Water Treatment Plant Transmission Pipeline Project is approved in substantially the same form as the copy attached hereto and made a part of this resolution.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SECTION 00510
NOTICE OF AWARD

Date: July 14, 2021

Project: St. Vrain WTP Transmission Pipeline Project – Phase 1

Owner: Town of Firestone

Owner's Contract No.: W2020-9524.04

Contract: Construction Services

Engineer's Project No.: B006365-20-500

Bidder: E-Z Excavating, Inc.

Bidder's Address:

8123 Indian Peaks Ave.

Frederick, CO 80516

You are notified that your Bid dated July 1st, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the St. Vrain WTP Transmission Pipeline Project – Phase 1.

The Contract Price of your Contract (Total Base Bid) is \$ 3,480,936.00.

Three (3) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Two (2) of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01) and Supplementary Conditions (Paragraph SC-5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten (10) days after you comply with the above conditions, Owner will return to you one (1) fully executed counterpart of the Contract Documents.

Owner: Town of Firestone

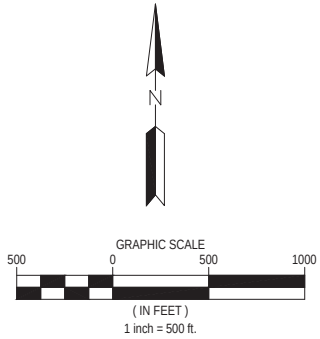
By: _____

Mayor

Copy to Engineer

5/3/2021 10:28:18 AM

\\MSB60501\Firestone SWTP\Drawings\Systems\DESIGN\CA03\PLANS\PROJECT MAP.dwg 5/3/2021 RICHAN A. GRENE



WENCK
now part of
Stantec
203 SOUTH MAIN STREET
#2003
SHERIDAN, WY 82801
PHONE: 307-675-1148
FAX: 307-675-1149
WWW.WENCK.COM

PROJECT PARTNER:
acuity, llc

CLIENT:
FIRESTONE
COLORADO

**PHASE 1 SWWTP
TRANSMISSION PIPELINE**
TOWN OF FIRESTONE
FIRESTONE, WELD COUNTY, COLORADO

PROJECT TITLE	ISSUE NO.	DESCRIPTION	DATE
	1	ISSUED FOR BID	5/3/2021

CERTIFICATION:
NOT FOR CONSTRUCTION

PROJECT NO.: 6365-20-500
DWN BY: JTP CHK'D BY: RAG APP'D BY: MJK
ISSUE DATE: 5/3/2021
ISSUE NO.:
SHEET TITLE:
PROJECT MAP
SHEET NO.:
C-101





Stantec Consulting Services Inc.
7000 Yellowtail Rd, Cheyenne, WY 82009

Date: July 8, 2021
File: 227704136

Attention:

Mr. David Lindsay
Colorado Civil Group, Inc.
2204 Hoffman Drive
Loveland, CO 80538

Dear Mr. Lindsay,

Reference: St. Vrain WTP Transmission Pipeline Project – Phase 1

As your aware, Bids were opened for the St. Vrain WTP Transmission Pipeline Project – Phase 1 at 2:00 pm on July 1st, 2021. A summary of results is provided below:

Table 1: St. Vrain WTP Transmission Pipeline Project – Phase 1

Contractor:	1-EZ Excavating	2-Nelson Pipeline, Inc.
<i>Base Bid</i>	\$3,480,936.00	\$3,651,079.00
<i>Alternate Schedule</i>	\$157,800.00	\$161,320.00
<i>Grand Total</i>	\$3,638,736.00	\$3,812,399.00

We completed a detailed review of the apparent low Bid from EZ Excavating and found it to be generally responsible and responsive to the Bidding Documents. We note the following regarding EZ Excavating's Bid:

- Statement of Bidder's Qualifications, Section 00430-1 Paragraph 6: all the anticipated dates of completion were incorrectly listed. Each project listed is to be completed a year later of the date provided.
 - A revised Statement of Bidder's Qualifications 00430-1 is attached to this letter.
- The written unit price for Bid Item #28 possessed a minor typo: "Sixtenn" rather than "Sixteen".
- Subcontractors and Suppliers were not listed in detail equal to the other Bid.
- Similar project experience statements were not originally provided with Bid.
 - Information was requested by Engineer and attached to this letter.
- Litigation and Claim Information (Section 00450) was not originally provided with Bid.
 - Section was requested by Engineer and attached to this letter.
- Non-Collusion Affidavit of Prime Bidders was not originally provided with Bid.
 - Affidavit was requested by Engineer and attached to this letter.
- Thirty Percent (30%) of the contract is expected to be performed by a Subcontractor – Global Underground.
 - Similar project experience statements of the Subcontractor were not originally provided with Bid. Information was requested by Engineer and attached to this letter.
- Considering the \$115,620 increase between the Alternate Firestone Blvd. crossing and the Base Bid Firestone Blvd. crossing, Engineer recommends excluding the Alternate Bid from the Contract Award.

Reference: St. Vrain WTP Transmission Pipeline Project – Phase 1

We do not consider any of the above issues grounds for dismissal and recommend awarding the St. Vrain WTP Transmission Pipeline Project – Phase 1, including all Alternates, to EZ Excavating. As discussed, Bid Alternates may be selected at the discretion of the Town of Firestone and as budget allows.

We have attached the complete tabulation of all Bids for your reference. Please note that the average of all Base Bids received was a total \$3,556,007.50; including the Owner bought and supplied pipe (\$1,278,825.00), the Base Bid total average is $\$3,556,007.50 + \$1,278,825.00 = \text{\$4,844,832.50}$. The final Engineer's Opinion of Probable Construction Costs (EOPCC) from March 25, 2021, was \$4,465,226.70. Our estimate, also attached to this letter, was below the average predominantly due to the volatile price climate of PVC pipe. PVC pipe prices have incurred record high increases due to pandemic related supply shortages and the reduction of production related to the plant shutdowns in Texas during the recent winter freeze. Lastly, please note, that the Bid Form was modified since the final EOPCC including quantity changes, addition of bid items, and removal of bid items.

As always, feel free to contact myself or Marcus Krall at any time to discuss our recommendation.

Regards,

Stantec Consulting Services Inc.



Benjamin Strate, EIT

Chemical Engineer

Cell: (915) 740-3032

Benjamin.Strate@stantec.com

Marcus Krall, PE

Associate

Phone: (307) 634-7848

Cell: (307) 630-3634

mkrall@wenck.com

Attachments:

- St. Vrain WTP Transmission Pipeline Project – Phase 1, Bid Tabulation
- Final Engineer's Opinion of Probable Construction Costs
- Bonding Letter
- Revised Statement of Bidder's Qualifications
- Global Underground Qualifications
- Similar Project Experience
- Non-Collusion Affidavit
- Litigation and Claim information

cc. Marcus Krall, PE

ST. VRain WTP TRANSMISSION PIPELINE PROJECT - PHASE 1
BID TABULATION

BID SHEET, BID FORM, BASE AND ALTERNATE SCHEDULE
PROJECT: ST. VRain WTP TRANSMISSION PIPELINE PROJECT - PHASE 1
BID NO. W2020-9525.04

Base Bid				1-EZ Excavating		2-Nelson Pipeline, Inc.		Bid Averages	
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Unit Total	Unit Price	Unit Total	Bid Unit Price Average	Bid Unit Total Average
1	Mobilization	LS	LS	\$ 62,000.00	\$ 62,000.00	\$ 175,000.00	\$ 175,000.00	\$ 118,500.00	\$ 118,500.00
2	Sedimentation Control	LS	LS	\$ 75,000.00	\$ 75,000.00	\$ 65,000.00	\$ 65,000.00	\$ 70,000.00	\$ 70,000.00
3	Utility Locates	LS	LS	\$ 30,500.00	\$ 30,500.00	\$ 41,800.00	\$ 41,800.00	\$ 36,150.00	\$ 36,150.00
4	Traffic Control	LS	LS	\$ 120,000.00	\$ 120,000.00	\$ 75,360.00	\$ 75,360.00	\$ 97,680.00	\$ 97,680.00
5	Topsoil Stripping, Stockpiling, and Replacement	SY	4245	\$ 6.00	\$ 25,470.00	\$ 5.00	\$ 21,225.00	\$ 5.50	\$ 23,347.50
6	12-in DR-18 Pipeline	LF	240	\$ 150.00	\$ 36,000.00	\$ 132.00	\$ 31,680.00	\$ 141.00	\$ 33,840.00
7	12-in Direct Bury Gate Valve	EA	5	\$ 4,750.00	\$ 23,750.00	\$ 3,700.00	\$ 18,500.00	\$ 4,225.00	\$ 21,125.00
8	18-in Non-Potable Transmission Pipeline	LF	50	\$ 385.00	\$ 19,250.00	\$ 900.00	\$ 45,000.00	\$ 642.50	\$ 32,125.00
9	18-in DR-14 Transmission Pipeline	LF	3964	\$ 56.50	\$ 223,966.00	\$ 101.00	\$ 400,364.00	\$ 78.75	\$ 312,165.00
10	18-in DR-18 Transmission Pipeline	LF	8670	\$ 95.00	\$ 823,650.00	\$ 115.00	\$ 997,050.00	\$ 105.00	\$ 910,350.00
11	18-in Direct Bury Butterfly Valve	EA	17	\$ 6,800.00	\$ 115,600.00	\$ 6,500.00	\$ 110,500.00	\$ 6,650.00	\$ 113,050.00
12	Fire Hydrant Assembly	EA	1	\$ 16,000.00	\$ 16,000.00	\$ 12,000.00	\$ 12,000.00	\$ 14,000.00	\$ 14,000.00
13	Street Crossing-West Firestone Blvd	LF	228	\$ 185.00	\$ 42,180.00	\$ 390.00	\$ 88,920.00	\$ 287.50	\$ 65,550.00
14	Street Crossing-Echo Street	LF	53	\$ 760.00	\$ 40,280.00	\$ 340.00	\$ 18,020.00	\$ 550.00	\$ 29,150.00
15	Street Crossing-Falcon Street	LF	169	\$ 310.00	\$ 52,390.00	\$ 150.00	\$ 25,350.00	\$ 230.00	\$ 38,870.00
16	Street Crossing-East Firestone Blvd	LF	50	\$ 820.00	\$ 41,000.00	\$ 1,600.00	\$ 80,000.00	\$ 1,210.00	\$ 60,500.00
17	Street Crossing-Fire Protection Access Rd	LF	40	\$ 420.00	\$ 16,800.00	\$ 420.00	\$ 16,800.00	\$ 420.00	\$ 16,800.00
18	Street Crossing-Tenderfoot Avenue	LF	105	\$ 340.00	\$ 35,700.00	\$ 230.00	\$ 24,150.00	\$ 285.00	\$ 29,925.00
19	Street Crossing-Summerset Avenue	LF	115	\$ 415.00	\$ 47,725.00	\$ 220.00	\$ 25,300.00	\$ 317.50	\$ 36,512.50
20	Street Crossing-North Frontier Street	LF	60	\$ 300.00	\$ 18,000.00	\$ 830.00	\$ 49,800.00	\$ 565.00	\$ 33,900.00
21	Street Crossing-South Frontier Street	LF	60	\$ 400.00	\$ 24,000.00	\$ 860.00	\$ 51,600.00	\$ 630.00	\$ 37,800.00
22	Pipe Trench Stabilization	LF	1600	\$ 35.50	\$ 56,800.00	\$ 13.00	\$ 20,800.00	\$ 24.25	\$ 38,800.00
23	Non-Potable Crossing	EA	3	\$ 2,200.00	\$ 6,600.00	\$ 4,500.00	\$ 13,500.00	\$ 3,350.00	\$ 10,050.00
24	Auger Bore-Dewatering	LS	LS	\$ 38,500.00	\$ 38,500.00	\$ 18,000.00	\$ 18,000.00	\$ 28,250.00	\$ 28,250.00
25	Auger Bore-Launch and Receiving Pits	LS	LS	\$ 110,000.00	\$ 110,000.00	\$ 73,000.00	\$ 73,000.00	\$ 91,500.00	\$ 91,500.00
26	Auger Bore-30-in	LF	159	\$ 1,250.00	\$ 198,750.00	\$ 670.00	\$ 106,530.00	\$ 960.00	\$ 152,640.00
27	Auger Bore-60-in	LF	152	\$ 2,665.00	\$ 405,080.00	\$ 1,700.00	\$ 258,400.00	\$ 2,182.50	\$ 331,740.00
28	Air/Vaccum Manholes	EA	5	\$ 16,750.00	\$ 83,750.00	\$ 17,000.00	\$ 85,000.00	\$ 16,875.00	\$ 84,375.00
29	Drain/Blow-Off Assemblies	EA	2	\$ 20,000.00	\$ 40,000.00	\$ 21,000.00	\$ 42,000.00	\$ 20,500.00	\$ 41,000.00
30	Blend Station 1	LS	LS	\$ 155,000.00	\$ 155,000.00	\$ 160,000.00	\$ 160,000.00	\$ 157,500.00	\$ 157,500.00
31	Zone 1 Connection	LS	LS	\$ 12,000.00	\$ 12,000.00	\$ 17,000.00	\$ 17,000.00	\$ 14,500.00	\$ 14,500.00
32	Blend Station 2	LS	LS	\$ 86,900.00	\$ 86,900.00	\$ 102,000.00	\$ 102,000.00	\$ 94,450.00	\$ 94,450.00
33	Zone 2 Connection	LS	LS	\$ 12,800.00	\$ 12,800.00	\$ 26,000.00	\$ 26,000.00	\$ 19,400.00	\$ 19,400.00
34	Aggregate Road Restoration	SY	900	\$ 12.00	\$ 10,800.00	\$ 40.00	\$ 36,000.00	\$ 26.00	\$ 23,400.00
35	Aggregate Trail Restoration	SY	180	\$ 12.00	\$ 2,160.00	\$ 40.00	\$ 7,200.00	\$ 26.00	\$ 4,680.00
36	Remove and Replace 6" PVC Culvert	LS	LS	\$ 3,200.00	\$ 3,200.00	\$ 3,100.00	\$ 3,100.00	\$ 3,150.00	\$ 3,150.00
37	Remove and Replace 24" RCP Culvert	LS	LS	\$ 6,600.00	\$ 6,600.00	\$ 5,500.00	\$ 5,500.00	\$ 6,050.00	\$ 6,050.00
38	Remove and Replace-Sidewalk	SY	95	\$ 140.00	\$ 13,300.00	\$ 150.00	\$ 14,250.00	\$ 145.00	\$ 13,775.00
39	Pipeline Markers	LS	LS	\$ 3,685.00	\$ 3,685.00	\$ 2,400.00	\$ 2,400.00	\$ 3,042.50	\$ 3,042.50
40	Disinfection and Hydrostatic Testing	LS	LS	\$ 90,000.00	\$ 90,000.00	\$ 56,980.00	\$ 56,980.00	\$ 73,490.00	\$ 73,490.00
41	Electrical	LS	LS	\$ 225,000.00	\$ 225,000.00	\$ 180,000.00	\$ 180,000.00	\$ 202,500.00	\$ 202,500.00
42	Site Restoration	LS	LS	\$ 30,750.00	\$ 30,750.00	\$ 50,000.00	\$ 50,000.00	\$ 40,375.00	\$ 40,375.00
Total Base Bid				\$ 3,480,936.00		\$ 3,651,079.00		\$ 3,566,007.50	
Alternate Schedule									
A-1	Firestone Blvd Auger Bore: Dewatering	LS	LS	\$ 10,750.00	\$ 10,750.00	\$ 19,000.00	\$ 19,000.00	\$ 14,875.00	\$ 14,875.00
A-2	Firestone Blvd Auger Bore: Launch and Reciving Pits	LS	LS	\$ 29,250.00	\$ 29,250.00	\$ 42,000.00	\$ 42,000.00	\$ 35,625.00	\$ 35,625.00
A-3	Firestone Blvd 30-in Auger Bore	LF	152	\$ 775.00	\$ 117,800.00	\$ 660.00	\$ 100,320.00	\$ 717.50	\$ 109,060.00
Total Alternate Schedule				\$ 157,800.00		\$ 161,320.00		\$ 159,560.00	
Grand Total				\$ 3,638,736.00		\$ 3,812,399.00		\$ 3,725,567.50	

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
FIRESTONE ST. VRAIN WTP DELIVERY SYSTEM PIPELINE PROJECT
BID NO. W2020-9524.02
TOWN OF FIRESTONE, CO
3-25-21

Item No.	Description	Unit	Estimated Quantity	Unit Price (Figures)	Bid Amount (Figures)
1	Mobilization	LS	LS	\$405,929.70	\$405,929.70
2	Sedimentation Control	LS	LS	\$95,000.00	\$95,000.00
3	Utility Locates	LS	LS	\$35,000.00	\$35,000.00
4	Traffic Control	LS	LS	\$56,000.00	\$56,000.00
5	12-in DR-18 Pipeline	LF	240	\$85.00	\$20,400.00
6	12-in Direct Bury Gate Valve	EA	5	\$4,800.00	\$24,000.00
7	18-in DR_18 Non-Potable Transmission Pipeline	LF	365	\$147.00	\$53,655.00
8	18-in DR-14 Transmission Pipeline	LF	3,985	\$156.00	\$621,660.00
9	18-in DR-18 Transmission Pipeline	LF	9,550	\$139.00	\$1,327,450.00
10	18-in Direct Bury Butterfly Valve	EA	17	\$9,350.00	\$158,950.00
11	Pipe Trench Stabilization	LF	1,250	\$9.50	\$11,875.00
12	Non-Potable Crossing	EA	6	\$3,500.00	\$21,000.00
13	Auger Bore-Dewatering	LS	LS	\$75,000.00	\$75,000.00
14	Auger Bore-Launch and Receiving Pits	EA	2	\$35,000.00	\$70,000.00
15	Auger Bore-30-in	LF	159	\$1,250.00	\$198,750.00
16	Auger Bore-48-in	LF	152	\$2,200.00	\$334,400.00
17	Air/Vacuum Manholes	EA	5	\$15,500.00	\$77,500.00
18	Drain/Blow-Off Assemblies	EA	1	\$17,500.00	\$17,500.00
19	Blend Station 1	LS	LS	\$225,000.00	\$225,000.00
20	Zone 1 Connection	LS	LS	\$23,000.00	\$23,000.00
21	Blend Station 2	LS	LS	\$175,000.00	\$175,000.00
22	Zone 2 Connection	LS	LS	\$18,700.00	\$18,700.00
23	Relocate 8-in Valve and Plug	LS	LS	\$25,000.00	\$25,000.00
24	Aggregate Road Restoration	SY	900	\$17.00	\$15,300.00
25	Aggregate Trail Restoration	SY	180	\$14.00	\$2,520.00
26	Temporary Road Restoration	SY	75	\$70.00	\$5,250.00
27	Remove and Replace-Asphalt Pavement	SY	305	\$85.00	\$25,925.00
28	Mill and Overlay-Asphalt Pavement	LF	1,207	\$31.00	\$37,417.00
29	Remove and Replace-Brick Mailbox	EA	1	\$2,500.00	\$2,500.00
30	Salvage and Reinstall-Signage	LS	LS	\$25,000.00	\$25,000.00
31	Remove and Replace 6" PVC Culvert	LF	20	\$85.00	\$1,700.00
32	Remove and Replace 12" CMP Culvert	LF	25	\$95.00	\$2,375.00
33	Remove and Replace 18" CMP Culvert	LF	125	\$125.00	\$15,625.00
34	Remove and Replace 24" RCP Culvert	LF	20	\$150.00	\$3,000.00
35	Remove and Replace-Sidewalk	SY	95	\$95.00	\$9,025.00
36	Remove and Replace-Curb and Gutter	LF	50	\$85.00	\$4,250.00
37	Pipeline Markers	LS	LS	\$3,500.00	\$3,500.00
38	Test Stations	LS	LS	\$29,000.00	\$29,000.00
39	Disinfection and Hydrostatic Testing	LS	LS	\$27,070.00	\$27,070.00
40	Electrical and SCADA	LS	LS	\$125,000.00	\$125,000.00
41	Site Restoration	LS	LS	\$60,000.00	\$60,000.00

Total Bid 4,465,226.70

Grand Total 4,465,226.70

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.d

Consent Agenda

Meeting Date: July 14, 2021

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Resolution 21-86: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, TERMINATING THE TOWN OF FIRESTONE'S MARCH 25, 2020 DECLARATION OF LOCAL DISASTER REGARDING THE COVID-19 PANDEMIC

SUMMARY

The Town's Declaration of Disaster activated the Town's Emergency Telephonic Meeting Participation procedure, which was enacted due to the 2013 Floods. Resolution 14-47 enacted the Emergency Telephonic Meeting Participation Procedure, which stated, "Telephonic participation shall be made available to a Board member only during an emergency that has been declared to be a state of local disaster pursuant to Section 2.60.040 of the Firestone Municipal Code or that the Governor has declared to be a state of disaster emergency for an area encompassing all or a portion of the Town".

On July 8, 2021, Governor Polis issued Executive Order D 2021 122, which rescinded Executive Order D 2020 003, which declared a state of disaster emergency due to the presence of coronavirus disease 2019 (COVID-19). The Board of Trustees concurs with the State rescinding of its disaster declaration; Resolution 21-86 will terminate the Town's Local Disaster Declaration.

The termination of the Town's Local Disaster Declaration will discontinue the use of zoom as a meeting platform as telephonic/electronic participation is only permitted during a declared state of emergencies. However, the Board of Trustees at a future meeting date will review options for streaming meetings as a standard, ongoing practice.

HISTORY AND PREVIOUS BOARD ACTION

On March 10, 2020, Governor Jared Polis, in accordance with the Colorado Disaster Emergency Act ("Act"), C.R.S. §24-33.5-704, by proclamation, declared a state of emergency in Colorado to provide access to resources, legal flexibility, and protect vulnerable communities, all to better contain the outbreak of the COVID-19 virus.

On March 18, 2020, the Town Manager of the Town of Firestone declared a local disaster declaration due to the effects of the COVID-19 pandemic.

On March 25, 2021, the Board of Trustees adopted Resolution No. 20-40, which extended the Declaration due to the occurrence of the imminent threat of widespread and severe injury or loss of life or property resulting from the COVID -19 pandemic. This action prompted the use of zoom to allow the Board, staff, and public to attend electronically due to the restrictions in place.

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. 21-86 Res Term of Disaster Dec

2. 03-18-2020 Declaration of Local Disaster
3. 20-40 Declaring a Local Disaster COVID-19 03-25-2020

FINANCIAL CONSIDERATIONS

There are no financial impacts of Resolution 21-86. The American Rescue Plan Act will distribute funds in the next two years due impacts of COVID-19

RESOLUTION NO. 21-86

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, TERMINATING THE TOWN OF FIRESTONE'S MARCH 25, 2020 DECLARATION OF LOCAL DISASTER REGARDING THE COVID-19 PANDEMIC

WHEREAS, pursuant to C.R.S. § 24-33.5-709, on March 18, 2020, the Town Manager of the Town of Firestone ("Town") declared a local disaster declaration ("Declaration") due to the effects of the COVID-19 pandemic; and

WHEREAS, pursuant to C.R.S. § 24-33.5-709(1), the Declaration could not be continued or renewed for a period in excess of seven days except by or with the consent of the Town of Firestone's Board of Trustees ("Board of Trustees"); and

WHEREAS, on March 25, 2021, the Board of Trustees adopted Resolution No. 20-40 which extended the Declaration due to the occurrence of the imminent threat of widespread and severe injury or loss of life or property resulting from the COVID -19 pandemic; and

WHEREAS, on July 8, 2021, Governor Polis issued Executive Order D 2021 122 which rescinded Executive Order D 2020 003 which declared a state of disaster emergency due to the presence of coronavirus disease 2019 (COVID-19); and

WHEREAS, as the basis for rescinding Executive Order D 2020 003, Governor Polis cited the tremendous progress made by the State in terms of containing and treating infection and the distribution of the COVID-19 vaccination which has resulted in over seventy percent of adults having received at least one vaccination and life returning to normal; and

WHEREAS, the Board of Trustees concurs with the State's findings and rescinding of its disaster declaration and therefore desires to terminate the Town's Local Disaster Declaration.

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

1. The Board of Trustees hereby terminates the Local Disaster Declaration which it enacted on March 25, 2020, through adoption of Resolution 20-40 and directs staff to rescind all Local Disaster Declaration orders and measures.

2. The Town Clerk is directed to immediately publish and file copies of this Resolution with the Weld County Emergency Manager, the Colorado Office of Emergency Management, and the Weld County Clerk and Recorder.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

MARCH 18, 2020
TOWN OF FIRESTONE, COLORADO
DECLARATION OF LOCAL DISASTER

WHEREAS, in accordance with the Colorado Disaster Emergency Act ("Act"), C.R.S. § 24-33.5-704, on March 10, 2020, Governor Jared Polis, by proclamation, declared a state of emergency in Colorado to provide access to resources, legal flexibility, and protect vulnerable communities, all to better contain the outbreak of the COVID-19 virus; and

WHEREAS, in accordance with C.R.S. §24-33.5-709, a local disaster may be declared only by the principal executive officer of the Town ("Town Manager"), and shall not be continued for a period in excess of seven days, absent the consent of the Town Board; and

WHEREAS, in accordance with C.R.S. §24-33.5-709, the Town Manager's declaration of a local disaster activates the Carbon Valley Emergency Operation Plan, of which the Town is a member; and

WHEREAS the purpose of the Plan is to provide a coordinated framework working with local, county, state and federal entities to mitigate, prevent, protect, respond and recover from disasters; and

WHEREAS, the Plan includes the Carbon Valley Pandemic Influenza Response which coordinates local, county, state, and federal responses, and which in addition to general public measures, such as social distancing, communication updates and implementation of health and safety measures, provides for the Town's ability to implement personnel policies for its employees, such as amending work schedules and rules, and designating and assigning "essential personnel".

NOW, THEREFORE, I, AJ KRIEGER, TOWN MANAGER OF THE TOWN OF FIRESTONE, COLORADO, DECLARE AND DIRECT, AS AUTHORIZED BY LAW, THE FOLLOWING:

Section 1. That the COVID 19 virus constitutes a local disaster for the Town which endangers the health, safety and welfare of the entire community and emergency action is required to avert such danger.

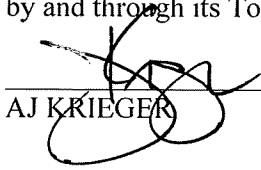
Section 2. That the effect of this Declaration of Local Disaster shall be to activate the response and recovery aspects of any and all applicable local, inter-jurisdictional, state and federal disaster emergency plans, and to seek and authorize the furnishing of aid, assistance, and financial reimbursement under such plans.

Section 3: That the Town's residents, businesses and visitors are encouraged to remain informed, and to follow the U.S. Center for Disease Control guidance for mitigation strategies concerning the COVID-19 virus.

Section 4. The Town Clerk is directed to immediately publish and file copies of this Declaration of Local Disaster with the Weld County Emergency Manager, the Colorado Office of Emergency Management, and the Weld County Clerk and Recorder.

Dated: March 18, 2020.

THE TOWN OF FIRESTONE,
a Colorado Statutory Town,
by and through its Town Manager.



AJ KRIEGER

RESOLUTION NO. 20-40

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE TOWN OF FIRESTONE'S MARCH 18, 2020 DECLARATION OF LOCAL DISASTER REGARDING COVID-19

WHEREAS, pursuant to C.R.S. § 24-33.5-709, on March 18, 2020, the Town Manager of the Town of Firestone ("Town") declared a local disaster ("Declaration"); and

WHEREAS, pursuant to C.R.S. § 24-33.5-709(1), the Declaration shall not be continued or renewed for a period in excess of seven days except by or with the consent of the Town of Firestone's Board of Trustees ("Board of Trustees"); and

WHEREAS, the Board of Trustees finds that it is appropriate and in the interests of the public health, safety and welfare, and would further protect property, for the Board of Trustees to ratify the actions of the Town Manager and to extend the Declaration until such time as the Board of Trustees terminates such Declaration.

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

1. That the Board of Trustees hereby adopts and incorporates herein the recitals in the Town of Firestone's March 18, 2020, Declaration of Local Disaster and confirms, determines, and declares that there is a local disaster in the Town due to the occurrence of the imminent threat of widespread or severe injury or loss of life or property resulting from the COVID-19 pandemic, including the presence and likelihood of cases in the Town, requiring emergency action to avert danger or damage.

2. That the effect of this Resolution and Declaration shall be for the Town to continue the response and recovery aspects of its Emergency Operation Plan known as the Carbon Valley Emergency Operation Plan, and all other applicable local and interjurisdictional disaster emergency plans, and to seek and authorize the furnishing of aid and assistance under such plans.

3. That the Town Manager is directed and authorized to continue coordination with internal and external partners and to direct Town staff as appropriate and necessary to address the local disaster and its impacts related to protection of the public's health, safety, welfare and property.

4. That the Board of Trustees directs the Town Manager to implement steps for the continuity of municipal services.

5. That the Board of Trustees hereby ratifies and adopts the actions of the Town Manager and extends the March 18, 2020, Declaration of Local Disaster, until such time as the

Board of Trustees terminates such Declaration.

6. The Town Clerk is directed to immediately publish and file copies of this Resolution and the Town Manager's March 18, 2020, Declaration of Disaster with the Weld County Emergency Manager, the Colorado Office of Emergency Management, and the Weld County Clerk and Recorder.

INTRODUCED, READ AND ADOPTED this 25th day of March, 2020.



TOWN OF FIRESTONE, COLORADO

Robbi Sindelar
Robbi Sindelar, Mayor

ATTEST:

Jessica Koenig
Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi
William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a

Land Development

Meeting Date: July 14, 2021

Initiated By: Marty Ostholtzoff

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 21-84: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, MAKING CERTAIN FINDINGS OF FACT AND CONCLUSIONS REGARDING THE PROPOSED ANNEXATION OF A PORTION OF WELD COUNTY ROAD 19 TO THE TOWN OF FIRESTONE, COLORADO (FIRESTONE COUNTY ROAD 19 ANNEXATION NOS. 1-8)

SUMMARY

On April 26, 2021, the Weld County Board of County Commissioners approved a resolution authorizing the execution of a "Petition for Annexation to the Town of Firestone" for a portion of Weld County Road 19 (CR 19). The total area proposed for annexation is approximately 36.8 acres and consists of the CR 19 from CR 26 north to State Highway 66; and CR 19 from CR 24 south to CR 18.

This is a Public Hearing regarding the next step in allowing for the proposed "Firestone County Road 19 Annexation Nos. 1-8 to the Town of Firestone" to occur. The Annexation application was processed in accordance with Section 7.3, Annexations, of the Firestone Development Code. Staff finds the application to be consistent with the Annexation approval criteria:

1. The Annexation is in compliance with the Municipal Annexation Act of 1965 (C.R.S. §31-12-101, et seq., as amended).

HISTORY AND PREVIOUS BOARD ACTION

On May 26, 2021, the Board of Trustees accepted the annexation petition from Weld County by approving Resolution 21-63. Acceptance of the petition set the public hearing for annexation on July 14, 2021. The Board of Trustees previously approved an Intergovernmental Agreement (IGA) with the City of Fort Lupton on April 14, 2021, regarding the growth and boundary areas of the two municipalities.

RECOMMENDATION

Staff finds the application to be consistent with the approval criteria of Section 7.3 of the Firestone Development Code and C.R.S. 31-12-101, et. seq., as amended, and recommends approval of Resolution 21-84, a resolution making certain findings of fact in favor of the Firestone County Road 19 Annexation Nos. 1-8 to the Town of Firestone.

ALTERNATIVES

n/a

ATTACHMENTS

1. Resolution 21-84
2. County Road 19 Annexation Petition
3. Annexation Maps

FINANCIAL CONSIDERATIONS

n/a

RESOLUTION NO. 21-84

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRSTONE, COLORADO, MAKING CERTAIN FINDINGS OF FACT AND CONCLUSIONS REGARDING THE PROPOSED ANNEXATION OF A PORTION OF WELD COUNTY ROAD 19 TO THE TOWN OF FIRESTONE, COLORADO (FIRESTONE COUNTY ROAD 19 ANNEXATION NO.S 1-8)

WHEREAS, the Board of Trustees of the Town of Firestone, Colorado, has received an annexation petition and annexation map of certain real property more fully described in said petition and in the attached **Exhibit A** (the “Property”), said petition having heretofore been filed with the Town Clerk (the “Petition”); and

WHEREAS, the Board of Trustees has found a petition for the annexation of the hereinafter described parcel of land to be in substantial compliance with the requirements of C.R.S. § 31-12-107(a), by duly adopted Resolution No. 21-63; and

WHEREAS, the Town Clerk has provided notice of public hearing on the proposed annexation by publication once per week for four successive weeks, and by registered mail to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed; and

WHEREAS, the Town Board of Trustees has completed a public hearing on July 14, 2021 to determine if the proposed annexation complies with Article II, Section 30 of the Colorado Constitution and C.R.S. §§ 31-12-104; -105, to establish eligibility for annexation.

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

1. The above findings and recitals are incorporated herein as findings and determinations of the Board of Trustees.
2. The Town Board of Trustees further finds as follows:
 - a. That the Property meets the requirements of Section 30(1)(b) of Article II of the Colorado Constitution and C.R.S. §§ 31-12-104 and 31-12-105, and is eligible for annexation to the Town of Firestone; and
 - b. That an election is not required under the applicable requirements of Section 30(1)(a) of Article II of the Colorado Constitution and C.R.S. § 31-12-107(2); and
 - c. That no additional terms or conditions are imposed which would require an election under C.R.S. § 31-12-112(1), except for the specific terms and conditions set forth in the Petition and in that certain Annexation Agreement by and between the Town and the Weld County Board of County Commissioners (the “Agreement”), which contain specific terms and conditions that will be agreed to by the Town and the petitioner, as more fully set forth in the Petition and the Agreement.
3. Based on the foregoing finding and conclusions, the Board of Trustees finds that the proposed annexation complies with C.R.S. §§ 31-12-104; -105, and that the subject property is eligible for annexation to the Town of Firestone.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

EXHIBIT A
(Legal Descriptions)

ANNEXATION NO. 1

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, AND THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577161; THENCE S89°09'39"E ALONG THE SOUTH LINE OF SAID ANNEXATION A DISTANCE OF 60.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE S11°26'39"W A DISTANCE OF 148.42 FEET TO A POINT ON THE EAST LINE OF THE SAID NORTHEAST QUARTER OF SECTION 9; THENCE N11°47'38"W A DISTANCE OF 149.50 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 4,377 SQUARE FEET OR 0.100 ACRE, MORE OR LESS; together with,

ANNEXATION NO. 2

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, AND THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577161; THENCE S11°47'38"E A DISTANCE OF 149.50 TO A POINT ON THE EAST LINE OF THE SAID NORTHEAST QUARTER OF SECTION 9; THENCE N11°26'39"E A DISTANCE OF 148.42 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE S02°09'04"W A DISTANCE OF 725.77 FEET TO A POINT ON THE EAST LINE OF THE SAID NORTHEAST QUARTER OF SECTION 9; THENCE N02°35'00"W A DISTANCE OF 726.87 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 17,394 SQUARE FEET OR 0.399 ACRE, MORE OR LESS; together with,

ANNEXATION NO. 3

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 9, AND THE WEST HALF OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577161; THENCE

S02°35'00"E A DISTANCE OF 726.87 TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE N02°09'04"E A DISTANCE OF 725.77 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE S00°15'15"W A DISTANCE OF 3629.89 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE N00°41'34"W A DISTANCE OF 3631.00 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 87,139 SQUARE FEET OR 2.000 ACRES, MORE OR LESS; together with,

ANNEXATION NO. 4

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTIONS 9, 16, 21, AND 28, AND THE WEST HALF OF SECTIONS 10, 15, 22, AND 27, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577161;

THENCE S00°41'34"E A DISTANCE OF 3631.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9;

THENCE N00°15'15"E A DISTANCE OF 3629.89 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE ALONG THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING SEVEN (7) COURSES: 1) S00°13'04"E A DISTANCE OF 2596.41 FEET; 2) S00°13'24"E A DISTANCE OF 2627.37 FEET; 3) S00°04'44"E A DISTANCE OF 2631.93 FEET; 4) S00°05'06"E A DISTANCE OF 2632.29 FEET; 5) S00°03'41"E A DISTANCE OF 2649.14 FEET; 6) S00°03'21"E A DISTANCE OF 2649.62 FEET; 7) S01°03'34"E A DISTANCE OF 29.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 18; THENCE S89°14'09"W ALONG SAID SOUTH LINE A DISTANCE OF 30.23 FEET; THENCE S89°30'48"W CONTINUING ALONG SAID SOUTH LINE A DISTANCE OF 29.77 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE ALONG THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING TEN (10) COURSES: 1) N01°03'34"W A DISTANCE OF 29.96 FEET; 2) N00°03'21"W A DISTANCE OF 1439.37 FEET; 3) S89°56'39"W A DISTANCE OF 20.00 FEET; 4) N00°03'21"W A DISTANCE OF 1210.74 FEET; 5) N89°54'05"E A DISTANCE OF 20.00 FEET; 6) N00°03'41"W A DISTANCE OF 2649.14 FEET; 7) N00°05'06"W A DISTANCE OF 2632.29 FEET; 8) N00°04'44"W A DISTANCE OF 2631.85 FEET; 9) N00°13'24"W A DISTANCE OF 2627.31 FEET; 10) N00°13'04"W A DISTANCE OF 2597.52 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 864,353 SQUARE FEET OR 19.843 ACRES, MORE OR LESS; together with,

ANNEXATION NO. 5

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06

FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE N10°58'28"E A DISTANCE OF 149.11 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S12°06'21"E A DISTANCE OF 150.82 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID ANNEXATION; THENCE N88°57'52"W ALONG THE NORTH LINE OF SAID ANNEXATION A DISTANCE OF 60.02 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 4,408 SQUARE FEET OR 0.101 ACRE, MORE OR LESS; together with,

ANNEXATION NO. 6

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE N01°39'55"E A DISTANCE OF 748.30 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S02°55'29"E A DISTANCE OF 750.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID ANNEXATION; THENCE N12°06'21"W A DISTANCE OF 150.82 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S10°58'28"W A DISTANCE OF 149.11 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 18,049 SQUARE FEET OR 0.414 ACRE, MORE OR LESS; together with,

ANNEXATION NO. 7

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE N00°00'56"E A DISTANCE OF 2652.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE S01°16'48"E A DISTANCE OF 2654.26 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID ANNEXATION; THENCE N02°55'29"W A DISTANCE OF 750.05 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S01°39'55"W A DISTANCE OF 748.30 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 57,139 SQUARE FEET OR 1.312 ACRES, MORE OR LESS; together with,

ANNEXATION NO. 8

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTIONS 33 AND 28, AND THE WEST

HALF OF SECTIONS 34 AND 27, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE ALONG THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING FOUR (4) COURSES: 1) N00°37'57"W A DISTANCE OF 2652.31 FEET; 2) N00°45'47"W A DISTANCE OF 2643.53 FEET; 3) N00°45'12"W A DISTANCE OF 2641.76 FEET; 4) N00°54'58"W A DISTANCE OF 2548.42 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 66; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF HIGHWAY 66 FOR THE FOLLOWING THREE (3) COURSES: 1) S45°24'00"E A DISTANCE OF 2.86 FEET; 2) N89°52'35"E A DISTANCE OF 28.00 FEET; 3) S89°25'58"E A DISTANCE OF 30.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE ALONG THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING FOUR (4) COURSES: 1) S00°54'58"E A DISTANCE OF 2545.30 FEET; 2) S00°45'12"E A DISTANCE OF 2641.84 FEET; 3) S00°45'47"E A DISTANCE OF 2643.59 FEET; 4) S00°37'57"E A DISTANCE OF 2654.13 FEET TO A POINT ON THE NORTH LINE OF SAID ANNEXATION; THENCE N01°16'48"W A DISTANCE OF 2654.26 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE S00°00'56"W A DISTANCE OF 2652.51 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 549,478 SQUARE FEET OR 12.614 ACRES, MORE OR LESS.

TOWN OF FIRESTONE COUNTY ROAD 19 ANNEXATION

PETITION FOR ANNEXATION TO THE TOWN OF FIRESTONE

DATE: April 26, 2021

TO: THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO.

I, Steve Moreno, serving as Chair of the Board of County Commissioners of the County of Weld, on behalf of County of Weld ("Petitioner" or "County"), a political subdivision of the State of Colorado, in accordance with Colorado law, hereby petition the Town of Firestone ("Town") and its Board of Trustees for annexation to the Town the following described unincorporated territory located in the County of Weld, State of Colorado, to-wit:

See the legal descriptions in **Exhibits A and B, and shown in Exhibits C and D**, attached hereto and incorporated herein by this reference. The property described or shown in Exhibits A-D is referred to herein as "the territory proposed to be annexed" and/or "the annexed WCR 19."

This annexation shall be known as the "**Firestone County Road 19 Annexation.**"

As part of this petition, your petitioner further states to the Board of Trustees of Firestone, Colorado, that:

1. It is desirable and necessary that the territory proposed to be annexed be annexed to the Town.
2. The requirements of C.R.S. §§ 31-12-104 and 31-12-105, as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town or will be contiguous with the Town within such time as required by C.R.S. § 31-12-104.
 - b. A community of interest exists between the area proposed to be annexed and the Town.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the Town.
 - e. No land within the boundary of the territory proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been

divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road or other public way.

- f. No land within the boundary of the area proposed to be annexed which is held in identical ownership, comprises twenty acres or more, and which, together with the buildings and improvements situated thereon has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
- g. No annexation proceedings have been commenced for any portion of the territory proposed to be annexed for the annexation of such territory to another municipality.
- h. The annexation of the territory proposed to be annexed will not result in the detachment of area from any school district.
- i. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the Town more than three miles in any direction from any point of the boundary of the Town in any one year.
- j. The territory proposed to be annexed is 36.783 acres, more or less, in total area.
- k. Prior to completion of the annexation of the territory proposed to be annexed, the Town will, pursuant to the provisions of C.R.S. § 31-12-105(1)(e), have in place a plan for that area, which generally describes the proposed: Location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the Town; and the proposed land uses for the area; such plan to be updated at least once annually.
- l. In establishing the boundary of the territory proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the territory to be annexed. The Town will not deny reasonable access to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which has been annexed by the Town, but which is not bounded on both sides by the Town.
- m. The County agrees that any requirement for preparation of an impact report pursuant to C.R.S. § 31-12-108.5, is waived.

3. The owners of more than fifty percent of the area proposed to be annexed, exclusive of dedicated streets and alleys, have signed this petition and hereby petition for annexation of such territory.
4. Accompanying this petition are four copies of an annexation map containing the following information:
 - a. A written legal description of the boundaries of the area proposed to be annexed;
 - b. A map showing the boundary of the area proposed to be annexed, said map prepared by and containing the seal of a registered engineer;
 - c. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town and the contiguous boundary of any other municipality abutting the area proposed to be annexed, and a showing of the dimensions of such contiguous boundaries.
5. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, rules and regulations of the Town, except for general property taxes of the Town which shall become effective as the January 1 next ensuing, if applicable.
6. The zoning classifications requested for the area proposed to be annexed is Public Lands and Institutions (PLI). Petitioner agrees that the annexed land shall be brought under the provisions of Title 16 of the Town of Firestone Municipal Code within ninety (90) days of the effective date of the annexation ordinance.
7. There shall be no duty or obligation upon the Town to furnish water or sanitary sewer facilities to the area proposed to be annexed. Such services will be provided at such time, in the sole discretion of the Town, when such services for water and sanitary sewer can be economically and reasonably installed to service a sufficient number of inhabitants within the area so as to make the construction and establishment of such services feasible and at no additional cost for the same or similar type of services provided to inhabitants within the existing corporate limits of the Town.
8. Petitioner and the Town specifically acknowledge the execution of an Annexation Agreement contemporaneously with the execution of this Petition, and both parties expressly consent to the terms and conditions set forth therein, which include, but are not limited to, the following:
 - a. The Town will be responsible for prospective maintenance of the annexed WCR 19. Maintenance includes, but is not limited to,

frequent surface treatment repair, such as crack seal, chip seal, overlay paving and reconstruction; filling potholes; repair and fill of washouts; as well as implementation of weed control consistent with the standards of Petitioner and the State of Colorado and the removal of snow.

- b. The Town will not impose any weight limitation applicable to vehicles using the annexed WCR 19 without the written consent of the Petitioner.
 - c. The Town will not impose any limitation on vehicular access or use of the annexed WCR 19 so as to specifically exclude farm or agricultural vehicles and equipment, or to exclude new access solely because of objection by the Town to the type or extent of the new adjacent land use permit(s) granted by the County.
 - d. Current points of ingress and egress to the annexed WCR 19 for current uses from abutting property owners will continue to be allowed for such purposes, the intent being that annexation shall not impair or affect current access except as otherwise agreed upon between the Town and the abutting property owner.
9. Petitioner expressly reserves the right to withdraw this Petition for Annexation at any time prior to the adoption of the ordinance annexing the property to the Town.

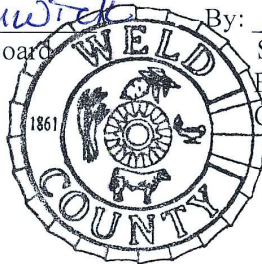
WHEREFORE, the following petitioner, a non-resident landowner of the territory proposed to be annexed (as more particularly described or shown in the attached Exhibits A-D), requests that the Town, acting through its Board of Trustees, approve the annexation of the area proposed to be annexed. By this acknowledgment, the undersigned hereby certify that the above information is complete and true.

PETITIONER:

ATTEST: Arthur G. Mesick
Weld County Clerk to the Board

COUNTY OF WELD, a political
subdivision of the STATE OF COLORADO:

By: Jason M. Wawro
Deputy Clerk to the Board



By: Steve Moreno
Steve Moreno, Chair
Board of County Commissioners of the
County of Weld

APR 26 2021

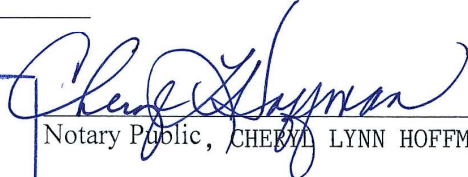
STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 26th day of April, 2021, by Steve Moreno, Chair, Board of County Commissioners of the County of Weld.

My commission expires: 12/19/2022

Witness My Hand and Official Seal

CHERYL LYNN HOFFMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144048044
MY COMMISSION EXPIRES DEC 18, 2022


Notary Public, CHERYL LYNN HOFFMAN

Petitioner Mailing Address: 117 O Street, P.O. Box 758, Greeley, Colorado 80632.

RECORD OF LAND OWNERSHIP ON DATED SIGNED

Petitioner: Board of County Commissioners of the County of Weld, a political subdivision of the State of Colorado.

Mailing Address: 1150 O Street, P.O. Box 758, Greeley, Colorado 80632.

Legal Description of Land Owned: See legal descriptions or as shown in attached **Exhibit A-D.**

[illegible]

purports to be.


Circulator, BRUCE T. BARKER

APRIL The foregoing instrument was acknowledged before me this 26th day of
, 2021 by BRUCE T. BARKER .

CHERYL LYNN HOFFMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144048044
MY COMMISSION EXPIRES DEC. 19, 2022

MY COMMISSION EXPIRES DEC. 19, 2018



Notary Public, CHERYL LYNN HOFFMAN



EXHIBIT "A"
LOCUST STREET ANNEXATION
LEGAL DESCRIPTIONS

ANNEXATION NO. 1

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, AND THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577161; THENCE S89°09'39"E ALONG THE SOUTH LINE OF SAID ANNEXATION A DISTANCE OF 60.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE S11°26'39"W A DISTANCE OF 148.42 FEET TO A POINT ON THE EAST LINE OF THE SAID NORTHEAST QUARTER OF SECTION 9; THENCE N11°47'38"W A DISTANCE OF 149.50 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 4,377 SQUARE FEET OR 0.100 ACRE, MORE OR LESS.

ANNEXATION NO. 2

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, AND THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577161; THENCE S11°47'38"E A DISTANCE OF 149.50 TO A POINT ON THE EAST LINE OF THE SAID NORTHEAST QUARTER OF SECTION 9; THENCE N11°26'39"E A DISTANCE OF 148.42 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE S02°09'04"W A DISTANCE OF 725.77 FEET TO A POINT ON THE EAST LINE OF THE SAID NORTHEAST QUARTER OF SECTION 9; THENCE N02°35'00"W A DISTANCE OF 726.87 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 17,394 SQUARE FEET OR 0.399 ACRE, MORE OR LESS.



ANNEXATION NO. 3

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 9, AND THE WEST HALF OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577161; THENCE S02°35'00"E A DISTANCE OF 726.87 TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE N02°09'04"E A DISTANCE OF 725.77 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE S00°15'15"W A DISTANCE OF 3629.89 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE N00°41'34"W A DISTANCE OF 3631.00 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 87,139 SQUARE FEET OR 2.000 ACRES, MORE OR LESS.

ANNEXATION NO. 4

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTIONS 9, 16, 21, AND 28, AND THE WEST HALF OF SECTIONS 10, 15, 22, AND 27, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577161; THENCE S00°41'34"E A DISTANCE OF 3631.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE N00°15'15"E A DISTANCE OF 3629.89 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE ALONG THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING SEVEN (7) COURSES: 1) S00°13'04"E A DISTANCE OF 2596.41 FEET; 2) S00°13'24"E A DISTANCE OF 2627.37 FEET; 3) S00°04'44"E A DISTANCE OF 2631.93 FEET; 4) S00°05'06"E A DISTANCE OF 2632.29 FEET; 5) S00°03'41"E A DISTANCE OF 2649.14 FEET; 6) S00°03'21"E A DISTANCE OF 2649.62 FEET; 7) S01°03'34"E A DISTANCE OF 29.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 18; THENCE S89°14'09"W ALONG SAID SOUTH LINE A DISTANCE OF 30.23 FEET; THENCE S89°30'48"W CONTINUING ALONG SAID SOUTH LINE A DISTANCE OF 29.77 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE ALONG THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING TEN (10) COURSES: 1) N01°03'34"W A DISTANCE OF 29.96 FEET; 2) N00°03'21"W A DISTANCE OF 1439.37 FEET; 3) S89°56'39"W A DISTANCE OF 20.00 FEET; 4) N00°03'21"W A DISTANCE OF 1210.74 FEET; 5) N89°54'05"E A DISTANCE OF 20.00 FEET; 6) N00°03'41"W A DISTANCE OF 2649.14 FEET; 7) N00°05'06"W A DISTANCE OF 2632.29 FEET; 8) N00°04'44"W A DISTANCE OF 2631.85 FEET; 9) N00°13'24"W A DISTANCE OF 2627.31 FEET; 10) N00°13'04"W A DISTANCE OF 2597.52 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 864,353 SQUARE FEET OR 19.843 ACRES, MORE OR LESS.



EXHIBIT "B"
LOCUST STREET ANNEXATION
LEGAL DESCRIPTIONS

ANNEXATION NO. 5

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE N10°58'28"E A DISTANCE OF 149.11 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S12°06'21"E A DISTANCE OF 150.82 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID ANNEXATION; THENCE N88°57'52"W ALONG THE NORTH LINE OF SAID ANNEXATION A DISTANCE OF 60.02 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 4,408 SQUARE FEET OR 0.101 ACRE, MORE OR LESS.

ANNEXATION NO. 6

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE N01°39'55"E A DISTANCE OF 748.30 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S02°55'29"E A DISTANCE OF 750.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID ANNEXATION; THENCE N12°06'21"W A DISTANCE OF 150.82 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S10°58'28"W A DISTANCE OF 149.11 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 18,049 SQUARE FEET OR 0.414 ACRE, MORE OR LESS.



ANNEXATION NO. 7

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE N00°00'56"E A DISTANCE OF 2652.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE S01°16'48"E A DISTANCE OF 2654.26 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID ANNEXATION; THENCE N02°55'29"W A DISTANCE OF 750.05 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S01°39'55"W A DISTANCE OF 748.30 FEET TO THE **POINT OF BEGINNING**;

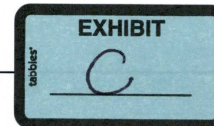
CONTAINING 57,139 SQUARE FEET OR 1.312 ACRES, MORE OR LESS.

ANNEXATION NO. 8

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTIONS 33 AND 28, AND THE WEST HALF OF SECTIONS 34 AND 27, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE ALONG THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING FOUR (4) COURSES: 1) N00°37'57"W A DISTANCE OF 2652.31 FEET; 2) N00°45'47"W A DISTANCE OF 2643.53 FEET; 3) N00°45'12"W A DISTANCE OF 2641.76 FEET; 4) N00°54'58"W A DISTANCE OF 2548.42 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 66; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF HIGHWAY 66 FOR THE FOLLOWING THREE (3) COURSES: 1) S45°24'00"E A DISTANCE OF 2.86 FEET; 2) N89°52'35"E A DISTANCE OF 28.00 FEET; 3) S89°25'58"E A DISTANCE OF 30.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE ALONG THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING FOUR (4) COURSES: 1) S00°54'58"E A DISTANCE OF 2545.30 FEET; 2) S00°45'12"E A DISTANCE OF 2641.84 FEET; 3) S00°45'47"E A DISTANCE OF 2643.59 FEET; 4) S00°37'57"E A DISTANCE OF 2654.13 FEET TO A POINT ON THE NORTH LINE OF SAID ANNEXATION; THENCE N01°16'48"W A DISTANCE OF 2654.26 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE S00°00'56"W A DISTANCE OF 2652.51 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 549,478 SQUARE FEET OR 12.614 ACRES, MORE OR LESS.

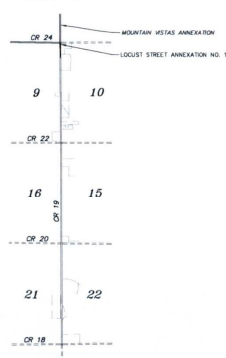


LOCUST STREET ANNEXATION NO. 1 TO THE TOWN OF FIRESTONE

A PORTION OF THE NORTHEAST QUARTER OF SECTION 9 AND THE NORTHWEST
QUARTER OF SECTION 10, T2N, R67W OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF WELD, STATE OF COLORADO

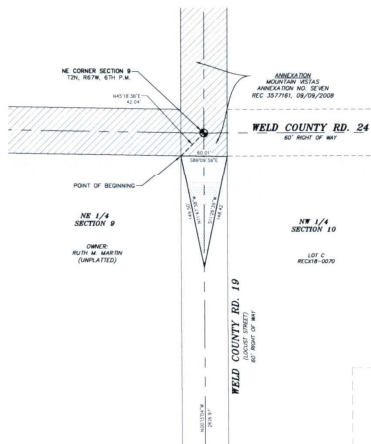
SHEET 1 OF 1

KEY MAP
SCALE: 1" = 2000'



LEGEND
- PROPERTY BEING ANNEXED
- EXISTING TOWN LIMITS

NOTES:
1) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREIN TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
2) 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 SURVEYOR'S STATEMENT SHOWN HEREON.



CONTINUITY

TOTAL PERIMETER OF PROPERTY: 307.67'
1/8 TOTAL PERIMETER OF PROPERTY: 38.46'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE: 38.46'
TOTAL AREA BEING ANNEXED: 4.377 SQ. FT. OR 0.100 ACRE, MORE OR LESS

SURVEYING CERTIFICATE

I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREIN DESCRIBED PARCELS OF LAND AND THAT AT LEAST ONE-NINTH (1/9) OF THE FOREWORN BOUNDARY OF SAID PARCELS IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.

JOHN P. EHRHART
COLORADO P.L.S. #00414
EHRHART LAND SURVEYING, LLC
P.O. BOX 830, LONE TREE, CO. 80501
PHONE: 303-828-3340



ANNEXATION DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 9 AND THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 19; THENCE S01°10'10"E 43.04 FEET TO A POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. 20, BEING RECORDED SEPTEMBER 8, 2006 AT RECEPTION NO. 207774; THENCE S01°10'10"E ALONG THE SOUTH LINE OF SAID ANNEXATION A DISTANCE OF 80.91 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 19; THENCE S01°00'00"E A DISTANCE OF 148.50 FEET TO A POINT ON THE EAST LINE OF THE SAID NORTHEAST QUARTER OF SECTION 9; THENCE N11°17'00"E A DISTANCE OF 148.50 FEET TO THE POINT OF BEGINNING.
CONTAINING 4.377 SQUARE FEET OR 0.100 ACRE, MORE OR LESS.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "LOCUST STREET ANNEXATION NO. 1" WAS APPROVED ON THE _____ DAY OF _____ A.D. 20____ BY ORDINANCE NO. _____ 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.

MAYOR _____

ATTEST: TOWN CLERK _____

EHRHART
LAND SURVEYING
P.O. BOX 830 • Lone Tree, Colorado 80101
(303) 828-3340

SHEET:
1 OF 1
DATE: 1/1/21
DRAWN BY: JPE
PROJ. NO.: 20200400

A PORTION OF THE NORTHEAST QUARTER OF SECTION 9 AND THE NORTHWEST
QUARTER OF SECTION 10, T2N, R67W OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 1

CONTIGUITY

SURVEYING CERTIFICATE:

JOHN P. EDHART
COLORADO P.L.S. #29414
EDHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340

ANNEXATION DESCRIPTION:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELDY COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELDY COUNTY ROAD 10, THE FORECLOSURE LINE OF THE 1997 FORECLOSURE SALE OF THE EAST 1/4 OF SECTION 36, T42N, R10E, S18E, A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 357318; THENCE S11°47'30"E A DISTANCE OF 146.85 TO A POINT ON THE EAST LINE OF THE FORECLOSURE LINE OF THE 1997 FORECLOSURE SALE OF THE EAST 1/4 OF SECTION 36, T42N, R10E, S18E, A DISTANCE OF 146.82 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELDY COUNTY ROAD 19; THENCE S02°00'04"W A DISTANCE OF 725.77 FEET TO A POINT ON THE EAST LINE OF THE FORECLOSURE LINE OF THE 1997 FORECLOSURE SALE OF THE EAST 1/4 OF SECTION 36, T42N, R10E, S18E, A DISTANCE OF 726.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,394 SQUARE FEET OR 0.399 ACRES, MORE OR LESS.

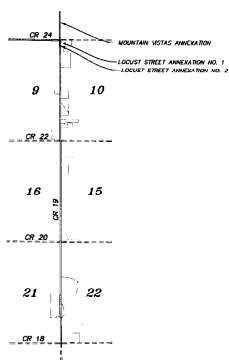
TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "LOCUST STREET ANNEXATION NO. 2" WAS APPROVED ON THE _____ DAY OF _____ A.D., 20____ BY ORDINANCE NO. _____ 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.

MAYOR

ATTEST: TOWN CLERK

KEY MAP
SCALE: 1" = 2000'



LEGEND

 - PROPERTY BEING ANNEXED

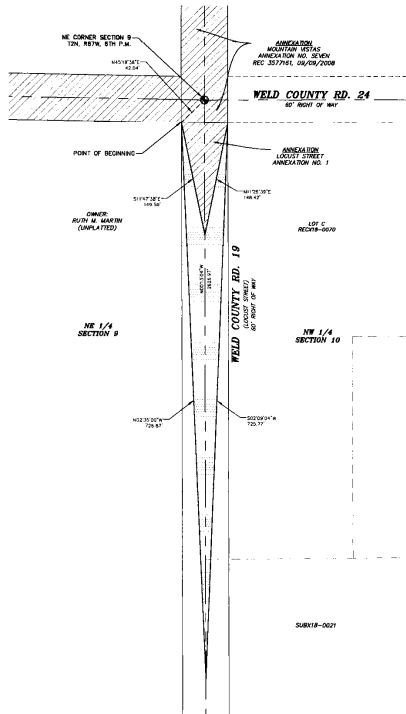
 - EXISTING TOWN LIMITS



NOTES:

1) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.

2) 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 SURVEYOR'S STATEMENT SHOWN HEREON.



SUBX18-0021

EHRHART
LAND SURVEYING
P.O. Box 930 • Elk, Colorado 80518
(303) 426-7340
www.ehrhartco.com

SHEET:	1 OF 1
DATE:	2/10/2
DRAWN BY:	JPE
PROJECT:	02100

A PORTION OF THE EAST HALF OF SECTION 9 AND THE WEST HALF OF
SECTION 10, T2N, R67W OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 1

CONTIGUITY.

TOTAL PERIMETER OF PROPERTY _____ 8,713.55'
1/8 TOTAL PERIMETER OF PROPERTY _____ 1,452.26'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE _____ 1,452.64'

TOTAL AREA BEING ANNEXED: 87,139 SQ. FT. OR 2.000 ACRE, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. ENRSHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.

JOHN P. EHRLHART
COLORADO P.L.S. #29414
EHLHART LAND SURVEYING, LLC
PO BOX 930, ERE, CO 80516
PHONE: 303-626-3340

ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 9, AND THE WEST HALF OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 87 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM THE INTERSECTION OF SAID SECTION 9; BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT OF BEGINNING OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 8, 2008 AT RECEPTION NO. 3377181; THENCE S02°30'50"E A DISTANCE OF 728.87 TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE N02°09'04"E A DISTANCE OF 728.77 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE S00°15'10"E A DISTANCE OF 363.01 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE N00°41'34"E A DISTANCE OF 363.01 FEET TO THE POINT OF BEGINNING.

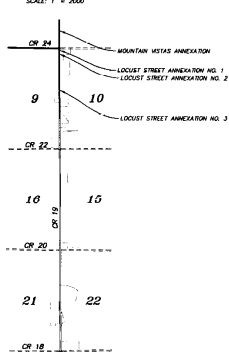
TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "LOCUST STREET ANNEXATION NO. 3" WAS APPROVED ON THE _____ DAY OF _____ A.D., 20____ BY ORDINANCE NO. _____ 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.

MAYOR _____ ATTEST: TOWN CLERK _____

EHRHART
LAND SURVEYING
P.O. Box 930 • Erie, Colorado 80521
(303) 456-4300

SHEET:	1 OF 1
DATE:	2/10/21
DRAWN BY:	JPE
PROJECT:	5215049



LEGEND

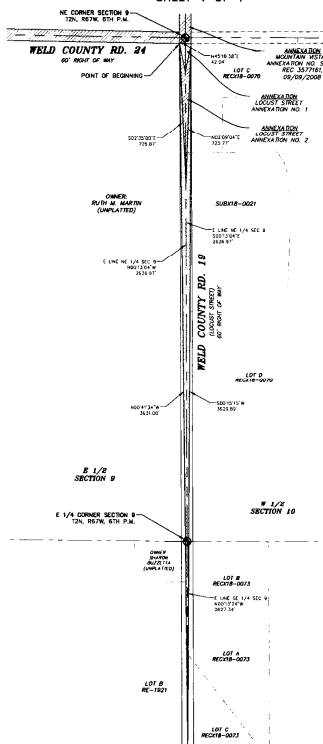
☐ - PROPERTY BEING ANNEXED

☐ - EXISTING TOWN LIMITS



NOTES:

1) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EMMERT LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.



A PORTION OF THE EAST HALF OF SECTIONS 9, 16, 21, AND 28, AND THE WEST HALF
OF SECTIONS 10, 15, 22, AND 27, T2N, R67W OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF WELD, STATE OF COLORADO

ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTIONS 9, 16, 21, AND 28, AND THE WEST HALF OF SECTIONS 10, 15, 22, AND 27, TOWNSHIP 3 NORTH, RANGE 87 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

NOTES:

1) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.

2) 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 SURVEYOR'S STATEMENT SHOWN HEREON.

CONTIGUITY

TOTAL PERIMETER OF PROPERTY _____ 38,995.72'
1/8 TOTAL PERIMETER OF PROPERTY _____ 6,498.29'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE _____ 7,260.86'

TOTAL AREA BEING ANNEXED: 884,353 SQUARE FEET OR 19.843 ACRES, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. EHRLHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIC, CO 80516
PHONE: 303-828-3340

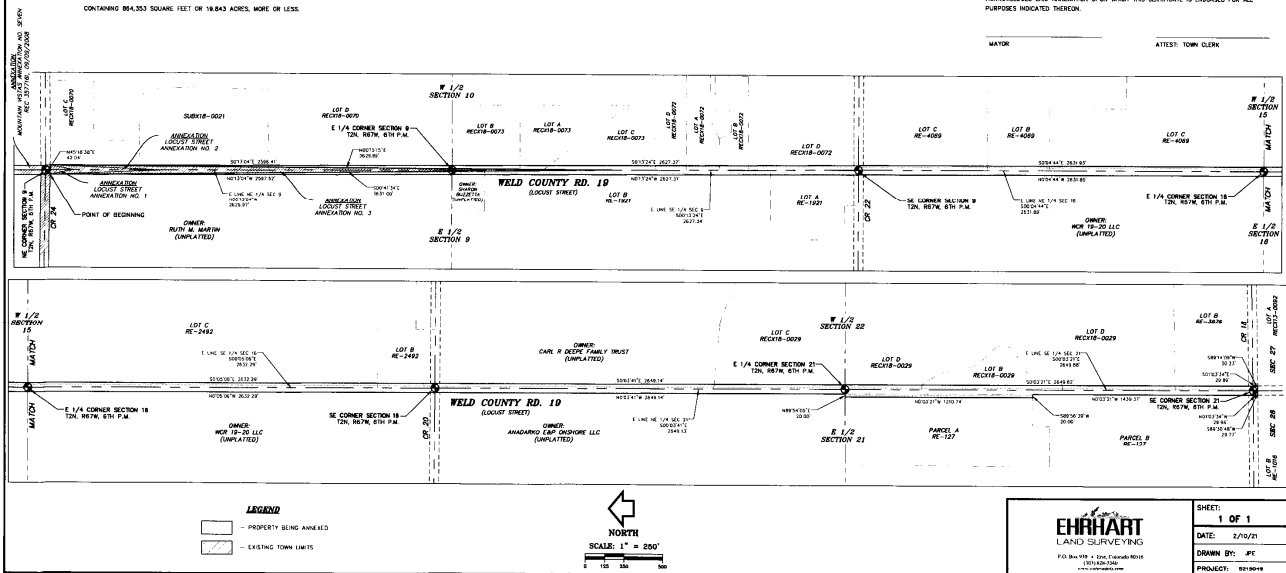


TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "LOCUST STREET ANNEXATION NO. 4" WAS APPROVED ON THE _____ DAY OF _____ A.D., 20____ BY ORDINANCE NO. _____ 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.

MAYOR

ATTEST: TOWN CLERK



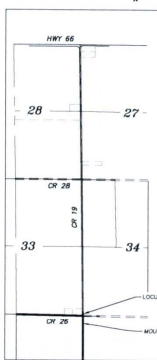


LOCUST STREET ANNEXATION NO. 5 TO THE TOWN OF FIRESTONE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33 AND THE SOUTHWEST
QUARTER OF SECTION 34, T3N, R67W OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF WELD, STATE OF COLORADO

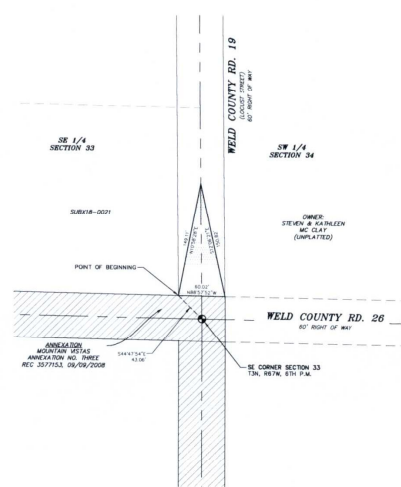
SHEET 1 OF 1

KEY MAP
SCALE: 1" = 2000'



LEGEND
- PROPERTY BEING ANNEXED
- EXISTING TOWN LIMITS

NOTES:
1. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREIN TO SET FORTH RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
2. NOTING 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 SURVEYOR'S STATEMENT SHOWN HEREON.



NORTH
SCALE: 1" = 80'

CONTIGUITY
TOTAL PERIMETER OF PROPERTY: 355.86'
1/8" TOTAL PERIMETER OF PROPERTY: 35.86'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE: 80.02'
TOTAL AREA BEING ANNEXED: 4.408 SQ. FT. OR 0.101 ACRE, MORE OR LESS

SURVEYING CERTIFICATE:
I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREON DESCRIBED PARCELS OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIMETER BOUNDARY OF SAID PARCELS IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.

JOHN P. EHRHART
COLORADO L.S. #28414
EHRHART LAND SURVEYING, LLC
PO BOX 830 LENO, CO 80516
PHONE: 303-689-3340

ANNEXATION DESCRIPTION:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.10 FEET, LAND RIGHT BEING ON THE NORTH LINE OF THE MOUNTAIN VESTAS ANNEXATION NO. 1 TRACT, RECORDED OF NUMBER 8, JOHN AT RECEPTION NO. 337753, THENCE N08°27'14"E A DISTANCE OF 143.11 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHWEST QUARTER OF SECTION 33, THENCE S22°07'14"E A DISTANCE OF 152.83 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 19, LAND POINT ALSO BEING ON THE NORTH LINE OF SAID ANNEXATION, THENCE N08°27'14"E ALONG THE NORTH LINE OF SAID ANNEXATION A DISTANCE OF 80.02 FEET TO THE POINT OF BEGINNING.
CONTAINING 4.408 SQUARE FEET OR 0.101 ACRE, MORE OR LESS.

TOWN APPROVAL
THIS IS TO CERTIFY THAT THE "LOCUST STREET ANNEXATION NO. 5" WAS APPROVED ON THE ____ DAY OF ____, A.D. 20____, BY ORDINANCE NO. ____ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE OR BEAUF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID ANNEXATION UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

WATSON _____ ATTEST: TOWN CLERK _____

EHRHART LAND SURVEYING P.O. Box 830 • Leno, Colorado 80516 (303) 689-3340 www.ehrhart.com	SHEET: 1 OF 1
	DATE: 2/16/21
	DRAWN BY: JPE
	PROJECT: 6218049

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33 AND THE SOUTHWEST
QUARTER OF SECTION 34, T3N, R67W OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF WELD, STATE OF COLORADO

CONTIGUITY

SURVEYING CERTIFICATE:

JOHN P. EHRLHART
COLORADO P.L.S. #29414
EHRLHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-826-3340

ANNEXATION DESCRIPTION:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF WILD COUNTRY ROAD 26 AND THE WEST RIGHT OF WAY OF WILD COUNTRY ROAD 19, 30.72192671° IS A DISTANCE OF 43.00 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3072192671; THENCE S82°02'30" E, SAID SECTION 33 BEARS 244°17'54" A DISTANCE OF 43.00 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S02°02'30" E, A DISTANCE OF 750.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF WILD COUNTRY ROAD 19, 30.72192671° IS A DISTANCE OF 150.82 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S02°02'30" E A DISTANCE OF 148.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,049 SQUARE FEET OR 0.414 ACRE, MORE OR LESS.

TOWN APPROVAL

MAYOR ATTEST: TOWN CLERK

KEY MAP
SCALE: 1" = 1500'



LEGEND

 - PROPERTY BEING ANNEXED

 - EXISTING TOWN LIMITS



NOTES:

1) THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EMMHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.

2) 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 SURVEYOR'S STATEMENT SHOWN HEREON.

2) 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 SURVEYOR'S STATEMENT SHOWN HEREON.

LOT C
RECK17-0178

GINNER:
STEVEN & KATHLEEN
MC CLAY
(UNPLATTED)

SE 1/4
SECTION 33SW 1/4
SECTION 3

WELD COUNTY RD. 19
(LOCUST STREET)
400 S. WINDSOR AVE. WINDSOR

SUBMIT-0027

POINT OF BEGINNING

ANNEXATION
LOCUST STREET
ANNEXATION NO. 5

WELD COUNTY RD. 26

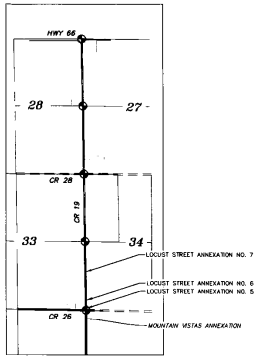
ANNEXATION
MOUNTAIN VISTA
ANNEXATION NO. THREE
REC 3577153, 09/09/2008

SE CORNER SECTION 3
T3N, R67W, 6TH P.M.

EHRHART
LAND SURVEYING
P.O. Box 930 • Eng, Colorado 80515
(303) 326-3340
www.ehrhart.com

SHEET:	1 OF 1
DATE:	2/18/21
DRAWN BY:	JPE
PROJECT:	3215049

KEY MAP
SCALE 1" = 200'



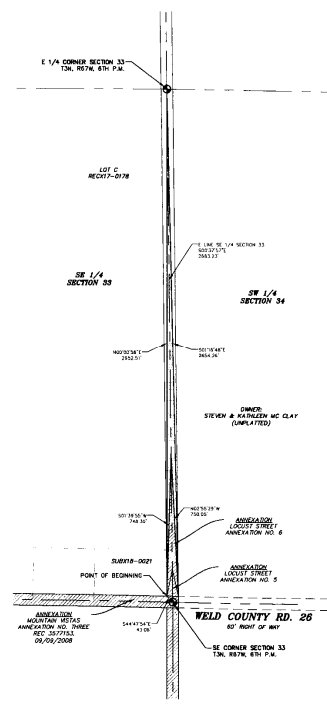
LEGEND
PROPERTY BEING ANNEXED
EXISTING TOWN LIMITS

NORTH
SCALE: 1" = 200'

NOTES:
1) THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY ENHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
2) 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 SURVEYOR'S STATEMENT SHOWN HEREON.

LOCUST STREET ANNEXATION NO. 7 TO THE TOWN OF FIRESTONE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33 AND THE SOUTHWEST QUARTER OF SECTION 34, T3N, R67W OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF WELD, STATE OF COLORADO
SHEET 1 OF 1



CONTIGUITY
TOTAL PERIMETER OF PROPERTY: 6,800.15'
1/4 TOTAL PERIMETER OF PROPERTY: 1,700.39'
PERIMETER OF UNANNEXED (U) AND TOWN OF FIRESTONE (F) AREAS: 1,700.39'
TOTAL AREA BEING ANNEXED: 57.138 AC. OR 1.312 ACRES, MORE OR LESS

SURVEYING CERTIFICATE:
I, JOHN P. ENHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT REPRESENTATION OF THE HEREIN DESCRIBED PARCEL, OF LAND, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33 AND THE SOUTHWEST QUARTER OF SECTION 34, T3N, R67W OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS S 89° 59' 35\"/>

JOHN P. ENHART
COLORADO P.L.S. #28414
ENHART LAND SURVEYING, LLC
P.O. BOX 802, FORT COCKER, CO 80601
PHONE: 303-828-3340

ANNEXATION DESCRIPTION:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS S 89° 59' 35\"/>

TOWN APPROVAL
THIS IS TO CERTIFY THAT THE "LOCUST STREET ANNEXATION NO. 7" WAS APPROVED ON THE _____ DAY OF _____, A.D., 20____, BY ORDINANCE NO. _____ 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.

MAYOR _____ ATTEST: TOWN CLERK _____

ENHART
LAND SURVEYING
P.O. BOX 802 • FORT COCKER, CO 80601
(303) 828-3340

SHEET:
1 OF 1
DATE: 2/18/21
DRAWN BY: JPE
PROJECT: 2013049

LOCUST STREET ANNEXATION NO. 8
TO THE TOWN OF FIRESTONE

A PORTION OF THE EAST HALF OF SECTIONS 33 AND 28, AND THE WEST HALF OF
SECTIONS 34 AND 27, T3N, R67W OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 1

ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTIONS 33 AND 28, AND THE WEST HALF
OF SECTIONS 34 AND 27, T3N, R67W OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 28
AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST
CORNER OF SAID SECTION 33 BEARS BEARS 84°45'00"E A DISTANCE OF 43.84 FEET, AND POINT BEING
ON THE NORTH LINE OF THE ACQUISITION VOTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 15,
2008, AT SECTION 33, BEARING 84°45'00"E ALONG THE WEST RIGHT OF WAY LINE OF WELD
COUNTY ROAD 19 FOR THE FOLLOWING FOUR (4) COURSES: (1) N02°33'57"W A DISTANCE OF
284.42 FEET; (2) N02°44'07"W A DISTANCE OF 284.42 FEET TO A POINT ON THE SOUTH RIGHT
OF WAY LINE OF STATE HIGHWAY 66, THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF HIGHWAY
66 FOR THE FOLLOWING THREE (3) COURSES: (1) S62°42'00"E A DISTANCE OF 2.86 FEET; (2)
N02°33'57"W A DISTANCE OF 284.42 FEET; (3) S89°22'54"E A DISTANCE OF 284.42 FEET TO A POINT
ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, THENCE ALONG THE EAST RIGHT OF
WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING FOUR (4) COURSES: (1) S09°45'00"E A
DISTANCE OF 284.42 FEET; (2) S02°44'07"W A DISTANCE OF 284.42 FEET; (3) S02°44'07"W A
DISTANCE OF 284.42 FEET; (4) S02°44'07"W A DISTANCE OF 284.42 FEET TO A POINT ON THE
NORTH LINE OF SAID ANNEXATION, THENCE N02°44'07"W A DISTANCE OF 284.42 FEET TO THE
EAST QUARTER CORNER OF SAID SECTION 33, THENCE S02°44'07"W A DISTANCE OF 284.42 FEET
TO THE POINT OF BEGINNING.

CONTAINING 548,478 SQUARE FEET OR 12.614 ACRES, MORE OR LESS.

CONTIGUITY

TOTAL PERIMETER OF PROPERTY: 38,338.51'
1/2 TOTAL PERIMETER OF PROPERTY: 19,169.25'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE: 19,169.25'
TOTAL AREA BEING ANNEXED: 548,478 SQUARE FEET OR 12.614 ACRES, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. EINHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF
COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWING HEREON IS A
CORRECT REPRESENTATION OF THE REAL PARCELS OF LAND AND THAT THE
CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE
ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.

JOHN P. EINHART
COLORADO P.L.S. #2814
EINHART LAND SURVEYING, LLC
PO BOX 820, LENO, CO 80539
PHONE: 303-828-3340



NOTES:

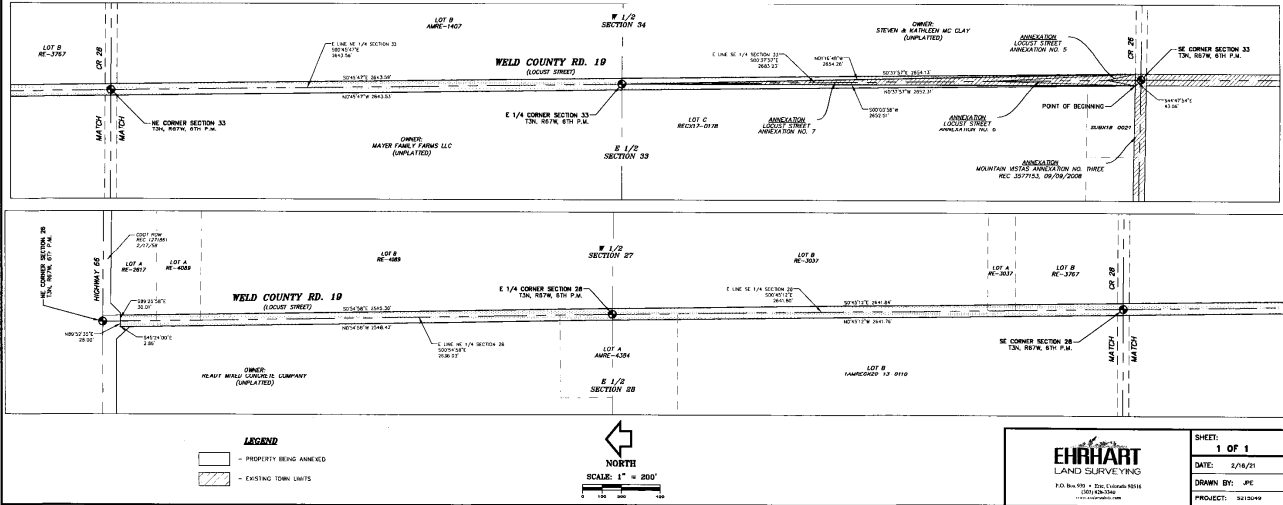
- THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT
AND DOES NOT CONSTITUTE A TITLE SEARCH BY EINHART LAND SURVEYING, LLC OF
THE PROPERTY SHOWN AND DISCLOSED HEREON TO DETERMINE RIGHT-OF-WAY,
EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION
BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST
OBTAIN KNOWLEDGE OF THE DEFECT. ANY ACTION BRANGLING UPON ANY DEFECT IN
THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE
SURVEYOR'S STATEMENT SHOWN HEREON.

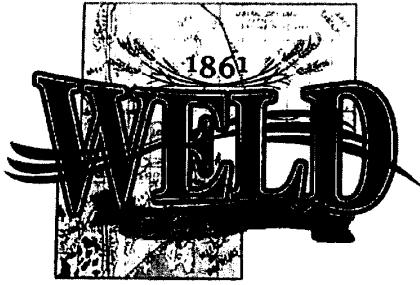
TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "LOCUST STREET ANNEXATION NO. 8" WAS APPROVED ON THE
____ DAY OF _____, A.D. 20____, BY ORDINANCE NO. _____ 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.

MAYOR

ATTEST: TOWN CLERK





COUNTY ATTORNEY

1150 "O" STREET
P O BOX 758
GREELEY CO 80632
www.co.weld.co.us
Direct Line: 970.336.7235
FAX: 970.352.0242

February 17, 2021

Mayor Bobbi Sindelar
Town of Firestone
151 Grant Avenue
P.O. Box 100
Firestone, CO 80520
bsindelar@firestoneco.gov

Mayor Zo Stieber
City of Fort Lupton
130 S. McKinley
Ft. Lupton, CO 80621
zstieber@fortluptonco.gov

RE: Annexation of WCR 19

Dear Mayors Sindelar and Stieber:

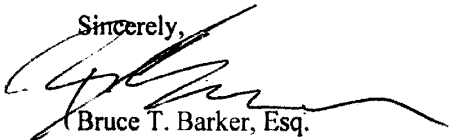
The Town of Firestone has asked the Board of County Commissioners of Weld County to petition the Town for the annexation of certain portions of Weld County Road (WCR) 19. See the enclosed copy of the Town's letter, Annexation Petition, and Annexation Agreement, with associated Exhibits A through D.

The Board is aware of the City of Fort Lupton's current consideration of the Hagler Annexation, which includes a similar portion of WCR 19.

The Board will consider Firestone's request at the Board's regular meeting on Monday, February 22, 2021, at 9:00 a.m. in the Centennial Hearing Room, Weld County Administration Building, 1150 O Street, Greeley, CO. The Board would like to have representatives from both municipalities present at the meeting to present testimony on the matter.

Please call me at (970) 400-4390, if you have any questions or wish to discuss.

Sincerely,



Bruce T. Barker, Esq.
Weld County Attorney

Enc.

*AUSMUS LAW FIRM, P.C.
6020 Greenwood Plaza Blvd., Suite 100
Greenwood Village, CO 80111
Telephone: 303-694-4248
E-mail: andy@ausmuslaw.com*

**J. Andrew Ausmus
Adam R. Ausmus
Of Counsel
Christy K. Ausmus
Tricia McCarthy**

February 19, 2021

Mr. Bruce Barker, esq.
Weld County Attorney
1555 N. 17th Avenue
Greeley, CO 80631
VIA EMAIL

Re: City of Ft. Lupton Request for Continuance of Agenda Item

Dear Bruce:

Thank you for notifying the City of Fort Lupton of the agenda item involving the Town of Firestone's request for consideration of a Petition for Annexation.

As the City was just notified of this proposed Petition recently, the City of Fort Lupton would respectfully request that this item be continued by the Board to a later date to allow the City of Fort Lupton adequate time to meet with Firestone staff and attorneys or in the alternative, to be adequately represented at the hearing by legal counsel and staff.

It is our position that no party would be prejudiced by a sixty-day continuance in order to allow both municipalities to meet in good faith and discuss possible ways to amicably resolve this matter.

Thank you in advance for the Board's consideration of this continuance request.

Please do not hesitate to contact me with any questions.

Sincerely,

AUSMUS LAW FIRM, P.C.



J. Andrew Ausmus

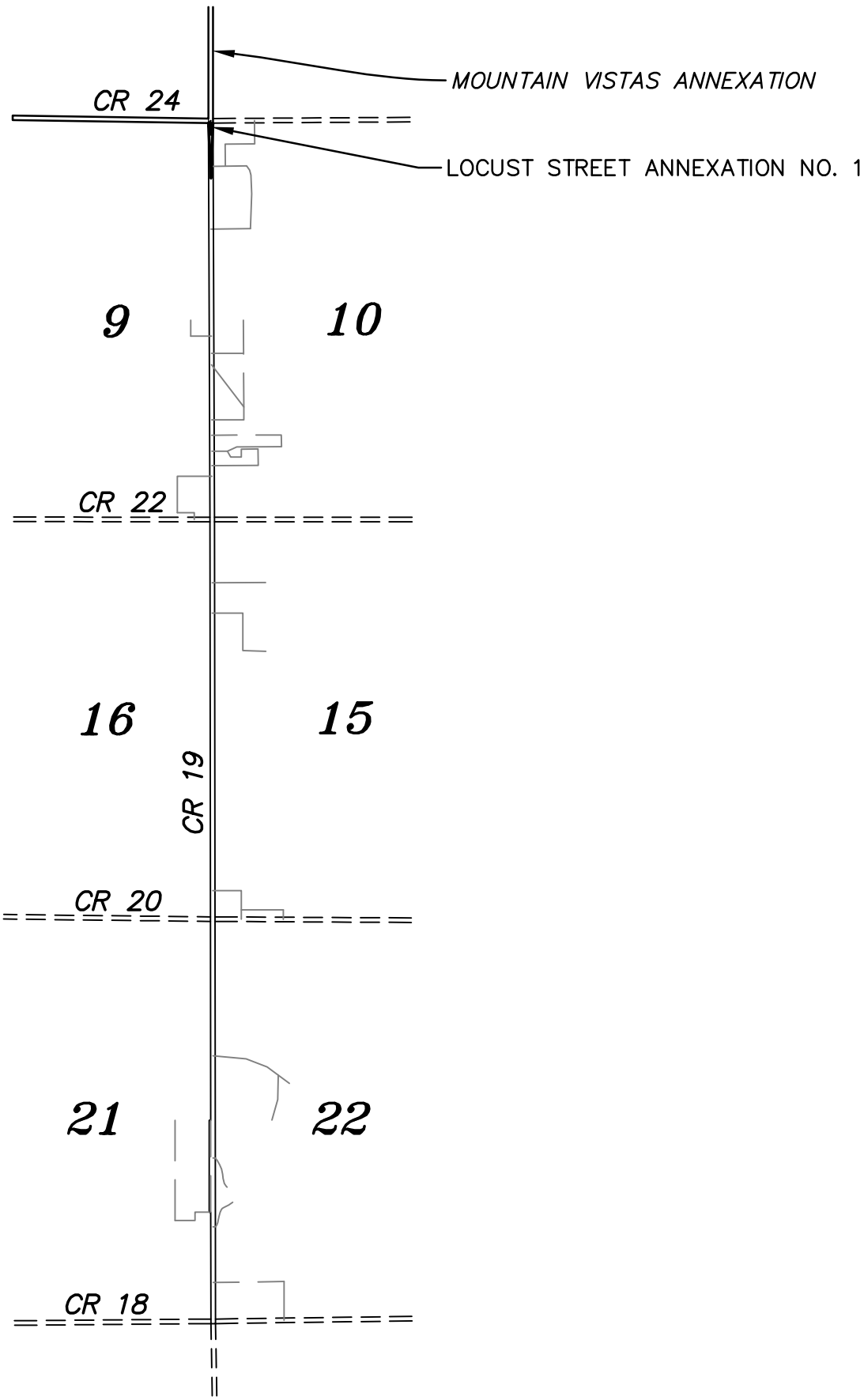
Cc: City Administrator
City Planner
City Engineer
Brian Connelly, esq.

FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 1
TO THE TOWN OF FIRESTONE

A PORTION OF THE NORTHEAST QUARTER OF SECTION 9 AND THE NORTHWEST
QUARTER OF SECTION 10, T2N, R67W OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
0.100 ACRE AN-21-006

SHEET 1 OF 1

KEY MAP
SCALE: 1" = 2000'



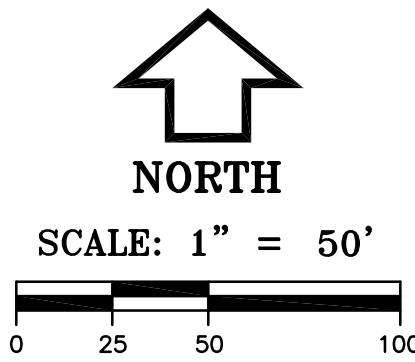
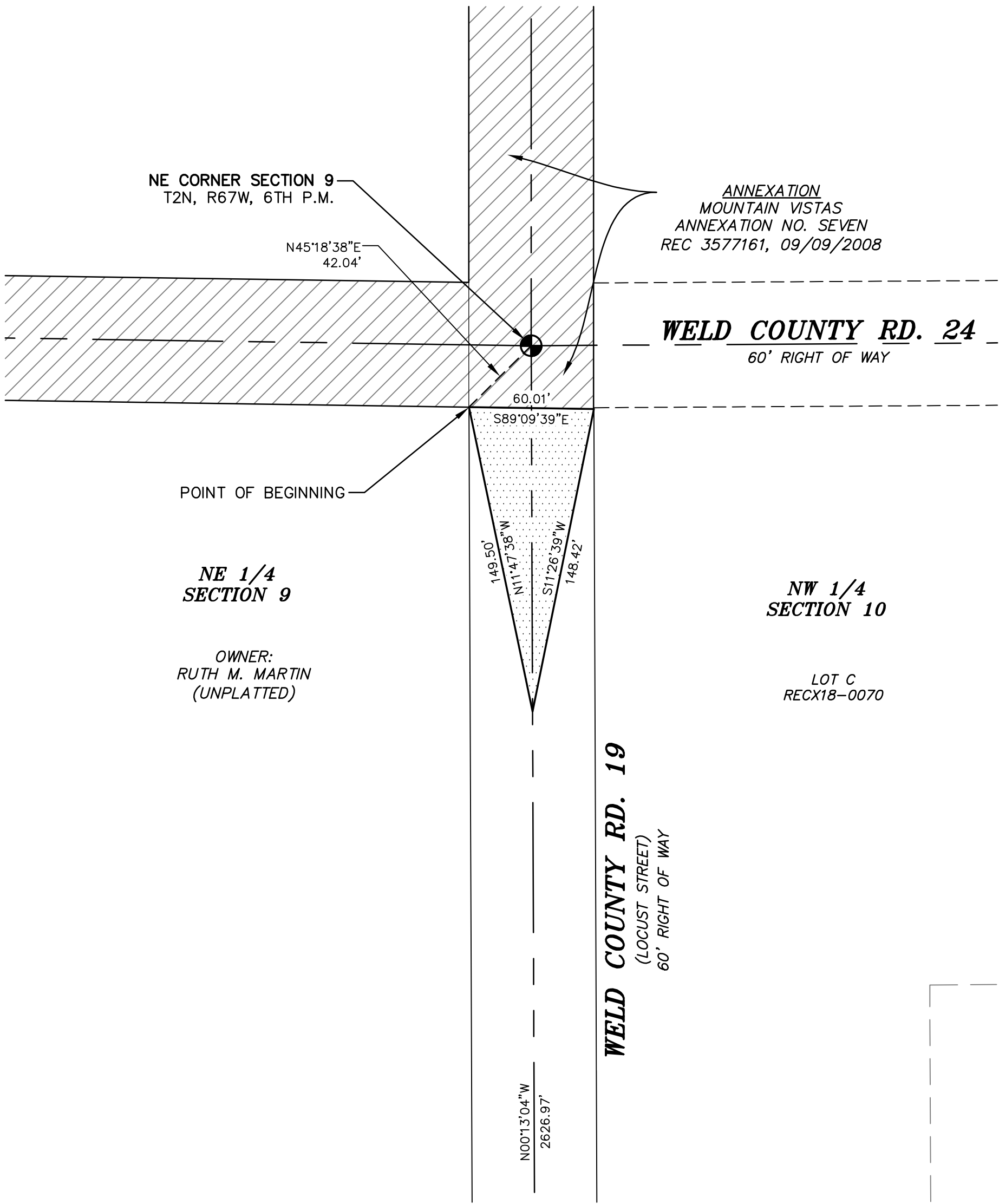
LEGEND

PROPERTY BEING ANNEXED

EXISTING TOWN LIMITS

NOTES:

- 1) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
- 2) 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 SURVEYOR'S STATEMENT SHOWN HEREON.



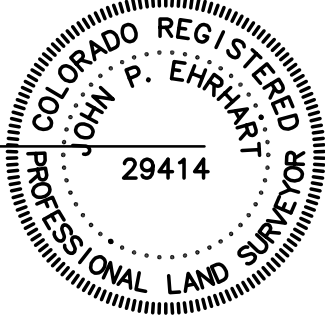
CONTIGUITY

TOTAL PERIMETER OF PROPERTY 357.93'
1/6 TOTAL PERIMETER OF PROPERTY 59.66'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE 59.89'
TOTAL AREA BEING ANNEXED: 4,377 SQ. FT. OR 0.100 ACRE, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340



ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, AND THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577161; THENCE S89°09'39"E ALONG THE SOUTH LINE OF SAID ANNEXATION A DISTANCE OF 60.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE S11°26'39"W A DISTANCE OF 148.42 FEET TO A POINT ON THE EAST LINE OF THE SAID NORTHEAST QUARTER OF SECTION 9; THENCE N11°47'38"W A DISTANCE OF 149.50 FEET TO THE POINT OF BEGINNING;

CONTAINING 4,377 SQUARE FEET OR 0.100 ACRE, MORE OR LESS.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 1" WAS APPROVED ON THE ____ DAY OF _____ A.D., 20____ BY ORDINANCE NO. _____ 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.

MAYOR _____ ATTEST: TOWN CLERK _____

EHRHART
LAND SURVEYING
P.O. Box 930 • Erie, Colorado 80516
(303) 828-3340
www.coloradolands.com

SHEET:
1 OF 1
DATE: 6/21/21
DRAWN BY: JPE
PROJECT: S215049

FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 2
TO THE TOWN OF FIRESTONE

A PORTION OF THE NORTHEAST QUARTER OF SECTION 9 AND THE NORTHWEST
QUARTER OF SECTION 10, T2N, R67W OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
0.399 ACRE AN-21-006

SHEET 1 OF 1

CONTIGUITY

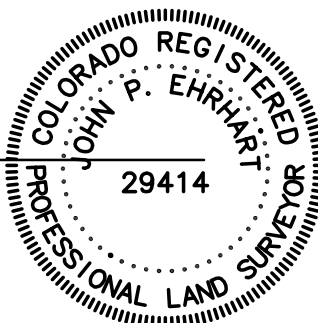
TOTAL PERIMETER OF PROPERTY 1.750.56'
1/6 TOTAL PERIMETER OF PROPERTY 291.76'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE 297.92'

TOTAL AREA BEING ANNEXED: 17,394 SQ. FT. OR 0.399 ACRE, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340



ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, AND THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577161; THENCE S11°47'38"E A DISTANCE OF 149.50 TO A POINT ON THE EAST LINE OF THE SAID NORTHEAST QUARTER OF SECTION 9; THENCE N11°26'39"E A DISTANCE OF 148.42 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE S02°09'04"W A DISTANCE OF 725.77 FEET TO A POINT ON THE EAST LINE OF THE SAID NORTHEAST QUARTER OF SECTION 9; THENCE N02°35'00"W A DISTANCE OF 726.87 FEET TO THE POINT OF BEGINNING;

CONTAINING 17,394 SQUARE FEET OR 0.399 ACRE, MORE OR LESS.

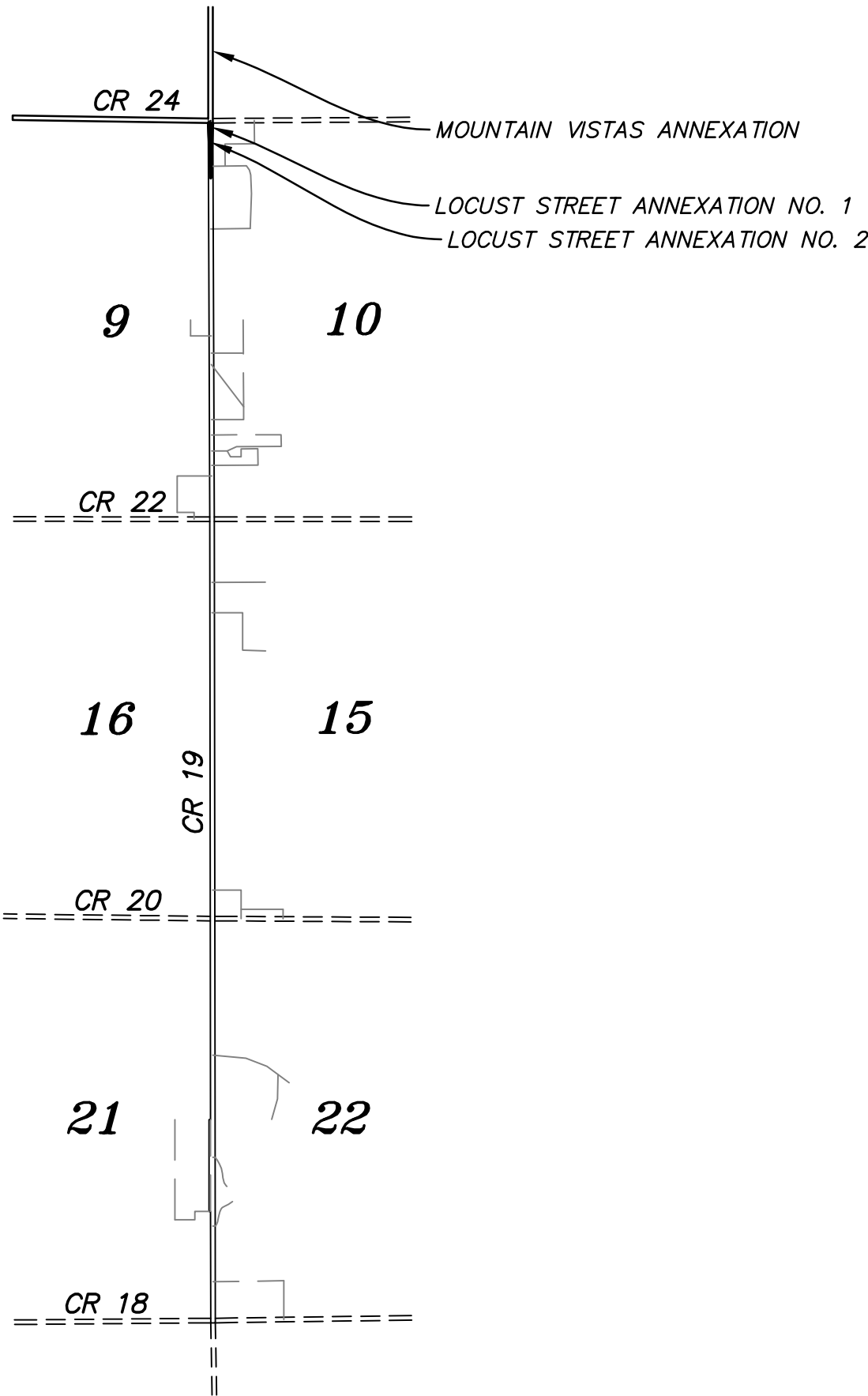
TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 2" WAS APPROVED ON THE ____ DAY OF _____ A.D., 20____ BY ORDINANCE NO. _____ 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.

MAYOR

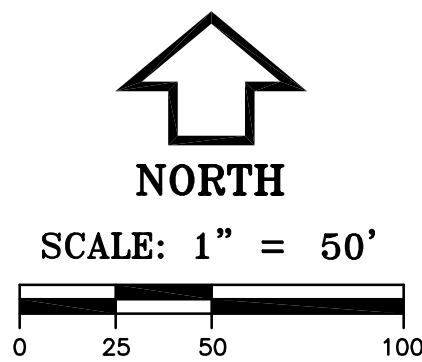
ATTEST: TOWN CLERK

KEY MAP
SCALE: 1" = 2000'



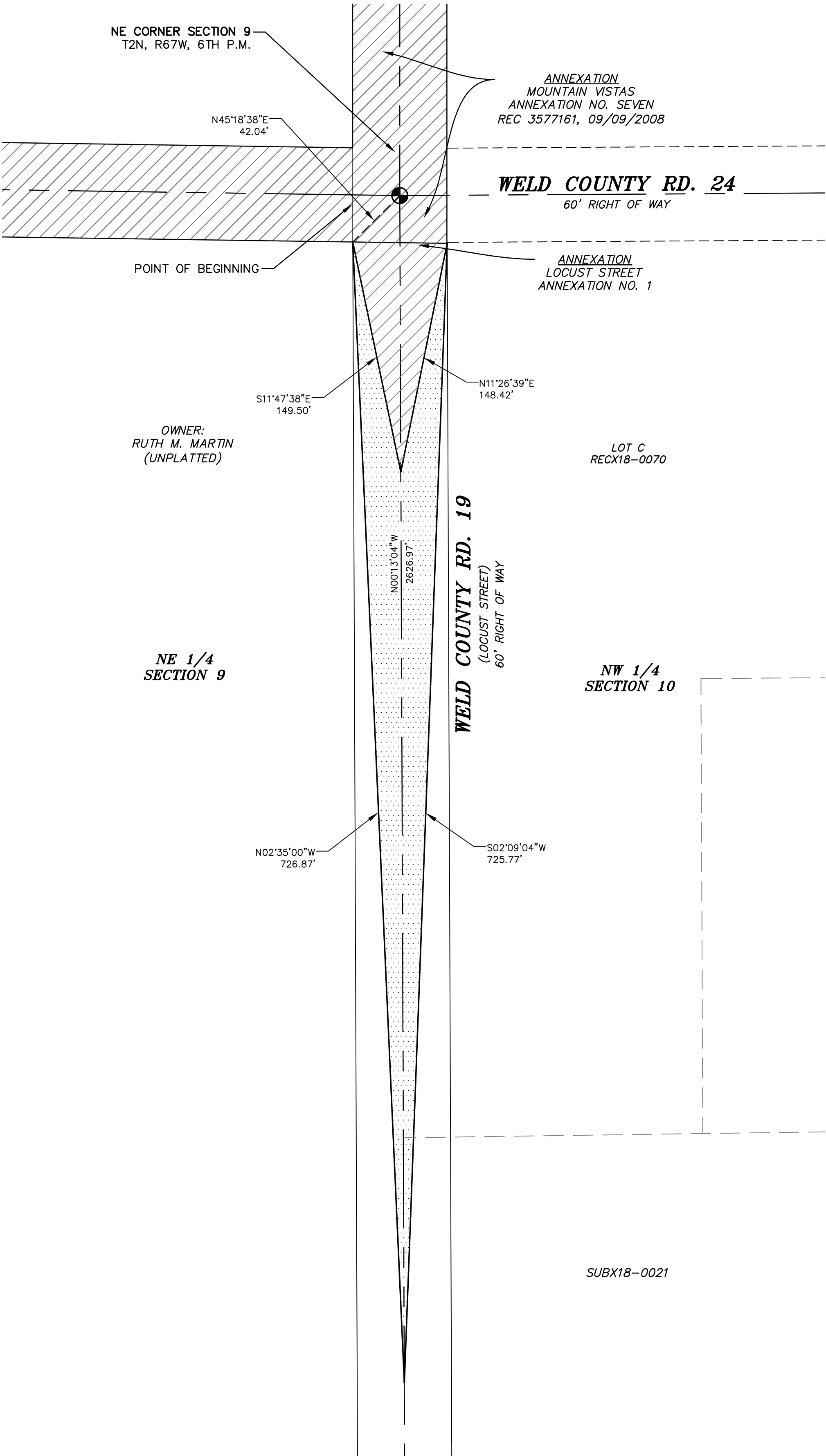
LEGEND

- PROPERTY BEING ANNEXED
- EXISTING TOWN LIMITS



NOTES:

- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
- 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 SURVEYOR'S STATEMENT SHOWN HEREON.



SUBX18-0021

EHRHART
LAND SURVEYING

P.O. Box 930 • Erie, Colorado 80516
(303) 828-3340
www.coloradols.com

SHEET:

1 OF 1

DATE:

6/21/21

DRAWN BY:

JPE

PROJECT:

S215049

FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 3
TO THE TOWN OF FIRESTONE

A PORTION OF THE EAST HALF OF SECTION 9 AND THE WEST HALF OF
SECTION 10, T2N, R67W OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
2.000 ACRES AN-21-006

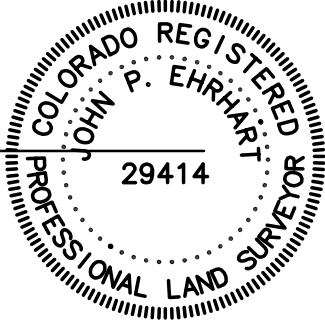
CONTIGUITY

TOTAL PERIMETER OF PROPERTY 8,713.53'
1/6 TOTAL PERIMETER OF PROPERTY 1,452.26'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE 1,452.64'

TOTAL AREA BEING ANNEXED: 87,139 SQ. FT. OR 2.000 ACRES, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.



JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340

ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 9, AND THE WEST HALF OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577161; THENCE S02°35'00"E A DISTANCE OF 726.87 TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE N02°09'04"E A DISTANCE OF 725.77 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE S00°15'15"W A DISTANCE OF 3629.89 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE N00°41'34"W A DISTANCE OF 3631.00 FEET TO THE POINT OF BEGINNING;

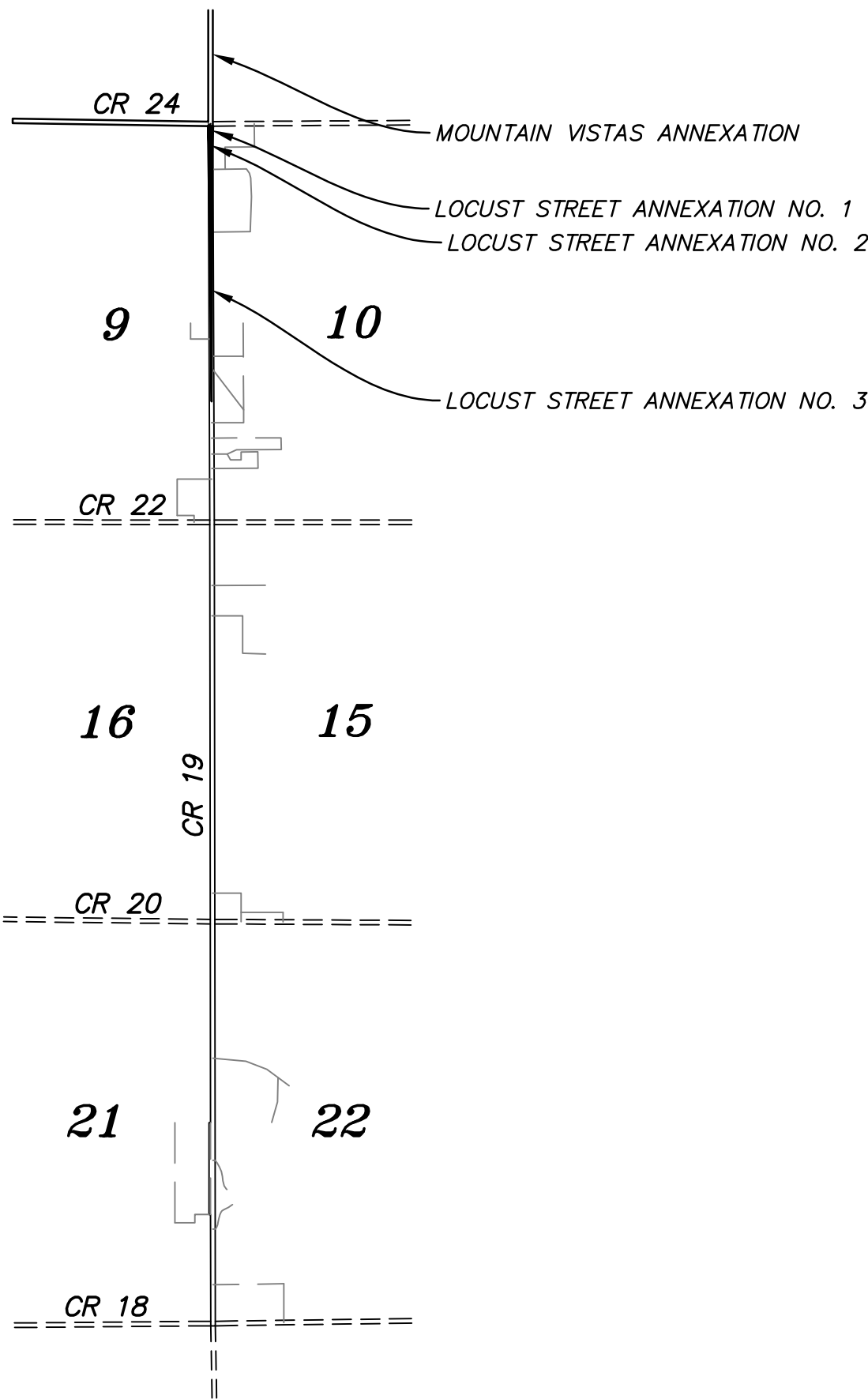
CONTAINING 87,139 SQUARE FEET OR 2.000 ACRES, MORE OR LESS.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 3" WAS APPROVED ON THE ____ DAY OF _____ A.D., 20____ BY ORDINANCE NO. _____ 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.

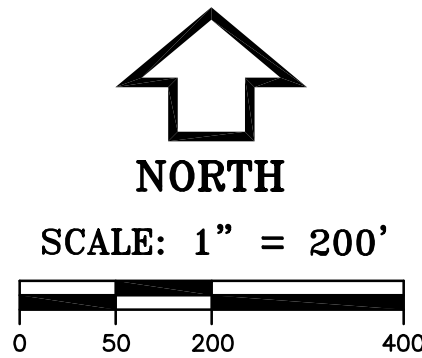
MAYOR _____ ATTEST: TOWN CLERK _____

KEY MAP
SCALE: 1" = 2000'



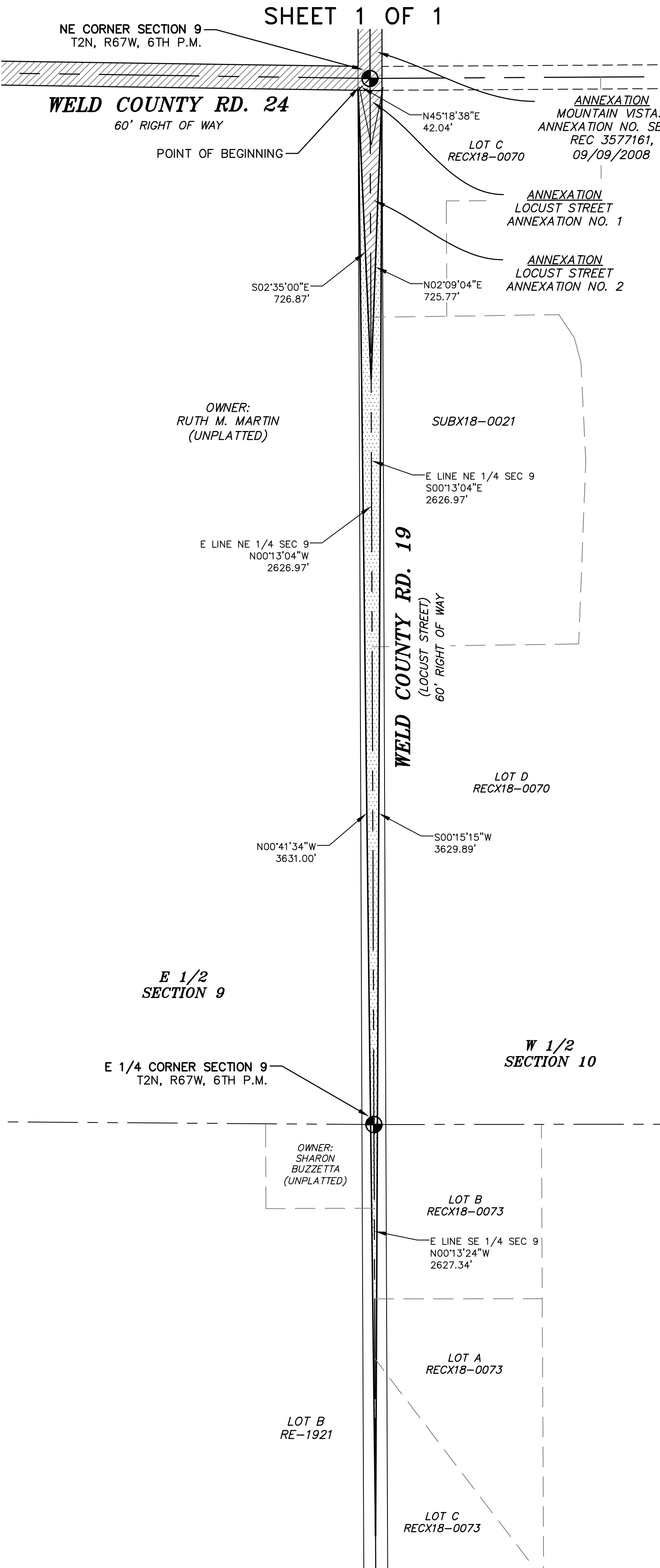
LEGEND

- PROPERTY BEING ANNEXED
- EXISTING TOWN LIMITS



NOTES:

- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
- 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 SURVEYOR'S STATEMENT SHOWN HEREON.



EHRHART
LAND SURVEYING
P.O. Box 930 • Erie, Colorado 80516
(303) 828-3340
www.coloradols.com

SHEET:
1 OF 1
DATE: 6/21/21
DRAWN BY: JPE
PROJECT: S215049

FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 4
TO THE TOWN OF FIRESTONE

A PORTION OF THE EAST HALF OF SECTIONS 9, 16, 21, AND 28, AND THE WEST
HALF OF SECTIONS 10, 15, 22, AND 27, T2N, R67W OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
19.843 ACRES AN-21-006

SHEET 1 OF 1

ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTIONS 9, 16, 21, AND 28, AND THE WEST
HALF OF SECTIONS 10, 15, 22, AND 27, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH
PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24
AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST
CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON
THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9,
2008 AT RECEPTION NO. 3577161; THENCE S00°41'34"E A DISTANCE OF 3631.00 FEET TO A POINT
ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE N00°15'15"E A
DISTANCE OF 3629.89 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD
19; THENCE ALONG THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING
SEVEN (7) COURSES: 1) S00°13'04"E A DISTANCE OF 2596.41 FEET; 2) S00°13'24"E A DISTANCE
OF 2627.37 FEET; 3) S00°04'44"E A DISTANCE OF 2631.93 FEET; 4) S00°05'06"E A DISTANCE
OF 2632.29 FEET; 5) S00°03'41"E A DISTANCE OF 2649.14 FEET; 6) S00°03'21"E A DISTANCE
OF 2649.62 FEET; 7) S01°03'34"E A DISTANCE OF 29.89 FEET TO A POINT ON THE SOUTH RIGHT
OF WAY LINE OF WELD COUNTY ROAD 19; THENCE S89°14'09"W ALONG SAID SOUTH LINE A DISTANCE
OF 30.23 FEET; THENCE S89°30'48"W CONTINUING ALONG SAID SOUTH LINE A DISTANCE OF 29.77
FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE ALONG
THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING TEN (10) COURSES:
1) N01°03'34"W A DISTANCE OF 29.96 FEET; 2) N00°03'21"W A DISTANCE OF 1439.37 FEET; 3)
S89°56'39"W A DISTANCE OF 20.00 FEET; 4) N00°03'21"W A DISTANCE OF 1210.74 FEET; 5)
N89°54'05"E A DISTANCE OF 20.00 FEET; 6) N00°03'41"W A DISTANCE OF 2649.14 FEET; 7)
N00°05'06"W A DISTANCE OF 2632.29 FEET; 8) N00°04'44"W A DISTANCE OF 2631.85 FEET; 9)
N00°13'24"W A DISTANCE OF 2627.31 FEET; 10) N00°13'04"W A DISTANCE OF 2597.52 FEET TO
THE POINT OF BEGINNING;

CONTAINING 864,353 SQUARE FEET OR 19.843 ACRES, MORE OR LESS.

NOTES:

1) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE
COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND
SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE
RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF
LAND.

2) 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
SURVEYOR'S STATEMENT SHOWN HEREON.

CONTIGUITY

TOTAL PERIMETER OF PROPERTY _____ 38,995.72'
1/6 TOTAL PERIMETER OF PROPERTY _____ 6,499.29'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE _____ 7,260.89'

TOTAL AREA BEING ANNEXED: 864,353 SQUARE FEET OR 19.843 ACRES, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF
COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A
CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND AND THAT AT
LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS
CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE
ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.



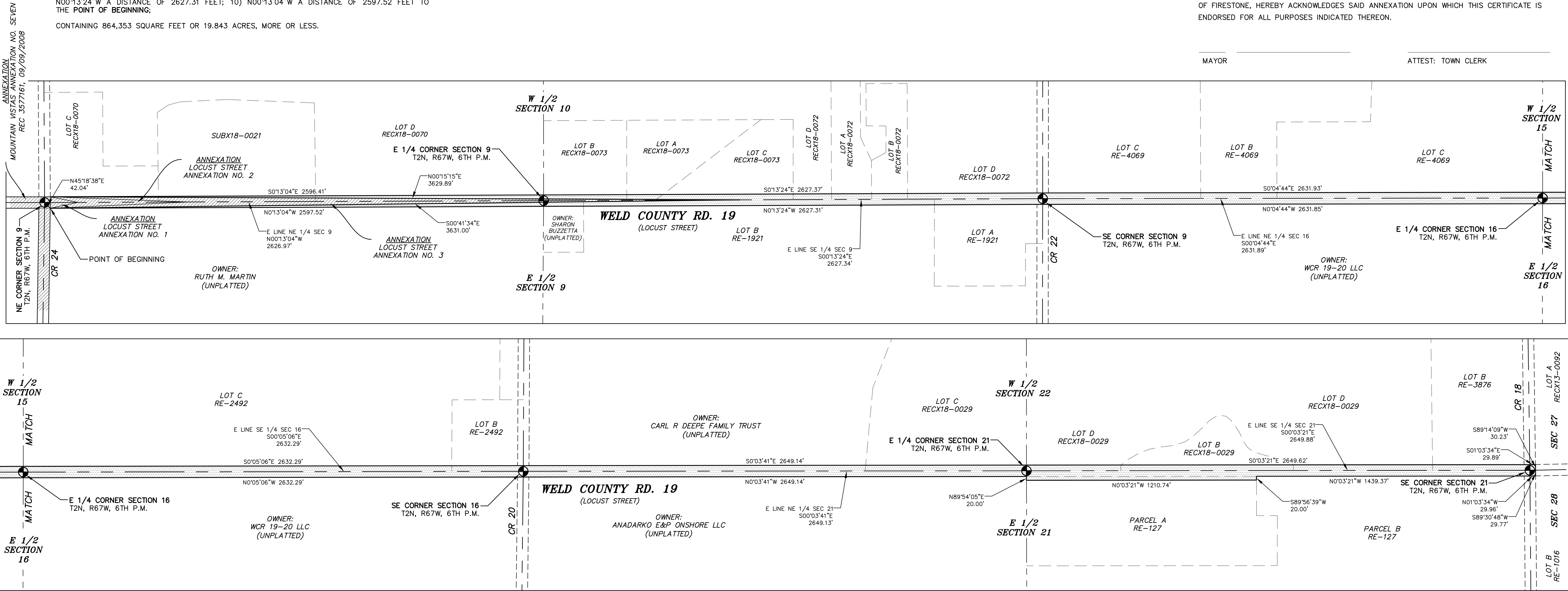
JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 4" WAS
APPROVED ON THE ____ DAY OF _____ A.D., 20____ BY ORDINANCE NO.
____ 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.

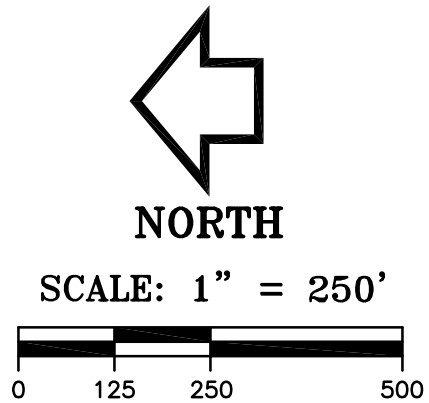
MAYOR _____

ATTEST: TOWN CLERK _____



LEGEND

- PROPERTY BEING ANNEXED
- EXISTING TOWN LIMITS



EHRHART
LAND SURVEYING
P.O. Box 930 • Erie, Colorado 80516
(303) 828-3340
www.coloradols.com

SHEET:
1 OF 1
DATE: 6/21/21
DRAWN BY: JPE
PROJECT: S215049

FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 5
TO THE TOWN OF FIRESTONE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33 AND THE SOUTHWEST
QUARTER OF SECTION 34. T3N, R67W OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
0.101 ACRE AN-21-006

SHEET 1 OF 1

CONTIGUITY

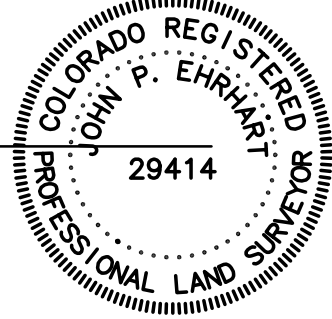
TOTAL PERIMETER OF PROPERTY 359.96'
1/6 TOTAL PERIMETER OF PROPERTY 59.99'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE 60.02'

TOTAL AREA BEING ANNEXED: 4,408 SQ. FT. OR 0.101 ACRE, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340



ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE N10°58'28"E A DISTANCE OF 149.11 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S12°06'21"E A DISTANCE OF 150.82 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID ANNEXATION; THENCE N88°57'52"W ALONG THE NORTH LINE OF SAID ANNEXATION A DISTANCE OF 60.02 FEET TO THE POINT OF BEGINNING;

CONTAINING 4,408 SQUARE FEET OR 0.101 ACRE, MORE OR LESS.

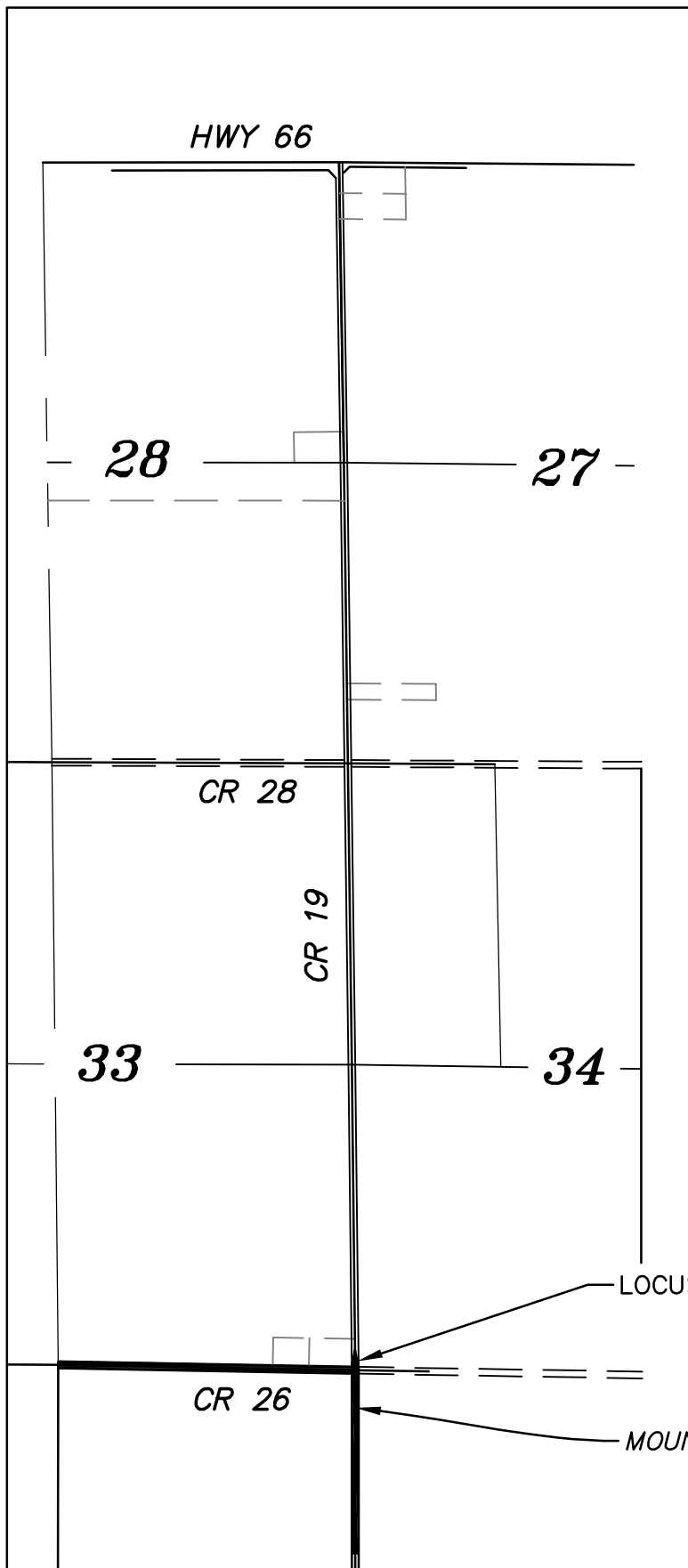
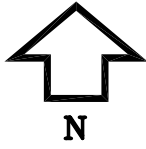
TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "FIRESTONE COUNTY ROAD NO. 5" WAS APPROVED ON THE ____ DAY OF _____ A.D., 20____ BY ORDINANCE NO. _____ 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.

MAYOR _____

ATTEST: TOWN CLERK _____

KEY MAP
SCALE: 1" = 2000'

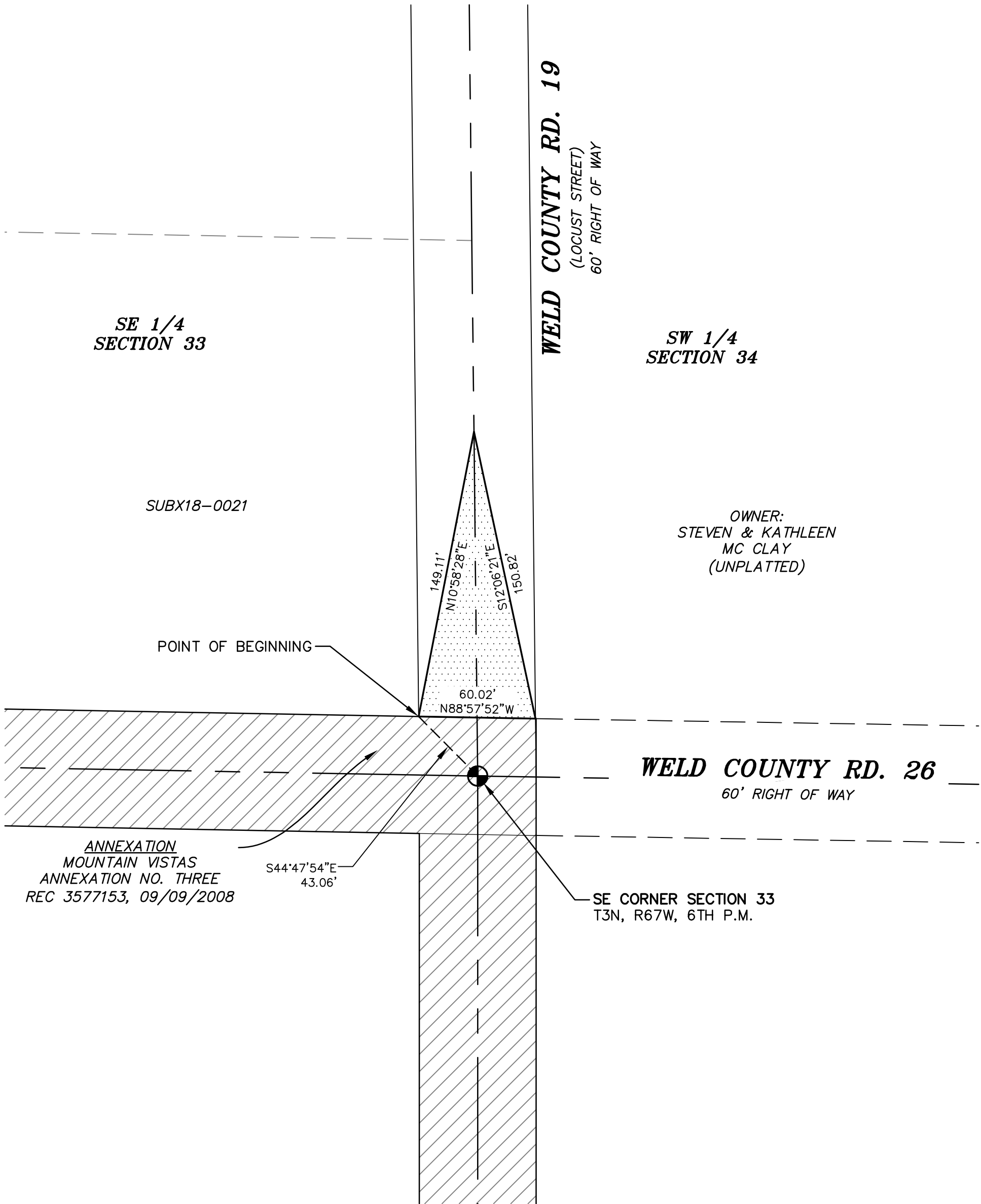


LEGEND

- PROPERTY BEING ANNEXED
- EXISTING TOWN LIMITS

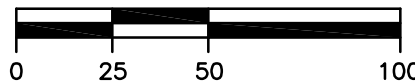
NOTES:

- THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
- 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 SURVEYOR'S STATEMENT SHOWN HEREON.



NORTH

SCALE: 1" = 50'



EHRHART
LAND SURVEYING

P.O. Box 930 • Erie, Colorado 80516
(303) 828-3340
www.coloradols.com

SHEET:

1 OF 1

DATE:

6/21/21

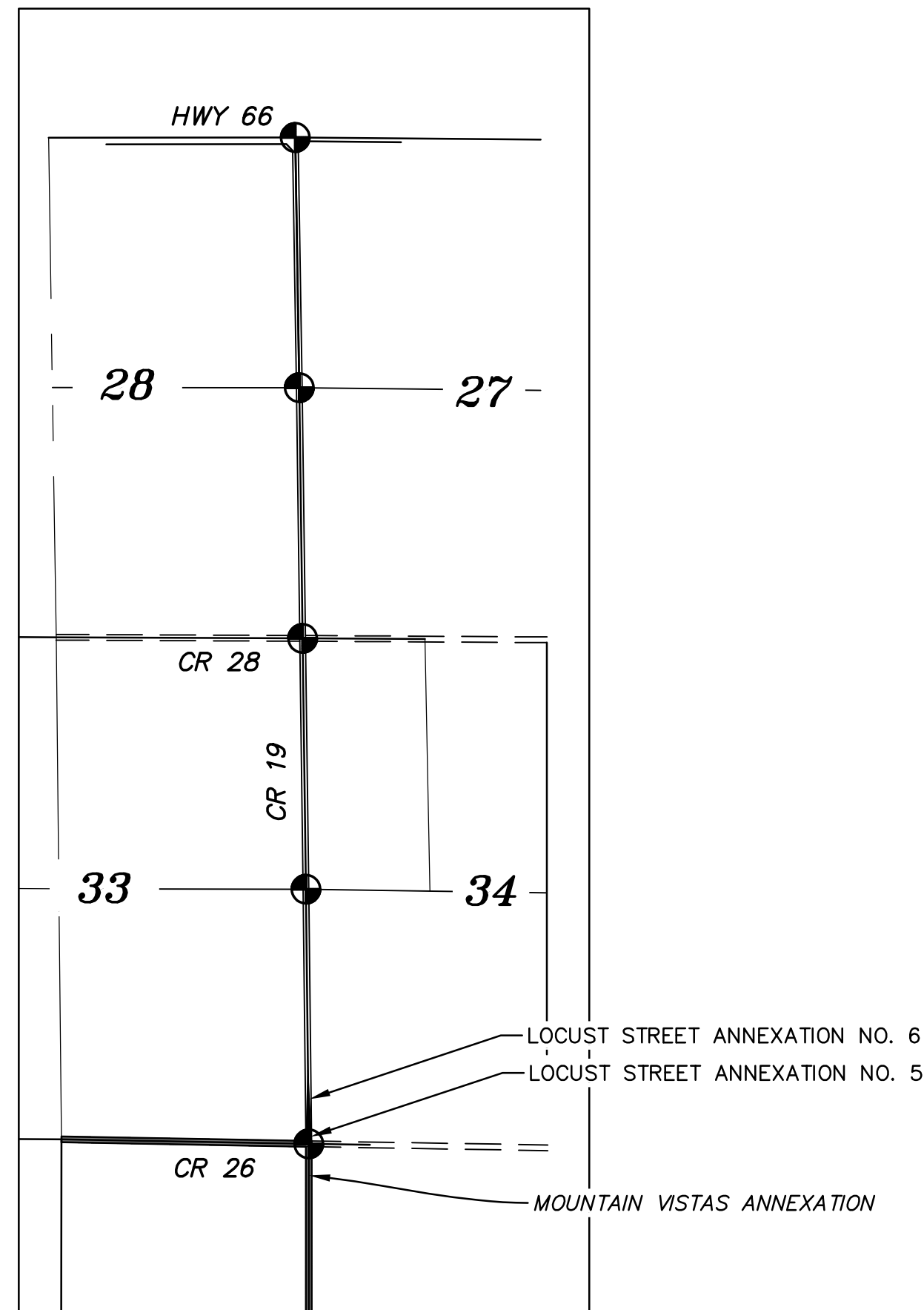
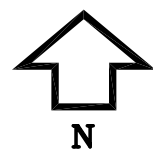
DRAWN BY:

JPE

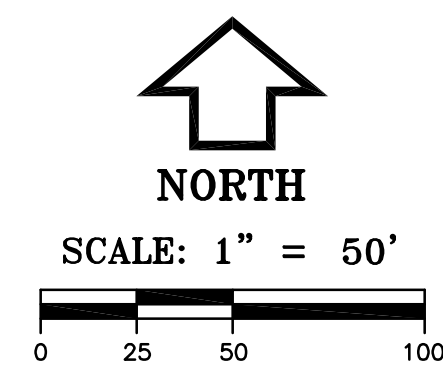
PROJECT:

S215049

KEY MAP
SCALE: 1" = 1500'



- LEGEND**
- PROPERTY BEING ANNEXED
 - EXISTING TOWN LIMITS



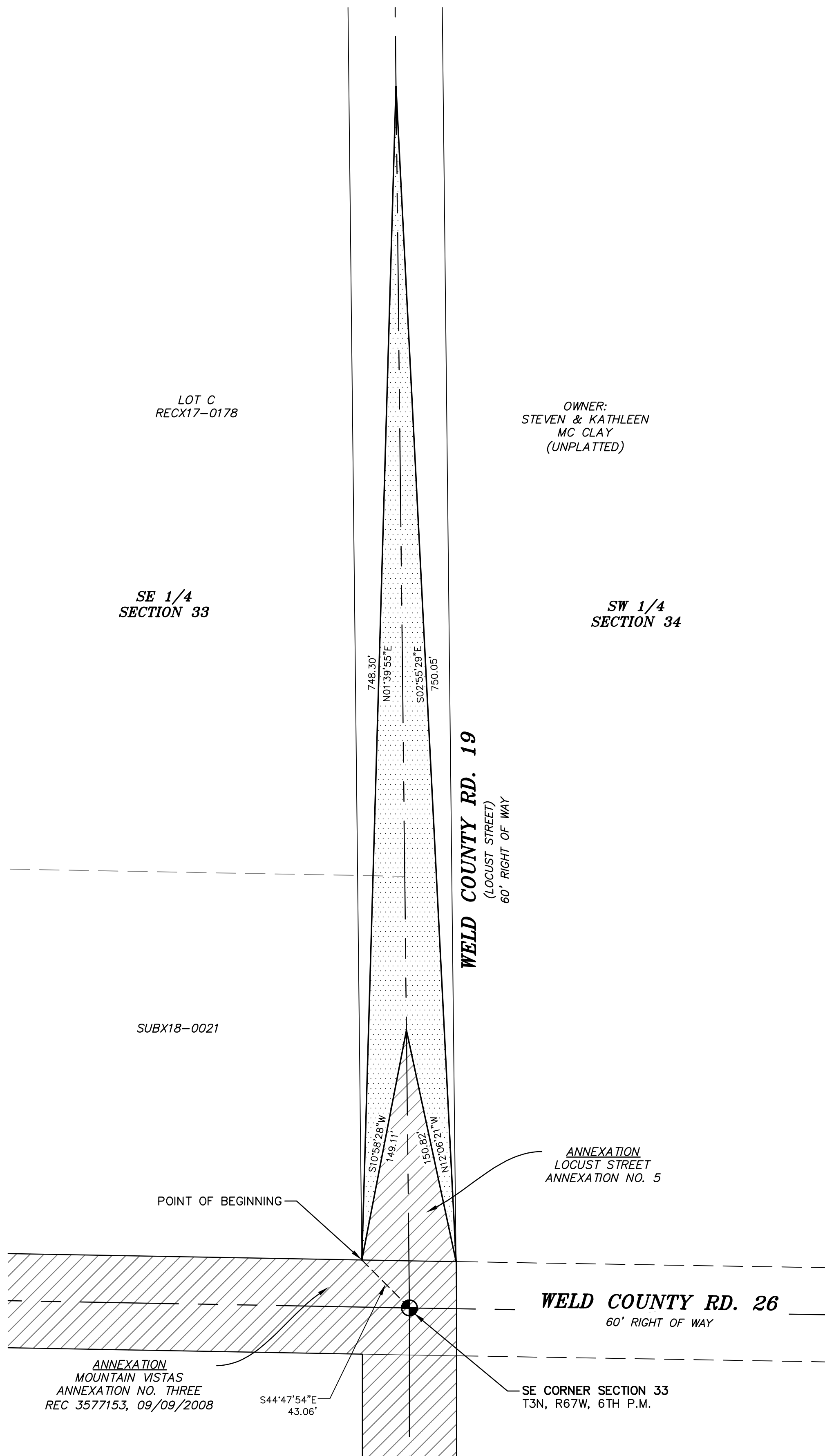
NOTES:

- THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
- 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 SURVEYOR'S STATEMENT SHOWN HEREON.

FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 6 TO THE TOWN OF FIRESTONE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33 AND THE SOUTHWEST
QUARTER OF SECTION 34, T3N, R67W OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
0.414 ACRE AN-21-006

SHEET 1 OF 1



CONTIGUITY

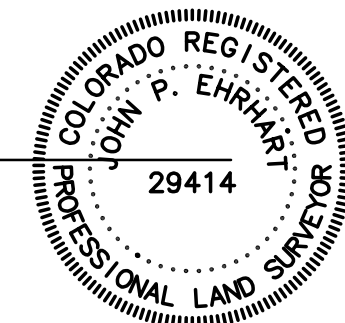
TOTAL PERIMETER OF PROPERTY _____ 1.798.28'
1/6 TOTAL PERIMETER OF PROPERTY _____ 299.71'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE _____ 299.93'

TOTAL AREA BEING ANNEXED: 18,049 SQ. FT. OR 0.414 ACRE, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340



ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE N01°39'55"E A DISTANCE OF 748.30 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S02°55'29"E A DISTANCE OF 750.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID ANNEXATION; THENCE N12°06'21"W A DISTANCE OF 150.82 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S10°58'28"W A DISTANCE OF 149.11 FEET TO THE POINT OF BEGINNING,

CONTAINING 18,049 SQUARE FEET OR 0.414 ACRE, MORE OR LESS.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 6" WAS APPROVED ON THE ____ DAY OF _____ A.D., 20____ BY ORDINANCE NO. _____ 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.

MAYOR _____

ATTEST: TOWN CLERK _____

EHRHART
LAND SURVEYING

P.O. Box 930 • Erie, Colorado 80516
(303) 828-3340
www.coloradols.com

SHEET:
1 OF 1
DATE: 6/21/21
DRAWN BY: JPE
PROJECT: S215049

FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 7
TO THE TOWN OF FIRESTONE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33 AND THE SOUTHWEST
QUARTER OF SECTION 34, T3N, R67W OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
1.312 ACRES AN-21-006

SHEET 1 OF 1

CONTIGUITY

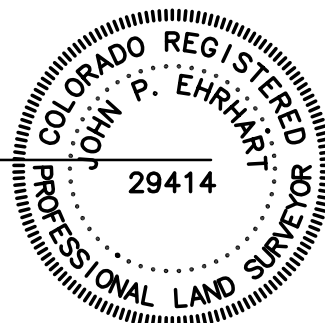
TOTAL PERIMETER OF PROPERTY _____ 6,805.12'
1/6 TOTAL PERIMETER OF PROPERTY _____ 1,134.19'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE _____ 1,498.35'

TOTAL AREA BEING ANNEXED: 57,139 SQ. FT. OR 1.312 ACRES, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340



ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE N00°00'56"E A DISTANCE OF 2652.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE S01°16'48"E A DISTANCE OF 2654.26 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID ANNEXATION; THENCE N02°55'29"W A DISTANCE OF 750.05 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S01°39'55"W A DISTANCE OF 748.30 FEET TO THE POINT OF BEGINNING;

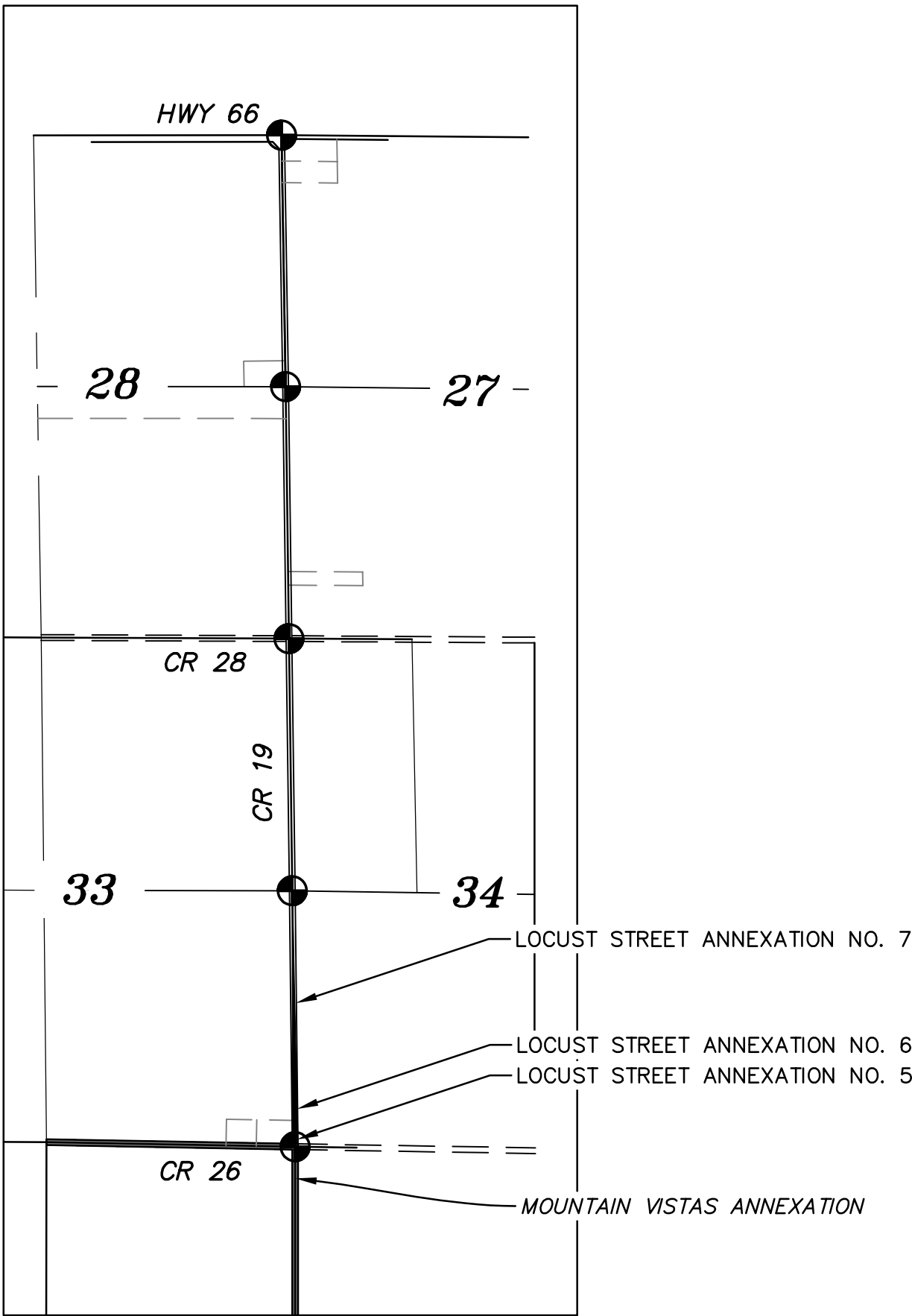
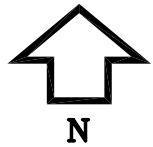
CONTAINING 57,139 SQUARE FEET OR 1.312 ACRES, MORE OR LESS.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 7" WAS APPROVED ON THE ____ DAY OF _____ A.D., 20____ BY ORDINANCE NO. _____ 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.

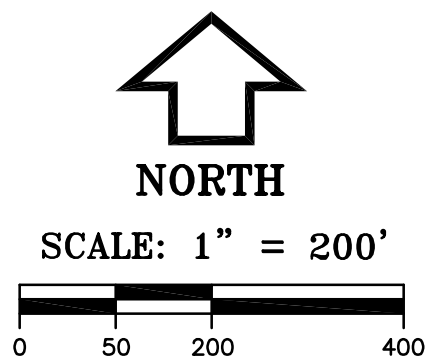
MAYOR _____ ATTEST: TOWN CLERK _____

KEY MAP
SCALE: 1" = 2000'



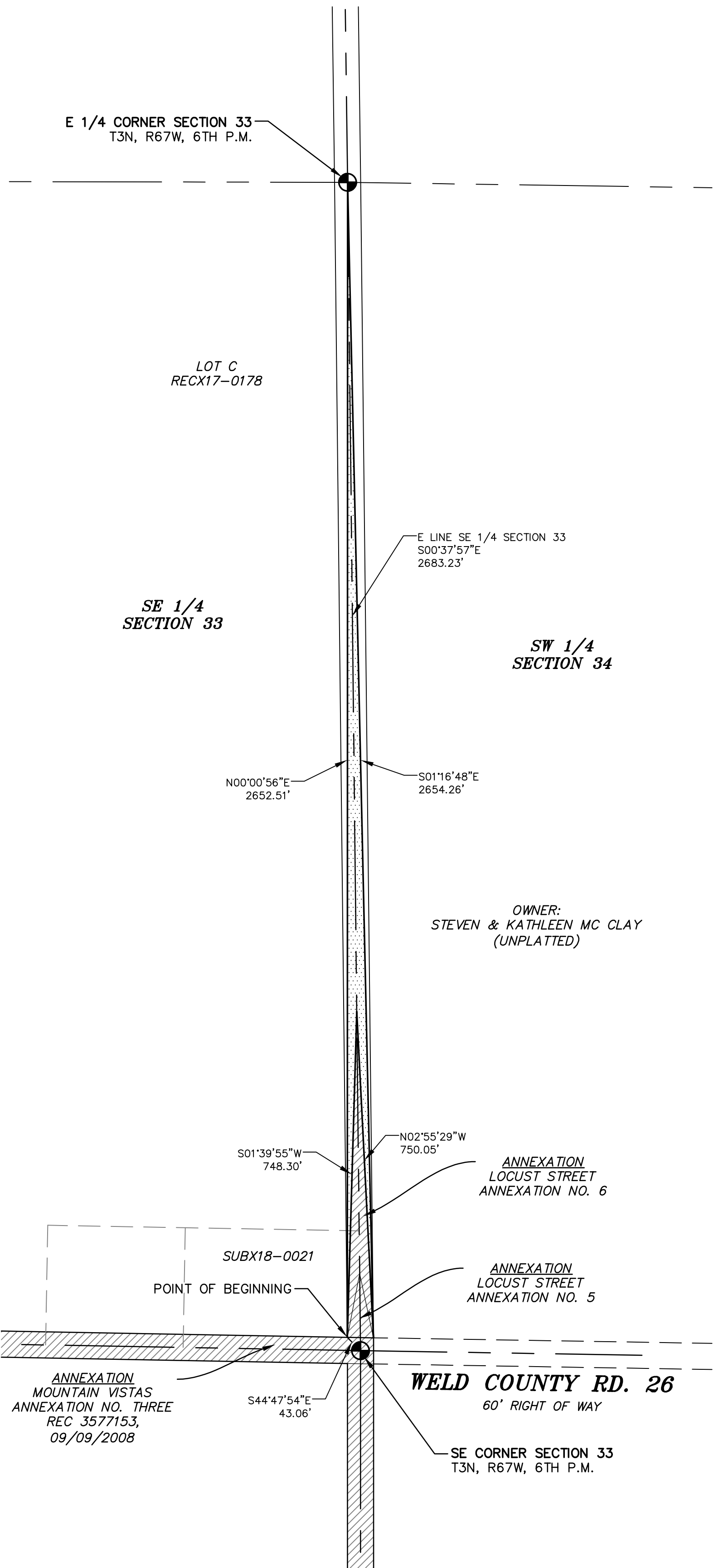
LEGEND

- PROPERTY BEING ANNEXED
- EXISTING TOWN LIMITS



NOTES:

- THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
- 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 SURVEYOR'S STATEMENT SHOWN HEREON.



EHRHART
LAND SURVEYING

P.O. Box 930 • Erie, Colorado 80516
(303) 828-3340
www.coloradols.com

SHEET:
1 OF 1
DATE: 6/21/21
DRAWN BY: JPE
PROJECT: S215049

FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 8
TO THE TOWN OF FIRESTONE

A PORTION OF THE EAST HALF OF SECTIONS 33 AND 28, AND THE WEST HALF OF
SECTIONS 34 AND 27, T3N, R67W OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
12.614 ACRES AN-21-006

SHEET 1 OF 1

ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTIONS 33 AND 28, AND THE WEST HALF OF SECTIONS 34 AND 27, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE ALONG THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING FOUR (4) COURSES: 1) N00°37'57"W A DISTANCE OF 2652.31 FEET; 2) N00°45'47"W A DISTANCE OF 2643.53 FEET; 3) N00°45'12"W A DISTANCE OF 2641.76 FEET; 4) N00°54'58"W A DISTANCE OF 2548.42 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 66; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF HIGHWAY 66 FOR THE FOLLOWING THREE (3) COURSES: 1) S45°24'00"E A DISTANCE OF 2.86 FEET; 2) N89°52'35"E A DISTANCE OF 28.00 FEET; 3) S89°25'58"E A DISTANCE OF 30.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE ALONG THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING FOUR (4) COURSES: 1) S00°54'58"E A DISTANCE OF 2545.30 FEET; 2) S00°45'12"E A DISTANCE OF 2641.84 FEET; 3) S00°45'47"E A DISTANCE OF 2643.59 FEET; 4) S00°37'57"E A DISTANCE OF 2654.13 FEET TO A POINT ON THE NORTH LINE OF SAID ANNEXATION; THENCE N01°16'48"W A DISTANCE OF 2654.26 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE S00°00'56"W A DISTANCE OF 2652.51 FEET TO THE POINT OF BEGINNING;

CONTAINING 549,478 SQUARE FEET OR 12.614 ACRES, MORE OR LESS.

NOTES:

1) THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.

2) 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 SURVEYOR'S STATEMENT SHOWN HEREON.

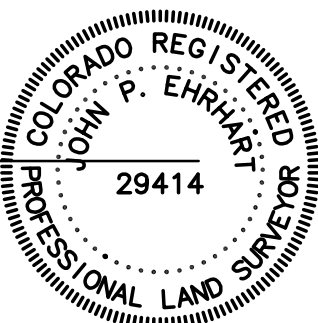
CONTIGUITY

TOTAL PERIMETER OF PROPERTY _____ 26,338.51'
1/6 TOTAL PERIMETER OF PROPERTY _____ 4,389.75'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE _____ 5,306.77'

TOTAL AREA BEING ANNEXED: 549,478 SQUARE FEET OR 12.614 ACRES, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.



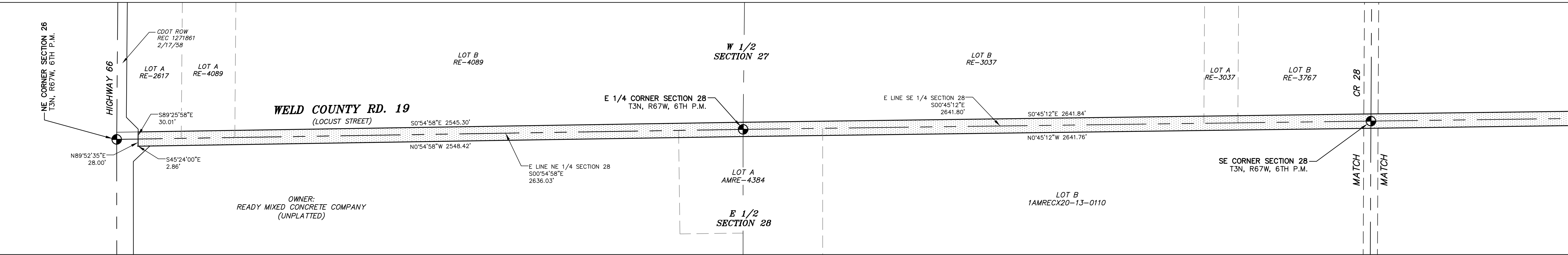
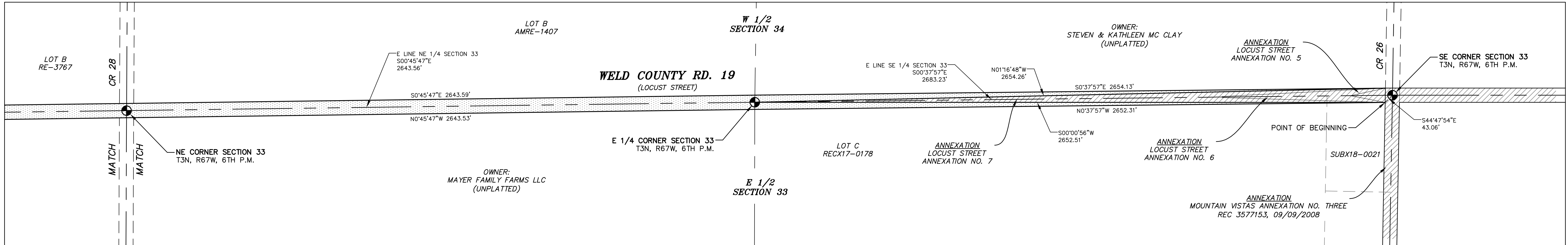
JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 8" WAS APPROVED ON THE ____ DAY OF _____ A.D., 20____ BY ORDINANCE NO. _____ 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.

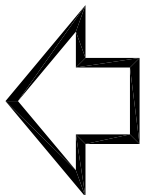
MAYOR

ATTEST: TOWN CLERK



LEGEND

- PROPERTY BEING ANNEXED
- EXISTING TOWN LIMITS



NORTH

SCALE: 1" = 200'



P.O. Box 930 • Erie, Colorado 80516
(303) 828-3340
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SHEET:

1 OF 1

DATE:

6/21/21

DRAWN BY:

JPE

PROJECT:

S215049

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.b

Land Development

Meeting Date: July 14, 2021

Initiated By: Marty Ostholt

Dept: Planning & Development

AGENDA TITLE

Ordinance 996: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ANNEXING THE PROPERTY KNOWN AS FIRESTONE COUNTY ROAD 19 ANNEXATION NOS. 1 THROUGH 8 TO THE TOWN OF FIRESTONE, COLORADO AND APPROVING AN ANNEXATION AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF WELD COUNTY

SUMMARY

On April 26, 2021, the Weld County Board of County Commissioners approved a resolution authorizing the execution of a "Petition for Annexation to the Town of Firestone" for a portion of Weld County Road 19 (CR 19). The total area proposed for annexation is approximately 36.8 acres and consists of the CR 19 from CR 26 north to State Highway 66; and CR 19 from CR 24 south to CR 18.

The draft ordinance provided annexes the Firestone County Road 19 Annexation Nos. 1-8 into the Town of Firestone and also approves the corresponding annexation agreement between the Town and Weld County. The annexation application was processed in accordance with Section 7.3, Annexations, and Section 7.15 Annexation Agreement of the Firestone Development Code. Staff finds the application to be consistent with the Annexation approval criteria:

1. The Annexation is in compliance with the Municipal Annexation Act of 1965 (C.R.S. §31-12-101, et seq., as amended).

HISTORY AND PREVIOUS BOARD ACTION

On May 26, 2021, the Board of Trustees accepted the annexation petition from Weld County by approving Resolution 21-63. Acceptance of the petition set the public hearing for annexation on July 14, 2021. The Board of Trustees previously approved an Intergovernmental Agreement (IGA) with the City of Fort Lupton on April 14, 2021, regarding the growth and boundary areas of the two municipalities.

RECOMMENDATION

Staff finds the application to be consistent with the approval criteria of Section 7.3 and Section 7.15 of the Firestone Development Code, and C.R.S. 31-12-101, et. seq., as amended, and recommends approval of Ordinance 996, an ordinance annexing the Firestone County Road 19 Annexation Nos. 1-8 to the Town, and approving an Annexation Agreement for said annexation between the Town and Weld County.

ALTERNATIVES

n/a

ATTACHMENTS

1. Ordinance 996
2. Annexation Agreement
3. Annexation Maps

FINANCIAL CONSIDERATIONS

Upon the successful annexation of Firestone County Road 19 Annexation Nos. 1-8, the Town is required to take over maintenance of said road right-of-way per the Annexation Agreement.

ORDINANCE NO. 996

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ANNEXING THE PROPERTY KNOWN AS FIRESTONE COUNTY ROAD 19 ANNEXATION NOS. 1 THROUGH 8 TO THE TOWN OF FIRESTONE, COLORADO AND APPROVING AN ANNEXATION AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF WELD COUNTY

WHEREAS, the Board of Trustees previously adopted Resolution 21-63, finding substantial compliance and initiating annexation proceedings for the Firestone County Road 19 Annexation Nos. 1 through 8, as described therein and as described below; and

WHEREAS, the Board of Trustees held a duly noticed public hearing to consider annexation of the Property, notice of which was duly published in accordance with the requirements set forth in Section 31-12-108(2), C.R.S.; and

WHEREAS, following said hearing, the Board adopted Resolution 21-84, setting forth findings of fact and determinations regarding the eligibility of the Firestone County Road 19 Annexation Nos. 1 through 8; and

WHEREAS, the Board of Trustees has determined that it is in the best interests of the Town of Firestone to annex the property to be known as the Firestone County Road 19 Annexation Nos. 1 through 8 (the "Property") to the Town; and

WHEREAS, in accordance with Section 1.08.040 of the Firestone Municipal Code, the Board and the Weld County Board of County Commissioners have agreed upon the terms of an annexation agreement.

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

Section 1. The Board of Trustees makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The Board of Trustees hereby incorporates the findings of Resolution 21-63 and Resolution 21-84; the Board of Trustees further finds that the annexation of the Property is in compliance with the Municipal Annexation Act of 1965 and that it is in the best interests of the Town to annex the Property to the Town.

Section 3. The Property, as more particularly described in **Exhibit A** attached hereto, is hereby annexed to the Town and included within the corporate limits of the Town, in series and in the sequence as set forth in **Exhibit A**, to be known as the Firestone County Road 19 Annexation Nos. 1 through 8, which annexation shall become effective upon completion of the conditions contained in C.R.S. § 31-12-113, including, without limitation, all required filings for recording with the Weld County Clerk and Recorder as further set forth in Section 4 of this Ordinance.

Section 4. The Board of Trustees hereby directs Town staff to complete all necessary procedures required for annexation of the Property to the Town including filing for record with the Weld County Clerk and Recorder the following documents: (1) three certified copies of this Annexation

Ordinance, (2) the map of the annexed Property containing a legal description of the Property annexed hereby (“Annexation Map”); and (3) the Annexation Agreement; and further, directs Town staff to file the original of this Annexation Ordinance together with a copy of the Annexation Map with the Town Clerk of the Town of Firestone.

Section 5. That in annexing the Property to the Town, the Town does not assume any obligation regarding the construction of water mains, sewer lines, gas mains, electrical service lines, streets or any other service or utilities in connection with the Property hereby annexed, except as may be provided by ordinances of the Town or pursuant to agreement between the Town and the Weld County Board of County Commissioners.

Section 6. The Board of Trustees, having considered the annexation agreement attached hereto as **Exhibit B** (“Annexation Agreement”), hereby approves the Annexation Agreement and authorizes the Mayor to execute the same.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE this ____th day of _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

EXHIBIT A
(Legal Descriptions)

ANNEXATION NO. 1

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, AND THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577161; THENCE S89°09'39"E ALONG THE SOUTH LINE OF SAID ANNEXATION A DISTANCE OF 60.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE S11°26'39"W A DISTANCE OF 148.42 FEET TO A POINT ON THE EAST LINE OF THE SAID NORTHEAST QUARTER OF SECTION 9; THENCE N11°47'38"W A DISTANCE OF 149.50 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 4,377 SQUARE FEET OR 0.100 ACRE, MORE OR LESS; together with,

ANNEXATION NO. 2

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, AND THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577161; THENCE S11°47'38"E A DISTANCE OF 149.50 TO A POINT ON THE EAST LINE OF THE SAID NORTHEAST QUARTER OF SECTION 9; THENCE N11°26'39"E A DISTANCE OF 148.42 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE S02°09'04"W A DISTANCE OF 725.77 FEET TO A POINT ON THE EAST LINE OF THE SAID NORTHEAST QUARTER OF SECTION 9; THENCE N02°35'00"W A DISTANCE OF 726.87 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 17,394 SQUARE FEET OR 0.399 ACRE, MORE OR LESS; together with,

ANNEXATION NO. 3

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 9, AND THE WEST HALF OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577161; THENCE

S02°35'00"E A DISTANCE OF 726.87 TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE N02°09'04"E A DISTANCE OF 725.77 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE S00°15'15"W A DISTANCE OF 3629.89 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE N00°41'34"W A DISTANCE OF 3631.00 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 87,139 SQUARE FEET OR 2.000 ACRES, MORE OR LESS; together with,

ANNEXATION NO. 4

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTIONS 9, 16, 21, AND 28, AND THE WEST HALF OF SECTIONS 10, 15, 22, AND 27, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577161;

THENCE S00°41'34"E A DISTANCE OF 3631.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9;

THENCE N00°15'15"E A DISTANCE OF 3629.89 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE ALONG THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING SEVEN (7) COURSES: 1) S00°13'04"E A DISTANCE OF 2596.41 FEET; 2) S00°13'24"E A DISTANCE OF 2627.37 FEET; 3) S00°04'44"E A DISTANCE OF 2631.93 FEET; 4) S00°05'06"E A DISTANCE OF 2632.29 FEET; 5) S00°03'41"E A DISTANCE OF 2649.14 FEET; 6) S00°03'21"E A DISTANCE OF 2649.62 FEET; 7) S01°03'34"E A DISTANCE OF 29.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 18; THENCE S89°14'09"W ALONG SAID SOUTH LINE A DISTANCE OF 30.23 FEET; THENCE S89°30'48"W CONTINUING ALONG SAID SOUTH LINE A DISTANCE OF 29.77 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE ALONG THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING TEN (10) COURSES: 1) N01°03'34"W A DISTANCE OF 29.96 FEET; 2) N00°03'21"W A DISTANCE OF 1439.37 FEET; 3) S89°56'39"W A DISTANCE OF 20.00 FEET; 4) N00°03'21"W A DISTANCE OF 1210.74 FEET; 5) N89°54'05"E A DISTANCE OF 20.00 FEET; 6) N00°03'41"W A DISTANCE OF 2649.14 FEET; 7) N00°05'06"W A DISTANCE OF 2632.29 FEET; 8) N00°04'44"W A DISTANCE OF 2631.85 FEET; 9) N00°13'24"W A DISTANCE OF 2627.31 FEET; 10) N00°13'04"W A DISTANCE OF 2597.52 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 864,353 SQUARE FEET OR 19.843 ACRES, MORE OR LESS; together with,

ANNEXATION NO. 5

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06

FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE N10°58'28"E A DISTANCE OF 149.11 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S12°06'21"E A DISTANCE OF 150.82 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID ANNEXATION; THENCE N88°57'52"W ALONG THE NORTH LINE OF SAID ANNEXATION A DISTANCE OF 60.02 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 4,408 SQUARE FEET OR 0.101 ACRE, MORE OR LESS; together with,

ANNEXATION NO. 6

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE N01°39'55"E A DISTANCE OF 748.30 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S02°55'29"E A DISTANCE OF 750.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID ANNEXATION; THENCE N12°06'21"W A DISTANCE OF 150.82 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S10°58'28"W A DISTANCE OF 149.11 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 18,049 SQUARE FEET OR 0.414 ACRE, MORE OR LESS; together with,

ANNEXATION NO. 7

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE N00°00'56"E A DISTANCE OF 2652.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE S01°16'48"E A DISTANCE OF 2654.26 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID ANNEXATION; THENCE N02°55'29"W A DISTANCE OF 750.05 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S01°39'55"W A DISTANCE OF 748.30 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 57,139 SQUARE FEET OR 1.312 ACRES, MORE OR LESS; together with,

ANNEXATION NO. 8

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTIONS 33 AND 28, AND THE WEST

HALF OF SECTIONS 34 AND 27, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE ALONG THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING FOUR (4) COURSES: 1) N00°37'57"W A DISTANCE OF 2652.31 FEET; 2) N00°45'47"W A DISTANCE OF 2643.53 FEET; 3) N00°45'12"W A DISTANCE OF 2641.76 FEET; 4) N00°54'58"W A DISTANCE OF 2548.42 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 66; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF HIGHWAY 66 FOR THE FOLLOWING THREE (3) COURSES: 1) S45°24'00"E A DISTANCE OF 2.86 FEET; 2) N89°52'35"E A DISTANCE OF 28.00 FEET; 3) S89°25'58"E A DISTANCE OF 30.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE ALONG THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING FOUR (4) COURSES: 1) S00°54'58"E A DISTANCE OF 2545.30 FEET; 2) S00°45'12"E A DISTANCE OF 2641.84 FEET; 3) S00°45'47"E A DISTANCE OF 2643.59 FEET; 4) S00°37'57"E A DISTANCE OF 2654.13 FEET TO A POINT ON THE NORTH LINE OF SAID ANNEXATION; THENCE N01°16'48"W A DISTANCE OF 2654.26 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE S00°00'56"W A DISTANCE OF 2652.51 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 549,478 SQUARE FEET OR 12.614 ACRES, MORE OR LESS.

EXHIBIT B
(Annexation Agreement)

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and executed this 26th day of April, 2021, by and between the COUNTY OF WELD, COLORADO (hereinafter referred to as "Annexor" or "the County") and the TOWN OF FIRESTONE, COLORADO (hereinafter referred to as "Town"), for the annexation of:

Those portions of Weld County Road ("WCR") 19 described or shown in the attached Exhibits "A" through "D." The annexation of these portions of roadways is hereinafter referred to as: "Firestone County Road 19 Annexation."

WITNESSETH:

WHEREAS, Annexor is the governmental entity which owns and controls the Firestone County Road 19 Annexation, and

WHEREAS, Annexor has been requested to file a petition with the Town for the purpose of annexing the Firestone County Road 19 Annexation to the boundaries of the Town, and

WHEREAS, Annexor desires to impose upon the Town certain terms and conditions relating to the proposed annexation and to the effectiveness of the referenced petition, and

WHEREAS, the Town has reviewed and approved the conditions requested by Annexor and desires to make the proposed annexation subject to the conditions set forth hereinafter.

NOW THEREFORE, in consideration of the foregoing premises and the covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them, it is agreed by and between the parties hereto as follows:

1. Submission of Annexation Petition. Contemporaneously with the execution of this Agreement, Annexor is submitting a certain annexation petition for the annexation of the real property described or shown in Exhibits A through D, to the Town for its consideration. Said petition, (hereinafter the "Annexation Petition"), is incorporated herein by reference. The Annexation Petition is submitted on the express condition that it will be approved by the Town and the real property described or shown in Exhibits A through D will be annexed to the Town under and pursuant to the conditions set forth in Paragraph 2, hereunder.
2. Terms and Conditions Applicable to Annexation. The Town will be responsible for prospective maintenance of the annexed WCR 19 unless otherwise identified in the annual Gravel Road Maintenance Letter. Maintenance includes, but is not limited to, frequent surface treatment repair, such as crack seal, chip seal, overlay paving and reconstruction ; filling potholes; repair and fill of washouts; as well as implementation of weed control consistent with the standards of Petitioner and the State of Colorado and the removal of snow.

- a. The Town will not impose any weight limitation applicable to vehicles using the annexed WCR 19 without the written consent of the Petitioner.
 - b. The Town will not impose any limitation on vehicular access or use of the annexed WCR 19 so as to specifically exclude farm or agricultural vehicles and equipment, or to exclude new access solely because of objection by the Town to the type or extent of the new adjacent land use permit(s) granted by the County.
 - c. Current points of ingress and egress to the annexed WCR 19 for current uses from abutting property owners will continue to be allowed for such purposes, the intent being that annexation shall not impair or affect current access except as otherwise agreed upon between the Town and the abutting property owner.
3. Town's Consent to Terms and Conditions. By execution hereof, the Town shall be deemed to agree to each and every condition stated in Paragraph 2 hereof.
4. Other Specific Requirements of Annexation. The Town shall be required to produce an annexation plat to accompany the annexation petition.
5. Entire Agreement. This instrument embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the parties hereto.
6. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors in interest.
7. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.
8. No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to execute this Agreement the day and year first above written.

ANNEXOR:

ATTEST: Garth G. Meisick COUNTY OF WELD, a political Weld County
Clerk to the Board subdivision of the STATE OF COLORADO:

By: Janet M. Wagoner Deputy Clerk to the Board
By: Steve Moreno Steve Moreno, Chair
Board of County Commissioners,
County of Weld
 APR 26 2021

TOWN:

ATTEST: TOWN OF FIRESTONE, a municipal corporation
of the STATE OF COLORADO

By: _____
Jessica Koenig, Town Clerk

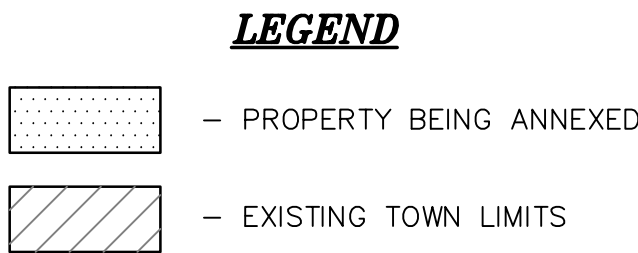
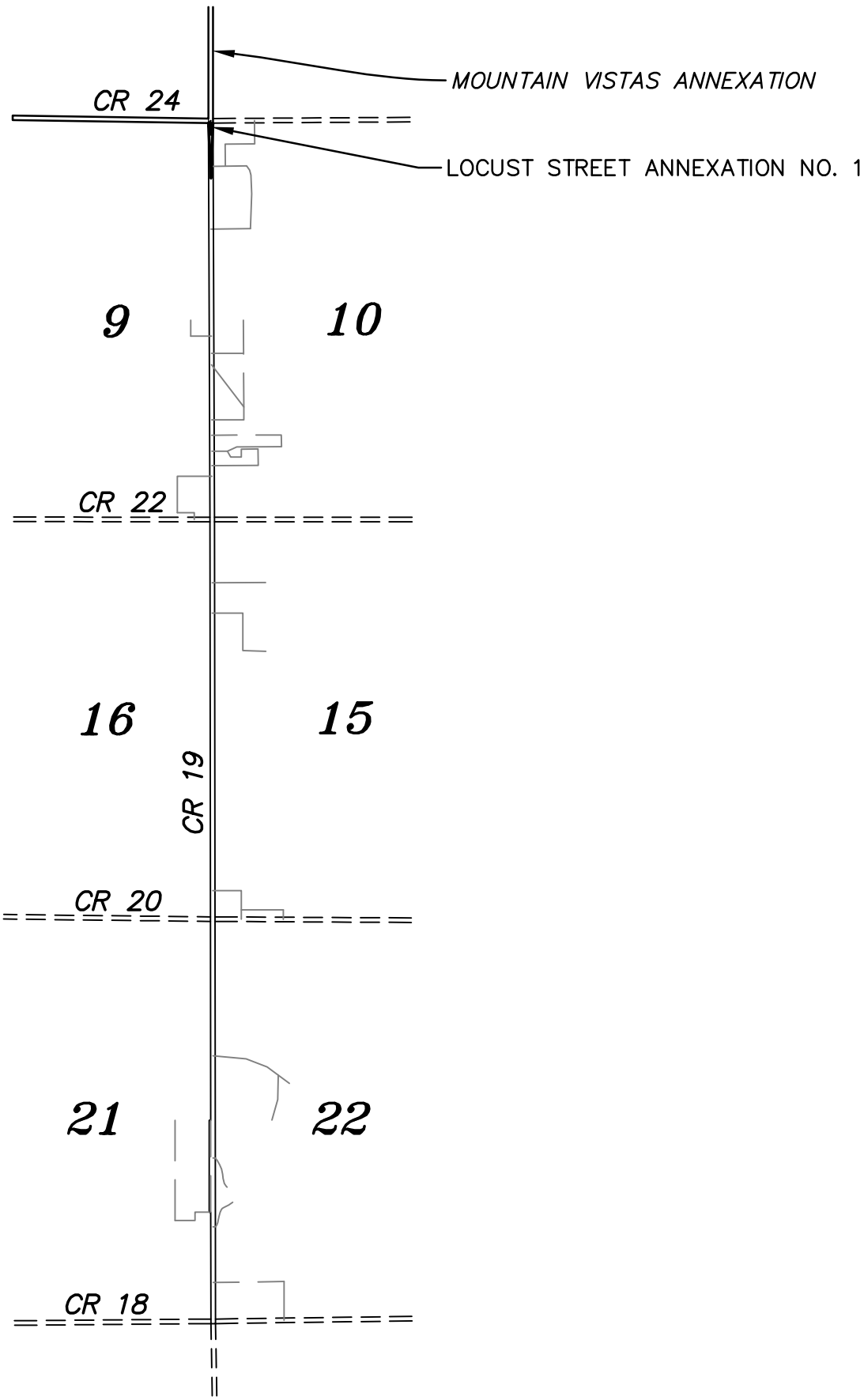
By: _____
Bobbi Sindelar, Mayor

FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 1
TO THE TOWN OF FIRESTONE

A PORTION OF THE NORTHEAST QUARTER OF SECTION 9 AND THE NORTHWEST
QUARTER OF SECTION 10, T2N, R67W OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
0.100 ACRE AN-21-006

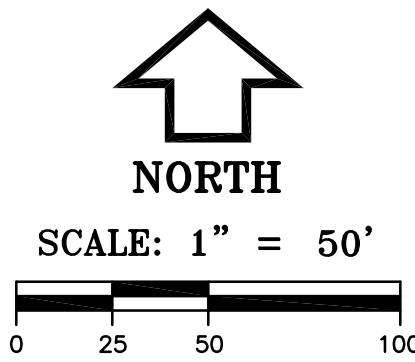
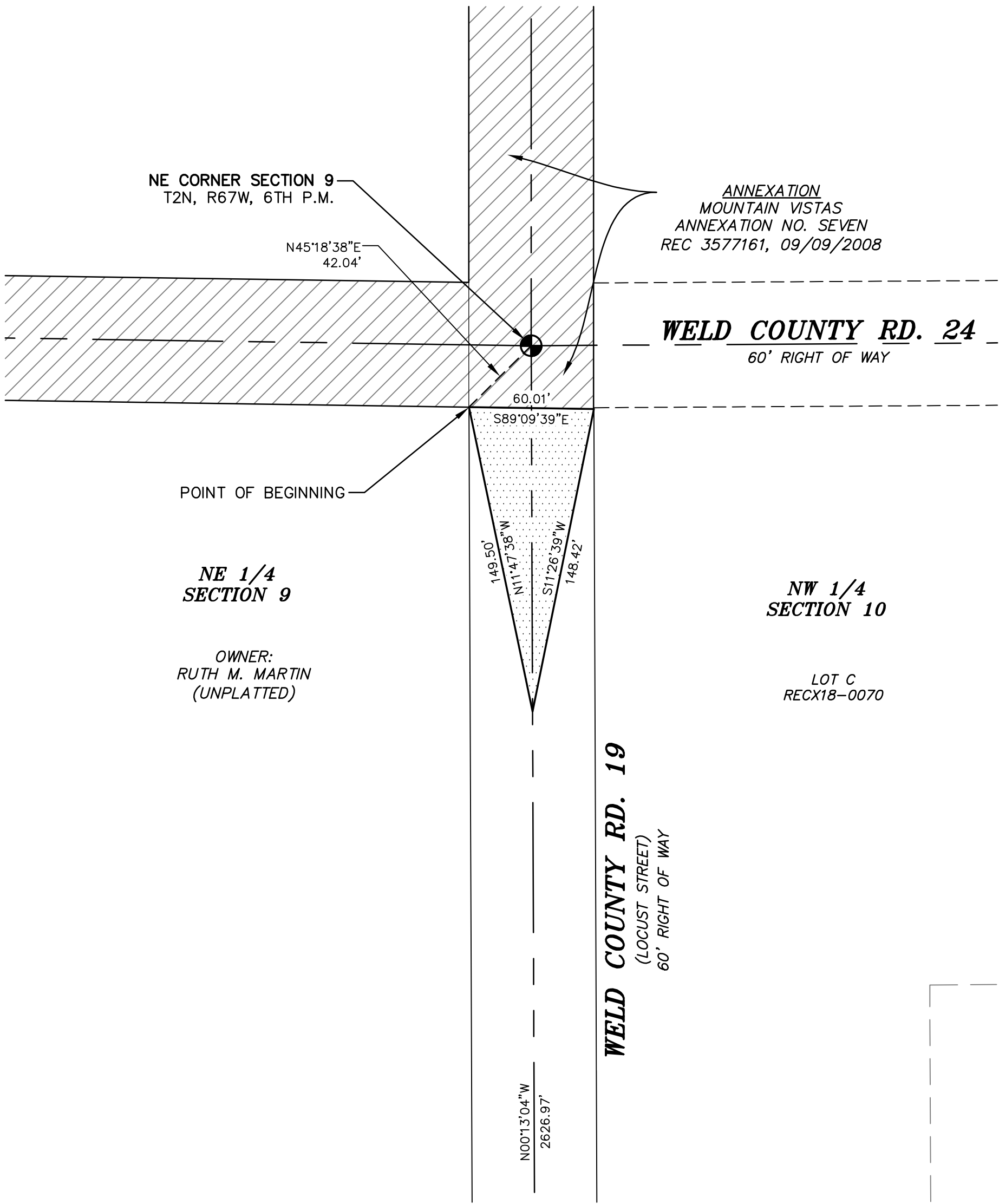
SHEET 1 OF 1

KEY MAP
SCALE: 1" = 2000'



NOTES:

- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
- 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 SURVEYOR'S STATEMENT SHOWN HEREON.



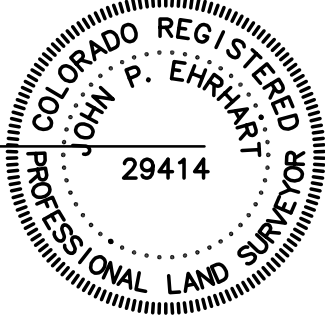
CONTIGUITY

TOTAL PERIMETER OF PROPERTY 357.93'
1/6 TOTAL PERIMETER OF PROPERTY 59.66'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE 59.89'
TOTAL AREA BEING ANNEXED: 4,377 SQ. FT. OR 0.100 ACRE, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340



ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, AND THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38\"/>

CONTAINING 4,377 SQUARE FEET OR 0.100 ACRE, MORE OR LESS.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 1" WAS APPROVED ON THE ____ DAY OF _____ A.D., 20____ BY ORDINANCE NO. _____ 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.

MAYOR _____ ATTEST: TOWN CLERK _____

EHRHART
LAND SURVEYING
P.O. Box 930 • Erie, Colorado 80516
(303) 828-3340
www.coloradolands.com

SHEET:
1 OF 1
DATE: 6/21/21
DRAWN BY: JPE
PROJECT: S215049

FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 2
TO THE TOWN OF FIRESTONE

A PORTION OF THE NORTHEAST QUARTER OF SECTION 9 AND THE NORTHWEST
QUARTER OF SECTION 10, T2N, R67W OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
0.399 ACRE AN-21-006

SHEET 1 OF 1

CONTIGUITY

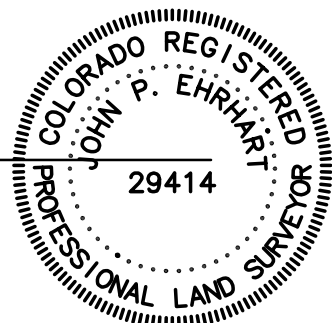
TOTAL PERIMETER OF PROPERTY 1.750.56'
1/6 TOTAL PERIMETER OF PROPERTY 291.76'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE 297.92'

TOTAL AREA BEING ANNEXED: 17,394 SQ. FT. OR 0.399 ACRE, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340



ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, AND THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577161; THENCE S11°47'38"E A DISTANCE OF 149.50 TO A POINT ON THE EAST LINE OF THE SAID NORTHEAST QUARTER OF SECTION 9; THENCE N11°26'39"E A DISTANCE OF 148.42 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE S02°09'04"W A DISTANCE OF 725.77 FEET TO A POINT ON THE EAST LINE OF THE SAID NORTHEAST QUARTER OF SECTION 9; THENCE N02°35'00"W A DISTANCE OF 726.87 FEET TO THE POINT OF BEGINNING;

CONTAINING 17,394 SQUARE FEET OR 0.399 ACRE, MORE OR LESS.

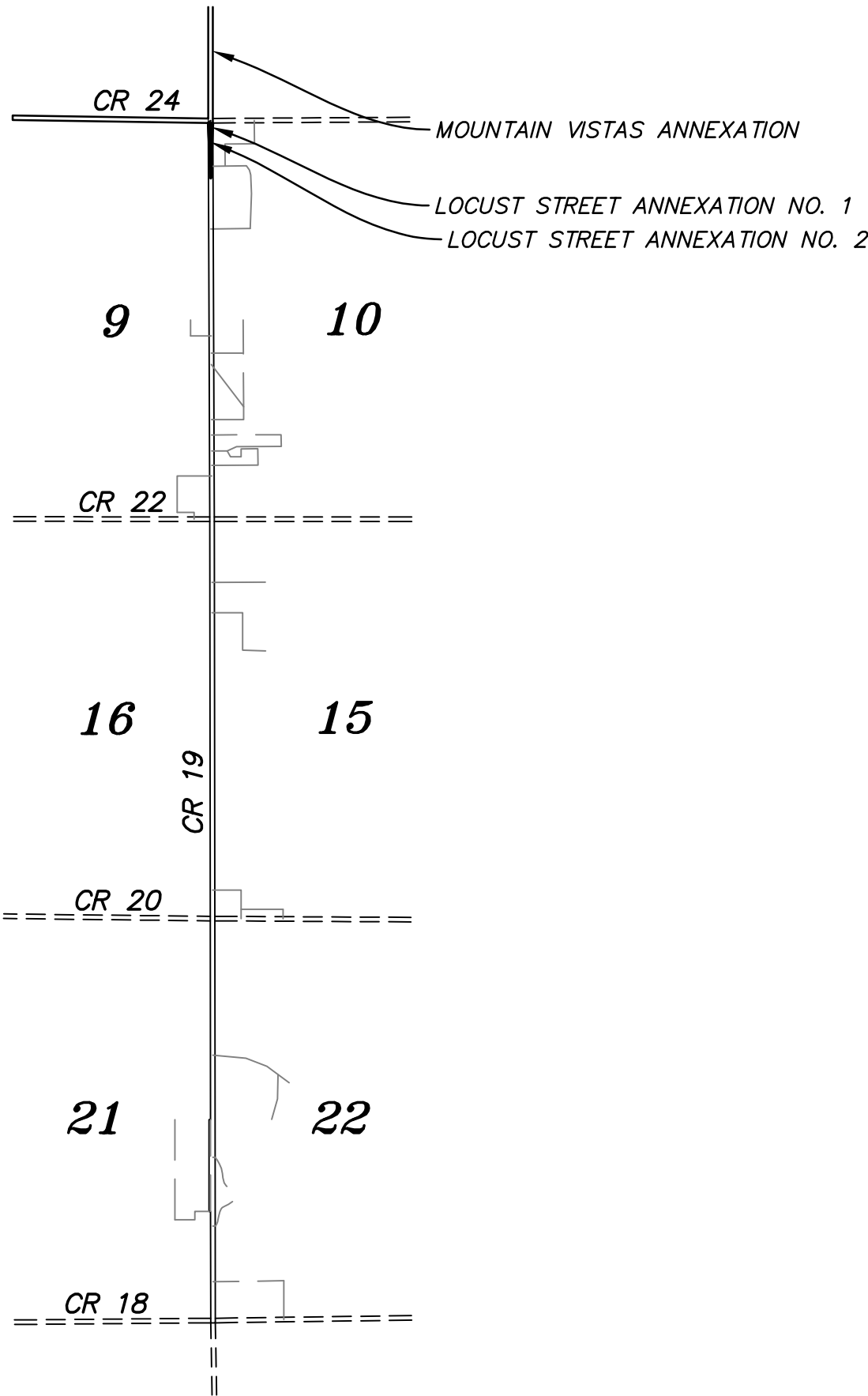
TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 2" WAS APPROVED ON THE ____ DAY OF _____ A.D., 20____ BY ORDINANCE NO. _____ 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.

MAYOR

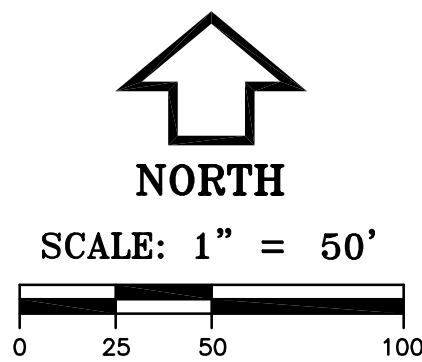
ATTEST: TOWN CLERK

KEY MAP
SCALE: 1" = 2000'



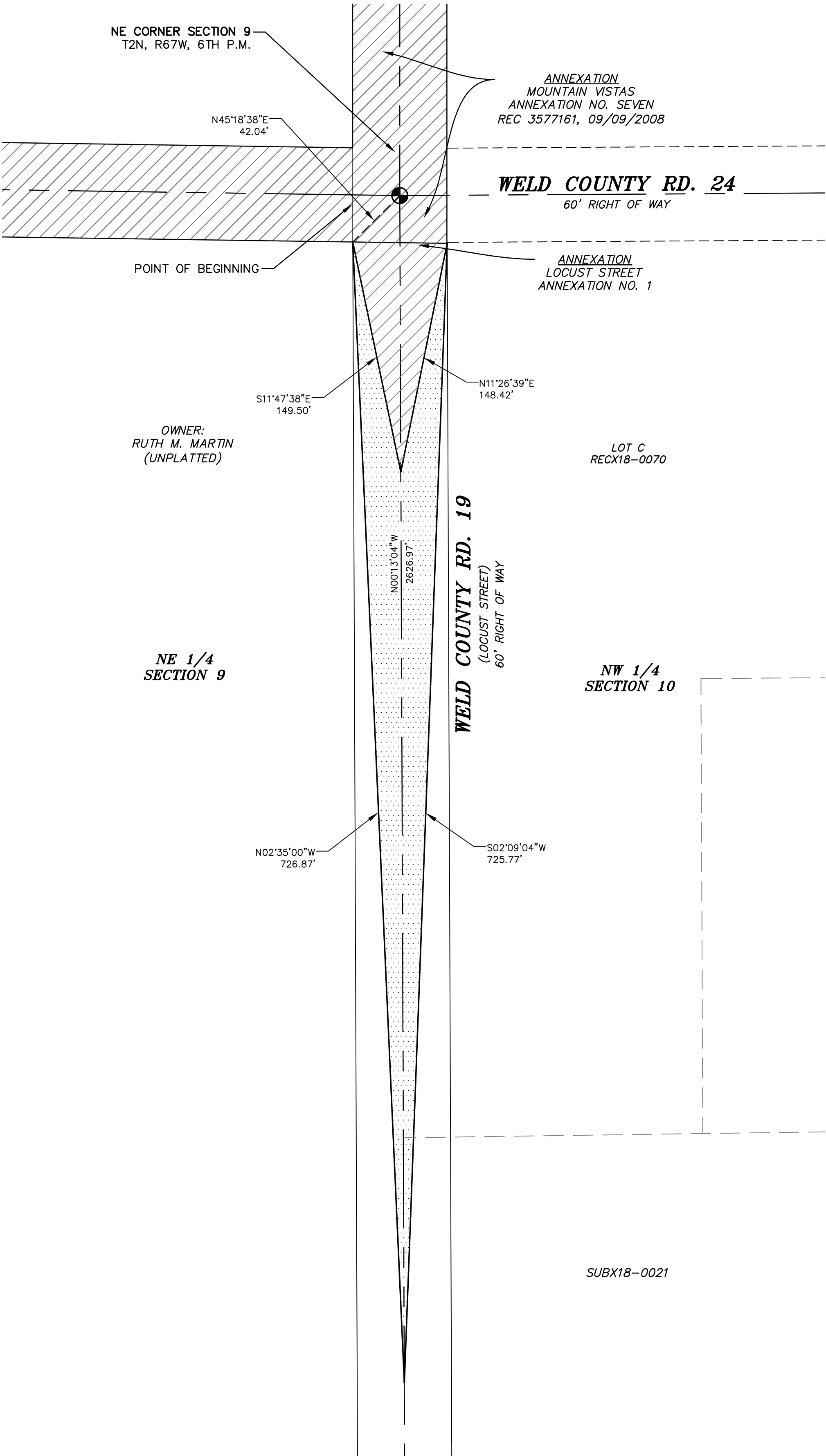
LEGEND

- PROPERTY BEING ANNEXED
- EXISTING TOWN LIMITS



NOTES:

- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
- 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 SURVEYOR'S STATEMENT SHOWN HEREON.



SUBX18-0021

EHRHART
LAND SURVEYING

P.O. Box 930 • Erie, Colorado 80516
(303) 828-3340
www.coloradols.com

SHEET:

1 OF 1

DATE:

6/21/21

DRAWN BY:

JPE

PROJECT:

S215049

FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 3
TO THE TOWN OF FIRESTONE

A PORTION OF THE EAST HALF OF SECTION 9 AND THE WEST HALF OF
SECTION 10, T2N, R67W OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
2.000 ACRES AN-21-006

CONTIGUITY

TOTAL PERIMETER OF PROPERTY 8,713.53'
1/6 TOTAL PERIMETER OF PROPERTY 1,452.26'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE 1,452.64'

TOTAL AREA BEING ANNEXED: 87,139 SQ. FT. OR 2.000 ACRES, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.



JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340

ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 9, AND THE WEST HALF OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577161; THENCE S02°35'00"E A DISTANCE OF 726.87 TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE N02°09'04"E A DISTANCE OF 725.77 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE S00°15'15"W A DISTANCE OF 3629.89 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE N00°41'34"W A DISTANCE OF 3631.00 FEET TO THE POINT OF BEGINNING;

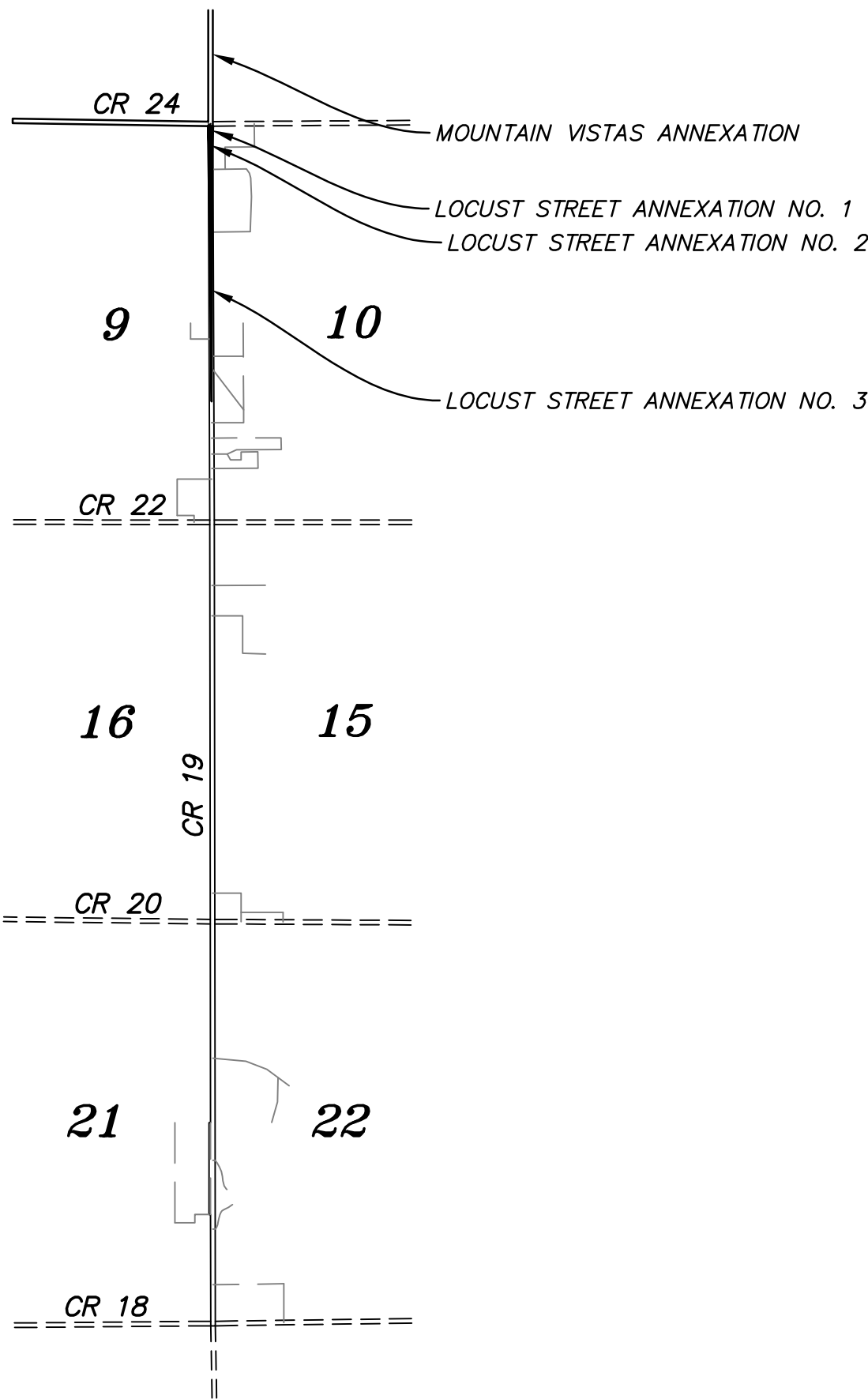
CONTAINING 87,139 SQUARE FEET OR 2.000 ACRES, MORE OR LESS.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 3" WAS APPROVED ON THE ____ DAY OF _____ A.D., 20____ BY ORDINANCE NO. _____ 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.

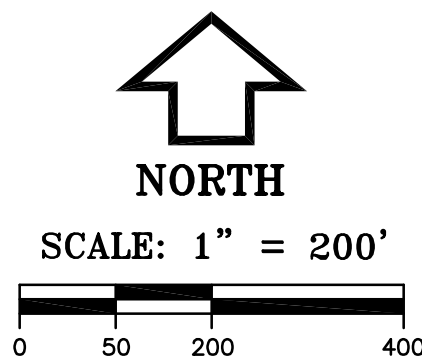
MAYOR _____ ATTEST: TOWN CLERK _____

KEY MAP
SCALE: 1" = 2000'



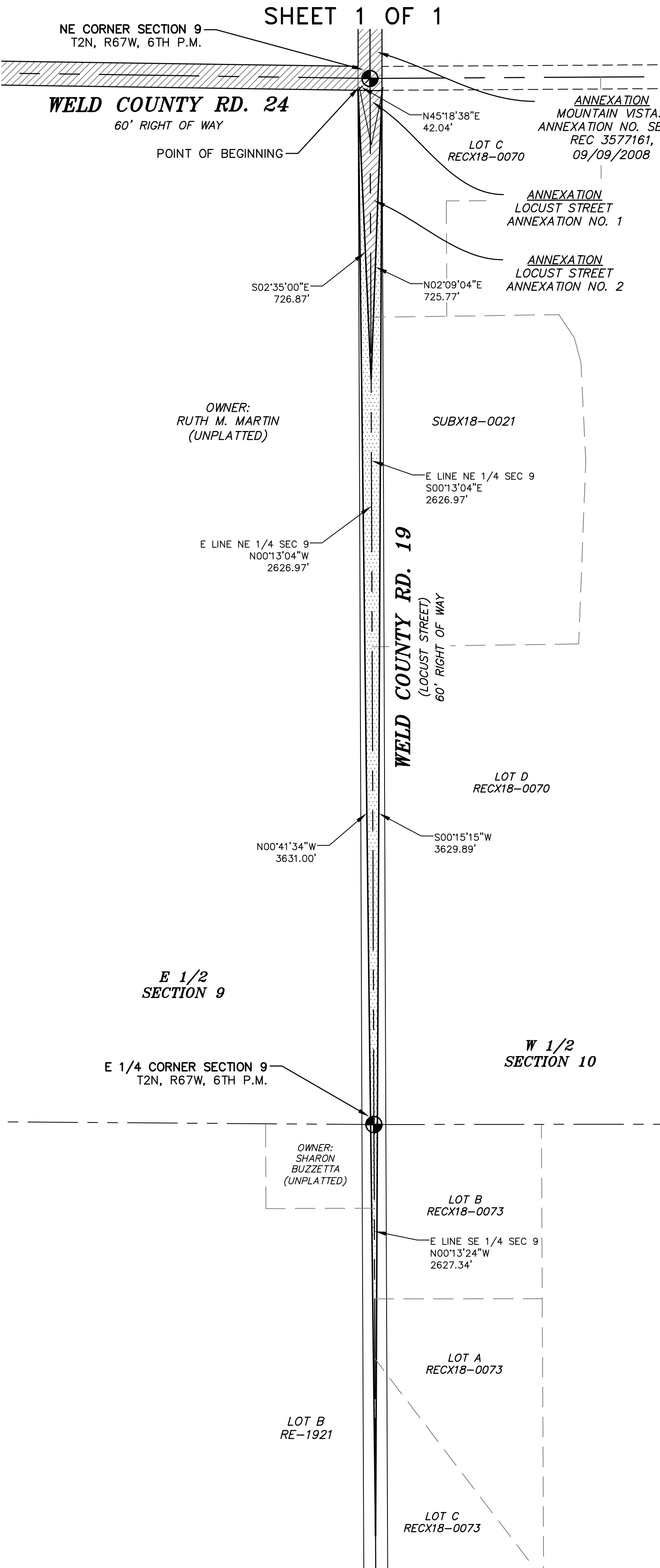
LEGEND

- PROPERTY BEING ANNEXED
- EXISTING TOWN LIMITS



NOTES:

- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
- 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 SURVEYOR'S STATEMENT SHOWN HEREON.



EHRHART
LAND SURVEYING
P.O. Box 930 • Erie, Colorado 80516
(303) 828-3340
www.coloradols.com

SHEET:
1 OF 1
DATE: 6/21/21
DRAWN BY: JPE
PROJECT: S215049

FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 4
TO THE TOWN OF FIRESTONE

A PORTION OF THE EAST HALF OF SECTIONS 9, 16, 21, AND 28, AND THE WEST
HALF OF SECTIONS 10, 15, 22, AND 27, T2N, R67W OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
19.843 ACRES AN-21-006

SHEET 1 OF 1

ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTIONS 9, 16, 21, AND 28, AND THE WEST
HALF OF SECTIONS 10, 15, 22, AND 27, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH
PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24
AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST
CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON
THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9,
2008 AT RECEPTION NO. 3577161; THENCE S00°41'34"E A DISTANCE OF 3631.00 FEET TO A POINT
ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE N00°15'15"E A
DISTANCE OF 3629.89 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD
19; THENCE ALONG THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING
SEVEN (7) COURSES: 1) S00°13'04"E A DISTANCE OF 2596.41 FEET; 2) S00°13'24"E A DISTANCE
OF 2627.37 FEET; 3) S00°04'44"E A DISTANCE OF 2631.93 FEET; 4) S00°05'06"E A DISTANCE
OF 2632.29 FEET; 5) S00°03'41"E A DISTANCE OF 2649.14 FEET; 6) S00°03'21"E A DISTANCE
OF 2649.62 FEET; 7) S01°03'34"E A DISTANCE OF 29.89 FEET TO A POINT ON THE SOUTH RIGHT
OF WAY LINE OF WELD COUNTY ROAD 19; THENCE S89°14'09"W ALONG SAID SOUTH LINE A DISTANCE
OF 30.23 FEET; THENCE S89°30'48"W CONTINUING ALONG SAID SOUTH LINE A DISTANCE OF 29.77
FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE ALONG
THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING TEN (10) COURSES:
1) N01°03'34"W A DISTANCE OF 29.96 FEET; 2) N00°03'21"W A DISTANCE OF 1439.37 FEET; 3)
S89°56'39"W A DISTANCE OF 20.00 FEET; 4) N00°03'21"W A DISTANCE OF 1210.74 FEET; 5)
N89°54'05"E A DISTANCE OF 20.00 FEET; 6) N00°03'41"W A DISTANCE OF 2649.14 FEET; 7)
N00°05'06"W A DISTANCE OF 2632.29 FEET; 8) N00°04'44"W A DISTANCE OF 2631.85 FEET; 9)
N00°13'24"W A DISTANCE OF 2627.31 FEET; 10) N00°13'04"W A DISTANCE OF 2597.52 FEET TO
THE POINT OF BEGINNING;

CONTAINING 864,353 SQUARE FEET OR 19.843 ACRES, MORE OR LESS.

NOTES:

1) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE
COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND
SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE
RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF
LAND.

2) 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
SURVEYOR'S STATEMENT SHOWN HEREON.

CONTIGUITY

TOTAL PERIMETER OF PROPERTY _____ 38,995.72'
1/6 TOTAL PERIMETER OF PROPERTY _____ 6,499.29'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE _____ 7,260.89'

TOTAL AREA BEING ANNEXED: 864,353 SQUARE FEET OR 19.843 ACRES, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF
COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A
CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND AND THAT AT
LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS
CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE
ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.



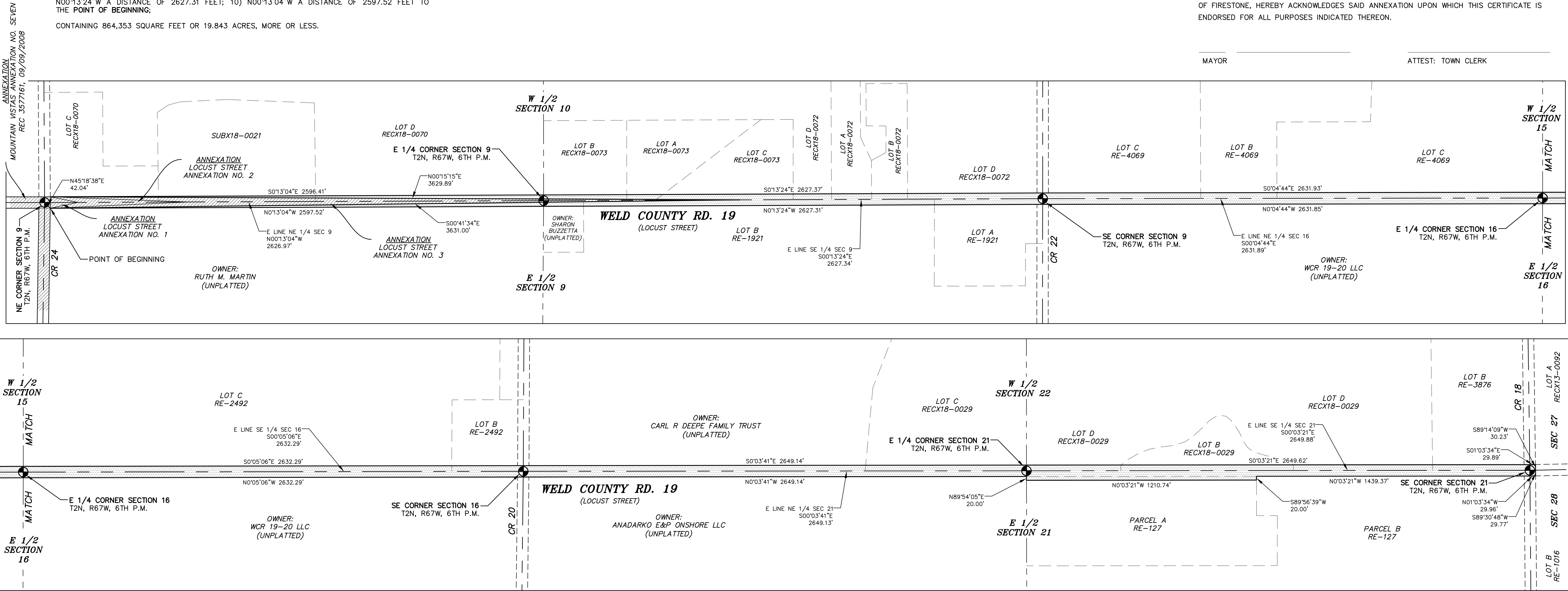
JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 4" WAS
APPROVED ON THE ____ DAY OF _____ A.D., 20____ BY ORDINANCE NO.
____ 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.

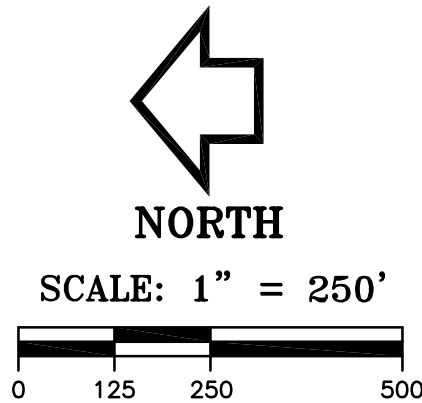
MAYOR _____

ATTEST: TOWN CLERK _____



LEGEND

- PROPERTY BEING ANNEXED
- EXISTING TOWN LIMITS



P.O. Box 930 • Erie, Colorado 80516
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SHEET:

1 OF 1

DATE:

6/21/21

DRAWN BY:

JPE

PROJECT:

S215049

FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 5
TO THE TOWN OF FIRESTONE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33 AND THE SOUTHWEST
QUARTER OF SECTION 34. T3N, R67W OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
0.101 ACRE AN-21-006

SHEET 1 OF 1

CONTIGUITY

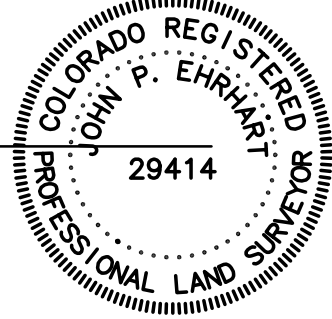
TOTAL PERIMETER OF PROPERTY 359.96'
1/6 TOTAL PERIMETER OF PROPERTY 59.99'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE 60.02'

TOTAL AREA BEING ANNEXED: 4,408 SQ. FT. OR 0.101 ACRE, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340



ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE N10°58'28"E A DISTANCE OF 149.11 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S12°06'21"E A DISTANCE OF 150.82 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID ANNEXATION; THENCE N88°57'52"W ALONG THE NORTH LINE OF SAID ANNEXATION A DISTANCE OF 60.02 FEET TO THE POINT OF BEGINNING;

CONTAINING 4,408 SQUARE FEET OR 0.101 ACRE, MORE OR LESS.

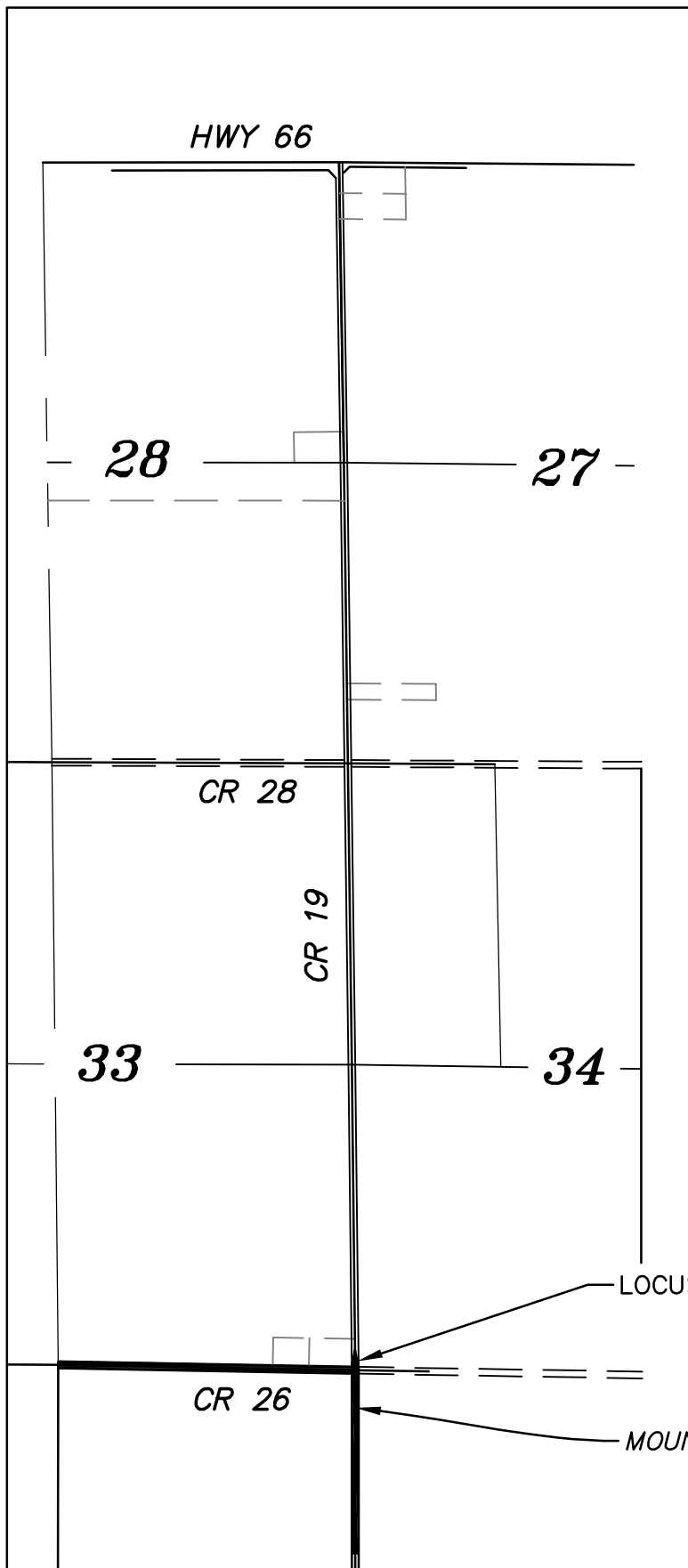
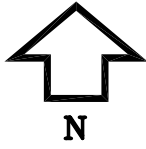
TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "FIRESTONE COUNTY ROAD NO. 5" WAS APPROVED ON THE ____ DAY OF _____ A.D., 20____ BY ORDINANCE NO. _____ 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.

MAYOR

ATTEST: TOWN CLERK

KEY MAP
SCALE: 1" = 2000'

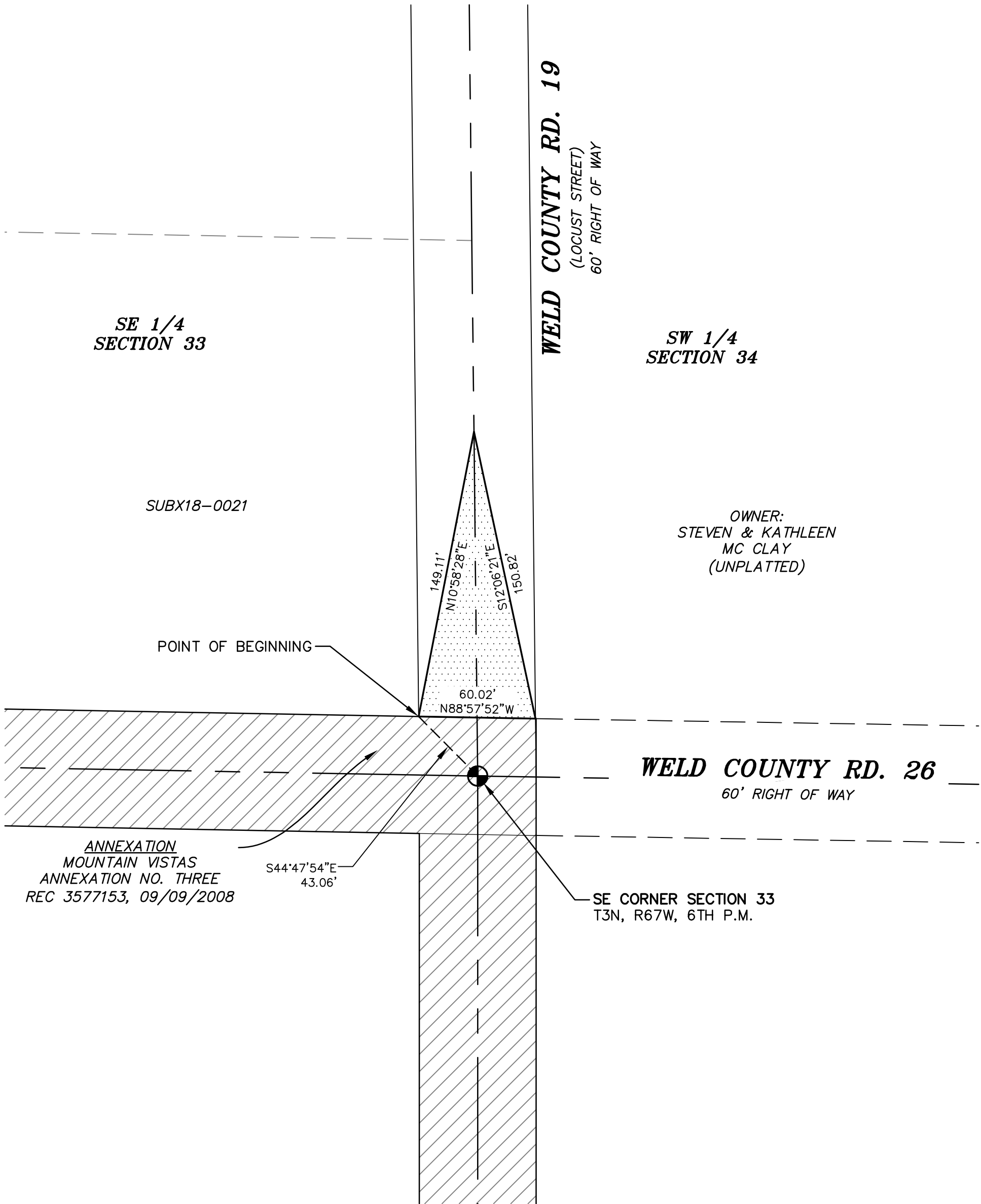


LEGEND

- PROPERTY BEING ANNEXED
- EXISTING TOWN LIMITS

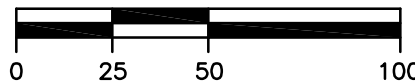
NOTES:

- THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
- 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 SURVEYOR'S STATEMENT SHOWN HEREON.



NORTH

SCALE: 1" = 50'



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SHEET:

1 OF 1

DATE:

6/21/21

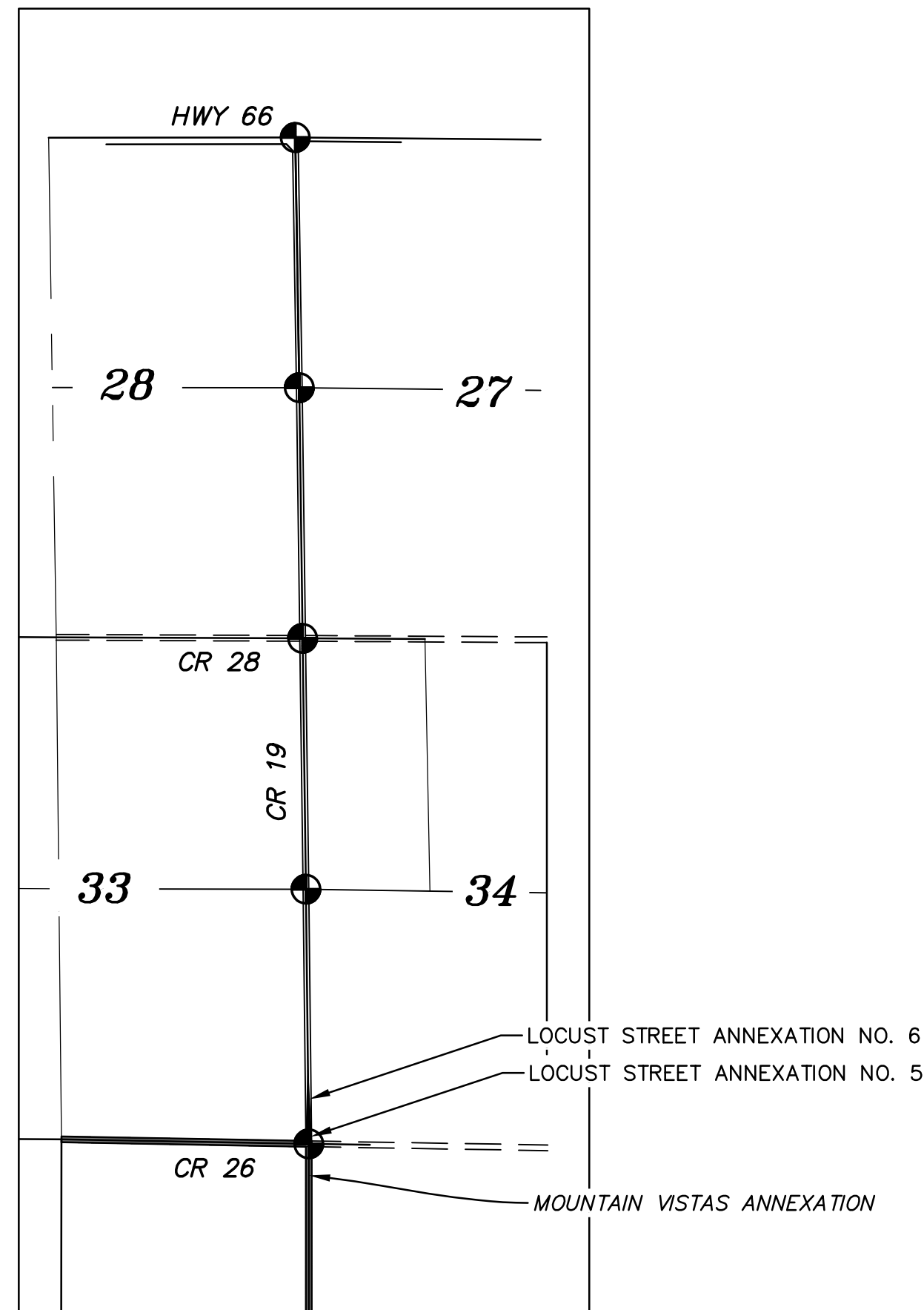
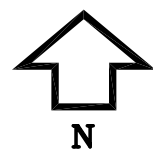
DRAWN BY:

JPE

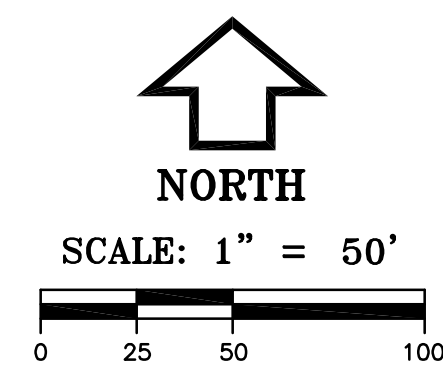
PROJECT:

S215049

KEY MAP
SCALE: 1" = 1500'



- LEGEND**
- PROPERTY BEING ANNEXED
 - EXISTING TOWN LIMITS



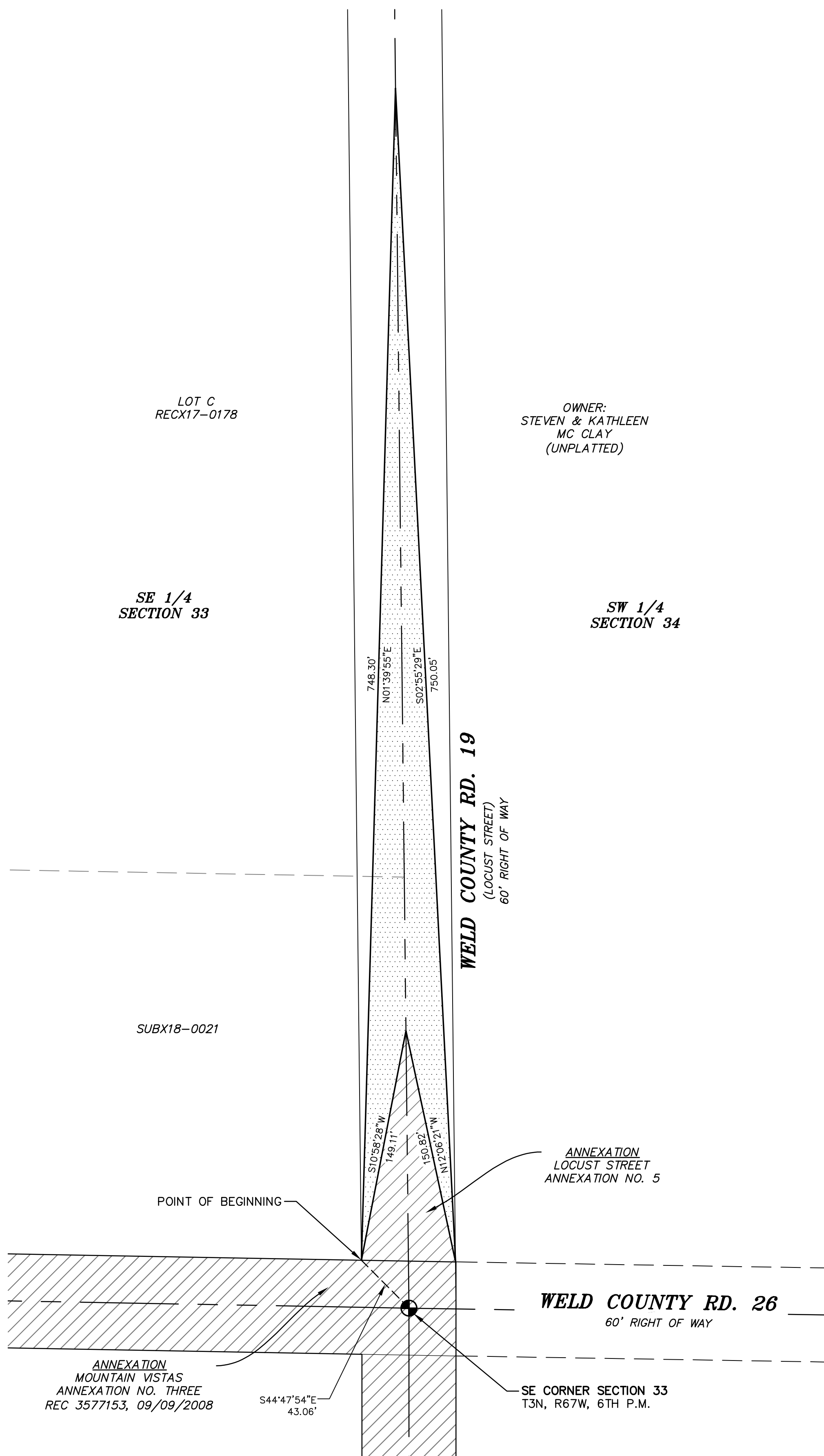
NOTES:

- THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
- 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 SURVEYOR'S STATEMENT SHOWN HEREON.

FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 6 TO THE TOWN OF FIRESTONE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33 AND THE SOUTHWEST
QUARTER OF SECTION 34, T3N, R67W OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
0.414 ACRE AN-21-006

SHEET 1 OF 1



CONTIGUITY

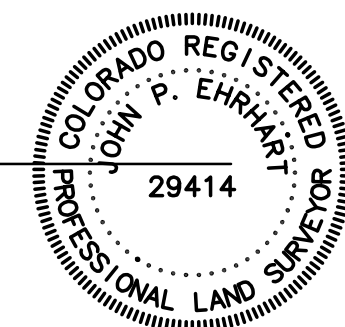
TOTAL PERIMETER OF PROPERTY _____ 1.798.28'
1/6 TOTAL PERIMETER OF PROPERTY _____ 299.71'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE _____ 299.93'

TOTAL AREA BEING ANNEXED: 18,049 SQ. FT. OR 0.414 ACRE, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340



ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE N01°39'55"E A DISTANCE OF 748.30 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S02°55'29"E A DISTANCE OF 750.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID ANNEXATION; THENCE N12°06'21"W A DISTANCE OF 150.82 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S10°58'28"W A DISTANCE OF 149.11 FEET TO THE POINT OF BEGINNING,

CONTAINING 18,049 SQUARE FEET OR 0.414 ACRE, MORE OR LESS.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 6" WAS APPROVED ON THE ____ DAY OF _____ A.D., 20____ BY ORDINANCE NO. _____ 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.

MAYOR _____

ATTEST: TOWN CLERK _____

EHRHART
LAND SURVEYING

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(303) 828-3340
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SHEET:
1 OF 1
DATE: 6/21/21
DRAWN BY: JPE
PROJECT: S215049

FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 7
TO THE TOWN OF FIRESTONE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33 AND THE SOUTHWEST
QUARTER OF SECTION 34, T3N, R67W OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
1.312 ACRES AN-21-006

SHEET 1 OF 1

CONTIGUITY

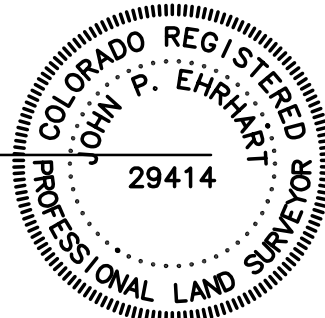
TOTAL PERIMETER OF PROPERTY _____ 6,805.12'
1/6 TOTAL PERIMETER OF PROPERTY _____ 1,134.19'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE _____ 1,498.35'

TOTAL AREA BEING ANNEXED: 57,139 SQ. FT. OR 1.312 ACRES, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340



ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE N00°00'56"E A DISTANCE OF 2652.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE S01°16'48"E A DISTANCE OF 2654.26 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID ANNEXATION; THENCE N02°55'29"W A DISTANCE OF 750.05 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 33; THENCE S01°39'55"W A DISTANCE OF 748.30 FEET TO THE POINT OF BEGINNING;

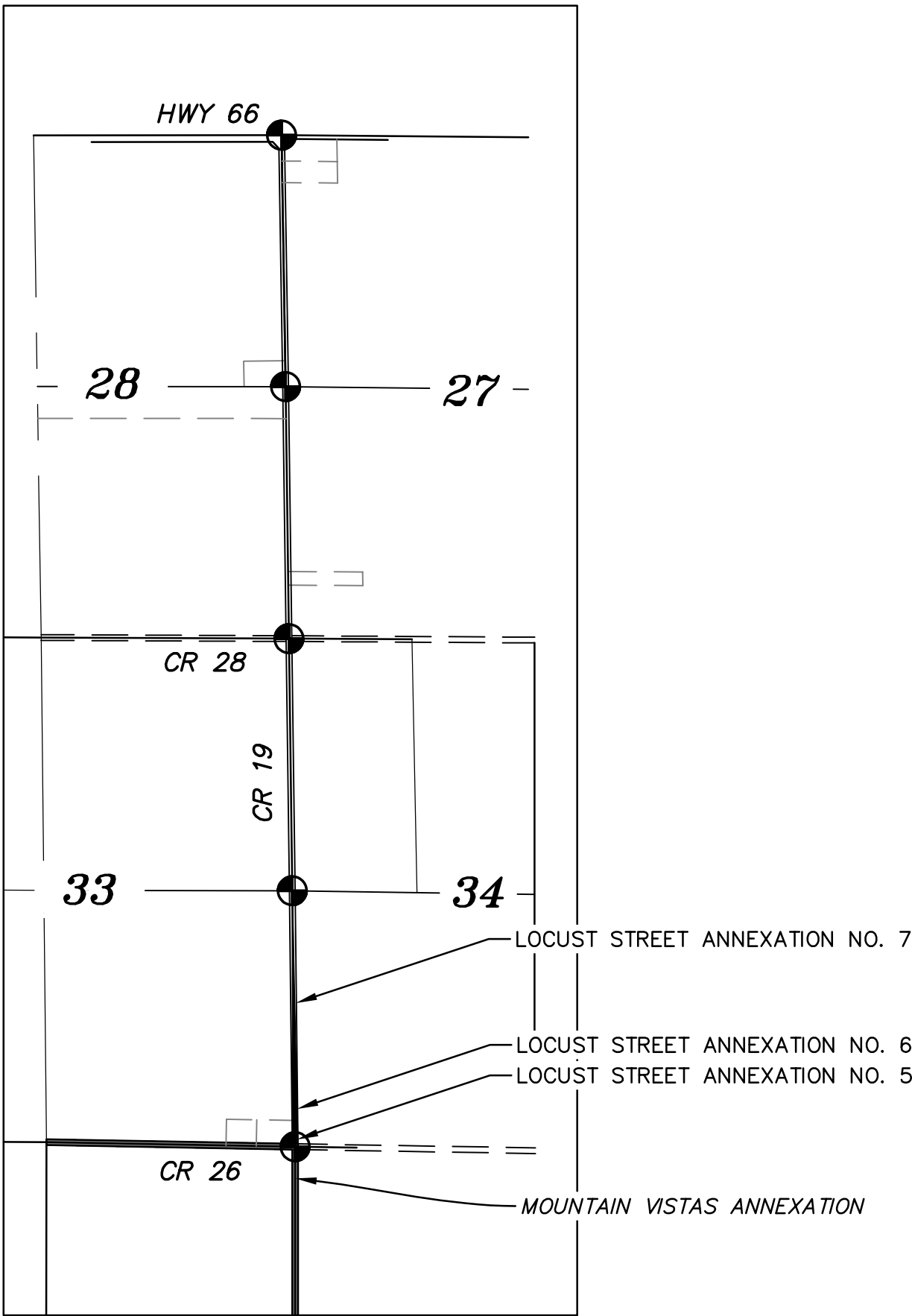
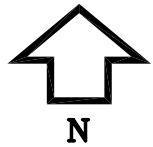
CONTAINING 57,139 SQUARE FEET OR 1.312 ACRES, MORE OR LESS.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 7" WAS APPROVED ON THE ____ DAY OF _____ A.D., 20____ BY ORDINANCE NO. _____ 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.

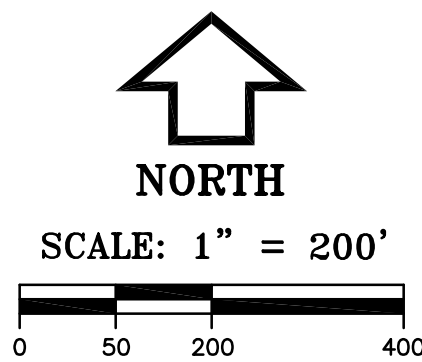
MAYOR _____ ATTEST: TOWN CLERK _____

KEY MAP
SCALE: 1" = 2000'



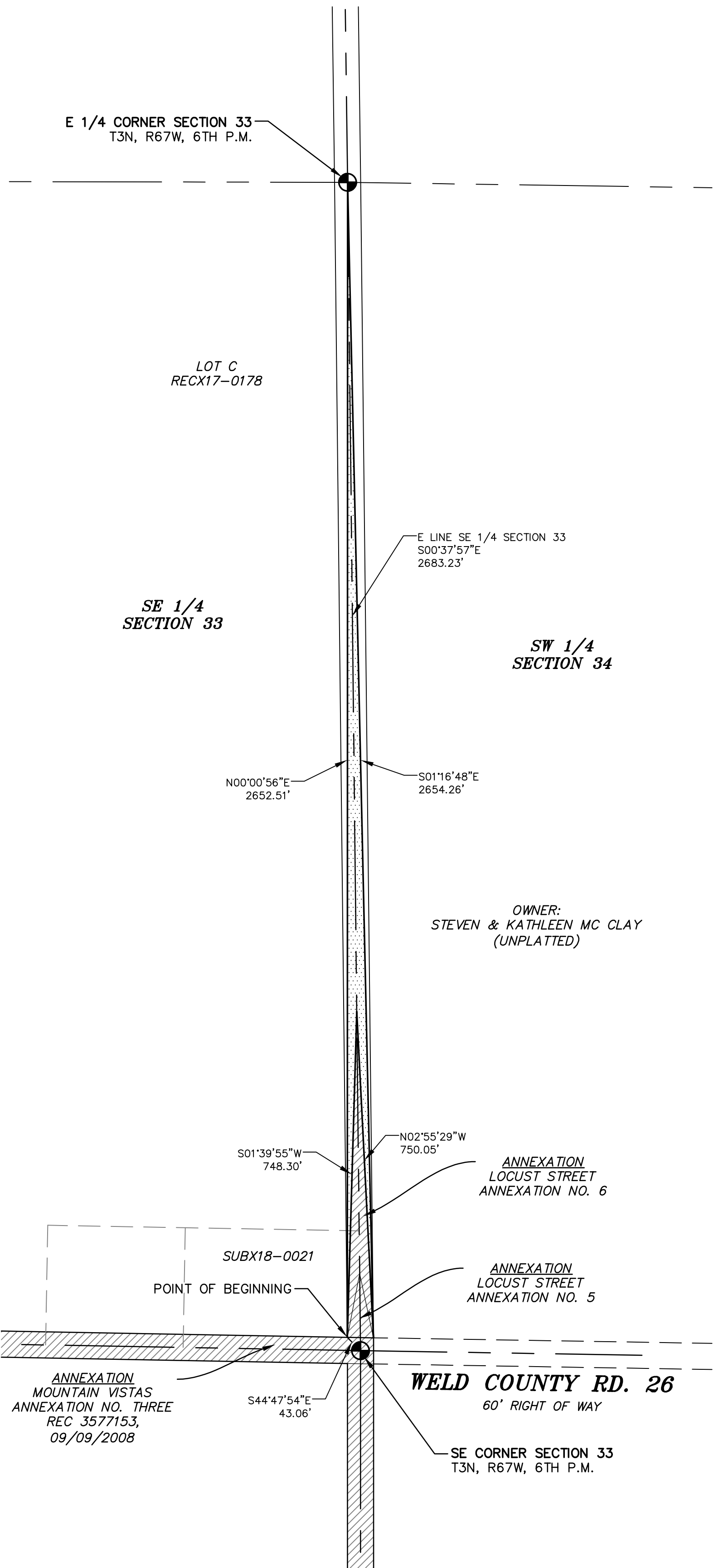
LEGEND

- PROPERTY BEING ANNEXED
— EXISTING TOWN LIMITS



NOTES:

- 1) THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
- 2) 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 SURVEYOR'S STATEMENT SHOWN HEREON.



EHRHART
LAND SURVEYING

P.O. Box 930 • Erie, Colorado 80516
(303) 828-3340
www.coloradols.com

SHEET:
1 OF 1
DATE: 6/21/21
DRAWN BY: JPE
PROJECT: S215049

FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 8
TO THE TOWN OF FIRESTONE

A PORTION OF THE EAST HALF OF SECTIONS 33 AND 28, AND THE WEST HALF OF
SECTIONS 34 AND 27, T3N, R67W OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
12.614 ACRES AN-21-006

SHEET 1 OF 1

ANNEXATION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTIONS 33 AND 28, AND THE WEST HALF OF SECTIONS 34 AND 27, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 26 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S44°47'54"E A DISTANCE OF 43.06 FEET, SAID POINT BEING ON THE NORTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. THREE, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577153; THENCE ALONG THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING FOUR (4) COURSES: 1) N00°37'57"W A DISTANCE OF 2652.31 FEET; 2) N00°45'47"W A DISTANCE OF 2643.53 FEET; 3) N00°45'12"W A DISTANCE OF 2641.76 FEET; 4) N00°54'58"W A DISTANCE OF 2548.42 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 66; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF HIGHWAY 66 FOR THE FOLLOWING THREE (3) COURSES: 1) S45°24'00"E A DISTANCE OF 2.86 FEET; 2) N89°52'35"E A DISTANCE OF 28.00 FEET; 3) S89°25'58"E A DISTANCE OF 30.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE ALONG THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING FOUR (4) COURSES: 1) S00°54'58"E A DISTANCE OF 2545.30 FEET; 2) S00°45'12"E A DISTANCE OF 2641.84 FEET; 3) S00°45'47"E A DISTANCE OF 2643.59 FEET; 4) S00°37'57"E A DISTANCE OF 2654.13 FEET TO A POINT ON THE NORTH LINE OF SAID ANNEXATION; THENCE N01°16'48"W A DISTANCE OF 2654.26 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE S00°00'56"W A DISTANCE OF 2652.51 FEET TO THE POINT OF BEGINNING;

CONTAINING 549,478 SQUARE FEET OR 12.614 ACRES, MORE OR LESS.

NOTES:

1) THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.

2) 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 SURVEYOR'S STATEMENT SHOWN HEREON.

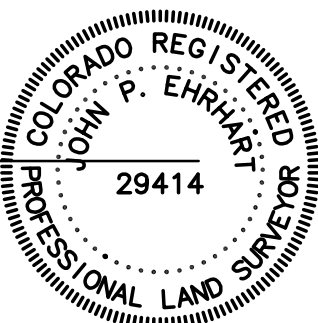
CONTIGUITY

TOTAL PERIMETER OF PROPERTY _____ 26,338.51'
1/6 TOTAL PERIMETER OF PROPERTY _____ 4,389.75'
PERIMETER CONTIGUOUS TO THE TOWN OF FIRESTONE _____ 5,306.77'

TOTAL AREA BEING ANNEXED: 549,478 SQUARE FEET OR 12.614 ACRES, MORE OR LESS

SURVEYING CERTIFICATE:

I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THE ANNEXATION PARCEL DESCRIPTION WAS PREPARED FOR ANNEXATION PURPOSES ONLY.



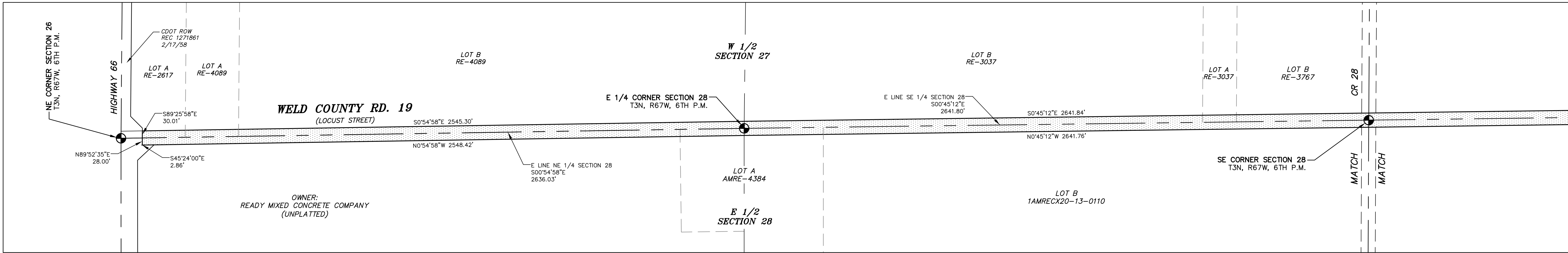
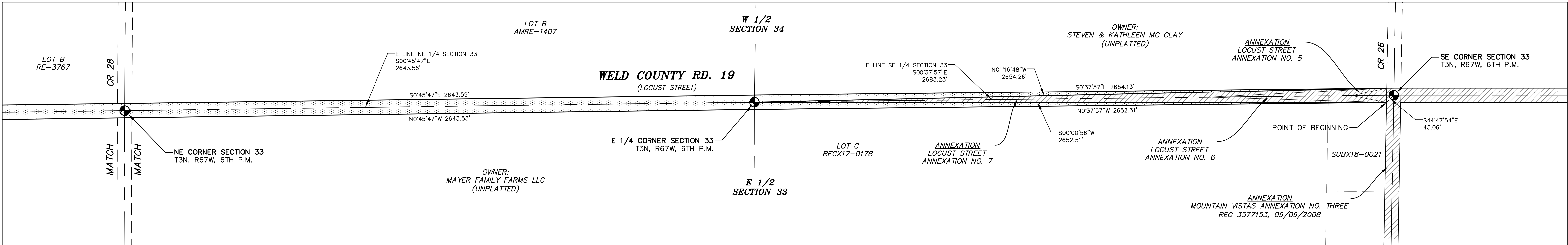
JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "FIRESTONE COUNTY ROAD 19 ANNEXATION NO. 8" WAS APPROVED ON THE ____ DAY OF _____ A.D., 20____ BY ORDINANCE NO. _____ 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.

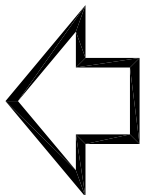
MAYOR

ATTEST: TOWN CLERK



LEGEND

- PROPERTY BEING ANNEXED
- EXISTING TOWN LIMITS



NORTH

SCALE: 1" = 200'



EHRHART
LAND SURVEYING

P.O. Box 930 • Erie, Colorado 80516
(303) 828-3340
www.coloradols.com

SHEET:

1 OF 1

DATE:

6/21/21

DRAWN BY:

JPE

PROJECT:

S215049

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.c

Land Development

Meeting Date: July 14, 2021

Initiated By: Marty Ostholthoff

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Ordinance 997: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING INITIAL ZONING OF CERTAIN LAND, FULLY DESCRIBED HEREIN, TO TOWN OF FIRESTONE PLI – PUBLIC LANDS AND INSTITUTIONS ZONING DISTRICT

SUMMARY

This is a Public Hearing regarding the Initial Zoning of property (Firestone County Road 19 Annexation Nos. 1-8 to the Town of Firestone). State statute and the Firestone Development Code require that annexed property be provided with zoning within 90 days of the annexation of a property.

The Town as the applicant is proposing that the annexed property, Firestone County Road 19 Annexation Nos. 1-8, be zoned PLI-Public Lands and Institutions.

The Initial Zoning application was processed in accordance with Section 7.4, Initial Zoning, of the Firestone Development Code. Staff finds the application to be consistent with the Initial Zoning approval criteria:

1. That the proposed zoning promotes the health, safety, or welfare of the inhabitants of the Town and the purposes of this FDC; and
2. The proposed zoning is generally consistent with the Town's Comprehensive Master Plan, or the proposed zoning is necessary to provide land for a community need that was not anticipated at the time of the adoption of the Town's plan.
3. Adequate facilities and services (including streets and transportation, water, gas, electric, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;
4. The proposed zoning is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated;
5. The proposed zoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject property;
6. Future uses on the subject property will be compatible in scale with uses on other properties in the vicinity of the subject property; and
7. The proposed zoning is generally consistent with the Towns' economic development goals and objectives in bring positive growth and sustainable revenues to the Town.

HISTORY AND PREVIOUS BOARD ACTION

On April 26, 2021, the Weld County Board of County Commissioners approved a resolution authorizing the execution of a "Petition for Annexation to the Town of Firestone" for a portion of Weld County Road 19 (CR 19). The total area proposed for annexation is approximately 36.8 acres and consists of the CR 19 from CR 26 north to State Highway 66; and CR 19 from CR 24 south to CR 18.

RECOMMENDATION

Staff finds the application to be consistent with the approval criteria of Section 7.4, Initial Zoning, of the Firestone Development Code and recommends approval of Ordinance 997; an ordinance zoning recently annexed property to PLI-Public Lands and Institutions.

ALTERNATIVES

n/a

ATTACHMENTS

1. Ordinance 997
2. Initial Zoning Maps

FINANCIAL CONSIDERATIONS

n/a

ORDINANCE NO. 997

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING INITIAL ZONING OF CERTAIN LAND, FULLY DESCRIBED HEREIN, TO TOWN OF FIRESTONE PLI – PUBLIC LANDS AND INSTITUTIONS ZONING DISTRICT

WHEREAS, a petition for annexation (“Petition”) of certain unincorporated property known as the Firestone County Road 19 Annexation No’s. 1 through 8 was filed with the Board of Trustees of the Town of Firestone requesting the annexation of certain property commonly known as Firestone County Road 19 Annexation Nos. 1 through 8, as more particularly described in the Petition, and which property is described with particularity in **Exhibit A** attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the property was annexed to the Town by Ordinance No. 996 (“Annexation Ordinance”); and

WHEREAS, as required by C.R.S. § 31-12-115(2) and in conformance with Section 17.7.4(D) of the Firestone Development Code, property annexed to the Town must be zoned pursuant to the Town’s zoning regulations within ninety (90) days after the effective date of the Annexation Ordinance; and

WHEREAS, on July 14, 2021, the Board of Trustees conducted a public hearing to consider initial zoning of the property; and

WHEREAS, after considering the testimony, evidence and argument presented at the public hearing, the Board of Trustees finds and determines that the application is complete and meets the applicable requirements and standards set forth in Section 16.7.4 of the Firestone Development Code, including the criteria of approval set forth in Step 9 of Section 16.7.4(E).

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

Section 1. The foregoing recitals are hereby incorporated as findings of the Board of Trustees, and the Property described in **Exhibit A**, which consists of a total of 36.785 acres, more or less, shall be zoned from Weld County A-Agricultural Zoning District to Town of Firestone PLI (Public Lands and Institutions) Zoning District.

Section 2. The Board of Trustees certifies a change in the Zoning Map consistent with this Ordinance to reflect initial zoning of the Property described herein to Town of Firestone PLI (Public Lands and Institutions) Zoning District.

Section 3. The Board of Trustees directs that a certified copy of this Ordinance be filed with the Town Clerk and further, that the Town Clerk index, file and make the Ordinance available to the public.

Section 4. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision will not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that

it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE this ___th day of _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

EXHIBIT A
(Legal Descriptions)

ZONING MAP NO. 1

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTIONS 9, 16, 21, AND 28, AND THE WEST HALF OF SECTIONS 10, 15, 22, AND 27, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 24 AND THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 9 BEARS N45°18'38"E A DISTANCE OF 42.04 FEET, SAID POINT BEING ON THE SOUTH LINE OF THE MOUNTAIN VISTAS ANNEXATION NO. SEVEN, RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 3577161; THENCE S89°09'39"E ALONG SAID SOUTH LINE A DISTANCE OF 60.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE ALONG THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING SEVEN (7) COURSES: 1) S00°13'04"E A DISTANCE OF 2596.41 FEET; 2) S00°13'24"E A DISTANCE OF 2627.37 FEET; 3) S00°04'44"E A DISTANCE OF 2631.93 FEET; 4) S00°05'06"E A DISTANCE OF 2632.29 FEET; 5) S00°03'41"E A DISTANCE OF 2649.14 FEET; 6) S00°03'21"E A DISTANCE OF 2649.62 FEET; 7) S01°03'34"E A DISTANCE OF 29.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 18; THENCE S89°14'09"W ALONG SAID SOUTH LINE A DISTANCE OF 30.23 FEET; THENCE S89°30'48"W CONTINUING ALONG SAID SOUTH LINE A DISTANCE OF 29.77 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19; THENCE ALONG THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 19 FOR THE FOLLOWING TEN (10) COURSES: 1) N01°03'34"W A DISTANCE OF 29.96 FEET; 2) N00°03'21"W A DISTANCE OF 1439.37 FEET; 3) S89°56'39"W A DISTANCE OF 20.00 FEET; 4) N00°03'21"W A DISTANCE OF 1210.74 FEET; 5) N89°54'05"E A DISTANCE OF 20.00 FEET; 6) N00°03'41"W A DISTANCE OF 2649.14 FEET; 7) N00°05'06"W A DISTANCE OF 2632.29 FEET; 8) N00°04'44"W A DISTANCE OF 2631.85 FEET; 9) N00°13'24"W A DISTANCE OF 2627.31 FEET; 10) N00°13'04"W A DISTANCE OF 2597.52 FEET TO THE POINT OF BEGINNING;

CONTAINING 973,262 SQUARE FEET OR 22.343 ACRES, MORE OR LESS.

ZONING MAP NO. 2

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTIONS 33 AND 28, AND THE WEST HALF OF SECTIONS 34 AND 27, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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FIRESTONE COUNTY ROAD 19 ZONING MAP NO. 1

A PORTION OF THE EAST HALF OF SECTIONS 9, 16, 21, AND 28, AND THE WEST HALF OF SECTIONS 10, 15, 22, AND 27, T2N, R67W OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF WELD, STATE OF COLORADO
22.343 ACRES 1Z-21-017

SHEET 1 OF 1

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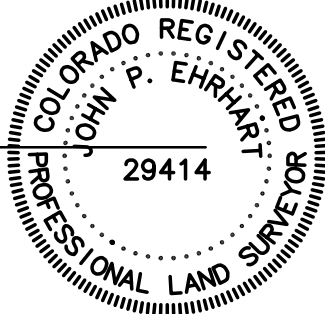
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SURVEYING CERTIFICATE:

I, JOHN P. EHRHART, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ZONING MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE HEREON DESCRIBED PARCEL OF LAND, AND THAT THE ZONING PARCEL DESCRIPTION WAS PREPARED FOR ZONING PURPOSES ONLY.



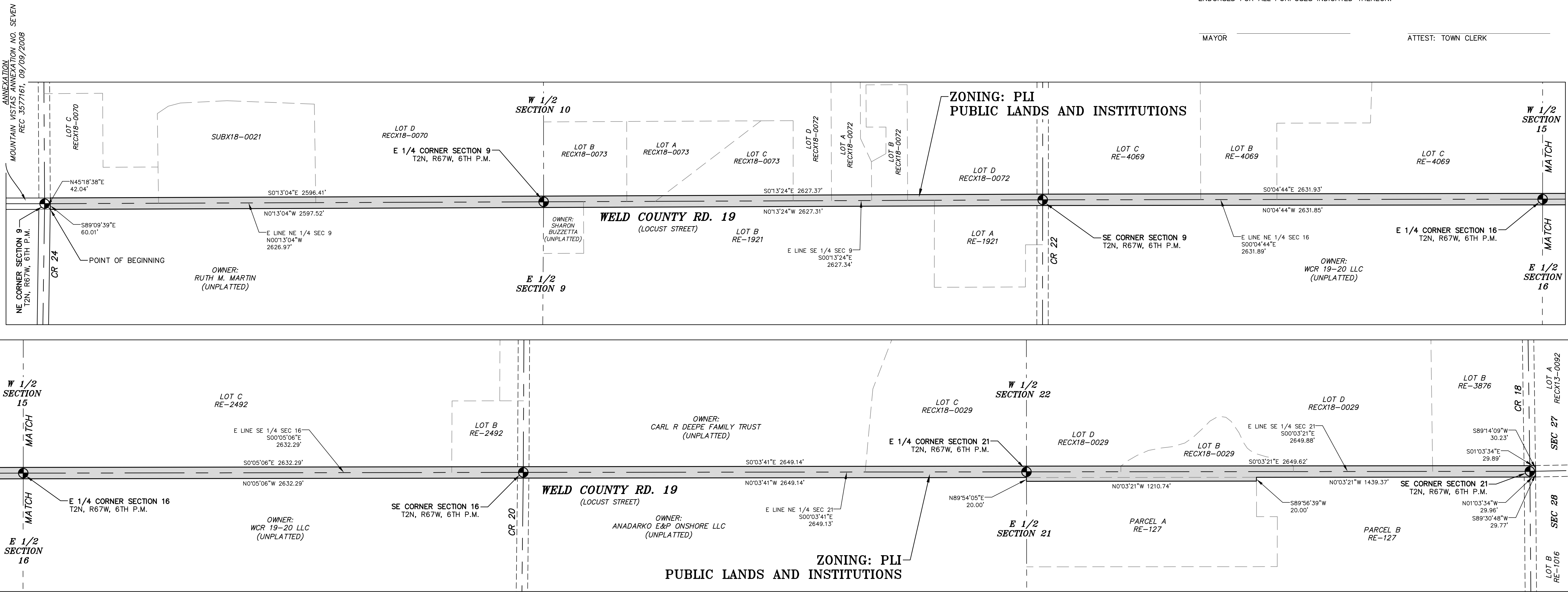
JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "FIRESTONE COUNTY ROAD 19 ZONING MAP NO. 1" WAS APPROVED ON THE ____ DAY OF _____ A.D., 20____ BY ORDINANCE NO. _____ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID ZONING MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

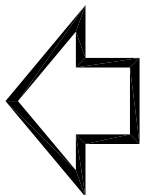
MAYOR _____

ATTEST: TOWN CLERK _____



LEGEND

— PROPERTY BEING ZONED



NORTH

SCALE: 1" = 250'



EHRHART
LAND SURVEYING

P.O. Box 930 • Erie, Colorado 80516
(303) 828-3340
www.coloradols.com

SHEET:

1 OF 1

DATE: 6/21/21

DRAWN BY: JPE

PROJECT: S215049

FIRESTONE COUNTY ROAD 19 ZONING MAP NO. 2

A PORTION OF THE EAST HALF OF SECTIONS 33 AND 28, AND THE WEST HALF OF SECTIONS 34 AND 27, T3N, R67W OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF WELD, STATE OF COLORADO
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SHEET 1 OF 1

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JOHN P. EHRHART
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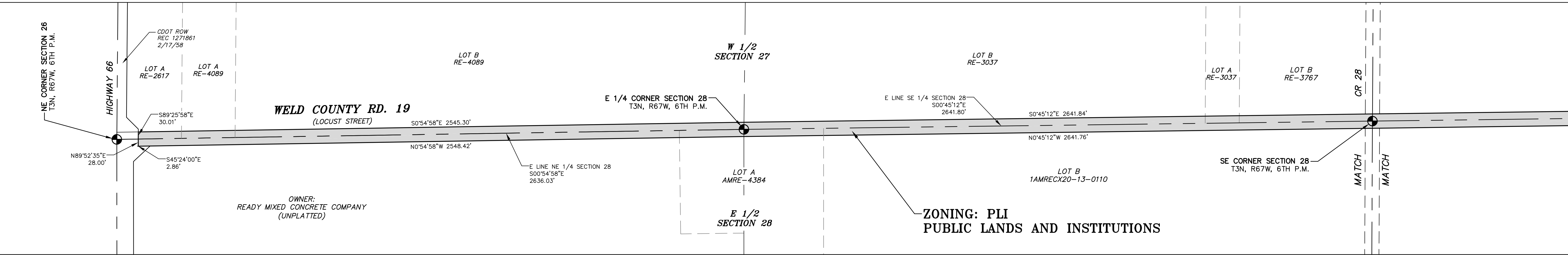
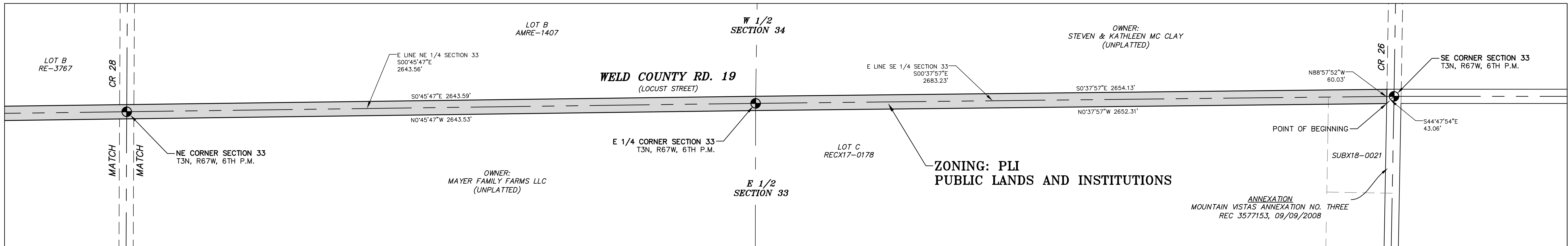
TOWN APPROVAL

THIS IS TO CERTIFY THAT THE "FIRESTONE COUNTY ROAD 19 ZONING MAP NO. 2" WAS APPROVED ON THE ____ DAY OF _____ A.D., 20____ BY ORDINANCE NO.

____ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID ZONING MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

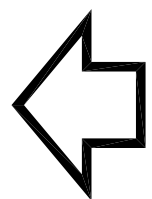
MAYOR _____

ATTEST: TOWN CLERK _____



LEGEND

— PROPERTY BEING ZONED



NORTH

SCALE: 1" = 200'

0 100 200 400

EHRHART
LAND SURVEYING

P.O. Box 930 • Erie, Colorado 80516
(303) 828-3340
www.coloradols.com

SHEET:

1 OF 1

DATE: 6/21/21

DRAWN BY: JPE

PROJECT: S215049

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.a

Discussion/Action

Meeting Date: July 14, 2021

Initiated By: Leah Vanarsdall

Dept: Police

AGENDA TITLE

Resolution 21-81: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING MASTER SERVICES PURCHASING AGREEMENTS BETWEEN THE TOWN OF FIRESTONE AND AXON ENTERPRISES, INC. FOR CLOUD SERVICES, CUSTOMER EXPERIENCE PROGRAM, BODY WORN CAMERA FULL SERVICES, TASER 7 EQUIPMENT AND SERVICES, AUTO-TAGGING, FLEET, AXON RESPOND AND ADD-ON SERVICES

SUMMARY

Firestone Police Department is proposing the replacement of all department body-worn cameras, in-car cameras, interview room camera system, and tasers. The new system will also include a drone evidence management module and a cloud-based crime-scene photo application for all police cell phones.

Currently, the Police Department has utilized the Panasonic Arbitrator System for body-worn and in-car cameras. The Arbitrator System is not cloud-based. All storage is on hard drives on Town servers on-site. The Police Department has to maintain the acquired data per the municipal records retention schedule as required by law. The Town has to continually upgrade data storage on Town servers to maintain compliance.

The Panasonic Arbitrator System requires police staff and IT staff to maintain the hardware and the data storage. The Axon system is cloud-based, and all software and hardware updates are maintained remotely by Axon. This ensures that the system is maintained properly and also ensures the integrity of the original video and photo evidence. Axon also includes digital evidence sharing with the district attorney's office. This significantly reduces staff time.

The Axon system will address all the issues/concerns above and reduces additional staff time for classifying data, recovering data for court cases, and transferring information/cases to the District Attorney's Office.

HISTORY AND PREVIOUS BOARD ACTION

The Police Department has used the Arbitrator System for approximately 7 years.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached Resolution approving the purchase of the Axon System 5 year bundle and authorizing

Payments:

Year 1: \$157,766

Year 2-5: \$164,316

Total 1-5y **\$815,000**

ALTERNATIVES

N/A

ATTACHMENTS

1. Reso 21-81 Axon Enterprises Agreement (1)
2. Firestone PD-Axon - MSPA - 6.21.21 Signed Contract
3. Firestone Axon Agreement Supplement.docx
4. Firestone PD Fleet 3 SOW
5. Core+ Executive Summary and Axon Highlights

FINANCIAL CONSIDERATIONS

Compensation for the Axon system will be paid from the General Fund

RESOLUTION NO. 21-81

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING MASTER SERVICES
PURCHASING AGREEMENTS BETWEEN THE TOWN OF
FIRESTONE AND AXON ENTERPRISES, INC. FOR CLOUD
SERVICES, CUSTOMER EXPERIENCE PROGRAM, BODY WORN
CAMERA FULL SERVICES, TASER 7 EQUIPMENT AND SERVICES,
AUTO-TAGGING, FLEET, AXON RESPOND AND ADD-ON
SERVICES**

WHEREAS, to fulfill its public safety duties the Town of Firestone Police Department (“Department”) is in need of cloud services, body worn camera full services including associated set-up, training, service and data security, TASER replacements, parts and training, auto-tagging to allow Axon Evidence to interact with Computer Aided Dispatch and Records Management Systems and Fleet equipment upgrades to interact with Axon products and services and Axon Respond to assist the Agency with real time situational awareness during critical incidents and Axon Add-On for additional subscription, storage and data services;

WHEREAS, Axon Enterprises, Inc.’s (“Axon”) holistic approach of consolidating all law enforcement technology addresses the Department’s current needs and improves interoperability and reduces costs for use of all the Department’s law enforcement technologies; and

WHEREAS, as no other provider is able to offer the quality and range of such services in a Cloud based integrated format the Department recommends that the Board of Trustees approve the Master Services Purchasing Agreements.

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

The Agreement between the Town of Firestone and Axon Enterprises, Inc., for Master Services and Purchasing Agreements for Cloud Services, Customer Experience Program, Body Worn Camera Full Services, TASER 7 Equipment and Services, Auto-Tagging, Fleet, and Axon Respond and Add-On Services is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, CMC Town Clerk

William P. Hayashi, Town Attorney



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.



Master Services and Purchasing Agreement between Axon and Agency

7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.



Master Services and Purchasing Agreement between Axon and Agency

- 10 Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 Termination.**
- 17.1 For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be



Master Services and Purchasing Agreement between Axon and Agency

understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 **General.**

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

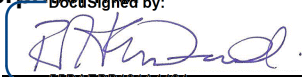
Agency:
Attn:
Street Address
City, State, Zip
Email

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Digitally signed by:
Signature: 
55DAEBB131A4424...
Name: Bobby Driscoll
Title: VP, Assoc. General Counsel
Date: 7/9/2021 | 7:30 AM MST

Agency

Signature: _____
Name: _____
Title: _____
Date: _____



Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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Department: Legal

Version: 12.0

Release Date: 12/18/2020

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Master Services and Purchasing Agreement

if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

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Release Date: 12/18/2020

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Master Services and Purchasing Agreement

Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13 Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14 After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15 Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.



Master Services and Purchasing Agreement

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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Master Services and Purchasing Agreement

Axon Customer Experience Improvement Program Appendix

- 1** **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

- 1.1.1.** When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



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Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:



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System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency



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TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 Site Preparation. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it



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- 12** **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13** **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:



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- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)

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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.

8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.



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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3 Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

SUPPLEMENT TO MASTER SERVICES AND PURCHASING AGREEMENTS

WHEREAS, the Town of Firestone, a Colorado municipality ("Agency") and Axon Enterprise Inc ("Axon"), desire to supplement the parties' Master Services and Purchasing Agreements Between Axon and Agency ("Agreement") by addition of the following terms and conditions which are included in and made a part of the Agreement.

Section 1. Scope of Supplement: This Agreement is included within and made a part of the parties Master Services and Purchasing Agreements for Axon Cloud Services Terms and Use Appendix, Axon Customer Experience Improvement Program Appendix, Professional Services Appendix, TASER 7 Appendix, Axon Auto-Tagging Appendix, Axon Fleet Appendix, Axon Respond Appendix and Add-on Services Appendix.

Section 2. No Multi-Year Fiscal Obligation: Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, Agency's obligations under this Agreement are subject to annual appropriation by the Agency's Board of Trustees. Any failure of a Board of Trustees annually to appropriate adequate monies to finance Agency's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to Axon of any failure to appropriate such adequate monies.

Section 3. Colorado Governmental Immunity Act: The parties hereto understand and agree that Agency is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided it by the Colorado Governmental Immunity Act, C.R.S § 24-10-101 *et seq.*, as from time to time amended, or otherwise available to Agency, its officers or its employees.

Section 4. Immigration Status Obligations:

a) Axon certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the Axon will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

b) Axon shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2) Enter into a contract with a subcontractor that fails to certify to Axon that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

c) Axon shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d) Axon is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

e) If Axon obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, Axon shall be required to:

1) Notify the subcontractor and Agency within three days that Axon has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (B)(2) the subcontractor does not stop employing or contracting with the illegal alien; except that Axon shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f) Axon shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et seq., as amended from time to time.

g) If Axon violates any of the provisions set forth in this section, Agency may terminate the Agreement and Axon shall be liable for all actual and consequential damages incurred by Agency.

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform

This document details a proposed system design

Agency Created For: Firestone PD

Sold By: Claudia Mendiola

Designed By: Ashlyn Frahm

Installed By: Axon Professional Services

VEHICLE OVERVIEW

SITE NAME		CUSTOMER NAME	
Headquarters		Firestone PD	
Total Configured Vehicles 15 Total Vehicles with this Configuration Video Capture Sources 30 Total Cameras Deployed 1 Fleet Hub(s) Per Vehicle Mobile Data Terminal Per Vehicle 1 Located In Each Vehicle Mobile Router Per Vehicle 1 IBR900-1200M-B Offload Mechanism 4G LTE Cellular Evidence Management System - Evidence.com			 Axon Camera  Fleet Hub  In-Car Router

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	1	Axon Fleet Hub will be installed in each vehicle
	1	5-in-1 Antenna will be installed in each vehicle
	1	3-in-1 Antenna will be installed in each vehicle
	1	IBR900-1200M-B will be installed in each vehicle
Signal Activation Methods	3	Triggers will be configured per vehicle The following devices will be configured for Signal activation: Light-bar, Motion Activation, Gun-Lock. When triggered, the Axon Signal technology in the Fleet 3 Hub will activate the recording mechanism for all configured Axon cameras within Bluetooth range of the vehicle.
Mobile Data Computer	Each vehicle will be equipped with a Mobile Data Computer provided by the customer, which meets or exceeds the specifications provided by Axon.	
Mobile Data Computer Requirements	Operating System: Windows 7 SP1 or Windows 10 (version 1909 or higher) - x32 or x64 with the most current service packs and updates Hard Drive: Must have 25GB+ of free disk space RAM/Memory: for x32: 4GB for x64: 8GB or greater Ethernet Port: It is recommended that the MDC have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port. Wi-Fi Card: If the MDC is not connected to the router via Ethernet LAN, a WiFi card is required in the MDC. In this case, the WiFi card should meet or exceed the router's minimum WiFi radio compatibility requirements.	

Additional Considerations	The Cradlepoint router includes the antenna(s) and Cradlecare. For agencies that use a VPN, Axon traffic must be passed through; such that it does not use the VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on -site work completed by an Axon Personnel.	
Hardware Provisioning	Axon will provide the following router for each vehicle:	IBR900-1200M-B
	The customer will provide an MDC for each vehicle.	
	If the customer chooses to provide their own SIM, they must be activated and available at time of installation	
SIM Location	SIM will be located in router and can be inserted in router by Cradlepoint if carrier is specified by agency.	

4G / Cellular Offload Considerations

Network Considerations	The mobile router will be the connection which allows 4G upload of recorded video	
	The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.	

Network Consideration Agreement

Network Consideration Agreement	Customer acknowledges the minimum requirements for the network to support this Statement of Work.	
	Axon employees performing services under this SOW are CJIS certified.	
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.	

Professional Services & Training

Project Management	Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.
Vehicle Installation	Customer agrees to have the above mentioned number of intended vehicles available at the time of deployment. Axon will be performing the installation of all Axon Fleet vehicle hardware. Installation services included with Axon Fleet system include a "clip" and removal of existing in-car system hardware, if applicable. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install. ○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal. ○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service. Chosen installation site must have internet access for the Hub, through the router, and MDC for configuration and testing of Fleet 3. Customer must have a resource onsite during installation with Axon Evidence Device Administration permissions to assist with logging into customer MDCs and configuring vehicle software.
Custom Trigger Installation	The Fleet 3 Hub has multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those no-cost triggers include Light-bar, Siren, Speed, Motion Activation and Gun-lock activation. The light-bar must have a controller to allow Axon to interface for the desired position, gun -locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.
Training	End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON Fleet Dashboard. This is included at no additional cost.

Notes

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (Or write N/A):	_____		

Please sign and email to Lauren Klein at lklein@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

SFDC Contract#:

Order Type:

RMA#:

Address Used:

SO#:

Review 1

Review 2

Comments:

Protect Life.

CORE+ EXECUTIVE SUMMARY

Firestone Police Department

Axon Enterprise, Inc.
17800 North 85th Street
Scottsdale, AZ 85255
Phone: 1-800-978-2737
5/8/2020

Main Contacts:

Claudia Mendiola
480-681-0790
cmendiola@axon.com

Kara Uzelac
480-428-4252
kuzelac@axon.com



Axon's Core+ package bundles hardware, software, accessories, training programs, equipment refreshes, and warranties together, to help equip your officers with the solutions they need to stay safe.

Firestone Police Department and Axon Enterprise, Inc. (Axon) will be partnering to deliver an all-encompassing (40) Core+ (Taser7, Body Worn Camera (BWC)), (20) Fleet 3, (5) Interview Room and (8) Axon Air pilot licensing program at a cost of **\$815,030.00** over 5 years. A purchase of these solutions as standalone increases the overall spend by approximately 12% for an "un"-bundled price of **\$923,349.30 +/-**. The total savings for Firestone PD in purchasing as a bundle is **approximately \$110,319.30***. *Subject to change based on deployment changes and separation of bundle

Axon's goal is to deliver a holistic eco-system for the above LE technologies, a predictable annual/long term spend, and the easiest to use technology in order to reduce your agency's liability while increasing your agency's efficiency and most importantly, safety. Axon represents the entire network of devices, applications, and people that is revolutionizing public safety around the world. Our mission is to protect life. Our technologies give law enforcement the confidence, focus, and time they need to keep their communities safe. Today, our CEWs are in use in more than 18,000 agencies globally and our other Axon family of products are in use by more than 6,000 agencies. Our suite of connected products from body cameras to evidence management, has given police agencies the flexibility and the versatility to operate with increased transparency and efficiency.

Timeline:

Typical implementation for the entire solution once the quote is signed is about 2-3 months.

Next Steps:

Information that needs finalizing:

- o Date & prep for presentation to Town Staff on FPD's current projects
- o Clarify procurement process, key contacts (legal, council, town staff)
- o Provide MSPA for legal review
- o Confirm mount preference
- o Confirm holster side
- o Confirm Axon Air (drone & pilot licenses, or licenses only)

The bundled solution created for the Firestone Police Department includes the following hardware and software components:

Firestone PD Core+ (Axon Body 3 and Taser 7)

o Axon Body 3 cameras:

- (41) Axon Body 3 Cameras (includes spare) *technology refresh at 2.5 & 5 YRS
- (5) Eight Bay Docks *technology refresh at 2.5 & 5 YRS
- (40) Signal Sidearm Units
- (10) Signal Vehicle Units
- (40) Pro Licenses for Body Cam Users
- (6) Pro License for Administrator (non-BWC user)
- Multi-Cam Playback, Reporting, and Device Analytics
- Unlimited Storage
- GPS Location Services (Respond) and real-time alerts & notifications
- Auto Tagging

*** Added Features to bundle**

- Redaction Assistant
- Live streaming through Respond+ Upgrade

o Taser7:

- (41) Taser 7's in Year 1 (includes one spare)
- (40) Taser 7 Holsters
- (1) 6-Bay Taser 7 Dock
- Training cartridge deliverables
 - Every Taser 7 user will receive 8 training cartridges in years 1 & 3 (2 Live CQ, 2 Live SO, 2 CQ HALT, and 2 SO HALT), and 4 training cartridges in years 2, 4, & 5 (2 Live CQ and 2 Live SO)
- Duty Cartridge Replenishment
 - Each deputy will receive 3 CQ & 3 SO live cartridges in Year 1
- (1) HALT Suit & Ruggedized Target

Total 5YR cost in bundle: \$443,690.00

**Includes an inherent 27% discount to the original bundle, trade-in of \$4500 and a discount on the added redaction assistant software.

Fleet 3 Advanced with TAP

- (20) Fleet 3 Camera Kit *technology refresh at 5YRS
- (20) Cradle Point IBR-900
- (20) Fleet antenna
- (20) Axon Signal Unit and installation
- Unlimited storage
- Fleet 3 vehicle license (20)
- Fleet 3 ALPR camera license
- Axon installation
- 5YR extended warranty

Total 5YR cost: \$249,600.00

Axon Air (Drones)

- No drones selected
- (8) Axon Air pilot licenses compatible with Matrice 200

Total 5YR cost: \$43,200.00 (List price: \$48,000)

**Includes a \$4,800 discount applied to bundled purchase

Axon Interview Room

- (5) Axon Interview Room Bundles
 - Overt camera (1) per room
 - Installation
 - (5) Touch panels
 - LITE Servers (2)
 - (5) Louroe Mics
 - (2) Axon Streaming Server Licenses (per server) & (2) Axon Server Maintenance License
 - 5 YR Extended Warranty

Total 5YR cost: \$78,540.00

Overall 5 YR Investment: \$815,030.00 (List Price: \$923,349.30)

Approximate savings for execution on complete bundle: \$110,319.30

Software

Complete your case with a powerful case management experience, including bulk actions, access controls, and automated suggestions. And save time with efficiency tools like redaction studio, streamlined categorizing, tagging, and case building.

Warranties and Equipment Refresh:

Automatic refresh every 2.5 years for Body Cameras. Minimizing the chance that an officer goes on duty without a camera, includes on-site spare units, as well as an extended warranty at no additional cost through the life of the agreement. Not only protecting your agency today but ensuring it will stay protected in the future.

- (41) Camera refresh at 2.5 & 5 YRS
- Docking station refresh at 2.5 & 5 YRS
- 5-Year Warranty on Axon Body 3 Cameras
- 5-Year Warranty on Taser 7 handles, rechargeable batteries, and dock
- 5-Year Warranty on Fleet 3 Camera System

Axon Professional Services:

Axon's Professional Services help introduce our technologies to agencies with the right training and implementation support.

- In-house Professional Services Training (PSO) (1 day) for Axon Body 3 and Evidence.com *optional second day (\$2,000), recommended Full service (\$17,500/4 days)
- Axon Installation and training for (20) Fleet 3 systems
- Axon Installation and introduction for (5) Axon Interview Rooms

Program Products & Features:

Axon Body 3

Axon Body 3 isn't just a camera: it's a rugged communications beacon front-and-center on every call. Featuring our new Axon Aware technology and an LTE connection that enables real-time features like GPS; Body 3 empowers officers with more support in the moment. Coupled with enhanced low-light performance and reduced motion blur, that means clearer evidence in the now, more efficient AI-powered processes after the fact, and most importantly, safer communities in the long run.

What is TAP?

The Technology Assurance Plan (TAP) is a service plan that combines warranty coverage on your Axon body cameras with automatic refresh units every 2.5 years. Minimizing the chance that an officer goes on duty without a camera, TAP includes on-site spare units, as well as an extended warranty at no additional cost through the life of the agreement. TAP not only protects your agency today—it ensures it will stay protected in the future.

Evidence.com

Axon Evidence is a scalable, cloud-based system that consolidates all of your digital files, making them easy to manage, access, and share. Now you can also know your evidence is securely stored in Microsoft Azure's Government cloud, and that any activity is captured in audit trails to ensure chain of custody and evidence authenticity.

Axon Respond

Axon Respond is a real-time operations platform which integrates real-time situational awareness and unified communications within a modern incident management solution. Harnessing data from sensors in the field, public safety agencies are empowered to know before it's voiced and rapidly coordinate responses with a unified communications platform. This drives faster response times, safer officers and communities as well as the optimal deployment of limited resources.

Axon Signal Sidearm

The Core+ package includes Axon Signal Sidearm – a smart sensor that attaches to an officer's holster. The Signal Sidearm sensor uses Axon Signal technology to trigger Axon body-worn cameras within range to start recording automatically when an officer's weapon is drawn.

Axon Signal Vehicle

Enables events like opening the car door or activating the light bar to alert your cameras to start recording without having to remember to hit the event button on the camera.

Auto Tagging

Auto-tagging takes information from your computer-aided dispatch and records management system and ties it to your videos on Axon Evidence. Auto-tagging automatically tags incident ID, category, location and other tags to videos automatically. It avoids the misspellings and incomplete information of manual entry. Auto-tagging requires minimal involvement from agency IT staff, and no need to involve CAD or RMS providers. Having this feature saves about \$200 per officer per month in productivity costs.

Redaction Assistant

Redaction assistant uses our latest AI technology to auto-detect faces, license plates, and MDT's with sensitive information, and then allows the user to redact that image for sharing to the public. No need to outsource work with sensitive information to a third party, as Redaction Assistant allows for simple and quick use by an admin within Evidence.com

Taser 7

Our continued dedication to the TASER CEW, successful endeavors into other areas of connected law enforcement technologies, and close partnerships with thousands of agencies have all informed the development of TASER 7 – the most effective and intelligent TASER CEW yet. TASER 7 is designed to give officers the confidence to de-escalate dangerous situations with new components, technology, and features that include:

- Redesigned darts with Smart Probes improve accuracy, increase target retention, and improve attainment.
- Two cartridge types – Close Quarter Cartridges and Standoff Cartridges – provide different angles of separation to achieve optimal probe spreads at varying distances.
- Revamped Adaptive Cross Connect technology uses an advanced algorithm to deliver the pulse from the TASER 7 most effectively.
- New Rapid Arc technology achieves more effective full-body lockup.
- The high-visibility green top laser enables better daytime targeting.
- A louder warning arc serves as an additional deterrent for noncompliant behavior.

Axon estimates the improvements in probe spread and clothing compression may decrease ineffective deployments by 50,000 each year. More effective deployments equate to reduced risk for an agency and confidence for end-users.

TASER 7 features wireless connectivity to Axon applications. This connectivity improves and automates workflows, so officers can focus on policing. The platform uses removable, rechargeable batteries and utilizes a “Dock and Walk” workflow, similar to that used by Axon body-worn cameras. The platform has improved armory and administrative functions with Evidence.com and Axon Device Manager through a connected mobile application, allowing agencies to more easily manage device assignments, plus better search functionality and device status reporting to assist with inventory management and tracking.

Increased connectivity makes the TASER system faster and more efficient. These elegant automations can help reduce the administrative time devoted to an agency’s TASER program by as much as 75%.

Professional Services

Axon’s Starter Package will help introduce our technologies to your agency with the right training and implementation support. The Professional Services team will assist in the hardware and software setup your new Axon Body Worn Camera program.

The Axon Customer Success Manager

Whenever you purchase an Axon product, we want to ensure that it’s easy to use and providing value to your agency. That’s why we assign our customers a single point of contact to ensure you always have the tools and information you need.

Axon Highlights

Equipment Replacement

- BWC (41) – year 1, 2.5 and 5
- Tasers (41) – five-year life
- In-Car (20) – year 1 and 5

General Features

- Unlimited cloud storage – resolves space limitations
- Evidentiary photograph archive – adds needed solution
- Auto software updates – eliminates staff management
- Video redaction assistant – adds needed solution
- Digital evidence sharing – improves process efficiency
- Digital evidence tracking – adds increased accountability
- Live-streaming feature – real-time event viewing

BWC Features

- Smart phone interface – improves efficiency/accuracy
- GPS location services – real-time event notification
- Auto tagging feature – reduces staff administration
- Signal camera technology – automatic event recording

Taser Features

- Taser 7 models – latest Electronic Control Device technology
- Training cartridges included – mandatory annual training
- Duty cartridge replacement – reduces operational costs
- Training suit/target – more realistic training

Fleet 3 Features

- Additional video of exterior and interior activities
- ALPR – Automated License Plate Recognition

Air (Drone) Features

- Tracks flight plans and equipment maintenance
- Fully-integrated video storage and management

Interview Room Features

- Improved functionality and remote viewing capability
- Fully-integrated video storage and management

Current Replacement

- BWC
- In-Car
- Interview
- Drone

New Features

- Signal (Taser / Firearm – BWC / In-Car)
- ALPR (In-Car / Fixed)
- Mobile App
 - Photo Evidence
 - Category Assignment
- Citizen Portal
- Video Sharing
- Respond Technology
 - Live-Streaming
 - GPS Locations
 - Priority Uploads

Advantages

- Cloud Hosting
- Auto-Updates
- Warranty Replacement

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.b

Discussion/Action

Meeting Date: July 14, 2021

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Ordinance 998: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO REPEALING AND REENACTING IN ITS ENTIRETY CHAPTER 5 OF THE MUNICIPAL CODE OF THE TOWN OF FIRESTONE REGARDING TRANSIENT MERCHANTS, SOLICITORS AND PEDDLERS

SUMMARY

Ordinance 998 amends the transient merchants, solicitors, and peddlers regulations in the Firestone Municipal Code to comply with current law. Ordinance 998 also includes that it is unlawful for a solicitor not to adhere to "No Soliciting" signs.

HISTORY AND PREVIOUS BOARD ACTION

The transient merchants, solicitors, and peddlers regulations in the Firestone Municipal Code were last updated in 2011.

RECOMMENDATION

Approval of Ordinance 998

ALTERNATIVES

Provide staff with further direction.

ATTACHMENTS

1. 998 OrdinanceSolicitation Amended

FINANCIAL CONSIDERATIONS

ORDINANCE NO. 998

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO REPEALING AND REENACTING IN ITS ENTIRETY CHAPTER 5 OF THE MUNICIPAL CODE OF THE TOWN OF FIRESTONE REGARDING TRANSIENT MERCHANTS, SOLICITORS AND PEDDLERS

WHEREAS, the Town of Firestone ("Town") has an interest in protecting its residents' rights to privacy in their homes and in preserving the public peace and order; and

WHEREAS, the Town is a largely residential community whose residents value the peace and quiet enjoyment of their homes; and

WHEREAS, in *Active Environmental v. Town of Castle Rock*, No: 18-1166 (10th Cir. 2020), the 10th Circuit Court of Appeals struck down the Town of Castle Rock's Canvasser, Solicitors and Distribution of Flyers ordinance's curfew requirement and held that any regulation of commercial speech must be content neutral and as such meet the standard of being necessary to fulfill a clearly identifiable, substantial government interest; and

WHEREAS, the Town's Board of Trustees thus desires to amend its transient merchants, solicitors and peddlers regulations to ensure that it's in compliance with current law.

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

Section 1. Section 5.04.190 (A)(1) Exempt activities of the Town of Firestone Municipal Code is repealed in its entirety.

Section 2. Chapter 5.40 Transient Merchants, Solicitors and Peddlers of the Town of Firestone Municipal Code is repealed in its entirety and reenacted and retitled "Solicitation Prohibited" to provide as follows:

5.40.010 - Solicitation prohibited.

1. *Solicitation* means any attempt to make personal contact with an occupant of a residence at the residence, without prior specific invitation or appointment, for the primary purpose of (i) attempting to sell, for present or future delivery, any goods, wares or merchandise, or any services to be performed immediately or in the future; or (ii) advertising a commercial event, activity, good or service that is offered at a location away from the residence or at a future time.

2. *Solicitor* means any person, whether as volunteer, owner, agent, consignee or employee, who engages in solicitation.

3. It is unlawful for a solicitor, while engaging in solicitation to enter upon the premises of any residence in the town where there is conspicuously posted at or near the entry of the premises or upon the entry of the premises, a notice bearing the words "No Solicitation", "No Solicitors", "No Trespassing," or sign of similar import that communicates the occupants' or owners' intent and desire not to be contacted by solicitors, unless such solicitor is expressly invited onto the posted premises by the resident or occupant.

Section 3. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares 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 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof is hereby repealed to the extent of such inconsistency or conflict.

Section 5. This ordinance is deemed necessary for the protection of health, welfare and safety of the community.

Section 6. Violations of this ordinance shall be punishable as set forth in Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

INTRODUCED, READ, ADOPTED, APPROVED AND ORDERED PUBLISHED IN FULL
this _____ DAY OF _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.c

Discussion/Action

Meeting Date: July 14, 2021

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

Resolution 21-83: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUBRECIPIENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

SUMMARY

The Weld County Board of County Commissioners was awarded Community Development Block Grant (CDBG) funding in 2021. It provided an opportunity for Weld County communities to apply as sub-recipients for funding for public improvements, including adequate public infrastructure, housing preservation, and access to public services. The Town of Firestone applied for funding to support the expansion of Via Mobility Services for the benefit of residents that are low to moderate-income, 60+ years of age, or disabled. Under the original agreement with Via Mobility Services, the hours available are Monday through Wednesday, 8 am to 2 pm. The proposed expansion would add one hour of service on Mondays through Wednesdays and provide services from 8 am to 3 pm on Thursdays and Fridays.

The Town was awarded \$90,000 from the County's CDBG allocation on March 29, 2021, and has worked with the County staff on a sub-recipient agreement and Via Mobility to amend its current contract. As part of the sub-recipient agreement, Town staff will be required to provide documentation throughout the year on ridership to verify that the funds are being used to serve residents from households of no more than 80 percent (%) the Weld County Area Median Income levels.

HISTORY AND PREVIOUS BOARD ACTION

The Town submitted an application for Community Development Block Grant funding on December 30, 2020, to Weld County and was awarded an allocation of \$90,000 on March 29, 2021, by the Weld County Commissioners based on the recommendation of the Weld County Community Development Block Grant Advisory Committee. Weld County will reimburse the Town for the expanded services up to the awarded amount of \$90,000.

RECOMMENDATION

Staff recommends the approval of Resolution 21-83.

ALTERNATIVES

ATTACHMENTS

1. Resolution No. 21-83
2. Firestone Subrecipient Agreement for Weld County CDBG Program 05.25.2021

FINANCIAL CONSIDERATIONS

The awarded \$90,000 of CDBG funds shall be used for the expanded hours and days of service of Via Mobility Services one additional hour Monday through Wednesday, and from 8 am to 3 pm Thursday and Friday for those riders that fall within the income limitations of 80 percent (%) of the Area Median Income for Weld County for 12 months.

RESOLUTION NO. 21-83

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING SUBRECIPIENT AGREEMENT
BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY FOR
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

WHEREAS, Weld County and the Town have entered into an Intergovernmental Cooperation Agreement, which qualified Weld County as an urban county and entitled the parties to receive Community Development Block Grant funds 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 Department of Housing and Urban Development (“HUD”) by annual grant agreement; and

WHEREAS, on September 23, 2020, the Town of Firestone (“Town”) and Via Mobility Services entered into that certain Transportation Services Agreement to provide transportation services within Town limits and certain destinations outside of the Town (“Via Transit Project”); and

WHEREAS, the Parties have identified the Via Transit Project for use of Weld County CDBG Program funding, and Weld County CDBG Program wishes to engage the Town of Firestone to assist it in utilizing such CDBG funding for the Via Transit Project through a HUD CDBG Subrecipient Agreement.

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

The HUD CDBG Subrecipient Agreement between the Town of Firestone and Weld County Community Development Block Grant Program is hereby approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute the agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Subrecipient Agreement for Community Development Block Grant Funds
20 pages

SUBRECIPIENT AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

THIS AGREEMENT, entered this ____ day of ____, 2021 by and between the Weld County Community Development Block Program (herein called the "Grantee") and the 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): Expanded hours of transit service access to the residents of the Town of Firestone from the existing service of 3 days a week 6 hours a day to 5 days a week 7 hours a day to meet the National Objective 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 Town of Firestone will amend its current contract with the transit provider, VIA Mobility Services, from the current service provided of 3 days a week with 6 hours of service per day to 5 days a week with at least 7 hours of service per day. The portion of the cost to the Town of Firestone for this service expansion for low- and moderate-income residents of the town including senior citizens residents will be reimbursed by the CDBG program.

Activity #2 The Town of Firestone will promote and market the expansion of their current VIA Mobility transit service to inform their low and moderate-income residents of the availability of this transit service being provided them.

General Administration

The Town of Firestone will provide the general administration of the transit program including monitoring of VIA to determine number of qualified riders and amount of travel, time and location traveled to.

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 by providing access to public transit service to low- and moderate-income persons residents of the town including senior citizens residents.

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:
Expanded hours of transit service access to the residents of the Town of Firestone from the existing service of 3 days a week 6 hours a day to 5 days a week 7 hours a day. Market and promote the expanded hours of VIA Mobility Service to all Firestone residents to include those that are low and moderate-income residents.

<u>Activity</u>	<u>Units per Week</u>	<u>Total Units/Year</u>
Activity #1	17 hours/week	884 hours/year

Units of Service are the number of **additional** hours of VIA Mobility transit service (above and beyond current service hours) provided to Town of Firestone residents as measured per week over 12 months.

Activity #2	<i>232 persons/week</i>	<i>12,064 persons/year</i>
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Units of Service are the number of Firestone residents reached by marketing and promotion of the expanded VIA Mobility services as measured per week or year.

D. Staffing

Paula Mehle, Director of Economic Development & FURA, Town of Firestone will serve as the Program Manager.

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 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 the Notice to Proceed and shall end after 12 months. 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>
Transit Operating Costs	\$85,000
Supplies & printing for marketing materials	<u>5,000</u>
TOTAL	\$90,000

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 \$90,000. 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.

The subrecipient will be reimbursed on the basis of operating costs/supplies & printing expenses actually incurred. Subrecipient may draw down on a monthly basis to cover expenses incurred.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 85.20.

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:

Weld CDBG Office
Don Sandoval
CDBG Manager
1150 O Street
Greeley, CO 80632
dosandoval@weldgov.com
Phone: 970 400-4480

Town of Firestone
Bobbi Sindelar
Mayor
151 Grant Avenue
Firestone, CO 80520
bsindelar@firestoneco.gov
Phone: 303-833-3291 ext. 5501

VI. SPECIAL CONDITIONS

The Town of Firestone is to continue to provide transit services to its residents including seniors and those with limited mobility through VIA Mobility Services five days a week, seven plus hours a day throughout the entire term of this agreement.

An acceptable plan for the marketing and promotion of the expanded VIA Mobility Service by this grant is required to be submitted to Weld CDBG Staff by the Town of Firestone before any funding can be authorized.

VII. GENERAL CONDITIONS

(Note: Links to the Code of Federal Regulations [CFR], OMB Circulars, etc. 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

<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=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 24 CFR 85.36, Bonding and Insurance.

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 24 CFR 85.43, 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 24 CFR 85.44, 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 24 CFR 85.20-26 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 OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," 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 24 CFR 85.20-26; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 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 five (5) 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 five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-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 OMB Circular A-133.

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 24 CFR 85.36 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 24 CFR 85.36.

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 24 CFR Part 85 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 that 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 Part 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 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 Part 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 Parts 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 135, 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 135 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 24 CFR 85.36 and 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 Part 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 Part 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 Part 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.

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

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: _____

Jessica Koenig, Town Clerk

By: _____

Bobbi Sindelar, Mayor

ATTEST:

**COUNTY OF WELD, STATE OF COLORADO, by
and through the BOARD**

WELD COUNTY Clerk to the Board

**OF COUNTY COMMISSIONERS OF THE COUNTY
OF WELD**

By: _____

Esther Gesick, Clerk to the Board

By: _____

Steve Moreno, Chair

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.d

Discussion/Action

Meeting Date: July 14, 2021

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

Resolution 21-82: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VIA MOBILITY SERVICES

SUMMARY

The Town of Firestone has provided transportation services through Via Mobility Services for qualified Firestone residents Monday through Wednesday from 8 am to 2 pm since October 2020. Since that time, the Weld County Board of Commissioners was granted Community Development Block Grant (CDBG) funding that it could share with sub-recipient agencies for qualified projects. The Town of Firestone applied and was allocated up to \$90,000 in CDBG funds to expand services with Via Mobility Services. The proposed amendment to the current transportation services agreement between the Town of Firestone and Via Mobility Service increases the total hours and days of services one additional hour Monday through Wednesday, and from 8 am to 3 pm Thursdays and Fridays. The amendment also requires Via to provide expanded reporting information on ridership. The CDBG award requires the Town of Firestone to provide data on ridership to include but is not limited to household income, age, and if disabled.

The amended agreement also addresses the division of costs of service provided by Via Mobility Services when the Town of Frederick and/or the City of Dacono would like to share Via Mobility Service hours in the area, as well as if any other adjacent community would like to share the service hours by the same van and driver.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Resolution No. 20-84 at its regular meeting on September 24, 2020, authorized an agreement between the Town of Firestone and Via Mobility Services to provide transportation services to qualified Firestone residents Monday through Wednesday from 8 am to 2 pm, except on federal holidays.

RECOMMENDATION

Staff recommends approval of Resolution Number 21-82.

ALTERNATIVES

ATTACHMENTS

1. Resolution No. 21-82
2. FIRESTONE VIA Mobility Agreement First Amendment

FINANCIAL CONSIDERATIONS

Funds for the additional hours of service, up to an amount not to exceed \$90,000, for riders that do not exceed the 80 percent Area Median Income will be paid from the awarded CDBG fund allocation awarded to the Town of Firestone by the Weld County Commissioners for a period of 12 months.

RESOLUTION NO. 21-82

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO
TRANSPORTATION SERVICES AGREEMENT BETWEEN THE TOWN
OF FIRESTONE AND VIA MOBILITY SERVICES**

WHEREAS, on September 23, 2020, the Town of Firestone ("Town") and Via Mobility Services ("Via") entered into that certain Transportation Services Agreement ("Agreement") to provide transportation services within Town limits and certain destinations outside of the Town; and

WHEREAS, the Town has been granted sub-recipient funding from the Federal Community Development Block Grant program ("CDBG"); and

WHEREAS, as a condition of receiving CDBG funding, the Parties now desire to amend or modify certain provisions of the Agreement to allow for an extended term, an expansion of service to low- and moderate-income residents; additional days and times for transportation services to be provided by Via, and documentation of ridership.

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

The First Amendment to Transportation Services Agreement between the Town of Firestone and Via Mobility Services is hereby approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Town Manager is authorized to execute the amendment on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

First Amendment to Transportation Services Agreement
Via Mobility Services
5 pages

FIRST AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT

THIS FIRST AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT (“Amendment”) is made and entered into this ____ day of _____, 2021, by and between Via Mobility Services (“Via”), a Colorado nonprofit corporation, and the Town of Firestone (the “Recipient”), a Statutory Town located in Weld County, State of Colorado.

WHEREAS, on September 23, 2020, Via and the Recipient entered into that certain Transportation Services Agreement (“Agreement”) to provide transportation services within the town limits of Firestone and those destinations outside of Firestone;

WHEREAS, the term of the Agreement was from September 24, 2020 to December 31, 2021;

WHEREAS, the Agreement in its Attachment A, Section 4 provided for services for limited days and times;

WHEREAS, a payment rate was established to serve only Firestone residents during the original service days and times;

WHEREAS, The Recipient has been granted sub-recipient funding from the Federal Community Development Block Grant (“CDBG”) that requires documentation of clients for qualifications of CDBG program

NOW, THEREFORE, in consideration it is agreed by and between the parties hereto as follows:

1. Section 1 of the Agreement (Term) shall be amended so that it now reads as follows:

1. TERM. The term of this Agreement shall commence on September 24, 2020 and expire on the first anniversary of the CDBG Funding Date (“Term”), unless one of the parties terminates the Agreement prior to the expiration of the Term. In such case, written notice of early termination is required no less than fifteen (15) days prior to the proposed termination date. For purposes of this Agreement, “CDBG Funding Date” shall be defined as the date Recipient receives a final award from the U.S. Department of Housing and Urban Development granting to it CDBG funds from the CDBG program.

2. Section 3 of the Agreement is hereby amended to read as follows:

3. PAYMENT. In consideration for its services under this Agreement, Recipient must pay Via for its performance of the services described in Section 2 during the Term as follows:

A. For services within the Service Area that are provided exclusively to Recipient, Recipient will pay Via at the revenue rate and times described in Attachment B, which is attached hereto and incorporated herein by this reference.

B. For services within the Service Area that are shared between Recipient and other Colorado municipalities or units of local government, Recipient will pay Via in accordance with the schedule below:

1. For services that are shared with the City of Dacono, Colorado, Recipient will pay Via eighty percent (80%) of the revenue rate described in Attachment B, at the times stated in Attachment B;

2. For services that are shared with the Town of Frederick, Colorado, Recipient will pay Via fifty percent (50%) of the revenue rate described in Attachment B, at the times stated in Attachment B;

3. For services that are shared with both the City of Dacono and the Town of Frederick, Recipient will pay Via forty percent (40%) of the revenue rate described in Attachment B, at the times stated in Attachment B;

4. For services that are shared with any other Colorado municipality or unit of local government, Recipient will pay Via on a pro-rata basis determined by the respective populations of all municipalities sharing services. Population totals shall be calculated as set forth by the Colorado Department of Local Affairs ("DOLA") in its "Population Totals for Colorado Municipalities" (or any similar compilation prepared annually by DOLA), measured as of January 1 of each year during which this Agreement remains in effect.

C. Via shall provide written notification to Recipient of any proposed contract or agreement between Via and any other municipality or unit of local government for transportation services 30 days prior to such contract or agreement being approved by another municipality or units of local government for Recipient's prior review and written approval to ensure that any such proposed contract includes a term that is consistent with Section 3.B, above, and that any reduced revenue rate offered by Via to the municipality or unit of local government for shared service days and hours will not violate the terms of this Agreement nor result in Recipient paying Via a revenue rate for shared services that is greater than the pro-rata basis as determined by Section 3.B.

3. Attachment A to the Agreement shall be replaced and superseded in its entirety with a new Attachment A, attached hereto and incorporated into this First Amendment.
4. Attachment B to the Agreement shall be replaced and superseded in its entirety a new Attachment B, attached hereto and incorporated into this First Amendment.
5. Authority. Each Party represents and warrants that it has the power and authority to execute this First Amendment and that there are no third-party approvals required to execute this First Amendment or to comply with the terms or provisions contained herein.
6. Counterparts and Facsimile. This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by facsimile or electronic mail transmission. The Parties further agree that this First Amendment may be executed by electronic copies of signatures, and that any electronic copies of signatures shall be binding upon the Party providing such electronic copy of signature as if it were the Party's original signature.

7. No Other Modifications. Except as expressly set forth herein, this First Amendment shall not modify or amend the terms or provisions of the Agreement, and all other terms or provisions of the Agreement not otherwise modified or amended by this First Amendment are hereby ratified and shall remain in full force and effect and constitute legal and binding obligations of the parties.
8. Conflict. In the event of any conflict between this First Amendment and the Agreement, the terms of this First Amendment shall control such conflicting provisions.
9. Entire Agreement. This First Amendment contains the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except by an instrument executed in writing by the Parties

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to execute this First Amendment effective as of the date and year first above written.

VIA MOBILITY SERVICES

By: _____
Frank W. Bruno, CEO

TOWN OF FIRESTONE

By: _____
A.J. Krieger, Town Manager

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Attachment A
STATEMENT OF WORK - FIRST AMENDMENT

1. **TRANSPORTATION SERVICES.** The transportation services that are the subject of this Agreement (referred to as “Via paratransit services” or VPT service(s)) are defined as Via’s driver assisted, door-to-door transportation in a wheelchair-accessible vehicle for eligible residents that can be booked by phone to Via or through Via’s online portal and occurs within the service area.
2. **ELIGIBLE RESIDENTS.** Eligible residents are defined as residents of the Town of Firestone and who (1) are aged 60 and older, or (2) adult residents of any age who have a disability, (3) or riders whose household income levels are at or below 80 percent of the current Area Median Income for Weld County; and (4) are registered with Via as VPT clients. The parties acknowledge that Via’s client registration process is based on an honor system, meaning that people may register for VPT services by phone with a Via employee, giving personal information about where they live, their ages, and disability status; Via accepts such information as true and does not verify it. The parties agree that this is an acceptable process for determining eligibility for receiving VPT services. In addition, Recipient may make its own assessment of an individual’s eligibility and advise Via that a particular Firestone resident is or is not eligible for VPT service and Via will decline service to that individual. The parties may re-define who is an eligible resident at any time by amending this agreement.
3. **SERVICE AREA.** The service area includes the entire area consisting of the town limits of Firestone and **the following destinations located outside of Firestone’s territorial boundaries:**

Those destinations outside of Firestone as set forth in Statement of Work Attachment A-1 which is included herein and made a part of this Agreement. The parties may adjust the service area at any time by amending this Agreement.

4. **SERVICE DAYS AND TIMES.** Via shall provide VPT service on the following days of the week at the following times:
 - a. Mondays, Tuesdays, Wednesdays, Thursdays and Fridays unless a day falls on a federal holiday.
 - b. 8 AM to 3 PM. The parties agree that Via may schedule rides to begin at either 8 AM or 3 PM, with the result that the beginning of the drive time could begin earlier than 8 AM and that a trip may be completed after 3 PM.

The parties may adjust the service days and times at any time by amending this agreement.

5. **VEHICLE(S).** Via will provide one wheelchair-accessible vehicle with the capacity for at least six passengers (including up to two passengers in wheelchairs) for the VPT services. Via may replace any vehicle it uses for the VPT service at any time with another vehicle of similar passenger capacity. The parties may change the number and/or passenger capacity of vehicles provided for the service at any time by amending this Agreement.

Attachment B
RATE(S) AND PAYMENT SCHEDULE – FIRST AMENDMENT
VPT SERVICES

- 1. RATE PER SERVICE HOUR.** The parties agree that Via will provide one driver per vehicle. The cost of the VPT service is \$80 per service hour for each bus used (See Attachment A). The service hours includes the time each driver assigned to the VPT service spends:
 - a. Performing the pre-trip vehicle inspection at the facility where the Via vehicle is parked overnight. In general, the vehicle will be kept overnight in Firestone, Dacono, or Frederick; but in some instances, the vehicle may have to be kept overnight for maintenance work at Via's main facility at 2855 N. 63rd Street, Boulder, CO 80301.
 - b. Driving the vehicle to the first scheduled pickup in the service area.
 - c. Taking agreed upon breaks during the VPT service hours, 30 minutes for every 4-8 hours worked.
 - d. Driving from the last drop-off of the day to the agreed upon overnight parking place, or if needed, to Via's main facility.
 - e. Performing the post-trip inspection of the vehicle.
- 2. INVOICING FOR VPT SERVICES.** Via will invoice Recipient monthly. Invoices are payable within thirty (30) days or receipt.
- 3. RIDERSHIP DATA.** Via will provide to the Recipient monthly data on each rider and make the following information available upon a request for audit:
 - a. Date of trip.
 - b. Rider name.
 - c. Pick-up and Drop-off location.
 - d. Purpose of ride.
 - e. Mobility condition of rider.
 - f. Age of rider.
 - g. Disabilities – general description.
 - h. Total number of persons in riders household.
 - i. Riders household income.
 - j. Ethnicity

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.e

Discussion/Action

Meeting Date: July 14, 2021

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Marjuana Initiative Discussion

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS