



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

June 10, 2020
7:00 PM
Virtual Meeting
2 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

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

Topic: June 10, 2020 Board of Trustees Regular Meeting

Time: Jun 10, 2020 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83633342184>

Meeting ID: 836 3334 2184

One tap mobile

+12532158782,,83633342184# US (Tacoma)

+13462487799,,83633342184# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 836 3334 2184

Find your local number: <https://us02web.zoom.us/u/kNfPmcg13>

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. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town 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 May 27, 2020 Board of Trustees Meeting Minutes

6.b. **Resolution 20-63:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DEVELOPMENT AGREEMENT WITH SECOND ROYALTY LLC PERTAINING TO THE CONSTRUCTION AND INSTALLATION OF PUBLIC ROADWAY IMPROVEMENTS

7. Presentation

7.a. Broadband Assessment and Feasibility Study Update

8. Discussion/Action

8.a. **Resolution 20-62:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SUPPLEMENTAL APPROPRIATION TO THE TOWN OF FIRESTONES 2019 BUDGET

8.b. **Resolution 20-64:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TOWN MANAGER'S ISSUANCE OF A TEMPORARY ADMINISTRATIVE ORDER REGARDING THE SUSPENSION OF CERTAIN LAND USE AND LICENSING REQUIREMENTS TO FACILITATE THE OPERATION OF OUTDOOR BUSINESS ACTIVITIES

8.c. Summer Events Update

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

10. Reports

10.a. Staff

10.b. Mayor

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

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

10.c. Trustees

10.d. Frederick-Firestone Fire Protection District 2020 1st Quarter Report

11. Executive Session

- 11.a.** An executive session pursuant to C.R.S. 24-6-402(4)(a) regarding the purchase or acquisition of real property and pursuant to C.R.S. 24-6-402 (e)(I) determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and directing negotiators concerning such real property and an oil and gas agreement.

12. Adjournment

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

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

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

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-833-3291 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: June 10, 2020

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of May 27, 2020 Board of Trustees Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of May 27, 2020 Board of Trustees Meeting Minutes

ALTERNATIVES

ATTACHMENTS

1. May 27, 2020 Draft BoT Meeting Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
May 27, 2020

1. Access Information

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

Topic: 05-27-2020 Board of Trustees Regular Meeting

Time: May 27, 2020 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82446065283>

Meeting ID: 824 4606 5283

One tap mobile

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+13462487799,,82446065283# US (Houston)

Dial by your location

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+1 669 900 9128 US (San Jose)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 824 4606 5283

Find your local number: <https://us02web.zoom.us/j/82446065283>

2. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on May 27, 2020, virtually via Zoom and at the Police Department Court Room, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:06 PM

The following were present upon the call of the roll:

Mayor:

Bobbi Sindelar

Trustees: Samantha Meiring

Frank A. Jimenez

Doug Sharp

Don Conyac

David Whelan

Sean Doherty

Staff: Present: Jan Sloat, Director of Human Resources ; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Matt Wiederspahn, Town Engineer; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning; David Montgomery, Chief of Police; 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 Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to Amend the Agenda to move Agenda Item 8e., Ordinance No. 973 to be the first item in section 8. Discussion/Action.
Roll Call Vote:

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

No: None **Abstain:** None **Motion carried.**

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

There was no one present that wished to give public comment.

6. Consent Agenda

Motion by Trustee Doherty, **second** by Trustee Whelan, to Approve the Consent Agenda
Roll Call Vote:

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

No: None **Abstain:** None **Motion carried.**

6.a. Approval of March 13, 2020 Meeting Minutes

6.b. **Resolution 20-54:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DEVELOPMENT AGREEMENT WITH BAREFOOT LLC PERTAINING TO THE CONSTRUCTION AND INSTALLATION OF PUBLIC ROADWAY IMPROVEMENTS; ACCEPTING A GRANT OF A SLOPE AND DRAINAGE EASEMENT FROM MARK W. AND DEBORAH SCHELL AND APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MARK W. AND DEBORAH M. SCHELL FOR SUCH EASEMENT; AUTHORIZING A LICENSE AGREEMENT WITH ST. VRAIN METROPOLITAN DISTRICT AND BAREFOOT LLC TO USE A PORTION OF TOWN RIGHT-OF-WAY FOR OPERATION AND MAINTENANCE OF SIGNAGE, LANDSCAPING AND IRRIGATION IMPROVEMENTS

- 6.c. 2020 Water Leasing Memo
- 6.d. **Resolution 20-60:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CHANGE ORDER TO THE DESIGN SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HALCYON DESIGN, LLC, FOR THE PUBLIC WORKS FACILITY EXPANSION AND REMODEL PROJECT
- 6.e. **Resolution 20-61:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, TO SUBMIT “STATEMENT OF INTENT TO PARTICIPATE” AS A PARTICIPATING JURISDICTION IN WELD COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN (HMP)

7. Land Development

- 7.a. **PUBLIC HEARING: Resolution 20-55:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED AT LOT 7, FIRESTONE CROSSING FILING NO. 1

Mayor Sindelar opened the Public Hearing for the Resolution 20-55 at 7:15 pm.

Matt Thompson, Senior Planner, presented to the Board of Trustees.

Representative of the applicant, Ricky Morton of 140 Saddleback Avenue, Firestone, Colorado, presented to the Board of Trustees.

Arik McGathey of 6245 Oak Meadows Blvd, Firestone, Colorado, gave public comment in support of Resolution 20-55 and reported that his family lives in Firestone because of Carbon Valley Lutheran Church.

Scott Morton of 10471 Bountiful Street, Firestone, Colorado, gave public comment in support of Resolution 20-55 and outlined how Carbon Valley Lutheran Church supports the community.

Arlys Carlson of 5205 Sandy Ridge Avenue, Firestone, Colorado, gave public comment in support of Resolution 20-55 and reported that the community would benefit from Carbon Valley Lutheran Church.

Tim Spiegelberg, the Carbon Valley Lutheran Church Pastor, responded to Board questions regarding parking, use of artificial turf, impacts to traffic, and the timeline on construction.

Matt Thompson, Senior Planner, responded to Board questions regarding the nearby capped well and the possibility of it interfering with an expansion of the parking lot, and traffic impacts.

Mayor Sindelar closed the public comment portion of the Public Hearing for

the Resolution 20-55 at 7:45 pm.

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, to approve **Resolution 20-55**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED AT LOT 7, FIRESTONE CROSSING FILING NO. 1

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

No: None **Abstain:** None **Motion carried.**

- b. **Ordinance 972**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO REPEALING TITLES 16 AND 17 OF THE FIRESTONE MUNICIPAL CODE AND THE FIRESTONE DEVELOPMENT REGULATIONS IN THEIR ENTIRETY AND REENACTING TITLE 16 OF THE FIRESTONE MUNICIPAL CODE ADOPTING AND ESTABLISHING THE FIRESTONE DEVELOPMENT CODE AS THE OFFICIAL ZONING CODE FOR THE TOWN OF FIRESTONE

Motion by Trustee Conyac, **second** by Trustee Sharp, to approve **Ordinance 972**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO REPEALING TITLES 16 AND 17 OF THE FIRESTONE MUNICIPAL CODE AND THE FIRESTONE DEVELOPMENT REGULATIONS IN THEIR ENTIRETY AND REENACTING TITLE 16 OF THE FIRESTONE MUNICIPAL CODE ADOPTING AND ESTABLISHING THE FIRESTONE DEVELOPMENT CODE AS THE OFFICIAL ZONING CODE FOR THE TOWN OF FIRESTONE

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

No: None **Abstain:** None **Motion carried.**

8. Discussion/Action

- 8.e. **Ordinance 973**: AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF FIRESTONE, COLORADO, WATER ENTERPRISE REVENUE BONDS, SERIES 2020; PROVIDING FOR THE SOURCE OF PAYMENT OF SUCH BONDS, AND PROVIDING OTHER DETAILS CONCERNING THE BONDS AND THE TOWN'S WATER SYSTEM; AND DECLARING AN EMERGENCY

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to approve **Ordinance 973**: AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF FIRESTONE, COLORADO, WATER ENTERPRISE REVENUE BONDS, SERIES 2020; PROVIDING FOR THE SOURCE OF PAYMENT OF SUCH BONDS, AND PROVIDING OTHER DETAILS CONCERNING THE BONDS AND THE TOWN'S WATER SYSTEM; AND DECLARING AN EMERGENCY

Yes: Trustee Sharp, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Conyac, Trustee Whelan, Trustee Doherty
No: None **Abstain:** None **Motion carried.**

- 8.a. **Resolution 20-56:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING PART 2A (SITE AND CONCRETE WORK) OF THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES, INC.'S ST. VRAIN WATER TREATMENT PLANT PROJECT AGREEMENT

Motion by Trustee Whelan, **second** by Trustee Conyac, to approve **Resolution 20-56:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING PART 2A (SITE AND CONCRETE WORK) OF THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES, INC.'S ST. VRAIN WATER TREATMENT PLANT PROJECT AGREEMENT

Yes: Trustee Sharp, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Conyac, Trustee Whelan, Trustee Doherty
No: None **Abstain:** None **Motion carried.**

- 8.b. **Resolution 20-57:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FIRST AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLUMMER ASSOCIATES, INC.

Motion by Trustee Doherty, **second** by Trustee Sharp, to approve **Resolution 20-57:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FIRST AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PLUMMER ASSOCIATES, INC.

Yes: Trustee Sharp, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Conyac, Trustee Whelan, Trustee Doherty
No: None **Abstain:** None **Motion carried.**

- 8.c. **Resolution 20-58:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HYDRO RESOURCES-ROCKY MOUNTAIN, INC., FOR DRILLING SERVICES REGARDING THE ST. VRAIN WATER TREATMENT PLANT PROJECT'S GOULD VERTICAL WELLS

Motion by Trustee Conyac, **second** by Trustee Whelan, to approve **Resolution 20-58:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT

BETWEEN THE TOWN OF FIRESTONE AND HYDRO RESOURCES-ROCKY MOUNTAIN, INC., FOR DRILLING SERVICES REGARDING THE ST. VRAIN WATER TREATMENT PLANT PROJECT'S GOULD VERTICAL WELLS

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

No: None **Abstain:** None **Motion carried.**

- 8.d. **Resolution 20-59:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LAYNE CHRISTENSEN COMPANY FOR INSTALLATION OF THE PUMP STATIONS FOR THE ST. VRAIN WATER TREATMENT PLANT PROJECT'S GOULD VERTICAL WELLS

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Sharp, to approve **Resolution 20-59:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LAYNE CHRISTENSEN COMPANY FOR INSTALLATION OF THE PUMP STATIONS FOR THE ST. VRAIN WATER TREATMENT PLANT PROJECT'S GOULD VERTICAL WELLS

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

No: None **Abstain:** None **Motion carried.**

- 8.f. Board Representatives for Organizations

Colorado Municipal League

Trustee Meiring nominated Trustee Meiring as the Colorado Municipal League Representative.

Mayor Pro Tem Jimenez nominated Trustee Conyac as Alternate to the Colorado Municipal League Representative. Trustee Conyac declined due to obligations.

Trustee Doherty nominated Trustee Doherty as the Alternate to the Colorado Municipal League Representative.

Motion by Trustee Meiring, **second** by Trustee Doherty, to Appoint Trustee Meiring as CML Board Representative and Trustee Doherty as Alternate CML Board Representative, All in Favor, **Motion carried.**

Carbon Valley Parks & Recreation District Committee

Mayor Pro Tem Jimenez nominated Mayor Pro Tem Jimenez as Board Representative to the Carbon Valley Parks & Recreation District Committee.

All in Favor of appointing Mayor Pro Tem Jimenez as Board Representative to the Carbon Valley Parks & Recreation District Committee, **Motion carried.**

Trustee Conyac nominated Trustee Conyac as Alternate to the Carbon Valley Parks & Recreation District Committee.

All in Favor of appointing Trustee Conyac as Alternate to the Carbon Valley Parks & Recreation District Committee, **Motion carried.**

DRCOG

Trustee Conyac nominated Trustee Conyac as Board Representative to DRCOG.

Trustee Whelan nominated Trustee Whelan as Alternate to DRCOG.

All in Favor of appointing Trustee Conyac as Board Representative and Trustee Whelan as Alternate to DRCOG, **Motion carried.**

I-25 Coalition

Trustee Conyac nominated Trustee Conyac as Board Representative to the I-25 Coalition.

Trustee Whelan nominated Trustee Whelan as Alternate to the I-25 Coalition.

All in Favor of appointing Trustee Conyac as Board Representative and Trustee Whelan as Alternate to the I-25 Coalition, **Motion carried.**

NATA

Mayor Sindelar nominated Mayor Sindelar as Board Representative to NATA.

Mayor Sindelar nominated Engineering Town Staff as Alternate to NATA.

All in Favor of appointing Mayor Sindelar as Board Representative and Engineering Town Staff as Alternate to NATA, **Motion carried.**

Legislative Lobbyist Liaison

Trustee Meiring nominated Trustee Meiring as the Legislative Lobbyist Liaison.

Trustee Doherty nominated Trustee Doherty as Alternate Legislative Lobbyist Liaison.

All in Favor of appointing Trustee Meiring as Board Representative and

Trustee Doherty as Alternate Legislative Lobbyist Liaison, **Motion carried.**

Senior Carbon Valley Parks & Recreation District Committee

Mayor Sindelar nominated Trustee Sharp as Board Representative to the Senior Carbon Valley Parks & Recreation District Committee.

Trustee Conyac nominated Mayor Pro Tem Jimenez as Alternate to the Senior Carbon Valley Parks & Recreation District Committee.

All in Favor of appointing Trustee Sharp as Board Representative and Mayor Pro Tem Jimenez as Alternate to the Senior Carbon Valley Parks & Recreation District Committee, **Motion carried.**

Frederick-Firestone Fire Protection District Strategic Planning Committee

Trustee Sharp nominated Trustee Sharp as Board Representative to the Frederick-Firestone Fire Protection District Strategic Planning Committee.

Trustee Conyac nominated Trustee Conyac as Alternate to the Frederick-Firestone Fire Protection District Strategic Planning Committee.

All in Favor of appointing Trustee Sharp as Board Representative and Trustee Conyac as Alternate to the Frederick-Firestone Fire Protection District Strategic Planning Committee, **Motion carried.**

8.g. Discussion of Boards & Commissions Quorum

The Board reached a consensus to schedule the topic of Cultural Committee and PTRAB to the June 17, 2020 Board Work Session. The Board directed the Town Clerk to research the formation documents of both the Cultural Committee and PTRAB, and to provide those documents to the Board and each respective board and commission members for feedback.

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

There was no one present that wished to give public comment.

10. Reports

10.a. Staff

Chief Montgomery summarized the April 2020 Chief's Report.

AJ Krieger, Town Manager, reported on an upcoming meeting regarding the Neighbor's Point Park concept plan with Design Concepts on June 9th.

Todd Bjerkaas, Director of Planning, reported on the temporary modifications

that would be coming before the Board.

10.a.i. April 2020 Monthly Board Report

10.b. Mayor

Mayor Sindelar reported that she had a nomination for the Mayor's Award and would announce the nomination at an upcoming meeting. Mayor Sindelar requested that the Town Clerk order the award.

10.c. Trustees

Mayor Pro Tem Jimenez requested a tour of the Gould property at 6:00 pm on Wednesday, June 17, 2020.

Trustee Meiring reported that the state legislative session is back. Trustee Meiring inquired on steps taken to ensure meeting in person is socially distanced and what measures are being taken to enable in-person meetings.

Trustee Conyac announced he would be liaison to the Town Clerk. The Board reached a consensus in support of Trustee Conyac as the liaison to the Town Clerk.

Trustee Sharp reported that the State House honored George and Betty Heath.

11. Adjournment

Motion by Trustee Conyac, **second** by Mayor Pro Tem Jimenez, to Adjourn at 10:42 pm, All in Favor, **Motion carried.**

Introduced and Approved the 10th of June, 2020.

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: June 10, 2020

Initiated By: Matt Wiederspahn

Dept: Engineering - Town

AGENDA TITLE

Resolution 20-63: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DEVELOPMENT AGREEMENT WITH SECOND ROYALTY LLC PERTAINING TO THE CONSTRUCTION AND INSTALLATION OF PUBLIC ROADWAY IMPROVEMENTS

SUMMARY

The St. Acacius development is located on the southwest corner of WCR 9.5 and Ronald Reagan Boulevard and is wholly located within the Town of Mead. As part of the development, they are required to construct and widen the west half of WCR 9.5 between Ronald Reagan Boulevard and just north of Barefoot Lakes Parkway. These improvements will match the roadway improvements already constructed by Barefoot Lakes on the east side.

As part of a past settlement agreement between Firestone and the Town of Mead, Mead has retained ownership of the west half of the WCR 9.5 right-of-way, but the Town of Firestone has operational and maintenance responsibility for the entire right-of-way width. As such, the developer of St. Acacius, Second Royalty, LLC, will need to enter into a Development Agreement with Firestone setting the requirements and guidelines for constructing the public improvements as well as posting a surety for the costs of the improvements.

In an effort to resolve this unusual right-of-way issue, Town staff is also working with Mead staff to have the Town of Mead disconnect the west half of the right-of-way and deed it to Firestone. At that point, Firestone will annex the right-of-way and will take full ownership of WCR 9.5 in addition to the operational and maintenance responsibilities.

Staff has reviewed their construction plans and are ready to approve the plans pending execution of this Development Agreement.

HISTORY AND PREVIOUS BOARD ACTION

N/A

RECOMMENDATION

Staff recommends approval of Resolution 20-63

ALTERNATIVES

N/A

ATTACHMENTS

1. Resolution 20-63
2. St. Acacius DA

FINANCIAL CONSIDERATIONS

N/A

RESOLUTION NO. 20-63

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A DEVELOPMENT
AGREEMENT WITH SECOND ROYALTY LLC PERTAINING TO THE
CONSTRUCTION AND INSTALLATION OF PUBLIC ROADWAY
IMPROVEMENTS**

WHEREAS, Second Royalty LLC (“Owner”) is the developer of a subdivision to be known as “St. Acacius Subdivision – Replat No. 1” in the Town of Mead, Colorado; and

WHEREAS, the Owner is required to construct improvements in public right-of-way under the jurisdiction of the Town of Firestone (“Town”); and

WHEREAS, a Final Utility Plan (“FUP”) titled St. Acacius Subdivision Construction Documents, was prepared by Atwell LLC and approved by the Town; and

WHEREAS, the development regulations of the Town require that the Owner enter into a Development Agreement (“Agreement”) with the Town relative to improvements (“Public Improvements”) related to the FUP.

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

Section 1. The Development Agreement between the Town of Firestone and Second Royalty LLC is hereby approved in substantially the same form as the copy attached hereto as Exhibit A, and the Mayor is authorized to execute the agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

DEVELOPMENT AGREEMENT
[St Acacius Subdivision Replat No 1 – Road 9.5]

THIS AGREEMENT is made and entered into this _____ day of _____, 2020, by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation whose address is 151 Grant Avenue, Firestone, CO 80520 (“Town”) **SECOND ROYALTY LLC**, a Colorado limited liability company, whose address is c/o Laramie Dawson, 126 E. 56th Street, 10th Floor, New York, New York 10022 (“Owner”).

WHEREAS, the Owner is the developer of a subdivision to be known as “St. Acacius Subdivision – Replat No. 1” in the Town of Mead, Colorado; and

WHEREAS, the Owner is required to construct improvements in public right-of-way under the jurisdiction of the Town; and

WHEREAS, a Final Utility Plan (“FUP”) titled **St. Acacius Subdivision Construction Documents**, prepared by Atwell LLC and approved by the Town, a copy of a portion of which FUP is attached hereto by reference only as Exhibit A, and which FUP will require construction of the public improvements set forth herein; and

WHEREAS, the development regulations of the Town require that the Owner enter into a Development Agreement (“Agreement”) with the Town relative to improvements (“Public Improvements”) related to the FUP.

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

1. Owner Obligation. The Owner shall be responsible for performance of the covenants set forth herein.

2. Construction Deadline; Warranty; Acceptance of Public Improvements. (a) Owner shall at its sole expense construct and install, on or before October 1, 2021, all roadway and related improvements required by the approved FUP. All Public Improvements identified in Exhibit A and Exhibit B shall be completed by such date and in full conformance with the FUP and with all other applicable drawings, plans and specifications approved in writing by the Town, and with all applicable ordinances, rules and regulations of the Town.

(b) No later than fourteen (14) days after the Public Improvements are completed, Owner shall request inspection of the same by the Town. If Owner does not request this inspection within fourteen (14) days of completion of improvements, the Town may conduct the inspection without the approval of Owner. Owner shall provide “as-built” drawings, in both hard copy and electronic file format acceptable to the Town, and a certified statement of construction costs. If Owner has not

completed the Public Improvements on or before the completion date set forth in subsection (a), the Town may exercise its rights to secure performance as provided in Section 4 of this Agreement. If Public Improvements completed by Owner and as-built drawings provided by the Owner are satisfactory, the Town shall grant Conditional Acceptance, which shall be subject to Final Acceptance as set forth in subsection (d). If the Public Improvements completed by Owner are unsatisfactory, the Town shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Conditional Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, unless delayed by weather or other Force Majeure event, as defined below. After Owner completes the repairs, replacements, construction, or other work required, Owner shall request the Town re-inspect the work to determine if Conditional Acceptance can be granted, and the Town shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, construction or other work required within thirty (30) days of said notice, subject to delays as provided above, the Town may exercise its rights to secure performance as provided in Section 4 of this Agreement. The Town reserves the right to schedule re-inspections, depending upon scope of deficiencies.

(c) Until such time as the Town grants Final Acceptance, Owner shall warrant all Public Improvements for defects in materials and workmanship and, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements which, in the reasonable opinion of the Town, shall become necessary. If within thirty (30) days after Owner's receipt of written notice from the Town requesting such repairs or replacements, the Owner has not completed such repairs, the Town may exercise its rights to secure performance as provided in Section 4 of this Agreement.

(d) At least thirty (30) days before two (2) years has elapsed from the issuance of Conditional Acceptance of the Public Improvements, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection. The Town shall inspect the improvements and shall notify the Owner in writing of all deficiencies and necessary repairs, if any. If there are no deficiencies, or after Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town shall grant written Final Acceptance. If Owner does not correct all deficiencies and make repairs identified in said inspection to the Town's satisfaction within thirty (30) days after receipt of said notice, weather permitting, the Town may exercise its rights to secure performance as is provided in Section 4 of this Agreement.

3. Financing and Improvement Guarantees. (a) Except as otherwise specially agreed herein, the Owner agrees to install and pay for all Public Improvements described in Exhibit B or otherwise required by this Agreement as shown on the approved FUP attached hereto by reference only as Exhibit A. Said Improvement Guarantee shall include, but not be limited to, street construction, utility relocation, landscaping, storm sewer and drainage improvements.

(b) Prior to commencing construction of the Public Improvements, Owner shall submit to the

Town the following Improvement Guarantees for all Public Improvements:

(1) Owner shall provide a letter of credit in form and substance as shown in Exhibit C as the Improvement Guarantee in an amount equal to one hundred percent (100%) of the total estimated cost, including labor and materials, to secure the performance of the installation of Public Improvements the amount shown in Exhibit B;

(c) The term of the Improvement Guarantee provided by Owner shall be for a period of time sufficient to cover the completion of construction of the associated Public Improvements and, except as set forth in subsection (d) below, shall not be released until Final Acceptance of the associated Public Improvements has been granted by the Town. The Improvement Guarantee set forth in subsection (b)(1) above shall be released upon Final Acceptance of the Public Improvements by the Town. If the Owner provides a letter of credit, the letter of credit shall not expire during the winter season (November 1 – March 1).

(d) At the time of Conditional Acceptance of the Public Improvements, the Town shall reduce the amount of the Improvement Guarantee set forth in subsection (b)(1) above to fifteen percent (15%) of the certified statement of construction costs for the Public Improvements.

(e) The remaining Improvement Guarantees set forth in subsection (b)(1) above shall be released upon Final Acceptance of the Public Improvements by the Town, provided no mechanics' liens have been filed with respect to the Public Improvements and the Owner is not otherwise in breach of this Agreement. If any mechanics' liens have been filed with respect to the Public Improvements, the Town may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have improvements finally accepted within two (2) years of the date of the issuance of Conditional Acceptance or any improvements are found not to conform to this Agreement, or to applicable Town standards and specifications, then Owner shall be in default of the Agreement and the Town may exercise its rights under Section 4 of this Agreement.

(f) In addition to any other remedies it may have, the Town may, at any time prior to Final Acceptance, draw on any Improvement Guarantee issued or provided pursuant to this Agreement if Owner fails to extend or replace any such Improvement Guarantee at least thirty (30) days prior to expiration of such Improvement Guarantee. If the Town draws on the guarantee to correct deficiencies and complete improvements, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after said final acceptance. In the event that the Improvement Guarantee expires or the entity issuing the Improvement Guarantee becomes non-qualifying, or the cost of improvements and construction for a phase is reasonably determined by the Town to be greater than the amount of the security provided for such phase, then the Town shall furnish written notice to the Owner of the condition, along with supporting documentation, and within thirty (30) days of receipt of such notice the Owner shall provide the Town with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance with the requirements of this

Section 3. If such an Improvement Guarantee is not submitted or maintained, then Owner is in default of this Agreement and is subject to the provisions of Section 4 of this Agreement.

4. Breach of Agreement. In the event that the Owner should fail to timely comply with any of the terms, conditions, covenants and undertakings of the Agreement, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach of the Owner by the Town, unless the Town in writing and in its sole discretion designates a longer cure period, then the Town may exercise any one or more of the following rights and remedies: (a) immediately upon the expiration of such cure period draw upon the Guarantee, which may be used by the Town to complete or cause to be completed any or all of the Public Improvements at Owner's expense; (b) restrict or withhold the issuance of any building permits, COs or other approvals or permits; (c) if the Town so chooses, complete the required Public Improvements with funds other than the Guarantee, in which event Owner shall reimburse the Town within thirty (30) days after receipt of written demand and supporting documentation from the Town; or (d) pursue any other remedy at law or in equity that may be appropriate under municipal, state or federal law, including but not limited to an action for specific performance. All notices by the Town to the Owner will specify the conditions of default. All costs incurred by the Town, including, but not limited to, administrative costs, court costs and reasonable attorney fees, in pursuit of any remedies due to the breach by the Owner shall be the responsibility of the Owner. The Town may deduct these costs from the Guarantee. All of the foregoing rights and remedies of the Town shall be cumulative, and the Town may exercise any one or all of such rights and remedies without prejudice to any other right or remedy available to the Town. No act, event or omission will be a breach hereunder if the Owner's failure to perform is caused by Force Majeure or by any act, omission or default by the other Party. As used herein, "Force Majeure" shall mean delays of Owner in performing hereunder which are caused by or related to governmental moratoria or similar development restrictions processing delays, strikes, work shortages, acts of God or any other matter beyond Owner's control. In the event of any Force Majeure event, the date on which Owner was otherwise obligated to perform shall be deemed automatically extended for a like number of days as the duration of the Force Majeure event.

5. Testing and Inspection. (a) Owner shall employ, at its own expense, a licensed and registered testing company, previously approved by the Town in writing, to perform all testing of materials or construction that may reasonably be required by the Town, including but not limited to compaction testing for embankment fills, structural backfills, pipe bedding, trench backfills, subgrades, road base course and asphalt, and concrete strength testing, and shall furnish copies of test results to the Town on a timely basis for Town review and approval prior to commencement or continuation of construction to which the testing is applicable. In addition, at all times during said construction the Town shall have access to inspect the materials and workmanship of said construction, determine the progress of the work, and determine compliance of the work with the approved plans and the Town's construction regulations, and all materials and work not conforming to such regulations, plans and specifications shall be repaired or removed and replaced at Owner's expense so as to conform to such regulations, plans and specifications. Until Final Acceptance, the

Owner shall be responsible for, and shall promptly pay upon receipt of invoice therefor, all actual costs incurred by the Town for engineering, planning, inspection, testing, and legal services related to the Public Improvements to be constructed under this Agreement or to the administration of this Agreement.

(b) All work shown on the approved FUP shall be subject to inspection by the Town. Inspection by the Town shall not relieve the Owner from compliance with the approved plans and specifications or the Town's construction regulations. Inspection services requiring the presence of Town staff are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of forty-eight (48) hours in advance with the Town. Requests for inspection services beyond the hours listed above, shall be submitted in writing a minimum of forty-eight (48) hours in advance to the Town for approval. If the request is denied, the work shall not proceed after the time requested until an inspection has been performed during the hours listed above. The Owner shall comply with all notification and inspection requirements of the sanitation district serving the property with regard to sanitary sewer and storm drainage improvements.

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

7. Binding Effect of Agreement. This Agreement shall run with the Property and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

8. Assignment, Delegation and Notice. Owner shall provide to the Town for approval written notice of any proposed transfer of the Property to any successor, as well as arrangements, if any, for assignment or delegation of the obligations hereunder. Owner and successor shall, until written Town approval of the proposed transfer of title and assignment or delegation of obligations, be jointly and severally liable for the obligations of Owner under this Agreement.

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

10. Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, sent by a nationally recognized overnight delivery service, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

TOWN:

OWNER:

Town of Firestone
Town Clerk
151 Grant Avenue
P.O. Box 100
Firestone, CO 80520

Second Royalty LLC
Attn: Glen R. Smith, VP
1805 S. Bellaire Street, Suite 110
Denver, CO 80222

With a required copy to:

Williamson & Hayashi, LLC
Attn: William Hayashi
1650 38th Street, Suite 103 West
Boulder, CO 80301

Spencer Fane
Attn: James Kurtz-Phelan
1700 Lincoln Street, Suite 2000
Denver, CO 80203

Second Royalty LLC
c/o Laramie Dawson
126 E. 56th Street, 10th Floor
New York, New York 10022

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

11. Title and Authority. Owner warrants to the Town that it is the record owner of the Property, and that he has full power and authority to enter into this Agreement.

12. Applicable Law; Venue; Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. Venue for any action related to this Agreement shall be in the district courts of Weld County. In the event that upon request of Owner or any agent thereof, any provision of the Agreement is held to be violative of the municipal, state, or federal laws and hereby rendered unenforceable, the Town, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

13. Indemnity. Owner agrees to indemnify and hold harmless the Town and its officers, agents, and employees from and against all liability, claims, damages, losses, and expenses, including but not limited to, attorney fees arising out of, resulting from, or in any way connected with this Agreement or the right and obligations of the Owner hereunder.

14. Non-Liability. Owner acknowledges that the Town's review and approval of any plans for the Public Improvements is done in furtherance of the general public health, safety and welfare and that no specific relationship with, or duty of care to the Owner or third parties is assumed by such review approval, or immunity waived, as is more specifically set forth in the Colorado Governmental Immunity Act.

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

16. Agreement Status After Completion. Upon completion of the Public Improvements and inspection approval thereof by the Town, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall no longer be in effect.

17. Ownership of Public Improvements. Subject to this Agreement and to any provisions of this Agreement relating to Conditional or Final Acceptance of the Public Improvements stated herein, Owner shall convey to the Town all of the Public Improvements at the time of Conditional Acceptance, free and clear of all liens, encumbrances and restrictions, by bill of sale or other proposed document of conveyance. All improvements made upon Town property or Town rights-of-way or Town easements shall, after conditional acceptance by the Town, be and remain the sole and exclusive property of the Town, free and clear from any and all claims by the Owner or others.

18. Legal Expenses. In the event that it is necessary to initiate legal proceedings to enforce the provisions of this Agreement, the non-prevailing party shall be responsible for all reasonable legal expenses and costs incurred by the prevailing party.

19. Third Party Beneficiaries. This Agreement will not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties will have any right of action hereunder for any cause whatsoever.

[SIGNATURE PAGE FOLLOWS]

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

TOWN:
TOWN OF FIRESTONE, COLORADO

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

OWNER:
SECOND ROYALTY, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ and _____ as _____ of Second Royalty, LLC.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBIT A

By reference

**Sheets ____ thru ____, ____ thru ____, and ____ thru ____
Of the “St. Acacius Subdivision Construction Documents” prepared by Atwell LLC dated
_____, 2020, stamped by Jeff French, PE and approved by the Town of Mead Town
Engineer on _____, 2020.**

EXHIBIT B
Engineers Estimate of the Cost of Public Improvements



Project: St. Acacius Subdivision
Park Land Company

Prepared By: MLH Date: Thursday, March 5, 2020

Job Number: 13.110 Client:

St. Acacius Metropolitan District Firestone Phase I SIA

Item	Qty	Unit	Unit Cost	Item Cost	Description
County Road 9 1/2 (Half Section)	2.625	LF	\$297.00	\$779,625.00	Minor Arterial 2 Lane - Includes roadway, curb & gutter and sidewalks
Sanitary Sewer Connection	1	EA	\$1,500.00	\$1,500.00	Minor Arterial 2 Lane - Includes roadway, curb & gutter and sidewalks
Roadway Total				\$779,625.00	
Total					

St. Acacius Metropolitan District TOTAL: \$779,625.00

EXHIBIT C

**IRREVOCABLE LETTER OF CREDIT
Required Form**

[date of Letter of Credit - the date the credit is opened]

Town of Firestone, CO
151 Grant Avenue
P.O. Box 100
Firestone, CO 80520

Attn: Town Clerk:

We hereby issue our Irrevocable Letter of Credit Number in your favor for the account of _____, in an amount not to exceed _____ effective immediately and expiring at our counters on (except November 1 - March 1) or any extended expiration date as indicated below.

Funds under this Letter of Credit are available for payment by sight, by presentation of your sight draft(s) substantially in the form of Exhibit "A" accompanied by your written certificate substantially in the form of Exhibit "B".

Partial and multiple drawings are permitted.

This Letter of Credit will automatically be extended for a period of one (1) year from the present or any future expiration date unless we notify you in writing by certified mail ninety (90) days prior to any expiration date that we elect not to renew this Letter of Credit for any additional period.

We hereby engage with you that all drawings in conformity with terms and conditions of the Letter of Credit will be duly honored upon presentation to our counters on or before any expiration date as indicated above.

All bank charges, including any advising bank charges, are to be charged to (account party's name).

If a demand for payment by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, the bank shall give the Town written notice, and send copy of this notice by FAX to the Town of Firestone (Attn: Town Clerk) to (720) 476-4232, within three business days of presentment of any nonconforming draft that the purported negotiation was not effective in accordance with the terms and conditions of the Letter of Credit, stating with particularity the reasons therefore. The bank will hold all documents at the bank for the Town, or send them to the Town, at

the Town's option. Any such nonconforming demand may be corrected and resubmitted within three (3) business days of receipt of the bank's mailed notice of nonconformity. A resubmittal will be deemed to have been presented to the bank on the date of the original demand for payment.

We are a current member of (FDIC) (FSLIC).

This credit is subject to the Uniform Customs and Practice for Documentary Credits, 2007 revision, ICC publication number 600.

This Irrevocable Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which the Irrevocable Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

Sincerely,

(Bank)

EXHIBIT A TO LETTER OF CREDIT
DRAFT FOR PAYMENT DRAWN UNDER

IRREVOCABLE LETTER OF CREDIT NO. _____

DATE: _____, 20 ____.

PAY TO: The account of the Town of Firestone, Colorado, Account

No. _____, at _____,

Colorado, THE SUM OF _____ DOLLARS

(\$ _____ . _____).

TOWN OF FIRESTONE, COLORADO

By: _____
Town Clerk

EXHIBIT B TO LETTER OF CREDIT

To: _____

CERTIFICATE FOR PAYMENT

The undersigned, a duly appointed officer of the Town of Firestone, Colorado (the "Town"), hereby certifies to _____ (the "Bank"), with reference to the Bank's Irrevocable Letter of Credit No. _____ (the "Letter of Credit"), issued by the Bank in favor of the Town, that:

- (1) The undersigned is the Town Clerk for the Town.
- (2) The Town is authorized to make a drawing under the Letter of Credit.
- (3) The amount which is due and payable from the Letter of Credit is \$_____, and the amount of the sight draft accompanying this certificate does not exceed such amount.

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate as of the _____ day of _____, 20__.

TOWN OF FIRESTONE, COLORADO

By: _____
Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a

Presentation

Meeting Date: June 10, 2020

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Broadband Assessment and Feasibility Study Update

SUMMARY

Consultants Fred Diehl (Fred Diehl Consulting) and Lori Sherwood (Vantage Point Solutions) will provide the Board with a status update on the Town of Firestone's Broadband Assessment and Feasibility Study which was launched this past February as part of the Town's Broadband Initiative.

The update will include a high-level overview of the project, the initial finding of the study milestones, including the residential needs assessment, stakeholder engagement, strategic planning workshop, and the survey results.

This update is being provided in advance of the Broadband Assessment and Feasibility Study Final Report and Recommendations which will be presented to the Board in the coming weeks.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.a

Discussion/Action

Meeting Date: June 10, 2020

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

Resolution 20-62: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SUPPLEMENTAL APPROPRIATION TO THE TOWN OF FIRESTONES 2019 BUDGET

SUMMARY

Each fiscal year, the revenue received from the .6% sales tax is transferred out of the Sales and Use Tax - Police Capital Improvement Fund and into the General Fund to cover the expenditures incurred for the construction of the Police Facility. In 2019, the Town budgeted a transfer out of \$9,065,900; actual expenditures incurred for the construction of the Police Facility were \$11,686,201, therefore this proposed budget amendment is to increase the amount budgeted for the transfer out of the Sales and Use Tax - Police Capital Improvement Fund.

HISTORY AND PREVIOUS BOARD ACTION

The 2019 Budget was adopted by the Board of Trustees on December 12, 2018.

RECOMMENDATION

Staff recommends approval of Resolution 20-62

ALTERNATIVES

ATTACHMENTS

1. Reso 20-62 2019 Budget Amendment (1)

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 20-62

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SUPPLEMENTAL APPROPRIATION TO THE TOWN OF FIRESTONES 2019 BUDGET.

WHEREAS, on December 12, 2018 the Board of Trustees of the Town of Firestone (“Town”) adopted the Towns’ 2019 budget (“Budget”); and

WHEREAS, the Budget allocated \$9,065,900 from the Sales and Use Tax – Police Capital Improvement Fund to the General Fund for construction of the Police Department and Municipal Court Facility (“Project”); and

WHEREAS, the Project’s 2019 construction costs exceeded the allocated amount so it is necessary to transfer an additional \$2,650,000 from the Sales and Use Tax – Police Capital Improvement Fund to the 2019 General Fund ; and

WHEREAS, to ensure that the Budget is balanced it is necessary to amend the total appropriated amount to include the \$2,065,000 transferred to the General Fund.

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

That the appropriation for the Town of Firestone’s 2019 Budget is increased by \$2,650,000 to reflect the additional funds transferred from the Sales and Use Tax – Police Capital Improvement Fund to the 2019 General Fund.

INTRODUCED, READ, and ADOPTED this 10th day of June, 2020.

TOWN OF FIRESTONE

Bobbie Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, Town Clerk

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.b

Discussion/Action

Meeting Date: June 10, 2020

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Resolution 20-64: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TOWN MANAGER'S ISSUANCE OF A TEMPORARY ADMINISTRATIVE ORDER REGARDING THE SUSPENSION OF CERTAIN LAND USE AND LICENSING REQUIREMENTS TO FACILITATE THE OPERATION OF OUTDOOR BUSINESS ACTIVITIES

SUMMARY

Resolution No. 20-64 would approve the Town Manager's issuance of a temporary administrative order suspending certain land use and licensing requirements. The temporary administrative order is intended to facilitate the operation of outdoor business activities to increase social distancing while still allowing businesses to be productive and economically sustainable.

HISTORY AND PREVIOUS BOARD ACTION

On March 18, 2020, the Town Manager signed a local Declaration of disaster. On March 25, 2020, the Board of Trustees continued the local Declaration of disaster. On May 25, 2020, the Executive Order issued by Governor Polis encouraged restaurants to have outdoor dine-in service and indoor service subject to restrictions such as social distancing, facial covering, employee protection measures, and occupancy limits.

RECOMMENDATION

Approval of Resolution 20-64.

ALTERNATIVES

Provide further direction to Town staff.

ATTACHMENTS

1. 20-64 Approve Town Manager Temp Sus Land Use Regs
2. Town Manager Order COVID outdoor business

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 20-64

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TOWN MANAGER' S ISSUANCE OF A TEMPORARY ADMINISTRATIVE ORDER REGARDING THE SUSPENSION OF CERTAIN LAND USE AND LICENSING REQUIREMENTS TO FACILITATE THE OPERATION OF OUTDOOR BUSINESS ACTIVITIES

WHEREAS, upon its continuance of the local Declaration of disaster issued by the Town Manager on March 18, 2020, the Board of Trustees directed the Town Manager to as appropriate and necessary address the local disaster and its impact related to the protection of the public health, safety and welfare; and

WHEREAS, since March 25, 2020, Governor Polis has issued a series of Executive Orders concurrent with Public Health Orders issued by the Colorado Department of Public Health and Environment ("CDPHE") implementing and now lessening restrictions to address the impacts of COVID-19; and

WHEREAS on May 25, 2020, Governor Polis by Executive Order in conjunction with guidance provided by a Public Health Order issued by CDPHE, encouraged restaurants to have outdoor dine in service and indoor service subject to restrictions concerning occupancy, social distancing, facial coverings, means of payment and employee protection measures; and

WHEREAS, during the same period of time, the Colorado Department of Revenue Liquor Enforcement Division issued an Emergency Regulation which permits Hotel and Restaurant and other liquor licensees to temporarily expand their licensed premises to sidewalks, streets and parking lots to increase social distancing while being able to operate a productive and economically sustainable business; and

WHEREAS, to facilitate the operation of outdoor business activities and provide needed flexibility to such businesses, the Town Manager has issued a Temporary Administrative Order suspending certain Town land use and licensing requirements which will benefit both the businesses and the members of the community.

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

In support of the Board of Trustees desire to assist both the business community and the Town's citizens in dealing with the financial and social impacts of COVID 19 it does hereby approve the Town Manager's Disaster Emergency Order No. 1 in substantially the same form as the copy attached hereto and made a part of this resolution.

INTRODUCED, READ AND ADOPTED this 10th day of June, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TOWN MANAGER DISASTER EMERGENCY ORDER NO. 1

TEMPORARY ADMINISTRATIVE ORDER REGARDING THE SUSPENSION OF CERTAIN TOWN LAND USE AND LICENSING REQUIREMENTS TO FACILITATE THE OPERATION OF OUTDOOR BUSINESS ACTIVITIES

WHEREAS, on March 10, 2020, Governor Jared Polis in accordance with the Colorado Disaster Emergency Act (“Act”) C.R.S. § 24-33.5-704 declared a statewide emergency in response to the COVID-19 virus and disease; and

WHEREAS, on March 18, 2020, the Town Manager in accordance with the Act declared a local disaster (“Declaration of Disaster”) which was continued until further notice by the Board of Trustees on March 25, 2020, and which directed the Town Manager to as appropriate and necessary address the local disaster and its impact related to the protection of the public health, safety and welfare; and

WHEREAS, since March 25, 2020, Governor Polis has issued a series of Executive Orders causing to be issued numerous Public Health Orders by the Colorado Department of Public Health and Environment (“CDPHE”) implementing Stay at Home and Safer at Home and Safer at Home and in the Vast Great Outdoors restrictions imposing requirements to slow the spread of COVID-19; and

WHEREAS, the subsequent Orders have progressively lessened the original Order’s restrictions by providing for the opening of more businesses, including personal services and retail operations with requirements concerning social distancing, limitations on the size of public gatherings and health and safety recommendations such as facial coverings remaining in place; and

WHEREAS, Governor Polis’s Executive Order D 2020-079 issued on May 25, 2020, with guidance provided by the CDPHE authorized indoor and outdoor on premise dining subject to restrictions concerning occupancy, social distancing, facial coverings, means of payment and employee protection measures; and

WHEREAS, during this time, the Colorado Department of Revenue Liquor Enforcement Division issued Emergency Regulation 47-302(F) which permits Hotel and Restaurant and other liquor licensees to temporarily expand their licensed premises to sidewalks, streets, and parking lots to increase social distancing while being able to operate a productive and economically sustainable business; and

WHEREAS, the economic impacts of COVID-19 are significant, and undermine the economic well being of many Coloradans, including the Town of Firestone and its local businesses; and

WHEREAS, to facilitate the operation of outdoor business activities and provide needed flexibility to such businesses, the Town of Firestone shall temporarily suspend certain land use and licensing requirements which will benefit both the businesses and members of the community.

THEREFORE, BE IT ORDERED EFFECTIVE JUNE 1, 2020 AS A TEMPORARY DISASTER RELIEF MEASURE BY THE MANAGER OF THE TOWN OF FIRESTONE;

Section 1. The Town Manager as administered by the Director of Planning and Development is authorized to approve temporary use permit and suspend as appropriate certain Town land use regulations, until such time as the Board of Trustees deems otherwise or terminates the Declaration of Local Disaster Emergency:

- (a) The temporary suspension of the Town of Firestone's ("Town") current and as amended temporary use permit and other associated land use regulations for the purpose of facilitating outdoor business operations by granting temporary use permit, is subject to the following parameters:
- (i) submittal of a temporary use permit by an applicant and approval by the Director of Planning and Development which though not requiring payment of a fee shall contain conditions of operation that the Director of Planning and Development determines are necessary to, ensure the safe ingress and egress of pedestrians and vehicular traffic on any rights-of-way or the establishment's premises, and other measures to protect the health, safety, welfare of all persons, particularly the establishment's patrons, employees and neighboring businesses.
 - (ii) approval of a temporary use permit by the Director of Planning and Development shall not, relieve the applicant from compliance with other provisions of the Firestone Municipal Code or as set forth in the Town's current land use regulations or its successor restrictions as may be applicable, including but not limited to building codes, fire codes, business license requirements, zoning, storm water and nuisance regulations or liquor code requirements, and compliance with other provisions of state law as may be applicable;
 - (iii) the Town reserves unto itself all police power it has with respect to regulation of the applicant.

Section 2. The Town Manager authorizes the Town Clerk to administratively approve temporary modifications of premises for liquor license establishments as permitted in accordance with Emergency Regulation 47-302(F) issued by the Department of Revenue's Liquor Enforcement Division.

(i) any modification of premises shall expire concurrent with the end date established by the Liquor Enforcement Division and or upon the State's termination of Emergency Regulation 47-302(F), whichever is later.

(ii) in determining the appropriateness and any conditions regarding a request for a modification of premises the Town Clerk shall consider the factors set forth in Colorado Liquor Rules Regulation 47-302.

Section 3. Police officers and code enforcement officials of the Town's Police Department are hereby authorized and directed to enforce the temporary use permit, approvals and orders made or issued pursuant to this Order.

AJ Krieger, Town Manager

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.c

Discussion/Action

Meeting Date: June 10, 2020

Initiated By:

Dept: Communications & Marketing

AGENDA TITLE

Summer Events Update

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS



1st QUARTER SERVICE REPORT
January 1 – March 31, 2020

Prepared for: **The Town of Firestone**

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**

*Leading Together,
By Serving Together*



**OFFICE OF THE
FIRE CHIEF**

Office: 303.833.2742

Fax: 303.833.3736

E-Mail: jyoung@fffd.us

April 16, 2020

Town of Firestone
151 Grant Ave
Firestone, CO 80520

Mayor Sindelar, Honorable Trustees, and Town Manager Krieger

In compliance with the District's Inter-Governmental Agreement (IGA) with the Town of Firestone, enclosed is the written quarterly service report of our performance during the 1st Quarter of 2020. The report contains three (3) categories; response times, training hours, and community risk reduction activities for the Fire District.

The response time report contains two (2) sections; total average response time and explanations for response times over seven (7) minutes. The average response time required by the IGA is 5.5 minutes 80% of the time. The District responded to a total of 533 emergency incidents between January 1 and March 31, 2020, with an average emergency response time of 4 minutes and 49 seconds. The summary of responses over seven (7) minutes can be found on the *Incident Response Time Overages* report. Please note, it is District policy not to respond emergent to routine incidents such as blood draws, agency assist calls, or other non-emergency and non-life-threatening situations. For a specific explanation of all overages, please see the report.

The training report is divided into two (2) sections as well; fire and rescue training hours and emergency medical training hours. All training conducted by the District is taught according to State of Colorado Division of Fire Prevention & Control standards which in turn encompass International Fire Services Accreditation Council (IFSAC) and National Fire Protection Association (NFPA) standards. All medical training is approved by the District's Medical Director to meet or exceed Denver Metropolitan Medical Care Protocols. For the 1st Quarter of 2020, District employees and reserves participated in 3,600 hours of fire, rescue and emergency medical service training.

The Community Risk Reduction Division completed 186 fire safety inspections during the 1st Quarter of 2020. Additionally, eight (8) Certificates of Occupancies were issued for businesses in the District. Also, there were four (4) fire investigations completed during the 1st Quarter.

Due to the COVID-19 pandemic beginning on March 13, 2020, many non-essential tasks and objectives were put on hold. In addition to the information provided above, other notable projects and activities completed in the 1st Quarter of 2020 included:

➤ **Intergovernmental Relations & Community Outreach**

- Chief Young and Staff continue to attend multiple Weld County meetings through the months of January - March. Which included the Communication Board Meetings, County Workgroups, CAD Workgroup meetings, E911 Board, MAC Group, LEPC and the Weld County Utility Board Commission to include multiple weekly COVID-19 virtual meetings beginning the week of March 16, 2020.
- Weld County Fire Chiefs Association (WCFA) and E-Board met two (2) times over the last quarter. Topics of discussion were FPPA Pension legislations, oil and gas changes in the County to include recent oil prices and how it will affect all of us downstream, revision of our current by-laws and procedures for the twenty-one fire departments/districts in Weld County. Beginning the week of March 16, WCFA has been meeting virtually once a week to discuss planning, strategy, resources and long-term planning of fire and emergency medical service in the County during the COVID-19 event.
- The District has been working with AirLife Denver and RMI Capital Management. The District has renewed the lease for AirLife Denver. Chief Young finally worked through many new details and changes within the lease, AirLife Denver has requested to only complete a one (1) year lease renewal as their service plan is changing in the future. Chief Young will continue ongoing communication with them to manage any transition smoothly.
- Securing Station 5 (Wyndham Hill) property has been a challenge the last few months, however, we did have a couple of breakthroughs in January. We are working with SCL Health and the property they own for the future hospital. We have also met with the Development Corporation for Wyndham Hill again on options or purchasing land it needed or required. At this time both avenues are in the works and the District is hoping to start platting, deeding and design phase by the end of 2020.
- Chief Young and Asst. Chief Iacino participated in the Town of Fredericks master traffic planning meetings in January. The District assisted and provided feedback on everything from responder safety, intersection safety, road widths and shoulders, traffic light layout and engineering for emergency apparatus, 52 Highway and 119 Highway traffic concerns and lastly, I-25 entrance and exit strategies.
- Chief Young, Asst. Chief Prunk, and Battalion Chief Gilbert (Wildland Coordinator) met with Town of Frederick Public Works on open burning regulations and processes. We all came to agreeance that the burning of cattails in the No Name Creek area was no longer acceptable and the Town will look at other avenues of cattail mitigation. We also spoke about the Golf Course and Centennial Park. Both areas the District will assist the Town with these prescribed burn areas.
- Chief Young met with the Town of Fredericks new Town Manager, Bryan Olster in January and with Town of Firestone's Town Manger AJ Krieger in February. Topics of discussion were, CVEMA, Impact Fees, Open Burning in the Town, Economy, Salaries and Benefits, Ward Designations, Quarterly Updates, Amendment to the Fire Code and the Districts Strategic Planning for 2020.

- Staff assisted Rocky Mountain Christian Church on February 7th with the “Night to Shine” event. The District provided a medical crew and ambulance on stand-by for the event. The staff at RMCC have been superior to work with and provided all the necessary information towards the medical and safety plan before the event.
- Chief Young, Asst. Chief Iacino, Asst. Chief Prunk and COS Campos attended the Carbon Valley Rotary’s Community Heroes Breakfast on January 21st. The District assisted with audio equipment and set-up of the event. Multiple well-deserved community members received recognition of their efforts within the Carbon Valley area.
- The District is working with SCL Health and US Acute Care Solutions Doctor Group on a potential contract to continue medical direction for the District for the remained of 2020. Chief Young and Asst. Chief Prunk are researching all options and reviewing partnerships with other health care provider networks as well. This will be an ongoing discussion to even potential request for proposals in fall of 2020.
- Chief Young and Planning Staff have been working with the Center of Public Safety Excellence (CPSE) on our upcoming Strategic Planning process June 8 – 12 tentatively. This will be a five (5) day planning event to creating the District’s next five (5) plus year road map to success.
- Over the last four (4) months Chief Young has been working with Executive Staff, Command Staff, Office Staff, Shift Officers and our Officer Development Program members on the District’s Mission, Vision and Values for 2020 and beyond. The final result is provided at the end of this report.
- Chief Young continues attend all North Metro Fire Chief’s meetings each month. Items discussed Drug Testing, Clean-Cabs, Peer Support, North Area PIO Collaboration, current legislation, CAD-to-CAD, Purchasing Agreements, Training for the North Area, Technical Rescue capabilities and upcoming recruit academy in which will be a class of over 50 new recruits. Departments of North Area Fire Chief’s is Frederick-Firestone, Brighton, Thornton, Westminster, North Metro Fire (Northglenn and Broomfield), Adams County FPD and Federal Heights Fire Departments.
- Chief Young and Assistant Chief’s Prunk and Iacino all attended the Colorado State Fire Chiefs Critical Issues Briefing in February at Red Rocks. Topics of discussion were Coronavirus concerns, current legislation, FPPA changes, FLSA regulations, and trending state and federal topics in emergency services.

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

Respectfully,



Jeremy A. Young MS, EFO, CFO
Fire Chief

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



**ASSISTANT CHIEF
OF OPERATIONS**

Office: 303.833.2742

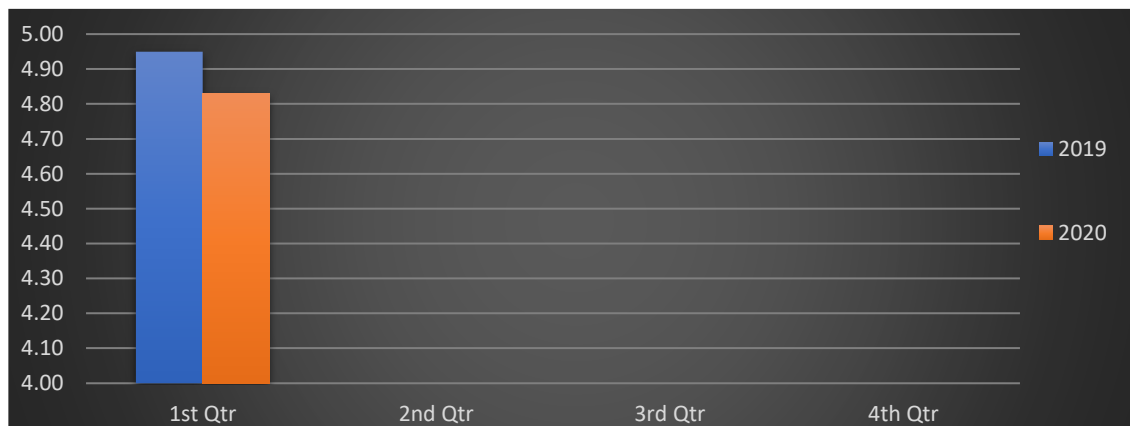
Fax: 303.833.3736

Email: dprunk@fffd.us

**RESPONSE SUMMARY
January 1 – March 31, 2020**

	<u>2019</u>	<u>2020</u>
Total incidents January – March:	505	533
Total number of non-emergency response calls:	274	262
Total number of emergency response calls:	231	271
<u>Total number of ambulance transports:</u>	<u>231</u>	<u>247</u>
Average response time for emergency response calls:	4.95 min	4.83 min

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



**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



**ASSISTANT CHIEF
OF OPERATIONS**

Office: (303) 833-2742

Fax: (303) 833-3736

Email: dprunk@fffd.us

RESPONSE TIME OVERAGES

January 1 – March 31, 2020

INCIDENT	DATE	ALARM TIME	RESPONSE MINUTES	EXPLANATION
Station 1				
2020-0115	01/23/2020	13:42	7	Multiple calls for service
2020-0243	02/10/2020	18:12	13	Road conditions weather/construction
2020-0253	02/11/2020	10:14	10	Road conditions weather/construction
2020-0309	02/20/2020	9:58	7	Multiple calls for service
2020-0330	02/23/2020	15:53	8	Distance only no outside factors
2020-0358	02/28/2020	11:20	9	Multiple calls for service
2020-0445	03/14/2020	8:17	7	Primary unit in training/meeting
Station 2				
2020-0044	01/09/2020	8:32	7	Multiple calls for service
2020-0161	01/31/2020	4:48	8	Scene access issues/rural address
2020-0260	02/12/2020	13:42	7	Primary unit in training/meeting
2020-0279	02/15/2020	4:13	7	Road conditions weather/construction
2020-0331	02/23/2020	16:04	8	Distance only no outside factors
2020-0356	02/28/2020	9:02	7	Multiple calls for service
2020-0425	03/11/2020	10:50	10	Multiple calls for service
2020-0472	03/19/2020	10:47	8	Road conditions weather/construction
2020-0520	03/29/2020	9:53	8	Multiple calls for service
Station 3				
2020-0049	01/10/2020	11:32	8	Distance only no outside factors
2020-0106	01/21/2020	18:31	7	Distance only no outside factors
2020-0109	01/21/2020	14:09	7	Multiple calls for service
2020-0303	02/19/2020	17:41	7	Multiple calls for service
2020-0387	03/04/2020	16:38	7	Primary unit in training/meeting
2020-0491	03/24/2020	1:29	7	Distance only no outside factors
2020-0495	03/24/2020	16:17	8	Distance only no outside factors
Station 4				
2020-0091	01/16/2020	22:50	8	Dispatch alert/address issue
2020-0098	01/20/2020	15:52	7	Distance only no outside factors
2020-0206	02/06/2020	10:54	7	Distance only no outside factors
2020-0362	02/28/2020	23:06	7	Moving from cross staffed units

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



OPERATIONS SECTION
Training Division
Office: 303.833.2742
Fax: 303.833.3736
E-Mail: jvenerable@fffd.us

TRAINING SUMMARY
January 1 – March 31, 2020

Total Fire Training Hours January - March: 3008

Total EMS Training Hours January-March: 594

Overview of Training Events:

- One (1) Lieutenant completed the 40-Hour Fire Officer II training course sponsored by the Colorado Division of Fire Prevention and Control.
- The Assistant Chief of Planning attended the two-day National Fire Academy Course Community Risk Reduction Programs.
- One (1) Battalion Chief attended the two-day National Fire Academy Course Exercising Leadership Ethically.
- All line personnel completed the annual EMS skills check off conducted by the District's Pre- Hospital Medical Director group.
- One (1) Paramedic Firefighter attended the 40-hour Fire and Emergency Services Instructor I course hosted by Estes Valley Fire Rescue.
- One (1) Battalion Chief attended the Colorado Emergency Managers Conference.
- All Line personnel completed the annual Ice Rescue Refresher course.
- All District Officers attended a one-day retreat to discuss District's culture, mission, vision, and values moving forward.
- Members of the Officer Development Program completed the 24- Hour Blue Card Incident Commander certification simulation lab.
- All new-hire line employees completed orientation training the week of March 23rd.
- Four (4) members of the Command Staff attended the International Code Council Conference hosted in Loveland Colorado.
- All members received various training regarding COVID-19 response guidelines from the District Medical Director

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



**ASSISTANT CHIEF
OF PLANNING**

Office: 303.833.2742
Fax: 303.833.3736
E-Mail: siacino@fffd.us

PLANNING SECTION SUMMARY
January 1 – March 31, 2020

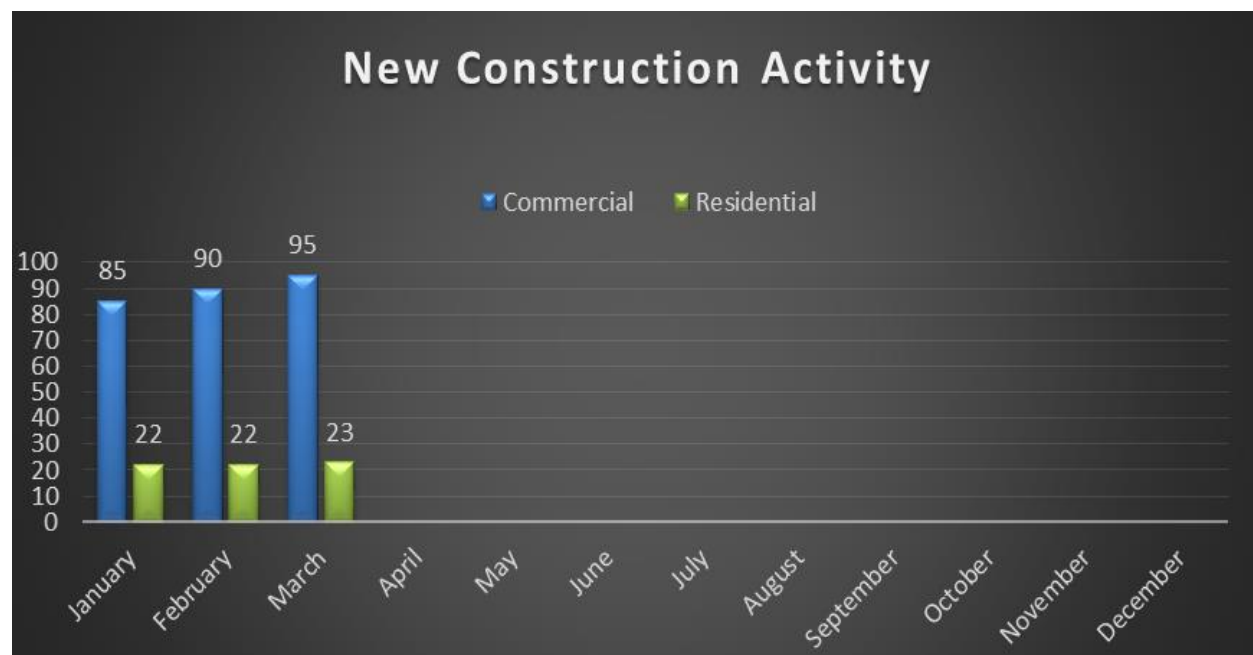
Fire Safety Inspections Completed

- 186 Fire Safety Inspections in the 1st Quarter of 2020

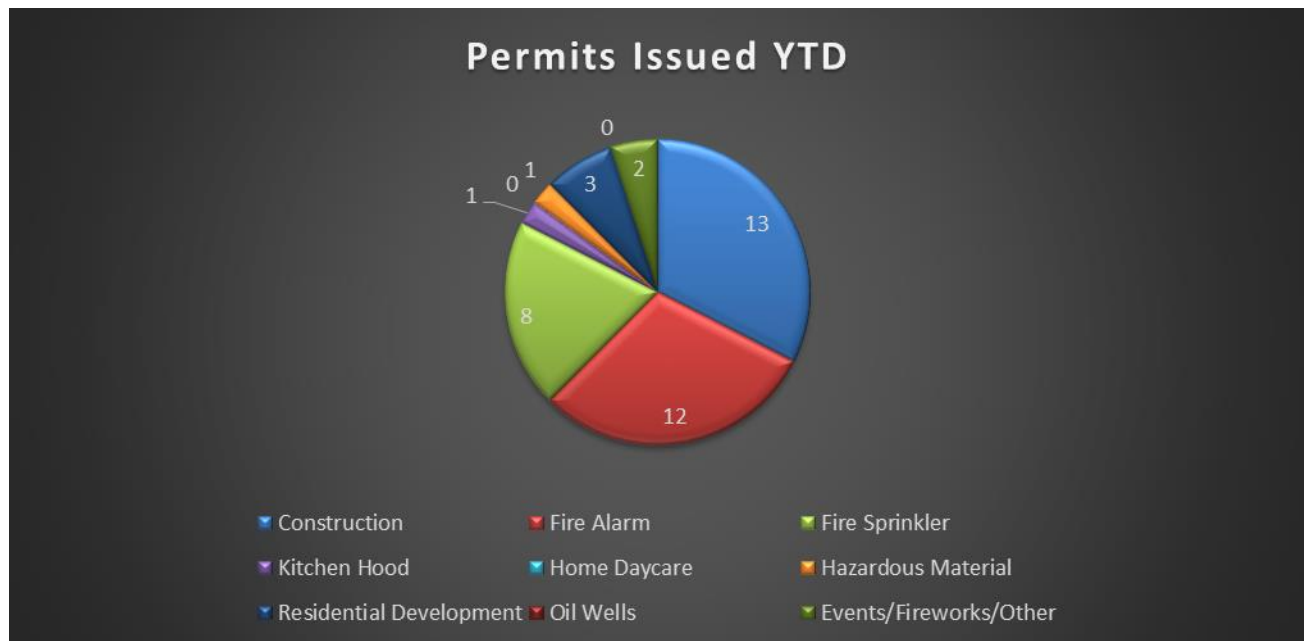
NOTE: Annual Company Level Business Inspections Have Been Suspended Until Further Notice due to COVID-19. Target Hazard Inspections are continuing.

New Construction Inspections Have Not Been Suspended and Are Being Completed.

New Construction Activity (year to date)



40 Permits Issued (year to date)



Certificate of Occupancy Inspections

- Imperial Condos and Self-Storage
- New Hope Counseling Center
- The Cove Amenity Center Fire Alarm
- Zimgrove
- Stevenson Lexus – New Fire Alarm
- Teriyaki Madness
- 4030 Bruin – North and South Buildings Core and Shell
- Remax Nexus Tenant Finish

Fire Investigations

- One (1) Residential Structure Fire
- One (1) Commercial Structure Fire – American Furniture Warehouse
- One (1) Vehicle Fire
- One (1) Trash Fire

Youth Firesetter Program

- There were three (3) new YFS Cases during the first quarter who also went through the program.

Community Outreach Programs / Pub Education

- CPR/AED/Basic First Aid Skills Check and recertification for the Colorado Rangers.
- CPR/AED/Basic First Aid Skills Check for Safety Team at Alpine Lumber in Frederick.
- Met with Towns for Community Engagement plans for 2020.
- Marketing Committee Meeting with Carbon Valley Chamber.
- 7th Grade Presentations at Coal Ridge Middle School – These included Basic First Aid, When to Call 9-1-1, and how the Internet and Social Media can affect emergency response. This was completed before March 13 and schools closing.



New Mission Statement

To enhance your quality of life, by always earning trust, reducing loss of life, preventing harm and protecting property with compassion and integrity.

New Vision Statement

The Frederick-Firestone Fire District and its members will be a model of excellence in emergency services, risk reduction, and life safety programs. We will strategically engage the needs of our community; while remaining committed to continuous organizational development through trust, involvement, innovation, creativity, and accountability; while consistently remaining rooted in service.

Enhanced Core Values

Service: Our members believe in standing ready with duty, honor, and loyalty to help others during any time of need; selflessly without reward. This core value inspires our culture and is the cornerstone of our mission and vision.

Family: Our members believe in developing relationships of emotional support with love and affection to serve one another, teach one another, and share life's joys and sorrows with one another for personal growth.

Professionalism: Our members believe in ownership, accountability, and mastery of their knowledge, skills and abilities within our profession of emergency services, even as expectations and demands continue in the ever-changing world around us.

Compassion: Our members believe in empathy and kindness, which empowers us to do our best at relieving the suffering of physical, mental, and emotional misfortunes of others.

Integrity: Our members believe in maintaining strong moral and ethical principles of honesty, fairness and respect in all aspects of life.

New Organizational Motto

“Leading Together, By Serving Together”

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 11.a

Executive Session

Meeting Date: June 10, 2020

Initiated By:

Dept: Town Clerk

AGENDA TITLE

An executive session pursuant to C.R.S. 24-6-402(4)(a) regarding the purchase or acquisition of real property and pursuant to C.R.S. 24-6-402 (e)(I) determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and directing negotiators concerning such real property and an oil and gas agreement.

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS