



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

September 14, 2022
6:30 PM
9900 Park Avenue
Firestone, CO 80504

PRE-MEETING WORK SESSION 6:00 PM IN THE TRAINING ROOM

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

REGULAR MEETING 6:30 PM IN THE BOARD ROOM

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - a. Approval of August 24, 2022 Board of Trustees Minutes
 - b. **Resolution: 22- 102:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DESIGN SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HALCYON DESIGN, LLC, FOR DESIGN SERVICES
 - c. **Resolution 22-106:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ESTABLISHING ANNUAL ANIMAL LICENSE FEES
6. **Proclamation**
 - a. Proclamation Recognizing September 2022 as Suicide Awareness and Prevention Month
 - b. Proclamation Recognizing Week Of September 17 through 23, 2022, As Constitution Week
7. **Presentation**

* 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.

- a. Mayor's Award
- b. Star Award
- c. United Power Check Presentation
- d. Neighborhood Service Officers Introduction
- e. Police Department's Strategic Plan Update

8. Discussion/Action

- a. **Resolution 22-103:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES FOR THE TOWNS PUBLIC WORKS DEPARTMENT
- b. **Resolution 22-104:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A GENERAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RAPTOR MATERIALS, LLC FOR THE DIRT ROAD MAINTENANCE PROJECT FOR PORTIONS OF ZINNIA AND GRANT AVENUE
- c. **Resolution 22-105:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EXPENDITURES FOR THE TOWN OF FIRESTONE'S DIRT ROAD MAINTENANCE PROJECT

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

10. Reports

- a. Staff
- b. Mayor
- c. Trustees
- d. Frederick-Firestone Fire Protection District Second Quarter Report (*report only*)

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.

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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.a

Consent Agenda

Meeting Date: September 14, 2022

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of August 24, 2022 Board of Trustees Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. August 24, 2022 Board of Trustees Draft Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
August 24, 2022

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on August 24, 2022, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 6:30 PM.

The following were present upon the call of the roll:

Mayor: Drew Peterson

Mayor Pro-tem: Frank A. Jimenez

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

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

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

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

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

Rashelle Richardson, a Weld County resident, gave public comment regarding concerns with weed issues on AG-zoned property, annexations, and water availability.

Rebecca Bowler, a Weld County resident, gave public comment in favor of Resolution 22-101.

Lynda Humme, a Firestone resident, gave public comment in favor of Resolution 22-101.

Sam Giammo, a Firestone resident, gave public comment in favor of Resolution 22-101.

Mike Pummer, a Weld County resident, gave public comment requesting the Board consider everything before them and that there is a right place and right time for projects.

Bill Haid, a Dacono resident, introduced himself as a member of the Board of Directors and President of the Carbon Valley Parks & Recreation District, gave public comment in favor of Resolution 22-101.

Dugan Flynn, a Weld County resident, gave public comment regarding concerns about what projects are right for the region.

Susie Shackweller gave public comment in favor of Resolution 22-101.

Chris Woody, a Firestone resident, gave public comment in favor of Resolution 22-101.

5. Consent Agenda

Motion by Trustee Sharp, **second** by Trustee Whelan, to Approve the Consent Agenda with a correction to the August 4, 2022 Board of Trustees meeting minutes to show Trustee Holcomb voted no on the motion to go into executive session.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

a. Approval of August 4, 2022 Meeting Minutes

b. Approval of August 10, 2022 Meeting Minutes

c. Approval of Letter of Intent to Participate in the Northern Integrated Supply Project

6. Presentations

a. Mayor's Award

Mayor Peterson presented Mayor's Award to Liam and Olivia Rhoel.

7. Land Development

a. **PUBLIC HEARING: Resolution 22-88:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE VISTOSA SUBDIVISION

Mayor Peterson opened the public hearing for Resolution 22-88 at 6:54 PM.

Trustee Conyac recused himself as he was absent from the previous hearing and could not listen to it due to technical issues with the recording equipment.

Jerrie Solomon, a Weld County resident opposed to Resolution 22-88, gave public comment regarding concerns related to impacts to wildlife, traffic, and affordability as a result of this project.

Alexas Gilbert, a Weld County resident opposed to Resolution 22-88, gave public comment expressing that the project was not compatible as required by the Firestone Development Code.

Ron Gilbert, a Weld County resident opposed to Resolution 22-88, gave public comment expressing that the project did not meet the park requirements and was not compatible as required by the Firestone Development Code.

Sam Sears, a Firestone resident opposed to Resolution 22-88, gave public comment regarding concerns about traffic and the lack of a finalized transportation master plan.

Nicolas Post, a Weld County resident opposed to Resolution 22-88, gave public comment regarding concerns about water runoff and its impacts on agriculture.

Rick Bambrick, a Firestone resident opposed to Resolution 22-88, gave public comment regarding water and transportation concerns.

Lisa Burgesser, a Weld County resident opposed to Resolution 22-88, gave public comment regarding concerns about a lack of public transportation, nearby schools, parks, and traffic impacts.

Brian Alderman, a Weld County resident opposed to Resolution 22-88, gave public comment regarding concerns that the project doesn't meet standards, school capacities, and traffic impacts.

Mike Waters, a Weld County resident opposed to Resolution 22-88, gave public comment regarding concerns that the project was not compatible and density.

Doug Daiss, a Firestone resident opposed to Resolution 22-88, gave public comment regarding concerns about school capacity.

Mike Pummer, a Weld County resident opposed to Resolution 22-88, gave public comment regarding the project not being a good fit for the area.

William Wright, a Firestone resident opposed to Resolution 22-88, gave public comment regarding concerns that the project is not desired by the community.

Gary Kopp, a Firestone resident opposed to Resolution 22-88, gave public comment regarding concerns that the project is not desired by the community.

Romain Lucero-Lowe, a Firestone resident opposed to Resolution 22-88, gave public comment regarding traffic concerns.

Ken Voss, a Weld County resident opposed to Resolution 22-88, gave public comment regarding concerns that the project did not meet the requirements of the Firestone Development Code.

Christine Voss, a Weld County resident opposed to Resolution 22-88, gave public comment regarding concerns regarding compatibility and density.

Carl Sum, a Firestone resident opposed to Resolution 22-88, gave public comment regarding concerns about the density and fire risk.

Meredith Post, a Weld County resident opposed to Resolution 22-88, gave public comment regarding concerns about water runoff, water availability, and community capacity to meet the needs of new residences.

Kevin Feely, a Weld County resident opposed to Resolution 22-88, gave public comment regarding concerns about utility needs.

Jeff Churchill, a Weld County resident opposed to Resolution 22-88, gave public comment regarding concerns about long-term impacts.

Barbara Norcott, a Weld County resident opposed to Resolution 22-88, gave public comment regarding concerns about long-term impacts.

Jake Shots, a Weld County resident opposed to Resolution 22-88, gave public comment regarding concerns about long term impacts.

Becky Duckworth, a Firestone resident, opposed to Resolution 22-88, gave public comment regarding concerns about a variance included in the preliminary plat and public safety, transportation, parks, a provision for education access, and impact fees for the Frederick-Firestone Fire Protection District.

David Foster, representing the applicant, summarized the history of the property and annexation. Mr. Foster also disclosed that the density has decreased due to the zoning change.

Todd Bjerkaas, Director of Planning & Development, responded to Board questions regarding the school site and the variance.

Blake Carlson, the applicant, responded to Board questions regarding the design.

Mayor Peterson closed the public hearing at 9:14 PM.

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, to Approve **Resolution 22-88**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A PRELIMINARY SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE VISTOSA SUBDIVISION

Roll Call Vote:

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

No: Trustee Holcomb

Abstain: None

Motion carried.

b. **PUBLIC HEARING: Resolution 22-95**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR THE SPRINGS METROPOLITAN DISTRICT

Mayor Peterson opened the public hearing for Resolution 22-95 at 9:25 PM.

Marty Ostholthoff, Planning Manager, presented to the Board of Trustees.

Diane Miller, representing the applicant, presented to the Board of Trustees.

Sam Sears, a Firestone resident, gave public comment on why there were two metropolitan districts.

Ms. Miller responded to Board questions regarding the two metropolitan districts.

Mayor Peterson closed the public hearing at 9:42 PM.

Motion by Trustee Sharp, **second** by Trustee Whelan, to Approve **Resolution 22-95**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR THE SPRINGS METROPOLITAN DISTRICT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- c. **PUBLIC HEARING: Resolution 22-96:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR THE SPRINGS SOUTH METROPOLITAN DISTRICT

Mayor Peterson opened the public hearing for Resolution 22-96 at 9:43 PM.

Marty Ostholthoff presented to the Board of Trustees.

Diane Miller, representing the applicant, presented to the Board of Trustees.

Ms. Miller responded to Board questions regarding rates and debt.

Mayor Peterson closed the public hearing at 9:55 PM.

Motion by Trustee Doherty, **second** by Trustee Whelan, to Approve **Resolution 22-96:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR THE SPRINGS SOUTH METROPOLITAN DISTRICT

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

8. Discussion/Action

- a. **Resolution 22-101:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A LEASE AGREEMENT FOR THE LEASE OF 151 GRANT AVENUE FACILITY BETWEEN THE TOWN OF FIRESTONE AND CARBON VALLEY PARKS AND RECREATION DISTRICT.

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve **Resolution 22-101:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A LEASE AGREEMENT FOR THE LEASE OF 151 GRANT AVENUE FACILITY BETWEEN THE TOWN OF FIRESTONE AND CARBON VALLEY PARKS AND RECREATION DISTRICT.

Roll Call Vote:

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

No: None
Abstain: None
Motion carried.

b. Comprehensive Plan Preliminary Services Update by M.I.G

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

a. Staff

10.a.i. July Monthly Financial Report

b. Mayor

c. Trustees

11. Adjournment

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to Adjourn at 10:29 PM, All in Favor, **Motion carried.**

Introduced and Approved the 14th of September, 2022.

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew Peterson, Mayor

Jessica Koenig, Town Clerk

DRAFT

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.b

Consent Agenda

Meeting Date: September 14, 2022

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Resolution: 22- 102: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DESIGN SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HALCYON DESIGN, LLC, FOR DESIGN SERVICES

SUMMARY

This Agreement will allow Town staff to work with the Architect (Kelly Deitman with Halcyon Design) to develop and finalize the design of the events storage building, gaining efficient and safe storage of equipment and supplies needed for Town events.

Currently, equipment and supplies used for events are stored at Town Hall and Public Works. Town events continue to evolve to meet the desires of the residents and the Board, increasing the equipment and supplies needed. This building will add adequate storage to serve events for the foreseeable future.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of Resolution authorizing execution of said Agreement and authorizing staff to expend funds.

ALTERNATIVES

ATTACHMENTS

1. Halcyon Design Services events storage building reso
2. Professional Services Contract - Events Storage Building Design (A2022-9911)-HD

FINANCIAL CONSIDERATIONS

Design Development (DD) Phase	\$11,110.00
Construction Documents (CD) Phase	\$10,736.00
Construction Administration	\$4,070.00
Sub-Total	\$25,916.00
Contingency 10%	\$2,591.00
Total	\$28,507.00

RESOLUTION NO. 22-102

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING A DESIGN SERVICES AGREEMENT BETWEEN THE
TOWN OF FIRESTONE AND HALCYON DESIGN, LLC, FOR DESIGN SERVICES.**

WHEREAS, the Town of Firestone (“Town”) requires professional services to finalize the design work for the events storage building Project (“Project”); and

WHEREAS, Halcyon Design, LLC, has the required expertise as it is already providing design services for the Town’s Public Works and Town Hall Project; and

WHEREAS, Halcyon Design, LLC, is thus best suited to perform the Project’s design services in a timely and cost-effective manner.

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

The Events Storage Building Design Services Agreement between the Town of Firestone and Halcyon Design, LLC, is 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 _____, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2022 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **HALCYON DESIGN LLC** an independent Consultant with a principal place of business at PO Box 684. LaSalle, Colorado, 80645 ("Consultant") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **Events Storage Building Design (A2022-9911)**

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until Consultant completes the Scope of Services to the satisfaction of the Town or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed **\$28,507.00**. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ Sub-Consultants to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

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

If the Town reuses or makes any modification to Consultant's designs, documents or work product without the prior written authorization of Consultant, the Town agrees, to the fullest extent permitted by law, to release the Consultant, its officers, directors, employees and sub-consultants from all claims and causes of action arising from such uses, and shall indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

The Town expressly acknowledges and agrees that the documents and data to be provided by Consultant under the Agreement may contain certain design details, features and concepts from the Consultant's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Consultant. Nothing herein shall be construed as a limitation on the Consultant's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENT CONSULTANT

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

VII. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, and shall cause any Sub-Consultant to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and Consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its Consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Consultant shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

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

Consultant, or any officer, employee, representative, or agent of Consultant or of any Sub-Consultant of Consultant.

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

IX. WORKER WITHOUT AUTHORIZATION

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform work under this Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Consultant shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement, or enter into a contract with a Sub-Consultant that fails to certify to Consultant that the Sub-Consultant shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement.

C. Verification.

1. If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a Sub-Consultant performing work under this Agreement knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement, Consultant shall: notify the Sub-Consultant and the Town within 3 days that Consultant has actual knowledge that the Sub-Consultant is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement; and terminate the subcontract with the Sub-Consultant if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the Sub-Consultant does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Consultant shall not terminate the subcontract if during such 3 days the Sub-Consultant provides information to establish that the Sub-Consultant has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written Agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

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

TOWN OF FIRESTONE, COLORADO

Drew Peterson, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

HALCYON DESIGN, LLC.

By: _____

EXHIBIT A SCOPE OF SERVICES

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

- Site meeting with civil engineer to review project location
- One (1) design review meeting with Client and Contractor
- Product and material submittal review
- Answer construction questions
- Structural Engineer review footing and foundation work to verify design compliance (if required)
- Bi-monthly site visits (up to 8 visits) to review project progress and conformance with design
- Final Punch List walk with Client accompanied by written Punch List

Consultant's Deliverables In performance of the duties described above, Consultant shall deliver the following items to the Town, during the timeframes established by the Town:

- Topographical survey and private utility locates
- Draft Site and Building Design Drawings
- 50% Building Design completion
- 100 % Construction Documents for permit submittal
- Lighting compliance report
- Digital drawing sets for contractor bidding
-



July 27, 2022

Raelynn Ferrera
Assistant to the Town Manager
Town of Firestone
9950 Park Ave
Firestone, CO 80504

Re: #2221 Firestone Public Works Dry Storage Building Proposal

Ms Ferrera:

The following is a Scope of Work for Professional Services to complete the Design Development (DD), Construction Document (CD) and Contract Administration (CA) process for a new 40' x 40' pre-engineered storage building on the existing Public Works property. The building will be used for events storage and will have power for lights and convenience receptacles, but no HVAC or plumbing facilities. It is assumed that the geotechnical report completed for the previous public works building addition will be referenced for this project, and a new geotechnical report will not be required. Some additional surveying will be required, in addition to the information acquired for the previous addition project. Since a structural engineering estimate could not be obtained at this time, an allowance of \$5,500 is included in the proposed fee.

The Town of Firestone has currently adopted the 2018 I-Codes, 2012 IECC. Digital (PDF) copies of design documents will be provided to Client after each meeting, and design comments from Client will be accepted between meetings via email. An outline scope of work for this phase is as follows:

Design Development (DD) Phase

- Topographical survey and private utility locates;
- Site meeting with civil engineer to review project location;
- First Draft Site and Building Design Drawings;
- One (1) design review meeting with Client and Contractor;
- 50% Building Design completion;

Design Development (DD) Fee.....\$11,110

Construction Documents (CD) Phase

- ComCheck report for lighting compliance;
- Completion of stamped Construction Documents for permit submittal;
- Distribute digital drawing sets for contractor bidding;

Construction Document (CD) Fee.....\$10,736

Construction Administration

- Product and material submittal review;
- Answer construction questions;
- Structural Engineer review footing and foundation work to verify design compliance (if required);
- Bi-monthly site visits (up to 8 visits) by Architect to review project progress and conformance with design;
- Final Punch List walk with Client accompanied by written Punch List;

Construction Administration (CA) Fee.....\$4,070

Professional Services will be provided for these phases of the project at the fixed fee of \$25,916. Work will be invoiced at the end of each month, payable within Thirty (30) days.

Included in proposed fee:

- \$5,500 for structural engineering;
- Mileage for meetings and site visits as noted above;
- Digital site photos;
- Paper reproductions outlined in scope.

Excluded from fee are:

- On-Site wastewater treatment design (OWTS)
- Phase I or II Environmental Study;
- Construction materials testing;
- Hazardous materials testing and/or abatement;
- MEP systems commissioning;
- Monument sign design;
- Fire line, fire alarm or fire sprinkler design;
- Potholing for location of existing utilities;
- Construction staking;
- Grading and drainage certifications;
- Record Drawings;
- Submittal, Application, Recording or Permit Fees;
- Courier and postal services;
- Printed photos;
- Expense of reproductions beyond those mentioned above;
- Any service not itemized above;

These expenses are in addition to the professional design services and will be reimbursed monthly at 1.10 (110%) times the actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project. Additional expenses will be billed only when work has been pre-approved by Client in a meeting or via email.

Optional/Additional Services

- Design changes requested by Client after 75% design completion meeting will be invoiced at hourly rates of Architect and Consultants;
 - Architect \$130/hour
 - Civil Engineer \$125/hour
 - Electrical Engineer \$140/hour
 - Structural Engineer \$135/hour
- Additional site visits beyond those noted above will be invoiced at hourly rates of Architect and Consultants;

Thank you for the opportunity of presenting this agreement for professional services. If this scope of service is acceptable, please sign a copy of this letter, and return for our file.

Respectfully,

 Kelly Deitman
2022.07.27
09:00:26 -06'00'

Kelly C. Deitman, AIA, NCARB, LEED AP, President
Halcyon Design LLC
PO Box 684
LaSalle, CO 80645
303.906.2617 (mobile)
kelly@halcyonarch.com

Town of Firestone

Contact terms

Architect's Responsibility

1.1 The Architect shall provide the professional services as set forth in this Agreement. The Architect shall perform services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances.

1.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this project.

1.3 The Architect shall maintain both General Liability and Professional Liability insurance for the duration of this Agreement, and can provide certificates of insurance to Owner upon request.

1.4 Notwithstanding any clause in this Agreement to the contrary, the Architect expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether Architect performed its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the parties.

1.5 Architect and Consultants shall exercise the reasonable standard of care to comply with requirements of all applicable codes, regulations, and current written interpretation thereof published and in effect during the Architect and Consultant's services. In the event of changes in such codes, regulations or interpretations during the course of the Project that were not and could not have been reasonably anticipated by the Architect and Consultants and which result in a substantive change to the construction documents, the Architect and Consultants shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes.

1.6 The Client acknowledges that the requirements of federal, state, and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations. The Architect and Consultants will use reasonable professional efforts and judgment to correctly interpret and apply such requirements. The Architect and Consultants, however, cannot and does not warrant or guarantee that the work will comply with the interpretation of such requirements by others.

1.7 In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

Scope of Architect's Basic Services

2.1 The Architect's Basic Services consist of those described in the signed proposal. The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, review laws, codes and regulations, attend project meetings, communicate with members of the Project team and report progress to Owner on a regular basis.

2.2 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's knowledge or consent.

2.3 Based on the approval of the Preliminary Design, the Architect shall prepare Design Development drawings for Owner's approval. Design Development drawings shall be consistent with approved Preliminary Design and shall consist of drawings and diagrams to describe building systems, typical conditions, and design criteria as originally established.

2.4 Based on the approval of the Design Development documents, and any Owner's authorization of adjustments in the Project requirements, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development documents and shall consist of documents establishing the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to construct the Work, the Contractor will provide additional information, including shop drawings, product data, and other similar submittals, which the Architect will review for conformance with the design and approved Project goals.

2.5 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect

be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

2.6 The Architect shall visit the site at intervals described in the agreed upon scope of work, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner known deviations from the Contract Documents or from defects and deficiencies observed in the Work.

2.7 The Architect's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce design professional's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify Architect from any and all claims, damages losses or costs associated with or arising out of such reduction in services.

2.8 Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, and shall not be required to sign any documents that would result in Architect having to certify the existence of conditions whose existence the Architect cannot ascertain. Any certificate will state that it is based on the best of the Architect's knowledge, information and belief.

2.9 Architect shall review and comment upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component. If the Architect is required to review a specific submittal more than twice, the Architect reserves the right to invoice the Contractor for additional services.

2.10 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Owner's Responsibilities

3.1 The Owner and Contractor shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work during Construction.

3.2 The Owner or Contractor shall promptly report to the Architect any defects or suspected defects in the Architect's services of which the Owner or Contractor becomes aware, so that the Architect may take measures to minimize the consequences of such a defect. Failure by the Owner and Contractor or subcontractors to notify the Architect shall relieve the Architect of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Copyrights and Licenses

4.1 The Architect and Consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes, including requirements for Certifying Authority, in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

4.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining altering and adding to the Project. The licenses granted under this section permit the Owner to authorize the Contractor, Subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. The licenses granted in this Section are valid only if the Owner substantially performs its obligations under the Agreement, including prompt payment of all sums when due. If the Architect rightfully terminates this Agreement for cause as provided in this Agreement, the licenses granted in this Section shall terminate.

4.3 If the Client reuses or makes any modification to Architect or Consultant's designs, documents or work product without the prior written authorization of the Architect and/or Consultant, or uses the documents without retaining the Architect and/or Consultant, the client agrees, to the fullest extent permitted by law, to release the Architect and Consultants, its officers, directors, employees and subconsultants from all claims and causes of action arising from such uses, and shall indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Client's modification or reuse of the documents.

4.4 Client expressly acknowledges and agrees that the documents and data to be provided by Architect and Consultants under the Agreement may contain certain design details, features and concepts from the Architect and Consultant's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Architect and Consultants. Nothing herein shall be construed as a limitation on the Architect and Consultant's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

Limitation of Liability:

5.1 In recognition of the relative risks, rewards, and benefits of the project to both the Client and Halcyon Design LLC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Halcyon Design, LLC's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses, arising out of this agreement from any cause or causes, shall not exceed \$50,000 or Halcyon Design's total fee for the services rendered on the project, whichever is greater. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Claims and Disputes

6.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the methods of binding dispute resolution identified in this Agreement within the period specified by applicable law, but in any case not more than five (5) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section.

6.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Architect, as appropriate, shall require the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

6.3 Notwithstanding anything in this Agreement to the Contrary, it is agreed that neither party shall be liable in any event for any special or consequential damages suffered by the client arising out of the services hereunder. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use on any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

6.4 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share mediator's fee and any filing fees equally.

6.5 Architect shall indemnify and hold harmless (but not defend) the Client, its officers, directors, and employees, from and against those damages and costs that the Client is legally obligated to pay as a result of third party tort claims, including the death of or bodily injury to any person or the destruction or damage to any tangible property, to the extent caused by the negligence of the Architect or anyone for whom the Architect is legally responsible, subject to the any limitations of remedies or liability contained in this Agreement.

6.6 "Prevailing party" is the party who recovers at least 67% of its total claims in the action or who is required to pay no more than 32% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for monetary damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the Prevailing Party.

6.7 The Client shall not withhold amounts from the Architect compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work

unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. If the Client, other than as allowed by the Contract or other than due to the fault of the consultant, fails to pay the consultant undisputed amounts due within thirty (30) days after the time that such amounts are due to be paid, the consultant may, upon seven (7) additional days' written notice to the client, stop the Work until payment of such undisputed amount is paid. The Contract Time and Contract Sum shall be extended appropriately to reflect the Contract's reasonable costs of shut-down, delay and start-up.

6.8 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

6.9 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination or Suspension

7.1 If Client fails to make payments of the Architect's Fee or reimburse expenses when due, other than in connection with a good faith dispute of the amount owing or by reason of the breach of this Agreement by Architect, Architect may suspend performance of services hereunder if such failure to pay continues for fifteen (15) days following notice to client of such breach.

7.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension.

7.3 Either party may terminate this Agreement upon not less than ten days' written notice should the other party fail substantially to perform in accordance with this Agreement, through no fault of the party initiating the termination.

7.4 Either party may terminate this Agreement upon not less than ten days' written notice to the other for convenience and without cause. In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses due at the time of termination.

Miscellaneous Provisions

8.1 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Owner or Architect.

8.2 Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and describe the facts and circumstances giving rise to the need. Additional services may be listed in the aforementioned scope of work, and may also include services necessitated by: change in Owner's Initial Information, changes in Instruments of Service as requested by Owner to reduce the construction cost of the project; enactment or revision of codes, laws or regulations including editing previously prepared Instruments of Service, editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations when those Instruments of Service were prepared in accordance with the applicable standard of care.

8.3 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, which shall be arranged by mutual consent of the Architect and Owner, and at the convenience of the both parties. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

8.4 To the fullest extent permitted by law, Consultant shall indemnify Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are

found to be caused by a negligent act, error, or omission of Consultant or Consultant's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.c

Consent Agenda

Meeting Date: September 14, 2022

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

Resolution 22-106: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ESTABLISHING ANNUAL ANIMAL LICENSE FEES

SUMMARY

As part of Ordinance 1014 adopted on June 8, 2022 related to Title 6 Animals, Section 6.03.030 Fees states that an annual license fee shall be established by resolution of the Board of Trustees. The cost of an individual license is approximately \$1.40 and processing of an animal licensing application takes on average less than 15 minutes each.

HISTORY AND PREVIOUS BOARD ACTION

Ordinance 1014 adopted on June 8, 2022 repealed and reenacted Title 6 Animals and required a fee for animal licensing be established by resolution. The previous ordinance that included the animal license fee, Ordinance 571 was adopted in 2005 and identified a rate of five dollars for each spayed female or neutered male and ten dollars for each animal that has not been spayed or neutered.

RECOMMENDATION

Staff recommends approving Resolution 22-106 establishing the animal license fee of five dollars for spayed or neutered animals and ten dollars for intact animals.

ALTERNATIVES

ATTACHMENTS

1. Resolution 22-106 Animal License Fees

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 22-106

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO ESTABLISHING ANNUAL ANIMAL LICENSE FEES**

WHEREAS, upon adoption of Ordinance No. 1014 on June 8, 2022 the Town of Firestone repealed and re-enacted Title 6 Animals in its entirety: and

WHEREAS, Section 6.02.030 of the recently enacted Ordinance provides that animal owners shall pay an annual license fee established by the Board of Trustees and that such fee shall be reduced for any animal owner who presents written proof from a veterinary that such animal has been spayed or neutered; and

WHEREAS Staff has reviewed the animal licensing duties and determined that an annual licensing fee of \$10.00 and a spayed and neutered fee of \$5.00 is reasonably related to the Town's costs to provide such services.

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

The annual animal licensing fee shall be \$10.00 and \$5.00 for animal owners who present written proof from a veterinary that such animal has been spayed or neutered.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, 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#: 6.a

Proclamation

Meeting Date: September 14, 2022

Initiated By: Jessica Koenig

Dept: Board of Trustees

AGENDA TITLE

Proclamation Recognizing September 2022 as Suicide Awareness and Prevention Month

SUMMARY

Board Sponsor: Frank A. Jimenez

September is recognized as National Suicide Awareness and Prevention Month with the goal of promoting awareness surrounding suicide prevention resources and support available to us and our community. We encourage all residents to learn how to talk about mental health; research suicide prevention resources available nationally and throughout Weld County; check in on the wellbeing of your family, friends, and neighbors; and share genuine appreciation for the people in your life by any gesture you deem appropriate.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. Suicide Prevention Month Proclamation

FINANCIAL CONSIDERATIONS



A PROCLAMATION RECOGNIZING SEPTEMBER 2022 AS SUICIDE AWARENESS AND PREVENTION MONTH

- WHEREAS,** suicidal thoughts can affect anyone, regardless of age, gender, race, orientation, income level, or background; and
- WHEREAS,** over 48,000 deaths annually are attributed to suicide; with suicide rates in Colorado ranking 6th nationally, and 55 lives lost to suicide in Weld County during 2020; and
- WHEREAS,** one of the most important protective factors from suicide is having a trusted person to turn to when feeling isolated or hopeless; a person who will not judge, dismiss, or try to fix the problem, but instead encourage individuals to be open about their feelings and tell their stories; and
- WHEREAS,** suicide prevention starts with actively challenging stigma around mental health and building skills that help us approach the topic of suicide without shame or judgment, so we can save lives; and
- WHEREAS,** North Range Behavioral Health's Suicide Education and Support Services (SESS) program supports those who have lost someone to suicide and provides education to **Firestone** residents that help build critical suicide prevention skills; and
- WHEREAS,** the collaborative prevention and education efforts of North Range, Suicide Education and Support Services (SESS), Imagine Zero of Weld County, along with numerous survivors, and community partners help to spread hope in **Firestone**, and
- WHEREAS,** September is recognized as National Suicide Awareness and Prevention Month with the goal of promoting awareness surrounding suicide prevention resources and support available to us and our community; and
- WHEREAS,** we encourage all residents to learn how to talk about mental health; research suicide prevention resources available nationally and **throughout Weld County**; check in on the wellbeing of your family, friends, and neighbors; and share genuine appreciation for the people in your life by any gesture you deem appropriate.

NOW, THEREFORE, I, Frank A. Jimenez do hereby proclaim September 2022 as **Suicide Awareness and Prevention Month** in the Town of Firestone and call upon the citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of behavioral health, and the need for appropriate and accessible services for all citizens.

Frank A. Jimenez, Mayor Pro Tem

Signed the _____ day of September 2022 by _____

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.b

Proclamation

Meeting Date: September 14, 2022

Initiated By: Jessica Koenig

Dept: Board of Trustees

AGENDA TITLE

Proclamation Recognizing Week Of September 17 through 23, 2022, As Constitution Week

SUMMARY

Board Sponsor: Trustee Conyac

September 17, 2022, marks the two hundred and thirty-fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention. Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. Firestone- Constitution Week

FINANCIAL CONSIDERATIONS



**PROCLAMATION RECOGNIZING WEEK OF SEPTEMBER 17 THROUGH 23, 2022, AS
CONSTITUTION WEEK**

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2022, marks the two hundred and thirty-fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Don Conyac, by virtue of the authority vested in me as Trustee of the Town of Firestone do hereby proclaim the week of September 17 through 23 as CONSTITUTION WEEK and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Firestone to be affixed this 14th day of September of the year of our Lord two thousand twenty-two.

Signed _____

Attest _____

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a

Presentation

Meeting Date: September 14, 2022

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Mayor's Award

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.b

Presentation

Meeting Date: September 14, 2022

Initiated By: Jan Sloat

Dept: Human Resources

AGENDA TITLE

Star Award

SUMMARY

Presentation of the STAR Award

HISTORY AND PREVIOUS BOARD ACTION

In May 2019, the Board approved a new employee recognition program to award employees for demonstrating exceptional service and exceeding expectations in their work performance.

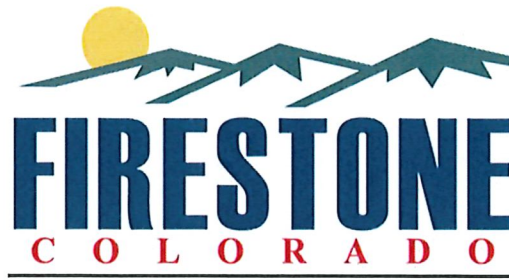
RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. STAR Award

FINANCIAL CONSIDERATIONS



Special Thanks And Recognition - STAR Award

The STAR Award is being created to recognize and express appreciation for services rendered by Town employees who demonstrate exceptional service and/or performance in one or more of the following categories:

- **Customer Service:** Exceeds customer service standards when serving the residents of the Town of Firestone.
- **Safety:** Recognizes employees for providing exceptional care and service while administering first aid and/or support until professional services arrive.
- **Creativity:** One-time innovation or creation that results in time/dollar savings, revenue enhancement, and productivity improvement; and/or ongoing innovative activities that will benefit the Town of Firestone.
- **Teamwork:** Acting as an exceptionally effective and cooperative team member or team leader for a group that has significantly exceeded goals and objectives of the department or unit.
- **Outstanding Achievement:** Awarded to the team member(s) for exceeding expectations and serving the Town in an exemplary manner.

To nominate an employee for consideration of the STAR Award you must submit your request in writing identifying the circumstance for the recommendation. Recipients of this award should demonstrate exceptional service and/or performance in one of the aforementioned categories.

Selected recipients of this award will be recognized at a regularly scheduled Town Board meeting by the Mayor and Board of Trustees and be presented with the STAR Award and a limited edition Town inspired t-shirt. Employees awarded the STAR Award will also have their name added to the STAR Award recipient plaque that will be located in the Board Room at Town Hall.

Recipients will be informed of their selection by means of a congratulatory email and letter inviting them to the next practicable Board meeting for this honor. We encourage recipients to invite family and friends as we recognize their achievement.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.c

Presentation

Meeting Date: September 14, 2022

Initiated By:

Dept: Town Clerk

AGENDA TITLE

United Power Check Presentation

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.d

Presentation

Meeting Date: September 14, 2022

Initiated By:

Dept: Economic Development

AGENDA TITLE

Neighborhood Service Officers Introduction

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.e

Presentation

Meeting Date: September 14, 2022

Initiated By:

Dept: Police

AGENDA TITLE

Police Department's Strategic Plan Update

SUMMARY

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: September 14, 2022

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 22-103: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES FOR THE TOWNS PUBLIC WORKS DEPARTMENT

SUMMARY

The Public Works Department recommends the purchase of six pieces of equipment for Public Works. The equipment will be used for the maintenance of the Town's fleet and park areas. The equipment being purchased will be a combination of replacement and new additions.

HISTORY AND PREVIOUS BOARD ACTION

At the Board of Trustee work sessions in September and October 2021, staff presented a list of identified equipment proposed for the 2022 Budget. At the Board of Trustees meeting on March 23, 2022, staff reported to the Board the inability to purchase the budgeted Tandem truck in 2022 due to supply chain issues and cost increases. As part of that report, staff explained that some of the funds would be used to upfit a few existing trucks with new equipment for snow removal.

RECOMMENDATION

Staff recommends that the Board approve Resolution 22-103, a resolution approving equipment purchases for the Public Works Department.

ALTERNATIVES

The Board may choose not to approve the resolution and provide Staff with additional direction.

ATTACHMENTS

1. Res 22-103 Equipment Purchase for Public Works (1)

FINANCIAL CONSIDERATIONS

The resolution includes an amount not to exceed \$112,800.00. Sufficient funds are available in the General Fund from the saving described above.

RESOLUTION NO. 22-103

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES
FOR THE TOWNS PUBLIC WORKS DEPARTMENT**

WHEREAS, pursuant to C.R.S. 31-15-302, the financial powers of the Town of Firestone's Board of Trustees include the power to control the finances of the Town, appropriate money for municipal purposes and provide for payment of municipal expenses; and

WHEREAS, staff requests that the Board of Trustees authorize the Public Works Department's ("PWD") expenditure of \$112,800.00 in appropriated funds for purchase of equipment necessary for the performance of PWD's snow removal duties; and

WHEREAS, the requested equipment includes the following;

Mahle ACX 225 HVAC System Machine for Vehicles \$6,800.00
Hustler Mower (qty 2) \$32,000.00
Power Turf Renovator for \$21,000.00
Toro Workman UTX for \$38,000.00
HD Equipment Trailer for \$15,000.00;

WHEREAS, the Board of Trustees finds that the purchase of such equipment is in the best interest of the Town.

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

Section 1. The Board of Trustees hereby approves the Public Works Department purchase of the equipment set forth in this Resolution.

INTRODUCED, READ AND ADOPTED this 14th day of September, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alen Peterson, 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.b

Discussion/Action

Meeting Date: September 14, 2022

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 22-104: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A GENERAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RAPTOR MATERIALS, LLC FOR THE DIRT ROAD MAINTENANCE PROJECT FOR PORTIONS OF ZINNIA AND GRANT AVENUE

SUMMARY

It has been determined that two miles of dirt road on Zinnia Ave between Frontier St and CR 17, and on Grant Ave between Frontier St and CR 17, need new materials to be placed to extend their life and durability. Failure to perform this treatment could cost more in time and equipment costs by having to grade these roads more than normally scheduled. The General Service Agreement before the Board is for the purchase of road base material and hauling services for this project.

HISTORY AND PREVIOUS BOARD ACTION

At the Board of Trustee work sessions in September and October 2021, staff presented this dirt road maintenance project as part of the CIP for the 2022 Budget.

RECOMMENDATION

Staff recommends that the Board approve Resolution 22-104, a resolution approving the General Service Agreement between the Town of Firestone and Raptor Materials, LLC for the purchase of material and hauling services for the 2022 Dirt Road Maintenance Project.

ALTERNATIVES

The Board may choose not to approve Resolution 22-104 and provide Staff with additional direction.

ATTACHMENTS

1. Res 22-104 GENERAL SERVICE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RAPTOR MATERIALS LLC
2. General Services Contract-Final
3. Bid Tabulation-Dirt Road Maintenance Project (S2022-9231)

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$135,000.00. Sufficient funds have been budgeted and appropriated in the Capitol Project Fund for Dirt Road Maintenance.

RESOLUTION NO. 22-104

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A GENERAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RAPTOR MATERIALS, LLC FOR THE DIRT ROAD MAINTENANCE PROJECT FOR PORTIONS OF ZINNIA AND GRANT AVENUE

WHEREAS, the Town of Firestone ("Town") is in need of dirt road maintenance work for both lanes of Zinnia Avenue from Frontier Street to CR 17 and for both lanes of Grant Avenue from Frontier Street to CR 17; and

WHEREAS, the Town issued an invitation for bids for the work and upon review of those submitted selected Raptor Materials, LLC as the lowest responsive and responsible bidder.

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

The General Service Agreement between the Town of Firestone and Raptor Materials, LLC for the dirt road maintenance project for portions of Zinnia and Grant Avenue 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 14th day of September, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this 14th day of September, 2022 (the "Effective Date"), by and between the TOWN OF FIRESTONE, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and RAPTOR MATERIALS LLC, an independent contractor with a principal place of business at Colorado 8120 Gage Street, Frederick, CO 80516 ("Contractor") and provides services as follows:

I. SCOPE OF SERVICES

A. Contractor shall provide to the Town certain services described in Scope of Services set forth in Exhibit A, attached hereto and incorporated herein by this reference and known as: Dirt Road Maintenance (S2022-9231) Project. Furthermore, Contractor shall furnish all labor, equipment, supplies and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay the Contractor a fixed sum not to exceed \$135,000.00. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

B. The Town will make payment due to Contractor for compensation for completed services within thirty (30) days after invoices submitted by Contractor, which invoice(s) may not be submitted more frequently than monthly. Invoices shall include the basis upon which payment is requested, such as percentage of the Project completed, or actual time, materials and expenses. The Town shall submit invoice disputes, if any, to Contractor within thirty (30) days for resolution by mutual consent.

C. Set-Off: In addition to any other rights the Town has under this Agreement to indemnification or recoupment, Contractor agrees that the Town is entitled to set off any amounts it may owe Contractor under this Agreement against such claims for indemnity or recoupment.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required

by law. The work performed by Contractor shall be timely and in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors providing the same or similar type of services in the applicable community.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes. Contractor understands that Contractor is not entitled to unemployment insurance benefits from the Town. Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's activities under this Agreement, including, by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

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

VIII. INDEMNIFICATION

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

IX. WORKER WITHOUT AUTHORIZATION

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement.

- C. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

X. MISCELLANEOUS

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.
- C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Agreement.
- E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. This Agreement may only be modified upon written agreement of the Parties.
- H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Town and its officers, attorneys or employees.
- J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the

Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

- K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
- L. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.
- M. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

APPROVED AS TO FORM :

ATTEST:

Jessica Koenig, CMC, Town Clerk

William P. Hayashi, Town Attorney

Raptor Materials LLC

By: _____

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2022 by _____ as _____ of _____.

My commission expires:

(Seal)

Notary Public

EXHIBIT A

SCOPE OF WORK

Contractor's Duties and Deliverables

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

- Contractor shall Deliver approximately 5,000 ton of class 5 road base to CR 18 (Grant Ave) from CR 15 (Frontier St) to CR 17.
- Contractor shall Deliver approximately 5,000 ton of class 5 road base to CR 26 (Zinnia Ave) from CR 15 (Frontier St) to Cr 17.

Bid Tabulation Form
PROJECT: Dirt Road Maintenance Project S2022-9231

Bid Tabulation Form
PROJECT: Dirt Road Maintenance Project S2022-9231

					Engineers Est.		Aggregate logistics		Lg Everist		Raptor Materials		AVERAGE	
Item No.	Description	Unit	Estimated Quantity		Estimated Unit Price	Estimated Bid Amount	Unit Price	Bid Amount Total	Unit Price	Bid Amount Total	Unit Price	Bid Amount Total	Unit	Bid Amount
1	Class 5 road base and trucking CR 18	Tons	Approximately	5,000	N/A		\$16.25	\$ 81,250.00	\$14.95	\$ 74,750.00	\$13.75	\$ 68,750.00	\$14.98	\$ 74,916.67
2	Class 5 road base and trucking CR 26	Tons	Approximately	5,000	N/A		\$15.25	\$ 76,250.00	\$11.95	\$ 59,750.00	\$12.75	\$ 63,750.00	\$13.32	\$ 66,583.33
								\$ 157,500.00		\$ 134,500.00		\$ 132,500.00		\$ 141,500.00
											Bid Winner			

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.c

Discussion/Action

Meeting Date: September 14, 2022

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 22-105: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EXPENDITURES FOR THE TOWN OF FIRESTONE'S DIRT ROAD MAINTENANCE PROJECT

SUMMARY

As part of the Dirt Road Maintenance Project, the Streets Division will need to rent additional equipment for the process of grading the new material and compacting the new road base. The staff is requesting to rent a second grader, a large compaction roller and an additional water truck. These pieces of equipment will greatly help with the time and proper installation of the road base material on the roads. Also, the staff is requesting to have a magnesium chloride application to extend the rideability of the roads. In the past, when this application has been applied on dirt roads, the rideability lasts up to three months, greatly reducing the number of times we would normally need to regrade the roads giving the staff the ability to work on other tasks.

HISTORY AND PREVIOUS BOARD ACTION

At the Board of Trustee work sessions in September and October 2021, staff presented this dirt road maintenance project as part of the CIP for the 2022 Budget.

RECOMMENDATION

Staff recommends that the Board approve Resolution 22-105, a resolution approving procurement of rental equipment necessary to ensure timely completion of the Project and for the application of Magnesium Chloride upon the roadway.

ALTERNATIVES

The Board may choose not to approve Resolution 22-105 and provide Staff with additional direction.

ATTACHMENTS

1. Res 22-105 Expenditures for Dirt Road Maintenance Project

FINANCIAL CONSIDERATIONS

The resolution includes an amount not to exceed \$47,000.00. Sufficient funds have been budgeted and appropriated in the Capitol Project Fund for Dirt Road Maintenance.

RESOLUTION NO. 22-105

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING EXPENDITURES FOR THE
TOWN OF FIRESTONE'S DIRT ROAD MAINTENANCE PROJECT**

WHEREAS, pursuant to § 31-15-302, C.R.S., the financial powers of the Town of Firestone's Board of Trustees include the power to control the finances and property of the Town and appropriate money for municipal purposes; and

WHEREAS, staff requests that the Board of Trustees authorize the expenditure of appropriated funds for the Dirt Road Maintenance Project ("Project") which is necessary for the Public Works Department ("PWD") to complete the 2022 Budgeted Capital Improvement Projects; and

WHEREAS, PWD desires to expend an amount not to exceed \$47,000.00 for the procurement of rental equipment necessary to ensure timely completion of the Project and for the application of Magnesium Chloride upon the roadway; and

WHEREAS, the Board of Trustees finds that the Project expenditures are in the best interest of the Town.

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

Section 1. The Board of Trustees hereby approves the expenditures for the Public Works Department's Dirt Road Maintenance Project as set forth in this Resolution.

INTRODUCED, READ AND ADOPTED this 14th day of September, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



SECOND QUARTER SERVICE REPORT

April 1 – June 30, 2022

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

July 11, 2022

Town of Firestone
9950 Park Avenue
Firestone, CO 80504

Mayor Peterson, 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 2nd quarter of 2022. 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 **780 fire, rescue and medical emergency incidents between April 1 and June 30, 2022, with an average emergency response time of 5 minutes and 12 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 included.

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 and Procedures. **For the 2nd quarter of 2022, District employees participated in 6,350 hours of fire, rescue, and emergency medical service training.**

The Community Risk Reduction Division completed 193 fire safety inspections during the 2nd quarter of 2022. Additionally, five (5) Certificates of Occupancies were issued for businesses in the District. Also, there were nine (9) fire investigations completed during the 2nd quarter of 2022.

➤ **District Updates/Intergovernmental and News for the Second Quarter of 2022**

- The May 3, 2022, Director and General Obligation Bond election was a success. Initiative 6A authorizing the District to incur debt up to \$19,873,012 passed with a 52% for and 48% against. Mrs. Katie Maselbas was also elected to fill Mr. Walb's termed spot on the Board of Directors. Staff has been working with our Bond Counsel Kline Alvarado Veio PC, Stifel Finance, and Ireland Stapleton on the debt service disclosure and next steps in the securing the loan and interest rate. A huge thank you to Local 4123 for their assistance in campaigning for the election. Their monetary, time, and expertise with over 38,000 impressions on social media to provide election information was a great asset to all.
- Fire Chief Young and Staff continue to attend multiple Weld County meetings through the 2nd Quarter of 2022. Meetings include the Weld County Communication Board Meetings, E-911 Authority, County Workgroups, CAD Workgroups, and the Weld County Utility Board Commission as requested or required.
- Fire Chief Young and Police Chief's Norris and Angelo met on April 28 to discuss future build out of our Fire Investigation resources. Fire Chief Young shared his vision with the Police Chiefs on how all three agencies could assist each other and provide a deeper bench of specialty investigators for accidental and incendiary (arson) fires within the community. A training schedule, resource sharing, and objectives were created for the next 8 – 10 months at this time.
- Chief Young led the Weld County Fire Chief's Association E-Board meeting in April. Topic of discussion was unified Weld County Burn Bans during high-fire danger days, salary and benefits studies for Northern Colorado, training for the county agencies, dispatch changes and modifications, and special operation teams within the county and their capabilities to include upcoming regional trainings and educational opportunities.
- The Carbon Valley Emergency Management Advisory Board met in April. Topics included were current CVEMA maps and annexations, annual update from EMC Garner, upcoming law enforcement training, and fall exercise scenario and planning committee formation. Next advisory board meeting is scheduled for July 28, 2022.
- Fire Chief Young and the Town Manager of Frederick continue to meet to discuss the Station 5 property and the MOAPI in relation to the SCL land donation agreement, developer impact fees, inspection processes between the Fire District and the Town, and needs assessments for both governmental agencies moving forward.
- During the month of May, the District's annual financial audit was completed and finalized by The Adams Group LLC. The auditor will present to the Board this evening and providing feedback and answering any questions on the financial status of the District, which is strong, controlled, and viable.
- Fire Chief Young and Fire Chief Beebe (Mt. View Fire Rescue) have started preliminary discussions on boundary realignments with the two Fire District's. At this time updated maps, planned annexations, future station locations, and proposed realignments are all begin shared. More to come in the future on potential direction and resource needs.

- Fire Chief Young met with Town of Frederick's Deputy Town Manager, Director of Public Works, and the Town's Fleet Manager to discuss the Intergovernmental Agreement (IGA) between the Town and District establishing a vehicle maintenance program and sharing those cost. As the Town and District continue to grow both parties are needing to separate items from the IGA beginning in 2023. One of these is the cost share for the mechanic. The Fleet Manager believes it is time for the District to have a full-time mechanic for the District. This was planned for 2024 with the District, however, this timeline needs to be moved up a year due to workload and management of the Fire District's fleet. Fire Chief Young and the Deputy Town Manger are working on an agreement for maintenance space and bulk fluid cost sharing for 2023 and 2024 at this time.
- Fire Chief Young met with AirLife over the lease of Station 2 property. The District provided 90-day notice to AirLife to vacate the premises due to not utilizing the space for the last nine plus months. AirLife and HCA had no issues with the notice and was about to provide the District notice as well as vacating the premises as they need to construct a base in a more rural area of Northern Colorado. It has been a great relationship between the District and AirLife now for almost 14 years. Both parties are working on a communication release for the community.
- Fire Chief Young and Finance Director Cummins have completed the revisions and updates to the District's Accounting Policies and Procedures to meet the new requirements provided by the Auditor, the new bank, and the utilization of Caselle Financial Software. These procedures provide the governmental accounting requirements for the Fire Chief, Finance Director, Accounting Specialist and HR Manager in the levels of control, governance, and approval systems for all the Districts financial matters and follows governmental accounting standards utilized by the District's independent auditors. Governance of the new General Obligation Loan, Series 2022 is also provided within the manual.
- Fire Chief Young and Finance Director Cummins completed the 2022 – 2023 Salary and Benefits comparable studies from the Denver Metro area and Northern Colorado area to include over 30 agencies in order to provide current data for the upcoming salary and benefit planning for the 2023 budget. First presentations to the Board will occurred in July 2022.
- Executive Staff have completed the 10-Year Capital Infrastructure Plan for the District. Now with funding component achieved through the election. The future build out of the Fire District's infrastructure is provided for the next 10 years. We are currently modeling this plan with a sensitivity study of low, medium, and high growth components for the District. We are also comparing personnel and salary planning into the study.

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

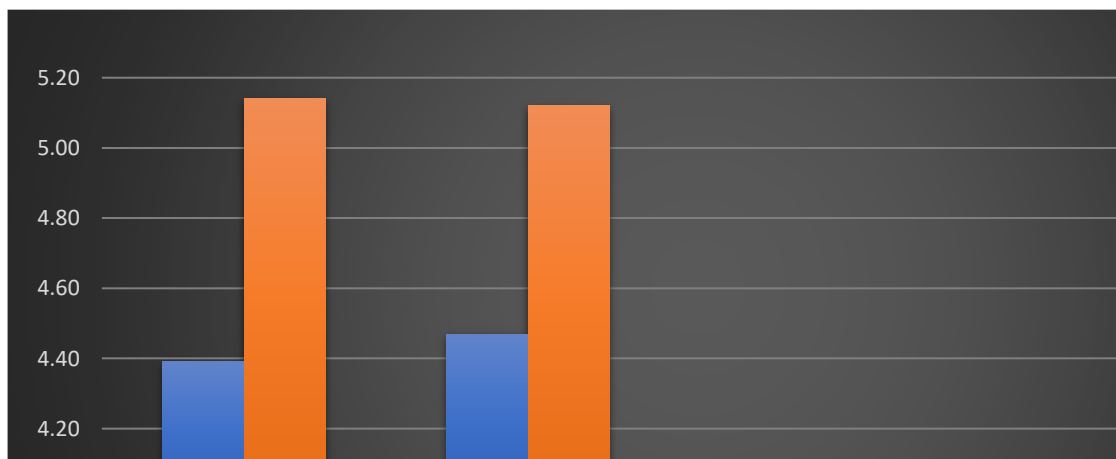
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**RESPONSE SUMMARY
April 1 – June 30, 2022**

	<u>2021</u>	<u>2022</u>
Total incidents April – June:	701	780
Total number of non-emergency response calls:	312	370
Total number of emergency response calls:	389	410
<u>Total number of patient transports by ambulance:</u>	<u>319</u>	<u>320</u>
Average response time for emergency response calls:	4.47 min	5.12 min

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



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FIRE PROTECTION
DISTRICT**



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**RESPONSE TIME OVERAGES
April 1 – June 30, 2022**

INCIDENT	DATE	ALARM TIME	RESPONSE MINUTES	EXPLANATION
District 1				
2022-00789	04/11/2022	11:31	7	Primary unit in training/meeting
2022-00879	04/21/2022	10:16	8	Distance only no outside factors
2022-01014	05/05/2022	13:56	7	Distance only no outside factors
2022-01214	05/30/2022	18:56	8	Multiple calls for service
2022-01239	06/03/2022	00:45	7	Distance only no outside factors
2022-01374	06/19/2022	16:21	8	Multiple calls for service
District 2				
2022-00699	04/01/2022	19:58	7	Distance only no outside factors
2022-00708	04/02/2022	19:23	9	Distance only no outside factors
2022-00742	04/06/2022	03:15	7	Distance only no outside factors
2022-00756	04/08/2022	08:32	7	Distance only no outside factors
2022-00760	04/08/2022	14:07	8	Distance only no outside factors
2022-00772	04/09/2022	22:46	9	Distance only no outside factors
2022-00914	04/25/2022	08:46	7	Primary unit in training/meeting
2022-00966	04/30/2022	12:07	7	Distance only no outside factors
2022-00971	05/01/2022	02:38	7	Distance only no outside factors
2022-00986	05/02/2022	18:18	9	Primary unit in training/meeting
2022-01203	05/28/2022	22:58	7	Distance only no outside factors
2022-01219	05/31/2022	23:23	9	Response and access to I-25 traffic
2022-01281	06/09/2022	10:23	7	Distance only no outside factors
2022-01318	06/13/2022	01:18	8	Multiple calls for service
2022-01414	06/24/2022	13:24	8	Multiple calls for service
District 3				
2022-00754	04/08/2022	04:58	8	Speed control/school zone
2022-00807	04/14/2022	02:39	8	Distance only no outside factors
2022-00853	04/18/2022	21:47	10	Dispatch alert/address issue
2022-00912	04/25/2022	05:06	9	Distance only no outside factors
2022-00928	04/26/2022	01:45	8	Speed control/school zone
2022-01021	05/06/2022	07:23	8	Distance only no outside factors
2022-01024	05/06/2022	12:23	9	Multiple calls for service
2022-01090	05/14/2022	18:53	9	Multiple calls for service
2022-01132	05/19/2022	01:59	8	Distance only no outside factors
2022-01199	05/28/2022	17:27	7	Dispatch alert/address issue
2022-01280	06/09/2022	01:04	9	Distance only no outside factors
2022-01317	06/12/2022	23:30	10	Road conditions - construction
2022-01456	06/29/2022	11:33	7	Primary unit in training/meeting
District 4				
2022-00818	04/15/2022	10:37	7	Primary unit in training/meeting
2022-01077	05/13/2022	11:28	8	Distance only no outside factors
2022-01381	06/20/2022	19:29	8	Distance only no outside factors
2022-01464	06/30/2022	14:00	9	Distance only no outside factors

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



**OPERATIONS SECTION
TRAINING DIVISION**

Office: 303.833.2742

Fax: 303.833.3736

E-Mail: bjoseph@fffd.us

TRAINING SUMMARY
April 1 – June 30, 2022

Total Fire Training April-June: 5,496 Hours

Total EMS Training April-June: 854 Hours

Overview of Training Events:

- Training Division working on multiple goals for the strategic plan.
- All members completed Monthly Emergency Medical Education and Training with the District's Medical Director.
- All members completed Engine Company Operations drills.
- All members completed RT-130 Wildland Fire field day.
- Four members attended Driver Operator academy and passed state practical.
- Two Paramedics are field instructors for Saint Anthony's paramedic students.
- Two members attended Fire Department Instructor Conference.
- One member completed District sponsored paramedic school.
- Assessment Center completed for 22-01 new-hire candidates.
- Two members attended Colorado Task Force 1 training.
- All officers attended quarterly officer meeting led by the Fire Chief.
- One member attended Colorado Oil/Gas symposium.
- Four members attended Community Risk Reduction Conference.
- All members completed live fire training with Platteville-Gilcrest Fire and Front Range Fire Rescue.
- All members completed Swiftwater training at the St. Vrain State Park.
- Two members obtained Swiftwater Rescue Tech. 1&2 certification.
- Three members attended Fire Investigation Technician certification training.
- Two members attended the state Fire Officer-II course.
- Two members attended Arvada Fire's Auto-X training.
- Four members completed Blue Card certification renewals.
- Two members completed Advanced Cardiac Life Support renewals.
- Multiple members instructed throughout the CO National Fire Academy week.
- All members completed the IAFC/IAFF 2022 Safety Stand Down.
- All members completed Hazmat Operations and Technician training.
- One member attended 80-hour Hazmat Technician class.
- One member attended National Fire Academy in Emmitsburg, Maryland.
- Peer Support Team members attended training with Building Warriors.
- Peer Support Team members attended quarterly North Area Team training.
- Multiple EMT FI's and one medic FI completed, one medic FI began.
- Multiple members completed annual sawyer training at St. Vrain State Park.
- Multiple state written exams scheduled and completed.
- Training Division members attended multiple Local, County and State meetings.

**FREDERICK-FIRESTONE
FIRE PROTECTION
DISTRICT**



**ASSISTANT CHIEF OF
PLANNING**

Office: 303.833.2742

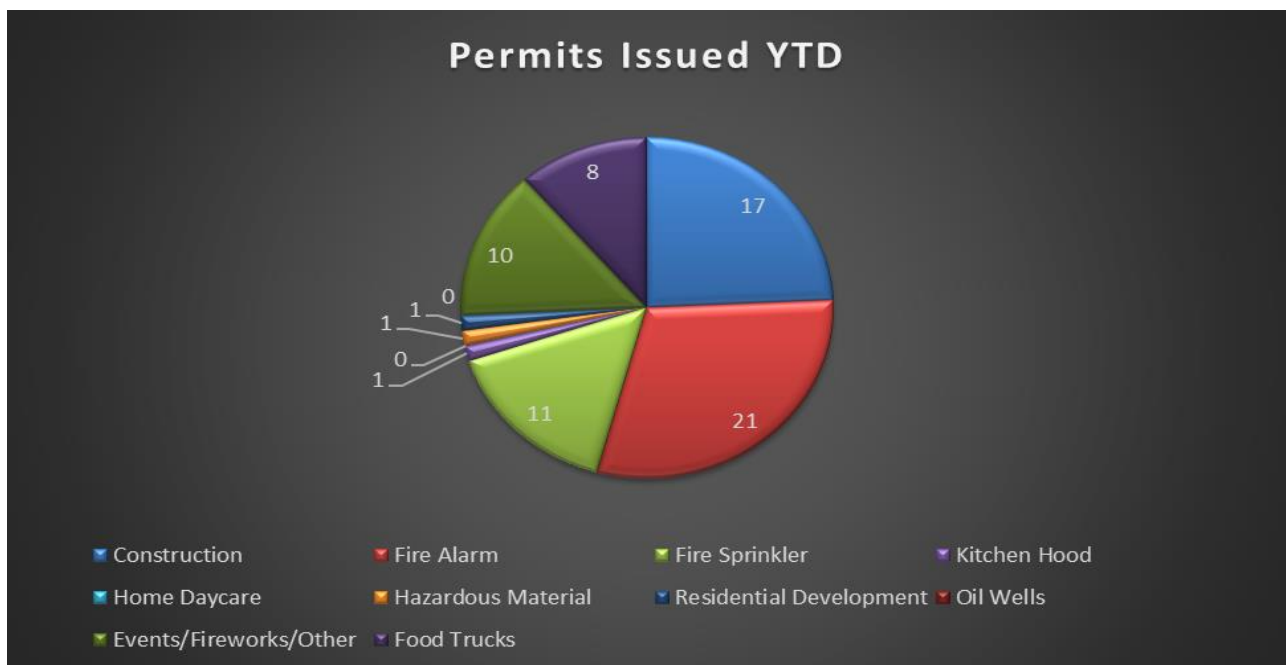
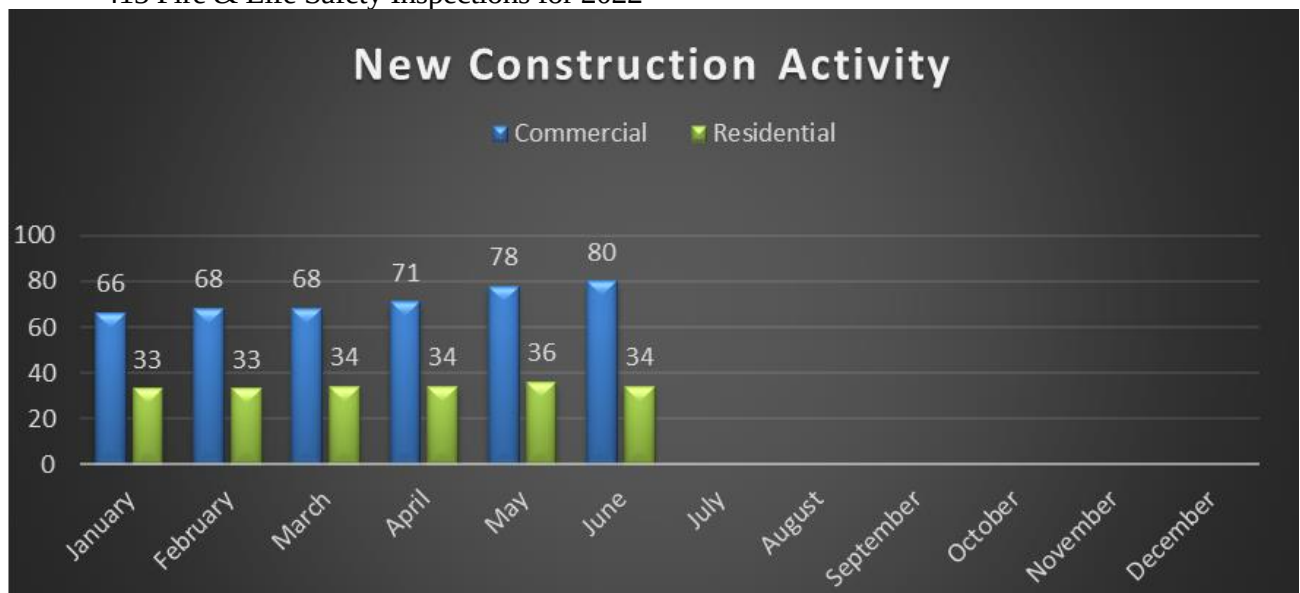
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**PLANNING SECTION SUMMARY
April 1 – June 30, 2022**

Annual Fire & Life Safety Inspections

- 193 Fire & Life Safety Inspections during the 2nd quarter,
- 415 Fire & Life Safety Inspections for 2022



Certificate of Occupancy Inspections and completed projects April through June

- Greenwood Mortuary
- Benchmark Dental
- Quick Trip
- RLW Flex Industrial
- The Tree Farm

Fire Investigations April through June

- Three (3) Vehicle Fires
- Four (4) Home - Structure Fires
- One (1) Fence with home slight damage
- One (1) Dumpster Fire
- One (1) Brush fire with damaged property

Youth Firesetter Program April through June

- There were no new YFS cases during the second quarter

Community Outreach Programs / Pub Ed April through June

- Completed CPR/AED/Basic First Aid Training for the Carbon Valley Library Staff.
- Hosted Community CPR Class for 24 residents at the Administration Building.
- Presented Fire Prevention and Safety at Ohana Montessori Preschool in Frederick.
- Third grade station tours for Thunder Valley K-8 at Fire Station 1
- Attended Carbon Valley Chamber of Commerce Annual Awards Dinner.
- Escorted 400 kids through our Fire Safety House with B-Shift at the Carbon Valley Rotary Easter Egg Hunt.
- Finalized 2021 Annual Report – on website and in print.





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.

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. 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 respect 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.

Organizational Motto

"Leading Together, By Serving Together"