



BOARD OF TRUSTEES
SPECIAL MEETING AGENDA

November 16, 2022
6:00 PM
9900 Park Avenue
Firestone, Colorado

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 November 9, 2022 Meeting Minutes
6. **Discussion/Action**
 - a. **PUBLIC HEARING: Resolution 22-125:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING A BUDGET FOR THE FISCAL YEAR OF 2023 AND APPROPRIATING SUMS FOR AND DEFRAYING THE EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 IN ACCORDANCE WITH THE STATUTES OF THE STATE OF COLORADO.
 - b. **Resolution 22-126:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW FOR THE 2023 FISCAL YEAR.
 - c. **Resolution 22-127:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT REGARDING FIRE SERVICES.
7. **Adjournment**

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

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

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

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

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
November 9, 2022

1. Call to Order & Roll Call

The Town of Firestone met for a Regular Meeting on November 9, 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; Christine Morrison, Accounting Division Manager; Julie Pasillas, Director of Public Works; Marty Ostholhoff, Planning Manager; David Angelo, Chief of Police; Jessica Koenig, Town Clerk; AJ Krieger, Town Manager; Ivy Pitts, Administrative Operations Coordinator in Administration; & William Hayashi, Town Attorney

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

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

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

Lou Matthews, a Firestone resident, commented publicly on the Board of Trustee's duties and the town's expenses.

Bobby Matthews, a Firestone resident, gave a public comment regarding the town's water expenditures.

Pat Conner, a Firestone resident, gave public comment with regard to the water rates.

Becky Duckworth, a Firestone resident, commented on the Town's budget spending.

5. Consent Agenda

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

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

- a. Approval of October 26, 2022 Board of Trustees Meeting Minutes
- b. **Resolution 22-124:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE LASERFICHE EXPANSION ORDER ADDENDUM NO. 12 TO THE MASTER SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCCi LLC
- c. **Resolution 22-122:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE TOWN'S PUBLIC WORKS DEPARTMENT'S PURCHASE OF LIGHTS FOR SETTLERS PARK
- d. **Resolution 22-118:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE CHARTER ACADEMY.
- e. **Resolution 22-120:** AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST VRAIN VALLEY SCHOOL DISTRICT RE-1J REGARDING A JOINT SCHOOL RESOURCE OFFICER PROGRAM.

6. Proclamation

Mayor Peterson presented a proclamation recognizing November 2022 as National American Indian Heritage Month.

- a. Proclamation Recognizing November 2022 as National American Indian Heritage Month

7. Presentation

- a. Welcome Back from Deployment - Officer Mike Ream

8. Land Development

- a. **PUBLIC HEARING: Resolution 22-121:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, APPROVING WITH CONDITIONS A SPECIAL REVIEW USE APPLICATION TO OPERATE A SENIOR FACILITY ON REAL PROPERTY LOCATED AT 151 GRANT AVENUE, WITHIN THE TOWN OF FIRESTONE

Mayor Peterson opened the public hearing for Resolution 22-121 at

6:52 PM. Marty Ostholhoff, Planning Manager, presented to the Board

of Trustees.

Dean Rummel, executive director of Carbon Valley Parks and Recreation District, the applicant, presented desired building improvements to the Board of Trustees.

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

Trustee Sharp spoke in regard to the parking lot and shared space.

Trustee Holcomb questioned what the next steps in this process would look like.

Marty Ostholhoff, Planning Manager, explained the next steps in the process.

Motion by Trustee Sharp, **second** by Trustee Conyac, to Approve **PUBLIC HEARING: Resolution 22-121:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, APPROVING WITH CONDITIONS A SPECIAL REVIEW USE APPLICATION TO OPERATE A SENIOR FACILITY ON REAL PROPERTY LOCATED AT 151 GRANT AVENUE, WITHIN THE TOWN OF FIRESTONE

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

9. Discussion/Action

- a. **Resolution 22-119:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE, THE TOWN OF FREDERICK, THE CITY OF DACONO, AND THE TOWN OF MEAD FOR A CARBON VALLEY MEAD SHARED VICTIM ASSISTANCE UNIT.

Motion by Trustee Conyac, **second** by Trustee Jimenez, to Approve **Resolution 22-119**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE, THE TOWN OF FREDERICK, THE CITY OF DACONO, AND THE TOWN OF MEAD FOR A CARBON VALLEY MEAD SHARED VICTIM ASSISTANCE UNIT.

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

- b. **Ordinance 1021**: AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF FIRESTONE, COLORADO, WATER ENTERPRISE REVENUE BONDS, SERIES 2022; PROVIDING FOR THE SOURCE OF PAYMENT OF SUCH BONDS, AND PROVIDING OTHER DETAILS CONCERNING THE BONDS AND THE TOWN'S WATER SYSTEM.

Motion by Trustee Doherty, **second** by Trustee Jimenez, to Approve **Ordinance 1021**: AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF FIRESTONE, COLORADO, WATER ENTERPRISE REVENUE BONDS, SERIES 2022; PROVIDING FOR THE SOURCE OF PAYMENT OF SUCH BONDS, AND PROVIDING OTHER DETAILS CONCERNING THE BONDS AND THE TOWN'S WATER SYSTEM.

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Jimenez, Trustee Doherty, Trustee Sharp

No: Matt Holcomb

Abstain: None

Motion carried

- c. **Resolution 22-123**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES FOR THE TOWN'S PUBLIC WORKS DEPARTMENT

Motion by Trustee Doherty, **second** by Trustee Whelan, to Approve **Resolution 22-123**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES FOR THE TOWN'S PUBLIC WORKS DEPARTMENT

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

- d. Cancel November 23, 2022 and December 28, 2022 Board of Trustees Meeting

Motion to Cancel November 23, 2022 and December 28, 2022 Board of Trustees Meeting, All in Favor, **Motion carried**.

e. 2023 Budget Review

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

Becky Duckworth, a Firestone resident, gave public comment in regard to the town's plan to begin paying the town's debt.

11. Reports

a. Staff

11.a.i. 3rd Quarter Financial Update

b. Mayor

c. Trustees

Trustee Conyac thanked the public works department and AJ for completing Neighbor's Point Park.

Trustee Jimenez reported on the new amenity at the Sports Complex that is being widely used.

Trustee Sharp thanked the Town on behalf of the Saddleback Heights HOA for working together.

12. Executive Session

- a. Pursuant to Colorado Revised Statutes section 24-6-402(4)(a), for the potential purchase or acquisition of water rights, and pursuant to Colorado Revised Statutes section 24-6-402(4)(e)(I), for the purposes of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators regarding water resources.

Opened: 9:21 PM

Closed: 10:05 PM

13. Adjournment

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

Introduced and Approved the 16 of November 2022.

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew Peterson, Mayor

Miriam Luna G., Deputy Town Clerk

DRAFT

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Discussion/Action

Meeting Date: November 16, 2022

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

PUBLIC HEARING: Resolution 22-125: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING A BUDGET FOR THE FISCAL YEAR OF 2023 AND APPROPRIATING SUMS FOR AND DEFRAYING THE EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 IN ACCORDANCE WITH THE STATUTES OF THE STATE OF COLORADO.

SUMMARY

Staff presented the 2023 Preliminary Budget to the Board of Trustees at the Work Sessions on September 21st, October 19th, and at the regular meetings on September 28th, and November 9th, 2022. No changes have been made since the November 9th meeting.

HISTORY AND PREVIOUS BOARD ACTION

Public notice was published in the Longmont Times-Call on November 2, 2022, stating that the Proposed 2023 Budget would be available for review at the Town Clerk's Office. In addition, it stated that public comment and review would take place at the November 16th, 2022, Board meeting and, pending Board approval, that it would be adopted at that same Board meeting.

RECOMMENDATION

Staff recommends approval of Resolution 22-125

ALTERNATIVES

State law requires the adoption of an annual budget

ATTACHMENTS

1. 2023 Budget Adoption

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 22-125

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING A BUDGET FOR THE FISCAL YEAR OF 2023 AND APPROPRIATING SUMS FOR AND DEFRAYING THE EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 IN ACCORDANCE WITH THE STATUTES OF THE STATE OF COLORADO.

WHEREAS, the Board of Trustees of the Town of Firestone has directed the Town Manager to prepare and submit a proposed budget to the Board of Trustees; and

WHEREAS, the Town Manager has submitted a final proposed budget to the Board of Trustees on November 16, 2022 for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, the proposed budget was open for inspection by the public and the public was given the opportunity to file or register any objections to the proposed budget at the Public Hearing held on November 16, 2022; and

WHEREAS, in accordance with Article X, Section 20 of the Colorado Constitution, approved by the voters on November 3, 1992, an “Amendment One Emergency Reserve” is included in the budget in a total amount estimated to equal three percent (3%) of the Town’s fiscal year spending excluding bonded debt service; and

WHEREAS, whatever increases may have been made in expenditures, like increases were added to the revenues, so that the budget remains in balance as required by law.

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

Section 1. That the budget as submitted, and attached hereto and made a part of this Resolution, is, hereby approved and adopted as the budget of the Town of Firestone for the fiscal year beginning on the first day of January 2023 and ending on the last day of December 2023.

Section 2. That the Town Clerk shall in accordance with C.R.S. 29-1-113 cause a certified copy of the budget to be filed in the States Division of Local Government in the Department of Local Affairs.

INTRODUCED, READ AND ADOPTED this 16th day of November, 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Acting Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.b

Discussion/Action

Meeting Date: November 16, 2022

Initiated By: Jessica Clanton

Dept: Finance

AGENDA TITLE

Resolution 22-126: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW FOR THE 2023 FISCAL YEAR.

SUMMARY

Staff presented the 2023 Preliminary Budget to the Board of Trustees at the Work Sessions on September 21st, October 19th, and at the regular meetings on September 28th, and November 9th, 2022. No changes have been made since the November 9th meeting.

HISTORY AND PREVIOUS BOARD ACTION

Public notice was published in the Longmont Times-Call on November 2, 2022, stating that the Proposed 2023 Budget would be available for review at the Town Clerk's Office. In addition, it stated that public comment and review would take place at the November 16th, 2022, Board meeting and, pending Board approval, that it would be adopted at that same Board meeting.

RECOMMENDATION

Staff recommends approval of resolution 22-126

ALTERNATIVES

State law requires the adoption of an annual budget

ATTACHMENTS

1. Reso 2023 Budget Fund Allocation

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 22-126

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW FOR THE 2023 FISCALYEAR.

WHEREAS, the Board of Trustees of the Town of Firestone adopted the 2023 budget in accordance with the Local Government Budget Law, on November 16, 2022; and

WHEREAS, the Board of Trustees has made provision therein for revenues in an amount equal to total proposed expenditures as set forth in the budget; and

WHEREAS, it is required by law but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, so as not to impair the operation of the Town.

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

Section 1. That the following sums are hereby appropriated from the revenues of each fund, for the purposes stated:

General Fund	\$ 19,462,505
Capital Projects Fund	\$ 10,080,119
Debt Service Fund	\$ 2,349,439
Conservation Trust Fund	\$ 225,000
Firestone Urban Renewal Authority – Southern	\$ 292,819
Firestone Urban Renewal Authority – Northern	\$ 3,906,992
Firestone Urban Renewal Authority – Central	\$ 3,264,668
Firestone Urban Renewal Authority – Big Horn	\$ 3,647,687
Water Fund	\$ 16,654,312
Stormwater Fund	\$ 1,197,781
<u>Total Appropriations & Transfers:</u>	<u>\$ 61,081,322</u>

INTRODUCED, READ AND ADOPTED this 16th day of November, 2022.

TOWN OF FIRESTONE, COLORADO

By:

Drew Alan Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Acting Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.c

Discussion/Action

Meeting Date: November 16, 2022

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Resolution 22-127: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT REGARDING FIRE SERVICES.

SUMMARY

The ten-year Intergovernmental Agreement (IGA) outlines the Fire Services provided by Frederick-Firestone Fire Protection District, including:

- Emergency Medical Services
- Fire Services
- Fire code enforcement
- Plan review, permitting, and inspections to ensure Fire Code compliance

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of Resolution authorizing execution of the Intergovernmental Agreement.

ALTERNATIVES

ATTACHMENTS

1. Fire Protection Dist IGA RESO
2. IGA Frederick- Firestone Fire Protection District 11-16-2022

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 22-127

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE
FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT REGARDING FIRE
SERVICES**

WHEREAS, the Town of Firestone ("Firestone") is authorized pursuant to C.R.S. 31-15-101 and 31-15-601 to provide Fire Services as defined in the attached Intergovernmental Agreement within its boundaries; and

WHEREAS, the Fredrick-Firestone Fire Protection District ("Fire District") is a Special District organized and existing pursuant to C.R.S. 32-1-101 et seq. which is authorized to provide Fire Services within and outside of its boundaries; and

WHEREAS, pursuant to C.R.S. 29-1-203 Firestone and the Fire District may contract with one another to provide any service which a party is lawfully authorized to provide; and

WHEREAS, the parties desire to have the Fire District provide Fire Services within the boundaries of Firestone subject to the terms and conditions of an Intergovernmental Agreement as agreed upon by the parties.

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

The Intergovernmental Agreement between the Town of Firestone and the Frederick-Firestone Fire Protection District regarding Fire Services, is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Intergovernmental Agreement on behalf of the Town of Firestone.

INTRODUCED, READ AND ADOPTED this ____ day of November 2022.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Gonzalez, Acting Town Clerk

William P. Hayashi, Town Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT
AND THE TOWN OF FIRESTONE REGARDING FIRE SERVICES**

THIS AGREEMENT is made and entered into this 16th day of November, 2022, by and between the Frederick-Firestone Fire Protection District (the "Fire District"), a special district organized and existing pursuant to §32-1-101, C.R.S., et seq. (the "Special District Act") and the Town of Firestone (the "Town"), a Colorado statutory town, collectively referred to as the "Parties."

A. RECITALS

WHEREAS, the Fire District and the Town have a common and compelling public safety interest to provide and plan for Fire Services (as defined by Section B(1)(a), below) for the existing and future property owners and residents within their respective jurisdictions; and

WHEREAS, The Fire District and the Town also have a common and compelling interest in the investigation and prosecution of arson; and

WHEREAS, pursuant to the Special District Act, the Fire District provides Fire Services to all areas within its boundaries and is authorized to provide Fire Services outside its boundaries; and

WHEREAS, pursuant to §31-30-101 and §31-15-601, C.R.S., the Town is authorized to provide Fire Services within its municipal boundaries; and

WHEREAS, pursuant to §29-1-203, C.R.S., the Fire District and the Town may contract with one another to provide any function, service, or facility lawfully authorized to be provided by the Fire District or the Town; and

WHEREAS, the area presently located within the boundaries of the Town is located within the boundaries of the Fire District; and

WHEREAS, both the Town and the Fire District have adopted the International Fire Code, as amended (IFC), and the Parties agree that the Fire District shall be the exclusive jurisdiction having authority to enforce the International Fire Code as adopted by the Town in those areas located within the boundaries of the Town, including any areas annexed to the Town; and

WHEREAS, the Fire District has the authority to administer and enforce the Fire Code adopted by the Fire District and/or the County in which it is located with respect to areas located within the boundaries of the Fire District but outside the boundaries of the Town; and

WHEREAS, the Town has annexed, and reasonably believes that in the future it will annex land currently located outside the boundaries of the Fire District, and the Town desires that the Fire District provide Emergency Services to all areas located within the boundaries of the Town

to avoid administrative difficulties, inefficiencies and possible inconsistent application of the Town's adopted fire code and emergency services within the boundaries of the Town; and

WHEREAS, the Fire District is willing to commit to provide high quality Fire Services to all areas located within the boundaries of the Town, as such boundaries may be altered from time to time by annexation or otherwise; and

WHEREAS, the Parties agree that coordinated emergency services through the Fire District and Town's implemented emergency management plan will promote efficient delivery of services during a disaster emergency; and

WHEREAS, the Parties agree that establishing mutual boundaries between the Fire District and the Town is in the best interest of both Parties and will promote the efficient provision of Fire Services and the public safety and welfare; and

WHEREAS, the Parties agree that it is in their best interests to create an atmosphere conducive to a healthy economy, and that cooperation between the Parties will enhance opportunities for economic development; and

WHEREAS, the Fire District and the Town agree that it is in the best interests of the Parties, and will promote the public safety and quality of life of their current and future residents and property owners, to provide for cooperative efforts by both the Town and the Fire District for the provision of uniform Fire Services, consistent enforcement of the International Fire Code, coordinated emergency medical services, and efficient and effective arson investigation and prosecution throughout the Fire District and the Town.

NOW, THEREFORE, in consideration and incorporation of the foregoing Recitals, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties the Town and the Fire District agree as follows:

B. AGREEMENT

1. **DEFINITIONS.** For purposes of this Agreement the following definitions shall apply:

a. "Fire Services" refers to all proper and mandated services, functions, and activities of a fire protection district as authorized in the Colorado Revised Statutes including, without limitation, fire suppression, fire, and life-safety prevention, related investigatory activities, rescue, hazardous materials services, emergency medical services transport, emergency management, community risk reduction, enforcement and administration of the Fire Code adopted by the Town. The Fire District and the Town may, as necessary and appropriate, use mutually agreed upon and nationally recognized standards to enforce within the Town the Fire Code adopted by the Town.

b. "Fire Code" refers to i) the current edition of the International Fire Code adopted by the Town, together with any modifications or amendments thereof, and successor fire codes

adopted by the Fire District, which shall be adopted by the Town; and ii) nationally recognized standards for interpreting and enforcing the Fire Code.

2. BEST REASONABLE EFFORTS FOR ANNEXATION AND INCLUSION OF LAND. The Town and the Fire District agree that each shall use its best reasonable efforts to include within the boundaries and jurisdiction of the Fire District (a) all land that is not presently within the boundaries and jurisdiction of the Fire District and is now within the boundaries of the Town; and (b) all land that is not presently within the boundaries of the Town, but that is hereafter annexed by the Town.

3. COOPERATION AND ALLOCATION OF COSTS.

a. The Town and the Fire District shall each assist the other and cooperate fully in all respects to undertake and pursue to conclusion all actions and legal proceedings, including appellate proceedings, which are necessary or desirable in order to accomplish the inclusion of land into the Fire District pursuant to this Agreement.

b. The Fire District shall pay and indemnify the Town for and against the cost of any fire-related or emergency services-related facilities or improvements (for example, fire stations) for which the Town is required to pay incident to the exclusion of property from another fire district, pursuant to this Agreement.

c. The Fire District shall pay all costs incurred by the Fire District in conforming its boundaries to the Town's boundaries pursuant to this Agreement. Except for fees incurred by the Town attorney, the Fire District shall also indemnify, defend, and pay the Town with respect to all other costs and expenses, including but not limited to consultants' fees, costs and expenses related to the exclusion of property from another fire district and corresponding inclusion into the Fire District, whether incident to initial implementation of this Agreement or any future annexation of property by the Town.

4. FIRE SERVICES AND TRAINING STANDARDS. The Fire District shall be responsible for establishing Fire Services and training standards within its jurisdiction, including any areas within its jurisdiction that are located within the Town's boundaries. The Town shall, subject to the provisions hereof and to the extent allowed by law, cooperate with and assist the Fire District in providing consistent levels of Fire Services to all land served by the Fire District that is also within the Town.

a. The training standards adopted by the Fire District shall at all times meet or exceed the national training standards for firefighters promulgated by the National Fire Protection Association ("NFPA") and the National Registry of Emergency Medical Technicians (NREMT) and any State training requirements for firefighters and emergency medical personnel.

b. The Fire District's vision and mission of emergency response times to all areas within the Town's boundaries is to meet or respond within a 5.5-minute response time for an Effective Response Force (ERF) on a priority emergency alarm within the Town's boundaries. As the Town continues to grow and expand its boundaries, this metric cannot always be obtained until future fire stations and personnel are provided within the new growth area. For the purpose of this

Agreement, the Fire District shall follow the National Fire Protection Association's (NFPA) designated standard of 8 minutes on at least 90% of emergency alarms as a benchmark goal for the arrival of an Effective Response Force. For this Agreement, the term "Effective Response Force" shall mean the Fire District's emergency response vehicle and personnel designated by the Fire District to respond to the incident. Response times shall be calculated from the Fire District's receipt of the initial dispatch tone from the Dispatch Center to when the District's emergency response vehicle and personnel arrive at the scene of the incident.

c. Once each calendar year, normally before the end of the second quarter the Fire District shall deliver to the Town a State of the Fire District presentation. The presentation may include Fire District Response Capabilities, Performance and System Resilience, Risk Assessment Data, Training Performance, Community Safety and Education, and District Evaluation by Outside Agencies and other activities the Fire District deems necessary.

5. **EMERGENCY MEDICAL SERVICES.** As part of the Fire Services, it is obligated to provide under this Agreement, the Fire District shall provide emergency medical services-- including Basic Life Support (BLS) and Advanced Life Support (ALS) medical care-- and emergency transport services (collectively "Emergency Medical Services") to all areas within the Town's boundaries. The Fire District may, in the exercise of its best judgment, provide the Emergency Medical Services within the Town's boundaries through a contract or intergovernmental agreement with a separate ambulance district or a private medical service provider, or the Fire District may provide the Emergency Medical Services directly, through its own equipment and personnel; provided, however, that any such contract or intergovernmental agreement, and any amendment thereof, shall be submitted to the Town for its review and comment at least fifteen (15) days prior to execution, and provided, further, that the Fire District shall take all steps necessary to insure that at all times there is sufficient medical equipment and trained, qualified medical personnel to meet the Emergency Medical Service standards established herein and otherwise to meet the needs of the citizens within the Town and individuals passing through the Town.

6. **OBLIGATION TO PROVIDE FIRE SERVICES.** The Fire District understands and agrees that it is legally obligated to provide Fire Services to all property currently within the Town, and all property that may in the future be annexed to the Town. The Fire District agrees the Fire Services it provides to all property within the Town shall be comparable to, or better than, the Fire Services it currently provides to all other property within its jurisdiction. The Fire District's agreement to provide Fire Services to all property within the Town is not contingent upon inclusion of the property into the Fire District.

7. **NO EFFORT TO EXCLUDE PROPERTY FROM THE FIRE DISTRICT.** The Fire District and the Town understand that the Fire District's current operational status, including its present facilities, equipment, and personnel, is designed primarily to provide Fire Services within the Fire District's boundaries as they exist as of the date of this Agreement. It also is understood and agreed that the Fire District's ability to provide Fire Services to property annexed to the Town in the future may require the Fire District to expand or change the nature of the Fire District's facilities, equipment, and personnel. Regardless, the Fire District shall use its best efforts

to meet all future Fire Services needs and the Town shall, to the extent allowed by law and subject to the provisions hereof, cooperate with and assist the Fire District in meeting those needs.

8. **CODE DEVELOPMENT AND ENFORCEMENT AUTHORITY.** The Fire District understands and agrees that it is legally obligated to enforce the Fire Code with respect to all property currently within the Town, and all property that may in the future be annexed to the Town. The Fire District's agreement to enforce the Fire Code with respect to all property within the Town is not contingent upon inclusion of the property into the Fire District. The Fire District shall be the exclusive jurisdiction having authority to enforce the Fire Code within the Town's boundaries. To assure uniformity in code interpretation and enforcement, the Town and the Fire District will work together to review, develop, and amend the Fire Building, Plumbing Mechanical, Electrical, and Life-Safety, Codes adopted by, and enforced within, the Town. Nothing herein shall be construed to affect or limit the authority of the Town to determine the final form and substance of the above referenced Codes to be adopted and enforced within the Town. Upon the Town's adoption of an annual inspection program, the Fire District and the Town's Building Department shall jointly schedule and provide annual business and life safety inspections for all public buildings within the Town.

9. **PLAN REVIEWS, PERMITS, AND INSPECTIONS.** In order to assure that all existing and new buildings, facilities, and property within the Town are constructed, developed, and maintained in accordance with the Fire Code, the Town, with the assistance of the Fire District, will continue all plan review and building inspection processes that assures that all proposals for modification to or renovation of existing non-residential properties, facilities or buildings, and any new construction or development of non-residential properties, shall be reviewed by, and subject to the approval of, the Fire District before issuance of a building permit and Certificate of Occupancy, as appropriate. The Town, with the assistance of the Fire District, will continue their plan review and building inspection process that assures that all proposals for modification to or renovation of existing residential properties, facilities or buildings, and any new construction or development of residential properties, that involve fire suppression/prevention issues (such as residential fire sprinkler systems), or other Fire Code issues, shall be reviewed by, and subject to the approval of, the Fire District before issuance of a building permit and Certificate of Occupancy, as appropriate. It is acknowledged that the issuance and withholding of permits shall be in accordance with the Fire Code. The Town and the Fire District shall strive to meet four times a year for cross training, Code development and enforcement training as a mutual benefit to the Town's Building Inspection staff and the Fire District inspection staff.

10. **REQUIRING INCLUSION OF REAL PROPERTY AS A CONDITION OF ANNEXATION.** During the term of this Agreement, the Town shall require, to the extent legally possible and as a condition of annexation, that the landowner, developer or other individual or entity seeking annexation of real property to agree to petition the Fire District to include the real property into the Fire District's jurisdiction within 90 days of the real property being annexed to the Town. The Town and Fire District will assist the property owner, developer or other individual or entity to include the real property into the Fire District's jurisdiction.

11. **PROVISION OF FIRE SERVICES OUTSIDE THE FIRE DISTRICT'S BOUNDARIES.** The Fire District agrees the Town is not required to compensate the Fire District

for Fire Services the Fire District is required by this Agreement to provide to property within the Town but not within the Fire District's jurisdiction. Similarly, the Town is not required to compensate the Fire District for Fire Services rendered pursuant to any mutual aid or automatic aid agreements it may have with any other governmental entity. The Town understands and agrees that the Fire District may charge fees for services provided to property and citizens within the Town but outside the Fire District's jurisdiction pursuant to C.R.S. §32-1-1001(k).

12. **FIRE CODE ENFORCEMENT.** The Town will assist the Fire District in enforcing the Town's Fire Code within the Town's jurisdiction. As provided in the Special District Act, the Fire District shall refer a code violation or a suspected arson to the Town Attorney for prosecution in Municipal Court, or to the District Attorney for prosecution in the County or District Courts. The Town may also request that the Fire District prosecute an enforcement action in District Court, utilizing the District's legal counsel

13. **STRATEGIC PLANNING.** In order to better perform their obligations under this Agreement, the Town and the District shall work together and conduct long-range strategic planning for the District's provision of Emergency Services within the Town, including the identification of additional fire station locations. Whenever practicable, the Town may assist the District in securing property that has been mutually identified for a fire station location. The Parties will make every effort to include each other in any long-range planning sessions on topics of special concern to the Parties. When applicable, the Town may assist the District with Impact Fee schedules to assist in the allocation of fire stations and other Fire Services infrastructure.

14. **COOPERATIVE ARSON INVESTIGATIONS.** The Parties agree to cooperate in investigating all fires of suspicious origin. The Fire District shall determine the cause and origin of all fires. Immediately upon determining that a fire is of suspicious origin, the Fire District shall preserve the scene and shall present the facts of its investigation to the Police Department, which shall have primary responsibility for investigation of the case with the assistance of the Fire District.

15. **DISASTER EMERGENCY SERVICES.** The Fire District shall assist the Town in providing for disaster preparedness through the Carbon Valley Emergency Management Agency (CVEMA). The Parties shall by separate written agreement provide for cooperation in disaster prevention, preparedness, response, and recovery within the CVEMA.

16. **RESERVATION OF RIGHTS.** Nothing in this Agreement shall prevent the Fire District from including within its jurisdiction property not within the Town's jurisdiction. Similarly, nothing in this Agreement shall prevent the Town from annexing property that lies outside the Fire District's jurisdiction; however, each party recognizes and agrees that each shall first satisfy itself that it has complied with the terms and intent of this Agreement prior to proceeding with annexation or inclusion of property that will not be included or annexed into the jurisdiction of the other

17. **TERM AND EXTENSION OF AGREEMENT.**

a. The term of this Agreement shall be ten (10) years.

b. This Agreement shall automatically renew for two (2) subsequent periods of ten (10) years after the initial ten (10) year term of this Agreement, unless the Fire District or the Town shall give written notice of intent not to renew a minimum of one (1) year prior to the expiration of a term including, as applicable, the initial term and any renewal term. Failure by either Party to give written notice shall operate as a renewal only for the term immediately following, and not any subsequent terms. Either party may terminate this Agreement at any time upon one-year advance written notice to the other party.

18. SEVERABILITY.

a. If any portion of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unconstitutional, such determination shall not affect the validity of the remainder of the Agreement.

b. If the validity, legality or constitutionality or performance of any portion of this Agreement shall be impeded or otherwise affected by any change in pertinent law or order of court, it is the desire and intent of the Parties to perform and comply with this Agreement as nearly as possible according to its spirit and expressed intent until the parties agree to changes consistent with and in accordance with the change in law or Court order, as applicable.

19. PLANNING FOR PERFORMANCE. The Fire District and the Town each acknowledge and understand that the other will henceforth engage in financial and other necessary planning and will otherwise act in expectation of and reliance upon complete good faith, cooperation, and reasonable performance of the terms of this Agreement by the other.

20. AMENDMENT. This Agreement may only be modified or amended by written agreement duly signed by both Parties.

21. BINDING EFFECTS. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors, and assigns.

22. NOTICES. Any notice required hereunder shall be in writing and shall be sufficient if deposited in the United States mail, postage prepaid to:

District: Fire Chief
Frederick-Firestone Fire Protection District
8426 Kosmerl Place
PO Box 129
Frederick, Colorado 80530

Town: Town Manager
Town of Firestone
9950 Park Avenue
Firestone, Colorado 80504

Such notice shall be deemed to have been given when deposited and postmarked in the United States mail.

23. **ASSIGNMENT.** Neither party shall assign any of the rights nor delegate any of the duties created by this Agreement without the written consent of the other party.

24. **GOVERNING LAW AND VENUE.** The laws of the State of Colorado shall govern this Agreement. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Weld County, Colorado.

25. **FUND AVAILABILITY.** Financial obligations of the Parties after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Parties governing body.

26. **PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES.** The Parties acknowledge and agree that all payment obligations under this Agreement are current expenditures of the Parties, payable in the fiscal year for which funds are appropriated for the payment thereof. All financial obligations under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the Parties within the meaning of Article X, Section 20 of the Colorado Constitution.

27. **NO THIRD-PARTY BENEFICIARIES; NO WAIVER OF IMMUNITY.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of Parties that any person other than Parties receiving Fire Services or benefits under this Agreement shall be deemed to be an incidental beneficiary only. Neither the Fire District nor the Town by this Agreement waives or intends to waive as to any third party the monetary limitations (presently \$424,000 per person and \$1,195,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Parties and their respective Directors, officers, officials, and employees

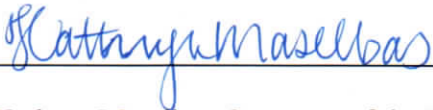
IN WITNESS WHEREOF, the undersigned have set their hands effective the day and year first above written.

**FREDERICK-FIRESTONE FIRE
PROTECTION DISTRICT**



Edward Weimer, President of the Board

ATTEST:



Kathryn Maselbas, Secretary of the Board



TOWN OF FIRESTONE

Mayor Drew Alan Peterson

ATTEST:

Acting Town Clerk, Miriam Gonzalez

APPROVED AS TO FORM:

Town Attorney, William P. Hayashi