

EVANS FIRE PROTECTION DISTRICT
2100 37th Street
Evans, Colorado 80620
(970) 339-3920

NOTICE OF REGULAR MEETING AND AGENDA

Agenda is preliminary and subject to change by majority vote of the Board at the meeting.

Individuals requiring special accommodation to attend and/or participate in this meeting please advise the ADA Compliance Officer (970- 339-3920) of their specific need(s) 48 before the meeting.

DATE: October 23, 2023 TIME: 6:30 p.m.

PLACE: Evans Fire Station 2, 2100 37th Street, Evans, Colorado 80620

To attend by phone: 301-715-8592; Meeting ID: 292 753 9756; Passcode: 6599178

Opening of Meeting

- Call to order
- Pledge of Allegiance
- Roll Call
- Amendments to Agenda

Meeting Items

1. Public Comment
 - a. If you wish to address the Board of Directors, this is the time set on the agenda for you to do so. When you are recognized please state your name and address. Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the appropriate staff person for follow-up. Thank you!
2. Consent Agenda
 - a. Financial Reports
 - b. Minutes of previous meeting
3. Review & Consider Draft 2024 Budget
4. Review & Consider Loaned Apparatus IGA
5. Administration Report
6. Legal Counsel Update
7. Director's Reports
8. New Business
9. Adjournment

Next regular meeting is scheduled for November 27, 2023 at 6:30 p.m.

2023 Financial Update

unaudited expenses and revenues through September 30, 2023

REVENUES

General Revenue			Impact Fees		
Budget	Revenue Collected YTD	overage collected	Budget	Fees Collected YTD	to be collected
\$ 3,922,399	\$ 3,940,589	\$ 18,190	\$ 35,000	\$ 12,276	\$ 22,724
<i>*does not include Impact Fees</i>		0.46%	YTD Interest Earned	\$ 5,961	64.93%

EXPENDITURES

Administration			Operations		
Budget	Expense YTD	Remaining Budget	Budget	Expense YTD	Remaining Budget
\$ 283,133	\$ 275,012	\$ 8,121	\$ 103,801	\$ 66,990	\$ 36,811
		2.87%			35.46%
Personnel			Equipment Maint		
Combined Total	Combined YTD	Combined remaining	Budget	Expense YTD	Remaining Budget
\$ 2,966,367	\$ 2,244,380	\$ 721,987	\$ 84,011	\$ 46,539	\$ 37,472
		24.34%			44.60%

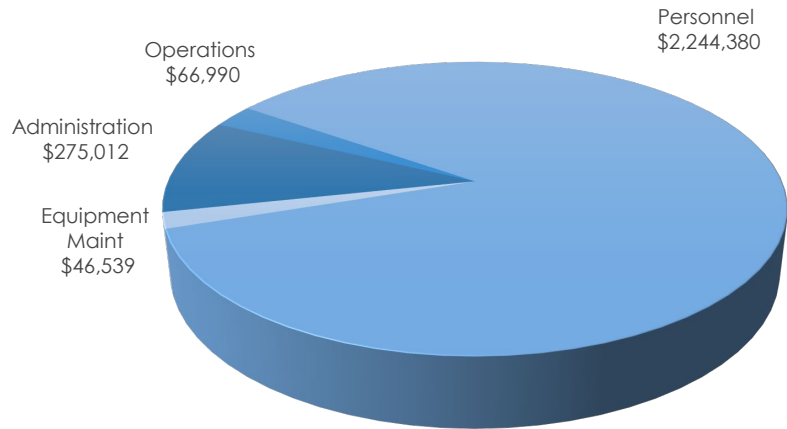
September 2023 expenses in excess of \$1,000

Ireland Stapleton Pryor & Pascoe PC	non-retainer		\$	1,030
SW Firefighting Foam & Equipment	5 pails novacool		\$	1,232
Xcel Energy			\$	1,010

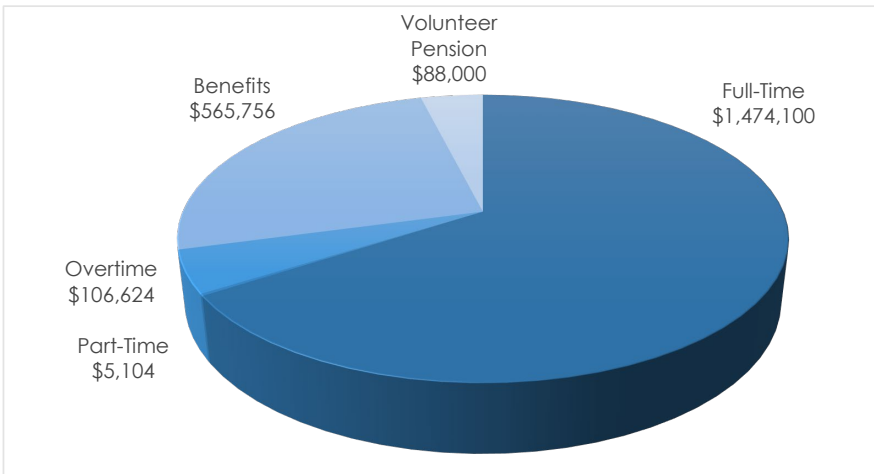
TOTAL AVAILABLE FUNDS	COLOTRUST	First Nat Bank	Impact Fees Acct	
Unappropriated*	\$ 5,603,753	\$ 188,271		
AMP		\$ 264,155		
Capital		\$ 878,419	\$ 571,567	
Operating Fund		\$ 804,392		
TOTALS	\$ 5,603,753	\$ 2,135,237	\$ 571,567	\$ 8,310,557

*Includes Board required Operating Reserve per financial policies, which exceeds TABOR reserve requirement
 COLOTRUST balance includes income earned YTD of \$143,344.43

YTD Expenses



YTD Personnel



**EVANS FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS - REGULAR MEETING
SEPTEMBER 25, 2023**

A regular meeting of the Board of Directors of the Evans Fire Protection District was called to order by Chairperson Achziger at 6:30 p.m. on September 25, 2023, at Evans Fire Station 2, 2100 37th Street, Evans, Colorado, 80620.

PLEDGE OF ALLEGIANCE

ROLL CALL

Directors Present:

Mary Achziger, President
David James, Vice President
Marty Schanwolf, Secretary
Tricia Watson, Treasurer
Tim Naylor, Director

Also Present:

Joe DeSalvo, Fire Chief
Sharon Bowles, Business Manager
Michelle Ferguson, Attorney

AMENDMENTS TO AGENDA

No amendments requested. Director Naylor moved to approve the agenda as presented. Director Watson seconded. Motion passed unanimously.

CONSENT AGENDA

Director Watson moved to approve the consent agenda. Director Schanwolf seconded. Motion passed unanimously.

GUEST PRESENTATION: UC HEALTH

Dave Thompson, CFO Northern Region, Kevin Waters, Interim Senior Director of Pre-Hospital Services, and Ryan Rohman, President of Longs Peak and Broomfield Hospital, discussed with the Board changes being made to the UC Health ambulance staffing and deployment model. Director Watson moved to approve the change to dynamic staffing with UCH. Director James seconded. Motion passed unanimously.

REVIEW & CONSIDER DRAFT 2024 BUDGET

Ms. Bowles reviewed the draft 2024 budget. Following Board discussion, staff was directed to prepare a budget based on revenue estimates provided by Weld County Assessor and schedule a budget hearing for the regular November meeting.

REVIEW & CONSIDER FIRE MARSHAL JOB DESCRIPTION

Ms. Bowles updated the Board on the progress made with the planned shared Fire Marshal position and presented a job description for approval. Director James moved to approve the job

description for Fire Marshal as presented. Director Naylor seconded. Motion passed unanimously.

REVIEW & CONSIDER RFP FOR TRAINING TOWER

Chief DeSalvo explained to the Board how a training tower can be constructed from shipping containers and how this might benefit the District. To further explore the feasibility of constructing a training prop of this type and RFP needs to be issued. Director Naylor moved to approve the development and issuance of an RFP for a shipping container training prop. Director James seconded. Motion passed unanimously.

REVIEW & CONSIDER GREELEY FIRE DEPARTMENT AUTO AID AGREEMENT

Chief DeSalvo updated the Board on progress made in developing an agreement with Greeley Fire Department. Director Watson moved to authorize President Achziger to work with Chief DeSalvo and Legal Counsel to finalize the Auto Aid Agreement with Greeley Fire Department. Director Naylor seconded. Motion passed unanimously.

REVIEW & CONSIDER ESTABLISHMENT OF HOME BUYER ASSISTANCE PROGRAM

Ms. Bowles and Captain Udick outlined the Home Buyer Assistance Program that was developed with assistance from Legal Counsel. Director Watson moved to authorize establishing a Home Buyer Assistance Program, as outlined. Director James seconded. Motion passed unanimously.

ADMINISTRATION REPORT

- New CAD system
- Training
- Current Staffing
- Around the Firehouse
- Fire Prevention Bureau Updates
- Fire Prevention & PR News

LEGAL COUNSEL UPDATE

Attorney Ferguson noted items Legal Counsel assisted with during the previous month.

DIRECTOR'S REPORTS

- Director James noted news from NYC that a firefighter that had served on September 11th had passed away from health issues incurred on that date.
- Directors Achziger and Watson discussed items from the recent SDA Annual Conference they attended.
- Chief DeSalvo informed the Board that former Director Bernardo's wife passed away.

NEW BUSINESS

No new business.

ADJOURNMENT

Director James moved to adjourn. Director Naylor seconded. Motion passed unanimously.
Meeting adjourned at 9:50 p.m.

These are the true and correct minutes of the meeting held on the date above; they were approved by the Board on this 23rd day of October, 2023.

Martin Schanwolf, Secretary

Evans Fire Protection District

Staff Report

DATE: October 23, 2023
SUBJECT: Review & Consider Draft 2024 Budget
PRESENTED BY: Sharon Bowles, Business Manager
Joe DeSalvo, Fire Chief

AGENDA ITEM DESCRIPTION:

Per Board direction at the last meeting, a draft Long-Range Plan is presented with the following highlights:

- Conservative 15% revenue increase – approximately 2% lower than Assessor’s estimate for revenue if HH passes
- 8% wage increase for Personnel
- 3.5% health care benefit increase
- \$25,000 for Impact Fee Nexus Study
- \$23,000 for upgraded employee physicals

Discussion items:

1. Capital Improvement Plan
 - a. Historically calculated at 5% of Revenues minus Oil & Gas Property Tax Revenue.
 - b. Included in this LRP as 5% of Revenues minus Oil & Gas, Fire Marshal IGA, Income on Investments.
 - c. Capital Funds are currently contained completely within First National Bank accounts.
2. Income on Investments – COLOTRUST
 - a. 2023 – conservative estimated year-end total based on current balance and most recent statement.
 - b. Income will decrease as Board appropriates investment funds for expenditures.
3. Dispatch Fees
 - a. Increase of \$10,871 since 2021
 - b. We are unable to accurately predict future years – expecting large increase due to increased staffing at communication center and cost allocation study.
4. Home Buyer Assistance Program
 - a. Established as a separate “fund” from reserves, not a current year expenditure
5. Fire Marshal – shared position
 - a. Two years of Shared Fire Marshal revenue

STAFF RECOMMENDATION:

Staff requests input on the 2024 budget.

**Evans Fire Protection District
General Fund Long Range Financial Plan**

HH PASSES	2022 Audited Actuals	2023 <i>annualized</i>	2024 BUDGET 15%	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected
Beginning Fund Balance	4,917,746	5,774,077	6,373,312	6,837,920	7,093,449	7,227,612	7,166,536	7,221,971
Revenues:								
Property Tax								
<i>estimated total tax revenue</i>	3,362,858	3,565,485	4,100,306					
Residential Properties	2,008,111	1,974,456	2,270,624	2,316,036	2,593,961	2,645,840	2,963,341	3,022,608
Oil & Gas	354,733	595,267	684,557	513,418	385,063	288,797	216,598	162,449
Other Property types	1,012,513	995,762	1,145,125	1,156,576	1,202,839	1,214,868	1,263,462	1,276,097
Specific Ownership Tax	182,745	136,122	125,000	125,000	125,000	125,000	125,000	125,000
City of Evans IGA	543,710	200,000	200,000	200,000	200,000	-	-	-
LaSalle IGA	8,676	8,762	8,850	8,938	9,028	9,118	9,209	9,301
Fire Marshal IGA			85,000	85,000				
Income on Investment	59,505	200,000	203,000	206,045	154,534	156,852	159,205	161,593
Grants	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800
Fees	4,850	5,250	2,000	2,000	2,000	2,000	2,000	2,000
Miscellaneous	25,359	140,563	-	-	-	-	-	-
Total revenues	4,202,001	4,257,982	4,725,956	4,614,814	4,674,225	4,444,275	4,740,615	4,760,847
Expenditures:								
Personnel	2,695,357	2,907,040	3,498,360	3,648,481	3,805,615	3,970,095	4,142,270	4,322,507
Supplies & Services	372,523	415,000	550,318	495,286	502,715	510,256	517,910	525,679
Asset Management	25,000	25,000	25,000	25,000	25,000	25,000	25,001	25,002
Capital Fund	173,769	311,707	187,670	190,518	206,731			
Apparatus Lease	79,022	-	-	-	-	-	-	-
Total Expenditures	3,345,671	3,658,747	4,261,348	4,359,285	4,540,062	4,505,351	4,685,181	4,873,188
Excess Revenue Over Expenditures	856,330	599,235	464,608	255,529	134,163	(61,076)	55,434	(112,340)
Unappropriated Funds	5,774,077	6,373,312	6,837,920	7,093,449	7,227,612	7,166,536	7,221,971	7,109,630

**Evans Fire Protection District
General Fund Long Range Financial Plan**

HH FAILS	2022 Annualized Actuals	2023 <i>annualized</i>	2024 BUDGET 22%	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected
Beginning Fund Balance	4,726,091	5,582,422	6,181,657	6,895,206	7,405,387	7,825,692	8,056,904	8,440,323
Revenues:								
Property Tax								
<i>estimated total tax revenue</i>	3,362,858	3,565,485	4,349,247					
Residential Properties	2,008,111	1,974,456	2,524,694	2,575,188	2,884,210	2,941,895	3,294,922	3,360,820
Oil & Gas	354,733	595,267	681,936	511,452	383,589	287,692	215,769	161,827
Other Property types	1,012,513	995,762	1,142,617	1,154,043	1,200,205	1,212,207	1,260,695	1,273,302
Specific Ownership Tax	182,745	136,122	125,000	125,000	125,000	125,000	125,000	125,000
City of Evans IGA	543,710	200,000	200,000	200,000	200,000	-	-	-
LaSalle IGA	8,676	8,762	8,850	8,938	9,028	9,118	9,209	9,301
Fire Marshal IGA			85,000	85,000				
Interest Earned	59,505	200,000	203,000	206,045	154,534	156,852	159,205	161,593
Grants	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800
Fees	4,850	5,250	2,000	2,000	2,000	2,000	2,000	2,000
Miscellaneous	25,359	140,563	-	-	-	-	-	-
Total revenues	4,202,001	4,257,982	4,974,897	4,869,466	4,960,366	4,736,563	5,068,600	5,095,643
Expenditures:								
Personnel	2,695,357	2,907,040	3,498,360	3,648,481	3,805,615	3,970,095	4,142,270	4,322,507
Supplies & Services	372,523	415,000	550,318	495,286	502,715	510,256	517,910	525,679
Asset Management	25,000	25,000	25,000	25,000	25,000	25,000	25,001	25,002
Capital Fund	173,769	311,707	187,670	190,518	206,731			
Apparatus Lease	79,022	-	-	-	-	-	-	-
Total Expenditures	3,345,671	3,658,747	4,261,348	4,359,285	4,540,062	4,505,351	4,685,181	4,873,188
Excess Revenue Over Expenditures	856,330	599,235	713,549	510,182	420,304	231,212	383,419	222,456
Unappropriated Funds	5,582,422	6,181,657	6,895,206	7,405,387	7,825,692	8,056,904	8,440,323	8,662,778

Evans Fire Protection District
Capital Replacement Fund

	2022	2023	2024	2025	2026	2027	2028	2029
	Actual	Actual	BUDGET	Projected	Projected	Projected	Projected	Projected
<i>Beginning Fund Balance</i>	565,477	684,611	797,660	721,382	531,900	8,631	107,554	295,795
Revenues:								
BEGINNING Transfer In								
Annual Contribution	183,608	168,049	187,670	190,518	206,731	199,931	218,241	224,788
Grants	-	-	-	-	-	-	-	-
Transfer from Investment					600,000			606,000
Impact Fees used			400,000		500,000			
Budget Revision	-	143,658	-	-	-	-	-	-
New Balance	749,085	996,318	1,385,330	911,900	1,838,631	208,562	325,795	830,788
Expenditures:								
Brush Truck	-	-	210,000	-	-	-	-	-
Engines	-	-	-	-	-	-	-	800,000
Aerial	-	-	-	-	1,800,000	-	-	-
Light Vehicle	-	-	-	-	-	71,008	-	-
SCBA	-	-	-	350,000	-	-	-	-
Training Facility	-	-	400,000	-	-	-	-	-
Apparatus Maintenance	30,255	45,000	20,000	20,000	20,000	20,000	20,000	20,000
Station Maintenance	34,220	153,658	33,948	10,000	10,000	10,000	10,000	10,000
Total Expenditures	64,475	198,658	663,948	380,000	1,830,000	101,008	30,000	830,000
<i>Ending Fund Balance</i>	684,611	797,660	721,382	531,900	8,631	107,554	295,795	788
Impact Fees Collected	43,279	50,665	250,000	35,000	35,000	35,000	35,000	50,000
Impact Fee expenditures			400,000		500,000			
YE Impact Fees Balance	543,948	594,613	444,613	479,613	14,613	49,613	84,613	134,613

***Evans Fire Protection District
Staff Report***

DATE: October 23, 2023
SUBJECT: Review & Consider Loaned Apparatus IGA
PRESENTED BY: Joe DeSalvo, Fire Chief

AGENDA ITEM DESCRIPTION:

An IGA for shared apparatus amongst neighboring agencies is attached for review.

STAFF RECOMMENDATION:

Staff requests approval of the attached IGA.

LOANED APPARATUS AGREEMENT

This LOANED APPARATUS AGREEMENT ("Agreement"), is hereby entered into and is effective as of _____, 2019, by and among the BERTHOUD FIRE PROTECTION DISTRICT, the FRONT RANGE FIRE PROTECTION DISTRICT, the LOVELAND FIRE RESCUE AUTHORITY, the POUDRE FIRE AUTHORITY, and the WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT (individually, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the Parties are each political subdivisions of the State of Colorado ("State") that provide fire suppression, fire prevention, emergency medical, rescue, extrication, and hazardous materials services within their respective boundaries;

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and C.R.S. § 29-1-203 permit and encourage political subdivisions of the State to make efficient and effective use of their powers and responsibilities by cooperating and contracting with each other;

WHEREAS, from time-to-time, the Parties may each require additional Apparatus (as defined herein) to meet the health, safety, and general welfare needs of the public; and

WHEREAS, in order to collaboratively meet the health, safety, and general welfare needs of the public, the Parties desire to enter into this Agreement to establish the terms and conditions by which each Party may loan Apparatus to another Party for a limited period of time.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows.

1. Definitions. As referred to herein:
 - a. The "Apparatus" shall be such apparatus, vehicles, or equipment as is provided, on a temporary basis, from the Loaning Entity to the Borrowing Entity.
 - b. The "Borrowing Entity" shall be the Party requesting the Apparatus.
 - c. The "Loaning Entity" shall be the Party providing the Apparatus to the Borrowing Entity.
 - d. The "Loan Period" shall be from the time the Loaning Entity transfers the Apparatus to the Borrowing Entity until the time the Loaning Entity requires the Apparatus to be returned to the Loaning Entity.
2. Term and Termination. The term of this Agreement shall commence on the effective date. Unless terminated by all of the Parties, this Agreement shall remain in effect for so long as there are at least two Parties to this Agreement. Any Party may terminate its participation in this Agreement by providing thirty (30) days' written notice to the other Parties. The termination

of a Party's participation in this Agreement shall not alter or amend this Agreement in any other way, except as to the termination and non-participation of that Party.

3. Loaning Apparatus.

a. If a Borrowing Entity is in need of additional Apparatus, it shall provide a written request to one or more of the Parties describing, in as much detail as possible: (i) the Apparatus desired, (ii) what it will be used for, and (iii) the estimated Loan Period.

b. If one of the Parties has the requested Apparatus, and it is available to be loaned, that Party shall provide a written response to the Borrowing Entity and outline any relevant details concerning the Apparatus or Loan Period including, but not limited to, limitations on use, condition of the Apparatus, and the date of expiration of the Loan Period. The Borrowing Entity may then, at its option, accept or decline the Loaning Entity's Apparatus on the terms provided.

c. The Borrowing Entity shall return the loaned Apparatus to the Loaning Entity at either the expiration of the Loan Period or, if before the Loan Period has expired, within a reasonable time following completion of the task or resolution of the condition that served as the impetus for borrowing the Apparatus.

d. If the Loaning Entity determines, in its sole and absolute discretion, that the Apparatus needs to be returned before expiration of the Loan Period, it shall give the Borrowing Entity written notice thereof. The Borrowing Entity shall return the Apparatus as soon as reasonably practicable, regardless of whether the Borrowing Entity has completed the task or resolved the condition for which the Apparatus was borrowed.

e. Apparatus may not be loaned to a Borrowing Entity if such Apparatus is subject to an outstanding lease-purchase agreement, loan agreement, or otherwise pledged as security, unless such lease-purchase agreement, loan agreement, or other security agreement explicitly permits the Apparatus to be loaned as determined by the Loaning Entity in its absolute and sole discretion.

f. Nothing herein serves as a guarantee that any Apparatus will be made available upon a Party's request, and nothing contained herein obligates or requires a Party to loan any Apparatus.

4. Insurance Coverage and Apparatus Damage.

a. Each Party shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement general liability insurance covering the borrowed Apparatus with policy limits not less than the monetary limits of liability established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* ("CGIA"). Each Party shall be responsible for obtaining any necessary riders to their respective insurance policies, or naming the Loaning Entity(ies) as an additional insured on their insurance policy(ies), in order to cover the borrowed Apparatus in accordance with the terms of this Section 4(a).

b. Prior to the Loan Period, the Borrowing Entity and the Loaning Entity shall document in writing the existence of any damage or wear-and-tear to the Apparatus which shall not be attributed to the Borrowing Entity during or after the Loan Period. The Borrowing Entity shall immediately notify the Loaning Entity of any damage occurring to the Apparatus of which it is aware while the Apparatus is in the possession of the Borrowing Entity.

c. To the extent that the Borrowing Entity does not maintain appropriate insurance coverage to cover the Apparatus, or if the Borrowing Entity's insurance fails to cover a claim for damage to the Apparatus occurring while the Apparatus is in the possession of the Borrowing Entity, the Borrowing Entity hereby agrees to bear responsibility for any costs associated with damage or loss to the Apparatus that is not otherwise covered by insurance, whether such insurance is held by the Borrowing Entity or Loaning Entity. The Loaning Entity will facilitate and direct all repairs to the Apparatus, in its sole and absolute discretion, and will seek reimbursement from the Borrowing Entity for the actual costs it incurs related to the repairs. Reimbursement from the Borrowing Entity shall be made to the Loaning Entity within thirty (30) days of a written request.

5. Liability and Benefits.

a. In the event of a Borrowing Entity's or its personnel's intentional or negligent acts or omissions while the Borrowing Entity is using the Apparatus, liability for any claims, demands, judgments, or awards, if any, shall be imposed, to the extent permitted by law and subject to Section 6(e) below, upon the Borrowing Entity and not upon the Loaning Entity. To the extent permitted by law and subject to Section 6(e) below, the Borrowing Entity hereby agrees that it shall indemnify and hold harmless the Loaning Entity from any and all claims, demands, judgments, or awards which may be imposed as a result of the Borrowing Entity's use of the Apparatus.

b. If any firefighter or other personnel of the Borrowing Entity is injured, disabled, or dies as a result of performing services while utilizing the Apparatus, said individual shall remain covered by, and eligible for, the workers' compensation, firefighters' pension, and other employment or volunteer benefits which said individual would otherwise be entitled to receive from the Borrowing Entity had the firefighter or other personnel been utilizing the Borrowing Entity's own Apparatus at the time of the event that caused the injury, disability, or death.

6. Miscellaneous.

a. *Assignment.* This Agreement shall not be assigned by any of the Parties hereto without the written consent of the other Parties.

b. *Relationship of Parties.* The Parties enter into this Agreement as separate and independent governmental entities and each shall maintain such status throughout the term of this Agreement, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

c. *Notices.* Any notice required or permitted under this Agreement shall be given by hand delivery or by first class mail, postage prepaid at the address shown below, or at such other address as may be designated by a Party from time to time in accordance with this Section 6(c). The notice shall be deemed to have been given when deposited in the United States mail and shall be deemed effective 72 hours after having been given:

Berthoud Fire Protection District
Attn: Fire Chief
275 Mountain Avenue
P.O. Box 570
Berthoud, CO 80513

Poudre Fire Authority
Attn: Fire Chief
102 Remington Street
Fort Collins, CO 80524

Windsor-Severance Fire Protection District
Attn: Fire Chief
100 N. 7th Street
Windsor, CO 80550

Loveland Fire Rescue Authority
Attn: Fire Chief
410 E. 5th Street
Loveland, CO 80537

Front Range Fire Protection District
Attn: Fire Chief
101 South Irene Avenue
P.O. Box 130
Milliken, CO 80543

d. *Non-Appropriation.* All direct and indirect financial obligations of a Party under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If a Party's governing body fails to appropriate funds for that Party's obligations under this Agreement, this Agreement shall terminate as to that Party on January 1 of the year for which the non-appropriation occurred, and that Party shall have no further obligation to any other Party under this Agreement beyond the financial obligations for which it previously appropriated funds.

e. *Governmental Immunity.* Nothing in this Agreement is intended to be, and shall not be construed as, a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, or their directors, councilors, officers, employees, volunteers, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

f. *Additional Terms.* Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the Larimer County District Court. This Agreement constitutes the entire Agreement between the Parties, and all prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein, specifically including that certain Loaned Apparatus Agreement entered into by and between Berthoud Fire Protection District, the Front Range Fire Protection District (formerly known as the Front Range Fire Rescue Authority), and the Loveland Fire Rescue Authority effective _____, 2016 ("2016 Agreement"), which 2016 Agreement is hereby terminated and of no further force and effect. This Agreement may be amended only by a document signed by

the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award. This Agreement may be executed in several counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed on the date hereinabove written.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

ADMINISTRATIVE REPORT



New ESO Reporting System

- The new ESO reporting system has been activated and crews will begin doing reports in that system to become familiar with it and work the kinks out. ERS is still active and being used for actual reporting until everyone is trained.

Auto Aid w/GFD

- The auto aid with Greeley has been signed and response plans have been approved. It is in the hands of dispatch now to get everything set up.

Current Staffing:

- 23 total staff members
 - 18 active shift firefighters
 - 3 full-time administrative staff
 - 2 part-time firefighters

Weld Women's Skills Day

- The skills day that FF Desonier set up was held on 10/14 at Aims C.C. fire training facility. It was a great success and well attended.



Shared Fire Marshal

- We have received three applications for the Fire Marshal position. In collaboration with Platte Valley and LaSalle, we are working on the assessment center/interview process and will be finalizing that process next week.

Around the Firehouse

- On 10/19, C-Shift responded mutual aid at the request of Greeley Fire for a reported structure fire in the 2000 block of 4th Ave. While it turned out to be a grass fire and they were not needed, it was good to see GFD reach out for assistance when needed.
- All three shifts have completed vehicle extrication training. They trained with Platte Valley on different scenarios out at Anderson's Salvage.
- All three shifts also participated in multi company drills with LaSalle Fire at their training house in LaSalle.
- On 10/6, C-Shift responded to a vehicle fire in the area of Pleasant Acres Dr. Upon arrival of the crews, the vehicle was nearly fully involved. There were no injuries reported and the cause was determined to be accidental.
- Capt. Udick, FFs Skidmore, Sattler, Hill, Netzel, and Carmichael attended the Mile High Fire Conference in the Denver metro area where they trained with firefighters from all over the state as well as neighboring states on various topics such as search and rescue and engine company operations.

Fire Prevention Bureau Updates

Projects that are currently in various stages of the review process.

- **Solstice (Peakview) Subdivision (SW of 65th Ave & 37th St.)** – 1,100 +/- dwelling units and 20 acres of commercial between 65th Ave and Two Rivers Pkwy. The final plat has been approved and one of the developers is again looking at the site with the City.
- **Mountain Trax (Old Smart Chem/ARB)** - Replat of site into individual lots for various industrial uses and construction of another building next to the old Smart Chem building. The development agreement has been reviewed and updated. Construction on a new metal building has been completed and passed final inspection.
- **Grapevine Hollow** - Proposal for the development of vacant land for seven new lots of single family residential. The site plan has been approved by the Fire District and the City is waiting on a signature of the development agreement.
- **Village Park Apts. (1655 37th St.)** - New 4 plex townhomes on a vacant lot. Construction plans have been reviewed and approved for construction by EFPD. No current construction timeframe.
- **Saddleback at Wildhorse (East & South of the current Wildhorse project)** - Proposal of 11 three-story buildings with a clubhouse. Site plan and development agreement have been signed. Awaiting construction plans.
- **Drive Thru Carwash (Southwest Corner of Hwy 85 & 31st St.)** - Proposal to construct an automated carwash adjacent to the planned McDonalds. Site plan has been reviewed and approved by the Fire District. They're waiting for a signature on the development agreement.

- **Freedom Parkway PUD (SE Corner of 47th Ave & 37th St.)** - Proposal to develop approx. 70 acres of land for use as attached single family as well as light commercial. Site plans are in development, we are awaiting submittal for review.
- **PDC Master Plan (Southeast side of EFPD)** - PDC is developing a master plan for oil wells with some of them being within EFPD jurisdiction. The local area and emergency action plans have been reviewed and approved by the Fire District. Due to the merger with Chevron, there are unknowns about the status of this project.
- **Landmark Self Storage (3800 blk of 35th Ave.)** - Proposal to build approximately 350 self-storage units directly south Hunter's Reserve Plaza. Site plan has been resubmitted and is currently in the review process.
- **Murphy Express (Northwest corner of 37th St. & HWY 85)** - Proposal to demolish two buildings on the site and construct a gas station. The site plan has been reviewed and sent back to the developer.
- **The Mexica Center (Approx. 3500 blk of 23rd Ave.)** - Proposal to build and approx 40,000ft² +/- building for use as a recreation center as well as a youth center. Project is in the very beginning stages with no timetable for construction.

The following construction projects are in various stages of progress/completion.

- **Reserve at Crescent Cove (North of existing Crescent Cove Apts.)** – 12 buildings with a total of 288 units are proposed along with a dog park, clubhouse and a pool. Civil construction is ongoing, curb and gutter have been installed for the first phase and they are beginning to install the underground fire lines for the apartment fire suppression systems. Plans for the first five buildings and clubhouse have been reviewed and approved for construction.
- **Quick Trip (665 31st St)** - Construction of a new gas station facility on the site of the old Stampede truck stop. Final testing and inspections have been completed and they are fully operational.
- **Hiroshi Teriyaki Grill (3304 37th St. #2)** - Construction is nearing completion and they are expected to be ready for all final testing and inspections within the next week.
- **Starbucks (3341 23rd Ave)** - Proposal to build the coffee shop to the south of Big O Tires. All building plans have been approved for construction and civil construction has begun on the site.
- **Liberty Draw (Approx. 3900 blk of 37th Street)** – Proposal of a subdivision to include up to 400 total single and multi-family dwellings. They have constructed the roads for the first phase and they have begun to build houses.
- **Moffat Glass (Old Great Outdoors RV)** - Proposal to move their business to this address. The site plan has been reviewed and approved by the Fire District. Construction drawings have been approved and construction on the remodel has begun.
- **McDonalds (Southwest Corner of Hwy 85 & 31st St.)** - Proposed plans for a fast-food restaurant on the vacant property. The development agreement has been signed and building plans have been approved. They are working on realigning West Service Road to match the road on the north side of 31st, once the realignment is completed, they will begin construction on the site itself.

Businesses that have ongoing fire code compliance issues

- No businesses have any compliance issues.



September 2023 Incident Statistics

INCIDENT COUNT		
Incident Type	Incidents September 2023	<i>Incidents September 2022</i>
EMS	151	113
FIRE	74	75
TOTAL	225	199

AUTOMATIC & MUTUAL AID		
	September 2023	<i>September 2022</i>
Aid Given	11	6
Aid Received	25	12

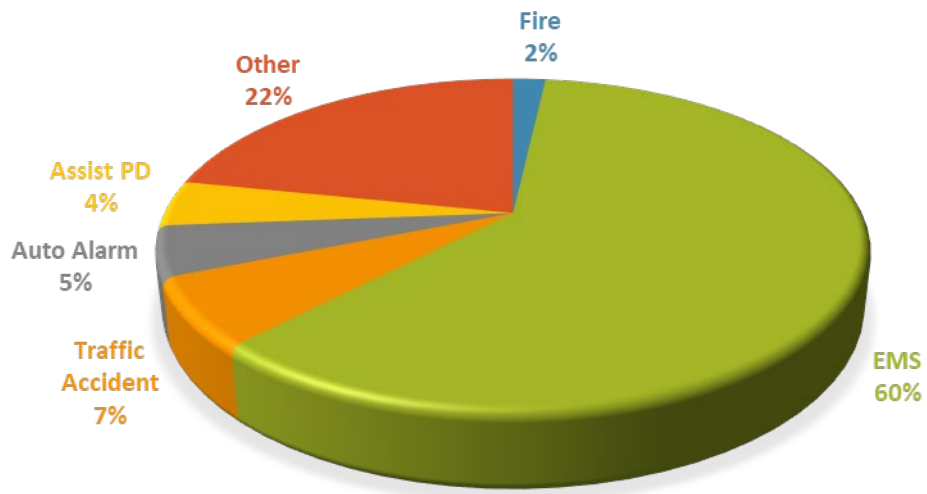
*9 calls for EMS aid

*5 calls for EMS aid

OVERLAPPING CALLS	
# Overlapping September 2023	<i># Overlapping September 2022</i>
58 / 25.78%	54 / 27.14%

FIRE PREVENTION ACTIVITY	September 2023	YTD
Fire Inspections – includes annual, construction, re-inspect, and Fire Code Consultation	14	112
Plans Reviewed	4	51
Investigations	2	9
PR Events	2	12

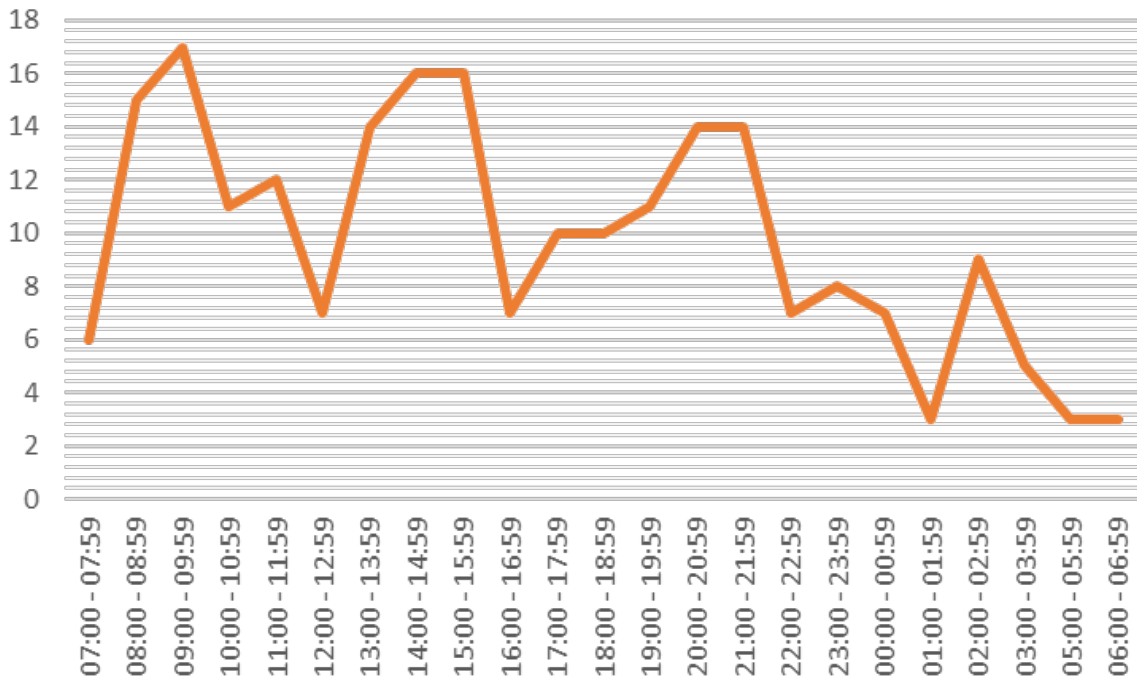
September 2023 Major Incident Types



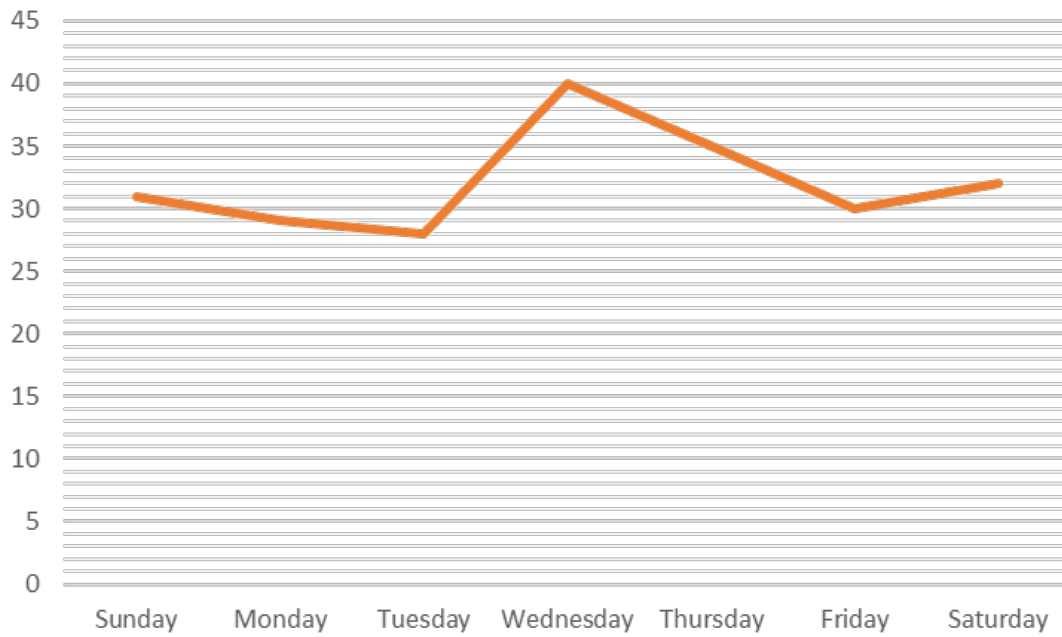
“Other” Incident Types

411 - Gasoline or other flammable liquid spill	1
424 - Carbon monoxide incident	3
442 - Overheated motor	1
531 - Smoke or odor removal	2
541 - Animal problem	1
542 - Animal rescue	1
554 - Assist invalid	9
561 - Unauthorized burning	2
611 - Dispatched & cancelled en route	15
621 - Wrong location	1
622 - No incident found on arrival at dispatch address	8
631 - Authorized controlled burning	2
651 - Smoke scare, odor of smoke	3

Incidents by Time of Day – September 2023



Incidents by Day of the Week – September 2023



Two-Company Staffing

- In this chart, two company staffing is presented as the number of 24-hour shifts that required PT Coverage or Staffing Overtime to maintain two companies. The total percent of shifts that had two companies is represented also.

