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: August 18, 2025 TIME: 6:30 p.m.

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

By phone: 301-715-8592; Meeting ID: 847 2880 3839; 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 Report
 - b. Minutes of previous meeting
- 3. Discussion: 2026 Preliminary Budget
- 4. Review & Consider Resolution 2025-05 Enacting Sales Tax
- 5. Review & Consider Resolution 2025-06 Calling for Regular Mail Ballot Election
- 6. Review & Consider IGA with Weld County to Participate in Coordinated Election
- 7. Review & Consider Contract with Circuit Rider of Colorado
- 8. Fire Prevention Bureau Report
- 9. Administration Report
- 10. Legal Counsel Update
- 11. Director's Reports
- 12. New Business
- 13. Adjournment

Next regular meeting is scheduled for September 22, 2025 at 6:30 p.m.

2025 Financial Update

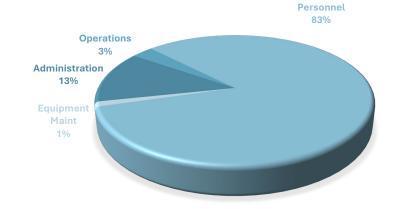
unaudited expenses and revenues through July 31, 2025

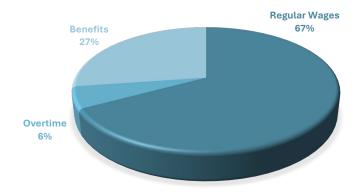
	REVENUES												
General Revenue						Impact Fee	s						
Budget	Revenue	Revenue Collected YTD to be collected			Budget		Fees Collected YTD		overage collected				
\$ 4,193,6	96 \$	3,988,164	\$	205,532		\$	35,000	\$	83,592	\$	48,592		
*does not include Impa	ct Fees			4.90%		YTD In	terest Earned	\$	3,864.05		238.83%		
COLOTBUST													

COLOTRUST						
	Accou	nt Balance	YTD Income Earned			
	\$	6,146,715	\$	155,537		

	EXPENDITURES												
Administ	ration						Operation	ıs					
В	udget	Expense YTD		Remair	Remaining Budget		Budget		Expense YTD		Remaining Budget		
\$	351,352	\$	337,555	\$	13,797		\$	157,797	\$	78,091	\$	79,706	
					3.93%							50.51%	
Personne	el						Equipmen	nt Maint					
Comb	ined Total	Comb	ined YTD	Combine	ed remaining		Βι	ıdget	Exper	ise YTD	Remaining Budget		
\$	3,800,891	\$	2,154,541	\$	1,646,350		\$	79,729	\$	31,838	\$	47,891	
					43.31%							60.07%	

YTD Expenses YTD Personnel





July 2025 expenses in excess of \$1,000		
Dive Rescue Intl	swiftwater kits	\$ 1,800
Echo Canyon Consulting	design/print mailer #1	\$ 8,238
Fire Store	helmet, gear cleaner	\$ 1,042
Impact Handyman	front door replacement	\$ 3,790
Ireland Stapleton Pryor & Pascoe PC	non-retainer services	\$ 3,567
LN Curtis & Sons	compressor maint	\$ 2,194
SDA Property & Liability Pool	workers comp deductible	\$ 1,230
Sean Walsh Consulting	monthly consulting fee	\$ 5,000
Wex	fuel	\$ 1,364

TOTAL AVAILABLE FUNDS	COLOTRUST		COLOTRUST FNBO Operating			FNBO npact Fees	
	φ.	2.002.515		Operating		inpuot i ccs	
Unappropriated*	\$	3,603,515					
AMP			\$	437,761			
Capital	\$	2,543,200	\$	-	\$	523,304	
Operating Fund			\$	3,125,789			
TOTALS	\$	6,146,715	\$	3,563,550	\$	523,304	\$ 10,233,569

^{*}Includes Board required Operating Reserve per financial policies, which exceeds TABOR reserve requirement

EVANS FIRE PROTECTION DISTRICT BOARD OF DIRECTORS - REGULAR MEETING JULY 28, 2025

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 July 28, 2025, at Evans Fire Station 2, 2100 37th Street, Evans, Colorado, 80620.

PLEDGE OF ALLEGIANCE

ROLL CALL

Directors Present:

Mary Achziger, President Also Present:

David James, Vice President Joe DeSalvo, Fire Chief

Tricia Watson, Treasurer Sharon Bowles, Business Manager

Marty Schanwolf, Secretary Emily Powell, Attorney

Tim Naylor, Director

AMENDMENTS TO AGENDA

Legal Counsel requested item 15a be moved to immediately follow these proposed amendments to the agenda and further proposed the purpose of the executive session be changed to executive session pursuant to C.R.S. § 24-6-402(4)(e) to receive advice of legal counsel regarding matters of negotiation with the City of Evans.

Director James moved to approve the agenda as amended. Director Schanwolf seconded. Motion passed unanimously.

EXECUTIVE SESSION

The Board of Directors retired to executive session, with Chief Staff and Legal Counsel, at 6:34 p.m.

Director Watson moved to close executive session. Director Naylor seconded. Executive session ended at 6:51 p.m.

PUBLIC COMMENT

No comments were received from citizens in attendance.

CONSENT AGENDA

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

GUEST SPEAKER: ADEN HOGAN, FORMER CITY OF EVANS CITY MANAGER

Mr. Aden Hogan, former City of Evans City Manager, discussed the progression of fire services in the City of Evans and the history of the formation of the fire district in cooperation with the City.

Evans Fire Protection District Board Meeting Minutes July 28, 2025 Page 2

REVIEW & CONSIDER 2024 AUDITED FINANCIAL STATEMENTS

Ms. Bowles reviewed the 2024 audited financial statements. Director Schanwolf moved to approve the financial statements as presented and requested staff work with the audit firm to file the statements with the state. Director James seconded. Motion passed unanimously.

REVIEW & CONSIDER SURPLUS APPARATUS

Chief DeSalvo discussed the process of refurbishing the brush truck, which resulted in a cab and chassis that the District has no use for. Several options for disposing of this item have been discussed with Apparatus Manager Skidmore. Chief DeSalvo and Mr. Skidmore will work with Legal Counsel on appropriate disposal methods. Director Watson moved to declare the cab and chassis as surplus equipment to be disposed of per District policy. Director James seconded. Motion passed unanimously.

REVIEW & CONSIDER INTERGOVERNMENTAL AGREEMENT FOR WATER RESCUE RESPONSE AND RESOURCE SHARING

Chief DeSalvo informed the Board of the various agencies and resources available for water rescues. To better serve our citizens, it is prudent to join in an IGA with neighboring agencies for better response to these incidents. Director James moved to approve the IGA for Water Rescue Response and Resource Sharing as presented. Director Naylor seconded. Motion passed unanimously.

REVIEW & CONSIDER CITY OF EVANS REQUEST FOR WAIVER OF FIRE IMPACT FEES

Chief DeSalvo noted that a request had been received from the City of Evans to waive the impact fees on the construction of a new police station. Fire Marshal Becker discussed the previously waived fees for site, building, fire suppression, and fire alarm reviews and permits. He further noted that no fees were charged for staff time and resources for the reviews, inspections, and commissioning for the new police station which includes any after-hours inspections and re-inspection fees. Following Board discussion, Director Watson moved to not waive the fire impact fees for the new police station, nor offer any discount on the fees. Director James seconded. Motion passed unanimously.

DISCUSSION: POTENTIAL FOR SALES TAX REVENUE

Chief DeSalvo and Ms. Bowles discussed the need to diversify the revenues of the District due to changes in property tax assessed value calculations by the State. Potential revenue from a sales tax dedicated to the District was reviewed. Attorney Powell discussed the items that would be exempt from the sales tax, per State statute. No action was required.

DISCUSSION: 2026 PRELIMINARY BUDGET

Ms. Bowles reviewed the preliminary property tax information that was received from the Weld County Assessor. Additionally, staffing trends and needs were reviewed. Director Naylor requested multiple scenarios for future budget planning be presented at the August meeting. No action was required.

FIRE PREVENTION BUREAU REPORT

Fire Marshal Becker discussed HB25-1009, which he recommends against adopting. Additionally, current construction projects in the District were reviewed.

Evans Fire Protection District Board Meeting Minutes July 28, 2025 Page 3

ADMINISTRATION REPORT

- Dispatch
- EMS
- Training
- Community Outreach
- Current Staffing
- Around the Firehouse

LEGAL COUNSEL UPDATE

Attorney Powell reviewed several Legal Advisements that had been shared with staff, other items Legal Counsel assisted with during the previous month, and briefly discussed the wildfire resiliency code, which will be presented in further detail later in the year.

DIRECTOR'S REPORTS

No Director's reports

NEW BUSINESS

Ms. Bowles wished Director James a happy birthday and Director Achziger a happy anniversary, noting that cake would be served at the conclusion of the meeting.

ADJOURNMENT

Director James moved to adjourn. Director Naylor seconded. Motion passed unanimously. Meeting adjourned at 8:39 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 18th day of August, 2025.

Martin Schanwolf, Secretary	

Evans Fire Protection District Staff Report

DATE: August 18, 2025

SUBJECT: Discussion: 2026 Budget Planning
PRESENTED BY: Sharon Bowles, Business Manager

AGENDA ITEM DESCRIPTION:

Using property tax information provided by the Weld County Assessor's Office and operational direction from Chief DeSalvo, a number of budgetary scenarios will be presented for obtaining a balanced budget for 2026 and subsequent years.

As the budget will allow, these are the priorities that have been laid out by Chief DeSalvo for future District planning and growth:

- Full-time firefighter positions (increase staffing to NFPA minimum standards)
- Administrative support staff position
- District expansion: station on west side of District will be needed within next five years
- Upgrade aging/outdated equipment
- Possible upgrades to Station 2: fire suppression system for apparatus bays, IT improvements, office space remodel to better accommodate Fire Prevention Bureau staff

Budgetary factors beyond our control that must be accommodated in any budget scenario are:

- FPPA employer pension contributions increase to 11%; will increase by .5% each year until 2030, at which time the District's contributions will be capped at 13% of employee wages
- FPPA Death & Disability employer contributions increase to 4% for 2026 & 2027; typically increases .2% every two years
- CEBT medical insurance premiums anticipated increase of 13% to 18%;
 - Over the last 10 years, the annual rate increases for medical premiums has ranged from 2% to 13.5%, with an average of 5.3%, significantly below the industry average. Additionally, during that same 10-year period, CEBT paid out three dividends. However, recent claims costs within CEBT and the SDA Health Pool have been higher than expected. As a result, the upcoming rate increase is projected to align more closely with broader healthcare market trends. This is due to a combination of factors, including post-COVID spikes in healthcare utilization, ongoing inflation, and a rise in the incidence and severity of cancer and cardiac cases.

- Workers Compensation Our projected worker's compensation experience rating modification factor for 2026 is substantially higher than previous years. This is due to the number and nature of recent claims. While this is only preliminary information, we estimate we may see an increase of as much as 33% in our coverage for 2026.
- Weld County Communications fees for dispatch services will be increasing by 21% due to the inclusion of a cost per call for UCH medical calls separate from Fire calls. Without the addition of these calls, our dispatch fees would remain flat.

STAFF RECOMMENDATION:	
Staff requests Board input on budgeting priorities.	

Evans Fire Protection District General Fund Long Range Financial Plan

salary freeze

only spending increases on	General Fund Long Range Financial Plan												
mandatory items	2024	2025	2026	2027	2028	2029	2030						
(insurance, dispatch, etc)	Audited	Estimated	BUDGET	Projected	Projected	Projected	Projected						
	Actuals	Year-End	20202.	,		,							
Beginning Fund Balance	7,211,082	8,457,850	8,845,236	8,967,207	8,601,655	8,187,840	7,565,645						
Revenues:													
Property Tax													
estimated total tax revenue	4,059,580	4,019,487	4,095,830	4,095,000	4,263,588	4,282,718	4,307,916						
Residential Properties	2,245,368	2,261,093	2,606,643	2,632,709	2,764,345	2,791,988	2,819,908						
Oil & Gas	681,936	582,074	160,723	120,542	90,407	67,805	50,854						
Other Property types	1,134,009	1,176,320	1,328,464	1,341,749	1,408,836	1,422,924	1,437,154						
State Backfill	500,439												
Specific Ownership Tax	147,154	149,666	135,000	135,000	135,000	135,000	135,000						
City of Evans IGA	200,000	200,000	200,000	-	-	-	-						
LaSalle IGA	9,451	9,815	9,913	10,013	10,113	10,214	10,316						
Fire Marshal IGA	81,445	92,749	80,000	-	-	-	-						
Interest Earned	308,470	260,537	154,534	156,852	159,205	161,593	161,593						
Grants	9,992	1,800	1,800	1,800	1,800	1,800	1,800						
Fees Fire Impact	446,115	137,456	35,000	35,000	35,000	35,000	35,000						
Fees Fire Prevention	12,324	11,360	4,000	4,000	4,000	4,000	4,000						
Transfer from Reserves	-	35,000	-	-	-	-	-						
Miscellaneous	38,883	20,787	-	-	-	-	-						
Total revenues	5,815,587	4,938,657	4,716,077	4,437,665	4,608,705	4,630,324	4,655,624						
Francis distringer													
Expenditures:	2 204 470	2.702.002	4 024 204	4 000 001	4 444 600	4 000 000	4 000 101						
Personnel	3,384,470	3,762,882	4,031,391	4,232,961	4,444,609	4,666,839	4,900,181						
Supplies & Services	586,456	625,933	502,715	510,256	517,910	525,679	525,679						
Asset Management	25,000	25,000	25,000	25,000	25,001	25,002	25,002						
Capital Fund	626,560	137,456	35,000	35,000	35,000	35,000	35,000						
Total Expenditures	4,622,486	4,551,271	4,594,106	4,803,217	5,022,520	5,252,520	5,485,863						
Excess Revenue Over	1,246,767	38 <i>7</i> ,386	121,971	(365,552)	(413,815)	(622,195)	(830,238)						
Expenditures			+										
Unappropriated Funds	8,457,850	8,845,236	8,967,207	8,601,655	8,187,840	7,565,645	6,735,407						

3% COLA inc PT Firefighters low Training OT low Staffing OT

Evans Fire Protection District General Fund Long Range Financial Plan

low Training OT							
low Staffing OT	2024	2025	2026	2027	2028	2029	2030
no LT stipend	Audited	Estimated	BUDGET	Projected	Projected	Projected	Projected
	Actuals	Year-End					
Beginning Fund Balance	7,211,082	8,457,850	8,845,236	8,867,878	8,398,030	7,874,705	7,137,524
Revenues:							
Property Tax							
estimated total tax revenue	4,059,580	4,019,487	4,095,830	4,095,000	4,263,588	4,282,718	4,307,916
Residential Properties	2,245,368	2,261,093	2,606,643	2,632,709	2,764,345	2,791,988	2,819,908
Oil & Gas	681,936	582,074	160,723	120,542	90,407	67,805	50,854
Other Property types	1,134,009	1,176,320	1,328,464	1,341,749	1,408,836	1,422,924	1,437,154
State Backfill	500,439						
Specific Ownership Tax	147,154	149,666	135,000	135,000	135,000	135,000	135,000
City of Evans IGA	200,000	200,000	200,000	-	-	-	-
LaSalle IGA	9,451	9,815	9,913	10,013	10,113	10,214	10,316
Fire Marshal IGA	81,445	92,749	80,000	-	-	-	-
Interest Earned	308,470	260,537	154,534	156,852	159,205	161,593	161,593
Grants	9,992	1,800	1,800	1,800	1,800	1,800	1,800
Fees Fire Impact	446,115	137,456	35,000	35,000	35,000	35,000	35,000
Fees Fire Prevention	12,324	11,360	4,000	4,000	4,000	4,000	4,000
Transfer from Reserves	-	35,000	-	-	-	-	-
Miscellaneous	38,883	20,787	-	-	-	-	_
Total revenues	5,815,587	4,938,657	4,716,077	4,437,665	4,608,705	4,630,324	4,655,624
Expenditures:	0.004.470	0.700.000	4.400.700	4 007 050	4.554.440	4 704 005	5 000 010
Personnel	3,384,470	3,762,882	4,130,720	4,337,256	4,554,119	4,781,825	5,020,916
Supplies & Services	586,456	625,933	502,715	510,256	517,910	525,679	525,679
Asset Management	25,000	25,000	25,000	25,000	25,001	25,002	25,002
Capital Fund	626,560	137,456	35,000	35,000	35,000	35,000	35,000
Total Expenditures	4,622,486	4,551,271	4,693,435	4,907,512	5,132,030	5,367,506	5,606,598
Excess Revenue Over Expenditures	1,246,767	387,386	22,642	(469,848)	(523,325)	(737,181)	(950,974)
Unappropriated Funds	8,457,850	8,845,236	8,867,878	8,398,030	7,874,705	7,137,524	6,186,551

6% COLA NO PT Firefighters same Training OT low Staffing OT

Evans Fire Protection District General Fund Long Range Financial Plan

same Training OT							
low Staffing OT	2024	2025	2026	2027	2028	2029	2030
no LT stipend	Audited	Estimated	BUDGET	Projected	Projected	Projected	Projected
	Actuals	Year-End					
Beginning Fund Balance	7,211,082	8,457,850	8,845,236	8,848,944	8,359,216	7,815,017	7,055,917
Revenues:							
Property Tax							
estimated total tax revenue	4,059,580	4,019,487	4,095,830	4,095,000	4,263,588	4,282,718	4,307,916
Residential Properties	2,245,368	2,261,093	2,606,643	2,632,709	2,764,345	2,791,988	2,819,908
Oil & Gas	681,936	582,074	160,723	120,542	90,407	67,805	50,854
Other Property types	1,134,009	1,176,320	1,328,464	1,341,749	1,408,836	1,422,924	1,437,154
State Backfill	500,439						
Specific Ownership Tax	147,154	149,666	135,000	135,000	135,000	135,000	135,000
City of Evans IGA	200,000	200,000	200,000	-	-	-	-
LaSalle IGA	9,451	9,815	9,913	10,013	10,113	10,214	10,316
Fire Marshal IGA	81,445	92,749	80,000	-	-	-	-
Interest Earned	308,470	260,537	154,534	156,852	159,205	161,593	161,593
Grants	9,992	1,800	1,800	1,800	1,800	1,800	1,800
Fees Fire Impact	446,115	137,456	35,000	35,000	35,000	35,000	35,000
Fees Fire Prevention	12,324	11,360	4,000	4,000	4,000	4,000	4,000
Transfer from Reserves	-	35,000	-	-	-	-	-
Miscellaneous	38,883	20,787	-	-	-	-	-
Total revenues	5,815,587	4,938,657	4,716,077	4,437,665	4,608,705	4,630,324	4,655,624
Evnandituras							
Expenditures: Personnel	2 204 470	2 762 992	4 1 40 CE 4	4 257 127	4 574 002	4 000 740	F 042 020
	3,384,470	3,762,882	4,149,654	4,357,137	4,574,993	4,803,743	5,043,930
Supplies & Services	586,456	625,933	502,715	510,256	517,910	525,679	525,679
Asset Management	25,000	25,000	25,000	25,000	25,001	25,002	25,002
Capital Fund	626,560	137,456	35,000	35,000	35,000	35,000	35,000
Total Expenditures	4,622,486	4,551,271	4,712,369	4,927,393	5,152,904	5,389,424	5,629,612
Excess Revenue Over Expenditures	1,246,767	<i>387,38</i> 6	3,708	(489,728)	(544,200)	(759,100)	(973,988)
Unappropriated Funds	8,457,850	8,845,236	8,848,944	8,359,216	7,815,017	7,055,917	6,081,929

RESOLUTION BOARD OF DIRECTORS EVANS FIRE PROTECTION DISTRICT

A RESOLUTION TO ENACT A SALES TAX IN THE EVANS FIRE PROTECTION DISTRICT FOR THE PURPOSE OF MAINTAINING ADEQUATE LEVELS OF FIRE AND EMERGENCY SERVICES TO THE COMMUNITY.

- 1. **Whereas**, the Evans Fire Protection District ("District") has determined that it requires additional revenue to maintain adequate levels of fire and emergency services to the community it serves;
- 2. **Whereas**, Section 32-1-1107, C.R.S., authorizes the District to adopt a tax on sales of tangible personal property at retail and services, subject to the approval of the District's eligible electors:
- 3. **Whereas**, the District finds that the revenue from a sales tax would significantly assist the District in addressing the need for additional revenue to maintain adequate levels of fire and emergency services to the community, as demands for service increase;
- 4. *Whereas*, Section 32-1-1107(1)(a), C.R.S., permits the District to submit a ballot issue on the question of adopting a sales tax to its eligible electors at an election to be held on November 4, 2025; and
- 5. Whereas, the District intends that its enactment of a sales tax as set forth herein shall comply and be interpreted to comply with the requirements of section 20, article X of the Constitution of the State of Colorado; article 1, title 32, C.R.S.; those provisions of article 2, title 29, C.R.S., as may be applicable to the District; and all other applicable provisions of law (collectively, "Applicable Law").

Now, therefore, be it resolved by the Board of Directors of the Evans Fire Protection District that:

Definitions

<u>Section 1 – Definitions</u>. All terms used in this Resolution shall have the same meaning as provided for in Section 39-26-102, C.R.S.

<u>Section 2 – Application of State Sales Tax.</u> Unless otherwise provided in this Resolution and any amendments thereto, or pursuant to Applicable Law, the provisions of article 26, title 39, C.R.S., shall govern the collection, administration, and enforcement of this sales tax.

Sales Tax Imposed

<u>Section 3 – Imposition of Sales Tax.</u> There is hereby imposed and there shall be collected a tax on all sales of tangible personal property and services described in Section 4 and occurring within the District. The tax is imposed as provided for in Section 29-2-105(1)(d), C.R.S. The sales tax shall be set at a rate of _____ percent (______%) of the amount of each sale. The taxable amount of a sale shall not include the amount of any sales or use tax imposed by article 26, title 39, C.R.S.

<u>Section 4 – Property and Services Taxed</u>. The sales of tangible personal property and services taxable under this sales tax shall be the same as the sales of tangible personal property and services taxable pursuant to Section 39-26-104, C.R.S.

<u>Section 5 – Place of Sale</u>. For the purpose of this sales tax, all retail sales are sourced as specified in Section 39-26-104(3), C.R.S.

Exemptions and Exclusions

Section 6 – General Sales Tax Exemptions. Except as otherwise provided herein or in Section 29-2-105(1)(d), C.R.S., the sales of tangible personal property and services taxable under this Resolution shall be subject to the same exemptions as those specified in part 7, article 26, title 39, C.R.S.

<u>Section 7 – Specific Exemptions Required by Section 29-2-105(1)(d), C.R.S.</u> In addition to the exemptions from the District's sales tax provided by part 7, article 26, title 39, C.R.S., the following additional exemptions from the District's sale tax shall apply:

- a. The exemption for sales of machinery or machine tools specified in Section 39-26-709(1), C.R.S., other than machinery or machine tools used in the processing of recovered materials by a business listed in the inventory prepared by the department of public health and environment pursuant to Section 30-20-122(1)(a)(V), C.R.S.;
- b. The exemption for sales of machinery or machine tools specified in Section 39-26-709(1), C.R.S., used in the processing of recovered materials by a business listed in the inventory prepared by the department of public health and environment pursuant to Section 30-20-122(1)(a)(V), C.R.S.;
- c. The exemption for sales of electricity, coal, wood, gas, fuel oil, or coke specified in Section 39-26-715(1)(a)(II), C.R.S.;
- d. The exemption for sales of food specified in Section 39-26-707(1)(e), C.R.S. For the purposes of this subsection, "food" is defined in Section 39-26-102(4.5), C.R.S.;
- e. The exemption for vending machine sales of food specified in Section 39-26-714(2), C.R.S.;

- f. The exemption for sales by a charitable organization specified in Section 39-26-718(1)(b), C.R.S.;
- g. The exemption for sales of farm equipment and farm equipment under lease or contract specified in Section 39-26-716(4)(e) and (4)(f), C.R.S.;
- h. The exemption for sales of motor vehicles, power sources, or parts used for converting such power sources as specified in Section 39-26-719(1), C.R.S.;
- i. The exemption for sales of wood from salvaged trees killed or infested in Colorado by mountain pine beetles or spruce beetles as specified in Section 39-26-723, C.R.S.;
- j. The exemption for sales of components used in the production of energy, including but not limited to alternating current electricity, from a renewable energy source specified in Section 39-26-724, C.R.S.;
- k. The exemption for sales that benefit a Colorado school specified in Section 39-26-725, C.R.S.;
- 1. The exemption for sales by an association or organization of parents and teachers of public school students that is a charitable organization as specified in Section 39-26-718(1)(c), C.R.S.;
- m. The exemption for sales of property for use in space flight specified in Section 39-26-728, C.R.S.;
- n. The exemption for retail sales of marijuana upon which the retail marijuana sales tax is imposed pursuant to Section 39-28.8-202, C.R.S., as specified in Section 39-26-729, C.R.S.;
- o. The exemption for manufactured homes, modular homes, tiny homes, and any closed panel system utilized in construction of a factory-built residential structure set forth in Section 39-26-721(3), C.R.S.;
- p. The exemption for sales of period products as specified in Section 39-26-717(2)(m), C.R.S.;
- q. The exemption for sales of incontinence products and diapers as specified in Section 39-26-717(2)(n), C.R.S.;
- r. The exemption for sales of eligible decarbonization building materials set forth in Section 39-26-731, C.R.S.; and
- s. The exemption for sales of energy storage systems set forth in Section 39-26-733, C.R.S.

<u>Section 8 – Food</u>. Notwithstanding any other provision of this sales tax regarding the taxation of food, this sales tax shall not apply to the following:

- a. Sales of food purchased with funds provided by the supplemental nutrition assistance program. For the purposes of this subsection (a), "food" has the same meaning as provided in 7 U.S.C. § 2012, as currently in effect and subsequently amended; and
- b. Sales of food purchased with funds provided by the special supplemental food program for women, infants, and children, as provided in 42 U.S.C. § 1786. For the purposes of this subsection (b), "food" has the same meaning as "supplemental food" provided in 42 U.S.C. § 1786, as currently in effect and subsequently amended.

<u>Section 9 – Certain Construction and Building Materials</u>. This sales tax shall not apply to the sale of "construction and building materials," as the term is used in Section 29-2-109, C.R.S., if the purchaser of such materials presents to the retailer a building permit or other documentation acceptable to the District evidencing that a local use tax has been paid or is required to be paid on the materials.

<u>Section 10 – Cigarettes</u>. This sales tax shall not apply to sales of cigarettes, as provided in C.R.S. § 29-2-105(9).

<u>Section 11 – Sales to a Telecommunications Provider</u>. This sales tax shall not apply to sales to a telecommunications provider of equipment used directly in the provision of telephone service, cable television service, broadband communications service, or mobile telecommunications service. It is the policy of this District that this exemption be applied in a uniform and nondiscriminatory manner to the telecommunications providers of telephone service, cable television service, broadband communications service, and mobile telecommunications service.

<u>Section 12 – Sales Subject to Specific Ownership Tax</u>. Sales of personal property on which a specific ownership tax has been paid or is payable are exempt from this sales tax when the sale meets both of the following conditions: (i) the purchaser is a nonresident of the District or has his/her/its principal place of business outside the District and (ii) the personal property sold is registered or required to be registered outside the District's jurisdictional boundaries under Colorado law.

Election

<u>Section 13 – Submission to Registered Electors</u>. This Resolution shall be submitted to a vote of the District's eligible electors on November 4, 2025, as provided by Section 32-1-1107(1)(a), C.R.S. The election shall be conducted in accordance with all Applicable Law.

<u>Section 14 – Agreements with Related Counties</u>. The District is authorized to execute and enter into an intergovernmental agreement with Weld County to coordinate the conduct of the election and the preparation and mailing of the notice required by Section 20, article X of the Constitution of Colorado.

<u>Section 15 – Designation of Election Official</u>. Sharon Bowles shall serve as the Designated Election Official ("**DEO**") for the conduct of the election on behalf of the District. Additionally, the District may, in its discretion, retain a special districts elections consultant to assist the DEO in conducting the election. The DEO and, if applicable, elections consultant, shall have full authority to take any and all actions necessary and appropriate to conduct the election in accordance with the requirements of Applicable Law.

<u>Section 16 – Ballot Title</u>. The ballot title for the sales tax question shall be in substantially the following form:

- MAINTAIN EMERGENCY RESPONDER STAFFING FOR THE DISTRICT'S FIRE STATIONS,
- INCREASE EMERGENCY RESPONDER STAFFING ON FIRE TRUCKS TO AID THE DISTRICT IN STRIVING FOR COMPLIANCE WITH NATIONAL STANDARDS,
- MAINTAIN FIRE AND EMERGENCY SERVICES OPERATIONS AND ADMINISTRATION, AND
- FUND SCHEDULED CAPITAL REPLACEMENTS,

SUCH SALES TAX TO BE IN ADDITION TO ALL OTHER TAXES LEVIED BY THE DISTRICT, AND SHALL THE DISTRICT BE AUTHORIZED TO COLLECT, RETAIN, AND SPEND ALL REVENUE GENERATED BY SUCH TAX IN EXCESS OF THE LIMITATION PROVIDED IN SECTION 20 OF ARTICLE X OF THE COLORADO CONSTITUTION AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITATIONS SET FORTH IN SECTION 29-1-301 OF THE COLORADO REVISED STATUTES, AND ANY OTHER LAW?

YES	
NO	

Collection, Administration, and Enforcement

Section 17 – Delivery and Notice to Colorado Department of Revenue of Approval of New or Changed Tax. If a new sales tax, or change to an existing sales tax as defined in Section 29-2-205(3), C.R.S., is approved by the District's eligible electors pursuant to this Resolution, the District's DEO, Chief Executive Officer (Fire Chief), or legal counsel shall provide a copy of this

Resolution and notice of its adoption and approval to the executive director of the Colorado Department of Revenue at least 45 days prior to the effective date of the sales tax created or changed herein.

If the District subsequently makes any change to this sales tax that is permitted to be made without an election, and that will affect the Colorado Department of Revenue's collection of the tax, the District's Chief Executive Officer (Fire Chief) or legal counsel shall also provide a copy of the change and notice of its adoption and approval to the executive director of the Colorado Department of Revenue at least 45 days prior to the effective date of the sales tax changed herein.

Section 18 – Delivery and Notice to the Colorado Department of Revenue of Proposal for New or Changed Tax. In addition to the notice required by Section 17 of this Resolution, if the District will submit a question to its eligible electors at a general or special election that would impose a new sales tax that the Colorado Department of Revenue will collect, or make any change to an existing sales tax that will affect the Department's collection, as defined in Section 29-2-205(3), C.R.S., the District's DEO, Chief Executive Officer (Fire Chief), or legal counsel must also provide written notice of the proposed sales tax question to the Colorado Department of Revenue prior to such election or implementation of such change, as applicable.

The District's DEO, Chief Executive Officer (Fire Chief), or legal counsel shall provide a copy of this Resolution submitting the question to the eligible electors and a copy of the measure that will appear on the ballot to the executive director of the Colorado Department of Revenue no later than 14 days after the adoption of this Resolution.

<u>Section 19 – Colorado Department of Revenue to Enforce</u>. The collection, administration, and enforcement of this sales tax shall be performed by the executive director of the Colorado Department of Revenue in the same manner as the collection, administration, and enforcement of the Colorado state sales tax, as supplemented by those provisions of article 2, title 29, C.R.S., as may be applicable to the District.

<u>Section 20 – Liaison.</u> Pursuant to Section 29-2-213, C.R.S., the District's Business Manager is designated as the District's liaison to the Colorado Department of Revenue. The District's Business Manager is authorized and directed to make agreements with the executive director of the Department, receive distributions, share information, and take any other actions necessary for the proper administration of the tax imposed by this Resolution. The District Fire Chief (Chief Executive Officer) or District Business Manager is authorized to delegate these duties to additional or alternate liaisons upon written notice to the executive director of the Department.

<u>Section 21 – Vendor Fee.</u> To defray the retailer's expenses in collecting and remitting this sales tax, every retailer is permitted to retain 3.33% percent of the tax collected for the District. If the retailer is delinquent in remitting the tax, other than in unusual circumstances shown to the satisfaction of the executive director of the Colorado Department of Revenue, the retailer is not allowed to retain any amount under this section, and the executive director shall deposit the local vendor fee remitted in the state general fund in accordance with Section 39-26-105(1)(c)(III), C.R.S.

General Provisions

<u>Section 22 – Effective Date</u>. If approved by the registered electors, this sales tax shall become effective on January 1, 2026.

<u>Section 23 – Duration</u>. If approved by the District's registered electors, this sales tax shall continue until repealed.

<u>Section 24 – Amendment</u>. This Resolution and the sales tax adopted herein may be amended by subsequent Resolution, unless otherwise prohibited by Applicable Law.

<u>Section 25 – Severability</u>. If any portion of this Resolution or the sales tax adopted herein is declared to be void or ineffective by a court of competent jurisdiction, it shall be deemed severed from this Resolution. The remaining portions shall remain valid and in full force and effect.

<u>Section 26 – Authority Vested in District Officials</u>. The District's DEO and staff are authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Resolution and the sales tax adopted herein.

<u>Section 27 – References to Colorado Law</u>. References to Colorado law are to the versions of those laws in effect at the time this Resolution was adopted as well as any subsequent amendments thereto.

Adopted this	18th	day	of	August,	2025	by	the	Board	of	Directors	of	the	Evans	Fire
Protection District.														
President				_	Secretary									
1 Testaent						_	CCIC	rai y						

Resolution No: 2025-06

RESOLUTION BOARD OF DIRECTORS OF THE EVANS FIRE PROTECTION DISTRICT

WHEREAS, the Evans Fire Protection District ("Fire District") is a political subdivision of the State of Colorado ("State"), organized pursuant to the Special District Act, C.R.S. § 32-1-101, et seq., to provide fire suppression, fire prevention and public education, emergency medical, emergency rescue, and hazardous materials services to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction (collectively, "Emergency Services");

WHEREAS, after extensively considering this matter, the District's Board of Directors ("*Board*") has determined that it is in the best interests of the District and the community it serves to seek voter authorization to establish and collect a sales tax in accordance with Article X, Section 20 of the Colorado Constitution and Title 1 of the Colorado Revised Statutes ("*Election Code*"), during the general election that will be conducted on November 4, 2025 ("*Election*"); and

WHEREAS, by this Resolution, the Board seeks to set forth certain procedures concerning the conduct of an Election on this ballot issue.

NOW, THEREFORE, be it resolved by the Board of Directors of the Evans Fire Protection District that:

- 1. A mail ballot election of the District's eligible electors shall be held on November 4, 2025, between the hours of 7:00 a.m. and 7:00 p.m.
- 2. Pursuant to C.R.S. §§ 1-1-104(6.5) and 1-7-116, the Board has determined that the Election should be conducted as a coordinated election with the Weld County Clerk and Recorder ("County Clerk").
- 3. Pursuant to C.R.S. § 32-1-804(2), the Board is required to appoint a Designated Election Official ("*DEO*") for District matters related to the conduct of the Election in accordance with the Election Code, the Act, and all other applicable laws, rules, and regulations (collectively, "*Applicable Law*"). Accordingly, the Board hereby designates Sharon Bowles to serve as the District's DEO for the Election. The Board may, in its discretion, retain a special districts elections consultant or firm to assist the District's DEO in conducting the election. The DEO and, if applicable, elections consultant or firm, shall have full authority to take any and all actions necessary and appropriate to conduct the Election in accordance with the requirements of Applicable Law.
- 4. Pursuant to C.R.S. § 1-7-116(2) the District is required to enter into an Intergovernmental Agreement ("*IGA*") with the County Clerk concerning the conduct of an Election no later than 70 days prior to the Election.
- 5. The Board hereby authorizes the District's DEO to enter into the IGA with the County Clerk as approved by the Board, and to submit the same to the County Clerk prior to the statutory deadline of August 26, 2025.

- 6. The District's DEO and, if applicable, elections consultant or firm, is authorized and directed to take all necessary or appropriate actions to effectuate the provisions of this Resolution, including but not limited to any actions outlined in the IGA with the County Clerk.
- 7. The District understands that the IGA outlines the specific duties of each entity and specific deadlines to be met by the District, some of which may differ from deadlines contemplated by Applicable Law so that the County Clerk can meet its obligations.
- 8. At the Election, there shall be submitted to the District's eligible electors one ballot issue. Pursuant to C.R.S. § 1-5-203(3), the DEO or, if applicable, elections consultant or firm shall certify the content of the ballot issue and send the same to the County Clerk by September 5, 2025, unless a different date is specified in the IGA with the County Clerk.
- 9. The Board hereby determines that the content of the ballot issue to be submitted to the eligible electors shall be as provided in the separate Resolution Establishing Sales Tax approved by the Board of Directors of even date herewith.
- 10. If, at the Election, a majority of the eligible electors voting in the Election approve the ballot issue, the District, acting through the Board, shall be authorized to proceed with all necessary and appropriate actions to establish and collect the sales tax in accordance with the ballot issue approved by the voters. Any authority to establish and collect the sales tax, if conferred by the results of the Election, shall constitute continuing authority to levy the tax so authorized at any one time, or from time to time, and neither the partial exercise of the authority so conferred, nor lapse of time, shall be considered as exhausting or limiting the full authority so conferred.
- 11. Nothing in this Resolution commits the District to participate in the Election should the Board decide not to participate prior to the September 5th deadline to submit the certified ballot to the County Clerk or should the Board withdraw the ballot issues prior to October 10th pursuant to C.R.S. § 1-5-208.
- 12. Pursuant to C.R.S. § 1-11-203.5, any election contest arising out of a ballot issue election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issues are set.
- 13. The District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation, if necessary, and those costs incurred pursuant to the terms and conditions of the IGA, if any.
- 14. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, its invalidity shall not affect any other provision.
 - 15. The provisions of this Resolution shall take effect immediately.

ADOPTED	this	18th	day	of	August,	2025,	by the	Board	of	Directors	of	the	Evans	Rural	Fire
Protection District.															

President	Secretary	

Evans Fire Protection District, hereinafter referred to as "Jurisdiction," does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as "Commissioners," and the Weld County Clerk and Recorder, hereinafter referred to as "County Clerk," concerning the administration of the November 4, 2025, Coordinated Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter "Code"), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1, and Title 32, C.R.S. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk's duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 4, 2025; and

WHEREAS, the Jurisdiction agrees to conduct a Coordinated Election with the County Clerk acting as the Coordinated Election Official; and

WHEREAS, the County Clerk is the "Coordinated Election Official," pursuant to C.R.S. § 1-7-116, C.R.S., and is to perform certain election services in consideration of performances by the Jurisdiction of the obligations herein below set forth; and

WHEREAS, such agreements are authorized by statute at C.R.S. §§ 1-1-111(3), 1-7-116, and 29-1-203, et seq.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

- The Jurisdiction is a special district which encompasses territory within Weld County.
 This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.
- 2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 4, 2025, Coordinated Election.
- 3. The Jurisdiction agrees to perform the following tasks and activities:
 - a. To do all tasks required by law of designated election officials concerning selfnomination and acceptance forms or letters as set forth in 1-13.5-303, C.R.S., any applicable provisions of Title 1, Article IV, Parts 8 and 9, C.R.S., and § 1-4-501, C.R.S.
 - b. Establish order of names and questions for Jurisdiction's portion of the ballot and submit to the County Clerk in final form. The ballot content, including a list of candidates, ballot title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to C.R.S. §1-5-203(3)(a). The Jurisdiction must provide a Spanish (US) translation of the ballot title and text for the County to provide a Spanish language sample ballot and a Spanish language in-person ballot pursuant to § 1-5-906 and 1-5-907, C.R.S. The translation services selected by the Jurisdiction must be screened and tested for proficiency in both written English and Spanish with affiliation or accreditation by a nationally recognized association of translators or have credentials or certifications that are comparable to or exceed the standards used by a nationally recognized association of translators, and must produce translations that are linguistically accurate, culturally appropriate, and technically consistent with the original documents. The County Clerk will require the certification of translation be turned in with the ballot content. 1 of 6

- c. Accept written comments for and against ballot issues pursuant to §§ 1-7-901, C.R.S., and Colorado Constitution Article 10, Section 20(3)(b)(v). Comments to be accepted must be filed by noon on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the Jurisdiction but only to the extent required pursuant to § 1-7-903(3), C.R.S. The full text of any required ballot issue notices must be transmitted to and received by the County Clerk no later than 43 days prior to the election pursuant to § 1-7-904, C.R.S. No portion of this Subsection 3(c) shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.
- d. Collect, prepare, and submit all information required to give notice pursuant to Colorado Constitution Article 10, Section 20(3)(b), the Taxpayer's Bill of Rights. Such information must be received by the County Clerk no less than 43 days prior to the election to give the County Clerk sufficient time to circulate the information to voters. Special Districts shall be solely responsible for circulating the notice required to property owners that reside out of Weld County pursuant to Colorado Constitution Article 10, Section 20(3)(b), the Taxpayer's Bill of Rights.
- e. Pay the sum of \$2.50 per registered elector eligible to vote in the Jurisdiction's election as of November 4, 2025, with a \$200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. If the Jurisdiction cancels the election before its Section 20, Article 10, the Taxpayer's Bill of Rights, notices are due to the County, and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses under this Subsection 3(e). The Jurisdiction shall also be responsible for costs of recounts pursuant to §§ 1-10.5-107 or 1-11-215, C.R.S., except for costs collected from an "interested party" pursuant to § 1-10.5-106 which shall be collected by the entity conducting the recount.
- f. Designate an "election official" who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- g. Mail ballot issue notices pursuant to § 1-7-906(2) for active registered electors who do not reside within the county or counties where the political subdivision is located.
- h. Carry out all action necessary for cancellation of an election including notice pursuant to § 1-5-208, C.R.S., and pay any costs incurred by the County Clerk within 30 days of receipt of an invoice setting forth the costs of the canceled election pursuant to § 1-5-208(5), C.R.S.
- i. In order to ensure property owners are accurately represented in special district elections, Weld County will provide Jurisdiction with a list of registered UOCAVA voters. Jurisdiction shall compare said list of registered UOCAVA voters with the district's list of property owners and provide Weld County with a list of property owners that are eligible to vote within the special district but who are not registered voters within the special district by September 17th. Jurisdiction must provide the voter's ID number on the list of property owners returned to Weld County. Weld County will mail such UOCAVA property owner(s) a ballot by September 20th.

- j. In order to ensure that property owners are accurately represented in special district elections, Weld County will provide Jurisdiction with a list of the voters registered within the special district. Jurisdiction shall compare said list of registered voters with the district's list of property owners and provide Weld County with a list of property owners that are eligible to vote within the special district but who are not registered voters within the special district by September 24th. Jurisdiction must provide the voter's ID number on the list of property owners returned to Weld County. Weld County will mail such property owner(s) a ballot by October 10th. Weld County will charge the \$2.50 for each property owner ballot mailed in addition to any charges specified in above Section 3(e).
- k. Jurisdiction shall verify as being accurate the list of registered elector's names and addresses previously forwarded to the Jurisdiction by the Weld County Clerk and Recorder's Office. By signing this Agreement, Jurisdiction certifies that the list of registered elector's names and addresses has been reviewed by the Jurisdiction and is accurate. The Jurisdiction will promptly notify Weld County's contact listed below of any changes to the information contained in said list.
- I. By September **5th**, Jurisdiction shall notify all candidates to call the Election Office at 970-400-3109 to leave a voice mail on how to pronounce the candidate's name for the audio ballot.
- 4. The County Clerk Agrees to perform the following tasks and activities:
 - a. Except as otherwise expressly provided for in this Agreement, to act as the Coordinated Election Official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the Coordinated Election Official.
 - b. Circulate the Taxpayer's Bill of Rights notice pursuant to Colorado Constitution Article 10, Section 20 to only those active eligible electors residing within the special district. Jurisdiction shall be solely responsible for circulating Taxpayer's Bill of Rights notice required to property owners that reside out of Weld County.
 - c. Circulate general Ballot Issues notices pursuant to §§ 1-7-905 and 1-7-906(1), C.R.S. and publish and post notice, as directed in § 1-5-205, C.R.S.
 - d. Designate the statutory required number of drop boxes during the election cycle. Designate not less than the statutory requirement of voter service and polling centers for early voting and election day.
 - e. After Election Day, bill Jurisdiction for number of registered electors within the Jurisdiction as of Election Day; identify the members of the Board of Canvassers eligible for receiving a fee; and bill the Jurisdiction for the fees.
 - f. Designate an employee of the Weld County Clerk and Recorder's Office, Election Division to act as a primary liaison or contact between the County Clerk and the Jurisdiction.
 - g. The County Clerk shall appoint, and train election judges and this power shall be delegated by the Jurisdiction to the County Clerk, to the extent required or allowed by law.

h. Select and appoint a Board of Canvassers to canvass the votes, provided that the Jurisdiction, at its option, may designate one of its members and one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that Jurisdiction. If the Jurisdiction desires to appoint one of its members and an eligible elector to assist, it shall make such appointments, and shall notify the County Clerk in writing of such appointments not later than 15 days prior to the election. The County Clerk shall receive and canvass all votes and shall certify the results in the time and manner provided and required by the Code. The County Clerk shall perform all recounts required by the Code.

5. Additional Provisions

a. Time of the Essence.

Time is of the essence in this Agreement. The statutory time frames of the Code shall apply to the completion of the tasks required by this Agreement.

b. Right of Termination.

If Jurisdiction fails to accomplish its obligations, County is relieved of any further obligation under this agreement. Jurisdiction is fully responsible for any actions that result from its failure to meet its obligations.

c. No Waiver of Privileges or Immunities.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§ 24-10-101 et seq., as applicable now or hereafter amended, or any other applicable privileges or immunities held by the parties to this Agreement.

d. No Third-Party Beneficiary Enforcement.

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

e. Entire Agreement, Modification, Waiver of Breach.

This Agreement contains the entire Agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter

of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement and any attached exhibits shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, or subsequent, breach.

f. Notice provided for in this Agreement shall be given by the Jurisdiction to the primary liaison designated according to section 4.f. above:

Adam Gonzales

Phone: (970) 400-3178 Fax: (970) 304-6566

Email: agonzales@weld.gov

Address: PO Box 459, Greeley, CO 80632

Notice provided for in this Agreement shall be given to the Jurisdiction election official referred to in 3(f) of this Agreement by phone:

Pesignated Election Official for Jurisdiction:	
Phone:	
fter hour phone number:	
dditional Contact Information:	
ax:	
-mail:	
ddress:	

[REST OF PAGE INTENTIONALLY LEFT BLANK]

DATED this day of	, 2025.
WELD COUNTY CLERK AND RECORDER	BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WELD COUNTY
Carly Koppes, Clerk and Recorder	Perry Buck, Chair
APPROVED AS TO FORM:	ATTEST: Clerk to the Board of County Commissioners
County Attorney	Deputy Clerk to the Board
Evans Fire Protection District APPROVED AS TO FORM:	ATTEST:
Attorney for Jurisdiction (Signature)	Designated Election Official for Jurisdiction (Signature)



Board of Directors, Evans Fire Protection District Board of Directors c/o Ms. Sharon Bowles Business Manager and and Chief Joe DeSalvo sbowles@evansfiredistrict.org

Dear Board of Directors,

Thank you for the opportunity to assist the District as the Designated Election Official for the coordinated TABOR election in November, 2025.

We will endeavor to work with you and other staff members at the Fire District to deliver a successful election through transparent communication and collaboration, as efficiently as possible.

We have based this proposal on our discussion with you. These estimates are based on comparisons to recent mail ballot election list compilations project for approximately 13,000 homes within the District to estimate the property owner and voter list compilation, preparation of TABOR notices and publications in coordination with legal counsel, financial obligation notice coordination, supplementary TABOR notice mailings, and question certification to the County.

We will continue to maintain ongoing communication with counsel and District leadership and County Assessor and Election offices.

Please find the supporting estimated expense detail attached, and contract for services, if acceptable.

If you have any questions, please do not hesitate to call us at 303-482-1002.

We look forward to running a successful election with you!

Warm regards,

Sarah E. E. Shepherd

President



Evans Fire Protection District Election Management Consultant and Designated Election Official (DEO) Proposal For November 4, 2025 Coordinated Mail Ballot Election

Circuit Rider of Colorado specializes in helping special Districts achieve great results with their election process.

We have diverse expertise in election and District management, coordinated through a team approach. We offer local and professional, yet personal presence. Our team approach supports and enables our team and clients to provide the best in their area of expertise, in service of the District and its constituents.

General Overview – The Designated Election Official Coordinated TABOR Election

This proposal is to provide administrative election services, specifically: election question coordination and certification, TABOR notices and mailings, and voter list preparation for property owners to receive a ballot from County Elections offices at Weld County per budget and appropriations.

Weld County list totals: approximately 13,000 voters

All eligible electors who are property owners and do not appear on the Voter Lists must be provided to the Counties by September 19 with voter ID and ballot mailing address as provided by the Secretary of State database. We estimate the list preparation to take between 90-120 hours of time. If estimated hours and list totals come under these amounts, we will advise the District's Chief and Business Manager to reduce the contract rate appropriately.

Key Deliverables

Deliverable	Description
General election management (DEO)	DEO will deliver final additional property owner-derived voter lists to the County by the September 19 deadline. DEO will assist in overseeing ballot and TABOR notice translations as required by the County, certifying/filing the ballot content with the County, TABOR and other printed, published, posted notices and publications, TABOR notice supplemental mailing and certifying the final election count as provided by each County's abstract of ballots, after Election Day.



Contractual Considerations

At Circuit Rider, we strongly believe that we are well-equipped provide all of the services that have been requested at a cost that will yield quality results and successful outcomes and meets all required State and local statutory regulations.

Fee and Expense Schedule

Estimated Fees for services	Costs
Not-to-exceed list preparation: DEO Duties in coordination with County and District consultants, billed hourly at \$175/hour:	\$15,750* \$3,500
 Estimated costs (all at-cost) Mileage (Trips to District Offices, if needed): Translation Services: TABOR Supplemental Mailing County Lists and Publication Notices *Note costs are pass through, as cost.	\$n/a \$100 \$500 \$400
Special services beyond scope, legal considerations:	\$175 per hour
Total Fee/Expense Estimate:	\$20,250

ELECTION MANAGEMENT SERVICES AGREEMENT

Subject: 2025 Election Services

Date: July 22, 2025

Description: Evans Fire Protection – Election Services

CIRCUIT RIDER OF COLORADO, LLC ("Consultant") agrees to perform professional consulting and management services for the EVANS FIRE PROTECTION DISTRICT ("District"), in accordance with the terms of this Management Services Agreement ("Agreement"), effective July 22, 2025 ("Effective Date").

1. DESCRIPTION OF SERVICES TO BE PERFORMED:

Consultant shall provide to the District the special district management/election services as more fully described in the Scope of Work prepared by Consultant and attached as **Exhibit A** ("Services").

2. TERM OF AGREEMENT:

- A. The term of this Agreement shall begin as of the Effective Date and shall expire on December 31, 2025. As a condition precedent to signing/any renewal, the District must make an appropriation of funds sufficient to meet its financial obligations for the Services for the ensuing term.
- B. This Agreement also may be terminated by either party in accordance with Section 10, below.
- C. Any notice permitted or required by this Agreement shall be in writing and shall be hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to a party at the address provided under 'Acceptance of Agreement' below. This 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.

3. COMPENSATION:

In 2025, all services provided by the Consultant are provided at a not-to-exceed rate of \$19,250, (\$7,875 due at execution of this contract, and not-to-exceed \$11,375 plus mileage and supply/mailing/counting/publication/list/translation cost reimbursements due upon completion of the election). Services are billed hourly at \$175 per hour.

Additional work above the \$19,250 not-to-exceed amount must be approved <u>prior</u> to the Consultant incurring the expenses, except for mileage and expenses. Any such additional work shall be memorialized by email or letter by authorized staff

or in the official minutes of the Board meetings. Such additional work that is authorized by the District will be billed at the rate of \$175 per hour.

4. PAYMENT SCHEDULE, TERMS AND CONDITIONS:

Billings for mileage and expenses, and additional pre-approved fees (if any), will be submitted at the beginning of each month for Services performed the previous month. Payment is due within thirty-one (31) days of receipt of invoice. All accounts not paid within sixty (60) days of Invoice Date may be subject to a finance charge of 18% per annum on the unpaid balance of undisputed amounts. Late payments will not apply if Consultant is responsible for processing financial claims.

5. OWNERSHIP OF WORK PRODUCT/DISCLOSURE:

All information gathered generated, and/or produced in connection with Consultant's performance of this Agreement ("Work Product") shall be and remain the property of the District, whether or not in final form. The District shall be entitled to obtain possession of the entire Work Product at any time. Should the District make use of the Work Product for a use not included under the scope of this Agreement, District shall assume all liability for such reuse.

6. INDEPENDENT CONTRACTOR:

It is understood and agreed by and between the parties that the status of Consultant shall be that of an independent contractor and of a corporation retained on a contractual basis to perform professional or technical services, as provided in C.R.S. § 8-40-202(2)(b)(I)-(IV), and it is not intended, nor shall it be construed, that Consultant, or any of its owners, employees, agents or representatives, are an employee of the District, or for any other purpose whatsoever. Without limiting the foregoing, the parties hereby specifically acknowledge that consultant and its owners, employees and agents are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by consultant or some other entity besides the District, that consultant and its owners, employees and agents are not entitled to workers' compensation benefits from the District, and that consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement.

7. INSURANCE:

The Consultant shall maintain, at the Consultant's expense, insurance with the amounts set forth below:

A. Worker's Compensation and Employees Liability: At least statutory limits of \$100,000 each accident; \$500,000 policy limit; and \$100,000 for each employee of Consultant.

- B. Comprehensive General Liability: \$1,000,000 each occurrence and in the aggregate in combined single coverage for bodily injury and property damage.
- C. Automobile Liability: \$500,000 each accident for bodily injury; \$300,000 each person for bodily injury;
 \$500,000 each accident property damage or: a combined single limit of \$500,000.
- D. Professional Liability: \$2,000,000 aggregate limit.

Certificates of Insurance showing the Consultant is carrying the above-described insurance will be provided to the District, upon request. All certificates of insurance will include language stating that should the insurance policy be canceled before its expiration date the insurance company shall provide 30 days written notice to the District. The District shall be listed as "additional insured" on the comprehensive liability insurance policy/certificates and all automobile liability insurance policy/certificates, upon request. All sub-contractors will be required to meet the same insurance provisions outlined above.

8. INDEMNIFICATION:

Consultant agrees to indemnify and the District harmless from and against all claims, liability, damages, suits or actions, and all attorneys' fees, costs and expenses (collectively "Legal Claims"), which may be incurred by or brought against the District on account of an error, omission or negligent or intentional act by Consultant in the performance of Consultant's Services under this Agreement. The District shall have the right to select the legal counsel to represent it in connection with such Legal Claims notwithstanding Consultant's obligation to indemnify the District in connection therewith.

9. COLORADO GOVERNMENTAL IMMUNITY ACT NOT WAIVED:

This Agreement is not intended to waive, 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 District and its current and former directors, officers, employees and volunteers 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.

10. TERMINATION:

- A. <u>Automatic Termination.</u> Unless sooner terminated as provided herein, this Agreement shall terminate automatically at the conclusion of the term.
- B. <u>Termination for Convenience</u>. Either party may terminate this Agreement upon thirty days written notice without cause.

C. <u>Termination for Cause</u>. Either party may terminate this Agreement upon seven days prior written notice for cause. Either party shall be entitled to cure any deficiencies of performance within seven days of being notified in writing of any such deficiency(ies). If the deficiency identified in the written notice is corrected within the seven days, or if good faith efforts have been made toward correcting the deficiencies if unable to be recorded within seven days, then the deficiency shall be deemed cured and the notice of termination withdrawn. Notwithstanding the foregoing, the Consultant may terminate this Agreement for non-payment by the District upon 15 days prior written notice. If the District makes payment in full within 15 days of receipt of the written notice, then the payment deficiency shall be deemed cured and the notice of termination withdrawn.

11. APPROPRIATIONS STATEMENT:

All direct and indirect financial obligations of Customer under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If Customer's governing body fails to appropriate funds for Customer's obligations under this Agreement, this Agreement shall terminate on January 1 of the year for which the non-appropriation occurred, and neither party shall have any further obligation to the other party under this Agreement.

12. MISCELLANEOUS:

Colorado law governs this Agreement. Jurisdiction and venue for any dispute arising under this Agreement shall be in the Jefferson County District Court. This Agreement is the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended 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 is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not assignable by Consultant or the District without the prior written consent of both parties. 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 attorney's 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, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

13. FORCE MAJEURE:

Neither Party shall be liable to the other for, or be considered to be in breach of or default under this Agreement because of, any delay or failure in performance by such Party under this Agreement to the extent such delay or failure is due to any cause or condition beyond such Party's reasonable control, including weather, acts of god, or epidemic or pandemic and related compliance to Federal, State and County Health Department requirements. Each Party shall exercise reasonable

diligence to overcome the cause of such delay; provided, however, that to the extent the cause of such delay arises from any breach of, or failure by the other Party to perform any of its obligations under this Agreement, the costs and expenses incurred by the Party that has delayed or failed in its performance under this Agreement to overcome the cause of such delay shall be for the account of such other Party.

14. ACCEPTANCE OF AGREEMENT:

Consultant and the District herewith accept the terms and conditions of this Agreement as acknowledged below:

DISTRICT:	EVANS FIRE PROTECTION DISTRICT	
By:	, President	Date:
	100 37th Street vans, CO 80620	<u> </u>
CONSULTA	NT: CIRCUIT RIDER OF COLORADO, I	LLC
By:		
Name:	Sarah E. E. Shepherd	
Title:	President	
Address:	P.O. Box 359	
	Littleton, Colorado 80160	
Date:		

EXHIBIT A: SCOPE OF WORK

As the District's Designate Election Official (DEO) and Administrative Manager, Circuit Rider of Colorado, LLC is designated as a representative of the District. Circuit Rider of Colorado, LLC is authorized to act for and on behalf of the District within the scope of this Agreement, and any additional work authorized by the Board. The DEO/Election Manager will enforce, adhere to and be bound by the established policies and the direction of the Board of Directors of the District. The District Election Administrative Manager will serve the District in accordance with all prevailing applicable laws of any governmental body or agency having jurisdiction over the District, the DEO/Election Manager, and its agents and consultants.

Circuit Rider of Colorado, LLC will have no right or interest in any of the District's assets, nor any claims or liens with respect thereof, arising out of this Agreement, other than payment for the performance of the duties and responsibilities contained in this Agreement, or, for the performance of the additional special services subsequently assigned by the Board. The DEO may not bind the District to any financial obligation, or obligate the District in any manner, financial or otherwise, except to the extent specifically provided in this Agreement or authorized and/or ratified by the Board.

Circuit Rider of Colorado, LLC will perform the following duties and have corresponding authority to act on behalf of the District in the following matters and in all matters subsequently directed by the Board or Designated Election Official. Circuit Rider of Colorado, LLC will keep the Board and Designated Election Official informed as to the services it provides the District.

GENERAL SERVICES

- A. Agent of the District: Circuit Rider of Colorado, LLC and its professional and administrative staff will serve the District and its Board and as the Election Manager "Manager," and Sarah Shepherd will serve at the Designated Election Official, "DEO". The Manager and DEO will communicate with constituents, consultants, governmental and regulatory agencies, on behalf of the District and its Board and Deputy DEO, as requested, during the election process and completion.
- **B.** Coordinated Elections: The Election Manager will coordinate with Legal Counsel to provide election administration, including preparation of election materials, lists, and publications, meeting the compliance calendar, legal notices, coordinate with the Department of Local Affairs, County department, for election trainings, voter lists, and conduct of the election.

Circuit Rider of Colorado, LLC and its professional and administrative staff will communicate with constituents, consultants, governmental and regulatory agencies, on behalf of the District and its Board. The Election Manager will coordinate with the Designated Election Official regarding the supervision of the election operations.

- C. Advisor to the Board: The Election Manager and DEO will act as advisor and consultant to the District, its Board, and Deputy Designated Election Official. The Election Manager and DEO will keep the Board and Deputy Designated Election Official informed of any matters that, in the opinion of the Designated Election Official, requires the attention of the Board.
- Manager will provide reports in person, by telephone and electronic media (email), and written communications, regarding matters of a material nature in a timely manner to the Board, Deputy Designated Election Official, other consultants, contractors and constituents. Through coordination with Legal Counsel, the Election Manager will respond to reasonable requests for information in accordance with the Open Records Act and other federal, state, and local laws. Upon reasonable notice, the District's employees, representatives, and agents shall have access to all records generated, received and/or maintained by Consultant in the performance of this Agreement during normal business hours.
- E. Coordination with Other Governments/Agencies/Associations: Circuit Rider of Colorado, LLC will coordinate with the Board, Deputy Designated Election official, County officials, accountant, auditor, and with Legal Counsel, as needed, for proper and timely compliance and report submissions with/to Federal, State, the judicial court system, and other local governments and their departments with regulatory agencies as required by law; and with associations such as the Special District Association.

FIRE PREVENTION BUREAU REPORT



Evans Fire Protection District

Fire Prevention Bureau Report: August 2025



July - August 2025 EFPD Highlights:

- The Colorado Wildfire Resiliency Code (CWRC) was officially adopted by the State of Colorado on **July 1, 2025**. https://dfpc.colorado.gov/WRCB
 - o To review the senate bill to learn more https://leg.colorado.gov/bills/sb23-166
 - Following the adoption by the state, all "governing bodies" must adopt a code by April 1,
 2026, that meets or exceeds the state standards set forth in the 2025 CWRC.
 Implementation and enforcement of that adopted code is determined by the governing bodies, which may include different entities and agreements.
 - Here is a link to the CWRC map to see where this code will impact areas of our fire district.
 https://drive.google.com/file/d/1bhSESWE9pei6MMsv52VeGtC_WBgD7bVA/view?usp=sharing
 - Fire Marshal Becker will be attending DFPC Peer Exchange Meetings to better understand and advise the board on the most appropriate steps moving forward.
 https://coresiliency.colorado.gov/facilitating-local-resilience-networks
 - It will be necessary at some point to also meet with our Fire District Attorney to get formal legal advice on exactly what is recommended for the Evans Fire Protection District.
- We have met with the City of Evans and arrangements for the upcoming **Evans Heritage Days** on September 13th are in full swing. The arrangements will be very similar to years past except for a lot more food and vendor options.
 - Plan to see our fire district featured in the parade, providing EMS standby for the event, and inspecting and monitoring the fireworks show.
- Notable ongoing Construction and Fire Protection System Projects in the EFPD are:
 - o 37th Street Improvements
 - Prairie Drive Improvements
 - o McDonald's 3100 Southgate Drive
 - Southgate Development
 - City of Evans Police Department
 - o Chevron / PDC Energy Oxford 1-16 Pad (CR 394 & CR 33) 16 well pad
 - o Liberty Draw Subdivision
 - Murphy's USA Convenience Store 1012 37th Street
 - O Hunter's Reserve Plaza II 3308 37th Street
 - o Mountain Cement Company 23273 47th Avenue

[&]quot;Providing Professional Fire and Emergency Services with Dedication, Compassion and Excellence"

ADMINISTRATIVE REPORT



Dispatch

• We are working on solidifying closest unit dispatching agreements with Greeley, Front Range, LaSalle, and Platte Valley. We will be doing some testing in the coming weeks with dispatch to identify any gaps and ensure this meets everyone's needs while still being able to provide services to their own districts.

FMS

• UC Health compliance reporting for July has not been received yet due to the board meeting being moved up a week. UC Health is aware that they were out of compliance for June and they are working to resolve it.

Training

• The task book for Acting Captain & Acting Lieutenant positions has been created. All personnel who will be in these positions will be required to complete this task book before they take on these additional responsibilities.

Community Outreach

- The annual open house will be held on September 6th. More information to come in the next several weeks.
- The community engagement fliers have been mailed out and ads on social media have received lots of attention. We've received feedback via email and in person throughout this process. The majority of this project has been educating the community on who we are as a Fire District.

Current Staffing

- 22 total staff members
 - o 18 full-time shift firefighters
 - 2 firefighters out on parental leave
 - o 4 full-time administrative staff
 - Fire Marshal position shared with PV & LaSalle

Around the Firehouse

- On 8/2 at approx. 1am, B-Shift responded automatic aid with Greeley Fire to a structure fire in the 1900 block of 30th Street. This fire was the result of an individual who barricaded themselves inside of an apartment. Crews assisted with some overhaul after the fire was extinguished.
- On 8/4 at approx. 3am, C-Shift responded to the 3100 block of State Street on report of a structure fire. Crews arrived on scene of a small shed that was on fire. The fire was quickly extinguished preventing it from spreading to the house. There were no injuries and investigators from EFPD and the ATF are working to determine the cause of the fire.

- On 8/4 at approx. 3:30pm, A-Shift responded to a traffic accident in the area of 37th St & Harbor Lane. Crews arrived on scene of a single vehicle that had rolled over into the back yard of a residence. The incident resulted in damage to a light pole as well as a large section of fence for two properties. Eastbound 37th St. was closed for about an hour during the incident. There were two occupants in the vehicle that sustained minor injuries.
- On 8/10 at approx. 8pm, A-Shift responded mutual aid with Greeley Fire to a 2nd Alarm structure fire in the 500 block of 6th Street. EFPD responded with an engine and assisted with fire operations once they arrived on scene.
- On 8/12, A-Shift responded to the area of 54th Street Rd. & 47th Avenue on report of a Vegetation Fire. While enroute, the call was changed to a structure fire as the fire had possibly spread to a barn on an adjacent property. Crews arrived on scene and found two separate fires burning in a ditch with one barn being threatened. The fire was quickly extinguished preventing any damage to any structures or any other property. There were no injuries and the cause is under investigation. Mutual aid was received from Front Range and LaSalle Fire Districts.
- Crews were able to train on a variety of scenarios in some buildings that the City of Evans has scheduled for demolition.

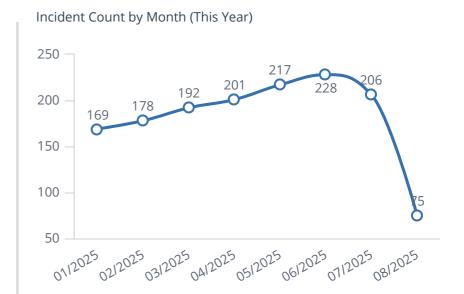




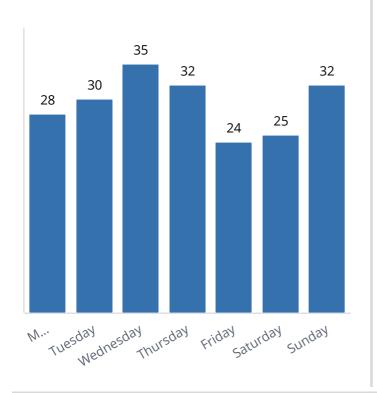
July 2025 Incidents

Count of Total Incidents

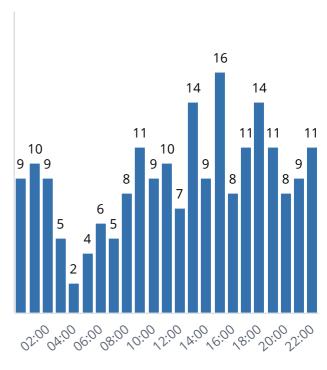
Count of Incidents



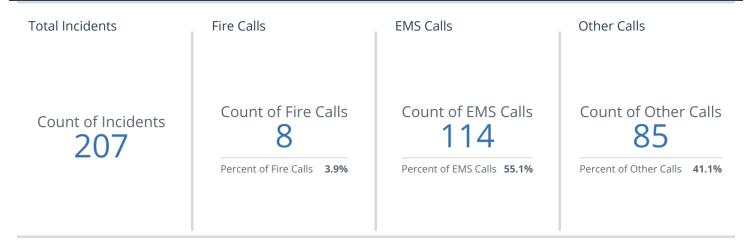
Incident Count by Day of Week

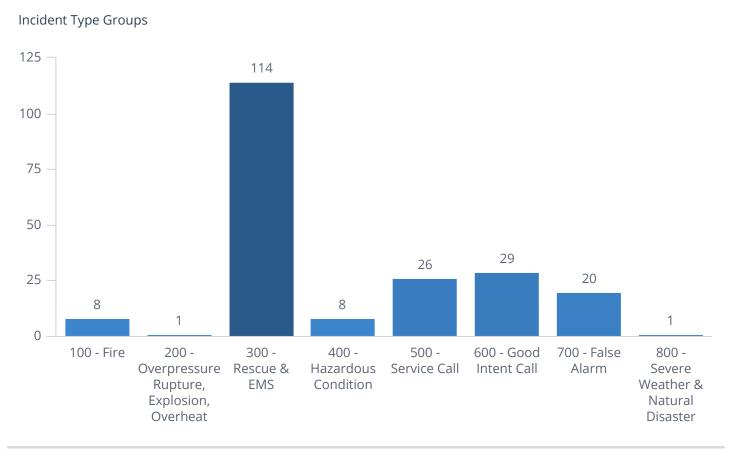


Incident Count by Hour of Day



July 2025 Incidents





Incid	lent Type Group	Incident Type	Incidents
100 -	Fire	Brush or brush-and-grass mixture fire	1
		Building fire	3
		Cooking fire, confined to container	1
		Grass fire	2
		Passenger vehicle fire	1
100 -	Fire Total		8
200 -	Overpressure Rupture	e, Excessive heat, scorch burns with no ignition	1
300 -	Rescue & EMS	Abdominal Pain	6
		Assault	2
		Automatic Crash Notification	2
		Back Pain	1
		Breathing Problem	4
		CPR	1
		Diabetic	2
		Drowning / Near Drowning	1
		EMS call, excluding vehicle accident with injury	6
		Fall	3
		Medical assist, assist EMS crew	54
		Motor vehicle accident with injuries	4
		Motor vehicle accident with no injuries.	9
		Psychiatric / Suicide Attempt	4
		Pulseless Arrest	1
		Sick Person	8
		Stab / Gunshot / Penetrating Trauma	1
		Transfer / Interfacility	2
		Traumatic Injuries	1
		Unconscious / (Near) Fainting	2
300 -	Rescue & EMS Total		114
400 -	Hazardous Condition	Arcing, shorted electrical equipment	1
		Carbon monoxide incident	1
		Gas leak (natural gas or LPG)	4
		Power line down	2
400 -	Hazardous Condition	Total	8
500 -	Service Call	Animal rescue	2
		Assist invalid	12
		Assist police or other governmental agency	1
		Cancelled After Standby	2
		Cover assignment, standby, moveup	1
		Police matter	6
		Unauthorized burning	1
		Water or steam leak	1
500 -	Service Call Total		26
600 -	Good Intent Call	Dispatched & canceled en route	18
		No incident found on arrival at dispatch address	11
600 -	Good Intent Call Total		29

700 - False Alarm	Alarm system activation, no fire - unintentional	2	
	Alarm system sounded due to malfunction	4	
	Carbon monoxide detector activation, no CO	2	
	CO detector activation due to malfunction	1	
	Smoke detector activation due to malfunction	7	
	Smoke detector activation, no fire - unintentional	3	
	Sprinkler activation, no fire - unintentional	1	
700 - False Alarm Total		20	
800 - Severe Weather & Natu Lightning strike (no fire)			
Grand Total		207	

