#### 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: July 28, 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 <a href="three">three</a> (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. Guest Speaker: Aden Hogan, Former City of Evans City Manager
- 4. Review & Consider 2024 Audited Financial Statements
- 5. Review & Consider Surplus Apparatus
- 6. Review & Consider Intergovernmental Agreement for Water Rescue Response and Resource Sharing
- 7. Review & Consider City of Evans Request for Waiver of Fire Impact Fees
- 8. Discussion: Potential for Sales Tax Revenue
- 9. Discussion: 2026 Preliminary Budget
- 10. Fire Prevention Bureau Report
- 11. Administration Report
- 12. Legal Counsel Update
- 13. Director's Reports
- 14. New Business
- 15. Executive Session
  - a. Pursuant to C.R.S. § 24-6-402(4)(b) to receive advice of legal counsel regarding community engagement
- 16. Adjournment

Next regular meeting is scheduled for August 18, 2025 at 6:30 p.m.

#### 2025 Financial Update

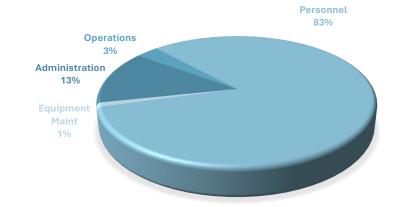
unaudited expenses and revenues through June 30, 2025

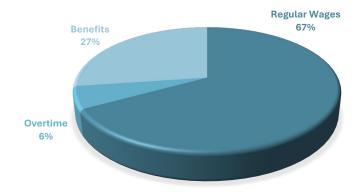
REVENUES											
<b>General Revenue</b>					Impact Fee	es					
Budget	Revenue	Collected YTD	to be	collected		Bud	dget	Fees Col	llected YTD	overage	collected
\$ 4,193,696	\$	3,035,493	\$	1,158,203		\$	35,000	\$	37,639	\$	2,639
*does not include Impact Fees		27.62%		YTD In	nterest Earned	\$	3,371.37		107.54%		
COLOTRUST											

COLOTRUST				
	Account Balance		YTD Income Earned	
	\$	6,123,936	\$	132,758

					FXPI	ENDITU	IRFS					
Administr	ration	EAL					Operation	ıs				
Вι	Budget Expense YTD		nse YTD	Remaining Budget			Budget		Expense YTD		Remaining Budget	
\$	351,352	\$	303,501	\$	47,851		\$	157,797	\$	70,290	\$	87,507
					13.62%							55.46%
Personne	Personnel Equipment N		nt Maint									
Comb	ined Total	Comb	ined YTD	Combin	ed remaining		Βι	udget	Exper	ise YTD	Remaini	ng Budget
\$	3,800,891	\$	1,865,995	\$	1,934,896		\$	79,729	\$	23,178	\$	56,551
					50.91%							70.93%

YTD Expenses YTD Personnel





June 2025 expenses in excess of \$1,000		
BearCom	Knox boxes	\$ 1,061
CO FF Heart - Circulatory Ben	26H-012318	\$ 3,136
MES-Municipal Emergency Srvc	PPE	\$ 1,132
Origin Engineering	prop	\$ 4,000
Sean Walsh Consulting	consulting fee	\$ 5,000
Seawestern Fire Fighting Equipment	RIT bags	\$ 4,403
Wex	fuel	\$ 1,010
Witmer Public Safety	TICs	\$ 6,259

TOTAL AVAILABLE FUNDS	COLOTRUST		FNBO Operating	ļ	FNBO Impact Fees	
Unappropriated*	\$	3,580,736				
AMP			\$ 437,761			
Capital	\$	2,543,200	\$ -	\$	476,859	
Operating Fund			\$ 2,602,453			
TOTALS	\$	6,123,936	\$ 3,040,214	\$	476,859	\$ 9,641,009

<sup>\*</sup>Includes Board required Operating Reserve per financial policies, which exceeds TABOR reserve requirement

#### EVANS FIRE PROTECTION DISTRICT BOARD OF DIRECTORS - REGULAR MEETING JUNE 23, 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 June 23, 2025, at Evans Fire Station 2, 2100 37th Street, Evans, Colorado, 80620.

#### **PLEDGE OF ALLEGIANCE**

#### **ROLL CALL**

Directors Present: Also Present:

Mary Achziger, President Joe DeSalvo, Fire Chief

David James, Vice President Sharon Bowles, Business Manager

Tricia Watson, Treasurer Emily Powell, Attorney

Marty Schanwolf, Secretary

Tim Naylor, Director

#### **AMENDMENTS TO AGENDA**

Legal Counsel requested a revision of item 11a to include "a possible November election" and addition of 11b "possible action on items discussed in executive session."

Chief DeSalvo requested removal of item 5, as the audit draft had not been received with sufficient time for staff review.

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

#### **PUBLIC COMMENT**

Leslie Turnage, Evans Area Chamber of Commerce Executive Director, introduced herself to the Board and invited firefighters to participate in an upcoming golf tournament.

#### **CONSENT AGENDA**

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

#### DISCUSSION: CPSM STRATEGIC PLAN REPORT

Chief DeSalvo reviewed the strategic plan. Additional discussion will take place at future meetings. No action required.

#### **DISCUSSION: CROSS-STAFFING APPARATUS**

Chief DeSalvo discussed current apparatus and staffing needs. Following discussion, the Board failed to provide specific direction, instead directing Chief DeSalvo to staff apparatus to fit the needs of the District.

Evans Fire Protection District Board Meeting Minutes June 23, 2025 Page 2

#### FIRE PREVENTION BUREAU REPORT

Fire Marshal Becker reviewed FPB staff activities and current construction projects in the District.

#### **ADMINISTRATION REPORT**

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

#### LEGAL COUNSEL UPDATE

Attorney Powell noted items Legal Counsel assisted with during the previous month and items of note from the current State legislative session.

#### **DIRECTOR'S REPORTS**

Director Achziger noted she had been contacted by the Evans City Manager to discuss hosting a joint meeting with City Council and the District Board.

#### **NEW BUSINESS**

No new business.

#### **EXECUTIVE SESSION**

Director Schanwolf moved to go into executive session pursuant to C.R.S. § 24-6-402(4)(b) to receive advice of legal counsel regarding community engagement and a possible November election. Director Naylor seconded.

Attorney Powell certified for the record that the executive session constitutes privileged attorney-client communication and will not be recorded.

Board entered executive session with Attorney Powell at 7:23 p.m.

Director Watson moved to end executive session. Director Naylor seconded.

Executive session concluded at 8:14 p.m.

#### POSSIBLE ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

Board directed Attorney Powell to notify Weld County that the District is considering participating in a TABOR election in November.

Attorney Powell asked if the Board is available to reschedule the August meeting from August 25th to August 18<sup>th</sup>, so that if they do decide to participate in the November election they can meet election deadlines. Director Watson moved to change the August meeting from the 25<sup>th</sup> to the 18<sup>th</sup>. Director Naylor seconded. Motion passed unanimously.

Evans Fire Protection District Board Meeting Minutes June 23, 2025 Page 3

#### **ADJOURNMENT**

Director Watson moved to adjourn. Director Naylor seconded. Motion passed unanimously. Meeting adjourned at 8:20 p.m.

These are the true and	d correct minutes	of the meeting	held on the	e date above; the	ey were approved	by the
Board on this 28th day	of July, 2025.					

Martin Schanwolf, Secretary

**DATE:** July 28, 2025

**SUBJECT:** Review & Consider 2024 Audited Financial Report

**PRESENTED BY:** Sharon Bowles, Business Manager

#### **AGENDA ITEM DESCRIPTION:**

The 2024 audit is complete. A few key tables follow, the complete financial statements are included as a separate document. This is the tenth audit completed by John Cutler & Associates. There were no major findings from the audit. Following the Board's approval of the information presented, the report will be considered finalized and can then be submitted to the State.

#### STAFF RECOMMENDATION:

Staff recommends the Board approve the audited financial statements as presented and direct the audit firm to file the report with the state auditor.

#### EVANS FIRE PROTECTION DISTRICT

### STATEMENT OF NET POSITION As of December 31, 2024

	GOVERNMEN	NTAL ACTIVITIES
	2024	2023
ASSETS		
Cash and Investments	\$ 8,772,277	\$ 7,662,004
Receivables		
Accounts	205,635	76,661
Property Taxes	3,773,226	4,059,580
Prepaid Expenses	92,734	85,954
Capital Assets, Not Depreciated	213,236	213,236
Capital Assets, Depreciated		
Net of Accumulated Depreciation	2,543,205	2,238,462
TOTAL ASSETS	15,600,313	14,335,897
DEFERRED OUTFLOWS OF RESOURCES		
Related to Volunteer Pension	174,723	115,631
Related to SWDB Pension	1,050,664	1,133,892
TOTAL DEFERRED OUTFLOWS OF RESOURCES	1,225,387	1,249,523
LIABILITIES		
Accounts Payable	43,312	4,292
Accrued Salaries and Benefits	136,050	125,628
Accrued Compensate Absences	567,241	156,939
Noncurrent Liabilities		
Net Pension Liability - Volunteer Pension	773,109	839,353
Net Pension Liability - SWDB Pension	-	168,962
TOTAL LIABILITIES	1,519,712	1,295,174
DEFERRED INFLOWS OF RESOURCES		
Deferred Revenues - Property Taxes	3,773,226	4,059,580
Related to Volunteer Pension	49,827	63,613
Related to SWDB Pension	94,433	96,129
TOTAL DEFERRED INFLOWS OF RESOURCES	3,917,486	4,219,322
NET POSITION		
Net Investment in Capital Assets	2,756,441	2,451,698
Restricted for Emergencies	174,200	134,000
Unrestricted	8,457,861	7,485,226
TOTAL NET POSITION	\$ 11,388,502	\$ 10,070,924

#### EVANS FIRE PROTECTION DISTRICT

#### STATEMENT OF ACTIVITIES Year Ended December 31, 2024

		Program Revenues					Net Expense (Revenues) and		
			_	Oj	Operating		Change in N	let Position	
		Charg	ges for	Grants and			Government	al Activities	
FUNCTIONS/PROGRAMS	Expenses	Services Contributions				2024	2023		
PRIMARY GOVERNMENT									
Governmental Activities									
General Government	\$ 4,498,008	\$	-	\$	9,992	\$	(4,488,016)	\$ (4,182,063)	
Total Governmental Activities	4,498,008		-		9,992		(4,488,016)	(4,182,063)	
	GENERAL RE	VENUE	ES						
	Property Taxe	es					4,561,752	3,571,395	
	Specific Ownership Taxes						147,154	151,629	
	Impact and O	ther Fee	S				458,439	115,965	
	Intergovernm	ental					290,896	208,779	
	Other						347,353	403,455	
	TOTAL GENE	ERAL RE	EVENU	ES			5,805,594	4,451,223	
	CHANGE IN N	ET POS	SITION				1,317,578	269,160	
	NET POSITION	N, Begin	ning				10,070,924	9,801,764	
	NET POSITION	N, Endin	g			\$	11,388,502	\$ 10,070,924	

**DATE:** July 28, 2025

**SUBJECT:** Review & Consider Declaration of Surplus Property

PRESENTED BY: Joe DeSalvo, Fire Chief

#### **AGENDA ITEM DESCRIPTION:**

As part of the refurbishment of the brush truck, we were able to retain the original cab and chassis. There have been several suggestions on what could be done with this, however, we have determined that it is in the best interest of the District to dispose of the cab and chassis.

Staff has considered selling this or exploring the option of using it as a trade-in on a new staff vehicle.

#### **STAFF RECOMMENDATION:**

Staff requests declaration of the original 2456 cab and chassis as surplus equipment to be disposed of per District policy. Staff further requests Board direction on preferred method of disposal.

**DATE:** July 28, 2025

**SUBJECT:** Review & Consider Intergovernmental Agreement for Water Rescue

Response and Resource Sharing

PRESENTED BY: Joe DeSalvo, Fire Chief

#### **AGENDA ITEM DESCRIPTION:**

A new intergovernmental agreement for water rescue services will be presented for Board review.

#### **STAFF RECOMMENDATION:**

Staff requests approval of the Water Rescue Intergovernmental Agreement, as presented.

#### INTERGOVERNMENTAL AGREEMENT FOR WATER RESCUE RESPONSE AND RESOURCE SHARING FOR WATER RESCUE INCIDENTS

THIS AGREEMENT, entered into this \_\_ day of \_\_\_\_\_\_\_, 2024 by and among local governments that have signed this Agreement by the Effective Date, which are referred to individually as a *Party*", and collectively as the "*Parties* is for the purpose of securing the benefits of response and resource sharing mutual aid for the protection of life in the event Water Rescues in open and moving bodies of water.

- 1. CITY OF GREELEY, a home rule municipality incorporated and existing under the law of the State of Colorado, by and through the Greeley Fire Department
- 2. EVANS FIRE PROTECTION DISTRICT, a political subdivision of the State of Colorado;
- 3. PLATTE VALLEY FIRE PROTECTION DISRICT, a political subdivision of the State of Colorado;
- 4. WINDSOR FIRE PROTECTION DISRICT, a political subdivision of the State of Colorado;

#### **RECITALS**

WHEREAS, it is desirable that each of the Parties voluntarily aid and assist each other in the event that an unusual major occurrence or emergency situation involving Water Rescues should occur, by the interchange of services and facilities; and

**WHEREAS**, each Party participates in the Weld County Fire Chief's Mutual Aid Agreement.

**WHEREAS,** from time to time, a Party may receive a request for Water Rescue response for which it has insufficient resources and qualified personnel to safely mitigate the incident.

WHEREAS, §§ 29-22-102(1) and 29-22–103(3), C.R.S., as amended, provide statutory authority for such interchange of mutual aid by various political subdivisions; and

WHEREAS, Water Rescue emergencies may arise in the jurisdiction of any of any Parties resulting in demands exceeding the manpower, equipment, and/or expertise of the Party in whose jurisdiction the emergency occurs; and

WHEREAS, it is in the best interest of all Parties to receive assistance from, and provide assistance to, each other Party in responding to chemical emergencies; and

**WHEREAS,** the Parties desire to enter into this Agreement for the purpose of assisting one another in providing the resources and personnel necessary to fully staff the response to Water Rescue Incidents.

WHEREAS, the City of Greeley Fire Department, has a designated water rescue response team, and other Parties have personnel and resources that are beneficial for the response and mitigation of chemical emergencies.

**THEREFORE,** in consideration of the mutual benefits and responsibilities contemplated in this Agreement, the Parties hereto agree to the following:

- I. <u>Definitions.</u> In addition to the definitions provided elsewhere in this Agreement, the following terms mean:
  - "Authority Having Jurisdiction" (AHJ)governmental entity responsible for enforcing building codes, fire codes, and other regulations in a given jurisdiction.
  - "Designated Response Authority" (DERA) governmental entity that is responsible for responding to water rescue incidents within that jurisdiction.
  - "Primary Party". The Party who is the Designated Response Authority (DERA) and/or Authority Having Jurisdiction (AHJ) in which the incident has originated.
  - "Participating Party(ies)". The Party(ies) providing personnel to the Requested Party pursuant to Section 3 below to assist with fully staffing a qualified Water Rescue Response.
- II. <u>Personnel Requirements.</u> Each Party is solely responsible for maintaining the availability of qualified personnel. All designated personnel must meet the following minimum requirements for participation in this agreement.
  - a. All designated personnel must be employees in good standing, of the respective Party listed in this agreement.
  - b. All designated personnel agree to train and qualify personnel participating in this agreement to the requirements in NFPA 1670 and nationally recognized certifying agency in the disciplines of Public Safety Diver (PSD); Dive Rescue Specialist (DR1); Swiftwater Technician (SW 1 or 2).
  - c. All designated personnel agree to hold any and all licenses, registrations, certificates, training requirements, or other similar authorizations (collectively, "Authorizations") to lawfully engage in Water Rescue response,

- III. <u>Shared Physical Resources.</u> Each Party agrees to share physical resources in the form of equipment and supplies in the performance of water rescue training and response. Each party will maintain ownership of equipment and supplies. And will be responsible for maintenance and replacement at their own cost.
  - a. Each Party will have the ability to operate Shared Physical Resources upon completion of required training as indicated by the owner of the specified Shared Physical Resource(s).
- IV. <u>Participation in Joint Training.</u> Each Party commits to making their best effort to have designated personnel attend a minimum of one third of the combined joint training of the designated water rescue response team each calendar year.
- V. Request for Personnel and/or Physical Resources. Upon receiving a request for response to a Water Rescue incident for which the Designated Response Authority and/or Authority Having Jurisdiction has insufficient qualified personnel and/or resources, the DERA and/or AHJ may request the additional personnel or physical resources needed from any one or more of the other Parties.
  - a. No Parties to this Agreement is under any obligation to respond to a call from another Party when conditions exist which would prevent response because of priority or responsibility in its own jurisdiction. No Party shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such mutual aid.
  - b. All requests for assistance shall be made by the on-scene Incident Commander through the Weld County Regional Communications Center (WCRCC). If the Incident Commander requests additional personnel and/or physical resources, the WCRCC will dispatch the resources to the address or location.
- VI. <u>Reimbursement of Costs</u>. Each Party shall be responsible for their own costs incurred in the performance of this Agreement. The Designated Response Authority (DERA) may seek and receive reimbursement from owners, operators, or other persons.
- VII. Employees of each Party. All Participants provided by the Participating Party shall always remain the employees of such Participating Party. Under no circumstances shall a Participant provided by a Participating Party be deemed an employee or volunteer of the Deployed Party or any other Participating Party. Any Participating Party providing Participants shall remain solely responsible for all terms and conditions of their Participants' employment/volunteerism, including but not limited to, compensation (including nominal fees), benefits (including workers' compensation and unemployment compensation insurance), hiring/appointing, personnel policies,

discipline, termination, etc. Likewise, any Participating Party providing Participants shall remain solely responsible for all claims, demands, damages, loss, liability, cost, or expense (including reasonable attorneys' fees, costs, and expenses) of any kind or nature whatsoever arising from or relating to any intentional or negligent act or omission of their Participants.

#### VIII. General Provisions.

- a. Effective Date and Term. This Agreement shall be effective on the date that two Parties have signed this Agreement and shall become effective as to each Party that thereafter signs this Agreement on the date of such Party's signature, provided that such signature occurs on or before December 31, 2024. This Agreement shall continue in effect until terminated as provided herein.
- b. Withdrawal of a Party. A Party may withdraw from this Agreement at any time upon a 30 calendar days' prior written notice to all other Parties to this Agreement. Withdrawal by any one or more of the Parties will not cause a termination of this Agreement, unless such withdrawal results in there being only one Party remaining, in which case this Agreement shall automatically terminate.
- c. <u>Termination</u>. This Agreement may be terminated at any time by the written agreement of all Parties of this Agreement, or all Parties expect one at the time of such termination.
- d. <u>Notice</u>. Any notice required or permitted by this Agreement shall be in writing and shall be given by personal delivery, by facsimile, or sent by registered or certified mail, postage prepaid, to each Party at the address set forth on the signature pages attached hereto, unless a Party has previously provided all other Parties with a notice that a different address should be used.
- e. <u>Dispute Resolution</u>. In the event of any dispute or claim arising under or related to this Agreement, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one Party notifies another Party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to settle such dispute or claim by mediation conducted by the Judicial Arbiter Group ("JAG") of Denver, Colorado or, if JAG is no longer in existence, or if the Parties agree otherwise, then under the auspices of a recognized, established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either Party's written

request therefore. The Parties shall share the cost of such mediation equally. If such a dispute or claim is not settled through mediation, then either Party may initiate a civil action in the District Court for Boulder, Larimer, or Weld County, Colorado.

- IX. Purpose to Share Resources. This Agreement provides for the Parties' cooperation in fully staffing and equipping a Water Rescue response; however, it does not establish a separate legal entity to do so. Further, no Party is an agent of any other Party for any purpose whatsoever. This Agreement provides only for the sharing of personnel and/or resources toward accomplishment of a common goal.
- X. Non-Appropriation. All direct and indirect financial obligations of a Party under this Agreement are subject to annual appropriation of the funds necessary to meet such obligations. If a Party's governing body fails to appropriate funds necessary to meet its obligations under this Agreement for the ensuing fiscal year, this Agreement shall terminate as to such Party at the end of the year in which the non-appropriation occurred, and such Party shall have no further right to participate in or liability under this Agreement.
- XI. Governmental Immunity. This Agreement is not intended to, 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 and their directors, officers, council members, 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, C.R.S., et seq.

#### XII. Miscellaneous.

- a. Applicable Law. Colorado law governs this Agreement.
- b. **Entire Agreement.** This Agreement is the entire agreement between the Parties as to the subject matter hereof, and there are no oral or collateral agreements or understandings.
- c. <u>Amendment.</u> This Agreement may only be amended by a document signed by all of the Parties.
- d. **No Modification by Conduct.** The conduct of any party, no matter how long, shall not constitute an amendment to this Agreement.
- e. **Enforceability.** If any provision of this Agreement is held invalid or

unenforceable by a court of law with jurisdiction over this Agreement, all other provisions shall continue in full force and effect.

- f. **No Waiver.** Waiver of a breach of this Agreement shall not operate or be considered as a waiver of any subsequent breach of this Agreement.
- g. **Non-Assignment.** No Party may assign any of its rights or obligations hereunder without the prior written consent of all other Party(ies) to this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns.
- h. **Execution in Counterparts.** This Agreement may be executed in several counterparts and by facsimile or electronic pdf, each deemed an original and all of which shall constitute instrument.

SIGNATURE PAGE(S) TO FOLLOW

Northern Colorado Water Rescue Team IGA 2025

CITY OF GREELEY, a home rule municipality of the	he State of Colorado
By: Raymond Lee, City Manager	•
Date:	
Approved as to Legal Form:	
By: City Attorney	
Approved as to Availability of Funds:	
By: Finance Director	

#### Northern Colorado Water Rescue Team IGA 2025

PLATTE-VALLEY FIRE PROTECTION DISTRICT, a political subdivision of the State of Colorado

By:	
Board President	
Date:	
ATTEST:	
By: Board Secretary	

EVANS FIRE PROTECTION DISTRICT, a polit Colorado	ical subdivision of the State of
By: Board President	
Date:	<u> </u>
Address: 2100 37 <sup>th</sup> Street, Evans, CO 80620	
ATTEST:	
By: Board Secretary	

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**DATE:** July 28, 2025

SUBJECT: Review & Consider City of Evans Request to Waive Fire Impact Fees

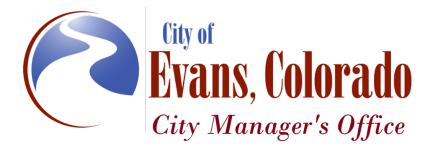
PRESENTED BY: Joe DeSalvo, Fire Chief

#### **AGENDA ITEM DESCRIPTION:**

Following is a letter from the City of Evans requesting a waiver for Fire Impact Fees on the new police department building. We don't have an exact amount for the fees but estimate they would be \$20,000 - \$40,000, depending on what usage type the building is classified as. The new station is going to be about 33,000 square feet.

#### STAFF RECOMMENDATION:

Staff requests Board direction on waiving impact fees.



1100 37th Street • Evans, Colorado • 80620

Phone: (970) 475-1119 • <u>csims@evanscolorado.gov</u> • <u>www.evanscolorado.gov</u>

July 24, 2025

RE: Waiver of fees for construction of new Evans Police Station.

Dear Members of the Board,

The City of Evans respectfully requests the Evans Fire Protection District's consideration and approval of a waiver for impact and permit fees associated with the construction of the new City of Evans Police Station.

As outlined in the Intergovernmental Agreement between our agencies, both parties recognize the importance of collaborative efforts that promote efficient operations, avoid unnecessary duplication, and ensure the responsible use of taxpayer dollars. In line with this shared commitment, the City and District have acknowledged that certain administrative and operational functions can be more efficiently managed when one agency provides support to the other, creating opportunities for cost savings and resource optimization.

The development of the new police station is a critical investment in public safety infrastructure that will benefit the entire community, including enhanced coordination between emergency services. We believe that waiving these fees reflects the cooperative spirit envisioned in the IGA and supports our mutual goal of delivering effective public service while being good stewards of public funds.

Thank you for your consideration of this request. Please let us know if any additional information or formal action is required on our part to facilitate this process.

Sincerely,

THE CITY OF EVANS, COLORADO

Cody R. Sims ICMA – CM, MPA, CPM

City Manager

**DATE:** July 28, 2025

**SUBJECT:** Discussion: Potential for Sales Tax Revenue

**PRESENTED BY:** Joe DeSalvo, Fire Chief

#### **AGENDA ITEM DESCRIPTION:**

As the Board prepares for the upcoming budget planning cycle, it would be prudent to consider the potential for the District to increase and diversify its revenues by collecting a sales tax.

The following information was received from the Department of Revenue. The table below reflects the net taxable sales within the City of Evans. The figures here have been adjusted for the statutorily required exemptions and include an adjustment for taxable online sales. Although the growth in taxable sales does not steadily increase year over year, the City should recognize some increases in future years as new commercial developments are completed.

## Evans Fire District State Net Taxable Sales Calendar Years 2020 through 2024

	State Net Taxable	potential	potential
Year	Sales	revenue 1/2	revenue 3/4
	Sales	cent sales tax	cent sales tax
2020	\$260,923,709	\$1,304,619	\$1,956,928
2021	\$279,147,098	\$1,395,735	\$2,093,603
2022	\$303,677,796	\$1,518,389	\$2,277,583
2023	\$302,982,429	\$1,514,912	\$2,272,368
2024	\$318,934,523	\$1,594,673	\$2,392,009

Source: Colorado Retail Sales Tax Return (DR 0100)

Note: All tax filing data is subject to change. This table represents a snapshot of the tax returns at the time the data was retrieved.

Prepared by: Office of Research and Analysis, Taxation Division, Colorado Department of Revenue | dor\_ora@state.co.us

#### STAFF RECOMMENDATION:

No action required.

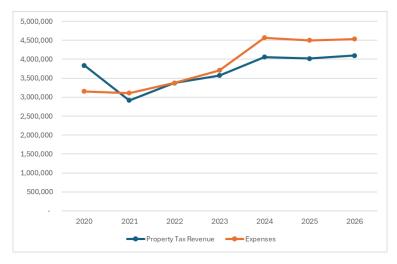
**DATE:** July 28, 2025

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

#### **AGENDA ITEM DESCRIPTION:**

Staff did receive preliminary property tax revenue information from the Weld County Assessors office. The figures provided were an increase over 2025, however, the increase brings us back in line with the 2024 revenues (without the State backfill). As is shown on the chart below, property taxes have remained stagnant for three years. This is primarily due to the changes in calculating Assessed Value and Assessment Rates. Note the drop from 2020 to 2021 is due to a decrease in Oil & Gas production.

While this table only reflects property taxes, and with additional revenue sources (Specific Ownership tax, City of Evans IGA, Fees, and income earned on investments) the budget will be balanced, it is important for the Board to recognize that 88% of our revenues come from property taxes.

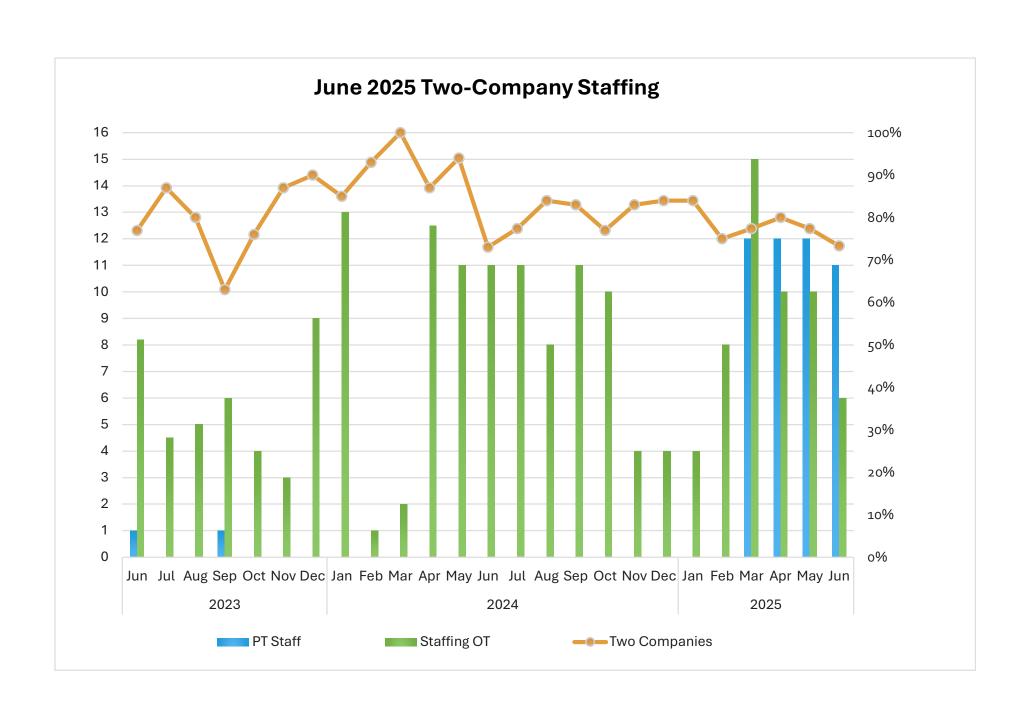


Another item for Board consideration is staffing. As the current Two-Company Staffing graphic shows, we are reliant on staffing overtime and part-time firefighters to keep staffing at two-companies – and even then only about 75% of the time do we have two-companies. In a few instances, a part-time firefighter was the third firefighter on-duty allowing us to

maintain minimum staffing of three without mandating overtime. As the budget is put together the Board may wish to provide direction on the number of positions to be funded and the continued use of part-time firefighters. This is a topic discussed in the CPSM Strategic Plan that requires thoughtful consideration for future years.

#### **STAFF RECOMMENDATION:**

Staff requests Board input on 2026 budget planning.



# FIRE PREVENTION BUREAU REPORT



#### **Evans Fire Protection District**

Fire Prevention Bureau Report: July 2025



#### June - July 2025 EFPD Highlights:

- Passage of HB25-1009 "Vegetative Fuel Mitigation" that becomes effective August 6, 2025.
   <a href="https://leg.colorado.gov/bills/hb25-1009">https://leg.colorado.gov/bills/hb25-1009</a>
  - o **Bill Summary:** The act allows a fire protection district or a metropolitan district that provides fire protection services (district) to create a program to mitigate the presence of dead or dry plant material that can burn and contribute to a fire on privately owned property within a district (vegetative fuel program). A district that creates a vegetative fuel program may require an owner or occupier with an interest in private real property that contains vegetative fuel within the district to remove the vegetative fuel and assess a fine per incident of noncompliance. An incident covers all vegetative fuel on a property. A district may not require an owner or occupier of private real property to remove vegetative fuel on private real property that is classified as agricultural land by the tax assessor, owned by a nonprofit entity and leased for agricultural purposes, owned or occupied by a public utility with a vegetation management or wildfire mitigation plan to address vegetative fuel sources, or adjacent to a ditch that conveys decreed water rights or within the easement where the ditch is located.
  - I would encourage all board members to review this bill. Weld County has made it clear that they do not intend to adopt or recognize this bill. I also recommend that the Evans Fire Protection District does not pursue adoption of this bill.
- Notable ongoing Construction and Fire Protection System Projects in the EFPD are:
  - City of Evans Police Department
  - Reserve at Crescent Cove (Phase 2)
    - Project has been put on hold until the open units are Phase 1 start to fill up.
  - o Chevron / PDC Energy Oxford 1-16 Pad (CR 394 & CR 33) 16 well pad
    - Sound walls are up, and the drilling rig is on location.
  - Liberty Draw Subdivision
  - o Murphy's USA Convenience Store 1012 37th Street
    - Building and surround structures are up.
  - o Hunter's Reserve Plaza II 3308 37th Street
  - o Mountain Cement Company 23273 47<sup>th</sup> Avenue

Respectfully,

Aug Becken

"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 May is 88% for emergent calls (less than 8:30) and 91% for non-emergent calls (less than 12 minutes).
  - The emergent calls for June are out of compliance with our contract, we are going to keep track of this to ensure this doesn't become a trend.

#### **Training**

• We are in the process of creating a task book for Acting Captain & Acting Lieutenant positions. 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 6<sup>th</sup>. More information to come in the next several weeks.
- The community engagement fliers have been mailed out and we've already received feedback via email and in person. The majority of this project has been educating the community that we are a separate entity from the City.
- National Night Out will be held on August 5<sup>th</sup>, there are seven parties this year that we will have crews going to.

#### **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

• Congratulations are in order for Firefighter DeWitt and Firefighter Tait on the new additions to their families. Tory, Nate and Prax welcomed Hugh Jacob DeWitt on 7/11. Sean, Monique and Cash welcomed Aria on 7/21. Everyone is happy and healthy.



- On 6/23 at approx. 12pm, A-Shift responded to a report of an explosion in the area of 34<sup>th</sup> St. & 15<sup>th</sup> Ave. Crews arrived on scene of a large motorhome on fire. The fire was quickly extinguished and there was no damage to any structures or vehicles and there were no injuries. The cause of the fire is undetermined at this time.
- On 7/2 at approx. 10am, B-Shift responded to a structure fire in the 1400 block of 42<sup>nd</sup> street. Crews arrived on scene of a shed the was fully involved in the back yard. There was damage to a vehicle and watercraft that were directly adjacent to the structure. Once the fire was placed under control, we were informed that an individual was working on one of the vehicles when the fire started. This person sustained serious burns and was taken to the hospital prior to our arrival by a family member and was then transferred to a burn unit in the Denver area.

- On 7/2 at approx. 1:30pm, B-Shift responded mutual aid with Platte Valley FD to a 2<sup>nd</sup> Alarm vegetation fire. EFPD responded with a brush truck and command officer. A total of 8 area agencies responded to this incident.
- On 7/6, A-Shift responded automatic aid with Platte Valley Fire to the area of WCR 52 & WCR 49 on a possible structure fire. This turned out to be a haystack that was on fire so our crew was cleared from the scene, but provided coverage for PVFPD while they worked to control the fire.
- On 7/14 at approx. 2pm, B-Shift responded to a traffic accident at the intersection of Highway 85 & 37<sup>th</sup> Street. When crews arrived on scene, one of the vehicles was on fire and there were multiple patients. Both north and southbound hwy 85 were closed for about one hour.

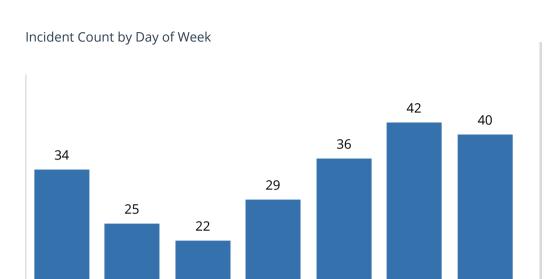
## **June 2025 Incidents**

Count of Total Incidents

Count of Incidents

228





Saturday

Sunday

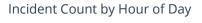
Friday

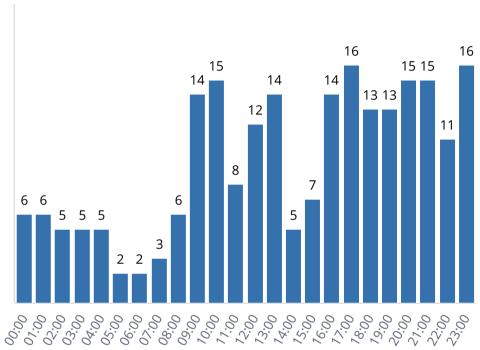
Wednesday

Thursday

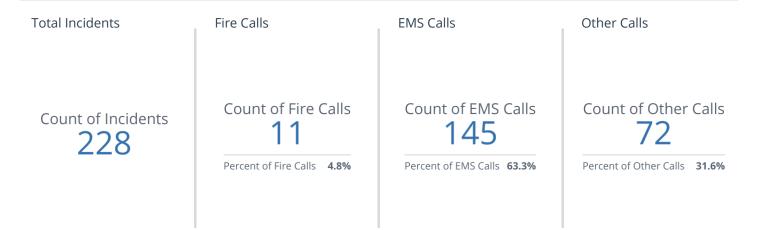
Tuesday

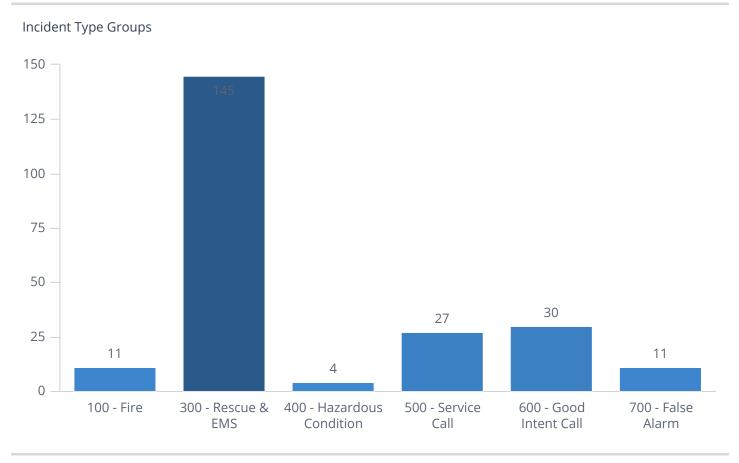
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## **June 2025 Incidents**





Incident Type Group	Incident Type	Count of Incidents
100 - Fire	Brush or brush-and-grass mixture fire	1
	Building fire	1
	Camper or recreational vehicle (RV) fire	1
	Dumpster or other outside trash receptacle fire	1
	Grass fire	1
	Outside rubbish, trash or waste fire	1
	Outside storage fire	1
	Passenger vehicle fire	4
100 - Fire Total		11
300 - Rescue & EMS	Abdominal Pain	2
	Animal Bite	1
	Assault	3
	Automatic Crash Notification	3
	Back Pain	2
	Breathing Problem	5
	Chest Pain	1
	Convulsions / Seizures	6
	Diabetic	3
	EMS call, excluding vehicle accident with injury	9
	Eye Problem	1
	Fall	5
	Headache	1
	Heart Problems	2
	Hemorrhage / Lacerations	1
	Lock-in (if lock out , use 511 )	1
	Medical assist, assist EMS crew	64
	Motor vehicle accident with injuries	5
	Motor vehicle accident with no injuries.	2
	Motor vehicle/pedestrian accident (MV Ped)	1
	Overdose / Poisoning	2
	Pregnancy / Childbirth / Miscarriage	2
	Psychiatric / Suicide Attempt	5
	Search for person in water	1
	Sick Person	8
	Stroke	1
	Transfer / Interfacility	3
	Traumatic Injuries	3
	Unconscious / (Near) Fainting	1
	Unknown Problem (Person Down)	1
300 - Rescue & EMS Total		145
400 - Hazardous Condition	Arcing, shorted electrical equipment	1
	Carbon monoxide incident	2
	Gas leak (natural gas or LPG)	1
400 - Hazardous Condition		4

500 - Service Call	Animal rescue	1
	Assist invalid	13
	Cancelled After Standby	3
	Cover assignment, standby, moveup	1
	Police matter	4
	Public service	2
	Service Call, other	1
	Smoke or odor removal	1
	Unauthorized burning	1
500 - Service Call Total		27
600 - Good Intent Call	Authorized controlled burning	1
	Dispatched & canceled en route	16
	No incident found on arrival at dispatch address	12
	Smoke scare, odor of smoke	1
600 - Good Intent Call Tot	30	
700 - False Alarm	Alarm system activation, no fire - unintentional	4
	Alarm system sounded due to malfunction	1
	Carbon monoxide detector activation, no CO	1
	CO detector activation due to malfunction	1
	Smoke detector activation due to malfunction	3
	Smoke detector activation, no fire - unintentional	1
700 - False Alarm Total		11
<b>Grand Total</b>		228