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

NOTICE OF REGULAR MEETING AND AGENDA

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

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

DATE: October 26,2026 TIME: 6:30 p.m.
PLACE: Evans Fire Station 2, 2100 37th Street, Evans, Colorado 80620
By phone: 301-715-8592; Meeting ID: 292 753 9756; Passcode: 6599178

Opening of Meeting

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

Meeting Items

1. Public Comment
    a. If you wish to address the Board of Directors, this is the time set on the agenda for you to do so. When you are recognized please state your name and address. Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement, and your questions may be directed to the appropriate staff person for follow-up. Thank you!
2. Consent Agenda
    a. Financial Report
    b. Minutes of previous meeting
3. Public Hearing: 2027 Budget
4. Discussion: HB24B-1001 Property Tax Revenue Limits
5. Review and Consider: DROP Program Contributions
6. Review and Consider: Amended Tower Financing Documents
7. Review and Consider: Weld County Fire Chief's Association
8. Evans Local 4537 Report
9. Fire Prevention Bureau Report
10. Administration Report
11. Legal Counsel Update
12. Director's Reports
13. New Business
14. Adjournment

Next regular meeting is scheduled for November 16, 2026 at 6:30 p.m.

2026 Year-to-Date Financial Report

unaudited expenses and revenues through September 30, 2026

REVENUES

General Revenue

Budget	Revenue Collected YTD	To Be Collected
$ 4,526,642	$ 4,383,365	$ 143,277
		3%

**does not include Impact Fees, Sales Tax, or Interest*

Impact Fees

Budget	Fees Collected YTD	Overage Collected
$ 35,000	$ 51,349	$ 16,349
YTD Interest Earned	*$ 5,635*	147%

Sales Tax

Budget	Revenue Collected YTD	To Be Collected
$ 3,500,000	$ 1,681,916	$ 1,818,084
		52%

INVESTMENTS

COLOTRUST

Account Balance	YTD Income Earned
$ 6,414,953	$ 179,864
August average monthly yield 3.8908%	

Sweep Account

YTD Fees Paid	YTD Income Earned
$ 3,181	$ 33,272
	interest rate 1.8%

EXPENDITURES

Administration

Budget	Expense YTD	Remaining Budget
$ 375,603	$ 356,605	$ 18,998
		5.06%

Operations

Budget	Expense YTD	Remaining Budget
$ 419,609	$ 304,535	$ 115,074
		27.42%

Personnel

Budget	Expense YTD	Remaining Budget
$ 5,746,760	$ 3,496,343	$ 2,250,417
		60.84%

Equipment Maint

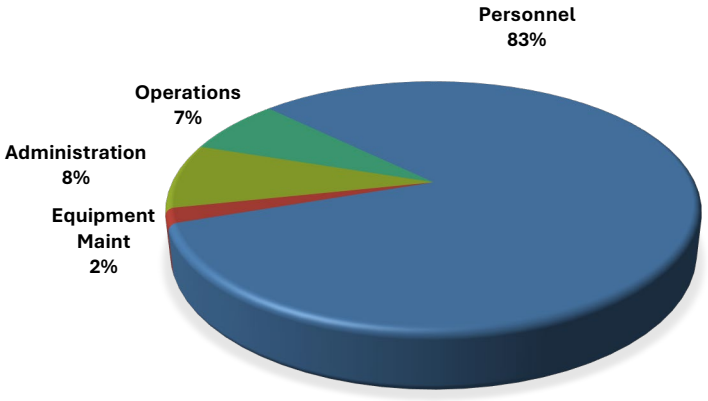
Budget	Expense YTD	Remaining Budget
$ 104,706	$ 81,513	$ 23,193
		22.15%

TOTAL AVAILABLE FUNDS	COLOTRUST	FNBO Operating	FNBO Impact Fees	
Unappropriated*	$ 2,505,674			
AMP		$ 178,661		
Capital	$ 3,929,824	$ -	$ 109,760	
Operating Fund		$ 2,986,383		
TOTALS	$ 6,435,499	$ 3,165,044	$ 109,760	**$ 9,710,302**

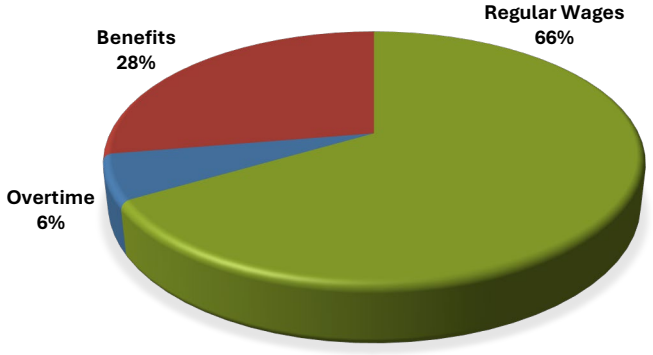
*Includes Board required Operating Reserve per financial policies, which exceeds TABOR reserve requirement.

Revenue Period	Collections
1/31/2026	$ 179,168
2/28/2026	$ 254,518
3/31/2026	$ 265,584
4/30/2026	$ 241,718
5/31/2026	$ 230,877
6/30/2026	$ 253,058
7/31/2026	$ 256,992
8/31/2026	$ 219,803

YTD Expenses



YTD Personnel



EVANS FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS - REGULAR MEETING
September 21, 2026

A regular meeting of the Board of Directors of the Evans Fire Protection District was called to order by Chairperson Achziger at 6:30 p.m. on September 21, 2026, at Evans Fire Station 2, 2100 37th Street, Evans, Colorado, 80620.

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Also Present:
Joe DeSalvo, Fire Chief
Sharon Bowles, Administrative Director
Heather Covalt, Operations and Finance Asst
Emily Powell, Attorney
John Miller, Attorney

AMENDMENTS TO AGENDA

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

PUBLIC COMMENT

No public in attendance.

CONSENT AGENDA

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

DISCUSSION: ESTABLISHING 115 TRUST

Ms. Bowles reviewed some scenarios and options the District has for potential contributions to the 115 Trust. At this time, the Board would like to see more information on seed funds for each employee in the amount of $100 per year of service. Follow up will continue at the next meeting.

DISCUSSION: 2027 DRAFT BUDGET

Ms. Bowles reviewed the draft budget for 2027. She discussed the possible wage increases for staff and the HB24B-1001 regulations and calculations. The final budget will be presented to the Board in October.

DISCUSSION: CYBERSECURITY ASSESSMENT

Ms. Bowles reviewed the cybersecurity assessment with the Board. Attorney Powell informed the Board that if they would like to go into further detail about the areas of improvement, we should do so in an executive session to keep sensitive information private to the District. The Board did not have further questions at this time.

EVANS LOCAL 4537 REPORT

Mr. Hill reported that the Union removed restrictions for new employees so that they can join the Union rather than having to wait a probationary period. Four of the eight new firefighters have applied to date.

FIRE PREVENTION BUREAU REPORT

Chief DeSalvo reviewed items of note that the FPB has been working on.

ADMINISTRATION REPORT

- Dispatch
- EMS
- ALS
- ESO
- Current Staffing
- Around the Firehouse

LEGAL COUNSEL UPDATE

Attorney Powell discussed matters legal counsel assisted on during the previous month.

DIRECTOR'S REPORTS

No director's reports.

NEW BUSINESS

No new business.

ADJOURNMENT

Director James moved to adjourn. Naylor seconded. Motion passed unanimously. Meeting adjourned at 7:36 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 26th day of October, 2026.

_____

Mary Achziger, President

_____

Martin Schanwolf, Secretary

CERTIFIED RECORD

OF

PROCEEDINGS RELATING TO

EVANS FIRE PROTECTION DISTRICT
WELD COUNTY, COLORADO

BUDGET HEARING FOR FISCAL YEAR 2027

(ORGANIZATION DATE: NOVEMBER 9, 2011)

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The Board of Directors ("***Board***") of Evans Fire Protection District ("***District***"), Weld County, Colorado, held a regular meeting and public hearing at 2100 37th Street, Evans, Colorado 80620, on Monday, October 26, 2026, at the hour of 6:30 p.m. concerning a proposed budget for fiscal year 2027.

The following Board members were present:

President:	Mary Achziger
Vice President:	David James
Secretary:	Martin Schanwolf
Treasurer:	Tricia Watson
Director:	Timothy Naylor
Also Present:	Joe DeSalvo, Fire Chief Emily Powell, Attorney

President Achziger reported that, prior to the meeting and public hearing, each Director was notified of the date, time, and place of this meeting and the purpose for which it was called. She further reported that this meeting is a regular meeting of the District Board and that a Notice as to the proposed 2027 Budget was published in the Greeley Tribune on October 23, 2026. Notice of the public hearing also was duly posted. Thereupon, Director _____ introduced and moved for the adoption of the following Resolution:

R E S O L U T I O N 2026-09

A RESOLUTION SUMMARIZING REVENUES AND EXPENDITURES FOR EACH FUND, ADOPTING A BUDGET FOR THE YEAR 2027, LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2027 TO HELP DEFRAY THE COSTS OF GOVERNMENT, AND APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE EVANS FIRE PROTECTION DISTRICT, WELD COUNTY, COLORADO, FOR THE 2027 FISCAL YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2027, AND ENDING ON THE LAST DAY OF DECEMBER 2027.

WHEREAS, the District Board authorized its administrative staff and consultants to prepare and submit a proposed Budget for fiscal year 2027; and

WHEREAS, a proposed Budget for fiscal year 2027 ("***2027 Budget***") has been submitted to the District Board for its consideration. A copy of the proposed 2027 Budget is attached to this Record of Proceedings; and

WHEREAS, upon due and proper notice, published in accordance with the law, the proposed 2027 Budget was available for inspection by the public at a designated public office; and

WHEREAS, a public hearing was held Monday, October 26, 2026, and interested electors were given the opportunity to comment on or to file or register any objections to the attached proposed 2027 Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EVANS FIRE PROTECTION DISTRICT, WELD COUNTY, COLORADO:

Section 1. Appropriation of 2027 Budget Revenues. That the estimated revenues for each fund as more specifically identified in the attached 2027 Budget are accepted and approved.

Section 2. Approval of 2027 Budget Expenditures. That the estimated expenditures for each fund as more specifically identified in the attached 2027 Budget are approved and appropriated.

Section 3. Adoption of Budget for 2027. That the attached 2027 Budget as submitted is approved and adopted as the District's budget for fiscal year 2027.

Section 4. Adoption of Mill Levy. That the mill levy necessary to generate the revenues set forth in the 2027 Budget, and as previously approved by the voters within the District's jurisdiction, is hereby adopted.

Section 5. Adoption of the 2027 Fee Schedule. That the attached 2027 fees more specifically identified in the attached 2027 Fee Schedule be accepted and approved.

The foregoing Resolution was seconded by Director _____.

ADOPTED AND APPROVED this 26th day of October, 2026.

_____
Mary Achziger, President

ATTEST:

_____
Martin Schanwolf, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

I, Martin Schanwolf, Secretary of Evans Fire Protection District, Weld County, Colorado, do certify that the foregoing pages numbered 1 through 3, inclusive, constitute a true and correct copy of the record of proceedings of the District Board of Directors, adopted at a regular meeting of the Board of Directors held at 2100 37th Street, Evans, Colorado 80620, on Monday, October 26, 2026, at the hour of 6:30 p.m. as recorded in the official record of proceedings, insofar as said proceedings related to the 2027 Budget; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 26th day of October, 2026.

_____
Martin Schanwolf, Secretary

Evans Fire Protection District
Staff Report

DATE: October 26, 2026

SUBJECT: HB24B-1001 State of Colorado Revenue Cap

PRESENTED BY: Joe DeSalvo, Fire Chief

AGENDA ITEM DESCRIPTION:

The State established a revenue cap to growth with recent property tax legislation that takes effect for the 2027 budget and could affect future budgets. As you will recall from the September board meeting, staff have worked diligently to determine our revenue growth over previous years to ensure we are below the limit and won't have to adjust our mill levy. This required considerable time to remove all the exempt categories and calculate what was left to determine if we were above the cap, which we are confident that we are not and will not have to make any adjustments for 2027, but that could change in future years if there is another spike in property values. However, with this new legislation, we are also able to seek voter approval to remove the cap either for a single year, a specified timeframe, or forever. There are no actions necessary, but we felt that it was necessary to have this discussion with the Board to ensure you were aware of our options in the future.

STAFF RECOMMENDATION:

Staff requests Board input

Evans Fire Protection District
Staff Report

DATE: OCTOBER 26, 2026

SUBJECT: Review & Consider: Resolution 2026-10 DROP Program Contributions

PRESENTED BY: Sharon Bowles, Administrative Director

AGENDA ITEM DESCRIPTION: Recently, we had an employee enter the DROP Program. District staff were not made aware that there was not an active agreement with FPPA to make employer contributions to the program. In order to do so, the Board would need to sign the resolution sent to District staff by FPPA, and would also need to consider what amount they want to contribute. The minimum contribution amount is 8%, but the Board could choose any amount above this as well. Currently, the District contributes 11%, but this will increase to 11.5% next year for employees in the plan that covers non-retired employees.

STAFF RECOMMENDATION: Staff recommends that the Board considers contributing to the DROP program, and determines a percentage to contribute.

Resolution 2026-10 DROP Employer Contribution Agreement- Statewide Money Purchase Plan

WHEREAS, pursuant to the Statewide Money Purchase Plan Document, Section II.1, **Evans Fire Protection District** may voluntarily elect to make contributions to the Employer Account for all DROP Participants employed by **Evans Fire Protection District.**

WHEREAS, pursuant to Section III.2 of the Statewide Money Purchase Plan Document, **Evans Fire Protection District** shall contribute the same percentage of Base Salary for all DROP Participants employed by **Evans Fire Protection District**; and

NOW, THEREFORE, BE IT RESOLVED BY THE **Evans Fire Protection District** AS FOLLOWS.

1. **Evans Fire Protection District** hereby voluntarily elects to contribute _____ percent of Base Salary on behalf of all DROP Participants.
   OR
   Evans Fire Protection District hereby voluntarily elects to contribute _____ percent increasing by _____ percent per year until 20__ at which time it will reach and remain at a contribution rate of _____ percent of Base Salary on behalf of all DROP Participants.

2. **Evans Fire Protection District** understands and agrees that participation in the Statewide Money Purchase Plan is governed by the Statewide Money Purchase Plan document as amended from time to time.

3. **Evans Fire Protection District** hereby requests that the effective date of coverage be **[_____]**, 20**[__] (the beginning of a payroll period in the future)**.

ADOPTED this **[_____]** day of **[_____]**, 20**[____]**.

ATTEST:

_____ Approved: _____

Evans Fire Protection District
Staff Report

DATE: October 26, 2026

SUBJECT: Review & Consider: Tower financing documents

PRESENTED BY: Sharon Bowles, Administrative Director

AGENDA ITEM DESCRIPTION:

FNBO has requested an amendment to the apparatus financing documents that were approved in August because the Disbursement Agreement calls for the bank to pay the vendor within two business days of August 24, and under the Lease the Commencement Date can be no later than the date funds go out. The amendment that follows will connect the disbursement date to the District's signed Acceptance Certificate and the Lease's funding conditions.

Additionally, following is a Bring-Down Certificate confirming that the officers, resolution, and Omnibus Certificate statements remain accurate as of closing.

A revised Schedule C with the actual Commencement Date and the interest rate fixed at closing (5-year Treasury + 1.70% is also included.

STAFF RECOMMENDATION:

Staff recommends approval of the amended financing documents as presented.

BRING-DOWN CERTIFICATE

$650,000.00
Annually Renewable Equipment Lease/Purchase Agreement
dated as of August 24, 2026
between First National Bank of Omaha, as lessor, and
Evans Fire Protection District, Weld County, Colorado, as lessee

This certificate is executed and delivered as of October 26, 2026 (the "Closing Date") by the undersigned officials of Evans Fire Protection District, Weld County, Colorado (the "District"), to First National Bank of Omaha (the "Lender") in connection with the Equipment Lease/Purchase Agreement dated as of August 24, 2026 (the "Lease") between the Lender, as lessor, and the District, as lessee. The District acknowledges that the Lender is relying on this certificate in disbursing funds for the acquisition of the Equipment under Section 14.09 of the Lease and under the Disbursement Agreement dated as of August 24, 2026 between the District and the Lender, as amended by the First Amendment to Disbursement Agreement dated as of the Closing Date (as amended, the "Disbursement Agreement"). Capitalized terms used and not defined in this certificate have the meanings given in the Lease or, if not defined there, in the Omnibus Certificate executed by the District as of August 24, 2026 (the "Omnibus Certificate").

The undersigned officials of the District certify as follows:

1. **Omnibus Certificate.** Each of the statements in paragraphs 1 through 12 of the Omnibus Certificate is true and correct on and as of the Closing Date as if made on the Closing Date. For this purpose, each reference in the Omnibus Certificate to "the date hereof" or "the day hereof" means the Closing Date, and the term "Principal Documents" includes the First Amendment to Disbursement Agreement, the revised Schedule C to the Lease, the Acceptance Certificate (Schedule B to the Lease) and this certificate.

2. **Incumbency.** Each person named in paragraph 3 of the Omnibus Certificate has held the office set forth opposite his or her name continuously from August 24, 2026 through and including the Closing Date, and each signature appearing on this certificate is the genuine signature of the official whose name appears beneath it.

3. **Authorizing Resolution.** Resolution No. 2026-07, adopted by the Board of Directors of the District on August 24, 2026 (the "Authorizing Resolution"), a true and correct copy of which is attached to the Lease as Schedule D, has not been amended, supplemented, rescinded or repealed and remains in full force and effect on the Closing Date. The execution and delivery by the District of the Acceptance Certificate, the revised Schedule C to the Lease, the First Amendment to Disbursement Agreement and this certificate are authorized by Sections 1 and 2 of the Authorizing Resolution, and no further action of the Board of Directors of the District is required.

4. **Representations and Warranties.** Each of the representations and warranties of the District in Section 2.01 of the Lease and in each of the other Principal Documents is true and correct in all material respects on and as of the Closing Date as if made on the Closing Date.

5. **No Default; No Event of Non-appropriation.** No event of default under Section 13.01 of the Lease, and no event that with notice or lapse of time, or both, would constitute such an event of default, has occurred and is continuing. No Event of Non-appropriation has occurred.

6. **No Material Adverse Change.** No material adverse change has occurred in the financial condition of the District since August 24, 2026. To the knowledge of the undersigned, no material adverse change has occurred in the financial condition of the Vendor.

7. **No Litigation.** There is no litigation or proceeding pending in any state or federal court or, to the knowledge of the undersigned, threatened against the District or any other person affecting the right of the District to execute and deliver any of the Principal Documents, the ability of the District to make the Rental Payments required under the Lease or the ability of the District otherwise to comply with its obligations under the Principal Documents.

8. **Delivery and Acceptance of the Equipment.** On the Closing Date the District received delivery of the Equipment described in Schedule A to the Lease, including one (1) new 2026 Pierce Enforcer Tandem 110' Quint, VIN 4P1BCAGF9TA029888. The District has inspected the Equipment and has accepted it, as evidenced by the Acceptance Certificate (Schedule B to the Lease) executed by the District on the Closing Date. All deficiencies identified in the District's pre-delivery inspection of the Equipment, including the body issue identified in August 2026, have been corrected to the District's satisfaction. The Commencement Date under the Lease is the Closing Date.

9. **Liens.** The Equipment is free and clear of all liens and encumbrances other than the interest of the Lender under the Lease.

10. **Purchase Price.** The purchase price of the Equipment, as stated in the Vendor's final invoice no. D3114 dated October 20, 2026, a true and complete copy of which has been delivered to the Lender, is $1,716,939. Concurrently with the Lender's disbursement of the Disbursement Amount to the Vendor, the District will pay the Vendor the balance of that purchase price in excess of the Disbursement Amount, $1,066,939, as provided in Section 3 of the Disbursement Agreement, from its own legally available funds, which have been budgeted and appropriated for that purpose, so that the purchase price is paid in full. The District will deliver to the Lender written confirmation from the Vendor that the purchase price has been paid in full promptly after the District receives it.

11. **Title and Financing Statements.** The District has caused the manufacturer's certificate of origin for the Equipment to be assigned and delivered to the Lender, and will cooperate with the Lender to cause the Equipment to be titled in the name of the Lender as owner, consistent with Section 7.01 of the Lease, and to file such financing statements as the Lender may request under Section 7.03 of the Lease.

12. **Insurance.** The insurance (or self-insurance) required by Section 8.04 of the Lease is in full force and effect with respect to the Equipment, and the District has delivered to the Lender certificates evidencing that coverage and naming the Lender as loss payee and additional insured, as its interests may appear.

13. **Budget.** Nothing in this paragraph creates a multiple-fiscal year direct or indirect debt or other financial obligation of the District, and the obligations of the District under the Lease remain subject to Section 6.08 of the Lease.

14. **Tax Matters.** The District has not taken, and knows of no action taken, that would cause the interest component of the Rental Payments to be includable in gross income for federal income tax purposes. The District will execute and timely file Internal Revenue Service Form 8038-G with respect to the Lease Transaction.

15. **Governmental Immunity.** Nothing in this certificate is intended, or shall be construed, as a waiver of any of the rights, immunities, protections or limitations available to the District or its directors, officers and employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or any other law.

16. **Counterparts; Electronic Signatures.** This certificate may be executed in counterparts and by electronic or facsimile signature, each of which shall be deemed an original.

[Signature page follows]

WITNESS our hands as of the Closing Date.

EVANS FIRE PROTECTION DISTRICT,
WELD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO

By: _____
Mary Achziger
President, Board of Directors

By: _____
Martin Schanwolf
Secretary, Board of Directors

By: _____
Tricia Watson
Treasurer, Board of Directors

By: _____
Joseph DeSalvo
Fire Chief

[SEAL]

[Signature Page to Bring-Down Certificate]

BRING-DOWN CERTIFICATE

$650,000.00
Annually Renewable Equipment Lease/Purchase Agreement
dated as of August 24, 2026
between First National Bank of Omaha, as lessor, and
Evans Fire Protection District, Weld County, Colorado, as lessee

This Bring-Down Ceertificate ("Certificate") is executed and delivered as of October 23, 2026 (the "Closing Date") by the undersigned officials of Evans Fire Protection District, Weld County, Colorado (the "District"), to First National Bank of Omaha (the "Lender") in connection with the Equipment Lease/Purchase Agreement dated as of August 24, 2026 (the "Lease") between the Lender, as lessor, and the District, as lessee. The District acknowledges that the Lender is relying on this Ceertificate in disbursing funds for the acquisition of the Equipment under Section 14.09 of the Lease and under the Disbursement Agreement dated as of August 24, 2026 between the District and the Lender, as amended by the First Amendment to Disbursement Agreement dated as of the Closing Date (as amended, the "Disbursement Agreement"). Capitalized terms used and not defined in this Ceertificate have the meanings given in the Lease or, if not defined there, in the Omnibus Certificate executed by the District as of August 24, 2026 (the "Omnibus Certificate").

The undersigned officials of the District certify as follows:

1. **Omnibus Certificate.** Each of the statements in paragraphs 1 through 12 of the Omnibus Certificate is true and correct on and as of the Closing Date as if made on the Closing Date. For this purpose, each reference in the Omnibus Certificate to "the date hereof" or "the day hereof" means the Closing Date, and the term "Principal Documents" includes the First Amendment to Disbursement Agreement, the revised Schedule C to the Lease, the Acceptance Certificate (Schedule B to the Lease) and this Ceertificate.

2. **Incumbency.** Each person named in paragraph 3 of the Omnibus Certificate has held the office set forth opposite his or her name continuously from August 24, 2026 through and including the Closing Date, and each signature appearing on this Ceertificate is the genuine signature of the official whose name appears beneath it.

3. **Authorizing Resolution.** Resolution No. 2026-07, adopted by the Board of Directors of the District on August 24, 2026 (the "Authorizing Resolution"), a true and correct copy of which is attached to the Lease as Schedule D, has not been amended, supplemented, rescinded or repealed and remains in full force and effect on the Closing Date. The execution and delivery by the District of the Acceptance Certificate, the revised Schedule C to the Lease, the First Amendment to Disbursement Agreement and this Ceertificate are authorized by Sections 1 and 2 of the Authorizing Resolution, and no further action of the Board of Directors of the District is required.

4. **Representations and Warranties.** Each of the representations and warranties of the District in Section 2.01 of the Lease and in each of the other Principal Documents is true and correct in all material respects on and as of the Closing Date as if made on the Closing Date.

5. **No Default; No Event of Non-appropriation.** No event of default under Section 13.01 of the Lease, and no event that with notice or lapse of time, or both, would constitute such an event of default, has occurred and is continuing as of the Closing Date. No Event of Non-appropriation has occurred as of the Closing Date.

6. **No Material Adverse Change.** No material adverse change has occurred in the financial condition of the District ~~since~~ from August 24, 2026 through the Closing Date. ~~To the knowledge of the undersigned, no material adverse change has occurred in the financial condition of the Vendor~~.

7. **No Litigation.** There is no litigation or proceeding pending in any state or federal court or, to the knowledge of the undersigned, threatened against the District or any other person affecting the right of the District to execute and deliver any of the Principal Documents, the ability of the District to make the Rental Payments required under the Lease or the ability of the District otherwise to comply with its obligations under the Principal Documents.

8. **Delivery and Acceptance of the Equipment.** On the Closing Date the District received delivery of the Equipment described in Schedule A to the Lease, including one (1) new 2026 Pierce Enforcer Tandem 110' Quint, VIN [_____]. The District has inspected the Equipment and has accepted it, as evidenced by the Acceptance Certificate (Schedule B to the Lease) executed by the District on the Closing Date. All deficiencies identified in the District's pre-delivery inspection of the Equipment, including the body issue identified in August 2026, have been corrected to the District's satisfaction. The Commencement Date under the Lease is the Closing Date.

9. **Liens.** The Equipment is free and clear of all liens and encumbrances other than the interest of the Lender under the Lease.

10. **Purchase Price.** The purchase price of the Equipment, as stated in the Vendor's final invoice no. [_____] dated [_____], 2026, a true and complete copy of which has been delivered to the Lender, is $[_____]. Concurrently with the Lender's disbursement of the Disbursement Amount to the Vendor, the District will pay the Vendor the balance of that purchase price in excess of the Disbursement Amount, $[_____], as provided in Section 3 of the Disbursement Agreement, from its own legally available funds, which have been budgeted and appropriated for that purpose, so that the purchase price is paid in full. The District will deliver to the Lender written confirmation from the Vendor that the purchase price has been paid in full promptly after the District receives ~~it~~the disbursement.

11. **Title and Financing Statements.** The District has caused the manufacturer's certificate of origin for the Equipment to be assigned and delivered to the Lender, and will reasonably cooperate with the Lender to cause the Equipment to be titled in the name of the Lender as owner, consistent with Section 7.01 of the Lease, and to file such financing statements as the Lender may request under Section 7.03 of the Lease.

12. **Insurance.** The insurance (or self-insurance) required by Section 8.04 of the Lease is in full force and effect with respect to the Equipment, and the District has delivered to the Lender certificates evidencing that coverage and naming the Lender as loss payee and additional insured, as its interests may appear.

13. **Budget.** Nothing in this ~~paragraph~~ Certificate creates a multiple-fiscal year direct or indirect debt or other financial obligation of the District, and the obligations of the District under the Lease remain subject to Section 6.08 of the Lease.

14. **Tax Matters.** The District has not taken, and knows of no action taken, that would cause the interest component of the Rental Payments to be includable in gross income for federal income tax purposes. The District will execute and timely file Internal Revenue Service Form 8038-G with respect to the Lease Transaction.

15. **Governmental Immunity.** Nothing in this C~~c~~ertificate is intended, ~~or~~ and shall be construed, as a limitation on or waiver of any of the rights, immunities, protections, ~~or~~ limitations, and defenses available to the District or its directors, officers and employees under federal and state law, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq~~., or any other law~~.

16. **Counterparts; Electronic Signatures.** This C~~c~~ertificate may be executed in counterparts and by electronic or facsimile signature, each of which shall be deemed an original, and together shall constitute one valid and binding instrument.

[Signature page follows]

WITNESS our hands as of the Closing Date.

EVANS FIRE PROTECTION DISTRICT,
WELD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO

By: _____
Mary Achziger
President, Board of Directors

By: _____
Martin Schanwolf
Secretary, Board of Directors

By: _____
Tricia Watson
Treasurer, Board of Directors

By: _____
Joseph DeSalvo
Fire Chief

[SEAL]

[Signature Page to Bring-Down Certificate]

FIRST AMENDMENT TO DISBURSEMENT AGREEMENT

THIS FIRST AMENDMENT TO DISBURSEMENT AGREEMENT (this "Amendment") is made as of October 26, 2026, by and between EVANS FIRE PROTECTION DISTRICT, Weld County, Colorado (the "District"), a duly organized and validly existing fire protection district, quasi-municipal corporation and political subdivision of the State of Colorado, and FIRST NATIONAL BANK OF OMAHA, as Lender (the "Lender").

RECITALS

A. The District and the Lender are parties to a Disbursement Agreement dated as of August 24, 2026 (the "Disbursement Agreement"), entered into in connection with the Equipment Lease/Purchase Agreement dated as of August 24, 2026 between the Lender, as lessor, and the District, as lessee (the "Lease").

B. Section 2 of the Disbursement Agreement provides that the Lender shall disburse the Disbursement Amount to the Vendor within two (2) business days after the date of the Disbursement Agreement.

C. Delivery of the Equipment was delayed while deficiencies identified in the District's pre-delivery inspection were corrected, and the District did not accept the Equipment until the date of this Amendment. Consistent with the intention of the parties that the Vendor not be paid for the Equipment before the District accepts it, the Lender has not disbursed any portion of the Disbursement Amount as of the date of this Amendment.

D. The District and the Lender desire to amend the Disbursement Agreement to conform the timing of disbursement to the District's acceptance of the Equipment and the Funding Conditions under Section 14.09 of the Lease, and to confirm that neither party is in default by reason of the timing of delivery, acceptance or disbursement.

NOW, THEREFORE, in consideration of the mutual covenants in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Definitions.** Capitalized terms used and not defined in this Amendment have the meanings given in the Disbursement Agreement or, if not defined there, in the Lease.

2. **Amendment of Section 1.** The first sentence of Section 1 of the Disbursement Agreement is deleted and replaced with the following: "The Lender has agreed to make available the sum of $650,000.00 (the "Disbursement Amount"), representing the aggregate principal amount portion of the Rental Payments, for disbursement in accordance with Section 2."

3. **Amendment of Section 2.** The words "The Lender shall disburse the Disbursement Amount to the Vendor within two (2) business days;" at the beginning of Section 2 of the Disbursement Agreement are deleted and replaced with the following: "The Lender shall disburse the Disbursement Amount to the Vendor, in accordance with the Vendor's final invoice for the Equipment, within two (2) business days after the later of (a) the Lender's receipt of the Acceptance Certificate in the form of Schedule B to the Lease, fully executed by the District, and (b) the satisfaction of the Funding Conditions set forth in Section 14.09 of the Lease, or the Lender's written waiver of any Funding Condition not satisfied; provided that the Lender may condition any disbursement on its verification of the Vendor's payment instructions by such means as the Lender customarily uses; and provided further that the Lender shall not be required to disburse unless the District has paid to the Vendor, or concurrently with the Lender's disbursement pays to the Vendor, the balance of the purchase price of the Equipment in excess of the Disbursement Amount, as required by Section 3;". The remainder of Section 2 is unchanged.

4. **Acknowledgments.** The District and the Lender acknowledge and agree that (a) no portion of the Disbursement Amount was disbursed before the date of this Amendment; (b) the Commencement Date under the Lease is the date on which the District executes the Acceptance Certificate, which the parties anticipate will be October 26, 2026, and no Rental Payments or interest accrued under the Lease before the Commencement Date; (c) the Lender's not disbursing the Disbursement Amount before the date of this Amendment was not a failure, refusal or delay by the Lender under Section 12.03 of the Lease or an event of default by the Lender under Section 13.01(e) of the Lease, and the District waives any claim arising from the timing of disbursement before the date of this Amendment; and (d) neither party is in default under the Disbursement Agreement or the Lease by reason of the timing of the delivery or acceptance of the Equipment or the disbursement of the Disbursement Amount.

5. **Ratification.** Except as amended by this Amendment, the Disbursement Agreement remains unmodified and in full force and effect and is ratified and confirmed. From and after the date of this Amendment, each reference in the Disbursement Agreement to "this Agreement" means the Disbursement Agreement as amended by this Amendment. Nothing in this Amendment amends the Lease.

6. **Non-appropriation; Governmental Immunity.** Nothing in this Amendment creates a multiple-fiscal year direct or indirect debt or other financial obligation of the District or limits the District's rights under Section 6.08 of the Lease. Section 13 of the Disbursement Agreement applies to this Amendment.

7. **Governing Law.** This Amendment shall be construed and enforced in accordance with the laws of the State of Colorado, and Section 10 of the Disbursement Agreement applies to this Amendment.

8. **Counterparts; Electronic Signatures.** This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument. Signatures delivered by electronic means (including .pdf) or by electronic signature shall be effective as originals, consistent with Section 5 of the Disbursement Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

EVANS FIRE PROTECTION DISTRICT,
WELD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO

By: _____
Mary Achziger
President, Board of Directors

[SEAL]

Attest:

_____
Martin Schanwolf
Secretary, Board of Directors

FIRST NATIONAL BANK OF OMAHA

By: _____
Erica Herman
Director, Commercial Banking

[Signature Page to First Amendment to Disbursement Agreement]

SCHEDULE C
(Revised as of October 23, 2026)

SCHEDULE OF PAYMENTS

This revised Schedule C is delivered under Sections 6.01 and 6.02 of the Equipment Lease/Purchase Agreement dated as of August 24, 2026 (the "Agreement") between First National Bank of Omaha, as Lessor, and Evans Fire Protection District, as Lessee, and supersedes and replaces in its entirety the Schedule C attached to the Agreement as originally executed. Capitalized terms used and not defined in this Schedule C have the meanings given in the Agreement.

Date of Lease Transaction: August 24, 2026
Commencement Date: October 26, 2026
Principal Amount Due: $650,000.00
Interest Rate: 6.70% per annum, fixed (5-year U.S. Treasury rate of 5.00% as set by Lessor on October 15, 2026, plus 1.70%)
Fiscal Years: 2026 through 2031

Payment Due Date	Total Rental Payment	Amount Attributable to Principal	Amount Attributable to Interest*	Option Price/ Remaining Balance
July 15, 2027	$162,057.64	$130,000.00	$32,057.64	$520,000.00
July 15, 2028	$165,420.67	$130,000.00	$35,420.67	$390,000.00
July 15, 2029	$156,492.92	$130,000.00	$26,492.92	$260,000.00
July 15, 2030	$147,661.94	$130,000.00	$17,661.94	$130,000.00
July 15, 2031	$138,830.97	$130,000.00	$8,830.97	$0.00
Totals:	**$770,464.14**	**$650,000.00**	**$120,464.14**	

* Interest is computed at the Interest Rate stated above on the basis of a 360-day year and the actual number of days elapsed, as provided in Section 6.02 of the Agreement. The interest component of the first Rental Payment accrues from the Commencement Date through July 15, 2027 (265 days); thereafter, interest accrues on the outstanding principal balance for the actual number of days between Payment Due Dates. The Option Price shown for each Payment Due Date is payable in addition to the Rental Payment then due, as provided in Section 11.01(a) of the Agreement.

Lessee acknowledges and agrees to the foregoing Schedule of Payments, subject to Section 6.08 of the Agreement.

EVANS FIRE PROTECTION DISTRICT,
WELD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO
(Lessee)

By: _____
Mary Achziger
President

FIRST NATIONAL BANK OF OMAHA
(Lessor)

By: _____
Erica Herman
Director, Commercial Banking

Evans Fire Protection District
Staff Report

DATE: October 26, 2026

SUBJECT: Weld County Fire Chiefs Association

PRESENTED BY: Joe DeSalvo, Fire Chief

AGENDA ITEM DESCRIPTION:

The Weld County Fire Chiefs Association will be seeking to fill the position of President for 2027 & 2028. This position is elected by the Fire Chiefs and Chief DeSalvo has been requested to fill this position as it has been customary for the Vice President to do so once the term is completed. If there are other Fire Chiefs who are interested, then there will be a standard election. The role of the President includes the following:

- Coordinates with the WCFCA executive board on meeting agenda items.
- Conducts WCFCA bi-monthly meetings.
- Liaison with the Weld County Commissioners, OEM & WCRCC.
- Liaison with the Colorado State Fire Chiefs.
- Passes on information received to all Weld County Chiefs.

This position will not require any additional meeting time than what is already being spent as the Vice President. Chief DeSalvo would like any input the Board may have and will not accept the nomination if the Board would not support this.

STAFF RECOMMENDATION:

Staff requests Board input for Chief DeSalvo's possible nomination for WCFCA President.

Evans Local 4537



Fire Prevention Bureau Report



Administration Report



EMS

- UC Health compliance reporting for September was 98.6% for emergent calls (less than 8:30) and 93.5% for non-emergent calls (less than 12:00). For comparison and to look at trends, the previous two months are as follows:
    - July – 95.5% & 95.6%
    - August – 97.4% & 98.7%

New Apparatus

- We anticipate delivery of the Tower on October 26th so hopefully the Board will be able to see it prior to the meeting.



November Board Meeting

- A reminder that the November Board meeting will be held one week earlier on 11/16.
- We are planning to have an official ceremony to place the new ladder truck in service. More details will be sent out in the coming weeks.

Current Staffing

- 32 total staff members
    - 24 full-time firefighters
    - 3 part-time firefighters
    - 4 full-time administrative staff
    - 1 part-time administrative staff

Community Risk Assessment

- The State is assisting us with a community risk assessment (CRA) of our district. Part of this process is to conduct a survey of our citizens which was sent out on 10/20. This CRA will help us focus on what the risks are within our response area and help to guide our training and responses to actual incidents.

Around the Firehouse

- On Monday, 10/19 at approx. 2pm, B-Shift responded to a residence in the 2700 block of Port St for a natural gas line that had been hit by a contractor. A total of three houses had to be evacuated, and the area was closed off for about two hours as a precaution.
- On Wednesday 9/30 at approx. 6am, A-Shift responded to the area of Hwy 85 & Hwy 34 for a train that had struck a pedestrian. EFPD units responded with Greeley Fire. Crews arrived on scene and found a person had been hit by a passing train. The incident resulted in one fatality. Three of the four crossings in Evans were blocked by the train for approximately 2 hours during the investigation.
- On Wednesday 10/21 at approx. 7am, C-Shift responded mutual aid with LaSalle Fire to Hwy-85 just south of LaSalle on a traffic accident requiring extrication. Crews encountered three vehicles with a box truck on top of a car and multiple patients trapped. There was one fatality, one patient with serious injuries, and one patient with minor injuries. EFPD responded with a ladder truck and two command officers.
- All three shifts participated in mutual aid live fire training with Greeley Fire the week of October 19th. They conducted training on basement fires at the GFD training facility in the evenings.
-

Incident Count- YTD

Count of Incidents

Count of Medical Incidents (P...

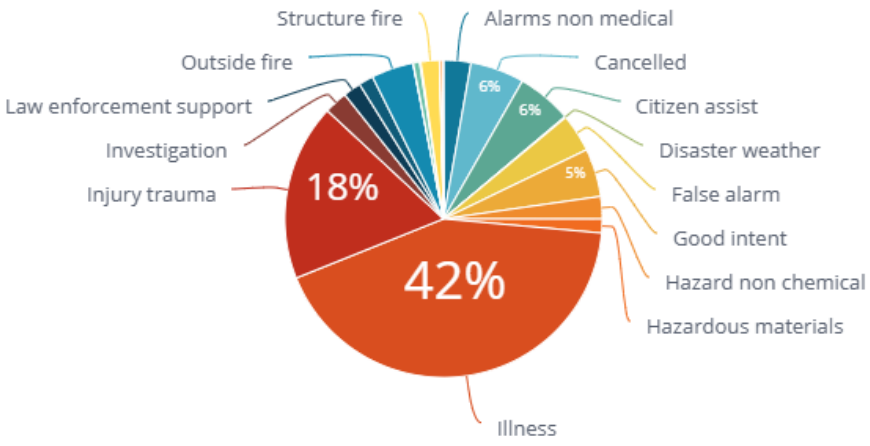
Count of Fire Incidents (Prima...

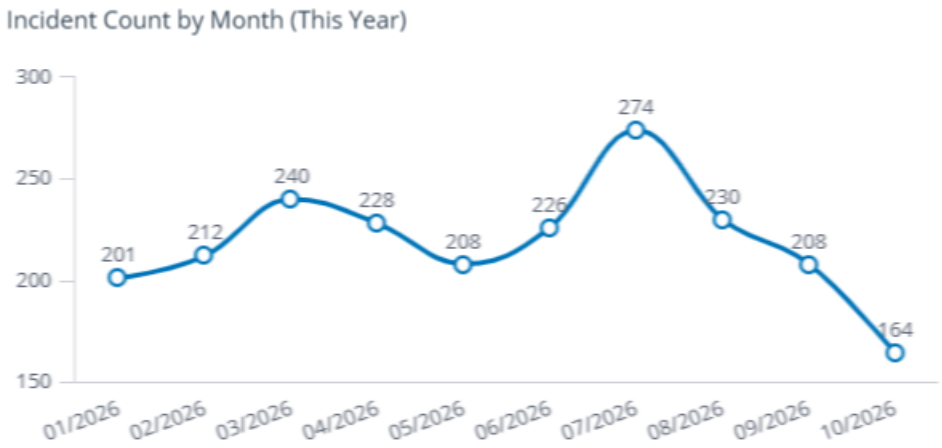
Count of Incidents
2,198
Count of Exposures 2

Count of EMS Calls
1,363
Percent of EMS Calls 62.01%

Count of Fire Calls
144
Percent of Fire Calls 6.55%

Primary Incident Types by Subcategory




Incident Count by Month (This Year)
300
250
200
150
201
212
240
228
208
226
274
230
208
164
01/2026
02/2026
03/2026
04/2026
05/2026
06/2026
07/2026
08/2026
09/2026
10/2026

Incident Count- This Month

Count of Incidents

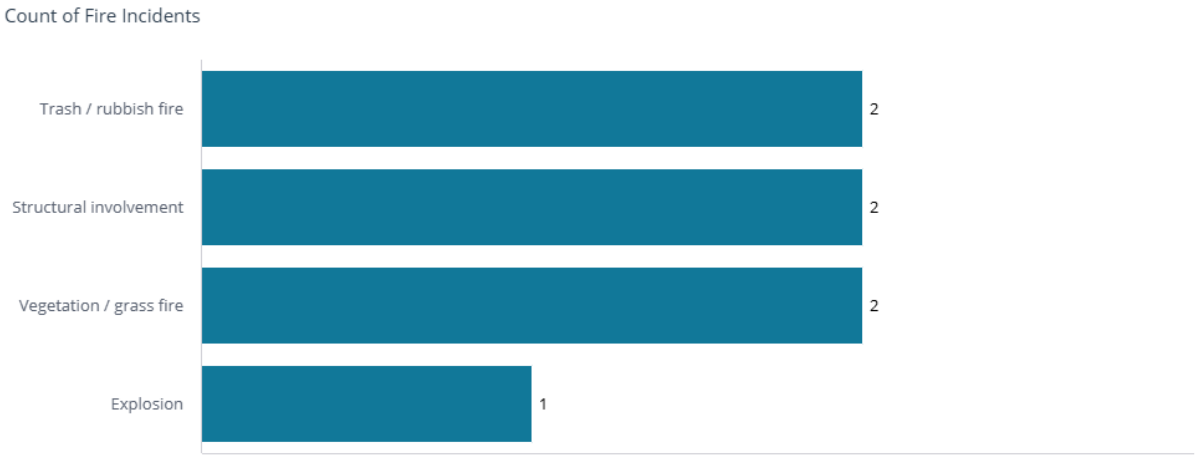
Count of Medical Incid...

Count of Fire Incidents ...

Count of Incidents
155
Count of Exposures 0

Count of EMS Calls
99
Percent of EMS Calls **63.87%**

Count of Fire Calls
7
Percent of Fire Calls **4.52%**



Primary Incident Type by Category

