

**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: June 22, 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. Review and Consider Resolution 2026-05 Approving Apparatus Lease Purchase Financing
4. Review and Consider 2026 Financial Statements
5. Review and Consider Cooperator Agreement for Enforcement of Wildfire Resiliency Code with City of Evans
6. Review and Consider Amended Evans/LaSalle First Response Agreement
7. Discussion: Supplemental Budget Request
8. Discussion: Director Expectations
9. Evans Local 4537 Report
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 union recognition and related matters.
16. Executive session
  - a. pursuant to C.R.S. 24-6-402(4)(f) to discuss personnel matters related to the Fire Chief's annual review.
17. Possible action on any matter discussed in executive session
18. Adjournment

Next regular meeting is scheduled for July 27, 2026 at 6:30 p.m.

## 2026 Year-to-Date Financial Report

*unaudited expenses and revenues through May 31, 2026*

REVENUES					
General Revenue			Impact Fees		
Budget	Revenue Collected YTD	To Be Collected	Budget	Fees Collected YTD	To Be Collected
\$ 4,526,642	\$ 2,732,396	\$ 1,794,246	\$ 35,000	\$ 28,143	\$ 6,857
<i>*does not include Impact Fees, Sales Tax, or Interest</i>		40%	<i>YTD Interest Earned</i>		20%

Sales Tax		
Budget	Revenue Collected YTD	To Be Collected
\$ 3,500,000	\$ 940,989	\$ 2,559,011
		73%

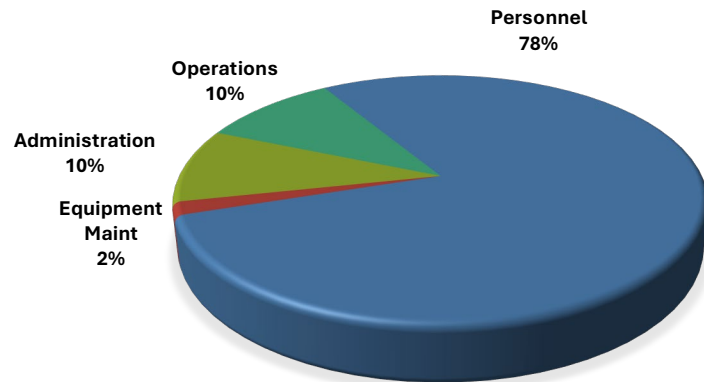
INVESTMENTS				
COLOTRUST			Sweep Account	
Account Balance	YTD Income Earned	YTD Fees Paid	YTD Income Earned	
\$ 6,354,158	\$ 98,524	\$ 1,757	\$ 13,733	

EXPENDITURES					
Administration			Operations		
Budget	Expense YTD	Remaining Budget	Budget	Expense YTD	Remaining Budget
\$ 375,603	\$ 236,285	\$ 139,318	\$ 414,609	\$ 244,017	\$ 170,592
		37.09%			41.15%
Personnel			Equipment Maint		
Budget	Expense YTD	Remaining Budget	Budget	Expense YTD	Remaining Budget
\$ 5,746,760	\$ 1,920,922	\$ 3,825,838	\$ 104,106	\$ 41,355	\$ 62,751
		33.43%			60.28%

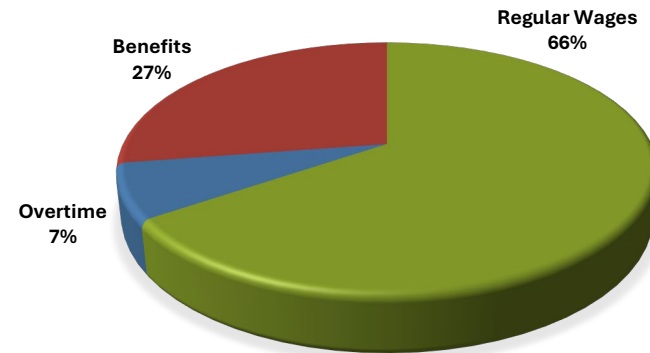
TOTAL AVAILABLE FUNDS	COLOTRUST	FNBO Operating	FNBO Impact Fees	
Unappropriated*	\$ 3,021,730			
AMP		\$ 276,883		
Capital	\$ 3,332,428	\$ -	\$ 707,156	
Operating Fund		\$ 2,431,839		
<b>TOTALS</b>	<b>\$ 6,354,158</b>	<b>\$ 2,708,721</b>	<b>\$ 707,156</b>	<b>\$ 9,770,035</b>

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

YTD Expenses



YTD Personnel



**EVANS FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS - REGULAR MEETING  
May 18, 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 May 18, 2026, at Evans Fire Station 2, 2100 37th Street, Evans, Colorado, 80620.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**Directors Present:**

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

**Also Present:**

Joe DeSalvo, Fire Chief  
Sharon Bowles, Administrative Director  
Heather Covalt, Operations and Finance Asst  
Morgan Hill, Evans Local 4537 Union  
Emily Powell, Attorney  
John Miller, Attorney

**Directors Absent:**

Tricia Watson, Treasurer

**AMENDMENTS TO AGENDA**

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

**PUBLIC COMMENT**

No public in attendance.

**CONSENT AGENDA**

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

**REVIEW & CONSIDER DECLARATION OF SURPLUS PROPERTY**

Chief DeSalvo reviewed that the department would like to dispose of one of the current Ford Explorer staff vehicles and purchase two new vehicles due to staffing changes. One staff member has expressed interest in purchasing the surplus vehicle. Ms. Powell instructed the District that opening a bid internally for employees should happen and the highest bid would be allowed to purchase the surplus vehicle. Director Naylor moved to declare one of the 2018 Ford Explorers as surplus to be disposed of per District policy. Director James seconded. Motion passed unanimously.

**EVANS LOCAL 4537 REPORT**

Mr. Hill reported that he is working on future station locations and has submitted a plan to the IFF.

**FIRE PREVENTION BUREAU REPORT**

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

### **ADMINISTRATION REPORT**

- Dispatch
- EMS/ALS
- ESO
- Mtn Cement Annexation: Completion
- Current Staffing
- Around the Firehouse
- Sales Tax Revenue Update

### **LEGAL COUNSEL UPDATE**

Attorney Powell discussed matters legal counsel assisted on during the previous month and provided updates on items of note in the 2026 legislative session.

### **DIRECTOR'S REPORTS**

No Director's reports.

### **NEW BUSINESS**

No new business

### **EXECUTIVE SESSION**

Director Schanwolf moved to enter executive session pursuant to C.R.S. § 24-6-402(4)(b) to receive legal advice related to the Union. Director Naylor seconded. Motion passed unanimously.

Board entered executive session with Chief DeSalvo and Attorney Miller at 7:01p.m.

Director Naylor moved to close executive session. Director Schanwolf seconded. Motion passed unanimously.

Board returned to open session at 7:21p.m.

### **POSSIBLE ACTION ON ANY ITEM DISCUSSED IN EXECUTIVE SESSION**

Director James moved to have Chief DeSalvo and Chairperson Achziger discuss further with Mr. Hill regarding recognition of Union. Follow up at June meeting. Director Naylor seconded. Motion passed unanimously.

### **ADJOURNMENT**

Director Schanwolf moved to adjourn. Director James seconded. Motion passed unanimously. Meeting adjourned at 7:26 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 22<sup>nd</sup> day of June, 2026.

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Martin Schanwolf, Secretary

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

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**DATE:** June 22, 2026

**SUBJECT:** Review & Consider Resolution 2026-05 Approving Apparatus Lease-Purchase Financing

**PRESENTED BY:** Sharon Bowles, Administrative Director

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**AGENDA ITEM DESCRIPTION:**

Per Board direction at the regular April meeting, staff has been working with FNBO on a financing package for the purchase of the new Tower apparatus, to be delivered and paid for in mid-September.

Following is a resolution outlining the financing terms and designating signers of the financing documents.

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**STAFF RECOMMENDATION:**

Staff recommends adoption of Resolution 2026-05 Approving Apparatus Lease-Purchase Financing and Authorizing the Execution of all Documents Necessary to Accomplish the Transaction.

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**RESOLUTION  
BOARD OF DIRECTORS  
EVANS FIRE PROTECTION DISTRICT**

A RESOLUTION APPROVING APPARATUS LEASE-PURCHASE FINANCING AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO ACCOMPLISH THE TRANSACTION

**WHEREAS**, the Evans Fire Protection District ("**District**") is a political subdivision of the State of Colorado, formed pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*, to provide fire suppression, fire protection, rescue, hazardous materials, and emergency medical services to the citizens and property within its jurisdiction;

**WHEREAS**, pursuant to C.R.S. § 32-1-1001(1)(f), the District's Board of Directors ("**Board**") is authorized to acquire, dispose of, and encumber real and personal property;

**WHEREAS**, in 2023, the District entered into that certain Apparatus Purchase Agreement with Front Range Fire Apparatus for the purchase of one Pierce Enforcer Tandem 110' Quint and associated equipment ("**Apparatus**"). The District anticipates the delivery of the Apparatus to the District in or around September 2026, at which time, Front Range Fire Apparatus will invoice the District for the purchase price of the Apparatus; and

**WHEREAS**, the Board has determined to enter into a lease-purchase financing transaction with the First National Bank of Omaha ("**FNBO**") for a portion of the purchase price of the Apparatus, upon the District and FNBO's negotiation and mutual agreement as to the financing documents necessary to accomplish the same ("**Mutual Financing Documents**"), and on the terms and conditions provided in this Resolution.

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

1. The Board hereby authorizes the District to enter into a lease-purchase financing transaction with FNBO for the purchase of the Apparatus, subject to the District and FNBO negotiating the Mutual Financing Documents, such lease-purchase financing to include the following terms:

Financing amount:	\$650,000.00
Annual payment:	\$130,000.00 principal plus accrued interest
Interest rate:	5-year Treasury + 1.7% (to be fixed at closing)
Prepayment penalty:	None
Fees:	\$1,000.00 origination fee + all third-party fees including FNBO attorney fees

2. The Board directs Fire Chief DeSalvo and Administrative Director Bowles to work with Board President Achizger and District legal counsel to negotiate the Mutual Financing Documents with FNBO for Board consideration of approval at a regular or special meeting.

3. Upon successful negotiation of the Mutual Financing Documents, President Achziger, or, if President Achziger is unavailable, then Vice President David James, is hereby authorized to execute the Mutual Financing Documents on behalf of the District, and to execute all other documents and take all other actions reasonably necessary to accomplish the lease-purchase financing transaction and carry out the intent of this Resolution.

4. This Resolution shall be in full force and effect upon its passage and adoption.

ADOPTED this 22nd day of June, 2026.

BY THE BOARD OF DIRECTORS  
EVANS FIRE PROTECTION DISTRICT

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President

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Secretary

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

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**DATE:** June 22, 2026  
**SUBJECT:** Review & Consider 2025 Audited Financial Report  
**PRESENTED BY:** Sharon Bowles, Administrative Director

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**AGENDA ITEM DESCRIPTION:**

The 2025 audit is complete. A few key tables follow, the complete financial statements are included as a separate document. This is the eleventh 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.

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**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.

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EVANS FIRE PROTECTION DISTRICT

BALANCE SHEET  
GOVERNMENTAL FUNDS  
As of December 31, 2025

	GENERAL FUND	
	2025	2024
<b>ASSETS</b>		
Cash and Investments	\$ 8,540,844	\$ 8,772,277
Accounts Receivable	55,738	205,635
Property Taxes Receivable	4,080,051	3,773,226
Prepaid Expenses	136,713	92,734
<b>TOTAL ASSETS</b>	<b>\$ 12,813,346</b>	<b>\$ 12,843,872</b>
<b>LIABILITIES, DEFERRED INFLOWS, AND FUND EQUITY</b>		
<b>LIABILITIES</b>		
Accounts Payable	\$ 40,903	\$ 43,312
Accrued Expenses	40,015	136,050
<b>TOTAL LIABILITIES</b>	<b>80,918</b>	<b>179,362</b>
<b>DEFERRED INFLOWS</b>		
Deferred Revenues - Property Taxes	4,080,051	3,773,226
<b>FUND EQUITY</b>		
Fund Balance		
Nonspendable	136,713	92,734
Restricted for Emergencies	144,000	174,200
Unassigned	8,371,664	8,624,350
<b>TOTAL FUND EQUITY</b>	<b>8,652,377</b>	<b>8,891,284</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND EQUITY</b>	<b>\$ 12,813,346</b>	<b>\$ 12,843,872</b>
Amounts reported for governmental activities in the statement of net position are different because:		
Fund Equity, Governmental Funds	8,652,377	8,891,284
Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.	2,732,293	2,756,441
Long-term liabilities and related assets are not due and payable in the current period and are not reported in the funds. This includes compensated absences (\$654,552), net pension liability of (\$906,016), deferred outflows related to pensions of \$1,126,653 and deferred inflows related to pensions of (\$170,920).	(604,835)	(259,223)
<b>Net position of governmental activities</b>	<b>\$ 10,779,835</b>	<b>\$ 11,388,502</b>

The accompanying notes are an integral part of the financial statements.

EVANS FIRE PROTECTION DISTRICT

STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS  
Year Ended December 31, 2025

	GENERAL FUND	
	2025	2024
REVENUES		
Property Taxes	\$ 3,775,287	\$ 4,561,752
Specific Ownership Taxes	153,068	147,154
Intergovernmental	315,402	290,896
Impact and Other Fees	252,773	458,439
Grants	1,770	9,992
Interest	274,882	308,470
Miscellaneous	20,788	38,883
TOTAL REVENUES	<u>4,793,970</u>	<u>5,815,586</u>
EXPENDITURES		
Current		
Salaries and Benefits	3,900,203	3,425,910
Operations	924,803	665,559
Capital Outlay	207,871	527,532
TOTAL EXPENDITURES	<u>5,032,877</u>	<u>4,619,001</u>
NET CHANGE IN FUND BALANCES	(238,907)	1,196,585
FUND BALANCES, Beginning	<u>8,891,284</u>	<u>7,694,699</u>
FUND BALANCES, Ending	<u>\$ 8,652,377</u>	<u>\$ 8,891,284</u>

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The accompanying notes are an integral part of the financial statements.

EVANS FIRE PROTECTION DISTRICT  
GENERAL FUND  
BUDGETARY COMPARISON SCHEDULE  
Year Ended December 31, 2025

	2025			VARIANCE Positive (Negative)	2024 ACTUAL
	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL		
REVENUES					
Property Taxes	\$ 3,778,351	\$ 3,778,351	\$ 3,775,287	\$ (3,064)	\$ 4,561,752
Specific Ownership Taxes	135,000	152,981	153,068	87	147,154
Intergovernmental	274,545	300,564	315,402	14,838	290,896
Impact and Other Fees	39,000	99,171	252,773	153,602	458,439
Grants	1,800	4,270	1,770	(2,500)	9,992
Interest	206,045	262,383	274,882	12,499	308,470
Miscellaneous	35,000	482,289	20,788	(461,501)	38,883
<b>TOTAL REVENUES</b>	<b>4,469,741</b>	<b>5,080,009</b>	<b>4,793,970</b>	<b>(286,039)</b>	<b>5,815,586</b>
EXPENDITURES					
Current					
Salaries and Benefits	3,800,891	3,797,882	3,900,203	(102,321)	3,425,910
Operations	588,877	730,377	924,803	(194,426)	665,559
Capital Outlay	35,000	338,011	207,871	130,140	527,532
<b>TOTAL EXPENDITURES</b>	<b>4,424,768</b>	<b>4,866,270</b>	<b>5,032,877</b>	<b>(166,607)</b>	<b>4,619,001</b>
CHANGE IN FUND BALANCE	44,973	213,739	(238,907)	(452,646)	1,196,585
FUND BALANCE, Beginning	8,440,878	8,922,000	8,891,284	(30,716)	7,694,699
FUND BALANCE, Ending	<u>\$ 8,485,851</u>	<u>\$ 9,135,739</u>	<u>\$ 8,652,377</u>	<u>\$ (483,362)</u>	<u>\$ 8,891,284</u>

See the accompanying independent auditors' report.

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

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**DATE:** June 22, 2026  
**SUBJECT:** Review & Consider Wildfire Resiliency Code Agreement with City of Evans  
**PRESENTED BY:** Joe DeSalvo, Fire Chief

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**AGENDA ITEM DESCRIPTION:**

As part of the State of Colorado's mandate for the Fire District and City of Evans to adopt the Wildfire Resiliency Code, a cooperative agreement was developed by District legal counsel to clearly define the enforcement responsibilities of each entity. The City is still in the process of adopting the WRC and this is part of that process.

The agreement has been sent to the City for their legal counsel to review.

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**STAFF RECOMMENDATION:**

Staff requests approval for President Achziger & Chief DeSalvo to continue work with the City and District legal counsel on finalizing and signing the agreement.

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**COOPERATIVE AGREEMENT FOR  
ENFORCEMENT OF THE WILDFIRE RESILIENCY CODE**

This COOPERATIVE AGREEMENT FOR ENFORCEMENT OF THE WILDFIRE RESILIENCY CODE ("**Agreement**") is made by and between Evans Fire Protection District ("**District**") and the City of Evans ("**Agency**"). The District and Agency are referred to collectively in this Agreement as the "**Parties**" or individually as a "**Party**".

**WHEREAS**, each Party is a political subdivision of the State of Colorado, authorized to adopt and enforce fire codes, building codes, and/or related development codes within its respective jurisdiction, as applicable;

**WHEREAS**, the District's jurisdiction lies within the Agency's jurisdictional boundaries, such that the District's and Agency's jurisdictions overlap. The area of jurisdictional overlap is referred to in this Resolution as the "**District/Agency Area**";

**WHEREAS**, pursuant to C.R.S. § 24-33.5-1237, both Parties have adopted the same Wildfire Resiliency Code ("**Code**") that meets or exceeds the standards of the Model Wildfire Resiliency Code adopted by the Colorado Wildfire Resiliency Code Board ("**Code Board**"). The Code will become enforceable within each Party's jurisdiction on July 1, 2026;

**WHEREAS**, C.R.S. § 24-33.5-1237(2)(b) through (d) allow the Parties to enter into cooperative agreements with the governing bodies of other jurisdictions in order to enforce the Code; and

**WHEREAS**, the Parties desire to enter into this Agreement for the purpose of cooperating with one another to enforce the Code within the District/Agency Area, and to delineate which elements of the Code each Party will enforce within the District/Agency Area.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. District Responsibilities. Within the District/Agency Area, the District shall:
  - A. Enforce the applicable fire code elements of the Code, generally including, but not limited to, those elements of the Code found in Chapter 3 (Wildfire Hazard Identification) and Chapter 5 (Site and Area Requirements). The District may, at its option, establish a property owner self-compliance program for purposes of meeting its obligations pursuant to this Section 1(A).
  - B. Refer violations of the building code elements of the Code of which the District is actually aware to the Agency for enforcement.
2. Agency Responsibilities. Within the District/Agency Area, the Agency shall:
  - A. Enforce the applicable building code elements of the Code, generally including, but not limited to, those elements of the Code found in Chapter 4 (Structure Hardening). The Agency may, at its option, establish a property owner self-compliance program for purpose of meeting its obligations pursuant to this Section 2(A).

- B. Issue all building permits related to the building code elements of the Code and conduct associated plan reviews and inspections.
  - C. Issue all certificates of occupancy and/or equivalent final certificates for properties only after verifying with the District that property complies with the Code's fire code elements, or that the property owner has complied with the District's self-compliance program, if applicable.
  - D. Refer violations of the fire code elements of the Code of which the Agency is actually aware to the District for enforcement.
3. Mutual Responsibilities. Within the District/Agency Area, both Parties shall:
- A. Adopt amendments to or updated versions of the Code as may be required by applicable statute or regulation promulgated by the Code Board from time to time.
  - B. Advise the other Party at least 60 days in advance of making any petition to Code Board for a modification to the Code. Notwithstanding the terms of Section 6 below, either Party may terminate this Agreement within 30 days following the Code Board's approval of any modification to the Code petitioned for by the other Party.
  - C. Utilize the Wildfire Resiliency Code Maps approved by the Code Board, including, but not limited to, the Fire Intensity Classification, Fire Intensity Scale, Surface Fuels, and Wildland Urban Interface Maps, or such alternate maps as may be developed by the Agency and approved by the Code Board. The Agency shall advise the District at least 60 days in advance of petitioning the Code Board for approval of any alternate maps, and provide the District with copies of the alternate maps within 5 business days of approval by the Code Board.
  - D. Reasonably coordinate with each other with respect to properties requiring enforcement of both the fire code elements and building code elements of the Code.
  - E. Upon request of the other Party, reasonably participate in joint inspections of a property, to the extent of a Party's technical knowledge, operational capability, and staffing availability.
  - F. Maintain records of all enforcement actions taken pursuant to this Agreement and in accordance with the Code and all other applicable laws, rules, and regulations (collectively, "**Applicable Law**"), and the Party's adopted records retention policies, and cooperate with, and be responsive to, the Code Board with respect to any requests for information made by the Code Board in accordance with its authority under Applicable Law.
4. Compensation and Fees. Neither Party shall owe any compensation to the other Party under this Agreement, and each Party shall be solely responsible for all costs of performing its obligations hereunder. The Parties shall, at their option, be permitted to charge fees as provided by Applicable Law, and shall be solely responsible to enforce, collect, and appropriately deposit all fees charged by it.
5. Relationship of the Parties. By entering into this Agreement, the Parties are not creating, and shall not be deemed or construed as creating, a joint venture, partnership, authority, or any other type of legal relationship, and each Party shall remain a separate and distinct entity for all purposes under this Agreement. The Parties understand and agree that all District employees, and all Agency employees,

shall at all times remain the employees of their respective Party, and will not be considered an employee of the other Party for any reason. Each Party is responsible for the compensation and employment-related benefits of its employees, and is responsible for, and will pay, all local, State, and Federal taxes that are incidental to their employment.

6. Effective Date; Term and Termination. This Agreement shall become effective as of the date that it is signed by both Parties ("**Effective Date**"). The term of this Agreement shall commence on the Effective Date and continue until terminated as provided herein. Either Party may terminate this Agreement at any time with or without cause upon 90 days' prior written notice to the other Party.
7. Government Immunity. Nothing in this Agreement is intended to be, and shall not be construed as, a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, or their directors, councilors, officers, employees, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
8. 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 either Party's governing body fails to appropriate funds necessary to meet such Party's obligations under this Agreement for the ensuing fiscal year, this Agreement shall terminate at the end of the year in which the non-appropriation occurred, and neither Party shall have any further liability under this Agreement.
9. Notices. Any notice permitted or required to be given under this Agreement shall be sent to a Party at the address set forth below. Notices shall be sent (a) by United States Postal Service (USPS) with manual postmark applied at the time of mailing, or (b) by tracked mail delivery via USPS, Federal Express (FedEx), United Parcel Service (UPS), or other private courier system. If manually postmarked by USPS, then the notice shall be deemed given at the time of mailing. If sent by tracked mail delivery, then then notice shall be deemed given upon delivery. Either Party may change its address for purposes of this Section 9 by giving five days prior written notice of such change to the other Party.

To the Agency at:  
City of Evans  
Attn: City Manager  
1100 37th Street  
Evans, CO 80620

To the District at:  
Evans Fire Protection District  
Attn: Fire Chief  
2100 37th Street  
Evans, CO 80620

with a copy to:

Evans City Attorney  
1100 37th St.  
Evans, CO 80620

Either Party, by notice given as provided above, may change the address to which future notices shall be sent.

10. No Third-Party Beneficiaries. Enforcement of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action to any other third party. It is the express intention of

the Parties that any third party receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

11. Miscellaneous. Colorado law governs this Agreement. Jurisdiction and venue for any action arising under this Agreement shall be in the Weld County District Court. This Agreement is the entire agreement between the Parties regarding Code enforcement and there are no oral or collateral agreements or understandings related thereto. 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. Neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party, except that the District may assign this Agreement without consent to any successor legal entity resulting from the consolidation, merger, or other unification of the District and another public agency providing the same services. In any dispute arising from or relating to this Agreement, the substantially prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in any appellate action and in collecting upon any judgment, order, or award. This Agreement may be executed in several counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement.

**EVANS FIRE PROTECTION DISTRICT**

\_\_\_\_\_  
Mary Achziger, President  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Martin Schanwolf, Secretary

**CITY OF EVANS**

\_\_\_\_\_  
Mark Clark, Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Julie Barnett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

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**DATE:** June 22, 2026  
**SUBJECT:** Review & Consider: Amended Evans/LaSalle First Response Agreement  
**PRESENTED BY:** Joe DeSalvo, Fire Chief

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**AGENDA ITEM DESCRIPTION:**

Through recent conversations with LaSalle Fire, it became apparent that the existing First Response IGA was outdated and no longer reflected the current state in either fire district. It has been approximately ten (10) years since this agreement was originally adopted and amended. Due to ongoing development south of the river, LaSalle Fire is now responding to more calls for service south of the South Platte River that are within the Evans Fire Protection District. These developments include Asphalt Specialties, Mountain Cement Company, Mountain Trax, Envirotech, and a new oil and natural gas facility. Each one of these presents a significant hazard individually as well as increased vehicle traffic on the roads in the area. In 2024 & 2025, both districts responded to approximately 24 calls each year in the other fire district's area. The changes to the IGA are highlighted.

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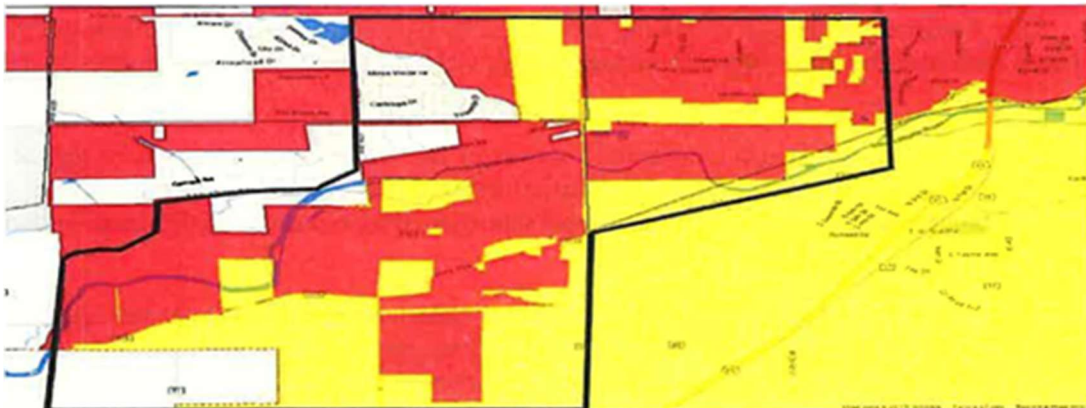
**STAFF RECOMMENDATION:**

Staff requests Board approval for President Achziger & Chief DeSalvo to finalize the Amended Evans/LaSalle First Response IGA.

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**Second Amended & Restated First Response Agreement  
Between LaSalle Fire Protection District (LFPD)  
& Evans Fire Protection District (EFPD)**

1. LFPD and EFPD are both Colorado Title 32 fire protection districts and are responsible for providing emergency services to their residents and visitors to their respective districts. Specifically, each district provides fire suppression, rescue, extrication, hazmat, and emergency medical services, which are called “Emergency Response Services” in this Agreement. The districts also provide fire code, fire prevention, and public education services, which are called “Life Safety Services” in this Agreement. On January 13, 2016, the districts signed the original First Response Agreement between them and then the first amendment was signed on September 26, 2016, by EFPD and December 14, 2016, by LFPD. This Second Amended and Restated First Response Agreement supersedes and replaces both the January 13, 2016, original and December 14, 2016, first amendment in its entirety.
2. Due to issues of geography and access, each district agrees there are certain places within its boundaries that are better served with Emergency Response Services by the other district, because the other district’s resources are closer or can generally arrive more quickly. In order to best protect lives and property, the districts agree that the district with the closest resources should provide Emergency Response Services to these areas, even if the area is within the other district’s boundaries. One district providing Emergency Response Services to an area within the other district’s boundaries under this Agreement is called “Outside First Response”.
3. The “Outside First Response Area” is shown by the black border on the following map: Areas in RED are EFPD jurisdiction and areas in YELLOW are LFPD jurisdiction.



4. EFPD will provide Outside First Response to the Outside First Response Area north of the South Platte River, regardless of whether the districts’ boundaries stay the same or change over time. LFPD will provide Outside First Response to the Outside First Response Area south of the South Platte River, regardless of whether the districts stay the same or change over time. As of the day this Agreement is signed, EFPD’s boundaries are shown on the map in red and LFPD’s boundaries are shown on the map in yellow. Each district will provide all Life Safety Services within its own boundaries and will not provide Life Safety Services within the other district’s boundaries unless specifically requested.

5. The districts will work with dispatch to make sure that EFPD is dispatched to all areas within the Outside First Response Area that are north of the South Platte River, and that LFPD is dispatched to all areas within the Outside First Response Area that are south of the South Platte River.
6. *EFPD and LFPD agree that the financial burden of providing Outside First Response is equitable given the number of calls that each district has responded to based on call data from 2024 and 2025. Both districts also agree that billing for the responses each provides in the Outside First Response Area is not necessary, therefore, all previous financial agreements are rescinded, and each district will not invoice the other for these services.*
7. Notwithstanding C.R.S. §29-5-108, and to the extent permitted by law, the district providing Outside First Response will indemnify, defend, and hold harmless the other district for any liability attributable to the district providing Outside First Response, but imposed on the other district. Pursuant to C.R.S §29-5-109 and -110, if an employee or volunteer of the district providing Outside First Response is injured, disabled, or dies as a result of performing the Outside First Response, he/she will remain covered by, and eligible for, the workers' compensation and firefighters' pension benefits he/she would otherwise be entitled to if the injury, disability or death had occurred in the districts' own jurisdiction.
8. This agreement will begin on the day it is signed by both parties and will continue until it is terminated. Either district may terminate this Agreement by giving ninety (90) days written notice to the other district by hand delivery or certified mail.
9. Nothing in this Agreement constitutes a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the districts and their past or current directors, officer, employees, and volunteers pursuant to common law or statute, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, or as an assumption of any duty.
10. *Both districts agree that there will be no financial obligations as previously stated and therefore, annual appropriation is not necessary. This Agreement can only be amended by a document signed by both districts. Course of performance, no matter how long, does not constitute an amendment to this Agreement. If any of the provision of this Agreement is held invalid or unenforceable, all other provisions continue in full force and effect. Waiver of a breach of this Agreement does not constitute a waiver of any subsequent breach of this Agreement. Neither district may assign the Agreement. In any dispute arising from or relating to this Agreement, the prevailing district will be awarded its reasonable attorneys' fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award. This Agreement may be signed in several counterparts and by facsimile or electronic PDF.*

LASALLE FIRE PROTECTION DISTRICT,  
a political subdivision of the State of  
Colorado.

\_\_\_\_\_  
By: \_\_\_\_\_, President

Date: \_\_\_\_\_

EVANS FIRE PROTECTION DISTRICT,  
a political subdivision of the State of  
Colorado.

\_\_\_\_\_  
By: Mary Achziger, President

Date: \_\_\_\_\_

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

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**DATE:** June 22, 2026  
**SUBJECT:** Discussion: Supplemental Budget Request  
**PRESENTED BY:** Joe DeSalvo, Fire Chief

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**AGENDA ITEM DESCRIPTION:**

In August, staff will be presenting a supplemental budget request for multiple items due to delays in billing, additional personnel expense, additional command staff, and unforeseen equipment issues. This report is designed to provide the Board with information prior to the August meeting and answer any questions that arise. The following items will be presented for Board approval in August:

- FPPA Volunteer Retiree Pension – \$6,100
  - Due to Board approved retiree benefit increase in January 2026
- Staff Vehicle Purchase & Upfit – \$70,000
  - Due to changes to administrative staffing model and increased upfitting costs
- Engine 3 Pump Replacement – \$30,000
  - Necessary apparatus maintenance that must be completed prior to next budget year
- Battery Powered Fan – \$5,100
  - Vendor did not provide timely invoice for item purchased in 2025
- HR - \$5,000
  - Additional expenses were recognized due to changes in the pre-hire screening process

Prior to compiling the revision documents, a thorough review will be made of all programs to ensure we have captured all additional needs and expenses for the remainder of the year.

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**STAFF RECOMMENDATION:**

Staff requests Board input on the supplemental budget request.

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

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**DATE:** June 22, 2026  
**SUBJECT:** Discussion: Director Expectations  
**PRESENTED BY:** Sharon Bowles, Administrative Director

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**AGENDA ITEM DESCRIPTION:**

Discussion regarding the expectations of a Director including email, meeting & special event attendance, and social media engagement.

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**STAFF RECOMMENDATION:**

No action required.

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# Evans Local 4537



# FIRE PREVENTION BUREAU REPORT



# Evans Fire Protection District

## Fire Prevention Bureau Report: June 2026



### Current ongoing Construction and Fire Protection System Projects in the EFPD:

1. City of Evans Police Department (3819 St. Vrain Street)
  - *Fire Line was completed and passed its acceptance test on 1/29/2026*
  - *Fire Sprinkler Plans have been reviewed and returned to the applicant.*
    - *Rough Inspections have been ongoing as requested.*
  - *Fire Alarm Plans have been reviewed and returned to the applicant.*
    - *Rough inspections have been ongoing as requested.*
2. Liberty Draw Subdivision (Filing 3, Phases 3 & 4)
3. Mountain Cement Company (23273 47<sup>th</sup> Avenue)
  - *Construction still on going,*
    - *No inspections have been completed.*
4. Mosaic Church Remodel (3451 23<sup>rd</sup> Avenue)
  - *Fire Sprinkler Plans have been reviewed and returned to the applicant.*
    - *No inspections have been completed*
5. Sunrise MFC - Immigrant Hope Remodel (2930 11<sup>th</sup> Avenue)
  - *Fire Sprinkler Plans have been reviewed and returned to the applicant.*
    - *No inspections have been completed*
  - *Fire Alarm Plans have been reviewed and returned to the applicant.*
    - *No inspections have been completed*
6. Oxford Oil Well Facility (16101 WCR 394)
  - *Construction Phase almost completed*
7. O' Reilly Auto Parts on 23<sup>rd</sup> Ave. Construction in progress.
8. Centennial Elementary school on 37<sup>th</sup> Street.
  - *In progress of replacing entire Fire Alarm System.*
9. New restaurants moving into the old Palomino's restaurant and the old Roma's restaurant.

# ADMINISTRATION REPORT



## EMS

- UC Health compliance reporting for May was 91.3% for emergent calls (less than 8:30) and 100% for non-emergent calls (less than 12:00) respectively. For comparison and to look at trends, the previous two months are as follows:
  - March – 95.3% & 96.3%
  - April – 98.8% & 95.7%
- UC Health had one requested edit to the Amended Agreement for Ambulance Services – *follow direction from the Incident Commander ~~and/or the other EFPD officers on scene~~ throughout the duration of the incident.*

UCH was concerned that the original wording creates uncertainty regarding who their crews are accountable to at any given moment. We feel this is a semantics issue that does not change the nature of the agreement. We will update the Board when the signed document is received.

## Open House

- Set for July 25th from 11am-2pm.
- We will have a BBQ (hamburgers/hot dogs), Kona Ice Truck, and we are working on the potential for a dunk tank for Chief DeSalvo!

## Special District Association Annual Conference

- The SDA Annual Conference is scheduled for September 15-17 at Keystone Resort. Any Directors interested in attending should let Sharon know as soon as possible for registration and lodging arrangements to be made.
  - Chief DeSalvo and Attorney Powell will be presenting a session together on the District's success with implementing impact fees.

## New Apparatus

- The new ladder truck is coming along nicely. The graphics layout has been approved, and it is still on track to be delivered in the fall. We will continue to email updates as we get them.





## Current Staffing

- 32 total staff members
  - 24 full-time firefighters
    - 2 firefighters on parental leave
  - 3 part-time firefighters
  - 4 full-time administrative staff
  - 1 part-time administrative staff

## Around the Firehouse

- The six new firefighters have been on shift for about a month. They are busy training with their crews.
- In early July, we will be conducting the testing process for engineers. Letters of interest are currently being accepted.
- On 5/22 at approx. 2 a.m., B-Shift responded to the area of 11<sup>th</sup> Ave & 37<sup>th</sup> St. for a traffic accident where a vehicle had hit a building. There was one minor injury and moderate damage to the building as a result.
- On 6/3 at approx. 10:30 p.m., B-Shift responded to the 3600 block of 47<sup>th</sup> Ave. for an oil and gas well that was releasing product through a valve. Crews arrived on scene and contacted the operator of the well to respond. A reverse 911 was issued for the surrounding area and crews used air monitors for the surrounding area. A separate operator arrived on scene and proceeded to take the necessary steps to shut the well down. EFPD is working with Weld County & the State to ensure waterways are protected and proper cleanup is taking place.

- On 6/8 at approx. 6 p.m., B-Shift responded automatic aid with Greeley fire to the 1600 block of 8<sup>th</sup> Ave. for a structure fire. The fire was contained to cooking equipment and EFPD crews were on scene for a short time assisting.
- On 6/9 at 3:45 p.m., B-Shift responded automatic aid with Greeley fire to the 500 block of east 24<sup>th</sup> St. EFPD provided an engine and command officer and assisted with fire control and command functions.
- On 6/18 at approx. 10 a.m., A-Shift responded to the 3100 block of 11<sup>th</sup> Ave for a structure fire. Crews arrived on scene and found a fire involving cooking equipment. The fire was contained to the equipment with minor smoke damage to the rest of the building. There were no injuries and the cause remains under investigation. LaSalle Fire provided mutual aid with an engine and command officer.

## Incident Types YTD

Count of Incidents  
**1,236**

Count of Exposures 1

Count of EMS Calls  
**782**

Percent of EMS Calls 63.27%

Count of Fire Calls  
**84**

Percent of Fire Calls 6.80%

Count of Other Calls  
**370**

Percent of Other Calls 29.94%

Aid Given  
**80**

Aid Received 37

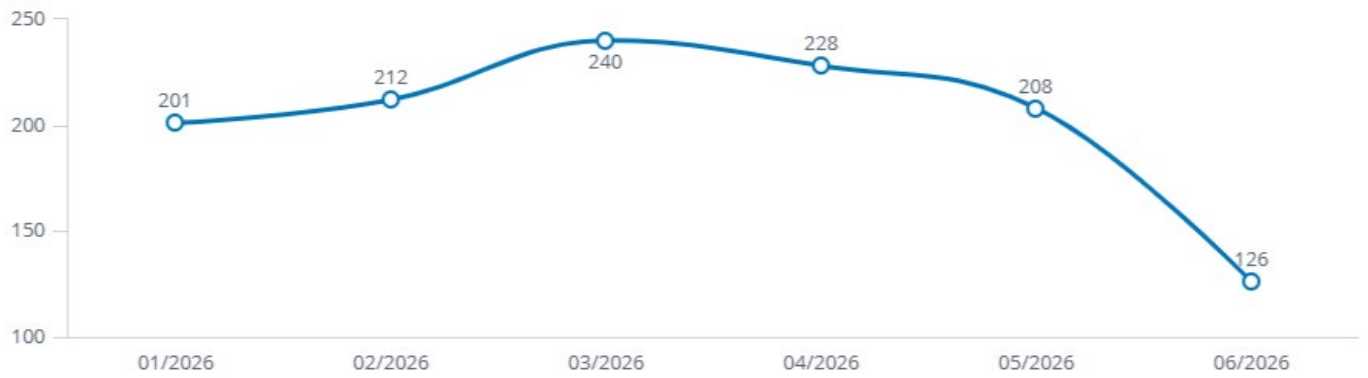
## Incident Types June 2026

Count of Total Incidents

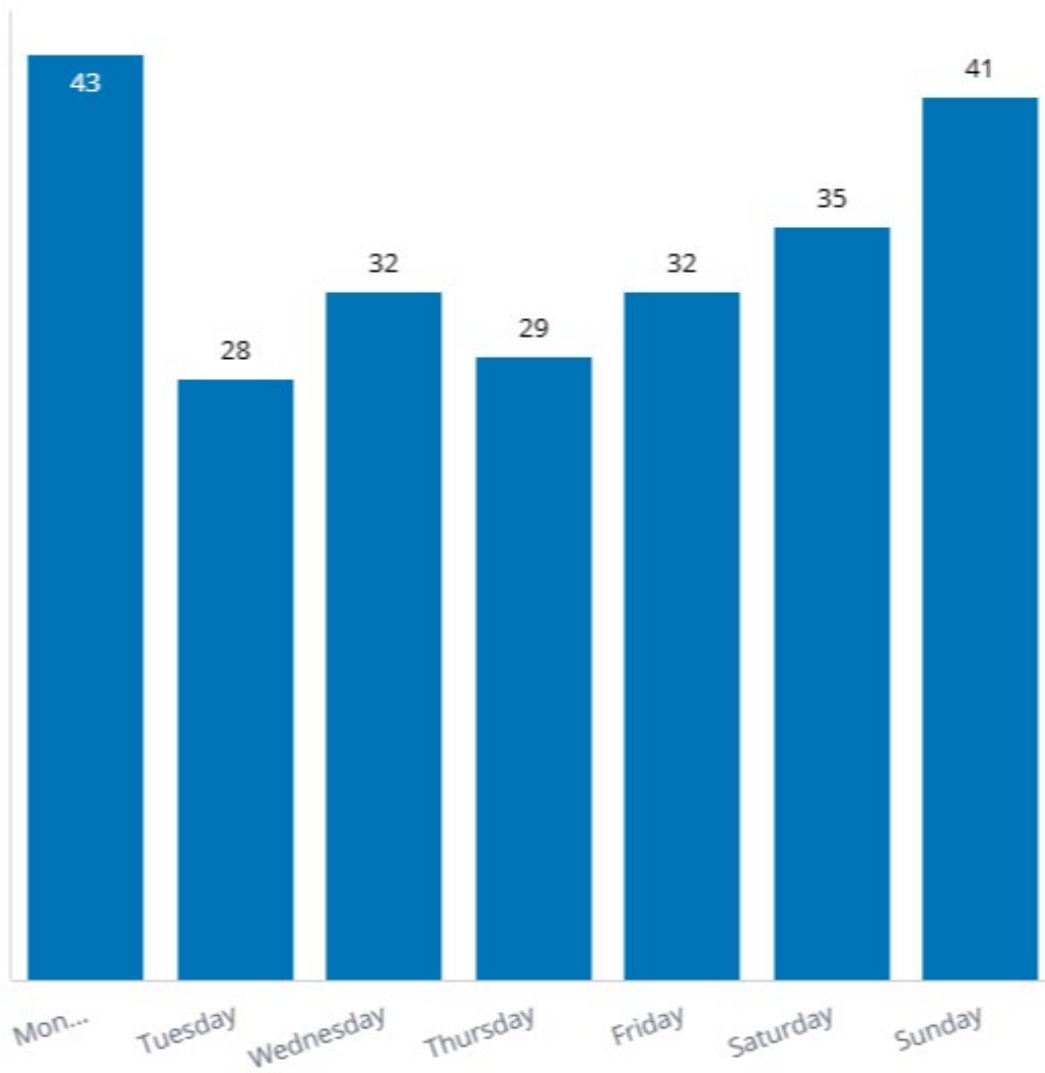
Count of Incidents

**240**

Incident Count by Month (This Year)



Incident Count by Day of Week



## Count of Fire Incidents

