



# FRONT RANGE FIRE RESCUE

**BOARD OF DIRECTORS MEETING AGENDA**  
 100 Telep Ave., Johnstown, CO 80534  
 Tuesday, March 10, 2020  
 6:00 PM

*COURAGE ★ COMPASSION ★ PROFESSIONALISM*

Individuals who wish to make comments regarding items scheduled on the agenda or wish to address the Board on items not specifically scheduled on the agenda must first be recognized by the Board Chair or Vice Chair. The Chair will allow three minutes or less, depending on the number of speakers, for each individual.

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PUBLIC COMMENT**
- 4. CONSENT AGENDA**
  - a) February 11, 2020 Minutes
  - b) Approval / Additions / Modifications to Agenda
  - c) February Bills
- 5. STAFF REPORTS**
  - a) Admin/Financial
  - b) Life Safety
  - c) Operations
  - d) Fire Chief
- 6. OLD BUSINESS**
  - a) Milliken IGA
  - b) Board By-Laws
  - c) Remodel update station 2
- 7. NEW BUSINESS**
  - a)
  - b)
  - c)
  - d)
- 8. BOARD REPORTS**
- 9. CORRESPONDENCE**
- 10. ADJOURNMENT**

**CONSENT AGENDA ITEM – A**

FRONT RANGE FIRE RESCUE  
BOARD OF DIRECTORS MEETING  
100 Telep Ave., Johnstown, CO 80534  
Tuesday, February 11, 2020 at 18:30 or following Pension Board Meeting

Director Rutt called the FRFR BoDs Meeting together at 18:16. Roll call: Darrin Rutt, Jim Young, Greg Freehling, Reid Hobler, and Blair Howe. Those also in attendance are Chief West, Chief Covillo, Chief Drage, and Vanessa Thorpe.

PLEDGE OF ALLEGIANCE: Said previously at Pension BoDs Meeting.

PUBLIC COMMENT: N/A.

CONSENT AGENDA: Hobler moves to pass the consent agenda. Howe seconds. Roll call: Rutt, yes; Young, yes; Freehling, yes; Hobler, yes; and Howe, yes. Motion passes.

STAFF REPORTS: Chief West presents Christine's report as she is attending a conference.

ADMINISTRATION/FINANCIAL: The month of January has been busy with setting up the accounting year, election preparation, and training with new policies.

Financial Update: We have simplified the YTD financial report. January is a bit deceiving, the property tax has not come in yet, and we are paying for services up front in some cases. The YTD financial report is in the Google Folder.

Election Update: The call for nominations was printed on January 30th, in the Johnstown Breeze. In the spirit of transparency, we also posted the information on our website. At this time, we do have enough nominations to continue the election process.

LIFE SAFETY: Chief Drage included graphs showing comparisons. He provided comparisons of public outreach compared to last year as well. He mentioned that has been communicating with the Town of Johnstown and they are nervous with all of the growth coming our way.

Pre-Plan Program: The engine company pre-fire planning program is back. Inspector Nakata re-vamped the program and rolled out training to all companies last month. It kicked off Feb 1st and each company has no more than 2 or 3 assignments each month. This will be a very valuable training tool to improve firefighter safety.

Health and Wellness Program: We had a focus group meeting on Jan 16th to discuss the new program and develop a plan for implementation. Drage is currently working on preparing FRFR to join the State's Cancer Trust and Heart Trust, to provide improved coverage for our members.

Development Reviews: So far in 2020, new development submittals have been relatively slow. However, things are starting to pick up in Johnstown, with several new developments receiving final approval from Town Council. The Town is expecting to see a dramatic increase in building construction in the near future.

Code Adoption: The Town of Johnstown approved the new municipal code adopting the 2018 IFC for implementation on Feb 1st. Drage is still working with Milliken to get the 2018 IFC in place.

Internship Program: Justin Barleen began a 300-hour internship with us on Jan 21st. He will be working with each of our various program managers to draft a 2019 annual program appraisal and report. These will become very important documents to us as we move forward in the accreditation process. He's also starting a few other documents that will help us in that process.

**OPERATIONS:****Apparatus & Facilities**

- We are expecting to take delivery of the new brush truck by the end of February. SVI has had delays in receiving the front bumper. We will keep the BOD posted of the delivery.
- The Tender we have for sale has had no activity. Would the board be opposed if we drop the price to \$20,000.00? BC Werness and Covillo have also considered offering the tender up for donation to another fire agency that may need one. Covillo brings this option up for consideration.
- The remodel at Station 2 is going great. We have had to make some modifications to the kitchen layout to ensure we have sufficient cabinet storage space. We have also added an island in the kitchen. We think the new arrangement will be great for the crews. Phase 2 is complete and we have moved into the east bedrooms.
- The remodel at Station 3 will be completed this week. We are working with UCH EMS to get 2923 into service fulltime.
- Covillo has met with Allen Dye of Metco regarding the use of our vacant property at Gateway.

Staffing: BC Kronholm and the other BCs are working on developing a timeline and hiring process. We anticipate hiring a new member in mid-July and have them start the academy in the latter part of August.

#### Operations:

- 2019 was the first year that we ran data on response times. At the end of August of 2019, our 90th Percentile was 8.46 minutes for incidents within the Town of Johnstown. Our crews were successful in bettering the 90th Percentile to 8.29 minutes. The 90th Percentile within the Town of Milliken at the end of August was 6.30 minutes; although we slid down slightly, we ended the year with the 90th Percentile at 6.43 minutes. Overall, we are providing a terrific response to times to all incidents within both towns.
- The first month of 2020 responses has remained consistent with January 2019.
- In February, we will be meeting with GFD to dialogue further joint cooperative efforts concerning Hazard Material Response.

#### Training:

- Chief and Covillo have concluded the training of staff on managing the mayday. The crews will be attending a task level training with PGFPD in February.
- BC Kronholm recently assisted the State Training Group with a Fire Officer II class in Grand Junction.
- UCH EMS has a dedicated EMS instructor. We have modified our training calendar to accommodate the Trainer's schedule.

Discussion Item #1: We have had minimal interest in the 1991 GMC Tender we have for sale through Brindlee Mountain. Our current asking price for the apparatus is \$25,000.00.

The current asset in question has not been utilized in response for several years. The current asking price is not attracting interest. Any income received from the sale will be adding a minimal addition to the Capital Reserves. In consideration of donating, the apparatus will build collaborative equity with the agency who can benefit from the Tender.

Staff Recommendation And Action Proposed: Staff recommends lowering the price of the Tender to \$20,000.00. Also advertise the tender for donation on the State Fire Chiefs and Missouri Valley Dispatch website. We may also consider a donation to the Front Range Fire Consortium as a possible full or partial fee waiver.

Howe asks how much the fee is for the FRFC Consortium. Covillo states it is \$10,000 per year. If we were to donate, the fee would be prorated. Howe asks about two years. Covillo states that he can always ask. Howe asks if the portable pump still works. Covillo believes that it does. Howe feels it would be a good asset to the FRFC Consortium.

Covillo asks if the BoDs would want to go to the FRFC Consortium with the 1991 GMC Tender as a donation and ask for a proration. Young would like the FRFC Consortium explained. Covillo reports that the FRFC consortium is made up of 10+ agencies along the Front Range area. He explains it is a training consortium. We get benefits from putting our folks in the academy. There are trade-offs with this membership—if we send people to instruct, we get money back.

Chief Mirowski did the Leadership Journeys 1 and 2. It opens up guaranteed seats to us. It brings us together with our Northern Colorado Partners. Covillo states it also brings credibility in and online and fine tunes the task level skills for firefighters to get them fully online. The other benefits of the FRFC Consortium are it gets them FF1 and can get them FF2 as well as Hazmat Operations, DOU prior to ice rescue, car seat, etc. The first-year requirements are handled with the first six months of being with the agency.

West states that one of the benefits speaks to the hard cost of the membership cost compared to the soft cost. Each time we have to take them off the rig to get certified if we do it ourselves, versus the soft cost of the membership, it is a significant training benefit. West states the networking is huge and a great bond. Many of these agencies respond together.

Young asks if the 1991 GMC Tender is in decent shape. Covillo reports it has just over 10,000 miles. The crews have done all of the truck checks.

The Board of Directors all agree this is administrations discretion and should do as they see fit.

Discussion Item #2: FRFR has been approached by Metco Landscape to use the vacant land at Gateway for an employee parking lot. Staff informed the BOD in December. Covillo has met with Allen Dye of Metco and dialogued some possible options.

Financial Or Economic Impacts: No cost landscape spring and fall clean up, and irrigation start-up and winterization services. The saving will be minimal although allow our crews to focus on training, response, and public programs. Metco is offering to pay a monthly rent on the property, which can off-set snow removal costs for the District during the winter months.

Staff Recommendation And Action Proposed: Staff recommends for the BOD to direct staff to continue to negotiate and pursue a contractual agreement between the District and Metco Landscape. Direct Staff to work with Legal Counsel to develop an agreement that Metco will pay a monthly fee of \$500.00 a month for 12 months (\$6,000 annually) for the use of the vacant property and include a spring and fall cleanup of all three stations, also to include the start-up and winterization of the irrigation systems at all stations.

Young asks about surplus for plowing equipment. Covillo states we will retain the truck and plow for state use and for when situational circumstances arise.

Young moves to direct administrative staff to work continue to negotiate and pursue a contractual agreement between the district and Metco Landscape as well as work with Legal Counsel to develop an agreement that Metco will pay a monthly fee of \$500.00 a month for 12 months (\$6,000 annually) for the use of the vacant property and include a spring and fall cleanup of all three stations to also include the start-up and winterization of the irrigation systems. Hobler seconds. Roll call: Rutt, yes; Young, yes; Freehling, yes; Hobler, yes; and Howe, yes. Motion passes.

FIRE CHIEF: The last month has been extremely productive as we begin work on several large projects that West has been telling the BoDs. We have started talks with the Front Range Fire Consortium to be our designated recruit fire academy. West has met with several external stakeholders to build new and strengthen old relationships, and we have been invited to participate in several regional and statewide programs. Our goal of extending the reach of FRFR is starting to move along. Additionally, the federal government has finally opened the AFG grant process and we have filed for a large grant for SCBA. Lastly, staff has begun the initial stages of updating critical documents such as job descriptions, policies, and our Board of Director bylaws.

### Highlights

- Attended a steering committee meeting for the State's Fire Officer 3 program
- Represented FRFR with Chiefs Drage and Covillo at Chief Mark Quick's retirement from the CDFS
- Met with Chief Randy Leshner of TVEMS to discuss relationship building. With our new areas near 402, we likely will be operating more frequently with TVEMS

- Attended the funeral of Lezlie Klaas. West appreciates the good showing from FRFR members as we supported the Klaas family and LFRA
  - Young interjects and asks Chief West if he receives Special District Mail about grant writing. He thanks Young and replies that he does. Rutt would like to thank Chief West and Staff for attending Lezlie Klaas' funeral.
  - West states we will be attending West Metro's Services next Monday.
  - Chief West thanks staff for attending South Metro Funeral Services as well. He appreciates the support. He states that using occasions are an opportunity to share with our younger firefighters how important these programs are.
  - Chief West attended the State Chief's Meeting today. There is a current bill at the state to increase employer funding for FPPA. Employees are bumping up a half of a percent per year over an eight year period. They are at 10%. It will go from 8% to 12%. After this, there will be a 1% in year nine. This will help with cost of living increases. It is expected to be voted on in the next two months. It is a cost to us. It helps keep FPPA solvent. It is one of the most secure and solvent in the nation, even compared to PERRA. It is very actuarial sound. They did speak about de-gallagherization. Residentially it will go down to 7.1%. FRFR has de-gallagherized, so we are in good shape with this.
- Taught 3-4 hour sessions with Chief Covillo in Managing the Mayday. Several other departments attended the training
- Taught strategy and tactics at a regional course in Golden.
- Met Milliken Town Manager (see old business)
- Met with Johnstown Town Manager
- Met with Berthoud Fire Chief to discuss strengthening relationships in response and training
- Met with LFRA Chief to discuss inclusion of a property into FRFR's district (see discussion item)
- Participated in the Colorado Fire Chief's Association's planning process for the annual State conference

Discussion Item #1 : Inclusion/Exclusion Property: This month, I met with Chief Miller (LFRA) to discuss our including a piece of property that is currently in LFRA's district into FRFR's district. The property is surrounded on three sides by the Ridge property and is outside of the Town limits. Chief Drage will be contacting the land owner to see if they are agreeable to this inclusion. A map of this property is included in your packet.

FRFR's IGA is on the Milliken Agenda for 2/12/2020. We are told that the Impact Fee IGA will be on their agenda for 2/26/2020

In 1986, the town signed an agreement with the then Milliken Fire Protection District. Since that time, the agreement does not appear to have been updated. Since the creation of FRFR leaves the Milliken IGA defunct, we have written an updated agreement (and its accompanying Impact Fee IGA) that has been adopted by the Johnstown. We are hopeful that Milliken will soon adopt this agreement. Recent discussions with the town have led us to feel that they may be reluctant to agree to impact fees in the town. As you know, growth paying for itself and the infrastructure within FRFR has been stated as an important talking point in the recent past. We feel that it is right to request such fees to ensure that we can keep up with the added call volume that growth brings.

Our IGA (and specifically our Impact Fee IGA) will have long term effects on FRFR's capital funds and our ability to continue to provide the level of service the Town expects.

The final IGA with the Town is in the Google Folder.

#### OLD BUSINESS:

Milliken IGA: West states tomorrow evening we are on the agenda for the IGA. We are hoping for the IGA to be approved at the Milliken Town Meeting. The Impact Fee is on the agenda for February 26<sup>th</sup>. Chief West asks if any of the BoDs could be at the meeting for support. There is no cost to the current citizens of Milliken. It is just growth paying for growth. West is very optimistic.

Hobler asks how different is Milliken's IGA compared to Johnstown's. West states barely different, very minor. The vast majority is wording. The biggest hang-up a couple months ago was the 502 Provision/Inclusion/Exclusion. Our

attorney educated the town's attorney on this matter as it was all new to him. Rutt thanks administration for their hard work.

BOARD REPORTS: Young did not get up to Estes to speak with the antique dealer regarding the antique truck as the weather turned bad. He will the next time around.

West states regarding the antiques, he had good conversations at the weekly breakfast with the local chiefs. Windsor has a museum. LFRA funds theirs. The door is open on how we can utilize our community risk reduction, fire prevention, etc. There are some avenues and some grants to look at how to utilize this.

Young states he really wants to pursue the Estes guy.

CORRESPONDENCE: In the Google Folder.

Rutt thanks everyone. Young states we have outstanding people.

ADJOURNMENT: Rutt moves to adjourn at 18:56. Hobler seconds. Roll call: All "aye." Meeting adjourned at 18:56.

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**CONSENT AGENDA - ITEM B**  
**Approval / Additions / Modifications to Agenda**

**CONSENT AGENDA – ITEM C****February Monthly Bills by GL Code 2/29/2020**

<b>Date</b>	<b>Vendor</b>	<b>Detail</b>		<b>GL- Total</b>	<b>GL -Description</b>
2/17/2020	Lyons Gaddis		\$1,931.00		5205-Legal
		<b>TOTAL</b>		<b>\$1,931.00</b>	
2/3/2020	FNB	Fee	\$35.00		5230- Bank Charges
		<b>TOTAL</b>		<b>\$35.00</b>	
2/17/2020	Pinnacol Assurance	Workers Comp	\$8,492.00		5280-Worker Comp
		<b>TOTAL</b>		<b>\$8,492.00</b>	
2/10/2020	VFIS	Premium	\$2,607.00		5290-VFIS Ins
		<b>TOTAL</b>		<b>\$2,607.00</b>	
2/17/2020	CCNC	Dues	\$100.00		5295- Professional Dues
		<b>TOTAL</b>		<b>\$100.00</b>	
2/3/2020	Earle's	Funeral flowers	\$175.00		5298-Command-Chief
2/3/2020	L	Election class	\$68.59		
		<b>TOTAL</b>		<b>\$218,039.09</b>	
2/11/2020	FRFR	Payroll	\$92,035.76		6000-Payroll
2/25/2020	FRFR	Payroll	\$82,339.93		
		<b>TOTAL</b>		<b>\$174,375.69</b>	
2/1/2020	PSHCG	Health Insurance	\$27,354.59		6260- Health Insurance
2/4/2020	Metlife	Dental /Vision	\$2,489.19		
2/4/2020	Humana	Life Insurance	\$332.40		
2/14/2020	Aflac	Paid by Employees	\$1,206.54		
		<b>TOTAL</b>		<b>\$31,382.72</b>	
2/3/2020	Pelican Jo's	Meeting	\$88.46		6320- Meal Stipend
2/10/2020	Hays Market		\$455.83		
		<b>TOTAL</b>		<b>\$544.29</b>	
2/3/2020	Dykeman	Trophy	\$10.00		6330- Annual Banquet
		<b>TOTAL</b>		<b>\$10.00</b>	
2/10/2020	CSU	Annual Evaluation	\$240.00		6410-Occupational Health
		<b>TOTAL</b>		<b>\$240.00</b>	
2/10/2020	Johnstown Breeze	Public Notice	\$189.53		6450-Advertising
		<b>TOTAL</b>		<b>\$189.53</b>	
2/17/2020	Altitude Integration		\$2,406.75		6700- IT
		<b>TOTAL</b>		<b>\$2,406.75</b>	
2/3/2020	Fitness Repair Parts		\$53.67		6840-Fit. Equip. Maint.
2/17/2020	Amazon	Equipment	\$677.98		
		<b>TOTAL</b>		<b>\$731.65</b>	
2/10/2020	First Responder	Peer Support	\$1,200.00		6850-Peer Support
		<b>TOTAL</b>		<b>\$1,200.00</b>	
2/19/2020	Sumner Auto Repair		\$300.25		7002- 2014 Pierce 2901
2/19/2020	Front Range Fire Apparatus		\$99.32		
		<b>TOTAL</b>		<b>\$399.57</b>	

Date	Vendor	Detail	GL- Total	GL -Description
2/10/2020	Sumner	\$479.50		7004- 2004 Pierce Engine
		<b>TOTAL</b>	<b>\$715.79</b>	
2/19/2020	Sumner Auto Repair		\$658.80	7221-Dodge Frazier
		<b>TOTAL</b>	<b>\$658.80</b>	
2/19/2020	Super Vac Mfg.		\$200.00	7224- 2013 Dodge Frazier
		<b>TOTAL</b>	<b>\$200.00</b>	
2/17/2020	Napa		\$35.77	7331-2013 Dodge
		<b>TOTAL</b>	<b>\$35.77</b>	
2/10/2020	Sumner Auto Repair		\$240.50	7560-2013 Chevy Sub
2/17/2020	Napa		\$19.77	
		<b>TOTAL</b>	<b>\$260.27</b>	
2/19/2020	Sumner Auto Repair		\$49.05	7561-2016 Ford Explorer
		<b>TOTAL</b>	<b>\$49.05</b>	
2/17/2020	Napa		\$33.82	7563-2018 Truck
		<b>TOTAL</b>	<b>\$33.82</b>	
2/17/2020	Napa		\$3.99	7630-Oil/Fluids/DEF
		<b>TOTAL</b>	<b>\$3.99</b>	
2/3/2020	Worldwide Janitor		\$18.18	7730-Hose/App/Nozzles
2/19/2020	L.N Curtis		\$58.70	
		<b>TOTAL</b>	<b>\$76.88</b>	
2/17/2020	Ace Hardware		\$41.38	7750-Hand Tools
		<b>TOTAL</b>	<b>\$41.38</b>	
2/5/2020	WEX	Fuel	\$2,987.27	8100-Fuel
2/3/2020	Shell/7-11	Fuel	\$25.84	
		<b>TOTAL</b>	<b>\$3,013.11</b>	
2/3/2020	Sams	Pictures	\$25.44	8210-Office Supplies
2/3/2020	Target	Office supplies	\$39.48	
2/3/2020	Skylum	Software	\$58.18	
2/3/2020	Adobe	Software	\$14.99	
2/3/2020	Reporter Herald	Subscription	\$11.85	
2/17/2020	Amazon		\$97.14	
		<b>TOTAL</b>	<b>\$247.08</b>	
2/17/2020	Amazon		\$47.57	8220-Computers
		<b>TOTAL</b>	<b>\$47.57</b>	
2/3/2020	USPS	Postage	\$55.00	8230-Postage
		<b>TOTAL</b>	<b>\$55.00</b>	
2/17/2020	Xerox	Station 1 copier	\$198.41	8240-Copiers
2/17/2020	Xerox	Station 2 copier	\$248.38	
2/17/2020	Xerox	Station 2 copier - Supplies	\$135.00	
		<b>TOTAL</b>	<b>\$581.79</b>	
2/19/2020	ADM		\$295.00	8250-Paper
		<b>Total</b>	<b>\$295.00</b>	

Date	Vendor	Detail	GL- Total	GL -Description
2/17/2020	Amazon	Water	\$899.50	8310-Water
<b>TOTAL</b>			<b>\$899.50</b>	
2/17/2020	Ace Hardware		\$17.36	8320-HVAC
<b>TOTAL</b>			<b>\$17.36</b>	
2/12/2020	Lutey's Landscape	Snow Removal- 2/4/20	\$265.00	8340-Lawn/Snow Remov.
2/12/2020	Lutey's Landscape	Snow Removal- 2/7/20	\$265.00	
2/19/2020	Lutey's Landscape	Snow Removal- 2/12-2/13	\$275.00	
<b>TOTAL</b>			<b>\$805.00</b>	
2/17/2020	Ace Hardware		\$6.99	8370-Light Bulbs
<b>TOTAL</b>			<b>\$6.99</b>	
2/17/2020	Ace Hardware		\$55.55	8390-Station Supp.- Other
2/17/2020	Amazon		\$52.00	
<b>TOTAL</b>			<b>\$107.55</b>	
2/10/2020	Weld County	Annual Maintenance	\$12,200.00	8410-Radios
<b>TOTAL</b>			<b>\$12,200.00</b>	
2/3/2020	Verizon	Cell Phones	\$83.68	8420-Cell Phone
2/10/2020	Verizon	Cell Phones	\$566.79	
<b>TOTAL</b>			<b>\$650.47</b>	
2/24/2020	Active 911		\$762.50	8430-Active 911
<b>TOTAL</b>			<b>\$762.50</b>	
2/10/2020	Weld County	Dispatch Services	\$57,268.00	8470-Dispatch Fee's
<b>TOTAL</b>			<b>\$57,268.00</b>	
2/10/2020	Town of Johnstown	Station 1 water	\$114.93	8510-Utilities ST 1
2/10/2020	Orkin	Pest Control St 1	\$112.27	
2/17/2020	Waste Mgmt		\$39.35	
2/17/2020	Xcel		\$1,138.95	
2/24/2020	TDS	Internet, cable	\$172.98	
<b>TOTAL</b>			<b>\$1,578.48</b>	
2/10/2020	Xcel	Generator	\$44.34	8520-Utilities ST 2
2/10/2020	Orkin	Pest Control St 2	\$105.42	
2/10/2020	Xcel		\$1,216.18	
2/17/2020	Waste Mgmt		\$439.31	
2/24/2020	Town of Milliken	Station 2 water	\$290.97	
2/24/2020	TDS	Internet, cable	\$172.88	
<b>TOTAL</b>			<b>\$2,269.10</b>	
2/10/2020	Xcel		\$62.02	8530-Utilities ST 3
2/17/2020	City of Evans	Water/Sewer	\$82.83	
2/17/2020	Waste Mgmt		\$96.02	
2/24/2020	Atmos Energy		\$167.21	
<b>TOTAL</b>			<b>\$408.08</b>	
2/24/2020	Poudre Valley REA		\$36.80	8540-Gateway Utilities
<b>TOTAL</b>			<b>\$36.80</b>	

Date	Vendor	Detail	GL- Total	GL -Description
2/12/2020	Crexendo		\$705.43	8550-Phones
		<b>TOTAL</b>	<b>\$705.43</b>	
2/3/2020	Ajuua's	Final crew dinner/meeting	\$154.16	9105-Mtg/Incident/Training
2/3/2020	Panera	Meeting	\$9.04	
		<b>TOTAL</b>	<b>\$163.20</b>	
2/3/2020	AED Superstore	AED and accessories	\$1,607.40	9130-EMS
		<b>TOTAL</b>	<b>\$1,607.40</b>	
2/3/2020	Teleconference	Subscription	\$158.00	9140-Training Supplies
		<b>TOTAL</b>	<b>\$158.00</b>	
2/3/2020	Safe Kids	Car Seat Tech Certification	\$95.00	9150-Outside Training Schools
2/3/2020	Colo Wild Fire	S-131 class	\$150.00	
2/3/2020	Dive Rescue Int'l	Ice rescue class	\$425.00	
		<b>TOTAL</b>	<b>\$670.00</b>	
2/10/2020	CO Division of Fire Prevention		\$30.00	9160-Certifications
2/3/2020	Endeavor Business	Station Design Conference	\$650.00	
2/17/2020	Dive Rescue Int'l		\$60.00	
2/24/2020	CO Division of Fire Prevention		\$30.00	
		<b>TOTAL</b>	<b>\$770.00</b>	
2/3/2020	Holiday Inn	Lodging, Wildland class	\$106.00	9170-Travel expense
2/3/2020	Southwest	Airfare, FLSA class	\$253.68	
2/3/2020	Holiday Inn	1 night, Lodging, S-131 clas	\$105.73	
2/3/2020	Embassy Suites	4 nights, Lodging, S-260 cla	\$436.00	
2/17/2020	E-470	Toll	\$143.85	
2/24/2020	Per Diem	FLSA	\$297.00	
2/24/2020	Mileage	Training Class	\$30.67	
		<b>TOTAL</b>	<b>\$1,372.93</b>	
2/10/2020	Bound Tree		\$2.62	9200-EMS Supplies
2/17/2020	Zoll Medical		\$172.80	
2/24/2020	Bound Tree		\$316.98	
		<b>TOTAL</b>	<b>\$492.40</b>	
2/10/2020	ROI		\$457.95	9310-Bunker Gear/Helmets
2/24/2020	Firemans Chore	Crew jackets	\$2,490.80	
		<b>TOTAL</b>	<b>\$2,948.75</b>	
2/3/2020	ICC	Annual Membership	\$55.00	9420-Training
		<b>TOTAL</b>	<b>\$55.00</b>	
2/3/2020	FMAC	IFC Prep Class	\$150.00	9430-Training
		<b>TOTAL</b>	<b>\$150.00</b>	
2/17/2020	Dive Rescue Int'l		\$10.12	9610-SORT
		<b>TOTAL</b>	<b>\$10.12</b>	
<b>General Fund February Total</b>			<b>\$535,112.65</b>	

Date	Vendor	Detail		GL- Total	GL -Description
<b>CAPITAL ACCOUNT</b>					
	H3 Construction	Drawings for permit			5045-Land Purchase/Station
	H3 Construction	Remodel			Improvements/Remodel
	Kenney Lee				
		<b>TOTAL</b>		<b>\$131,571.31</b>	<b>\$179,356.08</b>
	Altitude Integrations	Computers and accessories			5070-Computers
		<b>TOTAL</b>		<b>32,037.64</b>	<b>32,037.64</b>
					5075- Gym equipment
		<b>TOTAL</b>		<b>446.98</b>	<b>\$446.98</b>
	H3 Construction	Remodel			5390- Station 3 Remodel
		<b>TOTAL</b>			<b>\$0.00</b>
3/5/2020	Amazon	Armoire/bed frame			5505- ST 2 Furnishings
		<b>TOTAL</b>		<b>\$1,047.80</b>	<b>\$1,047.80</b>
		<b>Capital Fund March Total</b>		<b>\$165,103.73</b>	<b>\$212,888.50</b>



## DIRECTOR OF ADMINISTRATION BOARD REPORT March 10, 2020

### **EXECUTIVE SUMMARY**

February emphasis has been on Election, Audit, and preparing the Board Bylaws.

### **DISCUSSION ITEM #1: Financial Update**

February numbers are attached. We are expecting to see the tax income around March 12. I spoke with our FNB representative February 27<sup>th</sup> regarding the ICS accounts (formally Goldman Sachs), regarding the interest rates on the 2 accounts. She said the accounts would be calculated differently than the Goldman accounts, the ICS accounts are the Effective Funds Rate - .20%, which as of the end of February are still higher than the Goldman rate. Please see the YTD financial report attached

### **ASSOCIATED STRATEGIC GOALS**

#### **FINANCIAL**

**GOAL 3** We will value our entrusted physical resources through preventative maintenance, collaborative forecasting, and data-based planning.

**OBJECTIVE 3A** Maintain a healthy financial reserve and continue to be transparent with the annual budget, in accordance with adopted policies Maintain a healthy financial reserve and continue to be transparent with the annual budget, in accordance with adopted policies

### **FINANCIAL OR ECONOMIC IMPACTS**

*Accurate financial reporting allows the Board to be responsible stewards over the district financial resources.*

### **STAFF RECCOMENDATION AND ACTION PROPOSED**

Information only.

### **DISCUSSION ITEM #2: First National Bank CD X1250**

FRFR has a CD with FNB that will mature on April 2, 2020. The CD is valued at \$1,428.76.

### **ASSOCIATED STRATEGIC GOALS**

#### **FINANCIAL**

**GOAL 3** We will value our entrusted physical resources through preventative maintenance, collaborative forecasting, and data-based planning.

**OBJECTIVE 3A** Maintain a healthy financial reserve and continue to be transparent with the annual budget, in accordance with adopted policies Maintain a healthy financial reserve and continue to be transparent with the annual budget, in accordance with adopted policies

### **FINANCIAL OR ECONOMIC IMPACTS**

*As financial stewards of FRFR's funds, we need to invest our funds in a prudent manner.*

### **STAFF RECCOMENDATION AND ACTION PROPOSED**

The staff recommends moving the CD to our Colorado Trust account. The funds will then earn interest and also be accessible anytime we may want to use them.

**ACTION PROPOSED**

We are asking the board to direct staff to close the cd once it matures and move to the Colorado trust fund.

**DISCUSSION ITEM #3 Election Update**

The Certification of Ballot has been sent to Larimer and Weld Counties. We have begun to contact election judges and will be ordering election materials next week.

**NO ACTION or DISCUSSION REQUIRED**



## YTD 2020 GENERAL FUND

2/29/2020

	Current Month Actual	Year to Date Actual	%	Year to Date Budget
<b>Revenues</b>				
Interest Revenue	6,485.07	18,113.81	0.30	60,000.00
Property Tax-Weld County	32,577.50	32,577.50	0.01	5,674,653.00
Property Tax -Larimer County	-	-	-	85,358.58
Specific Own Tax Larimer Count	577.21	577.21	0.10	5,548.31
Specific Ownership Tax- Weld	25,951.72	55,575.39	0.15	368,852.45
Specific Ownership BOND 2024	-	-	-	11,900.94
Property Tax Bond 2024	-	-	-	238,018.88
E.M.S Mileage Reimbursement	-	-	-	24,000.00
State Matching Vol Pen. JFPD	-	-	-	21,899.00
State Matching Vol Pen. MFPD	-	-	-	24,031.00
Insurance Reimbursement	-	-	-	5,000.00
Donations/Misc. Revenue	-	45.50	0.05	1,000.00
Plans Review / Permits	-	-	-	17,500.00
FEMA FF Assistance Grant	100.00	2,475.00	0.07	35,000.00
Grants	-	13,365.94	-	-
Wildland Reimbursement	-	-	-	5,000.00
SORT Reimbursement	-	-	-	1,500.00
Proceeds fm Sale of Net Assets	-	-	-	1,000.00
<b>Total Revenues</b>	<b>65,691.50</b>	<b>122,730.35</b>	<b>0.02</b>	<b>6,580,262.16</b>
<b>Expenses</b>				
FINANCIAL	14,708.97	48,254.47	13.43%	359,300.00
PERSONNEL	209,709.21	415,204.44	14.71%	2,821,869.00
EMPLOYER CONTRIBUTIONS	55,609.52	134,126.78	18.46%	726,637.00
EMPLOYEE INCENTIVES	9,426.38	18,138.72	12.26%	147,900.00
RECRUITMENT/ HIRING/ RETENTION	-	14.99	0.07%	21,750.00
INFORMATION TECHNOLOGY	2,406.75	4,813.50	7.83%	61,500.00
HEALTH & WELLNESS	1,931.65	1,941.14	5.81%	33,400.00
APPARATUS	2,353.07	2,402.07	2.68%	89,550.00
GENERAL APPARATUS	3.99	3.99	0.06%	6,800.00
SMALL EQUIPMENT	118.26	118.26	1.12%	10,550.00
FUEL/OIL	3,013.11	6,617.23	14.70%	45,000.00
OFFICE SUPPLIES	3,013.52	3,426.43	23.63%	14,500.00
STATION SUPPLIES	1,836.40	3,042.18	6.84%	44,500.00
COMMUNICATIONS	13,687.97	70,955.97	77.63%	91,400.00
UTILITIES	4,997.89	7,303.99	8.80%	83,000.00
SCBA	-	-	0.00%	14,550.00
TRAINING	10,170.17	10,991.63	19.98%	55,000.00
EMS	492.40	510.24	5.10%	10,000.00
QUARTERMASTER	2,918.75	3,083.73	5.41%	57,000.00
LIFE SAFETY	205.00	457.00	2.91%	15,700.00
SORT	10.12	583.41	14.59%	4,000.00
<b>TOTAL EXPENSES</b>	<b>336,613.13</b>	<b>732,108.43</b>	<b>15.53%</b>	<b>4,714,207.00</b>
<b>Excess Revenues Over Expenditures</b>	<b>(270,921.63)</b>	<b>(609,378.08)</b>		

## ACCOUNT BALANCES

### GENERAL FUND

PointsWest CD	X1092	270,456.36
PointsWest CD	X1283	278,329.42
36 month cd	X4126	158,714.70
18 Month CD	X1250	1,429.64
Biz Savings	X8320	170,339.93
FRFR Events		16,903.64
ICS(Goldman Sweep)	X8836	2,253,769.66
Colorado Trust	X8001	130,500.51
FNB MoneyMarket		1,048,191.09
		<b>4,328,634.95</b>

### CAPITAL ACCOUNTS

PointsWest CD	X1093	270,456.36
ICS (Golman Sweep)	X8828	1,850,822.33
Colorado Trust	X8002	102,813.08
		<b>2,224,091.77</b>

### PENSION ACCOUNTS

JFPD PENSION		2,171,996.39
MFPD PENSION		559,679.98

## CAPITAL PROJECTS FUND

<input type="checkbox"/>	Current Month Actual	Year to Date Actual	%	Year to Date Budget
<b>Capital Revenue</b>				
Transfer from general fund	-	-	-	1,002,526.00
Impact Fees	1,087.00	2,174.00	8.70%	25,000.00
Interest	5,100.83	8,447.20	33.79%	25,000.00
<b>TOTAL CAPITAL REVENUE</b>	<b>6,187.83</b>	<b>10,621.20</b>	<b>1.01%</b>	<b>1,052,526.00</b>
<b>Capital Expenses</b>				
SCBA Replacement	-		0.00%	460,000.00
Land Purchase / Station Improvements	131,571.31	179,356.08	79.71%	225,001.00
Equipment	-	-	0.00%	20,000.00
Gear Washer/Dryer	-	-	0.00%	18,000.00
Fitness Equipment	446.98	446.98	2.35%	19,000.00
Computers	32,037.64	32,037.64	160.19%	20,000.00
Station Alert Modifications	-	-	0.00%	7,000.00
E Hydraulic Tools	-	-	0.00%	40,000.00
Station 2 Furnishings	-	31,950.00	159.75%	20,000.00
Construction Loan Payments	815.05	3,775.10	75.50%	5,000.00
Station 2 Remodel Loan Payments	-	-	0.00%	67,164.00
Contingency	-	-	0.00%	40,000.00
Treasurer's Fees	-	-	0.00%	14,998.00
Impact Fee Reserve	-	-	0.00%	25,000.00
<b>Total Capital Expense</b>	<b>164,870.98</b>	<b>247,565.80</b>	<b>25.23%</b>	<b>981,163.00</b>
<b>Excess Revenues Over Expenditures</b>	<b>(158,683.15)</b>	<b>(236,944.60)</b>		



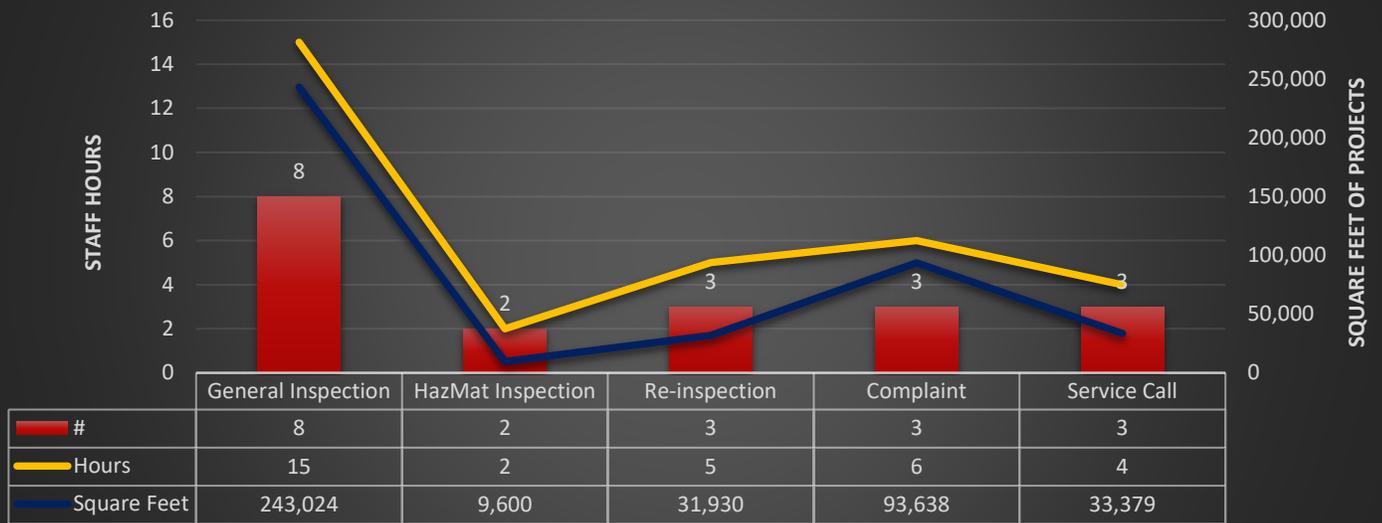
## LIFE SAFETY BUREAU BOARD REPORT March 10, 2020

		February 2020			February 2019		
INSPECTIONS	EXISTING CONSTRUCTION	#	Square Feet	Hours	#	Square Feet	Hours
	General Inspection	8	243,024	15	3	20,300	6
	HazMat Inspection	2	9,600	2	0	0	0
	Re-inspection	3	31,930	5	2	19,217	3
	Complaint	3	93,638	6	0	0	0
	Service Call	3	33,379	4	0	0	0
	NEW CONSTRUCTION	#	Square Feet	Hours	#	Square Feet	Hours
	Building Construction	0	0	0	0	0	0
	Fire Alarm System	1	8,850	2	0	0	0
	Fire Sprinkler System	0	0	0	0	0	0
	Kitchen Hood System	0	0	0	0	0	0
	HazMat Storage/Use	0	0	0	0	0	0
	PLAN REVIEWS	#	Square Feet	Hours	#	Square Feet	Hours
	New Developments	2	9,552,216	6	1	22,652	2
	Site Plans	4	3,713,539	6	0	0	0
Building Permits	1	8,850	1	7	93,520	30	
Fire Alarm Systems	0	0	0	1	35,855	12	
Fire Sprinkler Systems	0	0	0	2	113,367	12	
Kitchen Hood Systems	0	0	0	0	0	0	
HazMat Storage/Use	0	0	0	0	0	0	
Special Events	0	0	0	0	0	0	

### Plan Reviews - Feb 2020



## Existing Construction Inspections - Feb 2020



**Pre-Plan Program:** Inspector Nakata has been managing this program, which began with training in December and January. Engine companies started completing their assigned pre-plans on Feb 1<sup>st</sup> and appear to be making good progress so far.

**Inspection & HazMat Permit Programs:** These programs are continuing to build steam with Inspector Nakata's leadership. All of our schools are working to complete much needed repairs to various fire and life safety systems.

**Health and Wellness Program:** The peer fitness team is actively examining opportunities to improve the program, including a Yoga for First Responders class coming up next month. I am still working on preparing the documents needed for FRFR to join the State's Cancer Trust and Heart Trust. I hope to have documents for the Board to review at our April meeting.

**Code Adoption:** I'm still working with Milliken to get the 2018 IFC in place. They have a red-lined version of our proposed code amendments and we should be meeting with the Development Director in mid-March to review them, before going to a Board work session.

**Public Outreach:**

	Feb 2020	Feb 2019	2019 Total
Car Seat Service	2	4	28
Blood Pressure Checks	2	2	30
Station Tour/Apparatus Demo	5	0	19
Education Sessions	2	0	22
Other Outreach Efforts	3	0	29
<b>MONTHLY COUNT</b>	<b>14</b>	<b>6</b>	<b>132</b>
<b>MONTHLY HOURS</b>	<b>25</b>	<b>9</b>	<b>176</b>
<b>INDIVIDUAL CONTACTS</b>	<b>485</b>	<b>48</b>	<b>7972</b>

The Red Cross provided a second day of smoke detector and carbon monoxide outreach to the Hill n Park neighborhood on Feb 22<sup>nd</sup>. On this visit, they visited 31 homes and installed 61 smoke alarms and 7 CO detectors. They also reported a possible natural gas leak that was found during one of the home visits. They will be continuing their efforts in Hill n Park, and also helping us identify and visit other neighborhoods throughout the district to bring this same service to them.

**The Compliance Engine – Outputs:**

We have been using TCE since October 15<sup>th</sup> to monitor and track fire protection system maintenance throughout the district. The graph below provides a snapshot of activity to date.

**Reports Reviewed by Month**





## OPERATIONS REPORT BOARD REPORT MARCH 11, 2020

### EXECUTIVE SUMMARY

#### Apparatus & Facilities:

- We are expecting to take delivery of the new brush truck towards the end of March. SVI has the bumper, and it is on the truck. I have received some pictures, and they are in the March/Staff Report/Operations folder.
- We have decreased the price of tender 3 to \$20,000.00. FRFC was not interested in the apparatus. Per the Board's direction last month, if there are no reasonable offers by the beginning of April, we will advertise the tender available as a donation to a fire agency who is in need.
- The remodel is still on track. We hit a little snag with there is a concrete masonry coating on the interior brick walls. We are working with H3. old business
- LFRA and FRFR have been in talks to approach the design development of LFRA St 10 and FRFR St. 4. We are looking at the viability of having similar stations, yet the overall product may not look the same; they could have a common layout theme. The approach can allow for different training elements in the stations and allow for FRFR and LFRA crews to train together more often. We will continue to explore these options with a goal in mind in reducing costs.
- I have presented the recommendations to Metco that we discussed last month for the use of the vacant property at Gateway. I am awaiting a response from them.

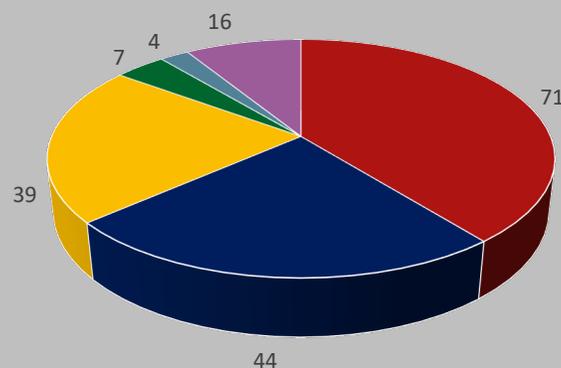
#### Staffing:

- Staffing has been stable. Christine is working on an online application that will allow convenience for those wishing to apply.

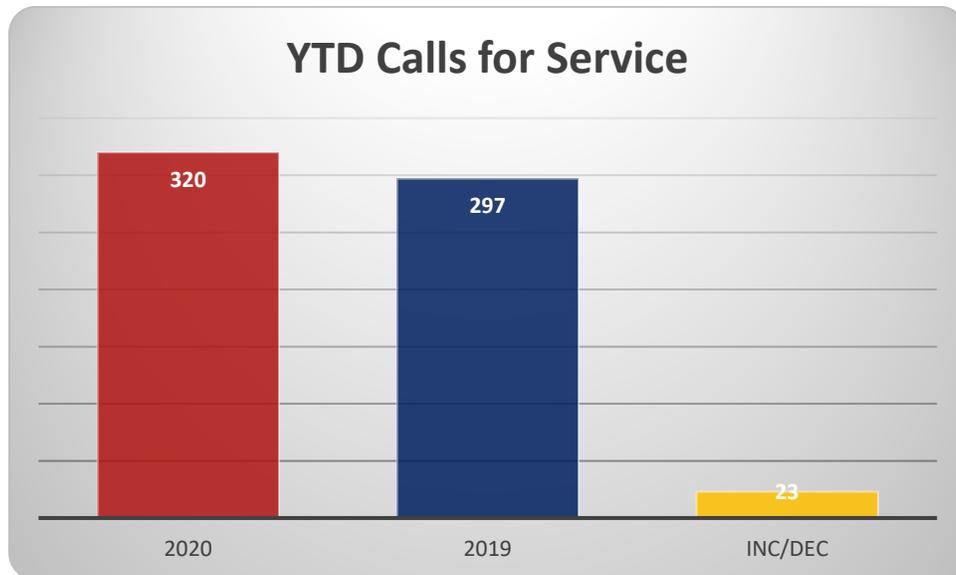
#### Operations:

- Calls for service have been up slightly in comparison to 2019. We are still early in the year, and as we all know, this can change next month.

2020 February



- |                                     |  |
|-------------------------------------|--|
| ■ Zone 1 - Zone 1- West of CR19     | ■ Zone 2 - Zone 2- CR19 to CR27 1/2      |
| ■ Zone 3 - Zone 3- East of CR27 1/2 | ■ Zone 4 - Zone 4- Windsor/EMS Calls     |
| ■ Zone 5 - Zone 5- EMS Transfers    | ■ Zone 6 - Zone 6- Auto/Mutual Aid Calls |

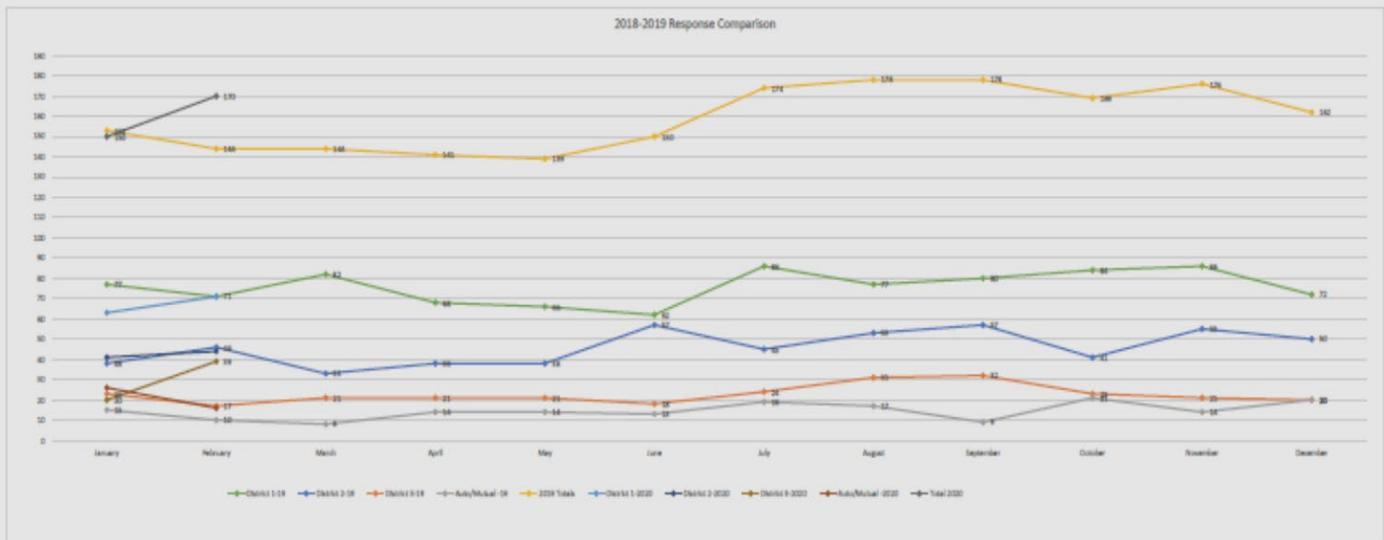


- A few weeks ago, I met with Chief Kuznik of GFD along with Chief Schuman of ACFR. Chief Schuman provided us with some great insight in respect to the formation of the Adams County regional HazMat Team in the early 80s, and they have moved to a local collaboration with Jefferson County agencies. The evaluation of a Weld County team is in the infancy stages. FRFR and GFD will continue a dialogue on how this will look.

#### Training:

- We had a joint meeting with LFRA, BFPD, WSFR, and FRFR to begin to look at training in a regionalized approach. The Training officers from all four districts will be meeting to have further conversations and to determine if we can make this work.
- The crews have completed the Mayday drills at PGFPD training grounds. The course was challenging, and all members did well. Some of our members were able to determine the individual skills they need to improve.

	2019					2020					Total 2020	% Diff	Increase	2018 Total YTD	2018 Calls Per day	2019 Est. YTD			
	District 1-19	District 2-19	District 3-19	Auto/Mutual -19	2019 Totals	District 1-2020	% Diff	District 2-2020	% Diff	District 3-2020							% Diff	Auto/Mutual -2020	% Diff
January	77	38	23	15	153	63	81.82%	41	107.89%	20	86.96%	26	173.33%	150	98.04%	7.19%	297	320	
February	71	46	17	10	144	71	100.00%	44	95.65%	39	229.41%	16	160.00%	170	118.06%				
March	82	33	21	8	144		0.00%		0.00%		0.00%		0.00%		0.00%				
April	68	38	21	14	141		0.00%		0.00%		0.00%		0.00%		0.00%				
May	66	38	21	14	139		0.00%		0.00%		0.00%		0.00%		0.00%				
June	62	57	18	13	150		0.00%		0.00%		0.00%		0.00%		0.00%				
July	86	45	24	19	174		0.00%		0.00%		0.00%		0.00%		0.00%				
August	77	53	31	17	178		0.00%		0.00%		0.00%		0.00%		0.00%				
September	80	57	32	9	178		0.00%		0.00%		0.00%		0.00%		0.00%				
October	84	41	23	21	169		0.00%		0.00%		0.00%		0.00%		0.00%				
November	86	55	21	14	176		0.00%		0.00%		0.00%		0.00%		0.00%				
December	72	50	20	20	162		0.00%		0.00%		0.00%		0.00%		0.00%				
YTD	911	551	272	174	1908	134		85		59		42		320		320	5.33 Calls Per day		
	47.75%	28.88%	14.26%	9.12%	% of YTD	41.88%		26.56%		18.44%		13.13%		% of YTD		60	366	306	1632
						-10.45%		1.18%		32.20%		40.48%		7.19%					
						(14.00)		3.00		(5.00)		11.00		23.00					





## FIRE CHIEF REPORT BOARD REPORT MARCH 10, 2020

### **EXECUTIVE SUMMARY**

The time between our last meeting and this one was unusually short, and so too, will be this summary. Most importantly was the Town of Milliken's approval of our IGA and Impact Fees. While there is still one administrative step left, I am reasonably confident that we have now concluded this process. Thanks again to all of the Board for their help and guidance, as well as their patience as we worked through this process. The Deputy Chiefs and I met with the developer of J-25 this month and worked through a few concerns. Their project continues to move ahead, and the relationship we have built has been very positive. Over the last month, we have held two meetings with UC Health as well as some of our mutual aid partners to discuss collaborating more fully in the future regarding EMS delivery. One of the items of concern has been the standardization of data that we each gather so that reports can be delivered in an automated and timely manner. We feel that these talks are the beginning of a more coordinated response system between ourselves, Windsor, Evans, LaSalle, and Platte Valley. Ultimately, it is our citizens who benefit from these talks. Lastly, we have begun preparation for the possibility of COVID-19 having a direct impact on FRFR. It's a great reminder of how connected we all are and how our agency can be affected by the entire world.

### **Highlights**

- Worked with Christine and Chiefs Covillo and Kronholm as we start the process of planning our next hiring process for a firefighter.
- I coordinated portions of the Line of Duty Death funeral of FF Dan Moran at West Metro Fire. Again, I appreciate the attendance and support of our members.
- I attended the monthly BC meeting. We held good discussions regarding the "FRFR Way."
- Met with, and cooked dinner for, our three shifts. We continued culture discussions, and I gained valuable insight into concerns that our folks had. I incorporated their comments into the next version of The Way and am confident we are getting closer to having a useful document for the Board to look at.
- Chief Covillo and I met with LFRA to discuss joint fire station design
- Met with LFRA and WSFPD to discuss strengthening our training relationship and sharing resources. Talks will continue soon.

### **STAFF RECOMMENDATION AND ACTION PROPOSED**

Information only, we will report progress as it occurs

### **DISCUSSION ITEM #1: CDOT property**

We received a letter from CDOT offering us the purchase of Weld County parcel 105904002010. This is standard when CDOT disposes of property for them to offer it to local governments. It is our belief that this parcel provides no strategic benefit to FRFR and thus should not be purchased. We did, however, feel it was worthy of your awareness. A copy of the letter and a map is included in this packet.

### **FINANCIAL OR ECONOMIC IMPACTS**

N/A

### **STAFF RECCOMENDATION AND ACTION PROPOSED**

Information only, unless the Board would like for us to pursue the purchase of the said property.

**COLORADO**  
 Department of Transportation  
 Region 4  
 10601 10<sup>th</sup> Street  
 Greeley, CO 80634

February 6, 2020

Front Range Fire Rescue Fire Protection District  
 Attention: Real Estate Manager  
 100 Telep Avenue  
 Johnstown, CO 80534

Subject: Location:

Excess Property Disposal 23557 Conrad Street  
 Johnstown, CO 80534

To Whom It May Concern:

The Colorado Department of Transportation (COOT) wishes to dispose of the above referenced excess parcel of real property. Colorado Revised Statute 43-1-210 provides for political subdivisions within the State to have the right of first refusal to purchase excess property at the appraised fair market value. It has been determined that your agency is one of the political subdivisions that has the right of first refusal to purchase the property COOT intends to sell.

The property is identified as Weld County parcel number 105904002010. The property being offered contains 34,944 sq. ft. (0.802 acres) of land and is located on the east side of WCR 17 and north of WCR 48 1/2. Please refer to the attached legal descriptions and plat.

The fair market value of this property has been established by appraisal at \$218,000

Should your agency wish to exercise its right of first refusal to purchase this property at fair market value you must contact David Fox no later than March 13, 2020. David's information is below.

David Fox  
 2829 W. Howard Place, 4<sup>th</sup> Floor  
 Denver, CO 80204  
 Sincerely,  
 Kristopher Trabue  
 Region 4 Maintenance  
 Kristopher.trabue@state.co.us

cc: AIMS Junior College

Front Range Fire Rescue Fire Protection District High  
 Plains Library  
 Northern Colorado Water (NCW)  
 School District RE5J - Johnstown Thompson  
 River District  
 Weld County  
 West Greeley Conservation







## OLD BUSINESS ITEM # 1 MARCH 10, 2020

**Submitted by M. West**

### **EXECUTIVE SUMMARY**

Our IGA and Impact fees were both approved at the February 26 meeting of the Town of Milliken. The impact fees must also be adopted by ordinance by the Town and we anticipate that happening in March at either the March 11 or the March 25 meeting. This should conclude the process fully. Chief Drage has been coordinating with Town staff on how to collect those fees in the future.

### **BACKGROUND**

In 1986, the town signed an agreement with the then Milliken Fire Protection District. Since that time, the agreement does not appear to have been updated. Since the creation of FRFR leaves the Milliken IGA defunct, we have written an updated agreement (and its accompanying Impact Fee IGA) that has been adopted by the Johnstown. We are hopeful that Milliken will soon adopt this agreement. Recent discussions with the town have led us to feel that they may be reluctant to agree to impact fees in the town. As you know, growth paying for itself and the infrastructure within FRFR has been stated as an important talking point in the recent past. We feel that it is right to request such fees to ensure that we can keep up with the added call volume that growth brings.

### **ASSOCIATED STRATEGIC GOALS**

**We will value our entrusted resources**

**OBJECTIVE** The District shall maintain a healthy financial reserve and continue to be transparent with the annual budget as established in the agency's financial policies (P. 41).

### **FINANCIAL OR ECONOMIC IMPACTS**

Our IGA (and specifically our Impact Fee IGA) will have long term effects on FRFR's capital funds and our ability to continue to provide the level of service the Town expects.

### **ADDITIONAL INFORMATION**

The final IGA with the Town is included in this packet

### **STAFF RECCOMENDATION AND ACTION PROPOSED**

We are requesting the following motions from the Board to authorize the President and Secretary to sign both IGAs::

- 1. I, State your name, move to authorize our President Darrin Rutt and our Secretary, Jim Young to sign the IGA with the Town of Milliken regarding their fire service.**
- 2. I, state your name, move to authorize our President Darrin Rutt and our Secretary, Jim Young to sign the IGA with the Town of Milliken to begin collecting Impact Fees.**

**INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND  
REMITTANCE OF EMERGENCY SERVICES IMPACT FEES  
FOR FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT**

This intergovernmental agreement for the assessment, collection, and remittance of emergency services impact fees ("Agreement") is entered into by and between the Town of Milliken ("Town") and the Front Range Fire Rescue Fire Protection District ("District"). The Town and the District are referred to collectively as the "Parties" or individually as a "Party."

**RECITALS**

**WHEREAS**, the Town is a Statutory Town of the State of Colorado ("State") and the District is a political subdivision of the State, formed pursuant to Title 32, Colorado Revised Statutes ("C.R.S.");

**WHEREAS**, the District was formed to provide fire suppression, fire prevention, emergency medical, emergency rescue, and hazardous materials services (collectively, "Emergency Services"), as well as other services, to the citizens and their property within its jurisdiction, and to individuals passing through its jurisdiction;

**WHEREAS**, the District's jurisdiction currently encompasses property that lies within the Town's jurisdictional boundaries;

**WHEREAS**, pursuant to § 29-20-104.5, C.R.S. ("Impact Fee Act"), the District is permitted to receive and spend impact fees or other similar development charges imposed pursuant to the provisions of, and for the purposes described in, the Impact Fee Act;

**WHEREAS**, the District obtained an Impact Fee Study dated October 3, 2018, to evaluate the essential nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's Capital Facilities ("Nexus Study"). The Nexus Study quantified the impacts of both new residential and new non-residential development on the District's Capital Facilities;

**WHEREAS**, on October 10, 2018, the District's Board of Directors ("Board") adopted a Resolution approving an impact fee schedule at levels no greater than necessary to defray the impacts directly related to development within the District's jurisdiction as determined by the Nexus Study ("Impact Fee Schedule"). A copy of the approved Impact Fee Schedule is attached as Attachment 1; and

**WHEREAS**, in accordance with § 29-20-104.5(2)(c), C.R.S., the Parties desire to enter into this Agreement to define the District's impact fees, and the details of assessment, collection, and remittance, all in accordance with the requirements of the Impact Fee Act.

**NOW, THEREFORE**, in consideration of the mutual promises contained within this Agreement, the Parties hereby agree as follows:

## AGREEMENT

- 1. Definitions.** In addition to the definitions provided elsewhere in this Agreement, the terms “Development Permit” and “Capital Facility(ies)” shall be defined as provided in § 29-20-103(1), C.R.S., and § 29-20-104.5(4), C.R.S., respectively, including any amendments thereto. The Parties agree that the Town’s issuance of a building permit constitutes a “preliminary or final approval of an application” as provided by § 29-20-103(1), C.R.S., such that, for purposes of this Agreement, a building permit issued by the Town is a “Development Permit.”
- 2. Establishment of District Impact Fee.**

  - a. The Town agrees to impose an impact fee on new development that currently is located within both the Town and the District, or that in the future becomes located within the Town and the District, in accordance with the attached Impact Fee Schedule (“District Impact Fee”). The District Impact Fee shall be imposed on all new development for which a Development Permit application is submitted to the Town on or after the effective date of this Agreement as provided in Paragraph 4 below; provided, however, that the Town shall not be subject to the District Impact Fee for Town-owned developments.
  - b. The District will update the Nexus Study no less frequently than every five (5) years (“Updated Nexus Study”). If the Updated Nexus Study recommends any changes to the Impact Fee Schedule, then the District Board may, after considering such recommendations, adopt a Resolution seeking an updated Impact Fee Schedule at a level no greater than necessary to defray the impacts of new development on the District’s Capital Facilities (“Updated Impact Fee Schedule”). The District shall thereafter submit to the Town a copy of: (i) the Updated Impact Fee Schedule; (ii) the Resolution seeking the Updated Impact Fee Schedule; and (iii) the Updated Nexus Study. Upon receipt and consideration of the foregoing, the Town may, in its discretion, adopt and impose the Updated Impact Fee Schedule as provided in the Impact Fee Act. In exercising its discretion, the Town may confer with the District with respect to the Updated Impact Fee Schedule, the Updated Nexus Study, or any other matter related thereto. Notwithstanding the foregoing, if the Updated Nexus Study recommends a decrease to all or any part of the Impact Fee Schedule, the Parties shall take the requisite actions necessary to implement the Updated Impact Fee Schedule to reflect the recommended decrease.
  - c. The Town retains the right to waive the District Impact Fee on the development of low- or moderate-income housing or affordable employee housing as defined by the Town, as provided in § 29-20-104.5(5), C.R.S., and the right to defer payment of the District Impact Fee until the issuance of a certificate of

occupancy as provided in § 29-20-104.5(6), C.R.S. If waived, the Town shall not be required to backfill the District Impact Fee.

**3. Procedures for Assessment, Collection, and Remittance.**

- a. As part of its Development Permit application process, the Town shall require the developer of any proposed new development within the District's jurisdictional boundaries to confer with the District regarding whether, under the Impact Fee Schedule (or any Updated Impact Fee Schedule), a District Impact Fee is owed and, if owed, the amount of the District Impact Fee. The developer and the District may mutually determine whether an in-kind contribution will be made by the developer to the District in lieu of paying all or any portion of a District Impact Fee ("In-Kind Contribution"). The developer and the District shall sign an Impact Fee Form that is substantially the same as the form attached as Attachment 2, stating one of the following: (i) a District Impact Fee is not owed; (ii) a District Impact Fee is owed and the amount of the District Impact Fee; or (iii) the developer will make an In-Kind Contribution as described in the Impact Fee Form. The District shall be solely responsible for determining whether a District Impact Fee is owed and the amount of such District Impact Fee and/or whether an In-Kind Contribution will be accepted in lieu of a District Impact Fee.
- b. The developer shall submit the signed Impact Fee Form along with a check made payable to "Front Range Fire Rescue" in the amount of the District Impact Fee, if any is owed, with the other documentation required by the Town as part of the Development Permit application process. The Town shall hold the check until the Development Permit application is approved or denied.
- c. The Town may assess against the District an administrative fee of up to 2.0% of the District Impact Fee to cover the actual and reasonable costs related to the collection and remittance of District Impact Fees.
- d. For purposes of subparagraphs (a) through (c) of this Paragraph 3, the "Development Permit application process" shall be deemed to mean the Town's building permit application process, unless the requirement to pay the District Impact Fee is deferred until the issuance of a certificate of occupancy as provided in subparagraph (c) of Paragraph 2.
- e. If the Town denies the Development Permit application, the developer shall not be required to pay a District Impact Fee or make an In-Kind Contribution to the District. In that case, the developer may obtain the check back from the Town. If the Town grants the application and issues a Development Permit, the Town shall notify the District, and the District may obtain the check from the Town.

- f. Notwithstanding the foregoing, if the developer will make an In-Kind Contribution in lieu of paying all or part of the District Impact Fee, then the Town shall notify the District if it grants the application and issues a Development Permit, and the District shall be solely responsible for receiving the In-Kind Contribution.
- g. The District shall not require a developer to provide any site-specific dedication or improvement to meet the same need for Capital Facilities for which the District Impact Fee is imposed. The District further agrees not to seek a District Impact Fee from a developer if the developer already is required to pay an impact fee or other similar development charge for another Capital Facility used to provide similar Emergency Services, or if the developer has voluntarily contributed money for such other Capital Facility.
- h. The District shall account for all District Impact Fees in accordance with Part 8 of Article 1 of Title 29, Colorado Revised Statutes.

**4. Effective Date and Term.** This Agreement shall take effect immediately upon the effective date of an ordinance lawfully imposing the impact fee described herein, and shall continue in effect until terminated in accordance with its terms. Notwithstanding the foregoing, this Agreement shall not apply to developments, or portions thereof, within the Town that, prior to the effective date of this Agreement, have obtained a footing and foundation permit even if the developer has not yet obtained a Development Permit.

**5. Termination.**

- a. The Parties may at any time mutually agree in writing to terminate this Agreement.
- b. The District may at any time terminate this Agreement upon 30 calendar days' prior written notice to the Town.
- c. The Town may at any time provide written notice of intent to terminate this Agreement to the District. Upon receipt of the written notice, the Town and the District, or their authorized representatives, shall meet to discuss, in good faith, whether any amendments may be made to this Agreement or to the District Impact Fee upon which the Parties would mutually agree to continue this Agreement. If the Parties are unable to agree upon any such amendments, then the Town's notice of termination, if given in the first six months of a calendar year, shall be effective at the end of that calendar year and, if given in the second

six months of a calendar year, shall be effective on December 31 of the calendar year after the year in which the notice is given.

- d. The Town and the Fire District shall review this Agreement annually. Each Party shall notify the other Party in writing upon completion of their review and shall identify any suggested revisions.

- 6. Default.** If either Party defaults in its performance under this Agreement, the non-defaulting Party shall provide written notification to the defaulting Party of the default. The defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within 30 calendar days after the non-defaulting Party's notice of default is given. If the defaulting Party fails to cure, or to make substantial efforts to cure, the default within the 30-day period, the non-defaulting Party, at its option, may immediately terminate this Agreement or may elect to treat this Agreement as being in full force and effect. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, then the non-defaulting Party shall have the right to bring an action for any remedy available to such Party in equity or at law; provided that any remedy of damages shall be limited to actual moneys owed and accrued interest.
- 7. Governmental Immunity.** Nothing in this Agreement shall 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 under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, §§ 24-10-101, C.R.S., *et seq.*
- 8. Defense of the Town.** To the extent permitted by law, the District shall indemnify and hold harmless the Town, its officers, agents, and employees from and against any and all claims, liabilities, costs, expenses, penalties, attorneys' fees, and defense costs (collectively, "Claims") arising from a denial of a certificate of occupancy or other Town-issued permit due to nonpayment of any District Impact Fee or failure to make an In-Kind Contribution or the failure of the District to comply with § 29-20-104.5, C.R.S. To the extent permitted by law, the District shall, at its own cost, investigate, handle, respond to, and defend against such liability, claims, or demands related thereto and shall bear all other related costs and expenses, including court costs and attorneys' fees. The District shall have the right to select legal counsel to represent it and the Town in connection with any Claims coming within this Paragraph 8.
- 9. Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the matters covered by it, and supersedes any prior understanding or agreement, oral or written, with respect thereto.
- 10. Notices and Requests.** Any notice permitted or required by this Agreement shall be in writing and shall be hand-delivered or sent by certified or registered mail, postage

prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt.

Town of Milliken  
Attn: Town Administrator  
1101 Broad Street  
Milliken, CO 80543

Front Range Fire Rescue  
Attn: Fire Chief  
101 S. Irene Avenue  
Milliken, CO 80543

**11. Financial Obligations of the Parties.** Any financial obligation of a Party under this Agreement is contingent upon budgeting, appropriation and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year financial obligation, a pledge of a Party's credit, or a payment guarantee by one Party to the other.

**12. Dispute Resolution.** In the event of any dispute or claim arising from or related to this Agreement, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one Party notifies the other Party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group ("JAG") of Denver, Colorado or, if JAG is no longer in existence, or if the Parties agree otherwise, then under the auspices of a recognized, established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either Party's request therefor. If such dispute or claim is not settled through mediation, then either Party may institute a civil action in the District Court for Weld County.

**13. Miscellaneous.** Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in Weld County District Court. This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives and successors. Notwithstanding any other provision of this Agreement to the contrary, in no event shall either of the Parties be required to exercise any power or take any action which is prohibited by applicable law. Neither Party shall assign this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in counterparts and by

facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

TOWN OF MILLIKEN, a Statutory Town  
of the State of Colorado

FRONT RANGE FIRE RESCUE  
FIRE PROTECTION DISTRICT, a public  
entity of the State of Colorado

By: \_\_\_\_\_  
Mayor Beau Woodcock

By: \_\_\_\_\_  
Board President Darrin Rutt

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

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

ATTESTED:

ATTESTED:

\_\_\_\_\_  
Town Clerk Cheryl Powell

\_\_\_\_\_  
Board Secretary Jim Young

**ATTACHMENT 1**

**FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT  
EMERGENCY SERVICES IMPACT FEE SCHEDULE**

Effective \_\_\_\_\_, 2020

<b>RESIDENTIAL</b>	
<b>UNIT TYPE</b>	<b>FEE PER DWELLING UNIT</b>
Single Family or Two-Family	\$1,087.00
Multi-Family	\$692.00
<b>NON-RESIDENTIAL</b>	
<b>UNIT TYPE</b>	<b>FEE PER SQUARE FOOT</b>
Any Non-Residential	\$0.60

No developer or landowner is required to provide any site specific dedication or improvement to meet the same need for capital facilities for which an impact fee is imposed pursuant to this schedule, and no impact fee will be imposed on a developer or landowner if that individual is already required to pay an impact fee or other similar development charge for another capital facility used to provide similar Emergency Services, or if the individual has voluntarily made a commensurate contribution of money for such other capital facility.

**ATTACHMENT 2**

**FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT  
IMPACT FEE FORM**

<b>DEVELOPER INFORMATION</b>			
Development Company		State of Incorporation	
Address			
Telephone		Fax	
<b>CONTACT PERSON</b>			
Name		Title	
Office Telephone		Cell Phone	
Email Address			
<b>DEVELOPMENT INFORMATION</b>			
Name of Development		Location (Address or Cross Streets)	
<b>RESIDENTIAL UNITS</b>		<b>NON-RESIDENTIAL USES</b>	
Single- or Two-Family (\$1,087.00 per unit)		Non-Residential Uses (\$0.60 per square foot)	
Multi-Family (\$692.00 per unit)		Total Square Feet:	
<b>IMPACT FEE DETERMINATION</b>			
Check One: <input type="checkbox"/> No impact fee owed or <input type="checkbox"/> Impact fee owed in the amount of: \$ _____			
If applicable: <input type="checkbox"/> An in-kind contribution will be made in lieu of paying all or a portion of an impact fee. Description of the in-kind contribution (attach additional information if necessary) and amount of impact fee off-set:			

The developer must submit this signed Impact Fee Form with the other documentation required by the Town of Milliken as part of its development permit application process. If the Town denies the application, the developer is not required to pay the Impact fee or make an In-Kind Contribution to the District. If the Town grants the application and issues a development permit, the developer must pay the Impact Fee and/or make the In-Kind Contribution, or enter into a written agreement with the District to make the In-Kind Contribution before the Town will issue a Certificate of Occupancy in connection with the development.

**DEVELOPER:**

**FRONT RANGE FIRE RESCUE  
FIRE PROTECTION DISTRICT:**

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

By: \_\_\_\_\_, Fire Chief  
Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT  
AND THE TOWN OF MILLIKEN REGARDING FIRE SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Front Range Fire Rescue Fire Protection District (the "Fire District"), a special district organized and existing pursuant to 32-1-101, § C.R.S., et seq. (the "Special District Act"), and the Town of Milliken (the "Town"), a Colorado municipal corporation, collectively referred to as the "Parties."

**RECITALS**

WHEREAS, the Fire District and the Town have a common and compelling public safety interest to provide and plan for Fire Services, as defined below in Section 2(B) of this Agreement, for the existing and future property owners and residents within their respective jurisdictions; and

WHEREAS, the Fire District and the Town also have a common and compelling interest in the investigation and prosecution of arson; and

WHEREAS, pursuant to the Special District Act, the Fire District provides Fire Services to all areas within its boundaries; and

WHEREAS, pursuant to § 31-30-101, CRS and § 31-15-601, CRS, the Town is authorized to provide Fire Services within its municipal boundaries; and

WHEREAS, pursuant to § 29-1-203, CRS, the Fire District and the Town may contract with one another to provide any function, service, or facility lawfully authorized to be provided by the Fire District and the Town; and

WHEREAS, a substantial portion of the area presently located within the boundaries of the Town is also located within the boundaries of the Fire District; and

WHEREAS, both the Town and the Fire District have adopted the International Fire Code, and the Fire District enforces the International Fire Code as adopted by the Town in those areas located within the boundaries of both the Town and the Fire District; and

WHEREAS, the Fire District has the authority to administer and enforce the International Fire Code adopted by the Fire District and/or the County in which it is located with respect to areas located within the boundaries of the Fire District but outside the boundaries of the Town; and

WHEREAS, the Fire District is willing to commit to provide high quality professional Fire Services to all areas located within the boundaries of the Town and the Fire District, as such boundaries may be altered from time to time by annexation or otherwise; and

WHEREAS, the Parties agree that coordinated emergency services will promote efficient delivery of services during a disaster or emergency; and

WHEREAS the Parties agree that establishing mutual boundaries between the Fire District and the Town wherever feasible is in the best interest of both Parties and will promote the efficient provision of Fire Services and the public safety and welfare; and

WHEREAS, the Parties agree that it is in their best interests to create an atmosphere conducive to a healthy economy, and that cooperation between the Parties will enhance opportunities for economic development; and

WHEREAS, on or about March 21, 1986, the Town and the Fire District entered into an Intergovernmental Agreement for Fire Protection and Related Services ("1986 IGA"); and

WHEREAS, to clearly delineate the property within the corporate boundaries of the Town that the Town desires to be served by the Fire District, the Parties desire to execute this Agreement to replace and supersede the 1986 IGA; and

WHEREAS, the Fire District and the Town agree that it is in the best interests of the Parties, and will promote the public safety and welfare of their current and future residents and property owners, to provide for cooperative efforts by both the Town and the Fire District for the provision of uniform Fire Services, and efficient and effective arson investigation and prosecution throughout the Fire District and the Town.

NOW, THEREFORE, the Town and the Fire District covenant and agree as follows:

#### **AGREEMENT**

- 1. RECITALS.** The Recitals are incorporated as if fully set forth herein.
- 2. DEFINITIONS.** For the purposes of this Agreement, the following definitions shall apply:
  - A. "Administrator" means the Town Administrator when referring to the Town.
  - B. "Chief" means the Fire Chief when referring to the Fire District and to the Police Chief when referring to the Town.
  - C. "Fire Services" refers to all proper and mandated services, functions, and activities of a fire protection district as authorized in the Colorado Revised Statutes and as described in the Fire District's Statement of Purpose including, without limitation, fire suppression and related investigatory activities, fire prevention, basic and technical rescue, hazardous materials services, emergency medical services, and enforcement and administration of the Fire Code adopted by the Town. The Fire District and the Town may, as necessary and appropriate, use mutually agreed upon standards to enforce within the Town the Fire Code adopted by the Town.
  - D. "Fire Code" refers to the current version of the International Fire Code adopted by the Town, together with any modifications or amendments thereof, and successor fire codes adopted by the Town.
  - E. "Governing Body" means the Board of Trustees when referring to the Town and the Board of Directors when referring to the Fire District.
  - F. "Milliken Service Area" means areas within the Town's current corporate boundaries and outside the boundaries of the Fire District's service area.
- 3. ANNEXATION; INCLUSION AND EXCLUSION OF LAND.**
  - A. Annexation; land not within any fire district. The Town agrees to require landowners that are not within any fire district and who seek annexation of their lands into the Town to petition for inclusion of such lands into the Fire District.

- B. Annexation: land within another fire district. The Town agrees to require landowners that are within another fire district's boundaries who seek annexation of their lands into the Town to petition for inclusion of such lands into the Fire District and petition for exclusion of such lands from their existing fire district. The Fire District shall diligently process all such petitions for inclusion. In the event that the property owner files a petition for inclusion with the Fire District and a petition for exclusion with their existing fire district and the existing fire district denies the petition for exclusion, then, the Town shall file a petition for exclusion of such property with the Weld County District Court, or other applicable court of competent jurisdiction, pursuant to Section § 32-1-502, C.R.S. ("502 Proceeding"). The Town's obligation to file a 502 Proceeding shall be contingent upon (a) the Fire District's payment of all costs, including attorneys' fees, associated with the 502 Proceeding, which shall be paid in the form of a cost deposit (to be replenished, as needed) with the Town prior to the commencement of a 502 Proceeding, (b) agreement in advance between the Parties allocating financial responsibility for complying with any order of the Court in the 502 Proceeding, and (c) assurance satisfactory to the Town that inclusion into the Fire District will be approved. In addition, the Fire District shall, if requested, provide legal and technical assistance to the Town's attorney regarding such court proceeding.
- C. Inclusion: land within Milliken Service Area and within another fire district. The Fire District may request any owner of land currently within the corporate boundaries of the Town but within another fire district's boundaries to petition for inclusion of such lands into the Fire District and petition for exclusion of such lands from their existing fire district. The Fire District shall diligently process all such petitions for inclusion. In the event that: (1) the property owner files a petition for inclusion with the Fire District and a petition for exclusion with their existing fire district and the existing fire district denies the petition for exclusion; or (2) the property owner files a petition for inclusion, but does not file a petition for exclusion from their existing fire district, then, in either instance, the Town shall file a 502 Proceeding with the Weld County District Court, or other applicable court of competent jurisdiction. The Town's obligation to file a 502 Proceeding shall be contingent upon (a) the Fire District's payment of all costs, including attorneys' fees, associated with the 502 Proceeding, which shall be paid in the form of a cost deposit (to be replenished, as needed) with the Town prior to the commencement of a 502 Proceeding, (b) agreement in advance between the Parties allocating financial responsibility for complying with any order of the Court in the 502 Proceeding, and (c) assurance satisfactory to the Town that inclusion into the Fire District will be approved. In addition, the Fire District shall, if requested, provide legal and technical assistance to the Town's attorney regarding such court proceeding. Notwithstanding the foregoing, if the Fire District intends to construct a new fire station within the Milliken Service Area, the Fire District may request that the Town provide written approval of a procedure whereby, in lieu of the voluntary filing of a petition to include by a property owner, the District refer a ballot question to the registered electors within the Milliken Service Area regarding inclusion of property into the Fire District. If the property owners vote in favor of the ballot question, then the Town shall file a 502 Proceeding in the manner described above and subject to the contingencies described above.
- D. Nothing in this section 3 shall be construed to compel the Town to take any action that would be in violation of any intergovernmental agreement with any third party.

**4. FIRE DISTRICT FACILITIES.** The Town understands that the Fire District's current operational status, including its present facilities, equipment, and personnel, is designed primarily to provide Fire Services within the Fire District's boundaries as they exist as of the date of this Agreement. The Town further understands and agrees that the Fire District's ability to provide Fire Services to property annexed into the Town in the future may require the Fire District to expand or otherwise change the nature of the Fire District's facilities, equipment, and personnel. The Fire District shall use its best efforts to meet all future Fire Services needs, and, when properties annex into the Town and seek inclusion into the Fire District, shall endeavor to ensure that the Fire District is able to provide the level of Fire Services described in this Agreement.

**5. COOPERATION AND ALLOCATION OF COSTS.**

A. Based on the understanding that the Fire District will provide the level of Fire Services set forth in this Agreement, the Town agrees to support, and not to object to, petitions for inclusion filed hereinafter by property owners with the Fire District and/or petitions for exclusion filed by property owners with their existing fire districts.

B. The Fire District shall pay and indemnify the Town for and against the cost of any Fire Services and related facilities or improvements (e.g., fire stations) for which the Town is required to pay, if any, incident to the exclusion of property from another fire district or ambulance district, or both, pursuant to this Agreement.

C. The Fire District shall pay all costs incurred by the Fire District incidental to inclusion of property into the Fire District's boundaries. The Fire District shall also indemnify, defend and pay the Town with respect to all other costs and expenses, including but not limited to the Town's attorney fees, consultants' fees, costs and expenses related to the exclusion of property from another fire district or ambulance district, or both, and the corresponding inclusion into the Fire District, whether incidental to initial implementation of this Agreement or any future annexation of property by the Town.

**6. FIRE SERVICES AND TRAINING STANDARDS.** The Fire District shall be responsible for establishing Fire Services response and training policies, standards, and guidelines within its jurisdiction, including any areas within its jurisdiction that are located within the Town's boundaries, as described in the Fire District's Statement of Purpose. The Town shall, subject to the provisions hereof and to the extent allowed by law, cooperate with the Fire District in providing consistent levels of Fire Services to all land served by the Fire District that is also within the Town. The Town shall retain all rights pursuant to § 29-22-102, CRS.

A. The training standards adopted by the Fire District shall at all times meet or exceed the national training standards for firefighters promulgated by the National Fire Protection Association ("NFPA"), and the State training requirements for firefighters set forth in § 31-30-1122, CRS, each as may be amended from time to time.

B. The Fire District shall provide 24 hours per day, 365 days per year at Fire Station No. 2 at least one (1) engine, staffed with at least three (3) professional firefighters certified to the level of EMT-Basic and at least one (1) advanced life support (ALS) ambulance, staffed with at least one (1) paramedic and one (1) Emergency Medical Technician (EMT). As new fire

stations are constructed, the Fire District shall diligently equip and staff those new fire stations to provide the best practicable Fire Services to the Town, which Fire Services shall be equal to or better than the Fire Services provided by other fire stations in the Town.

- C. The Fire District may, in the exercise of its best judgment, provide the Emergency Medical Services (EMS) within the Town's boundaries through a contract or intergovernmental agreement with a separate ambulance district or a private medical service provider, or the Fire District may provide the Emergency Medical Services directly, through its own personnel and equipment; provided, however, that the Fire District shall take all steps necessary to ensure that at all times there is sufficient medical equipment and trained, qualified medical personnel to meet the Emergency Medical Services standards established herein and otherwise to meet the needs of the citizens and visitors within the Parties' shared boundaries. All personnel providing Emergency Medical Services for the Fire District, whether as employees of the Fire District or through contract with the Fire District, shall at all times meet or exceed all State certification and/or licensure requirements.
- D. The Fire District's emergency response time within the Town's corporate boundaries shall meet or be less than a nine (9) minute response time for the Initial Response Unit on at least 90% of the emergency responses. The Fire District agrees to use reasonable best efforts to, within three (3) years of the date of this Agreement, reduce its response time to eight (8) minutes and, within six (6) years of the date of this Agreement, reduce its response time to seven (7) minutes. The Parties agree and understand that improvements on response times are contingent upon available infrastructure, future development, and continued collaboration between the Town and Fire District. For the purposes of this Agreement, the term "Initial Response Unit" shall mean the Fire District apparatus or emergency response vehicle that is designated by the Fire District to respond to the incident. Response time shall be calculated from the Fire District's receipt of the initial dispatch tone from the Weld County Regional Communications Center to when the first Fire District apparatus or vehicle arrives at the scene of the incident. Response time shall include the components of turnout time and travel time.
- E. On or before April 15 and October 15 of each year, the Fire District shall produce and deliver to the Town a written report detailing the Fire District's emergency response times within the Milliken Service Area during the preceding six (6) month period, including but not limited to: 1. Compliance with the 90% standard as set forth in paragraph 6(D); and, 2. Every incident where the Fire District's response time was longer than the established standards, and the reason(s) why it failed to meet the established standards for each incident. The April 15 report also shall include a summary of the training conducted by the Fire District during the preceding 12 months, and explain how the training meets or exceeds national and State training requirements for firefighters. Response times for specific incidents shall be provided upon written request from the Town.

- 7. **NOTIFICATION OF LONG-RANGE PLANNING.** In order to better perform their obligations under this Agreement and to continue to improve the delivery of Fire Services to the Town, the Town and the Fire District shall endeavor to develop long-range strategic planning for the Fire District's provision of Fire Services within the Town, including the identification of additional fire station locations. The Town agrees to support the Fire District's efforts to secure property that has been mutually identified for a fire station location. The Parties shall endeavor to

include each other in any long-range planning sessions on topics of shared concern to the Parties.

- 8. FIRE SERVICE FEES.** The Fire District agrees the Town is not required to compensate the Fire District for Fire Services the Fire District is required by this Agreement to provide to property within the Town but not within the Fire District's jurisdiction. Similarly, the Town is not required to compensate the Fire District for Fire Services rendered pursuant to any mutual aid agreement the Fire District may have with any other governmental entity. The Town understands and agrees that the Fire District may establish and charge fees for Fire Services provided to property and citizens within the Town pursuant to § 32-1-1001(1)(k), CRS.
- 9. CODE DEVELOPMENT.** To assure uniformity in code interpretation and enforcement, the Town and the Fire District may work together to review, develop and amend the Building, Mechanical, Electrical, Residential, Existing Building, and Fire Codes to be adopted by, and enforced within, the Town. Nothing herein shall be construed to affect or limit the authority of the Town to determine the final form and substance of the Fire Code or other uniform or life safety codes to be adopted and enforced within the Town.
- 10. PLAN REVIEWS, PERMITS, AND INSPECTIONS.** In order to assure that all existing and new buildings, facilities and property within the Town are planned, developed, constructed and maintained in accordance with the Fire Code and such other applicable regulations as may be developed by the Town and the Fire District, the Town, with the assistance of the Fire District, may develop, implement and maintain a plan review and inspection process that assures all proposals for modification to or renovation of existing non-residential properties, facilities or buildings, and any new construction or development of non-residential properties, shall be reviewed by, and subject to the approval of, the Fire District before issuance of a building permit and Certificate of Occupancy, as appropriate. The Town, with the assistance of the Fire District, may develop, implement and maintain a plan review and inspection process that assures that all proposals for new residential and non-residential developments are designed and constructed in accordance with the Town-adopted Fire Code. To the extent required by the Colorado Revised Statutes or the Town-adopted fire code, all new proposed developments and building projects subject to this agreement shall be reviewed by and subject to the approval of the Fire District before issuance of a Town-issued permit or Certificate of Occupancy, as applicable.
- 11. CODE ENFORCEMENT.** Upon request of the Fire District or as the Town otherwise deems appropriate, the Town agrees to assist the Fire District in enforcing the Town's Fire Code within the Town's jurisdiction. As appropriate, the Fire District may assist the Town in enforcing the Town's Building, Mechanical, Electrical, Residential, and Existing Building Codes, as adopted and from time to time amended by the Town, within the Town's jurisdiction. As provided in the Special District Act, the Fire District shall refer a code violation or a suspected arson to the Town Attorney for prosecution in the Town's Municipal Court, or to the District Attorney for prosecution in the County or District Court. The Town may also request that the Fire District prosecute an enforcement action in District Court, utilizing the Fire District's legal counsel.
- 12. COOPERATIVE ARSON INVESTIGATIONS.** The Parties agree to cooperate in the investigation of all fires of suspicious origin and/or cause. The Fire District shall investigate all fires to determine the origin and cause. Immediately upon determining that a fire is suspicious in

nature, the Fire District shall preserve the scene and shall present the facts of the investigation to the Town's Police Department, which shall have primary responsibility for investigation and prosecution of the case. The Fire District may support the Town's Police Department in the continued investigation of the circumstances of the incident, if such request is received.

- 13. DISASTER EMERGENCY ASSISTANCE.** The Fire District shall collaborate and work cooperatively in providing for disaster preparedness. The Parties may by separate written agreement provide for cooperation in disaster prevention, preparedness, response, and/or recovery.
- 14. IMPACT FEES.** The Fire District shall have the right to collect an impact fee on new construction in those areas located within the shared boundaries of both the Town and the Fire District in the manner and form adopted by ordinance of the Town Board of Trustees and as set forth in a separate intergovernmental agreement between the Town and the Fire District, as both may be amended from time to time. Nothing in this section shall be construed to obligate the Town to approve, adopt, or execute either an ordinance imposing an impact fee or an intergovernmental agreement describing an impact fee but such shall be in the discretion of the Town Board.
- 15. RESERVATION OF RIGHTS.** Nothing in this Agreement shall prevent the Fire District from including within its jurisdiction property not within the Town's jurisdiction. Similarly, nothing in this Agreement shall prevent the Town from annexing land that lies outside the Fire District's jurisdiction.
- 16. DISPUTE RESOLUTION.** In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized, established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either party's written request therefore. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the local District Court of Weld County.
- 17. ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to execute any additional documents and to take any additional actions necessary to carry out this Agreement.
- 18. INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the Parties and there are no other oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by both Parties.
- 19. INTERPRETATION.** It is the intent of the Parties that no provision, sentence, word, or effect of this Agreement should be interpreted to be in conflict with state law.
- 20. TERM OF AGREEMENT.** The Town and the Fire District shall review this Agreement annually. Each Party shall notify the other Party in writing upon completion of their review and shall identify any suggested revisions. Pursuant to the annual review process, this Agreement shall

continue until terminated by either the mutual agreement of both Parties, or by one (1) year advance written notice given by either Party informing the other Party of its intention to terminate this Agreement with or without cause.

**21. IMMUNITY PRESERVED.** Nothing in this Agreement shall be construed as a waiver by either party of any privilege, defense, or immunity provided by the Colorado Governmental Immunity Act, as it may be amended from time to time or any other applicable law.

**22. SEVERABILITY.** If any portion of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unconstitutional, such determination shall not affect the validity of the remainder of the Agreement. If the validity, legality or constitutionality or performance of any portion of this Agreement shall be impeded or otherwise affected by any change in pertinent law or order of the court, it is the desire and intent of the Parties to perform and comply with this Agreement as nearly as possible according to its spirit and expressed intent until the Parties agree to changes consistent with and in accordance with the change in law or Court Order, as applicable.

**23. PLANNING FOR PERFORMANCE.** The Fire District and the Town each acknowledge and understand that the other will henceforth engage in financial and other necessary planning and will otherwise act in expectation of and reliance upon complete good faith, cooperation and reasonable performance of the terms of this Agreement by the other.

**24. AMENDMENT.** This Agreement may only be modified or amended by written agreement duly signed by both Parties.

**25. BINDING EFFECTS.** This Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors and assigns.

**26. NOTICES.** Any noticed required hereunder shall be in writing and shall be sufficient if deposited in the United States mail, as certified mail, postage prepaid, to:

**Fire District:** President of the Board of Directors  
Front Range Fire Rescue Fire Protection District  
101 South Irene Avenue, P.O. Box 130  
Milliken, CO 80543

**Town:** Town Administrator  
Town of Milliken  
1101 Broad Street  
Milliken, CO 80543

Such notice shall be deemed to have been given when deposited in the United States mail.

**27. ASSIGNMENT.** Neither party shall assign any of the rights nor delegate any of the duties created by this Agreement without the written consent of the other party.

**28. GOVERNING LAW AND VENUE.** The laws of the State of Colorado shall govern this Agreement. Venue for any action rising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Weld County, Colorado.

**29. FUND AVAILABILITY.** Financial obligations of the Parties after the current fiscal year are contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available in accordance with applicable laws of the State.

**30. PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES.** The Parties acknowledge and agree that all payment obligations under this Agreement are current expenditures of the Parties, payable in the fiscal year for which funds are appropriated for the payment thereof. All financial obligations under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the Parties within the meaning of Article X, Section 20 of the Colorado Constitution.

**31. NO THIRD-PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, all rights of action relating to such enforcement, shall be strictly reserved to Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of Parties that any person other than Parties receiving Fire Services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**32. HEADINGS.** The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

**33. VALIDITY OF AGREEMENT.** This Agreement shall supersede and replace the 1986 IGA.

**IN WITNESS WHEREOF,** the undersigned have set their hands effective the day and year first above written.

**TOWN OF MILLIKEN**

By \_\_\_\_\_  
Town Mayor

By \_\_\_\_\_  
Town Administrator

**ATTEST:**

\_\_\_\_\_  
Town Clerk

**FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT**

By \_\_\_\_\_  
Board President

By \_\_\_\_\_  
Fire Chief

**ATTEST:**

\_\_\_\_\_  
Board Secretary

**APPROVED AS TO FORM**

By \_\_\_\_\_  
Town Attorney

By \_\_\_\_\_  
Fire District Attorney



## **OLD BUSINESS ITEM #2 MARCH 10, 2020**

**Submitted by M.West**

### **EXECUTIVE SUMMARY**

The staff has been reviewing the bylaws adopted by Johnstown FPD long before FRFR existed. Additionally, we examined the statutes as well as documents from other similar agencies in the area. Tonight, we present a draft copy of the updates we recommend. We hope that the board reviews this draft and makes suggestions for updates. We will work to incorporate your thoughts into a final draft for your review and adoption at the April meeting, if possible. This allows us to include the updated bylaws in May after the election.

### **ASSOCIATED STRATEGIC GOALS**

**We will seek to establish, maintain, and improve relationships with strategic partners, professional peers, and citizens. (p.29)**

### **FINANCIAL OR ECONOMIC IMPACTS**

N/A

### **ADDITIONAL INFORMATION**

Draft bylaws are included in this packet

### **STAFF RECOMMENDATION AND ACTION PROPOSED**

Review the attachments and please submit any of your thoughts to Christine by April 3, 2020

**BYLAWS**  
**of the Board of Directors of the**  
**FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT**



**Adopted 5/12/2020**

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## INTRODUCTION

Welcome to the Board of Directors of the Front Range Fire Rescue Protection District (the "District"). The Fire District is governed by a five-member Board of Directors and is administered by a Fire Chief.

Serving as a Board member of this District will be challenging and rewarding. The District was created in 2018, although the roots of our organization actually go back for more than a century. Formed by unifying two different districts, Johnstown Fire Protection District (JFPD) and the Milliken Fire Protection District (MFPD) occurred over several years.

Like most fire service organizations in the United States, the agency began as a volunteer organization. Our proud history of service to the citizens is still reflected in the faces of our professional firefighters today. Today we protect over 74-square miles of Johnstown and Milliken, as well as portions of Larimer and Weld counties. We serve a population of approximately 22,000 residents. While "Fire" is an integral part of our name, today we are an "all-hazards" service that responds to Emergency Medical Services (EMS) requests, Hazardous Materials (HAZMAT) incidents, and specialized incidents such as swift water rescues. Beyond our response, we believe that the prevention of fire and public education to minimize the hazard to our citizens are paramount to our success.

So, what is the role of the Board at FRFR? Our Board plays an integral role in setting our strategic direction. The District has established a Strategic Plan which guides our path for the future. Within this document, we strive to improve service delivery and maintain financial stewardship. It is the Board's responsibility to speak for the public regarding the service we provide, balancing the need for service against the need for conservative financial spending. The board approves the Strategic Plan and its updates, approves the annual budget, and assures that the Fire Chief meets the goals within those documents. In the future, it is expected that the Board will approve a "Standard of Cover" document. This document will establish formal benchmarks for response times and service levels. This document is a cornerstone of modern accredited fire service agencies and is used to demonstrate to the public our goals in responding to their emergencies.

As a Board member you are expected to meet the requirements outlined in Federal, State, and local law. You must meet the ethical and moral standards of our agency. And you should be careful in your approach to governing FRFR. It can be easy to go from looking at the big picture strategy above, to an over-emphasis on the day to day operations of our fire district members. Such a focus can cause significant problems in maintaining effectiveness and efficiency as our members work in a paramilitary structure and their supervisors work for the Fire Chief. We ask that you help us by maintaining that chain of command.

Lastly, we encourage courageous feedback and discourse. We believe that the strength of our organization lies in our culture and diversity of thought. We are stronger because of our varying opinions and experiences and we get to the best solutions by sharing and respectfully debating ideas. The Board has a duty to help the organization get to the best place we can and we are thankful for your willingness to help.

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## **GENERAL RULES**

### **1. Purpose**

The purpose of this Manual is to provide guidelines for the conduct of the Board of Directors of the Front Range Fire Rescue Fire Protection District (District).

### **2. Suspension of Rules**

Any of the within rules not required by law may be suspended by a majority vote of the Board.

### **3. Alteration, Amendment or Repeal**

Any rule may be altered, amended or repealed at a duly noticed meeting by a majority vote of the Board

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## **BASIS OF AUTHORITY**

### **1. AUTHORITY OF THE BOARD**

The Board of Directors is the governing authority of this District. The district is administered by a Fire Chief. Apart from his/her normal function as a part of this unit, or as directed by the Board, no Director may commit the District to any policy, act or expenditure. All powers, privileges and duties vested in or imposed upon the District shall be exercised and performed by and through the Board. The Board may delegate to officers, employees and agents of the District any or all administrative and ministerial powers.

### **2. REPRESENTATION**

The Board of Directors shall comply with and be guided by applicable state laws and regulations including the Colorado Special District Act and applicable federal laws and regulations

### **3. LEGAL STATUS**

The Front Range Fire Rescue Fire Protection District is a fire protection district organized pursuant to Title 32 of the statutes of the State of Colorado, and as such is a political subdivision of the State of Colorado. It is a special district which provides fire protection, emergency medical, and rescue services as provided by law.

### **4. GOVERNING LAWS**

The Board of Directors shall comply with and be guided by applicable state laws and regulations including the Colorado Special District Act and applicable federal laws and regulations. All powers, privileges and duties vested in, or imposed upon the District by law shall be exercised and performed by and through the Board of Directors (hereinafter referred to as "Board"), whether set forth specifically or implicitly in these bylaws.

### **5. NO AUTHORITY FOR INDIVIDUAL BOARD MEMBERS**

The Board can only act through a majority vote of the Board members. Individual Board members have no power or authority to take any action or make any statement on behalf of the Board or the District. Individual Board members do not have the power or authority to direct District employees to take any action. Individual Board members shall not give directions to the Fire Chief or other District employees, except as specifically authorized by a majority vote of the Board members. In order to foster an effective and efficient line of communication between Chief Staff and the Board, communications between the Board, or individual Board members, and Chief Staff shall be directed to the Fire Chief, unless otherwise determined by a majority vote of the Board members.

Nothing in this Manual or any other District rule, policy or procedure is intended to, and shall not be construed as, prohibiting an individual Board member from exercising his/her First Amendment right to state his/her personal opinion on any matter of public concern, as long as the individual Board member does so in a manner that ensures the recipients of the individual Board member's opinions understand that the Board member is expressing his/her personal opinion and is not authorized to express, and is not expressing, the opinion or position of the Board.

### **6. DIRECTORS, OFFICERS AND PERSONNEL**

#### **a) Director Qualifications**

To qualify as a Director of the District, an individual must be an eligible "elector" of the District. To be an eligible "elector" of the District, an individual must be a registered voter of Colorado and be:

- (1) A resident of District West 1, East 2, or a member at large; or
- (2) The owner, or the spouse of the owner, of taxable real or personal property located in the District West 1, East 2, or a member at large; or
- (3) A person obligated to pay taxes under a contract to purchase taxable property.

Director qualifications must be met at the time of signing the self-nomination affidavit (or at the time of appointment by the Board, if filling a vacancy), and must be maintained through a Director's term of office in order to remain qualified to serve as a Director. A Director cannot receive compensation as an employee of the District.

**b) District Representation**

In order to effectuate fair representation within the combined district the District has designated the East Director District and the West Director District. The director district on the east of this central boundary line shall be established as the East Director District and the director district west of this central boundary line shall be established as the West Director District. There shall be two director districts established within the boundaries of the combined the fifth director position will be nominated "at-large" from within the boundaries of the combined district.

**c) Term Limits**

The Colorado Constitution prohibits a Director from serving more than two consecutive terms of office. The limitation applies only to terms that began after January 1, 1995. Term limits apply only to elected four-year terms, not to interim terms that arise by appointment to fill a vacancy or to elected two-year terms created due to a vacancy. The Colorado Constitution allows the voters to remove Director term limits. The voters of the District approved the removal of Director term limits on April 14, 1998

**d) Oath of Office**

Each member of the Board, before assuming the responsibilities of his office, shall take and subscribe to the oath of office as required by state statute. The oath shall be filed with the clerk or the court.

**e) Vacancies**

Any vacancy occurring in any office on the Board shall be filled for the unexpired term in the same manner as is provided for the election of full-term officers. Any vacancy on the Board shall be filled by appointment within 60 days of the vacancy by the remaining Directors as prescribed by statute, with or without advertisements of the vacancy at the discretion of the Board. All discussion of the selection, and the vote to select, shall be conducted in public session. The person appointed to fill the vacancy on the Board shall serve until the next regular board election.

**f) Disclosure of Conflict of Interest**

Any Director who is present at a meeting at which is discussed any matter in which that Director has, directly or indirectly, a private pecuniary or property interest shall disclose such interest to the Board. Unless such Director has given prior advance written notice to the Colorado Secretary of State and to the Board, in accordance with all statutory requirements, such Director shall refrain from advocating for or against the matter and shall disqualify himself/herself from voting on such matter.

**g) Compensation**

Each Director may receive up to \$100.00 per meeting attended up to the statutory maximum of \$2,4000 per year for directors elected after January 1, 2018. Directors shall not receive

any other compensation as an employee of the District except as may be provided by state statute. Board Members compensation shall be established by a board resolution, as governed by 32-1- 902 (3), Colorado Revised Statutes. Staff will provide for payment of Board Meeting attendance compensation on a monthly basis as a function of the Board meetings attended by each Board Member. The District will not compensate Board Members for ceremonial events such as annual festivals where no business is conducted, even if notice of such meeting was posted.

**h) Disclosure of Gifts, Property, etc.**

Any director receiving any money or loan with a value of \$25 or more, or any gift or property with a value of \$50 or more, or any payment for a speech, appearance or publication, or any tickets to a sporting, recreational, educational or cultural event with a value of \$50 or more, or the payment of reimbursement for actual and necessary expenses for travel/lodging other than from the District, shall report such money, loan, gift, or reimbursement in accordance with the provisions of the Public Official Disclosure Act, Sec. 24-6-203, C.R.S.

**i) Indemnification of directors and employees**

To the extent provided by law, the District shall defend, hold harmless and indemnify any Director, officer, agent or employee, whether elective or appointive, against any tort or liability, claim or demand, whether groundless or otherwise, arising out of any alleged act or omission occurring during the performance of duty. The District may compromise and settle any such claim or suit and/or pay the amount of any settlement or judgment rendered thereon.

1) For the purposes of this Section only, the following definitions shall apply.

i. "Employee". The term "employee means a director, officer, employee or servant (hereinafter collectively referred to as "employee") of the District, whether or nor compensated, elected or appointed. The term "employee" specifically excludes any person or organization contracting to perform services or acting for the District as an independent contractor.

ii. "Performance of Duty". The term "performance of duty" shall be interpreted as broadly as possible to include any situation in which a District employee could conceivably be deemed to be acting within the scope of employment. It shall specifically extend to all employees who are providing service on a voluntary basis or otherwise to any private, corporate, or governmental party other than the District, when doing so with the appropriate consent and authorization from the District. The term "Performance of duty" shall not include any act or omission constituting deliberate and intentional tortious or criminal conduct or malfeasance in office, or willful or wanton neglect of duty.

2) The District reserves the right to designate the attorney appointed to defend any employee in any tort or liability action instituted pursuant to this Section

3) All claims to be paid pursuant to this Section 5 shall be paid by the District or its insurer. Any judgment or settlement of a claim against the District or its employees

shall be paid in accordance with the provisions of said Governmental Immunity Act.

- 4) The District may decline to provide a defense or indemnify any employee in any of the following circumstances:
  - If the employee willingly and knowingly fails to notify the District, within a reasonable time, of any incident or occurrence which the employee might reasonably expect to result in a claim of tort liability against him or the District.
  - If any employee fails to notify the District of any notice of claim or summons and complaint served upon that employee commencing a suit for damages reimbursable pursuant to this Section 5; such notice shall be given to the District within fifteen business days of its service upon the employee.
  - If an employee fails to exercise reasonable efforts to notify the District of any claim which is informally asserted against that employee for damages reimbursable pursuant to this Section 5.
  - If an employee refuses to cooperate with an investigation or defense of any lawsuit by the District, or its insurer, or by any attorney employed by the District to furnish the defense to said employee, or any private investigator hired by the District to investigate such tort or liability claim.
  - If the District or the employee against whom a claim reimbursable hereunder is asserted has any other valid insurance, bond or indemnification plan available covering the loss or damage alleged against him, such insurance, bond or other plan will be first applied to the payment of any claim. In such event, the obligation of the District to indemnify and hold harmless the employee shall exist only for liability incurred in excess of such other coverage.
- 5) In the event of any payment made pursuant to this Section 5, the District shall be subrogated to all of the employee's rights of recovery therefore against any person or organization, and the employee shall execute and delivery instruments and papers and do whatever else is necessary to secure such rights of subrogation. The employee shall do nothing to prejudice such rights.
- 6) No assignments of indemnification shall be permitted without the written consent of the District, signed by the President, and no such assignment shall bind the District unless such written consent is given prior to assignment. If, however, the employee shall die, the benefits of this Section 5 shall be available to, and apply fully to, the employee's legal representative, but only while acting within the scope of his duties as such.
- 7) Any defense and indemnification available to an employee under this Section 5 shall continue to be available after the termination of his employment, office or tenure if the act or omission causing such liability occurred during the course of his duties while an employee of the District. Such defense and indemnification shall not be available to a former employee, however, in the event that the tort or

liability claim against him is asserted as a counterclaim or set-off in any suit brought by the employee, except the extent that the liability of such employee may exceed the amount of his own claim or suit.

The provisions of this Section shall be subject to the provisions of the Colorado Governmental Immunity Act, Sec. 24-10-101, et seq., C.R.S., and the Colorado constitution. Nothing herein is to be construed as a waiver of any immunity or defense provided by law.

## **BOARD STRUCTURE**

### **1. OFFICERS**

Annually, at the first regular Board Meeting following the biennial election of Board Members, and during the same month in the following year, the Board shall select a President, Vice President, Secretary and Treasurer for the next for the next calendar year.

#### **a) President and Chairperson**

The President shall be the chairperson and perform the duties of presiding officer at all meetings of the Board of Directors and shall carry out the resolution and orders of the Board of Directors and perform such other duties as the Board of Directors prescribes.

The President shall be the Board's liaison to the Fire Chief, and shall work with the Fire Chief to develop the Board agenda prior to each Board meeting. The President shall convey the Board's actions and directions to the Fire Chief, and shall monitor the Fire Chief's progress on Board directives and policies. The President is authorized to sign all contracts, deeds, notes, warrants and other instruments on behalf of the District, and discharge such other duties as may be required or authorized.

#### **b) Vice President**

When the President resigns or is absent or disabled, the Vice President (Vice Chair) shall perform the President's duties. When the President disqualifies himself/herself from participating in an agenda item, the Vice President shall perform the duties of the presiding officer.

#### **c) Secretary**

The Secretary shall be responsible for seeing that accurate minutes of Board meetings are kept and preserved. The secretary shall keep or cause to be kept full and accurate records of the District; shall act as secretary at meetings of the Board and record all votes; shall compose a record of the proceedings of the Board in a minute book kept for that purpose, which shall be an official record of the Board; and shall perform all duties incident to that office. The secretary shall be custodian of the seal of the District and shall have the power to affix such seal to and attest all contracts and instruments authorized to be executed by the Board.

#### **d) Treasurer**

The Treasurer shall be responsible for overseeing that appropriate financial procedures are in place, and that accurate financial records are kept. The Treasurer shall also be responsible to oversee that an annual budget is prepared and adopted pursuant to the provisions of the Colorado Budget Act.

e) **Fire Chief of Department**

The Board shall appoint a Fire Chief to serve for such term and upon such conditions, including salary, as the Board may establish pursuant to contract. The Fire Chief shall have general supervision over the administration of the affairs, employees and business of the District and shall be charged with the hiring and discharging of non-contract employees. The Fire Chief shall have the care and custody of the general funds of the District and shall deposit or cause to be deposited the same in the name of the District in such banks or savings associations as the Board may select. Job performance will be evaluated by the Board on a periodic basis.

f) **Additional Duties**

The officers of the Board shall perform such other duties and functions as may from time to time be required by the Board, by the bylaws or rules and regulations of the District, or by special exigencies, which may later be ratified by the Board; provided, however, that no director shall be employed by the District in any capacity.

g) **Selection and Tenure of Consultants**

The selection of agents, engineers, architects, accountants, special consultants and attorneys shall be made by the Board and shall be based upon the relative qualifications and capabilities of the applicants and shall not be based on political services or affiliations. Agents and consultants shall serve at the pleasure of the Board. Contracts for professional services may be entered into on such terms and conditions as determined by the Board.

h) **Committees**

The Board may create standing or ad hoc committees at its discretion. Committee motions and recommendations shall be advisory to the Board and not commit the District to any policy, act or expenditure nor may any committee direct staff to perform specific duties unless authorized by the Board.

## CODE OF ETHICS

### 1. Objectives

The Board of Directors of the District are committed to providing excellence in legislative leadership that results in the provision of the highest quality services and representation on behalf of the District's constituents. In order to assist in the government of the behavior between and among members of the Board of Directors, the following guidelines are recommended:

- a) **Respect:** The dignity, style, values and opinions of each director shall be respected.
- b) **Listening:** Responsive and attentive listening in communication is encouraged.
- c) **Representation:** The needs and desires of the District's constituents should be the priority of the Board of Directors.
- d) **Responsibility:** The primary responsibility of the Board of Directors is the formulation and evaluation of the District's services to their constituents and the overall financial direction. Matters concerning the operational aspects of the District are to be delegated to the District's Fire Chief for implementation.
- e) **Attitude:** Directors should commit themselves to emphasizing the positive, avoiding double talk, hidden agendas, backbiting and other negative forms of interaction.
- f) **Issue Orientation:** Directors should commit themselves to focusing on issues and not

personalities. The presentation of the opinions of others should be encouraged. Cliques and voting blocs based on personalities rather than issues should be avoided.

- g) **Openness:** Different viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinion. Once the Board of Directors takes action by majority vote, all Directors should support the action, and not create barriers to the implementation of such action. There should be no minority opinions or individual disagreement with the action publicly expressed once district action is taken by the Board.

## 2. **Information**

Directors should abide by the following procedures:

- a) **Clarification:** In seeking clarification on informational and policy items, Directors should directly approach the Fire Chief to obtain information needed to supplement, upgrade or enhance their knowledge to improve legislative decision making. It is preferred that such clarification is sought during board meetings, where all Directors receive the same information.
- b) **Complaints:** In handling complaints from residents and property owners of the District, said complaints should be referred to the Fire Chief. Board members should refrain from attempting to handle complaints without the involvement of the Fire Chief.
- c) **Safety:** Items related to safety, concerns for safety or hazards should be reported to the Fire Chief. Emergency situations should be dealt with immediately by seeking appropriate assistance.
- d) **Policy:** In seeking clarification for administrative policy-related concerns, especially those involving personnel, legal action, land acquisition, finances, and programming, said concerns should be directed to the Fire Chief.

## 3. **Interaction with Staff**

When approached by District personnel concerning specific District policy, Directors should direct inquiries to the Fire Chief or the appropriate staff supervisor. **The chain of command should be followed.**

## 4. **Team Effort**

The smooth working of the District is a team effort. All individuals should work together in the collaborative process, assisting each other in conducting the affairs of the District.

## 5. **Constituent Requests**

When responding to constituent requests and concerns, Directors should be courteous, responding to individuals in a positive manner and routing their questions through appropriate channels and to responsible personnel.

## 6. **Interaction with Fire Chief**

Directors should develop a working relationship with the Fire Chief wherein current issues, concerns and District projects can be discussed comfortably and openly. The Fire Chief shall not play favorites among Board Members, but shall treat all Board Members equally, and with dignity and respect.

## 7. **Board as a Whole**

Directors should function as part of the whole Board. Issues should be brought to the attention of the Board as a whole, rather than to individual members selectively.

**8. Monitoring Progress**

Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.

**9. Preparation**

Directors shall thoroughly prepare themselves to discuss agenda items at meetings of the Board of Directors. Information may be requested from staff through the Fire Chief, or exchanged between directors between meetings, within the limits of the Colorado Open Meetings Act.

**10. Staff Notes**

Information that is exchanged before the meetings shall be distributed through the Fire Chief, and all Directors will receive all information being distributed.

**11. Courtesy**

Directors shall at all times conduct themselves with courtesy to each other, to staff and to members of the audience present at Board meetings.

**12. Questions**

Directors shall defer to the President for conduct of meetings of the Board, but shall be free to question and discuss items on the agenda. All comments should be confined to the matter being discussed by the Board and avoid personal attacks and insinuations.

**13. Minutes**

Minutes shall include a summary of actions taken, including actual motions made and properly seconded, with the number of votes for and against, but shall not include the Directors voting for and against, unless a Director requests that the minutes reflect his or her vote on the motion. Minutes shall list the Directors who are absent at the meeting, with a notation of whether the absence is excused or not excused, as determined by the Board.

**BOARD MEETING CONDUCT**

Meetings of the Board of Directors shall be conducted by the President in a manner consistent with the policies of the District.

**1. Conduct Objective**

The conduct of meetings shall, to the fullest extent possible, enable directors to consider problems to be solved, weigh evidence related thereto, and make wise decisions intended to solve the problems and receive, consider and take any needed action with respect to reports of accomplishments of District operations.

**2. Public Input**

Provisions for permitting any individual or group to address the Board concerning any item on the agenda of a special meeting, or to address the Board at a regular meeting on any subject that lies within the jurisdiction of the Board of Directors, shall be as follows:

- a) **Time Limits:** The President, unless a majority of the Board objects, may allot a

maximum amount of time for each speaker and a maximum amount of time to each subject matter.

- b) **Boisterous Conduct:** No boisterous conduct shall be permitted at any Board meeting. Persistence in boisterous conduct shall be grounds for summary termination, by the President, of the speaker's privilege of address.
- c) **Allegations:** No oral presentation shall include any charges or complaints against any District employee, regardless of whether or not the employee is identified in the presentation by name or by another reference which tends to identify. All charges or complaints against an employee shall first be submitted in writing to the Board of Directors.

### 3. **Willful Disruption**

Willful disruption of any meeting of the Board of Directors shall not be permitted. If the President with the concurrence of the Directors finds that there is in fact willful disruption of any meeting of the Board, he/she may order the room cleared and subsequently conduct the Board's business, allowing only those persons who, in his/her opinion, were not responsible for the willful disruption to re-enter the meeting room before any further business is conducted.

### 4. **Abstentions**

Where a Director abstains in a vote because of a potential conflict of interest the Director shall be considered to be absent. Thus, action can only be taken by a majority of the directors' present, not counting the director(s) abstaining because of a potential conflict of interest. Directors shall not abstain from voting for any other reason than potential conflict of interest.

### 5. **Directions**

The Board may give directions which are not formal action. Such directions include the Board's directives and instructions to the Fire chief. The President shall determine by consensus a Board directive and shall state it for clarification. Should any two directors challenge the statement of the President, a voice vote may be requested. A formal motion may be made to place a disputed directive on a future agenda for Board consideration, or to take some other action (such as to refer the matter to the Fire chief for review and recommendation, etc.). Informal action by the Board is still Board action and shall only occur regarding matters which appear on the agenda for the Board Meeting during which said informal action is taken.

## **BOARD MEETING PROCEDURES**

### 1. **First board meeting of the calendar year**

At the first regular Board meeting of the new calendar year, designate the "official" posting place for 24-hour (agenda) notice of district meetings. The posting location may be the public website of the district or the physical locations designated by the district at the first regular Board meeting of the new calendar year. In order to comply with the posting of notice on the public website of the district, the notice must contain the specific agenda information, if available, not later than 24-hours prior to the holding of the meeting. A district that posts notices on a website shall provide the address of the website to the Department of Local Affairs. The district must still designate one physical location within the

district boundaries for posting in the event of an exigent or emergency circumstance which prevents posting or public access to the online webpage.

Under Colorado's Open Meetings Law, local public bodies are required to post notices (agendas) of public meetings at least 24 hours in advance of the meetings. HB 19-1087 allows local public bodies to satisfy the notice requirement by posting the agenda on a public website of the local government, at least 24 hours in advance of the public meeting. Such online posting may be in addition to or in lieu of the physical posting. A local public body that posts agendas on its website must provide the website address to the Department of Local Affairs and shall designate a public place within its boundaries at which it may post agendas at least 24 hours in advance of the meeting if it is unable to post online in exigent or emergency circumstances such as a power outage.

**2. Location**

The administrative offices of the District shall be at Front Range Fire Rescue, Colorado, unless otherwise designated by the Board. The Board shall meet at the District's Board Room, 101 S. Irene Avenue located in Milliken, Colorado. The Board, by resolution and as may be provided by law, may from time to time, designate, locate and relocate its administrative and Board meeting locations as, in its judgment, are necessary to conduct the business of the District.

**3. Regular Meetings**

Regular meetings of the Board shall be held on the second Tuesday of each month at 6:00 p.m. at the District's Board Room. In accordance with section C.R.S 24-6-402. All official business of the Board shall be conducted only during said regular or special meetings at which a quorum is present, and all said meetings shall be open to the public.

**4. Meetings open to the Public**

All meetings of the Board, other than executive sessions, shall be open to the public. Upon the affirmative vote of two-thirds of the quorum then present, the Board may hold an executive session only at any regular or special meeting and solely for the purpose of considering any of the following matters, (except that no formal action by way of adoption of any resolution, rule, regulation or policy position shall occur in executive session). Statutory Authority Must Be Cited. The specific sections of Colorado Revised Statutes authorizing Executive Sessions include the following general categories. This list is a general summary only – consult the statutes for specific details.

- §24-6-402(4)(a), C.R.S., Concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest. Exception: Not available where a member of the governing body has a personal interest in the transaction.
- §24-6-402(4)(b), C.R.S., Conferences with an attorney for the public entity for the purposes of receiving legal advice on specific legal questions. Notes: 1) Mere presence of the attorney is not sufficient; 2) State topic of the legal questions in as much detail as possible without disclosing confidential information.
- §24-6-402(4)(c), C.R.S., Matters required to be kept confidential by Federal or State law or rules or regulations (citing the specific statute or rule).
- §24-6-402(4)(d), C.R.S., Specialized details of security arrangements or investigations.

- §24-6-402(4)(e), C.R.S., Determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators.
- §24-6-402(4)(f), C.R.S., Personnel matters, identifying the person or position to be discussed. Exception: Not available for the following discussions: 1) to discuss general personnel policies; 2) if the employee who is the subject of the executive session has requested an open meeting; 3) if the personnel matter involves more than one employee and all of the affected employees have requested an open meeting; or 4) to discuss any member of the governing body or the appointment of any person to fill the office of a member of the governing body. Note: Agenda and motion must identify the employee, by name or position.
- §24-6-402(4)(g), C.R.S., Consideration of any documents protected by the mandatory nondisclosure provisions of the Open Records Act. Includes: medical records, personnel files, privileged documents, See §24-72-204(3)(a) for complete list.

## 5. **Notice of Meetings**

These bylaws shall constitute formal notice of regular meetings to Board members, and no other formal notice of regular meetings shall be required to be given to the directors, other than the permanent and temporary postings as required by law.

## 6. **Special Meetings**

In the event of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened immediate disruption of public facilities, the Board of Directors may hold an emergency special meeting without complying with the twenty-four (24) hour notice required above. An emergency situation means a crippling disaster which severely impairs public health, safety or both, as determined by the Fire Chief and Board President or Vice President in the President's absence. An emergency meeting may be called by the Board President or any two Board Members. All members of the Board shall receive notice of such meeting, as far in advance of the meeting as possible. Only items relevant and necessary to dealing with the emergency shall be considered at the emergency meeting.

## 7. **Agenda**

An agenda shall be prepared as specified for the regular and special Board meetings and shall be included with the notice of the meeting as posted 24 hours in advance of the meeting. The agenda shall include all items of business to be considered, as nearly as known at the time of the posting.

## 8. **Conduct of Business**

### a) **Quorum**

All official business of the Board shall be transacted at a regular or special meeting at which a quorum (i.e., three) of the Directors shall be present, Directors may be physically present or phone conferenced for purposes of determining whether a quorum is present. A quorum of directors must be present to conduct any district business.

### b) **Voting Requirements**

Any formal action of the Board shall require the affirmative vote of a majority of the Directors present and voting. When special or emergency circumstances materially

affecting the affairs of the District or the health, welfare, and safety of District residents and property owners so dictate, then those Directors available at the time may undertake whatever emergency action is considered necessary and may so instruct the District's employees. Ratification of the action so taken shall be entered on the minutes at the next meeting of the Board

Votes on motions, resolutions, and orders shall be taken by the Chairman stating "All in favor, say Aye" and "All opposed, say No" or other similar language at the discretion of the Chairman and which shall indicate the manner of responding to the question. Roll call votes may be taken at the request of any director, or at the direction of the Chairman. Voting for the election of officers may be conducted by secret ballot at the discretion of the Board.

**c) Order of Agenda**

The business of all regular meetings of the Board shall be transacted, as far as practicable, in the following general order, subject to modification, including additions and deletions approved by the Board:

- 1) ROLL CALL OF MEMBERS;
- 2) PLEDGE OF ALLEGIANCE
- 3) PUBLIC COMMENTS (with reasonable time limits established on the Agenda at each meeting);
- 4) CONSENT AGENDA Reading and approval of the minutes of the previous meeting; Approval of agenda; Approval of bills and appropriations as presented
- 5) STAFF REPORTS
  - a) Administration/Financial
  - b) Life Safety
  - c) Operations
  - d) Fire Chief
- 6) UNFINISHED OR OLD BUSINESS
- 7) NEW BUSINESS
- 8) BOARD REPORTS
- 9) CORRESPONDENCE
- 10) ADJOURNMENT

**d) Motions, Resolutions, or Orders**

Actions of the Board necessary for the governing and management of the affairs of the District, for the execution of the powers vested in the District, and for carrying into effect the provisions of Article 1 of Title 32, C.R.S., as amended, shall be taken by the passage of motions, resolutions, or orders, as may be appropriate. All such formal action shall require the majority vote of the quorum present.

**e) New Business**

Only those items of business listed in the call for the special meeting shall be considered at the special meeting.

## 9. **Parliamentary Determinations**

The Presiding Officer shall preserve order and decorum and shall decide questions of order subject to appeal to the Board. Roberts Rules of Order shall be utilized only as a guideline for matters coming before the Board; provided, however, that no action, formal or informal, shall be set aside due to any irregularity or noncompliance with Roberts Rules of Order. The Chairperson shall make all rulings with respect to procedural issues, and shall have a vote on each issue coming before the Board

### a) **Call for Question**

A "call for question" shall be deemed a non-binding request that the presiding officer close debate and bring a motion to an immediate vote. The presiding officer may choose to continue discussion of the issue.

### b) **Motion to Close Debate**

The "motion to close debate", if seconded, shall be a non-debatable motion, and shall have precedence over any other motion except for a parliamentary inquiry, or a motion to adjourn. Should the "motion to close debate" pass by a majority vote, the presiding officer shall thereafter immediately call the question on the pending motion.

### c) **Reconsideration (Same Meeting)**

Any director that voted on the prevailing side on a motion on an agenda item may move to reconsider that item at the same meeting. If seconded by any other director and passed by majority vote, the effect of the motion is to vacate the earlier motion such that a new motion may be debated. The Board should not reverse a decision where the audience that provided public input to the initial action have departed.

### d) **Reconsideration (Subsequent Meeting)**

Any two Directors may request that an item resolved at an earlier meeting be added to the agenda of a subsequent meeting. The Presiding Officer may reject this request if no new information is presented to warrant further debate.

### e) **Motion to Continue**

Any Director may move that an item be continued to a specific future Board Meeting even if a main motion is pending consideration. If such a motion is seconded and passed all consideration on that item is halted until the subsequent meeting.

### f) **Motion to Table**

Any Director may move that an item be tabled for an indefinite time even if a main motion is pending consideration. If such a motion is seconded and passed all consideration on that item is halted until the director requests consideration on a subsequent agenda.

## **FINANCIAL ADMINISTRATION**

### 1. **Fiscal Year**

The fiscal year of the District shall commence on January 1 and end on December 31 of each year.

### 2. **Budget**

On or before October 15 of each year, the Board's designated Budget Officer shall prepare and submit to the Board a proposed budget for the ensuing fiscal year. Such proposed

budget shall set forth the aggregate figures of the budget in such manner as to show the balanced relations between the total proposed expenditures and the total anticipated income or other means of financing the proposed budget for the ensuing fiscal year, as contrasted with the corresponding figures for the last completed fiscal year and the current fiscal year. It shall be supported by explanatory schedules or statements classifying the expenditures contained therein by services, subjects and funds. The anticipated income of the District shall be classified according to the nature of receipts.

**3. Notice of Budget**

Upon receipt of such proposed budget, the Board shall cause to be published a notice that the proposed budget is open for inspection by the public at the business office; that the Board will consider the adoption of the proposed budget on a certain date; and that any interested elector may inspect the proposed budget and file or register any objections thereto at any time prior to its final adoption.

**4. Adoption of Budget**

On the day set for consideration of such proposed budget, the Board shall review the proposed budget and thereafter revise, alter, increase or decrease the items as it deems necessary in view of the needs of the District and the probable income of the District. The Board shall thereafter formally adopt the budget setting forth the expenditures to be made in the ensuing fiscal year. The Board shall provide for sufficient revenues to finance budget expenditures.

**5. Filing of Budget**

Within 30 days of adoption of the budget, the Board shall cause a certified copy of such budget to be filed with the Division of Local Government in the Department of Local Affairs.

**6. Appropriating Resolution**

At a meeting held no later than December 31 each year, the Board shall enact a resolution making appropriations for the ensuing fiscal year. The amounts appropriated shall not exceed the amounts established in the adopted budget.

**7. No Contract to Exceed Appropriation; Contract Authorization**

The Board shall have no authority to enter into any contract, or otherwise bind or obligate the District to any liability for payment of money for any purposes, for which provision is not made in an appropriation resolution, including any legally authorized amendment thereto, in excess of the amount of such appropriation for that fiscal year. Any contract, verbal or written, contrary to the terms of this sub-section shall be void ab initio, and no District funds shall be expended in payment of such contracts, except as provided in the following sub-section.

The Board shall approve all capital expenditures that exceed 100,000.00. The Board shall grant the Fire Chief the authority to purchase routine supplies, services, and equipment that does not exceed the appropriated budget funds. The Fire Chief may delegate direct purchasing to a staff member.

**8. Annual Audit**

The Board shall cause an annual audit to be made of all financial affairs of the District through December 31st of the prior fiscal year. A copy of the audit report shall be maintained in the District office as a public record for public inspection at all reasonable times. The treasurer shall ensure a copy of the audit report is submitted to the State Auditor pursuant to statutory

requirements, within thirty days following receipt of the audit.

**9. Checks**

Each check issued on behalf of the District in excess of \$50,000.00 shall be specifically approved by the Board unless the expenditure was approved by the adopted budget. Use of electronic signature facsimiles may be authorized by the Board.

**10. Corporate seal**

The seal of the District shall be a circle containing the name of the District and shall be used on all documents and in such manner as seals generally are used by public and private corporations. The secretary shall have or delegate custody of the seal and shall be responsible for its safe keeping and care.

**11. Bidding and Contracting Procedures**

Except in cases in which the District will receive aid from a government agency, a notice shall be published for bids on all construction contracts for work or material, or both, involving an expense of \$60,000.00 or more. The District may reject any and all bids. If it appears that the District can perform the work or secure material for less than the lowest bid, it may proceed to do so. If possible, at least three quotes shall be obtained for work or material, or both, involving an expense less than \$60,000.00. The purchase of fire equipment, apparatus, and vehicles shall be exempt from these bidding and contracting procedures provided, however, that the Board may adopt specific policies with respect to the purchase of such equipment, apparatus, and vehicles.

A Notice or Invitation to bid shall be published in a newspaper of general circulation within the District boundaries pursuant to state statute. The Notice will request sealed proposals for the construction to be done, or for the materials needed. The specifics of the contract will be stated; where and when the plans and specifications may be examined; and the time and place the sealed proposals will be opened and publicly read.

The Board retains the right at all times, in its sole discretion, to reject any or all proposals; determine the proposal and subcontractors that will serve the best interests of the District; and determine the proposal and subcontractors which are most responsible to perform the work.

Bids must be accompanied by an acceptable bidder's bond, or a certified check payable to the District, in an amount equal to 5% of the bid. If within the time designated in the Notice of Award, the Contract is not executed, and, if required, Payment and Performance Bonds and Certificates of Insurance are not provided, the District shall keep the bid bond as liquidated damages, and assess such other damages as the District may determine.

Payment and Performance Bonds are required for all construction contracts over \$50,000.00; and shall be discretionary with the Board for contracts which are under that amount.

Ten percent of all pay estimates shall be withheld during the construction until 50% of the contract work has been performed; thereafter, no additional sums shall be withheld if satisfactory progress is being made. For any exceeding \$80,000.00, the contractor may deposit acceptable securities in lieu of such retained amounts in accordance with law. (Section 24-91-103, C.R.S.)

**12. SEVERABILITY**

If any provision of these Bylaws or the application thereof is held invalid, such invalidity shall not affect the provisions or applications of these Bylaws which can be given effect without the invalid provision or application. To this end, the provisions of these Bylaws are deemed severable.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2020 by the Board of Directors of the Front Range Fire Rescue Fire Protection District.

**FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT**

By \_\_\_\_\_ President

ATTEST:

\_\_\_\_\_  
Secretary



## OLD BUSINESS ITEM #3 MARCH 5, 2020

**Submitted by B.Covillo**

### **EXECUTIVE SUMMARY**

The remodel of station 2 has endured some additional cost that was not anticipated during the bid process.

### **BACKGROUND**

During the design development phase of the project, our intent was to have some of the brick exposed in the living space. Once the wall was demoed the contractor discovered a masonry finish on the brick. Also, Director Young observed that the mortar on the north side of the station need some attention. Also, an existing window on the north side was left off of the plans. The window must be enclosed because the cabinets will cover this window. The layout of the kitchen was not working well as the contractor also discovered the chimney was going to impact the placement of the refrigerators. Staff worked with the contractor and a new kitchen layout was agreed upon. We also wanted to add a cabinet in the copy room to accommodate supplies since we reduced the number of cabinets by the copier to accommodate a plan plotter that we received under a donation. Staff requested a price to make these change.

### **ASSOCIATED STRATEGIC GOALS**

#### **FACILITIES AND CAPITAL CONSTRUCTION.**

**GOAL 3** We will value our entrusted resources through preventative maintenance, collaborative forecasting and data-based planning.

**OBJECTIVE 3A**, evaluate current facilities versus staffing to ensure that members are provided with appropriate living and working spaces to meet their needs and comply with applicable regulations and/or standards.

### **FINANCIAL OR ECONOMIC IMPACTS**

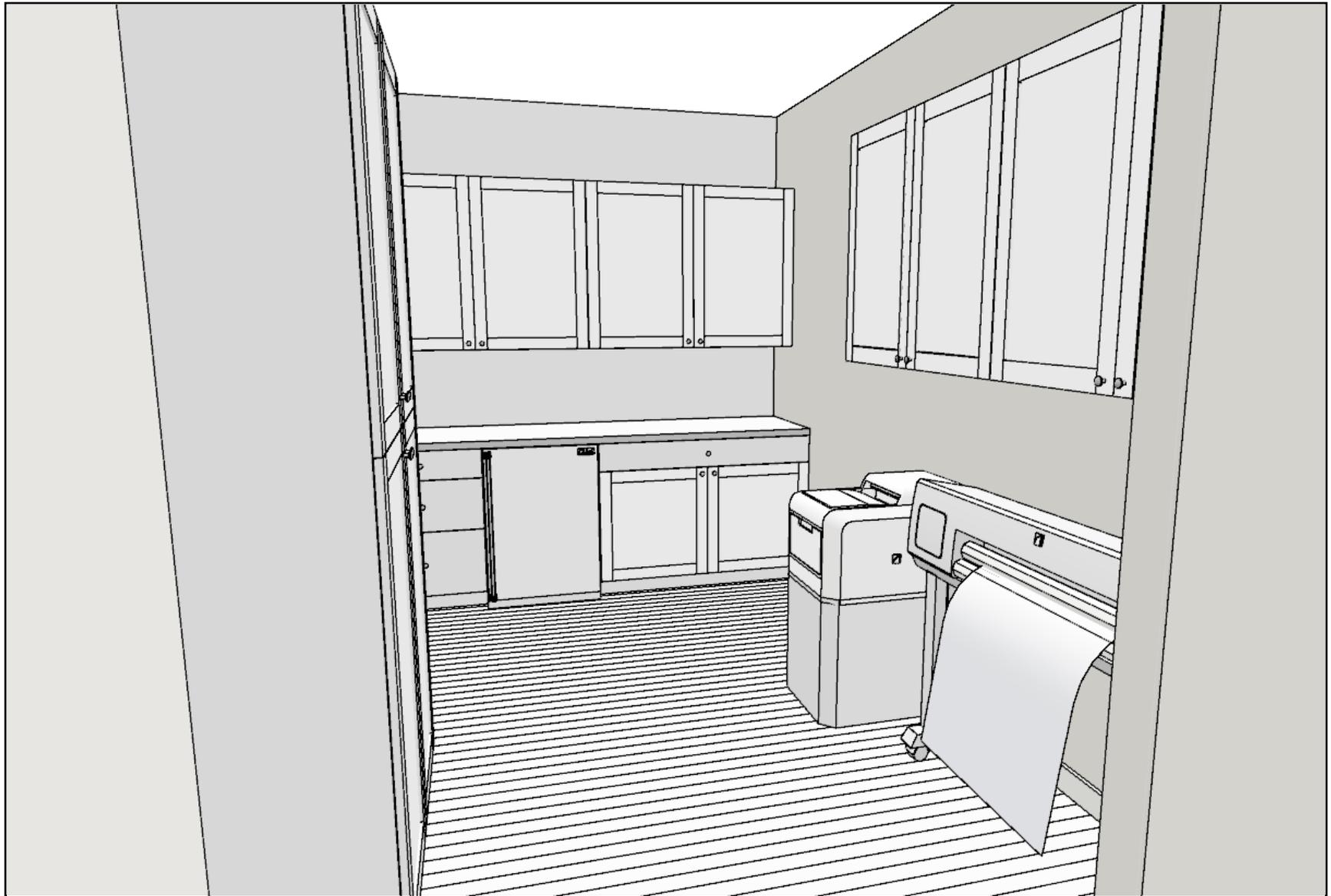
*The attached change order was necessary to execute to cover the changes. Total change order \$39,250.00*

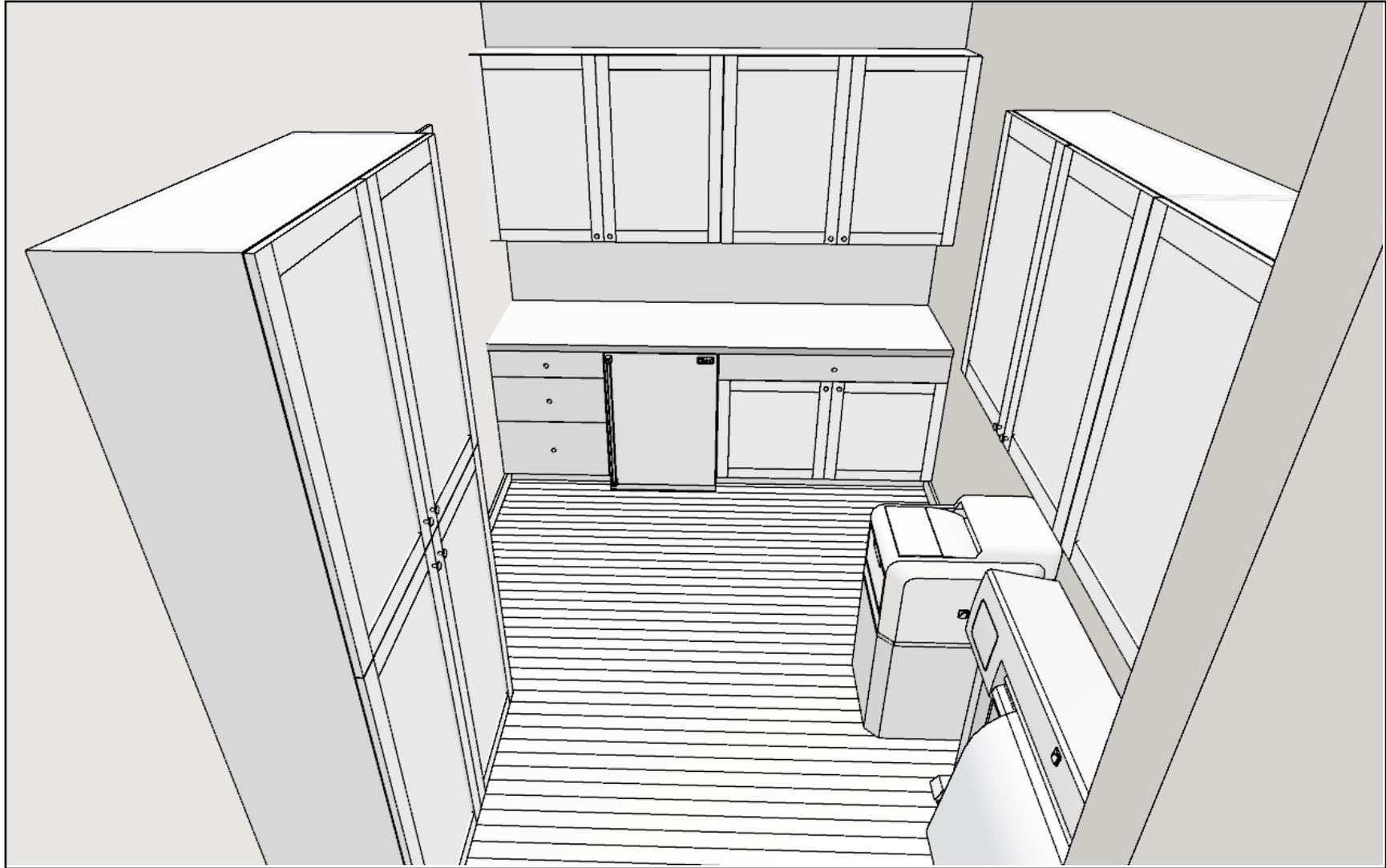
### **ADDITIONAL INFORMATION**

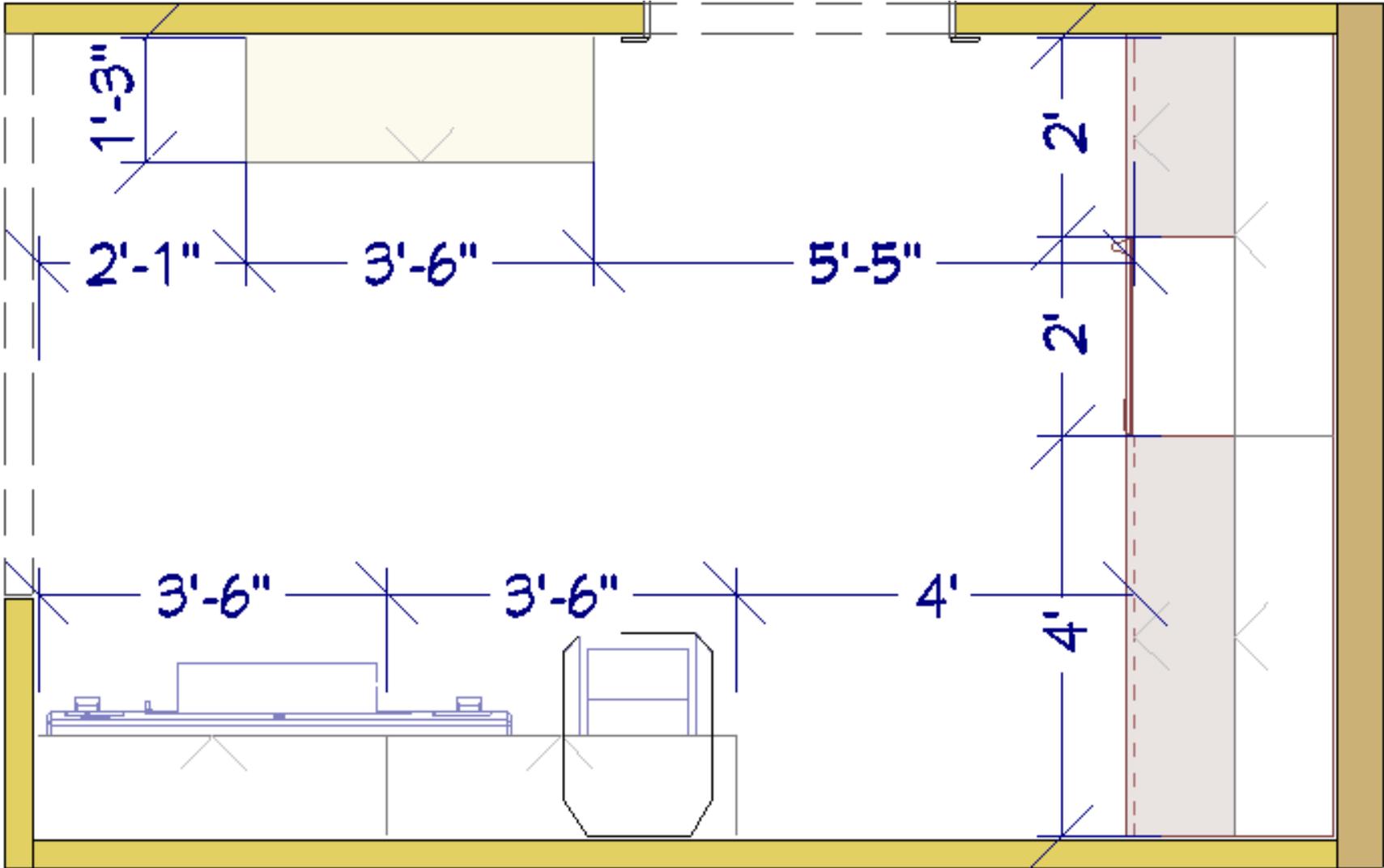
See H3 Change orders and drawings. Staff reviewed the change orders with the Fire Chief prior to signing the documents. The Fire Chief recommended staff to sign the change orders since funds have been allocated in the contingency line item of the Capital Budget and to keep the project on schedule.

### **STAFF RECCOMENDATION AND ACTION PROPOSED**

Staff is providing this information to keep the Board informed of changes that were necessary to keep the project progressing. Also, that contingency funds have been used to cover the necessary changes.









## Change Order

**Owner Info**

####Phase 3 Milliken FS  
108 South Irene Ave  
Milliken

**Job Info**

**Change Order ID**

0002

### 1063 Phase 3 Milliken Fire Station

CO ID	Created / Approved Date	Price
0002	Created: Feb 17, 2020	\$34,700.00

Description
Brick Work

Cost Code	Title	Description	Qty/Unit	Unit Cost	Price
4250 - Masonry labor		Angle Iron, demo and close 1 window, includes material	1.00	\$2,400.00	\$2,400.00
4250 - Masonry labor		Patching of all exterior walls, includes renting a forklift and all material	1.00	\$12,000.00	\$12,000.00
4250 - Masonry labor		Cutting a pocket beam where the old existing staircase was, and building a column of bricks for support	1.00	\$1,560.00	\$1,560.00
4250 - Masonry labor		Angle iron and brick work for door to new porch	1.00	\$1,575.00	\$1,575.00
4250 - Masonry labor		2x Showcases upstairs	1.00	\$2,090.00	\$2,090.00
4250 - Masonry labor		Demo of concrete off of existing brick wall from doorway to east wall	1.00	\$15,075.00	\$15,075.00
					<b>\$34,700.00</b>

Status	Signature	Date
Approved by: <i>Ronnie Covillo</i>		<i>02.20.2020</i>

Approval Comments
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**Please Note:** A signature of Approval OR Electronic Acceptance is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER:

\$34,700.00



## Change Order

<b>Owner Info</b>	<b>Job Info</b>	<b>Change Order ID</b>
####Phase 3 Milliken FS 108 South Irene Ave Milliken		0003

### 1063 Phase 3 Milliken Fire Station

CO ID	Created / Approved Date	Price
0003	Created: Feb 17, 2020	\$4,550.00

Description
Cabinets

Cost Code	Title	Description	Qty/Unit	Unit Cost	Price
5400 - Cabinets and vanities		Pantry cabinet in copy room	1.00	\$1,820.00	\$1,820.00
5400 - Cabinets and vanities		New cabinet configuration in Kitchen	1.00	\$2,730.00	\$2,730.00
					<b>\$4,550.00</b>

Status	Signature	Date
Approved by:		02/20/2020

Approval Comments

**Please Note:** A signature of Approval OR Electronic Acceptance is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER: \$4,550.00

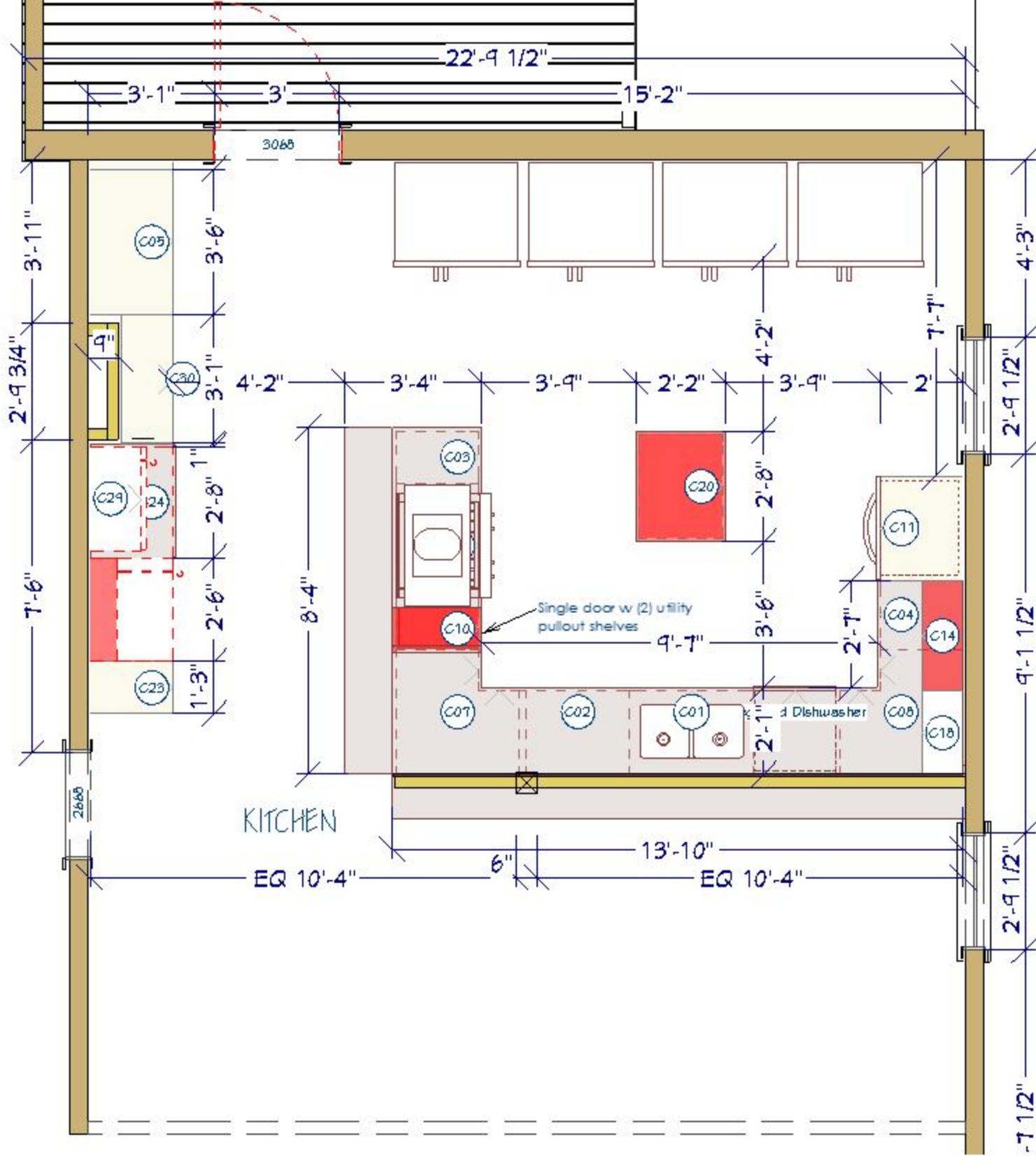














# CORRESPONDENCE-FEBRUARY MARCH 10, 2020



# The Johnstown Breeze

Serving the Johnstown/Milliken area since 1904



*The family of  
Dianne Sullivan  
wants to thank  
you very much  
for the wonderful  
care you, her  
caregivers, gave  
her.*

*Elaine Ploss  
Michelle Ploss  
Krystal Sullivan*

## Windsor-Severance Fire and Rescue

## Front Range Fire and Rescue

I wanted to take a moment and thank you for the services provided to my sister, Dianne Sullivan. I believe she was transported by your crews six or seven times, over the 3 years that she resided with us in Colorado. She passed away last Monday, Presidents Day.

I don't know if you remember, but your crews were kind enough to let me come out and talk to them about Ehlers-Danlos Syndrome. My sister, her daughter and I all suffer from EDS, but Dianne's case was severe. Unfortunately, it falls under the category of an "Invisible Disease" and a large majority of the medical field are unaware of this disorder. My mother and I are both nurses, and yet we had never heard of EDS until my niece ( and subsequently nine others in our family ) were diagnosed. Dianne, unfortunately, had extensive experience with people thinking that she was exaggerating her pain, frequent dislocations, poor healing, and poor medication metabolism. This is something that we have battled with all of her life, and it has been an uphill battle advocating for her. Sadly, many persons with EDS become so used to being 'Labeled' within the system as "frequent flyers", "drug seeking" or "attention seeking" that they delay or put off seeking medical care that they so desperately need. This was the case for us while she lived in Iowa and then Tennessee.

I wanted to stress how much you all made a difference in our lives. Those talks let my mother have some comfort that all of you were open to learn about the disorder instead of dismissing it. She used to worry about when Dianne was transported because EDS made her joints dislocate easily, skin shear without much contact, and she was notoriously difficult to start an IV on because our veins blow or roll. ( Dianne would always tell people that the Mayo Clinic had the record for most attempts for IV or blood draw attempts when she was dehydrated- 43; she never worried because your crews seemed to be able to start one every time. ) Dianne's POTS led to her frequent falls and head injuries. It gave me piece of mind, because I knew that she trusted in your abilities, and conduct- I didn't have to battle with her every time we needed a transport to the hospital. It allowed her to relax, and not be on the defensive about her condition. It kept me from having to haul out my emergency go bag with all of my EDS documentation and articles- it let me focus on her.

Most of all, it was the fact that she was always treated with respect, professionalism, and compassion. Unfortunately, a lot of people with EDS suffer from depression, chronic pain and something we call " Medical PTSD ". Too many of them do not get proper treatment, and stop reaching out for the help that they so desperately need. The wonderful job that you all did with her over these last three years made life a little easier for all of us. Thank you.

Michelle Ploss  
Elaine Ploss  
Krystal Sullivan

## SOUTH METRO FIRE RESCUE

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January 17, 2020

Mike West, Fire Chief  
Front Range Fire Rescue  
100 Telep Ave  
Johnstown, CO 80534

Dear Chief West,

On behalf of South Metro Fire Rescue, I want to sincerely thank you for standing alongside us as we celebrated the life of South Metro's Fallen Chief Troy Jackson on December 20<sup>th</sup>, 2019. Your presence and participation in the procession not only honored Troy and South Metro Fire Rescue, it also provided great strength to his family.

The outpouring of support we have received since Troy's passing has been a very humbling experience and an inspiration to all of us here at South Metro Fire Rescue. We will forever be grateful.

Thank you again for the honor you have given Troy and his family.

Sincerely,

A handwritten signature in black ink that reads 'Bob Baker'. The signature is written in a cursive style with a large initial 'B'.

Bob Baker, Fire Chief  
South Metro Fire Rescue