

Carbondale & Rural Fire Protection District
Meeting of the Board of Directors
August 10, 2016
5:30 p.m.

Agenda

- A. Call to order & roll call
- B. Changes to Agenda
- C. Consent Agenda
 - 1. Approve Previous Minutes
 - 2. Current Bills & Balances
- D. Persons Present Not on the Agenda
- E. Staff Reports
 - 1. Sewell Mesa Fire Report, Ron Leach
 - 2. Staff Planning Meeting Update, Ron Leach
 - 3. Discussion Regarding Proposed IGA with Town of Carbondale/Fire Inspections, Eric Gross
 - 4. Discussion Regarding Proposed IGA with Town of Carbondale/Tick Ridge Repeater Site, Eric Gross
 - 5. Other
- F. Financial Report
 - 1. Resolution 2016-006, Resolution Supporting the Grant Application for a Grant from the Garfield County Federal Mineral Lease District, Ron Leach
 - 2. 2017 Budget, Ron Leach
 - a. Appoint Budget Officer
 - 3. Other
- G. Old Business
 - 1. Other
- H. New Business
 - 1. Other
- I. Adjourn

CARBONDALE & RURAL FIRE PROTECTION DISTRICT

MINUTES OF THE MEETING

BOARD OF DIRECTORS

CARBONDALE FIRE HEADQUARTERS

JULY 13, 2016

The Board of Directors of the Carbondale & Rural Fire Protection District met for their regular meeting on July 13, 2016 at the Carbondale Fire Headquarters/Training Building.

President Gene Schilling called the meeting to order at 5:31 p.m. Directors present were Mike Kennedy, Louis Eller and Tom Adgate. Also present were Jenny Cutright, Frank Nadell and Jake Spaulding. Director Carl Smith joined the meeting via telephone at 5:32 pm.

CHANGES TO AGENDA

There were no changes to the agenda.

CONSENT AGENDA

The items on the consent agenda were:

- Approve the Regular Meeting Minutes of June 8, 2016
- Approve Current Bills and Balances

MOTION: made to approve the consent agenda. It carried and passed 4-0.

PERSONS PRESENT NOT ON THE AGENDA

No members of the public had any comments.

STAFF REPORTS

Staff Planning Meeting Update

Jenny Cutright said there was not a planning meeting in June due to a number of lightning strikes and fires in the District that evening.

Gene Schilling suggested moving the monthly planning meeting to the staff's regular daytime planning meeting. He said there have been no members of the public in attendance since the meetings began 6 months ago.

Discussion regarding the planning meetings followed. It was noted that the Board would like the public to be made aware of the new meeting time. The Board verbally agreed to change the planning meeting to one of the Wednesday staff meetings.

FINANCIAL REPORT

2017 Budget Jenny Cutright reviewed the current income statement. She said that 74% of the budgeted revenues have been collected. She added that wages are 2.4% under budget and the expenditures are 3% under budget.

NEW BUSINESS

Colorado Department of Public Health and Environment (CDPHE) Grant Jenny Cutright said that the District was awarded a grant of \$20,453 for one power cot and loading system. She added this is a 50% matching funds grant. Carl Smith said that there was \$1.8 million in grant requests that weren't funded. Carl Smith said that Jenny Cutright and Rob Goodwin did a great job securing the grant and should be commended for their work.

Wildfire Situation Jake Spaulding said a tender was sent to the Beaver Creek Fire on June 23. He said the crew was there for 10 days doing night operations. He said they also helped rescue a citizen with a femur and pelvic fracture. Jake Spaulding said that the crew learned a lot and did a number of burnouts and back burns.

Jake Spaulding said that the fire is in a beetle kill area. He added that this is one of the first years Colorado is seeing fires in beetle kill. Jake Spaulding said the District was requested for both incidents but declined the assignment. He said that the chiefs are not prepared to send any equipment out of the district right now due to the high wildfire danger in the area.

Jake Spaulding said a new fire started near Sylvan Lake. He said that the smoke is visible in Ruedi Canyon. Gene Schilling said that if that fire needs assistance, it may be one that the chiefs consider sending equipment to, as it is local.

Jake Spaulding said that the season staffing patrols have started. He said there have been red flag warnings, low humidity and fuel moistures are going down. He said the threat of a large fire increases every day that there isn't moisture.

Louis Eller asked if there were any burn bans in place. Jake Spaulding said that there are no burn bans in place at this time, but when people call to burn, they are told that it is very dry and we request they don't burn now.

Modular Sale at H Lazy F Update Mike Kennedy reviewed the history of the modular. He said that before a unit can be sold in the park, the park manager has to inspect of the outside to make sure it is up to standards. The manager provided a list of repairs that are needed before the unit can be sold.

Mike Kennedy said that the realtor estimated being able to sell the trailer for about \$90,000. He said that she has a 6% commission. He said that the repairs needed could be done by staff but they may not be done quickly due to staff's workload. Mike Kennedy said that the park manager told someone that the modular may be for sale soon and they contacted him. They are interested in purchasing the modular as is. The park manager said that they could do the repairs as long as it

is in the contract that they would do the specific repairs by a certain date. He added that the park has already approved their application. He said that they offered \$82,000 for the unit.

Mike Kennedy said that he estimated the cost of the repairs needed, including the fence that needs to be replaced to separate the unit from the fire station. He said that he estimates \$5,000-\$6,000 for the repairs, \$5,600 for the commission and at least 2 months of lot rent before it could be sold which totals \$10,700. He said that if the unit sold for \$90,000, the District would net \$81,300.

Mike Kennedy said the prospective buyers could close in two to three weeks. He said that he would prepare the contract at no cost to the district. The only other expense would be the tax authentication.

Discussion regarding the possible sale and fence followed. Carl Smith suggested that Mike Kennedy negotiate a fair price. It was noted that the district will still need to repair the fence. Eric Gross said that the Board of Directors can authorize Mike Kennedy to negotiate with a 'not go below' price.

MOTION: made to accept a sale price of no less than \$82,000 and to authorize Mike Kennedy to negotiate the final price. Discussion followed. The motion was amended to:

MOTION: made to accept a sale price of no less than \$82,000 and to authorize Mike Kennedy to negotiate the final price and prepare the contract. It carried and passed unanimously.

MOTION: made to adjourn the Board of Directors meeting at 6:04 p.m. It carried and passed unanimously.

Respectfully submitted,

Jenny Cutright, Recording Secretary

Gene Schilling, President

Deputy Chief Operations Report August 2016

Responses 2016 –

As of July 31, 2016 we responded to **710** calls for service.

- 363 EMS calls including 57 motor vehicle accidents.
- 41 Fire responses. These include all fire calls, gas leaks, spills, CO responses, etc.
- 100 Fire alarm responses
- 146 Service and Good Intent responses. These include smoke/odor checks, citizen assist, cancelled enroute etc.
- Special Event coverage.

Response Comparison – Month

- July 2016 - **146**
- July 2015 - **111**
- July 2014 - **109**
- July 2013 - **138**

Response Comparison - YTD

- 2016 - **710**
- 2015 - **675**
- 2014 - **611**
- 2013 - **697**

EMS Transports – YTD

- 2016 - **234**
- 2015 - **265**
- 2014 - **227**
- 2013 - **278**

EMS Non-Transports - YTD

- 2016 - **129**
- 2015 - **96**
- 2014 - **105**
- 2013 - **104**

ALS Calls – YTD
102

BLS Calls – YTD
132

ALS Calls – July
13

BLS Calls –
14

Fire Calls – July

Structure Fires
1

Wildland Fires
4

Vehicle Fires
0

False Alarms
17

Fire Calls – YTD

Structure Fires
41

Wildland Fires
14

Vehicle Fires
4

False Alarms
100

Concurrent Calls –

July
9 times (total of 19 calls)

YTD
39 times (total of 85 calls)

Incident Response

July has been a very busy month of incident response, EMS standbys and special events. On the Friday of Mountain Fair, CRFPD responded to a wildland fire 5 miles south of Carbondale on Sewell Mesa. This fire was potentially very dangerous due to extremely dry conditions that have persisted well into this summer season. Fire behavior was very active and the initial push of this fire threatened approximately 100 homes in the Seven Oaks and Red Dog Road subdivisions. Additionally, the KOA campground was evacuated and approximately 42 people were sheltered at Roaring Fork High School until 10:00 p.m. on Friday night.

The CRFPD crews that responded requested mutual aid from almost every surrounding fire department in the Roaring Fork Valley including Basalt Fire, Glenwood Springs Fire, Aspen Fire and Snowmass Fire. The Upper Colorado River Interagency crews responded along with the local US Forest Service (Jim Genung). CRFPD ordered multiple aircraft including one Type III helicopter, one Type I helicopter and a Single Engine Air Tanker (SEAT). In addition to these resources, two 20 person hand crews were requested and responded to the incident. The Pitkin County Incident Management Team (IMT), Pitkin County Sheriff's Office, Colorado State Patrol (CSP), Colorado Department of Transportation (CDOT) and Holy Cross Electric provided valuable support as well. All of the resources mentioned here continued to work on this fire for the next three days with the exception of the air resources which were kept on stand-by if needed.

The work done by these people and resources stopped the initial fire movement to the south, (especially the CRFPD crews and SEAT) and then again when a change in wind direction directly threatened a home on the north end of Sewell Mesa, retardant drops by the SEAT along with bucket drops from the Type III helo and firefighters on the ground saved the home. The fire also burned on the steep hillside directly across from the KOA campground, slopping over and in some areas burning all the way down to Hwy 133. The fuels on the hillside consisted of Pinion/Juniper and Gambel Oak that exhibited very impressive torching of groups of trees and threatened to drop burning embers into the campground and possibly the Seven Oaks subdivision.

During the fire on Friday, CRFPD responded to 7 additional calls for service, mostly EMS calls related to the Fair. The district incident response continued throughout the weekend with a total of 16 calls for service in addition to the Sewell Mesa fire. Finally, there were no injuries to any civilians or responders during the weekend.

Seasonal Staffing

The additional staff that was on duty during the Mountain Fair weekend and Sewell Mesa fire were invaluable to our ability to operate safely. Additional staff were also brought in for the weekend in anticipation of the busy weekend. The IA crew was the first crew that accessed the Sewell Mesa fire along with a deputy chief. This was very important in the early phases of this fire as these people were able to perform initial attack and develop a good size-up of the fire along with early resource ordering of mutual aid and air resources.

CRFPD Community Outreach/Education/Events

- Horse Shows – Strang Ranch 4-6 times per month
- Carbondale Rodeo each Thursday
- Polo Matches – Aspen Equestrian Estates 2-3 times per week
- Free Blood Pressure Checks – Carbondale Farmer’s Market (Paul Herr, every Wednesday)
- Carbondale Independence Day Parade
- Redstone Independence Day Parade
- Redstone Independence Day Water Fights – Redstone Blvd
- Carbondale Mountain Fair

Projects, Outreach, Other stuff –

- Coordinating scheduling program for paid staff and volunteers
- Regular staff planning meetings
- 2016 Budget Planning
- Seasonal Staffing Program – Ongoing management and scheduling
- Standard of Cover and Risk Analysis Document with Gavette - development
- Monthly planning meeting
- Incident response in district
- Building Pre-Planning Program development
- ISO survey planning
- Turnout gear distribution and reorganization

Respectfully submitted
Rob Goodwin
Deputy Chief



Board of Directors Report

Bill Gavette, Deputy Chief

August 2016

Completed Plan/Code Reviews

- DD Investments - Accessory Structure, Garfield County
- Carbondale Middle School – Remodel, Town of Carbondale

Pending/On-going Plan/Code Reviews

- Woody Creek Distillers - Barrel Storage, fire protection systems, Garfield County
- Stein Rezoning, Town of Carbondale
- Thompson Park Subdivision, Parcel 2, Town of Carbondale

Inspections

- Cole, wildfire mitigation, Garfield County
- McWilliams, wildfire mitigation, Garfield County
- Iron Rose Ranch – CR 118, fire safety, Garfield County
- CRMS Lodge Dorm, fire sprinkler rough-in, Garfield County
- MRI - Maintenance Facility, construction inspection, Garfield County
- Columbine House, general inspection, Town of Carbondale
- Third Street Center, general inspection, Town of Carbondale
- 1010 Garfield Avenue, fire alarm, Town of Carbondale
- Heritage Park, general inspection, Town of Carbondale

Other Projects

- Garfield County 800 MHz radio system programming
- Garfield County Fire Code
- Station Tour, Crystal River Elementary School, Summer Program
- Basalt/Carbondale Automatic Aid

Carbondale & Rural Fire Protection District

300 Meadowood Drive • Carbondale, CO 81623 • 970-963-2491 Fax 970-963-0569

Board of Directors Training Program Report

August 2016

July Training:

- July 6th, Rope Rescue Training by Sauvey and Ball
- July 9th Rope Rescue Scenarios in the Field by Sauvey and Gavette
- July 18th, EMS Spinal Immobilization and Splinting by Wagner
- July 25th EMS Trauma Assessment by Kroesen

July Highlights:

- One member completed a Swift Water Rescue Technician course by Basalt Fire.
- Five members completed a 2 day EMS Trauma Course by Professional EMS Education of Grand Junction.
- Three members completed testing for Hazardous Materials Operations certification.

Certification Management:

- I assisted one member in the renewal of his Colorado EMT Basic certification.
- I assisted two members with trying to meet the renewal requirements for their lapsed EMT Basic certifications.
- All training records, EMS continuing education credits and Firefighter Job Performance requirements (JPRs) records are up to date through the end of the month.

Training Hour Totals:

- 10 individual trainings were conducted throughout the month of July.
- Total man hours of training for July 2016 = 202 hours
- Total Man Hours of training in 2016 through July 31st =2895 hours

Respectfully submitted,

Deputy Chief/ Training Officer Frank Nadell

July 2016 maintenance report

- Prep for Redstone water fights
- Modify hood brush 81
- Tear down of pump brush 81
- Rebuild pump and transmission brush 81
- Lawn care
- Change oil A84
- Work on AC unit on a81
- Hose test
- Work on AC unit ops sleeping Quarters
- Clean maintenance bay and Ladder 81 Bay
- U81 oil change
- New tire brush 81
- Repair flapper valve in admin bathroom
- Prep trailer for mountain fair
- Replace filter housing in command trailer
- Hose test E83
- Hose test E82
- Air conditioner problem on admin. Repaired
- Air filters changed intake air Economizer
- Cage issue L81
- Set up for mountain fair
- Wildland fire Sewell mesa
- End of report

7/31/2016

Interest Rate

General Fund

Alpine Checking	724,217.69	0.00%
Alpine Money Market Fund	1,262,883.90	0.01%
TOTAL	\$ 1,987,101.59	

Capital Projects Fund #1

Alpine Checking	13,493.60	0.00%
Alpine Money Market Fund	\$ 747,173.13	0.01%
Alpine Impact Fee Fund	\$ 38,464.69	0.01%
Alpine Loan Fund Money Market	\$ 595,679.10	0.01%
TOTAL	\$ 1,394,810.52	

Bond Fund

CSafe	\$ 115,364.03	0.55%
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Pension Fund

FPPA	\$2,068,935.28
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Ambulance Billing Report - July 2016

Cash Collected on Accounts	\$ 19,854.69
New Accounts Billed	\$ 28,094.80
Medicare Assignments (Write-Offs)	\$ 5,463.95
Medicaid Write-Offs	\$ 3,187.70
Other Write-Offs	\$ 1,821.69
Amount Sent to Collections	\$ 2,351.40

Aging Report

<u>0-30 Days</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>>90 Days</u>
\$31,100.37	\$15,101.28	\$9,797.65	\$52,743.04

Checks Issued Between Board Meetings

General Fund

Payroll	\$47,550.46	Payroll	7/15/16
Internal Revenue Service	\$13,091.47	Federal Withholding	7/15/16
Colorado Department of Revenue	\$2,643.00	State Withholding	7/15/16
Fire & Police Pension Association	\$14,406.91	Pension/457/Death & Disability	7/15/16
Aloha Mtn Cyclery	\$1,990.00	Bike Helmets for Mtn Fair	7/15/16
Payroll	\$43,981.83	Payroll	7/29/16
Internal Revenue Service	\$11,197.92	Federal Withholding	7/29/16
Colorado Department of Revenue	\$2,286.00	State Withholding	7/29/16
Fire & Police Pension Association	\$13,827.56	Pension/457/Death & Disability	7/29/16

Capital Projects Fund

none

Miscellaneous Income

7/1-7/31

General Fund

Special Event Billing	\$2,169.60
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Capital Projects Fund

none

Carbondale & Rural Fire Protection Dist

AP Check Register (Current by Bank)

Check Date: 8/10/2016

Check No.	Date	Status	Vendor ID	Payee Name	Amount
BANK ID: ALPINC - ALPINE BANK - CHECKING					1122
35568	08/10/16	P	ACE	Ace Hardware	\$384.99
35569	08/10/16	P	ALPINE	Alpine Tire Company, Inc.	\$2,906.95
35570	08/10/16	P	ASPENE	Aspen Embroidery Works, Inc	\$326.32
35571	08/10/16	P	BRAVO	Bravo Fine Catering, Inc.	\$7,820.00
35572	08/10/16	P	CEDAR	Cedar Networks	\$350.00
35573	08/10/16	P	CENEX	Cenex Fleet Fueling	\$1,462.63
35574	08/10/16	P	CENTUB	CenturyLink Business Services	\$63.81
35575	08/10/16	P	COFIRE	Colorado Division of Fire Prev	\$30.00
35576	08/10/16	P	COMCAS	Comcast Cable	\$58.96
35577	08/10/16	P	COMCAI	Comcast Internet	\$303.00
35578	08/10/16	P	CUOFCO	Credit Union of Colorado	\$2,623.52
35579	08/10/16	P	HOLY	Holy Cross Energy	\$337.17
35580	08/10/16	P	CITYMA	Kroger - King Soopers Customer	\$107.95
35581	08/10/16	P	LIFEAS	Life-Assist, Inc.	\$64.74
35582	08/10/16	P	MWATER	Marble Water Company	\$50.00
35583	08/10/16	P	METLIF	MetLife - Group Benefits	\$3,263.30
35584	08/10/16	P	MOPEST	Mountain Pest Control, Inc.	\$220.00
35585	08/10/16	P	MTNWAS	Mountain Waste & Recycling	\$340.00
35586	08/10/16	P	NAPA	Napa Auto Parts, Inc.	\$1,145.71
35587	08/10/16	P	NORTHW	Northwest Colorado Council of	\$225.00
35588	08/10/16	P	PACIFS	Pacific Sheet Metal, Inc.	\$903.93
35589	08/10/16	P	PAULLU	Paul Luttrell	\$136.59
35590	08/10/16	P	PEPPIN	Peppino's Pizza, Inc.	\$20.00
35591	08/10/16	P	PHYSIO	Physio-Control, Inc.	\$1,817.00
35592	08/10/16	P	PINNAC	Pinnacol Assurance	\$5,731.99
35593	08/10/16	P	COOP	Roaring Fork Valley Co-Op	\$129.33
35594	08/10/16	P	SOURCE	Source Gas, LLC	\$242.55
35595	08/10/16	P	STERIC	Stericycle, Inc.	\$622.87
35596	08/10/16	P	SWALLO	Swallow Oil Company	\$26.60
35597	08/10/16	P	KEYPEO	The Key People Co, Inc.	\$395.00
35598	08/10/16	P	PAINT	The Paint Store, Inc	\$12.99
35599	08/10/16	P	TOWNWA	Town of Carbondale	\$449.43
35600	08/10/16	P	TRAILH	Trailhead Technologies, Inc.	\$2,118.20
35601	08/10/16	P	VVH	Valley View Hospital	\$1,181.32
35602	08/10/16	P	VERIZO	Verizon Wireless	\$639.33
35603	08/10/16	P	VILLSM	Village Smithy	\$10.00
35604	08/10/16	P	VIP	VIP Trash Removal	\$133.00
35605	08/10/16	P	WESTHE	Western Slope Health Care Grou	\$28,201.41
35606	08/10/16	P	WHITSI	Whitsitt & Gross, P.C.	\$479.00
35607	08/10/16	P	XCEL	Xcel Energy	\$1,474.50
BANK ALPINC REGISTER TOTAL:					\$66,809.09
GRAND TOTAL :					\$66,809.09

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date) ; "A" - Application; "E" - EFT
 ** Denotes broken check sequence.

Capital Projects Fund #1
AP Check Register (Current by Bank)

Check Date: 8/10/2016

<u>Check No.</u>	<u>Date</u>	<u>Status</u>	<u>Vendor ID</u>	<u>Payee Name</u>	<u>Amount</u>
BANK ID: ALPINE - ALPINE BANK - CHECKING					1140
4685	08/10/16	P	JOHNDE	John Deere Financial	\$1,156.90
4686	08/10/16	P	TRAILH	Trailhead Technologies Inc	\$600.00
4687	08/10/16	P	XEROX	Xerox Corporation	\$595.95
BANK ALPINE REGISTER TOTAL:					\$2,352.85
GRAND TOTAL :					\$2,352.85

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date) ; "A" - Application ; "E" - EFT
** Denotes broken check sequence.

Carbondale & Rural Fire Protection Dist

Income Statement

(Original Budget to Actual Comparison)

For the period of 8/1/2016 Through 8/31/2016

	Current Period				Year To Date			
	Actual	Budget	Variance	%	Actual	Budget	Variance	%
<u>Cost of Goods Sold</u>								
Property Tax	\$0.00	\$0.00	\$0.00	0.0 %	\$(2,439,493.82)	\$(2,548,456.00)	\$(108,962.18)	(4.3)%
Specific Ownership Tax	0.00	0.00	0.00	0.0	(77,962.45)	(115,000.00)	(37,037.55)	(32.2)
Interest/Penalties	0.00	0.00	0.00	0.0	(1,017.53)	(5,500.00)	(4,482.47)	(81.5)
Delinquent Tax	0.00	0.00	0.00	0.0	(1,704.18)	(1,000.00)	704.18	70.4
Abated Tax	0.00	0.00	0.00	0.0	(8,370.00)	(8,370.00)	0.00	0.0
Ambulance Revenues	(4,113.37)	0.00	4,113.37	0.0	(143,941.36)	(225,000.00)	(81,058.64)	(36.0)
Interest Income	0.00	0.00	0.00	0.0	(23.14)	(100.00)	(76.86)	(76.9)
Building Rentals	0.00	0.00	0.00	0.0	(2,125.00)	(5,100.00)	(2,975.00)	(58.3)
Contributions & Grants	0.00	0.00	0.00	0.0	(208.74)	0.00	208.74	0.0
Training Income	0.00	0.00	0.00	0.0	0.00	(500.00)	(500.00)	(100.0)
Wildfire Contracts	0.00	0.00	0.00	0.0	(51,178.99)	(10,000.00)	41,178.99	411.8
Special Event Contracts	(80.00)	0.00	80.00	0.0	(3,662.73)	(7,000.00)	(3,337.27)	(47.7)
Miscellaneous Income	0.00	0.00	0.00	0.0	(4,362.71)	(4,000.00)	362.71	9.1
Total Cost of Goods Sold	\$(4,193.37)	\$0.00	\$4,193.37	0.0 %	\$(2,734,050.65)	\$(2,930,026.00)	\$(195,975.35)	(6.7)%
Gross Profit	\$4,193.37	\$0.00	\$4,193.37		\$2,734,050.65	\$2,930,026.00	\$(195,975.35)	(6.7)%
<u>Operating Expenses</u>								
Wages	\$56,612.79	\$0.00	\$(56,612.79)	0.0 %	\$819,553.97	\$1,390,744.00	\$571,190.03	41.1 %
Wildfire Wages, CRRF	0.00	0.00	0.00	0.0	12,188.28	5,000.00	(7,188.28)	(143.8)
Wages - Seasonal Staffing	12,010.50	0.00	(12,010.50)	0.0	67,302.75	65,000.00	(2,302.75)	(3.5)
Special Event Wages	1,479.05	0.00	(1,479.05)	0.0	5,174.07	5,000.00	(174.07)	(3.5)
Health Benefits	29,436.01	0.00	(29,436.01)	0.0	212,814.25	387,454.00	174,639.75	45.1
Pension Benefits	4,415.68	0.00	(4,415.68)	0.0	65,641.79	128,873.00	63,231.21	49.1
457 Contributions, District portion	370.55	0.00	(370.55)	0.0	5,545.89	11,290.00	5,744.11	50.9
Workers Comp	5,731.99	0.00	(5,731.99)	0.0	42,471.02	70,730.00	28,258.98	40.0
Volunteer Incentive	0.00	0.00	0.00	0.0	695.56	26,813.00	26,117.44	97.4
Medicare/FICA Tax	0.00	0.00	0.00	0.0	17,746.44	25,283.00	7,536.56	29.8
Unemployment Insurance	0.00	0.00	0.00	0.0	2,531.21	4,397.00	1,865.79	42.4
Death & Disability Policy - FPPA	1,563.94	0.00	(1,563.94)	0.0	19,442.93	31,383.00	11,940.07	38.0
Board Members Pay	0.00	0.00	0.00	0.0	0.00	8,000.00	8,000.00	100.0
Insurance	0.00	0.00	0.00	0.0	36,657.00	60,000.00	23,343.00	38.9
Treasurer Fees	0.00	0.00	0.00	0.0	55,811.97	61,940.00	6,128.03	9.9
Abated Tax	0.00	0.00	0.00	0.0	281.68	2,000.00	1,718.32	85.9
Administration Supplies/Expenses	653.00	0.00	(653.00)	0.0	10,167.28	14,000.00	3,832.72	27.4
Accounting	0.00	0.00	0.00	0.0	12,050.00	12,000.00	(50.00)	(0.4)
Legal Fees	0.00	0.00	0.00	0.0	8,682.00	30,000.00	21,318.00	71.1
Dues & Subscriptions	0.00	0.00	0.00	0.0	4,587.76	7,000.00	2,412.24	34.5
Administration Fuel	0.00	0.00	0.00	0.0	4,917.28	11,696.00	6,778.72	58.0
Freight & Postage	0.00	0.00	0.00	0.0	785.16	2,076.00	1,290.84	62.2
Computer Supplies	0.00	0.00	0.00	0.0	496.22	1,000.00	503.78	50.4
Fire/EMS Prevention Supplies/Expenses	0.00	0.00	0.00	0.0	2,750.51	1,000.00	(1,750.51)	(175.1)
Meetings	0.00	0.00	0.00	0.0	755.79	1,000.00	244.21	24.4

Carbondale & Rural Fire Protection Dist

Income Statement

(Original Budget to Actual Comparison)

For the period of 8/1/2016 Through 8/31/2016

	Current Period				Year To Date			
	Actual	Budget	Variance	%	Actual	Budget	Variance	%
Volunteer Dinner Program	0.00	0.00	0.00	0.0	3,321.09	9,000.00	5,678.91	63.1
Election Expense	0.00	0.00	0.00	0.0	1,230.49	15,000.00	13,769.51	91.8
Emergency Management	0.00	0.00	0.00	0.0	0.00	1,000.00	1,000.00	100.0
Master Plan	0.00	0.00	0.00	0.0	1,500.00	20,000.00	18,500.00	92.5
Public Outreach	0.00	0.00	0.00	0.0	9,068.71	10,000.00	931.29	9.3
Firefighting Expenses/Supplies	0.00	0.00	0.00	0.0	4,953.52	17,634.00	12,680.48	71.9
Firefighting Fuel	0.00	0.00	0.00	0.0	1,144.54	2,789.00	1,644.46	59.0
Incident Resources	0.00	0.00	0.00	0.0	495.58	1,882.00	1,386.42	73.7
Incident Food	0.00	0.00	0.00	0.0	8,110.35	1,328.00	(6,782.35)	(510.7)
Wildfire Expenses, CRRF	0.00	0.00	0.00	0.0	1,115.99	2,000.00	884.01	44.2
WPPP Team Expenses	0.00	0.00	0.00	0.0	535.31	0.00	(535.31)	0.0
Medical Expenses/Supplies	622.87	0.00	(622.87)	0.0	25,396.77	28,000.00	2,603.23	9.3
Infection Control Program	0.00	0.00	0.00	0.0	0.00	1,000.00	1,000.00	100.0
Medical Fuel	0.00	0.00	0.00	0.0	1,628.55	4,492.00	2,863.45	63.7
Physician Advisor	0.00	0.00	0.00	0.0	3,500.00	4,000.00	500.00	12.5
Telephone Service	0.00	0.00	0.00	0.0	8,453.00	14,737.00	6,284.00	42.6
Cell Phones/Pagers	0.00	0.00	0.00	0.0	1,749.08	3,125.00	1,375.92	44.0
Communications Supplies/Expenses	0.00	0.00	0.00	0.0	3,827.21	8,951.00	5,123.79	57.2
Communications Center	0.00	0.00	0.00	0.0	6,422.00	4,922.00	(1,500.00)	(30.5)
Training - Firefighting	0.00	0.00	0.00	0.0	5,822.14	17,000.00	11,177.86	65.8
Training - Medical	0.00	0.00	0.00	0.0	4,529.00	22,500.00	17,971.00	79.9
Paramedic Program	0.00	0.00	0.00	0.0	3,598.09	20,000.00	16,401.91	82.0
EMT Tuitions	0.00	0.00	0.00	0.0	150.00	5,000.00	4,850.00	97.0
Training - Administration	0.00	0.00	0.00	0.0	5,829.64	5,346.00	(483.64)	(9.0)
Food - Training	0.00	0.00	0.00	0.0	365.83	2,000.00	1,634.17	81.7
Vehicle Repairs	0.00	0.00	0.00	0.0	0.00	2,535.00	2,535.00	100.0
Vehicle Supplies, Parts, Tires	0.00	0.00	0.00	0.0	13,736.15	16,072.00	2,335.85	14.5
Equipment Testing	0.00	0.00	0.00	0.0	10,337.10	11,616.00	1,278.90	11.0
Communications Equipment Repairs	0.00	0.00	0.00	0.0	2,066.20	731.00	(1,335.20)	(182.7)
Maintenance Contracts	0.00	0.00	0.00	0.0	20,506.30	23,961.00	3,454.70	14.4
Computer Repairs & Service	0.00	0.00	0.00	0.0	5,163.01	9,345.00	4,181.99	44.8
Portable Equipment Repairs	0.00	0.00	0.00	0.0	15.00	82.00	67.00	81.7
Building Utilities	523.00	0.00	(523.00)	0.0	42,897.67	60,580.00	17,682.33	29.2
Building Maintenance & Repairs	395.00	0.00	(395.00)	0.0	8,969.99	29,597.00	20,627.01	69.7
Building Supplies	0.00	0.00	0.00	0.0	11,257.80	15,250.00	3,992.20	26.2
Janitorial Supplies	0.00	0.00	0.00	0.0	1,908.20	0.00	(1,908.20)	0.0
H Lazy F unit	0.00	0.00	0.00	0.0	5,585.98	10,000.00	4,414.02	44.1
Miscellaneous Expenses	0.00	0.00	0.00	0.0	100.00	0.00	(100.00)	0.0
Transfer to Capital Projects Fund	0.00	0.00	0.00	0.0	0.00	100,000.00	100,000.00	100.0
Emergency Reserves	0.00	0.00	0.00	0.0	0.00	90,000.00	90,000.00	100.0
Total Operating Expenses	\$113,814.38	\$0.00	\$(113,814.38)	0.0 %	\$1,634,341.10	\$2,955,154.00	\$1,320,812.90	44.7 %
Net Income (Loss)	\$(109,621.01)	\$0.00	\$(109,621.01)	0.0 %	\$1,099,709.55	\$(25,128.00)	\$1,124,837.55	4476.4 %

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF CARBONDALE AND CARBONDALE & RURAL FIRE
PROTECTION DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this _____ day of _____, 2016, by the Town of Carbondale, a political subdivision of the State of Colorado (hereinafter referred to as the “Town”) and the Carbondale and Rural Fire Protection District, a quasi-municipal Corporation and political subdivision of the State of Colorado (hereinafter referred to as the “District”). Collectively these entities are also referred to as the “Parties.”

RECITALS

WHEREAS, effective on _____, 20XX, the Town adopted the International Building code, 2003 Edition, together with appendices and amendments there to as set forth in the Town of Carbondale Ordinance No. _____; and

WHEREAS, effective on _____, 20XX, the Town adopted the International Fire Code, 2003 Edition, together with appendices and amendments as set forth in the Town of Carbondale Ordinance No. _____; and

WHEREAS, the Carbondale & Rural Fire Protection District administers fire protection for all the properties within its boundaries; and

WHEREAS, the Town has established the position of Building Official; and

WHEREAS, the Fire Chief of the District or his appointed representative conducts Fire Code inspections and plan reviews; and

WHEREAS, THE Town desires to designate the Fire Chief of the Carbondale & Rural Fire Protection District the title of a designated representative of the Building Official only for the purpose set forth herein; and

WHEREAS, the Town has the power to issue and withhold building permits; and

WHEREAS, the Colorado Constitution and statues of the State of Colorado permit and encourage agreements between political subdivisions of the State, in order that the inhabitants of such political subdivisions may thereby secure quality governmental services; and

WHEREAS, the purpose of this Intergovernmental Agreement is to provide plan review, fire code inspection, and fire code enforcement as set forth herein with the Town.

NOW THEREFORE, in consideration of the covenants and mutual agreements contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

1. The Town shall provide the District all building plans for all occupancies except Single Family Residences, Group R-3, and Group U as defined in the Building Code, to be constructed or located within the Town. The District shall provide plan review comments to the Town within two weeks upon receipt of building plans. Plan review of the fire prevention and suppression portions of the plans construction for all such occupancies shall be completed. The District will be responsible for completing inspection of said fire prevention and suppression portion of the project.
2. Enforcement of the adopted Fire Code shall be the responsibility of the District. Inspections required by the adopted Fire Code shall be the responsibility of the District. The Town will assist in enforcement on an as needed basis.
3. The Town may not issue a building permit for any structure unless such building plans demonstrate compliance with the Town's Building Code and Fire Code. The Town shall not issue a certificate of occupancy, whether temporary or final, for any sprinklered or alarmed structures, except for Single Family Residences Group R-3 and Group U occupancies without final inspection and approval by the District.
4. The Town shall provide the District all applicable land use applications within the Town. The District shall provide application review and inspections as to the fire prevention and suppression portions of the project. Enforcement shall be done jointly with the Town.
5. The District will provide written amendments for Fire Code Adoptions and present them to the Board of Trustees.
6. The District shall issue permits for the installation of fire alarms and fire sprinklers for all occupancies; collection and retention of associated fees as stipulated in Resolution duly adopted by the district board and consistent with fees charged by other entities contracting with the District for similar services.
7. The District shall have and maintain all licenses, certificates, credentials, and education as required under the laws of the State of Colorado, the Building Code, and Fire Code to perform plan review, issuance of alarm/sprinkler permits, and inspect structures relative to fire safety (including fire sprinkler) and Fire Code compliance.
8. The District agrees to indemnify, defend, and hold harmless the Town and its agents from any and all loss, costs, damages, injuries, liability, claims, liens, and actions arising from the District's intentional or negligent acts, errors, or omissions or that of its agents. This indemnity provisions specifically includes all general building

inspection services performed by, or on behalf of the District prior to the effective date of the agreement.

9. In performing any acts or duties contained in this intergovernmental agreement, the District will remain an employee of the District for all purposes, including not limited to employment related laws and regulations including payment of Worker's Compensation and compliance with Federal Fair Labor Standards Act. The employee shall not be considered an employee of the Town. It is expressly acknowledged and understood by the parties hereto that nothing contained in this intergovernmental agreement shall result in, or be construed to as establishing, and employment relationship. The District shall be, and shall perform as, an independent contractor. The District shall not be, or deemed to be, the employee, agent or servant of the Town. The District shall not represent, act, and purport to act, or be deemed the agent, representative, employee, or servant of the Town.
10. Each party to this intergovernmental agreement shall provide its own public liability and property damage insurance coverage, as it may deem necessary for any potential liability arising from this Agreement.
11. This intergovernmental agreement shall automatically be renewed on the first day of January of each year hereafter unless earlier terminated by either party, with or without cause, by giving thirty (30) days written notice to the other party.
12. This intergovernmental agreement shall be governed and construed in accordance with the laws of the State of Colorado. Venue for any District Court action shall be in Garfield County, Colorado.
13. All notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing shall be deemed to have been duly given when hand-delivered or sent by certified mail. Postage shall be prepaid, with return receipt requested, addressed to the parties as follows:

Carbondale & Rural Fire Protection District
300 Meadowood Drive
Carbondale, CO 81623

Town of Carbondale
511 Colorado Ave
Carbondale, CO 81623

14. Nothing expressed or implied is intended to give any person, corporation, or governmental entity other than the District and the Town, any right, remedy, or claim under or by reason hereof any covenant or condition herein contained. The intergovernmental agreement shall not limit the powers and responsibilities of the Town, the District, or any other entity not a party hereto.
15. If any portion of this intergovernmental agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction such portion shall be deemed severable and its invalidity. Its unenforceability shall not affect the remaining provisions. Such remaining provisions shall be fully severable and this intergovernmental agreement shall be construed and enforced as if such invalid provisions had never been inserted into the intergovernmental agreement.
16. This Agreement may be amended from time to time by a written agreement duly authorized and executed by all the Parties to this Agreement.
17. This Agreement represents the full and complete understanding of the Parties, and supersedes any prior agreements, discussions, negotiations, representations, or understandings of the Parties with respect to the subject matter contained herein.

EXECUTED as of the date first written above.

Town of Carbondale

Current, Mayor

Cathy Derby, Town Clerk

Carbondale & Rural Fire Protection District

By:_____

ATTEST:

By:_____

LICENSE AGREEMENT FOR TICK RIDGE TOWER SITE

This LICENSE AGREEMENT ("Agreement") is made between **Colorado Rocky Mountain School, Inc.**, a Colorado nonprofit corporation whose address is c/o Business Manager, 1493 County Road 106, Carbondale, CO 81623 ("CRMS" or "Licensor"), and **Carbondale and Rural Fire Protection District** a Colorado Title 32 Special District whose address is 300 Meadowood Drive Carbondale, CO 81623 ("Fire District") and the **Town of Carbondale, Colorado**, a Colorado home rule municipal corporation, the mailing address of which, for purposes of this Agreement, is 511 Colorado Ave., Carbondale, CO 81623 ("Town") (Town and Fire District together the "Licensees"), and effective as of the date last executed (the "Effective Date").

RECITALS

Whereas, CRMS is the owner of certain real property, part of which is depicted on Exhibit A attached to and incorporated in this agreement (referred to below as the "Tick Ridge Tower Site"); and

Whereas, it is the intent and desire of the parties to come to create a license which grants Licensees the right to utilize a reasonable amount of space on the Tick Ridge Tower Site for local government needs.

Now therefore, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

SECTION ONE. GRANT OF LICENSE; DESCRIPTION OF PREMISES

- A. Grant of License. Licensor grants to Licensees a nonexclusive license to occupy and use, subject to all of the terms and conditions of this Agreement, a portion of the property owned by Licensor and referred to as the Tick Ridge Tower Site depicted on **Exhibit A** as the Licensed Area ("Licensed Property"). The Licensed Property is improved with a tower and shed, both of which are owned by Licensor ("Improvements").
- B. Nonexclusive Nature. Licensees may utilize fifty percent (50%) of the Improvements under this License. It is the intent of Licensor to license the remaining fifty percent (50%) of the Licensed Property and Improvements to other parties. Therefore, Licensees agree to cooperate with other licensees of the Improvements and Licensed Property and not to materially interfere with such other licensees' operations.
- C. Duty to Keep Licensor Reasonably Informed. Licensees shall keep Licensor reasonably informed of the nature of the operations on the Licensed Property and shall promptly respond to all requests for further information in this regard.

SECTION TWO. LIMITATION OF USES

The Licensed Property and Improvements may be occupied and used by Licensees solely for local government purposes. Licensees may store personal property upon the Licensed Property. Licensee shall keep the Licensed Property in reasonably clean condition, and shall not store illegal, offensive, or hazardous materials on the Licensed Property. In the event any governmental approval becomes necessary for Licensees' operations on the Licensed Property, the Licensees shall be responsible for, and bear the costs of, obtaining such approval.

SECTION THREE. RENTAL PAYMENTS

Licensee shall pay to Licensor One Hundred Dollars (\$100) per year for the privileges granted by this Agreement. Said rental payment shall be due and payable on a yearly basis on the 15th of January of each year during which this Agreement is in force. Failure to collect such payment, however, shall not operate to waive any of Licensor's rights hereunder.

SECTION FOUR. DURATION AND TERMINATION

This license is perpetual and shall continue until such time as one of the parties to this agreement terminates the license. Any party may terminate this Agreement at any time by giving written notice to the other parties, specifying the date of termination, such notice to be given not less than sixty (60) days prior to the date specified in such notice for the date of termination. Upon such termination, Licensees shall remove any personal property stored upon the Property at Licensees' sole cost and expense.

SECTION FIVE. CONDITION OF PREMISES NOT WARRANTED

Licensees have inspected the physical state of the Licensed Property and represent that it is suitable for their intended purposes. Licensor does not warrant or represent that the Licensed Property is safe, healthful, or suitable for the purposes and uses permitted under this Agreement. Licensed use of the Improvements shall be in an "as-is" condition with no warranty whatsoever. The Licensee shall be responsible for all maintenance and/or upkeep of the Improvements and any other facilities on the Licensed Property.

SECTION SIX. UTILITIES

Licensees shall be responsible for the payment of all utility costs incurred as a result of their operations on the Licensed Property.

SECTION SEVEN. ACCESS

The parties agree that Licensor shall have access to the Licensed Property consistent with the Licensees' access to the Licensed Property. In the event Licensees enter into a formal written agreement for access to the Licensed Property through property owned by Third Parties, Licensees will ensure that CRMS is a party to such agreement, and that it grants CRMS the same rights as Licensees to access the Licensed Property as Licensees.

SECTION EIGHT. INSURANCE OBLIGATIONS

At all times during which either Licensee is occupying the Licensed Property in any manner or otherwise exercising its rights under this Agreement, that Licensee shall maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence, and shall include Licensor as an additional insured. Licensee shall furnish Licensor with a certificate evidencing such insurance within ten days of Licensor's request. As a condition of each Licensee's duty to provide insurance coverage to Licensor hereunder. Licensor agrees to execute such additional forms as may be reasonably required by either Licensee's insurer in order to confirm the additional insured status required by this Section Eight.

SECTION NINE. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of Colorado. Both parties agree that venue for any dispute arising out of this Agreement shall be in Garfield County, Colorado.

SECTION TEN. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

SECTION ELEVEN. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION TWELVE. NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by first class mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

SECTION THIRTEEN. ASSIGNMENT OR TRANSFER OF RIGHTS

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party, which shall not be unreasonably withheld.

SECTION FOURTEEN. RECORDATION

This Agreement may be recorded in the clerk and recorder's office of the county in which the Licensed Property is located.

SECTION FIFTEEN. ATTORNEY FEES

In the event that either party initiates litigation to enforce any provision hereof, then the party prevailing in such litigation, whether the party initiating litigation or otherwise, shall be entitled to reasonable attorneys' fees, expert witness fees, court costs, and all costs of such litigation.

Licensor: Colorado Rocky Mountain School, Inc.

By:
Its:
Dated:

Licensee: Carbondale and Rural Fire Protection
District

By:
Its:
Dated:

Licensee: TOWN OF CARBONDALE, COLORADO
a Colorado home rule municipal corporation

By: Daniel Richardson, Mayor pro tem

ATTEST:

Cathy Derby, Town Clerk

**CARBONDALE & RURAL FIRE PROTECTION DISTRICT
RESOLUTION NO. 2016-006**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CARBONDALE & RURAL FIRE
PROTECTION DISTRICT SUPPORTING THE GRANT APPLICATION FOR A GRANT
FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE
PURCHASE OF A COMMAND TRAILGER**

WHEREAS, the Garfield County Federal Mineral Lease District (“GCFMLD”) is an independent public body formed pursuant to the Colorado Federal Mineral Lease District Act, Colo. Rev. Stat. § 30-20-1301 *et seq.* (2012); and

WHEREAS, as a political subdivision of the State of Colorado, the Carbondale & Rural Fire Protection District is eligible to receive grant funding from GCFMLD under the Colorado Federal Mineral Lease District Act and 30 U.S.C. § 191 (2012); and

WHEREAS, the Carbondale & Rural Fire Protection District seeks to submit a grant application through GCFMLD’s Mini Grant Program, requesting up to \$25,000.00 in funding for the purchase of a command trailer.

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

1. The Board of Directors of the Carbondale & Rural Fire Protection District strongly supports the GCFMLD grant application for the purchase of a command trailer and has appropriated matching funds (if necessary) for a grant with Garfield County Federal Mineral Lease District.
2. If the grant is awarded, the Board of Directors of the Carbondale & Rural Fire Protection District supports the project, as well as the expenditure of funds necessary to meet the terms and obligations of the Grant Agreement with the GCFMLD.
3. If the grant is awarded, The Board of Directors of the Carbondale & Rural Fire Protection District hereby authorizes the Carbondale & Rural Fire Protection District to enter into and comply with the terms of the Mini Grant Agreement.
4. If the grant is awarded, the Board of Directors of the Carbondale & Rural Fire Protection District hereby authorizes the President of the Board to execute the Grant Agreement with GCFMLD.
5. The effective date of this Resolution is the date passed and approved below.

INTRODUCED, READ, AND ADOPTED this 10th day of August, 2016.

CARBONDALE & RURAL FIRE PROTECTION DISTRICT

By: _____
Eugene K. Schilling, President

ATTEST:

Louis E. Eller, Jr, Secretary/Treasurer