

# PEYTON FIRE PROTECTION DISTRICT

## Administrative Offices

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 · 800-741-3254  
Fax: 303-987-2032  
<https://peytonfpd.colorado.gov/>

## NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
David Rolenc	President	2023/May 2023
Clayton Miller	Vice President	2023/May 2023
Ryan Orness	Treasurer	2023/May 2023
Amy Turner	Secretary	2023/May 2023
<b>VACANT</b>		2025/May 2023

DATE: January 10, 2023 (Tuesday)

TIME: 6:30 p.m.

PLACE: ***Physical Location***  
Peyton Fire Protection District  
13665 Railroad Street  
Peyton, CO 80831

### ***Zoom Meeting***

<https://us02web.zoom.us/j/89932237940?pwd=eHg5OUV4MGY1U2I1Qklkc1M5cDhZUT09>

**Phone Number:** 1 (719) 359-4580

**Meeting ID:** 899 3223 7940

**Passcode:** 403692

**One tap mobile:** +17193594580,,89932237940#

## I. ADMINISTRATIVE MATTERS

A. Pledge of Allegiance.

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B. Present Disclosures of Potential Conflicts of Interest.

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C. Approve Agenda, confirm location of the meeting and posting of meeting notices.

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D. Review and approve the Minutes of the December 13, 2022 Regular Meeting (enclosure).

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II. PUBLIC COMMENT

A. \_\_\_\_\_

III. FINANCIAL MATTERS

A. Review and ratify approval of the payment of claims as follows (enclosure):

Fund	Period Ending Dec. 31, 2022
General	\$ 30,854.63
Debt	\$ -0-
Capital	\$ 1,416.76
<b>Total</b>	<b>\$ 32,271.39</b>

B. Review and accept unaudited financial statements for the period ending November 30, 2022 (enclosure).  
\_\_\_\_\_

C. Discuss future financing ideas.  
\_\_\_\_\_

D. Discuss update from CRL Associates Inc.  
\_\_\_\_\_

1. Review and consider approval of Agreement between the District and CRL Associates, Inc. for an education campaign for the May 2, 2023 election (enclosure).  
\_\_\_\_\_

IV. OFFICER REPORTS/ANNOUNCEMENTS

A. Chief (to be distributed).  
\_\_\_\_\_

1. Call Volumes.  
\_\_\_\_\_

2. Personnel Count.  
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3. Update on District Vehicles.  
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B. Assistant Chief.

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C. Captain.

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D. President.

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E. Vice President.

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F. Treasurer.

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G. Secretary.

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H. Auxiliary Report.

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1. Discuss the events for the year.

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V. LEGAL MATTERS

A. Discuss updates on Station #2.

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VI. OPERATIONS AND MAINTENANCE

A. Discuss Strategic Plan.

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B. Discuss status of grant funding opportunities.

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C. Discuss Wildland Fire Program.

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D. Discuss computer and security system maintenance.

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E. Discuss internet monitoring.

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VII. OTHER BUSINESS

- A. Discuss future Agenda items.
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VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR  
TUESDAY, FEBRUARY 7, 2023.**

# RECORD OF PROCEEDINGS

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## MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE PEYTON FIRE PROTECTION DISTRICT HELD DECEMBER 13, 2022

A Regular Meeting of the Board of Directors of the Peyton Fire Protection District (referred to hereafter as “Board”) was held on Tuesday, the 13<sup>th</sup> day of December, 2022, at 6:30 p.m. at the Peyton Fire Protection District Fire Station, 13665 Railroad Street, Peyton, Colorado 80831 and was also held via Zoom Meeting. The meeting was open to the public to join by both methods.

### ATTENDANCE

#### Directors In Attendance Were:

David Rolenc  
Clayton Miller  
Ryan Orness

Following discussion, upon motion duly made by Director Rolenc, seconded by Director Miller and, upon vote, unanimously carried, the absence of Director Turner was excused.

#### Also In Attendance Were:

Steve Beck; Special District Management Services, Inc. (“SDMS”)

Jack Reutzal, Esq.; Fairfield & Woods, P.C.

Chief Jeff Turner

### PLEDGE OF ALLEGIANCE

Pledge of Allegiance: Director Rolenc led the Board in reciting the Pledge of Allegiance.

### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Attorney Reutzal noted that conflicts were filed for applicable Directors at least 72-hours prior to the meeting. Mr. Beck also noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting. No conflicts were noted.

## RECORD OF PROCEEDINGS

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### ADMINISTRATIVE MATTERS

**Agenda:** Mr. Beck reviewed the proposed Agenda for the District’s Regular Meeting.

Following discussion, upon motion duly made by Director Miller, seconded by Director Orness and, upon vote, unanimously carried, the Agenda was approved, as amended.

**Meeting Location/Manner and Posting of Meeting Notice:** The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s Board meeting. The Board meeting was held via Zoom Meeting and at the physical location.

Mr. Beck reported that notice was duly posted and that no objections to the telephonic manner of the meeting or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries have been received.

**Minutes:** The Board reviewed Minutes from the November 8, 2022 Regular Meeting.

Following discussion, upon motion duly made by Director Rolenc, seconded by Director Miller and, upon vote, unanimously carried, the Minutes of the November 8, 2022 Regular Meeting were approved, as presented.

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### PUBLIC COMMENT

There were no comments from the public.

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### FINANCIAL MATTERS

**Claims:** The Board considered ratifying the approval of the payment of claims as follows:

Fund	Period Ending Nov. 30, 2022	Special Payment Barnhart Pump Co.	Special Payment Christmas Bonuses	Special Payment Quadmed, Inc.
General	\$ 8,211.48	\$ 376.52	\$ 7,200.00	\$ -0-
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ 10,499.00
<b>Total</b>	<b>\$ 8,211.48</b>	<b>\$ 376.52</b>	<b>\$ 7,200.00</b>	<b>\$ 10,499.00</b>

Following discussion, upon motion duly made by Director Miller, seconded by Director Orness and, upon vote, unanimously carried, the Board ratified the approval of the payment of claims as presented.

## RECORD OF PROCEEDINGS

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**Financial Statements:** Mr. Beck reviewed with the Board the unaudited financial statements of the District for the period ending October 31, 2022 and statement of Cash Position as of October 31, 2022.

Following discussion, upon motion duly made by Director Rolenc, seconded by Director Miller and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District for the period ending October 31, 2022 and statement of Cash Position as of October 31, 2022.

Mr. Beck further discussed with the Board cash investments and interest earned at FB Financial Corporation versus ColoTrust or Treasury Bills.

Following discussion, upon motion duly made by Director Orness, seconded by Director Miller and, upon vote, unanimously carried, the Board approved investments not to exceed \$150,000 on one month of Treasury Bills with Wells Fargo.

**Future Financing Ideas:** There were no updates at this time.

**TABOR Question on the May 2, 2023 Ballot for Adjustment of the District Mill Levy:** Mr. Beck and Attorney Reutzel discussed with the Board adding a TABOR question on the May 2, 2023 ballot for Adjustment of the District Mill Levy.

Mr. Beck presented to the Board a proposal from CRL Associates, Inc. for an education campaign for the election. He further discussed the process to add a TABOR question and what it would do.

Following discussion, upon motion duly made by Director Miller, seconded by Director Rolenc and, upon vote, unanimously carried, the Board approved the proposal from CRL Associates, Inc. for an education campaign for the election, in the amount of \$25,950. The Board requested an Agreement and authorized Director Rolenc to sign the Agreement, subject to legal review.

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### **OFFICER REPORTS/ ANNOUNCEMENTS**

#### **Fire Chief:**

*Monthly Call Volumes:* Chief Turner reported that 45 calls were received in November 2022.

*Personnel Count:* Chief Turner reported that there are currently twelve (12) active fire fighters, including four (4) on probationary status.

## RECORD OF PROCEEDINGS

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District Vehicles: Chief Turner reported that all vehicles are in service. He noted the Department is working on getting the ambulance operation and Assistant Chief Revels is working on setting up billing.

Assistant Chief: There was no report at this time.

Captain: There was no report at this time.

President: Director Rolenc reported he attended the Christmas party and had a great time.

Vice President: There was no report at this time.

Treasurer: There was no report at this time.

Secretary: There was no report at this time.

Auxiliary Report: There was no report at this time.

Events for the Year: There was no report at this time.

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### LEGAL MATTERS

Station No. 2: Attorney Reutzel provided an update to the Board regarding Station No. 2 on Sweet Road. He reported that he contacted El Paso County Board of County Commissioners and noted they approved the process. He further reported that drawings will be required to be submitted to the Board of County Commissioners and a site development plan will need to be presented. It was noted Attorney Reutzel would like to meet with the Board after the first of the year to create an Ad Hoc Committee to complete the site development plan and the approval process which should be complete by May or June.

FAMLI Act: Mr. Beck discussed with the Board the FAMLI Act which was passed by the State of Colorado in 2019. He noted the deadline to approve or opt out of the FAMLI Act is January 1, 2023.

Following discussion, upon motion duly made by Director Rolenc, seconded by Director Miller and, upon vote, unanimously carried, the Board approved opting out of the FAMLI Act.

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### OPERATIONS AND MAINTENANCE

Strategic Plan: There was no update at this time.

Grant Funding Opportunities: There was no update at this time.



## RECORD OF PROCEEDINGS

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**Wildland Fire Program:** There was no update at this time.

**Computer and Security System Maintenance:** There was no update at this time.

**Internet Monitoring:** There was no update at this time.

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### **OTHER BUSINESS**

**Future Agenda Items:** It was noted that updates from CRL Associates will be added to the agenda for the meeting held from January to May 2023.

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### **ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made by Director Turner, seconded by Director Orness and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By /s/ **Amy Turner** \_\_\_\_\_  
Secretary for the Meeting

THESE MINUTES ARE APPROVED AS THE OFFICIAL DECEMBER 13,  
2022 MEETING MINUTES OF THE PEYTON FIRE PROTECTION DISTRICT  
BY THE BOARD OF DIRECTORS SIGNING BELOW:

\_\_\_\_\_  
Clayton Miller

\_\_\_\_\_  
David Rolenc

\_\_\_\_\_  
Ryan Orness

\_\_\_\_\_  
Amy Turner

**Peyton Fire Protection District  
December-22**

<b>Vendor</b>	<b>Invoice #</b>	<b>Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Expense Account</b>	<b>Account Number</b>
Airgas, Inc	9992585074	10/31/2022	10/31/2022	\$ 76.96	Medical Supplies	1708
Airgas, Inc	9993309676	11/30/2022	11/30/2022	\$ 75.08	Medical Supplies	1708
Century Link	616803308	11/16/2022	12/16/2022	\$ 357.81	Utilities	1730
Century Link	325B Nov. 2022	11/10/2022	12/10/2022	\$ 254.43	Utilities	1730
Colorado Division of Fire	22-58652	11/7/2022	11/7/2022	\$ 30.00	Structural Fire Training	1709
Colorado Special Districts P&L Pool	23PL-52702-3053	12/4/2022	12/4/2022	\$ 14,039.00	Prepaid Expenses	1143
Colorado Special Districts P&L Pool	23WC-52702-2816	11/20/2022	11/20/2022	\$ 3,882.00	Prepaid Expenses	1143
Community First National Bank	63658	12/2/2022	12/2/2022	\$ 1,416.76	Lease Purchase Principal Pmts	3810
Ed Glaser Propane, Inc	223950 Nov. 2022	11/30/2022	11/30/2022	\$ 785.00	Utilities	1730
El Paso County Fleet Management Department	22020117-RI	11/30/2022	11/30/2022	\$ 511.25	Fuel	1714
Fairfield and Woods P.C.	243220	10/31/2022	10/31/2022	\$ 1,070.00	Legal	1675
Fairfield and Woods P.C.	244774	11/30/2022	11/30/2022	\$ 1,294.18	Legal	1675
John Deere Financial	Nov. 2022 Stmt	11/14/2022	11/14/2022	\$ -	Station Supplies	1703
Municipal Emergency Services	1-877-637-3473	11/10/2022	12/10/2022	\$ 2,472.79	Equipment Maintenance	1711
Napa Calhan	720887	11/27/2022	11/27/2022	\$ 888.08	Vehicle Repair and Maintenance	1712
Napa Calhan	720546	11/18/2022	11/18/2022	\$ 451.75	Vehicle Repair and Maintenance	1712
Special Dist Management Srvs	Nov-22	11/30/2022	11/30/2022	\$ 2,412.80	Management	1680
Special Dist Management Srvs	Nov-22	11/30/2022	11/30/2022	\$ 1,983.20	Accounting	1612
Special Dist Management Srvs	Nov-22	11/30/2022	11/30/2022	\$ 14.80	Election	1635
Special Dist Management Srvs	Nov-22	11/30/2022	11/30/2022	\$ 36.20	Miscellaneous	1685
Stericycle, Inc	3006250589	12/1/2022	12/1/2022	\$ 219.30	Medical Supplies	1708
				\$32,271.39		

Peyton Fire Protection District

	December-22			
	General	Debt	Capital	Totals
Disbursements	30854.63		\$ 1,416.76	\$ 32,271.39
Visa Expenses		\$ -	\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$ 30,854.63</b>	<b>\$ -</b>	<b>\$ 1,416.76</b>	<b>\$ 32,271.39</b>

**PEYTON FIRE PROTECTION DISTRICT**

Schedule of Cash Position

November 30, 2022

	<u>Rate</u>	<u>Operating</u>	<u>Capital Projects</u>	<u>Total</u>
<b>Checking:</b>				
First Bank Checking		\$ 15,814.17	\$ -	\$ 15,814.17
First Bank Payroll		\$ 1,823.56	-	1,823.56
<b>Investments:</b>				
First Bank Savings		\$ 215,871.05	\$ -	\$ 215,871.05
First Bank Savings - Reserve		\$ 13,750.00	\$ -	\$ 13,750.00
First Bank Savings - TABOR		\$ 8,625.00	\$ -	\$ 8,625.00
<b>Total Funds</b>		<b><u>\$ 255,883.78</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 255,883.78</u></b>

**2019 Mill Levy Information:**

Certified General Fund Mill Levy	6.140
Certified Debt Service Fund Mill Levy	0.000

**Board of Directors:**

- \* David Rolenc
- \* Clayton Miller
- \* Amy Turner
- \* Ryan Orness

\*Board member is an authorized signer on the checking account

**PEYTON FIRE PROTECTION DISTRICT**  
**Monthly Activity Summary**  
**November 30, 2022**

Account	Total	General Fund	Capital
<b>Sources</b>			
Taxes	\$ -	\$ -	\$ -
Interest, Donations, Other	-	-	-
Total Sources	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Uses</b>			
Administrative	\$ 3,793.40	\$ 3,793.40	\$ -
Operations	9,694.60	9,694.60	-
Total Uses	<u>\$ 13,488.00</u>	<u>\$ 13,488.00</u>	<u>\$ -</u>
Net Source/(Use)	<u>\$ (13,488.00)</u>	<u>\$ (13,488.00)</u>	<u>\$ -</u>

**PEYTON FIRE PROTECTION DISTRICT**

**FINANCIAL STATEMENTS**

**November 30, 2022**

PEYTON FIRE PROTECTION DISTRICT  
 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS  
 November 30, 2022

<u>ASSETS AND OTHER DEBITS</u>	<u>GENERAL</u>	<u>CAPITAL PROJECTS</u>	<u>FIXED ASSETS</u>	<u>TOTAL MEMO ONLY</u>
<b>Assets</b>				
Cash in Bank- First Bank Check	\$ 15,814.17	\$ -	\$ -	\$ 15,814.17
First Bank- Payroll	1,823.56	-	-	1,823.56
First Bank Savings	215,871.05	-	-	215,871.05
First Bank Reserve Fund	13,750.00	-	-	13,750.00
First Bank Tabor Reserve	8,625.00	-	-	8,625.00
Accounts Receivable	63.77	-	-	63.77
1997 Pumper	-	25,000.00	-	25,000.00
<b>Total Current Assets</b>	<u>255,947.55</u>	<u>25,000.00</u>	<u>-</u>	<u>280,947.55</u>
<b>Capital Assets</b>				
Buildings	-	-	189,127.00	189,127.00
Grounds and Equipment	-	-	636,860.31	636,860.31
Vehicles	-	-	501,532.03	501,532.03
Accumulated Depreciation	-	-	(1,019,243.39)	(1,019,243.39)
<b>Total Capital Assets</b>	<u>-</u>	<u>-</u>	<u>308,275.95</u>	<u>308,275.95</u>
<b>Total Assets</b>	<u>\$ 255,947.55</u>	<u>\$ 25,000.00</u>	<u>\$ 308,275.95</u>	<u>\$ 589,223.50</u>
<b>Liabilities</b>				
1997 Pumper Lease	-	20,474.23	-	20,474.23
2013 Pumper/Tender Lease	-	-	-	-
<b>Total Liabilities</b>	<u>-</u>	<u>20,474.23</u>	<u>-</u>	<u>20,474.23</u>
<b>Deferred Inflows of Resources</b>				
Deferred Property Taxes	-	-	-	-
<b>Total Deferred Inflows of Resources</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Fund Balance</b>				
Investment in Fixed Assets	-	-	308,275.95	308,275.95
Fund Balance	114,206.35	(8,779.96)	-	105,426.39
Restricted for Fireman's Morale and Welfare	480.00	-	-	480.00
Reserve for Contingencies	2,139.62	-	-	2,139.62
Tabor Reserve	7,974.00	-	-	7,974.00
Reserve for Capital	-	18,635.13	-	18,635.13
Current Year Earnings	131,147.58	(5,329.40)	-	125,818.18
<b>Total Fund Balances</b>	<u>255,947.55</u>	<u>4,525.77</u>	<u>308,275.95</u>	<u>568,749.27</u>
<b>Total Liabilities, Deferred Inflows of Resources and Fund Balance</b>	<u>\$ 255,947.55</u>	<u>\$ 25,000.00</u>	<u>\$ 308,275.95</u>	<u>\$ 589,223.50</u>

**PEYTON FIRE PROTECTION DISTRICT**  
**Statement of Revenues, Expenditures, and**  
**Changes in Fund Balance - Budget and Actual**  
**For the 11 Month Ending,**  
**November 30, 2022**  
**General Fund**

Account Description	Period Actual	YTD Actual	Budget	Under/(Over) Budget	% of Budget
<b>Revenues</b>					
Property Tax Revenue	\$ 2,582.74	\$ 315,236.39	\$ 315,126.00	\$ (110.39)	100.0%
Specific Ownership Taxes	2,990.29	27,580.50	32,000.00	4,419.50	86.2%
Interest Income	409.49	1,010.19	500.00	(510.19)	202.0%
Grants	-	-	2,000.00	2,000.00	0.0%
Firefighter Donations - Res.	-	918.00	500.00	(418.00)	183.6%
Rehabilitation Donations - Res.	-	-	500.00	500.00	0.0%
T-Shirts Donations - Res.	-	-	400.00	400.00	0.0%
Other Income	-	2,490.54	2,000.00	(490.54)	124.5%
Auxiliary Donation - Res.	-	-	500.00	500.00	0.0%
<b>Total Revenues</b>	<b>5,982.52</b>	<b>347,235.62</b>	<b>353,526.00</b>	<b>6,290.38</b>	<b>98.2%</b>
<b>Expenditures</b>					
<b><u>Administrative Expenses</u></b>					
Accounting	1,524.40	20,039.20	21,000.00	960.80	95.4%
Audit	-	-	400.00	400.00	0.0%
Election	-	-	6,000.00	6,000.00	0.0%
Insurance- SDA Liability, Auto	-	6,848.35	5,750.00	(1,098.35)	119.1%
Insurance-Auto	-	6,220.00	7,750.00	1,530.00	80.3%
Insurance-Worker's Comp	-	6,890.00	7,500.00	610.00	91.9%
Legal	1,250.00	5,692.50	24,000.00	18,307.50	23.7%
County Treasurer's Fees	42.00	4,737.27	4,727.00	(10.27)	100.2%
Management	1,002.00	12,668.40	30,000.00	17,331.60	42.2%
Computer Maintenance	-	2,388.00	2,500.00	112.00	95.5%
Office Expense	-	-	1,000.00	1,000.00	0.0%
Miscellaneous	99.82	1,835.74	4,000.00	2,164.26	45.9%
Election	-	703.54	-	(703.54)	0.0%
Workshops	-	-	3,250.00	3,250.00	0.0%
Professional Associations	59.66	281.82	1,000.00	718.18	28.2%
Community Outreach	-	-	2,500.00	2,500.00	0.0%
Salary Expense	3,750.00	41,250.00	45,000.00	3,750.00	91.7%
Payroll Processing Fees	93.70	1,094.95	1,300.00	205.05	84.2%
Payroll Taxes - Employer	55.36	1,585.06	1,500.00	(85.06)	105.7%
Pension Expense	457.50	4,545.01	5,000.00	454.99	90.9%
<b>Total Administrative Expenditures</b>	<b>8,334.44</b>	<b>116,779.84</b>	<b>174,177.00</b>	<b>57,397.16</b>	<b>67.0%</b>
<b><u>Operating Expenses</u></b>					
PPE-Structural Fire Equipment	-	2,617.67	6,000.00	3,382.33	43.6%
PPE-Wildland Equipment	-	-	5,000.00	5,000.00	0.0%
Firefighting Equipment	-	2,103.74	10,000.00	7,896.26	21.0%
PPE - Medical	-	-	2,000.00	2,000.00	0.0%
Station Supplies	1,043.42	5,904.34	2,000.00	(3,904.34)	295.2%
Station Tools	-	-	1,000.00	1,000.00	0.0%
Fire Prevention	-	-	500.00	500.00	0.0%
Office Supplies - Operations	-	462.58	1,000.00	537.42	46.3%
EMS Training	-	1,197.16	10,000.00	8,802.84	12.0%
Uniforms	-	1,484.99	2,500.00	1,015.01	59.4%
Medical Supplies	-	6,053.22	5,000.00	(1,053.22)	121.1%
Structural Fire Training	-	4,097.69	3,000.00	(1,097.69)	136.6%
Firefighter Health and Welfare	-	2,022.90	3,000.00	977.10	67.4%
Equipment Maintenance	-	1,911.52	3,500.00	1,588.48	54.6%
Vehicle Repair and Maintenance	280.00	22,656.82	40,000.00	17,343.18	56.6%
Wildland Fire Training	-	-	3,000.00	3,000.00	0.0%



**PEYTON FIRE PROTECTION DISTRICT**  
**Statement of Revenues, Expenditures, and**  
**Changes in Fund Balance - Budget and Actual**  
**For the 11 Month Ending,**  
**November 30, 2022**  
**General Fund**

Account Description	Period Actual	YTD Actual	Budget	Under/(Over) Budget	% of Budget
Fuel	1,153.07	11,312.96	13,000.00	1,687.04	87.0%
CO Spgs - Radio Fees	-	2,880.00	6,000.00	3,120.00	48.0%
Cell Phones & Tablets	-	1,292.61	6,000.00	4,707.39	21.5%
Radio Equipment	-	-	5,000.00	5,000.00	0.0%
ERS Reporting Service	-	416.00	3,000.00	2,584.00	13.9%
Bldg & Grounds - Maintenance	564.52	3,276.50	3,000.00	(276.50)	109.2%
Bldg & Grounds Equipment	-	-	1,000.00	1,000.00	0.0%
Auxiliary	-	-	1,000.00	1,000.00	0.0%
Rehabilitation	-	160.60	1,000.00	839.40	16.1%
Member Recognition	7,188.00	7,353.00	2,500.00	(4,853.00)	294.1%
Utilities	116.71	19,286.28	19,000.00	(286.28)	101.5%
Contingency	-	-	20,000.00	20,000.00	0.0%
<b>Total Operation Expenditures</b>	<b>10,345.72</b>	<b>96,490.58</b>	<b>178,000.00</b>	<b>81,509.42</b>	<b>54.2%</b>
<b>Other Expenses</b>					
Pension Plan Contribution	-	3,200.00	3,200.00	-	100.0%
Transfer to Capital	11,719.88	11,719.88	11,569.00	(150.88)	101.3%
Station #2 Dev Exp	-	438.74	-	(438.74)	0.0%
Firefighter Donations Expense	-	258.00	-	(258.00)	0.0%
<b>Total Other Expenses</b>	<b>11,719.88</b>	<b>15,616.62</b>	<b>14,769.00</b>	<b>(847.62)</b>	<b>105.7%</b>
<b>Total Expenditures</b>	<b>30,400.04</b>	<b>228,887.04</b>	<b>366,946.00</b>	<b>138,058.96</b>	
Excess (Deficiency) of Revenues					
Over Expenditures	(24,417.52)	118,348.58	(13,420.00)	(131,768.58)	
Fund balance adjustments	12,799.00	12,368.45			
<b>Transfers and Other Sources (Uses)</b>					
Change in Fund Balance	(11,618.52)	130,717.03	(13,420.00)	(131,768.58)	
Beginning Fund Balance	267,566.07	125,230.52	-	(125,230.52)	
<b>Ending Fund Balance</b>	<b>\$ 255,947.55</b>	<b>\$ 255,947.55</b>	<b>\$ (13,420.00)</b>	<b>\$ (256,999.10)</b>	

**PEYTON FIRE PROTECTION DISTRICT**  
**Statement of Revenues, Expenditures, and**  
**Changes in Fund Balance - Budget and Actual**  
**For the 11 Month Ending,**  
**November 30, 2022**  
**Capital Projects Fund**

<u>Account Description</u>	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Under/(Over)</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>
<b>Revenues</b>					
Transfer from General Fund	\$ 11,719.88	\$ 11,719.88	\$ 11,569.00	\$ (150.88)	101.3%
Grants	-	-	-	-	0.0%
<b>Total Revenues</b>	<u>11,719.88</u>	<u>11,719.88</u>	<u>11,569.00</u>	<u>(150.88)</u>	<u>101.3%</u>
<b>Expenditures</b>					
Miscellaneous	-	-	-	-	0.0%
Capital Expense	12,799.00	12,799.00	9,313.00	(3,486.00)	137.4%
Lease Purchase Principal Pmts	-	4,250.28	5,668.00	1,417.72	75.0%
Lease Purchase Interest	-	-	-	-	0.0%
<b>Total Expenditures</b>	<u>12,799.00</u>	<u>17,049.28</u>	<u>14,981.00</u>	<u>(2,068.28)</u>	<u>113.8%</u>
Excess (Deficiency) of Revenues Over Expenditures	(1,079.12)	(5,329.40)	(3,412.00)	1,917.40	
<b>Transfers and Other Sources (Uses)</b>					
Grants	-	-	-	-	
<b>Total Transfers (Uses)</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
Change in Fund Balance	(1,079.12)	(5,329.40)	(3,412.00)	1,917.40	
Fund balance adjustment - lease		1,416.76			
Beginning Fund Balance	5,604.89	8,438.41	3,412.00	3,412.00	
<b>Ending Fund Balance</b>	<u>\$ 4,525.77</u>	<u>\$ 4,525.77</u>	<u>\$ -</u>	<u>\$ 5,329.40</u>	

## **CONSULTING AGREEMENT**

THIS AGREEMENT is made effective as of January 10, 2023, by and between **CRL Associates, Inc.** whose principal address is 1137 Bannock Street, Denver, CO 80204 (the "Consultant") and the **Peyton Fire Protection District** whose principal address is c/o Special District Management Services, 141 Union Boulevard, Ste. 150, Lakewood, Co 80228-1898 (the "Client").

### **ARTICLE 1. TERM OF CONTRACT**

Section 1.01. TERM. This Agreement will become effective on the date stated above and will continue until terminated by either party as provided in Section 5.01 of this Agreement.

### **ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT**

Section 2.01. SPECIFIC SERVICES. Consultant will assist Client with public affairs and education services as outlined in the attached scope of services dated December 14, 2022 (Exhibit A).

Section 2.02. METHOD OF PERFORMANCE. In collaboration with Client, Consultant will determine the method, details, and means of performing the above described services.

Section 2.03. INDEPENDENT CONTRACTOR. Consultant shall perform the services under this Agreement as an independent contractor and shall not be treated as an employee of Client for federal, state or local tax purposes or any other purposes. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture.

Section 2.04. WORK PRODUCT OWNERSHIP. All documentation and other work product developed by Consultant hereunder are and shall be the property of the Client.

### **ARTICLE 3. COMPENSATION**

Section 3.01. FEES. For consulting services provided by Consultant, Client agrees to pay Consultant in accordance with the following terms and conditions:

- 1) General consulting Fee of \$17,500, in five monthly payments of \$3,500 invoiced January to May 2023.
- 2) Consultant will bill Client for collateral and other deliverables upon completion of those tasks.
- 3) Consultant will invoice Client for other ordinary out-of-pocket expenses (at-cost) including but not limited to mileage, parking, project-related meetings, photocopies, postage, etc. Consultant shall submit detailed documentation of all out-of-pocket.
- 4) Consultant shall invoice Client as follows (please check one box)
  - Email to: beck@sdmsi.com
  - Mail to the attention of the executor of this agreement
  - Other (please specify)\_\_\_\_\_

Section 3.02. TIME FOR PAYMENT. Consultant shall submit an invoice for each installment plus expenses. Client agrees to pay invoices for approved fees and expenses within thirty (30) days after receipt from Consultant.

#### **ARTICLE 4. ADDITIONAL OBLIGATIONS OF CONSULTANT**

Section 4.01. LEVEL OF SERVICE. Consultant agrees to devote the time necessary to complete performance of the services described herein. Consultant is not precluded hereunder from representing, or performing services for, and being employed by other persons or companies provided that such services do not create a conflict of interest with Client.

Section 4.02. CONFIDENTIALITY. All materials, information, and documentation received by Consultant from Client are confidential and, accordingly, Consultant shall:

- 1) Hold such information in strict confidence;
- 2) Comply with any further instructions from Client relating to confidentiality.

Section 4.03. COMPLIANCE WITH LAWS. Consultant shall provide Client with all information under Consultant's control to assist Client in complying with all acts, laws, regulations and ordinances. Consultant shall perform all services hereunder so as to be in compliance with all acts, laws, regulations and ordinances.

Section 4.04. RECORD RETENTION. For a period of at least two years after termination of this Agreement, Consultant shall maintain such records as are necessary to substantiate that all invoices and other charges for payment hereunder were valid and properly chargeable to Client. Client, upon reasonable prior notice to Consultant, will be given the opportunity to audit such records at any reasonable time during the two year period in order to verify the accuracy of such invoices and other charges.

Section 4.05. ASSIGNMENT. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of Client, except as provided herein.

#### **ARTICLE 5. TERMINATION OF AGREEMENT**

Section 5.01. NOTICE. Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Client shall continue to pay to Consultant all of Consultant's fees and expenses accrued or incurred to and including the date of termination, including any amounts incurred or accrued in connection with work in progress.

#### **ARTICLE 6. GENERAL PROVISIONS**

Section 6.01. NOTICES. Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing, by guaranteed overnight delivery, or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing at the bottom of this Agreement, but each party may change the address only upon written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as the date received.

Section 6.02. ENTIRE CONTRACT. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to rendering of services by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, who are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties hereto.

Section 6.03. ATTORNEYS' FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees.

Section 6.04. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

Section 6.05. INDEMNIFICATION. Each party agrees to and shall defend, indemnify and hold harmless the other party, that indemnified party's parent company and all related or affiliated companies, and all affiliates, officers, directors, shareholders, associates, employees, servants and agents of each, from and against all claims, damages, expenses, including reasonable attorneys' fees and costs, losses, causes of action or suits which arise out of or relate to this Agreement; to the negligent act or omission, willful misconduct, other fault of any nature of the indemnifying party, its employees, agents, servants or subcontractors.

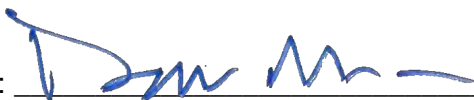
Section 6.06. AUTHORIZATION TO SIGN. The parties hereby represent and warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this contract.

Section 6.07. SEVERABILITY. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each and every remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Executed on the dates written below.

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

Peyton Fire Protection District  
c/o Special District Management  
141 Union Blvd. Ste. 150  
Lakewood, CO 80228

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

Roger Sherman  
Partner/COO  
CRL Associates, Inc.  
1137 Bannock Street  
Denver, CO 80204

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

Date: 1/5/2023



**Peyton Fire Protection District Initial Scope of Services and Project Costs  
December 13, 2022**

**INITIAL DRAFT SCOPE FOR DISCUSSION**

The following is an initial outline of scope of work to develop a public education plan, message platform, and related collateral as part of an educational effort prior to a proposed ballot measure in May 2023.

1. Project Kickoff – CRL will convene a project kick-off meeting with the CRL's project manager, the district's manager, members of the board of directors, and other identified by the District to complete a “deep dive” into the District's operations, review how new revenues would be used, and adjust a draft work plan, timeline and budget that incorporates tools and tactics necessary to succeed.
2. Community Grasstops Outreach – CRL will work with the District to identify and recruit community leaders through grasstops outreach. Current and former elected officials, business owners, civic leaders, and others will be identified to help communicate the importance of the proposed ballot measure. These individuals will be the pillars of much of our communications and outreach efforts used for throughout the campaign.
3. Messaging - By combining information from our project kickoff and stakeholder research, CRL will craft an effective message platform that resonates with the public. By developing three to five consistent talking points our goal is to ensure everyone is united in messaging. Messaging will be divided into two primary categories: (1) over-arching general messaging about the District and its services and (2) specific to a ballot measure and how the new station will benefit the district's residents.
4. Collateral - CRL will create collateral including a fact sheet, newsletter template, PowerPoint presentation and answers to frequently asked questions. Collateral will be designed to allow for use by the District in its ongoing communication and education efforts following the proposed 2023 ballot measure election.
5. Direct Mail - CRL recommends three “flights” of mail to “active” households. CRL will manage all aspects of the mail plan include design (copywriting, graphic design, etc.), printing, mail house production, project coordination and postage. Each mailing will consist of a four-color, 6”x9” postcard educating voters about the District's needs and how the ballot measure will address them.

**ESTIMATED PROJECT COSTS**

The following is an estimate of the overall project costs based on the above DRAFT scope. The final cost would be determined by the actual work plan finalized during our project kickoff meeting.

Consulting Fee (CRL)	\$17,500
Collateral	
Fact Sheet and General Collateral	\$1,250
Direct Mail (3 flights)	\$6,450
Miscellaneous out of pocket (no markup)	<u>\$750</u>
<b>TOTAL</b>	<b>\$25,950</b>