

PEYTON FIRE PROTECTION DISTRICT

Administrative Offices

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
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<https://peytonfpd.colorado.gov>

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
David Rolenc	President	2027/May 2027
Clayton Miller	Vice President	2027/May 2027
Ryan Orness	Treasurer	2027/May 2027
Amy Turner	Secretary	2025/May 2025
Victoria Markowski	Asst. Secretary	2025/May 2025

DATE: June 20,2023 (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/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>

Phone Number: 1 (253) 215-8782

Meeting ID: 546 911 9353

Passcode: 912873

I. ADMINISTRATIVE MATTERS

A. Pledge of Allegiance.

B. Present Disclosures of Potential Conflicts of Interest.

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

D. Review and approve the Minutes of the May 9, 2023 Regular Meeting (enclosure).

II. PUBLIC COMMENT

A. _____

III. FINANCIAL MATTERS

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

Fund	Period Ending May 31, 2023
General	\$ 14,599.83
Debt	\$ -0-
Capital	\$ -0-
Total	\$ 14,599.83

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- B. Review and accept unaudited financial statements for the period ending May 31, 2023 (enclosure).

-
- C. Discuss future financing ideas.
-

IV. OFFICER REPORTS/ANNOUNCEMENTS

- A. Chief (to be distributed).
-

1. Call Volumes.

2. Personnel Count.

3. Update on District Vehicles.

- B. Assistant Chief.
-

- C. Captain.
-

- D. President.
-

- E. Vice President.
-

F. Treasurer.

G. Secretary.

H. Auxiliary Report.

1. Discuss the events for the year.

V. LEGAL MATTERS

A. Review and ratify approval of Purchase and Sale Agreement between Bennett-Cullers Family Partnership, LLLP and the District for Station # 2 (enclosure).

B. Discuss update from CRL Associates Inc.

VI. OPERATIONS AND MAINTENANCE

A. Discuss Strategic Plan.

B. Discuss status of grant funding opportunities.

C. Discuss opportunities for targeted community outreach and services for residents.

VII. OTHER BUSINESS

A. Discuss future Agenda items.

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR TUESDAY, JULY 11, 2023.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE PEYTON FIRE PROTECTION DISTRICT HELD MAY 9, 2023

A Regular Meeting of the Board of Directors of the Peyton Fire Protection District (referred to hereafter as “Board”) was held on Tuesday, the 9th day of May, 2023, at 6:30 p.m. at the Peyton Fire Protection District Fire Station, 13665 Railroad Street, Peyton, Colorado 80831 and was also held by conference call. The meeting was open to the public to join by either method.

ATTENDANCE

Directors In Attendance Were:

Clayton Miller

Also In Attendance Were:

David Solin; Special District Management Services, Inc. (“SDMS”)

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

Oakley Revels; Assistant Chief

Firefighter Revels

Firefighter Lt. Zoorob

Victoria Markowski; Board Electee – Peyton Fire Protection District

David Rolenc, Amy Turner, Ryan Orness; Board Appointees

PLEDGE OF ALLEGIANCE

Pledge of Allegiance: Director Miller 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. Solin 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

ADMINISTRATIVE MATTERS

Agenda: Mr. Solin reviewed the proposed Agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Miller, seconded 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 teleconference and at the physical location.

Mr. Solin 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 April 11, 2023 Regular Meeting.

Following discussion, upon motion duly made by Director Miller, seconded and, upon vote, unanimously carried, the Minutes of the April 11, 2023 Regular Meeting were approved, as presented.

Appointment of Interim Acting President: The Board discussed an appointment of Interim Acting President.

Following discussion, upon motion duly made by Director Miller, seconded and, upon vote, unanimously carried, the Board appointed Director Miller as Interim Acting President.

Appointment of Directors: The Board considered the appointment of David Rolenc, Amy Turner, and Ryan Orness to fill the vacancies on the Board of Directors.

Following discussion, upon motion duly made by Director Miller, second and, upon vote, unanimously carried, David Rolenc, Amy Turner, and Ryan Orness were appointed to the Board of Directors.

Appointment of Officers: The Board entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made by Director Miller, seconded and, upon vote, unanimously carried, the following slate of officers was appointed:

RECORD OF PROCEEDINGS

President	David Rolenc
Vice President	Clayton Miller
Treasurer	Ryan Orness
Secretary	Amy Turner
Asst. Secretary	Victoria Markowski
Asst. Secretary	David Solin

PUBLIC COMMENT There were no comments from the public.

FINANCIAL MATTERS

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

Fund	Period Ending April 30, 2023	Special Payment Eso Solutions Inc
General	\$ 12,186.04	\$ 3,038.07
Debt	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-
Total	\$ 12,186.04	\$ 3,038.07

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

Financial Statements: Mr. Solin reviewed with the Board the unaudited financial statements of the District for the period ending April 30, 2023.

Following discussion, upon motion duly made by Director Miller, seconded and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District for the period ending April 30, 2023.

Colostrust Investment Resolution: The Board discuss Treasury Direct Investments and review the Colostrust Investment Resolution.

Following discussion, upon motion duly made by Director Miller, seconded and, upon vote, unanimously carried, the Board approved the Colostrust Investment Resolution.

Future Financing Ideas: There was no updates at this time.

OFFICER REPORTS/ ANNOUNCEMENTS

Fire Chief: Assistant Chief Revels reviewed with the Board the Fire Chief's report.

RECORD OF PROCEEDINGS

Monthly Call Volumes: Assistant Chief Revels reported that 43 calls were received in March 2023.

Personnel Count: Assistant Chief Revels reported that there are currently fifteen (15) fire fighters including twelve (12) full and three (3) on probationary status, one (1) of those being on a leave of absence.

District Vehicles: Assistant Chief Revels reported vehicle 3680 needs a new battery and all other vehicles are operational.

Assistant Chief: Assistant Chief Revels stated he ordered the 3 sets of bunker gear, and the delivery will be 6 months out. Assistant Chief Revels also noted that he negotiated with Black Forest Fire to purchase an ambulance for \$5,000.00. The ambulance has 81,000 miles and will need new tires.

Captain: There was no report at this time.

President: There was no report at this time.

Vice President: There was no report at this time.

Treasurer: There was no report at this time.

Secretary: Ms. Turner requested to have the Directors attend and help at the June 10th, 2023 pancake breakfast.

Auxiliary Report: There was no report at this time.

Events for the Year: The fire station will host a pancake breakfast on June 10th, 2023 for the community.

LEGAL MATTERS

CRL Associates, Inc.: Mr. Solin provided the Board with an update.

OPERATIONS AND MAINTENANCE

Strategic Plan: There was no update at this time.

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

Wildland Fire Program: The Board discussed there is a community outreach effort from Rivers Divide for wildland fire mitigation. Chief Revels and Chief Turner will work with them to assist in their efforts

Computer and Security System Maintenance:

RECORD OF PROCEEDINGS

New Camera System: Chief Revels discussed the camera system requested.

Following discussion, upon motion duly made by Director Miller, seconded and, upon vote, unanimously carried, the Board approved a new camera system not to exceed \$1,500.00.

Opportunities for Targeted Community Outreach and Services for Residents: There was no update at this time.

OTHER BUSINESS

There was other business at this time.

ADJOURNMENT

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

Respectfully submitted,

By /s/ David Solin
Secretary for the Meeting

THESE MINUTES ARE APPROVED AS THE OFFICIAL MAY 9, 2023
MEETING MINUTES OF THE PEYTON FIRE PROTECTION DISTRICT BY
THE BOARD OF DIRECTORS SIGNING BELOW:

Clayton Miller

**Peyton Fire Protection District
May-23**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Black Forest Fire Protection District	Ambulance Purchase	5/19/2023	5/19/2023	\$ 5,000.00	Ambulance Acquisition	1735
Century Link	325B April 2023	4/10/2023	5/10/2023	\$ 262.50	Utilities	1730
Century Link	636699042	4/16/2023	5/16/2023	\$ 357.95	Utilities	1730
Ed Glaser Propane, Inc	223950 April 2023	4/30/2023	4/30/2023	\$ 785.00	Utilities	1730
El Paso County Fleet Management Department	23020037-RI	4/30/2023	4/30/2023	\$ 600.15	Fuel	1714
Fairfield and Woods P.C.	253596	4/30/2023	4/30/2023	\$ 630.00	Legal	1675
Front Range Auto Glass	3571	4/18/2023	5/18/2023	\$ 275.00	Vehicle Repair and Maintenance	1712
John Deere Financial	April 2023 Stmt	4/30/2023	4/30/2023	\$ 712.25	Station Supplies	1703
Mug-A-Bug, Inc	487956	5/10/2023	5/11/2023	\$ 94.00	Bldg & Grounds - Maintenance	1722
Napa Calhan	727669	4/24/2023	4/24/2023	\$ 32.93	Vehicle Repair and Maintenance	1712
Napa Calhan	727674	4/24/2023	4/24/2023	\$ 202.69	Vehicle Repair and Maintenance	1712
Ranchland News	52950	4/20/2023	5/20/2023	\$ 17.78	Election	1687
Ranchland News	52473	2/9/2023	3/11/2023	\$ 26.18	Election	1687
Special Dist Management Svcs	Apr-23	4/30/2023	4/30/2023	\$ 2,959.60	Management	1680
Special Dist Management Svcs	Apr-23	4/30/2023	4/30/2023	\$ 2,336.20	Accounting	1612
Special Dist Management Svcs	Apr-23	4/30/2023	4/30/2023	\$ 304.00	Election	1635
Special Dist Management Svcs	Apr-23	4/30/2023	4/30/2023	\$ 3.60	Miscellaneous	1685
				\$ 14,599.83		

Peyton Fire Protection District

	May-23			
	General	Debt	Capital	Totals
Disbursements	\$ 14,599.83			\$ 14,599.83
Visa Expenses		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$ 14,599.83	\$ -	\$ -	\$ 14,599.83

PEYTON FIRE PROTECTION DISTRICT

FINANCIAL STATEMENTS

May 31, 2023

PEYTON FIRE PROTECTION DISTRICT
 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
 May 31, 2023

<u>ASSETS AND OTHER DEBITS</u>	<u>GENERAL</u>	<u>CAPITAL PROJECTS</u>	<u>FIXED ASSETS</u>	<u>TOTAL MEMO ONLY</u>
Assets				
Cash in Bank- First Bank Check	\$ 20,321.92	\$ -	\$ -	\$ 20,321.92
First Bank- Payroll	5,566.96	-	-	5,566.96
First Bank Savings	156,500.27	-	-	156,500.27
First Bank Reserve Fund	13,750.00	-	-	13,750.00
First Bank Tabor Reserve	8,625.00	-	-	8,625.00
ColoTrust	65,059.03	-	-	65,059.03
Cash with County Treasurer	-	-	-	-
Property Taxes Receivable	118,994.78	-	-	118,994.78
Accounts Receivable	63.77	-	-	63.77
1997 Pumper	-	25,000.00	-	25,000.00
Prepaid Expenses	10,453.94	-	-	10,453.94
Total Current Assets	<u>399,335.67</u>	<u>25,000.00</u>	<u>-</u>	<u>424,335.67</u>
Capital Assets				
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	-	-	(1,062,639.42)	(1,062,639.42)
Total Capital Assets	<u>-</u>	<u>-</u>	<u>264,879.92</u>	<u>264,879.92</u>
Total Assets	<u>\$ 399,335.67</u>	<u>\$ 25,000.00</u>	<u>\$ 264,879.92</u>	<u>\$ 689,215.59</u>
Liabilities				
1997 Pumper Lease	-	12,004.58	-	12,004.58
Total Liabilities	<u>-</u>	<u>12,004.58</u>	<u>-</u>	<u>12,004.58</u>
Deferred Inflows of Resources				
Deferred Property Taxes	118,994.78	-	-	118,994.78
Total Deferred Inflows of Resources	<u>118,994.78</u>	<u>-</u>	<u>-</u>	<u>118,994.78</u>
Fund Balance				
Investment in Fixed Assets	-	-	264,879.92	264,879.92
Fund Balance	161,491.64	(5,639.71)	-	155,851.93
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	108,255.63	-	-	108,255.63
Total Fund Balances	<u>280,340.89</u>	<u>12,995.42</u>	<u>264,879.92</u>	<u>558,216.23</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 399,335.67</u>	<u>\$ 25,000.00</u>	<u>\$ 264,879.92</u>	<u>\$ 689,215.59</u>

PEYTON FIRE PROTECTION DISTRICT
Statement of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
For the 5 Month Ending,
May 31, 2023
General Fund

Account Description	Period Actual	YTD Actual	Budget	Under/(Over) Budget	% of Budget
Revenues					
Property Tax Revenue	\$ 48,194.03	\$ 193,397.21	\$ 310,337.00	\$ 116,939.79	62.3%
Specific Ownership Taxes	2,407.72	10,226.75	32,000.00	21,773.25	32.0%
Interest Income	270.42	937.28	2,000.00	1,062.72	46.9%
Grants	-	-	2,000.00	2,000.00	0.0%
Firefighter Donations - Res.	-	-	500.00	500.00	0.0%
Rehabilitation Donations - Res.	-	-	500.00	500.00	0.0%
T-Shirts Donations - Res.	-	-	400.00	400.00	0.0%
Other Income	-	1,167.00	2,000.00	833.00	58.4%
Auxiliary Donation - Res.	-	-	500.00	500.00	0.0%
Total Revenues	50,872.17	205,728.24	350,237.00	144,508.76	58.7%
Expenditures					
<u>Administrative Expenses</u>					
Accounting	2,336.20	11,117.00	21,000.00	9,883.00	52.9%
Audit	-	-	400.00	400.00	0.0%
Election	304.00	1,539.00	6,000.00	4,461.00	25.7%
Insurance- SDA Liability, Auto	627.50	4,122.22	7,250.00	3,127.78	56.9%
Insurance-Auto	542.42	2,712.06	6,500.00	3,787.94	41.7%
Insurance-Worker's Comp	323.50	4,322.50	7,500.00	3,177.50	57.6%
Legal	630.00	4,145.00	24,000.00	19,855.00	17.3%
County Treasurer's Fees	723.83	2,873.33	4,655.00	1,781.67	61.7%
Management	2,959.60	11,173.60	30,000.00	18,826.40	37.2%
Computer Maintenance	-	-	2,500.00	2,500.00	0.0%
Office Expense	-	-	1,000.00	1,000.00	0.0%
Miscellaneous	98.42	850.36	4,000.00	3,149.64	21.3%
Election	43.96	43.96	-	(43.96)	0.0%
Workshops	-	-	3,250.00	3,250.00	0.0%
Professional Associations	89.95	1,355.58	1,000.00	(355.58)	135.6%
Community Outreach	-	-	2,500.00	2,500.00	0.0%
Salary Expense	3,750.00	18,750.00	45,000.00	26,250.00	41.7%
Payroll Processing Fees	93.70	533.45	1,300.00	766.55	41.0%
Payroll Taxes - Employer	531.17	2,737.59	1,500.00	(1,237.59)	182.5%
Pension Expense	-	-	5,000.00	5,000.00	0.0%
Total Administrative Expenditures	13,054.25	66,275.65	174,355.00	108,079.35	38.0%
<u>Operating Expenses</u>					
PPE-Structural Fire Equipment	-	-	6,000.00	6,000.00	0.0%
PPE-Wildland Equipment	-	-	5,000.00	5,000.00	0.0%
Firefighting Equipment	-	64.38	10,000.00	9,935.62	0.6%
PPE - Medical	-	-	2,000.00	2,000.00	0.0%
Station Supplies	712.25	1,961.38	2,000.00	38.62	98.1%
Fire Prevention	-	-	500.00	500.00	0.0%
Office Supplies - Operations	-	161.07	1,000.00	838.93	16.1%
EMS Training	-	25.00	10,000.00	9,975.00	0.3%
Uniforms	-	213.30	2,500.00	2,286.70	8.5%
Medical Supplies	-	1,504.38	5,000.00	3,495.62	30.1%
Structural Fire Training	-	30.00	3,000.00	2,970.00	1.0%
Firefighter Health and Welfare	-	647.42	3,000.00	2,352.58	21.6%
Equipment Maintenance	316.71	1,187.16	3,500.00	2,312.84	33.9%
Vehicle Repair and Maintenance	510.62	12,705.74	40,000.00	27,294.26	31.8%
Wildland Fire Training	-	-	3,000.00	3,000.00	0.0%
Fuel	1,343.04	6,655.61	13,000.00	6,344.39	51.2%

PEYTON FIRE PROTECTION DISTRICT
Statement of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
For the 5 Month Ending,
May 31, 2023
General Fund

Account Description	Period Actual	YTD Actual	Budget	Under/(Over) Budget	% of Budget
CO Spgs - Radio Fees	-	-	6,000.00	6,000.00	0.0%
Cell Phones & Tablets	-	-	6,000.00	6,000.00	0.0%
Radio Equipment	-	-	5,000.00	5,000.00	0.0%
ERS Reporting Service	-	3,038.07	3,000.00	(38.07)	101.3%
Bldg & Grounds - Maintenance	377.42	3,416.42	3,000.00	(416.42)	113.9%
Bldg & Grounds Equipment	-	-	1,000.00	1,000.00	0.0%
Auxiliary	-	-	1,000.00	1,000.00	0.0%
Rehabilitation	-	-	1,000.00	1,000.00	0.0%
Member Recognition	-	381.71	2,500.00	2,118.29	15.3%
Utilities	5,341.07	13,554.71	19,000.00	5,445.29	71.3%
Ambulance Acquisition	5,000.00	5,000.00	-	(5,000.00)	0.0%
Contingency	-	-	20,000.00	20,000.00	0.0%
Total Operation Expenditures	13,601.11	50,546.35	177,000.00	126,453.65	28.6%
Other Expenses					
Pension Plan Contribution	-	-	3,200.00	3,200.00	0.0%
T-Shirt Expense	-	-	-	-	0.0%
Transfer to Capital	-	1,487.59	120,641.00	119,153.41	1.2%
Grant Expense	-	-	-	-	0.0%
Station #2 Dev Exp	-	-	-	-	0.0%
Firefighter Donations Expense	-	-	-	-	0.0%
Emergency Reserve	-	-	-	-	0.0%
Total Other Expenses	-	1,487.59	123,841.00	122,353.41	1.2%
Total Expenditures	26,655.36	118,309.59	475,196.00	356,886.41	
Excess (Deficiency) of Revenues Over Expenditures	24,216.81	87,418.65	(124,959.00)	(212,377.65)	
Fund balance adjustments Transfers and Other Sources (Uses)					
Change in Fund Balance	24,216.81	87,418.65	(124,959.00)	(212,377.65)	
Beginning Fund Balance	256,124.08	192,922.24	-	(192,922.24)	
Ending Fund Balance	\$ 280,340.89	\$ 280,340.89	\$ (124,959.00)	\$ (405,299.89)	

PEYTON FIRE PROTECTION DISTRICT
Statement of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
For the 5 Month Ending,
May 31, 2023
Capital Projects Fund

<u>Account Description</u>	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Under/(Over) Budget</u>	<u>% of Budget</u>
Revenues					
Transfer from General Fund	\$ -	\$ 1,487.59	\$ 120,641.00	\$ 119,153.41	1.2%
Grants	-	-	-	-	0.0%
Total Revenues	<u>-</u>	<u>1,487.59</u>	<u>120,641.00</u>	<u>119,153.41</u>	<u>1.2%</u>
Expenditures					
Miscellaneous	-	-	500.00	500.00	0.0%
Capital Expense	-	-	120,000.00	120,000.00	0.0%
Lease Purchase Principal Pmts	-	1,487.59	5,668.00	4,180.41	26.2%
Total Expenditures	<u>-</u>	<u>1,487.59</u>	<u>126,168.00</u>	<u>124,680.41</u>	<u>1.2%</u>
Excess (Deficiency) of Revenues Over Expenditures	-	-	(5,527.00)	(5,527.00)	
Transfers and Other Sources (Uses)					
Total Transfers (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
Change in Fund Balance	-	-	(5,527.00)	(5,527.00)	
Fund balance adjustment - lease	-	-			
Beginning Fund Balance	12,995.42	12,995.42	3,412.00	3,412.00	
Ending Fund Balance	<u>\$ 12,995.42</u>	<u>\$ 12,995.42</u>	<u>\$ (2,115.00)</u>	<u>\$ (2,115.00)</u>	

PEYTON FIRE PROTECTION DISTRICT
Schedule of Cash Position
May 31, 2023

	<u>Rate</u>	<u>Operating</u>	<u>Capital Projects</u>	<u>Total</u>
Checking:				
First Bank Checking		\$ 20,321.92	\$ -	\$ 20,321.92
First Bank Payroll		\$ 5,566.96	-	5,566.96
Investments:				
First Bank Savings	1.0000%	\$ 156,500.27	\$ -	\$ 156,500.27
First Bank Savings - Reserve	1.0000%	\$ 13,750.00	\$ -	\$ 13,750.00
First Bank Savings - TABOR	1.0000%	\$ 8,625.00	\$ -	\$ 8,625.00
ColoTrust	## 5.1483%	\$ 65,059.03	\$ -	\$ 65,059.03
Total Funds		<u>\$ 269,823.18</u>	<u>\$ -</u>	<u>\$ 269,823.18</u>
	## for 9 of 31 days			

2023 Mill Levy Information:

Certified General Fund Mill Levy	6.130
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
May 31, 2023

<u>Account</u>	<u>Total</u>	<u>General Fund</u>	<u>Capital</u>
Sources			
Taxes	\$ 50,601.75	\$ 50,601.75	\$ -
Interest, Donations, Other	270.42	270.42	-
Total Sources	<u>\$ 50,872.17</u>	<u>\$ 50,872.17</u>	<u>\$ -</u>
Uses			
Administrative	\$ 13,054.25	\$ 13,054.25	\$ -
Operations	13,601.11	13,601.11	-
Total Uses	<u>\$ 26,655.36</u>	<u>\$ 26,655.36</u>	<u>\$ -</u>
Net Source/(Use)	<u>\$ 24,216.81</u>	<u>\$ 24,216.81</u>	<u>\$ -</u>

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is executed to be effective as of _____, 2023 (the “Effective Date”), by and between Bennett-Cullers Family Partnership, LLLP, a Colorado limited liability limited partnership (“Seller”) and the Peyton Fire Protection District, a Colorado quasi-municipal corporation of the State of Colorado (“Buyer”). (Seller and Buyer may be jointly referred to as the “Parties”).

RECITALS:

A. Seller is the owner of the Property (as defined in Exhibit A, attached hereto) located in El Paso County, Colorado. The Parties acknowledge that the Property is currently unplatted, but prior to Closing, the Property shall have been the subject of a subdivision exemption process in El Paso County Colorado, that may modify the legal description.

B. Seller desires to convey the Property to Buyer for the construction of a fire station and related accessory uses to a fire station without cost, intending to donate the Property to Buyer.

C. Buyer desires to obtain the Property for the purpose of constructing and operating a fire station and related accessory uses.

D. The Parties acknowledge that the conveyance of Property is not required by Seller in order to meet or satisfy any obligation of the Buyer or any other governmental agency.

E. The Parties acknowledge that the Property is currently unplatted but prior to Closing will be the subject of an exemption from subdivision pursuant to the rules and procedures of El Paso County Colorado.

AGREEMENTS:

NOW, THEREFORE, in consideration of the promises, covenants, representations, and warranties set forth in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as set forth below.

1. PURCHASE PRICE. The Seller intends to convey the Property without cost to the Buyer. The Parties acknowledge that the conveyance of the Property is not at fair market value and shall be treated as a donation. To the extent that a purchase price is required to consummate the contemplated transaction, the Parties agree to a purchase price of Ten US Dollars (\$10.00) and other good and valuable consideration as set forth herein. In reliance on the same good and valuable consideration expressed above, there shall not be any separate earnest money deposit required. Buyer understands that Seller may seek a tax deduction benefit arising out of the conveyance of the Property, and agrees to execute any documents reasonably requested by Seller in connection with Seller’s efforts, if any, to secure a tax deduction.

2. CONDITIONS PRECEDENT.

2.1 Entitlement Approvals. Buyer's obligation to close on the Property and Seller's obligation to make the deliveries in Section 3.2 are expressly conditioned on El Paso County's approval of: (1) an Exemption from Subdivision Application concerning the Property and (2) a Location and Extent Application concerning the Property (the "Entitlement Approvals"). Each application shall be at the sole cost of the Buyer, but Seller agrees to cooperate with Buyer in the submittal of documents necessary to obtain the Entitlement Approvals, including, but not limited to, executing required applications for the Entitlement Approvals and provide further signatures on documents required to obtain the Entitlement Approvals. Such cooperation shall be at no cost to Seller.

2.1 Title Review. Buyer may at its sole cost and expense order a title commitment to review the status of title for the Property. At any time prior to the Closing, defined in Section 3 below, Buyer may terminate this Agreement due to an unsatisfactory title condition. Seller shall have no obligation to cure any title objection of Buyer.

2.2 Survey. Seller agrees to forward any survey of the Property in its possession. Buyer may, at its own cost obtain a survey.

2.3 Omitted.

2.4 Inspection. Buyer hereby waives any inspection of the Property

3. CLOSING.

3.1 Time and Place. Closing will take place in the offices of Escrow Agent on the Closing Date, unless otherwise agreed.

3.2 Seller's Closing Deliveries. At Closing, Seller shall deliver to Escrow Agent:

3.2.1 A Special Warranty Deed in the form of Exhibit B attached to this Agreement ("Deed"), fully executed and properly acknowledged by Seller;

3.2.2 Omitted;

3.2.3 A written termination of any leases affecting the surface of the Property, if any, and

3.2.4 Any other instruments or documents as may be reasonably requested by Buyer or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which instruments or documents are subject to Seller's prior approval, which approval may not be unreasonably withheld, conditioned or delayed).

3.3 Buyer's Closing Deliveries. At Closing, Buyer shall deliver to Escrow Agent:

3.3.1 The funds required by Section 1 of this Agreement; and

3.3.2 Any other instruments or documents as may be reasonably requested by Seller or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Buyer's prior approval, which approval may not be unreasonably withheld, conditioned or delayed).

3.4 Closing Costs. Buyer shall pay the standard premium for the Title Policy and any additional premiums required for any extended coverage or endorsements requested by Buyer, and all Escrow fees and other costs normal and customary at Closing will be paid by Buyer. Real property taxes and assessments for the current tax year and other items will be prorated at Closing.

3.5 Possession. Buyer will be entitled to possession of the Property on the Closing Date.

4. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller agrees, represents and warrants to Buyer that:

4.1 Authority. Seller is a validly existing Colorado limited liability limited partnership and has full power and authority to enter into this Agreement and complete the Transaction.

4.2 Binding Agreement. Upon Seller's execution of this Agreement, this Agreement will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

4.3 No Violations. Seller has not received actual notice of any violation with regard to any applicable law, regulation, ordinance, requirement, covenant, condition, or restriction relating to the present use, occupancy, or condition of the Property from any person, authority or agency having jurisdiction over the Property.

4.4 Environmental. Seller has no actual knowledge, without investigation or inquiry, of the presence or existence of any Hazardous Materials (as defined below) or petroleum underground storage tanks on the Property that would necessitate or require remediation, cleanup or any other action in accordance with any Environmental Laws (as defined below). As used in this Agreement, the term "Hazardous Materials" is defined to include, without limitation, (i) oil hydrocarbons, petroleum, petroleum products or products

containing or derived from petroleum; and (ii) any hazardous or toxic waste, substance, material, chemical, gas or particulate matter, as presently defined by or for purposes of any Environmental Laws. As used in this Agreement, the term “Environmental Laws” is defined to include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. Section 300f, *et seq.*; the Clean Air Act, 42 U.S.C. Section 7401, *et seq.*; the Hazardous Waste Act, Colorado Revised Statutes, §25-15-101, *et seq.*; any rules, regulations, ordinances, orders or decrees issued pursuant to those laws; any other federal, state or local environmental, health or safety statute, ordinance, code, rule, regulation, order or decree as may now be in effect regulating, relating to or imposing liability or standards concerning or in connection with hazardous or toxic wastes, substances, materials, chemicals, gases or particulate matter or the emission, discharge, dumping or other release of any substance to the environment; and any common law theory based on nuisance or strict liability.

The foregoing representations and warranties must be true, correct and complete on and as of the Effective Date and on and as of the Closing Date. All representations and warranties by Seller set forth in this Agreement will survive Closing for a period of twelve (12) months.

4.5 As is. Except for the express representations and warranties of Seller contained in this Section 4 or in the Deed, Buyer agrees that Buyer is acquiring the Property in its current condition, as is, where is, in reliance solely on Buyer’s own inspections and not in reliance on any statement, representation, warranty, promise or agreement of any kind whatsoever by Seller. Buyer understands and agrees that except for as expressly provided in this Section 4 and the Deed, Seller has no obligations to disclose any facts or conditions, adverse or otherwise, regarding the Property.

5. BUYER’S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller that:

5.1 Authority. Buyer is a quasi-municipal corporation of the State of Colorado and is organized as a fire protection district under the laws of the state of Colorado and pursuant to its approved service plan, and has authority pursuant to the powers of the Board of Directors to enter into this Agreement and complete the Transaction.

5.2 Binding Agreement. Upon Buyer’s execution of this Agreement, this Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer’s execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.

5.3 No Oral Representations. Buyer hereby acknowledges that neither Seller nor any person acting on behalf of Seller has made any representation, warranty, guaranty or promise concerning the Property, whether oral or written, except as set forth in this Agreement.

The foregoing representations and warranties must be true, correct and complete on and as of the Effective Date and on and as of the Closing Date. All representations and warranties by Buyer set forth in this Agreement will survive the consummation of this Agreement and the delivery and recordation of the deed described in Section 5.2.1.

6. CLOSING DATE. The Closing of this transaction shall occur thirty (30) days after the Seller obtains the Entitlement Approvals as defined in Section 2.1, or a later date as the parties may agree to in writing. Notwithstanding any terms in this Agreement to the contrary, should Buyer fail to attain the Entitlement Approvals within one year of the Effective Date due to no fault of Seller, this Agreement shall terminate automatically unless extended by a written agreement of the Parties prior to such automatic termination.

7. RISK OF LOSS. The risk of loss will be upon Seller until Closing. In the event of any material loss or damage to or condemnation of the Property prior to Closing, Buyer may terminate this Agreement.

8. REMEDIES.

8.1 If Seller fails to perform any of Seller's obligations under this Agreement and that failure continues for five (5) days after Seller's receipt of written notice from Buyer, Buyer may, as Buyer's sole remedy for Seller's failure, either: (i) terminate this Agreement in accordance with Section 9; or (ii) waive the default and proceed to Closing.

8.2 If Buyer fails to perform any of Buyer's obligations under this Agreement and that failure continues for five (5) days after Buyer's receipt of written notice from Seller, Seller's sole remedy is to terminate this Agreement in accordance with Section 9.

9. TERMINATION. If Buyer or Seller elects to terminate this Agreement as provided pursuant to Section 8 above, the terminating party shall give written notice of the termination to the other party and Escrow Agent. Upon delivery of such documents, this Agreement and the Escrow will be deemed terminated, and except as provided in this Agreement neither party will have any further liability or obligation under this Agreement.

10. Omitted.

11. NOTICES. Any notice given in connection with the Transaction must be in writing and must be given by personal delivery, overnight delivery, confirmed email, or United States certified or registered mail with postage prepaid and return receipt requested, addressed to Seller or Buyer at the following addresses (or at another address as Seller or Buyer or the person receiving copies may designate in writing) or to the following relevant email addresses:

SELLER: Bennett-Cullers Family Partnership, LLLP,
a Colorado limited liability limited partnership
PO Box 34

Peyton, CO 80831
bennettranchpeyton@msn.com

With a copy to: Jeffrey B. Cullers, Esq.
Herms and Cullers, LLC
3600 South College, Suite 204
Ft. Collins, CO 80525
Phone: (970) 498-9999
Email: jeff@hhlawoffice.com

BUYER: Peyton Fire Protection District,
a Colorado quasi-municipal corporation

c/o District Manager
Special District Management Services, Inc.
141 Union Blvd., Suite 150
Lakewood, CO 80228
Email: dsolin@sdsmi.com

With copy to Fairfield and Woods, P.C.
1801 California Street, #2600
Denver, CO 80202
Email: jreutzel@fwlaw.com

ESCROW AGENT Fidelity National Title Company
8055 E. Tufts Avenue, Suite 900
Denver, CO 80237
Attn: Sonya Bailey

Notice is deemed to have been given on the date the notice is delivered by personal delivery, or by confirmed facsimile, or by confirmed email delivery or on the date the notice is deposited with an overnight delivery service or in the United States mail. Notice is deemed to have been received on the date the notice is actually received or delivery is refused. Copies of all notices given to Seller or Buyer must be given to Escrow Agent.

12. ESCROW CANCELLATION CHARGES. If the Escrow fails to close for any reason other than Seller's default, Buyer will be liable for any escrow and title commitment cancellation charges by Escrow Agent. If the Escrow fails to close because of Seller's default, Seller will be liable for any such cancellation charges by Escrow Agent.

13. CONVEYANCE SUBJECT TO POSSIBILITY OF REVERTER. Seller's conveyance of the Property in fee simple absolute is subject to the possibility of reverter

contained in the Deed, attached hereto as Exhibit B.

14. ADDITIONAL ACTS. The parties agree to execute promptly all other documents and perform all other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

15. BUSINESS DAYS. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, that act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

16. WAIVER. The waiver by any party to this Agreement of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

17. SURVIVAL. Subject to the terms of Section 9, all of the covenants, agreements, representations, and warranties set forth in this Agreement survive Closing and do not merge into any deed, assignment or other instrument executed or delivered under this Agreement.

18. COUNTERPARTS. This Agreement may be executed in one or more counterparts, which taken together shall constitute one and the same document. Delivery of an executed counterpart of a signature page of this Agreement or any document contemplated by this Agreement (excluding the Deed) via electronic mail or electronic signing service such as DocuSign shall be as effective as delivery of an executed original.

19. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and assigns. The foregoing notwithstanding, if Buyer assigns its rights under this Agreement, Buyer shall remain primarily liable for the performance of all Buyer's obligations under this Agreement.

20. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement as of the Effective Date; it supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by Buyer and Seller.

21. CONSTRUCTION. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement must be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of this Agreement.

22. HEADINGS. The headings in this Agreement are for reference only and do not

limit or define the meaning of any provision of this Agreement.

23. NO THIRD PARTY BENEFICIARY. No term or provision of this Agreement or the exhibits to this Agreement is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party to this Agreement (including, without limitation, any broker), and no other person, firm, corporation or entity has any right or cause of action under this Agreement.

24. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.

25. Omitted.

26. INCORPORATION BY REFERENCE. All exhibits to this Agreement are fully incorporated into this Agreement as though set forth in full.

27. GOVERNING LAW. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Colorado.

28. FENCES AND GATES. Prior to any construction or excavation activities on the Property, Buyer agrees to enclose the Property with fencing of similar character to the fencing that currently exists on the northern border of the Property abutting Sweet Rd. The primary purpose of such perimeter fencing is to protect livestock that may be located on Seller's retained lands that surround the Property. Buyer shall maintain in good repair all such perimeter fencing that encloses the Property for so long as Buyer, its successors and assigns, own the Property. Furthermore, should the Property's current fencing along Sweet Road contain an access gate, Buyer agrees that Buyer shall install a new access gate in a new location along Sweet Road as reasonably directed by Seller. The purpose of the new gate is so that Seller may continue to access to Seller's retained land that surrounds the Property that is the subject of this Agreement, without entering onto the Property. Buyer shall install such new gate within sixty days of establishment of the location. Buyer shall have no obligation to maintain such new gate in good repair.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:.

SELLER:

BENNETT-CULLERS FAMILY PARTNERSHIP, LLLP
a Colorado limited liability limited partnership

PALMER RIDGE, LLC, General Partner

By: _____
Sharon R. Bennett, Manager of Palmer Ridge, LLC

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, by Sharon R. Bennett, as Manager of Palmer Ridge, LLC, general partner of Bennett-Cullers Family Partnership, LLLP. WITNESS my hand and official seal.
My commission expires: _____

BUYER:

PEYTON FIRE PROTECTION DISTRICT,
A Colorado quasi- municipal corporation

By: Clayton D. Miller
President

Attest:



Secretary

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 63 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 330.00 FEET OF THE EAST 330.00 FEET OF THE NORTHWEST QUARTER OF SECTION 30.

CONTAINING 2.50 ACRES +/-

EXHIBIT B

SPECIAL WARRANTY DEED
(Exhibit Only- do not sign)

(Space above for Recorder's use)

SPECIAL WARRANTY DEED

Grantor: Bennett-Cullers Family Partnership, LLLP
a Colorado limited liability limited partnership
PO Box 34
Peyton, CO 80831

Grantee: Peyton Fire Protection District
a Colorado quasi-municipal corporation

For value received, Grantor hereby conveys, grants, and warrants unto Grantee its entire right, title, and interest in and to the real property in El Paso County, Colorado, described below, together with all improvements, appurtenances, that relate or pertain thereto, excepting therefrom any and all minerals, including, but not limited to oil, gas and hydrocarbons (collectively, the "Property"), to have and to hold the same unto Grantee and its successors and assigns forever:

See Exhibit A attached hereto and made a part hereof.

Grantor conveys the Property subject to the possibility of reverter upon the following conditions: (1) Grantee fails to construct a fire station and related accessory uses on the Property within five (5) years from the recording date of this instrument; (2) once constructed, the fire station and related improvements cease to be used by the Grantee for the purpose of a fire station for a period of six (6) months from the date of abandonment by the Grantee; or (3) Grantee conveys the Property to any entity whose primary purpose or activity is not fire protection, in which case such conveyance shall be void.

Grantor does hereby covenant with and warrant to Grantee that Grantor is lawfully seized in fee simple of the Property, has good right and lawful authority to sell and convey the Property, and that Grantor warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

GRANTOR:

BENNETT-CULLERS FAMILY PARTNERSHIP, LLLP

a Colorado limited liability limited partnership

PALMER RIDGE, LLC, General Partner

By: _____
Sharon R. Bennett, Manager of Palmer Ridge, LLC

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, by Sharon R. Bennett, as Manager of Palmer Ridge, LLC, general partner of Bennett-Cullers Family Partnership, LLLP. WITNESS my hand and official seal.
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 63 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 330.00 FEET OF THE EAST 330.00 FEET OF THE NORTHWEST QUARTER OF SECTION 30.

CONTAINING 2.50 ACRES +/-