

GLACIER VIEW FIRE PROTECTION DISTRICT

BOARD PACKET

FEBRUARY 10, 2025

PART 1

DRAFT

GLACIER VIEW FIRE PROTECTION DISTRICT

Agenda

February 10, 2025

Call to Order—Roll Call

Confirm Acceptance of the Agenda

Secretary's Report

- **Action:** Approval of Minutes for January, 2025

Treasurer's Report

- **Action:** Approval of Treasurer Thompson as signatory for MinnWest Bank CD account.

Chief's Report

- Volunteers Recognition and Swearing-in: Administrative, Emergency.
- Emergency Volunteers Activity Report for November, 2024
- Administrative Officer's Report.

CWPP-IT Report

- Mitigation Volunteers Recognition and Swearing-in.
- Activity report for January, 2025.

Unfinished Business

- Strategic Planning Project for 2025 (Moved to July, 2025)
- Comparison of Insurance Providers & Policies (Moved to March, 2025)

New Business

- Resolution approving Application for Audit Exemption (attached)
- Board signatures for Application for the Exemption for Audit Long Form
- Policy raising the limit on checks requiring two Board Member signatures—

Recommendation: The Financial Policy for board members be updated to require one board member signature on checks under \$2,000 and two board member signatures for checks over \$2,000. The Treasurer's Report for all checks over \$1,000 remains the same.

Public Comments

During Public Comment there will be three minutes per person. The Board cannot get into a discussion about an item. If the Board feels an item needs to move forward it will then be put on a future agenda. For clarification, a public member speaking will need identify who they represent, such as community member or GVM HOA Board member.

Directors' Comments

Adjournment

Scheduled Board Meeting: March 10, 2025

ATTACHMENT 1

RESOLUTION 2025 02-10

APPLICATION FOR EXEMPTION FROM AUDIT

(Pursuant to Section 2901-604, C.R.S.)

A RESOLUTION APPROVING AN APPLICATION FOR EXEMPTION FROM AUDIT FOR FISCAL YEAR 2024 FOR THE GLACIER VIEW FIRE PROTECTION DISTRICT, STATE OF COLORADO.

WHEREAS, the Board of Directors of the Glacier View Fire Protection District wishes to claim exemption from the audit requirements of Section 29-1-603, C.R.S.; and

WHEREAS, Section 29-1-604, C.R.S. states that any local government where neither revenues nor expenditures exceed five hundred thousand dollars may, with the approval of the state auditor, be exempt from the provision of Section 29-1-603, C.R.S.; and

WHEREAS, neither revenues nor expenditures for the Glacier View Fire Protection District exceeded \$750,000 for fiscal year 2024; and

WHEREAS, an application for exemption from audit for the Glacier View Fire Protection District has been prepared by Anderson & Whitney, PC a professional corporation of certified public accountants with knowledge of government accounting; and

WHEREAS, said application from audit has been completed in accordance with regulations issued by the state auditor.

NOW THEREFORE, be it resolved by the Board of Directors of the Glacier View Fire Protection District that the application for exemption from audit for the Glacier View Fire Protection District for the fiscal year ended December 31, 2024, has been reviewed and is hereby approved by a majority of the Board of Directors of the Glacier View Fire Protection District.

The undersigned hereby certifies that he/she is the duly elected and qualified Board of Director and the custodian of the books and records and seal of Glacier View Fire Protection District, a Special District, duly formed pursuant to the laws of the state of Colorado and that the foregoing is a true record of a resolution duly adopted at a meeting of the Glacier View Fire Protection Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Special District on March 19th, 2024 and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Glacier View Fire Protection District Board of Director Treasurer and have hereunto affixed the corporate seal of the above-named Special District this, 10th day of February 2025.

David Thompson – GVFPD Board of Director - Treasurer

MINUTES

for
January 13, 2024

The Regular GVFPD Board meeting was called to order by President Burk at 7:00pm

Board of Directors Members present: President David Burk, Vice President Warren Jones, Treasurer David Thompson, Secretary Berton Lee Lamb, Director Steve Groeteke.

Fire Department Members present: Administrative Officer Ashley Johnson, Recording Secretary Amari Victoria, Chief Dan Knox (via Zoom), Deputy Chief Jim Perry. CWPPIT: Tom Hausfeld, Henry Hudson, Dave Koster.

Public Members present: Les Thurman, Elizabeth Menning.

Agenda for Monday, January 13, 2025, approved without dissent.

Secretary's Report

Action Secretary Lamb moved to Approve the Minutes for December 9, 2024, with one correction in the Public Comments section, where 'President Burk' should be replaced with 'Vice President Jones'. Treasurer Thompson seconded. No discussion. Motion carried 5-0.

The title and summary of Resolution 2025-01-13 Resolution of the Board of Directors of the Glacier View Fire Protection District Establishing Regular Meeting Dates, Time, and Location, and Designating Location For Posting of 24-Hour Notices was read into the record by President Burk. (See Attachment 1)

Action: Vice President Jones moved to adopt Resolution 2025-01-13. Treasurer Thompson seconded. No discussion.
Motion carried 5-0

Treasurer's Report

A detailed Treasurer's Report is included in the January 13, 2025, Board Packet.

Treasurer Thompson summarized the report in the Board Packet, including end-of-year activities. Discussion included an explanation of the income including the 120% of budget income amount. This number is due to grants received by GVFPD during the fiscal year. Further discussion included updating of the financial software so that appropriate category headings should show CWPP IT. Treasurer Thompson indicated that these will be updated.

Action Vice President Jones moved to approve the Treasurer's Report as presented. President Burk seconded. No discussion.
Motion Carried 5-0.

Chief's Report

Chief Dan Knox's detailed report is included in the January 13, 2025, Board Packet. Chief Knox summarized the report included in the February, 10 2025 Board Packet.

Chief Knox talked about the various types of apparatus owned or operated by the GVFPD. Discussion followed about retention and replacement of apparatus. Applying and reapplying for grants was discussed. Training in CPR offered by GVFPD was summarized. Chief Knox praised the dispatcher efforts and excellent decision-making by emergency personnel during a call this month where a second medical call occurred during the first medical call. A letter of appreciation by Chief Knox to be given to the responders will be prepared by Chief Knox for the Board of Directors members to sign.

Recording Secretary Victoria found a website which contains information about apparatus: <https://www.bmefire.com/types-of-fire-trucks/>.

CWPPIT

Coordinator Hausfeld summarized the report included in the January 13, 2025, Board Packet.

Discussion followed regarding leadership in the next scheduled “burn” event. Chief Knox responded that GVFPD will be performing the burn, because County personnel who performed the burn last season will not be attending. Further discussion referred to the required burn permits. Chief Knox reported that GVFPD has all the required permits and personnel. Coordinator Hausfeld played the Community Mitigation Grant program video, in which he represented GVFPD and CWPP IT. Comments praised the video as very well done and informative.

Committee Reports

No report available.

Unfinished Business

Action: Strategic Planning for GVFPD carried forward to the July, 2025, Board of Directors meeting. Approved without dissent.

New Business

GVFPD insurance investigation and comparison:

Action: Comparison of insurance carriers and policies will be carried forward to the February 10, 2025, Board of Directors meeting. Approved without dissent.

Resolutions

The title and summary of Resolution 2025-01-13 02 Resolution of the Board of Directors of the Glacier View Fire Protection District Calling for an Election on May 6, 2025 was read into the record by President Burk. (See Attachment 2)

Action: Treasurer Thompson moved to adopt Resolution 2025-01-13 02 with the title corrected such that the Resolution could be read officially and correctly into the record. President Burk seconded. No discussion.
Motion carried 5-0

The title and summary of Resolution 2025-01-13 03 Resolution of the Board of Directors of the Glacier View Fire Protection District Appointing a Designated Election Official and Authorizing Designated Election Official to Cancel Election was read into the record by President Burk. (See Attachment 3)

Action: Vice President Jones moved to adopt Resolution 2025-01-13 03. President Burk seconded. Discussion included Secretary Lamb re-iterating item #1 of the Resolution indicating that Steve Cummings has been name the Designated Election Officer (DEO). Motion carried 5-0

Action Secretary Lamb moved to direct the Chief to coordinate with the Administrative Officer and Designated Election Official to announce and advertise the District election following the Special District Association guidelines and State of Colorado statutes and regulations. President Burk seconded. No discussion. Motion Carried 5-0.

Public Comments

Speaking as a GVFPD member, Les Thurman said regarding the two nearly simultaneous, serious medical calls taken by GVFPD EMTs, that the EMTs did a tremendous job, and commented that GVFPD training needs to be ongoing.

Dan Knox, speaking as a GVFPD member, concerning the California wildfires, commented that Colorado has sent nine strike teams consisting of about 50 firefighters, along with equipment. He noted that Assistant Chief Peter Henderson had been deployed to California beginning on January 11, 2025, and would stay until the end of the month.

Directors Comments:

Director Groeteke commented about GVFPD accomplishments mentioning that if it weren't for our volunteers, what we do doesn't mean as much.

Treasurer Thompson mentioned that he feels good about the integration of all of the parts of GVFPD and expressed appreciation for them all.

Secretary Lamb echoed the comments of Director Groeteke and Treasurer Thompson. He mentioned that he would like to see more public exposure of the work done by GVFPD, especially the successes. The work being done is appreciated. Secretary Lamb also spoke about the situation in Pacific Palisades, CA and how easement mitigation is so important.

Vice President Jones complimented the GVFPD holiday party and its organizers. He mentioned the accomplishments of the prior year, including two new trucks. He further commented that it was a good last year, with a good new year to come.

President Burk complimented the training programs, including those for extreme events. He commented that it was a testament to the leadership and membership of GVFPD.

Adjournment:

Action Treasurer Thompson moved to adjourn the regular meeting of the GVFPD Board. Director Groeteke seconded. Motion carried 5-0.

President Burk declared the meeting adjourned at 8:20 pm MST

Respectfully Submitted,

Berton Lee Lamb
Secretary
and Amari Victoria
Recording Secretary

Board Actions

Approved unanimously Resolution 2025-01-13.
Approved unanimously Resolution 2025-01-13 02.
Approved unanimously Resolution 2025-01-13 03.

NEXT BOARD MEETING FEBRUARY 10, 2025

ATTACHMENT 1

RESOLUTION NO. 2025-01-13

RESOLUTION OF THE BOARD OF DIRECTORS OF THE GLACIER VIEW FIRE PROTECTION DISTRICT ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES

A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.

C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.

E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda

of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Glacier View Fire Protection District (the “**District**”), Larimer County, Colorado:

1. That the Board of Directors (the “**District Board**”) has determined that regular meetings of the District Board for the year 2025 shall be held the second Monday of each month at 7 p.m. at Station 1, 1414 Green Mountain Drive, Livermore, CO 80536.
2. That the District has established the following District Website, www.glacierviewfire.gov and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

ADOPTED THIS 13th Day of January, 2025

President

Attest: _____
GVFPD – Board of Director

Seal

Attachment 2

Resolution No. 2025 01-13-02

**RESOLUTION
BOARD OF DIRECTORS
GLACIER VIEW FIRE PROTECTION DISTRICT**

A RESOLUTION CALLING FOR AN ELECTION ON MAY 6, 2025

WHEREAS, the Glacier View Fire Protection District ("***District***") is a political subdivision of the State of Colorado, organized pursuant to C.R.S. § 32-1-101, *et seq.* ("***Act***");

WHEREAS, pursuant to C.R.S. § 1-13.5-111, the District is required to hold a regular election on the Tuesday succeeding the first Monday in May in the year 2025 to fill Director positions that have become vacant through expiration of the term of office or otherwise. Accordingly, the District is required to hold an election on May 6, 2025 ("***Election***");

WHEREAS, during the Election, three (3) eligible electors must be elected to fill the positions currently held by Directors Burke, Groetke, and Lamb, which elected officials will then serve for a term of four (4) years each.

WHEREAS, pursuant to C.R.S. §§ 1-13.5-108 and 32-1-804(2), the District's Board of Directors ("***Board***") is required to name a Designated Election Official ("***DEO***") who is responsible for conducting the Election in accordance with the Colorado Local Government Election Code, the Special District Act, and all other applicable laws, rules, and regulations (collectively, "***Applicable Law***");

WHEREAS, it is necessary to set forth certain procedures concerning the conduct of the Election.

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

1. A regular election of the eligible electors of the District shall be held on May 6, 2025 between the hours of 7:00 a.m. and 7:00 p.m. pursuant to and in accordance with all Applicable Law. At that time, three (3) Directors will be elected to serve a term of four (4) years each.
2. The Board hereby designates Steve Cummings to serve as the District's DEO for the Election. The Board may, in its discretion, retain a special districts elections consultant or firm to assist the DEO in conducting the Election. The Board or DEO may also appoint a Deputy DEO who holds the same authority as the DEO. The DEO, Deputy DEO and, if applicable, elections consultant(s) or firm(s), shall have full authority to take any and all actions necessary and appropriate to conduct the Election in accordance with the requirements of Applicable Law, including, but not limited to, publishing a Call for Nominations, designating one or more polling place(s) within the boundaries of the District, and appointing election judges.

3. Self-Nomination and Acceptance Forms shall be available at the DEO's office located at the District Headquarters, 1414 Green Mountain Drive, Livermore CO 80536, Colorado. All candidates must file Self-Nomination and Acceptance Forms with the DEO no later than the close of business on Friday, February 28, 2025

4. If Applicable Law permits the DEO to cancel the Election because, on the date established by Applicable Law, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent to be a write-in candidate, and the Board has not elected to add any matters to the May 2025 Ballot, then the DEO, Deputy DEO, or, if applicable, elections consultant or firm, may cancel the Election in accordance with the requirements of Applicable Law. In such case, the DEO, Deputy DEO, or, if applicable, elections consultant or firm, shall have full authority to take any and all actions necessary and appropriate to cancel the Election.

5. If the District must hold a contested election, the Board will determine if the election will be polling place or mail ballot by March 7, one week after self-nominations are due, and will determine at that time if there will be any questions placed on the ballot. The Board understands the Ballot content must be certified by March 7.

6. If an election is required, the DEO, Deputy DEO, or, if applicable, elections consultant or firm, shall have full authority to take any and all actions necessary and appropriate to run the Election as a polling place or mail ballot election as determined by the Board.

7. The District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation, if necessary.

8. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

9. The provisions of this Resolution shall take effect immediately.

ADOPTED this 13th day of January, 2025 by the Board of Directors of the Glacier View Fire Protection District.

David Burk, President

ATTEST

Berton Lee Lamb, Secretary

ATTACHMENT 3

RESOLUTION 2025 01-13-03

APPOINTING A DESIGNATED ELECTION OFFICIAL AND AUTHORIZING DESIGNATED ELECTION OFFICIAL TO CANCEL ELECTION

§32-1-804(2), 1-13.5-108, 1-13.5-513, C.R.S.

WHEREAS, pursuant to 32-1-804(2), C.R.S., the Board of Directors of the Glacier View Fire Protection District, Larimer County, Colorado is authorized to designate a Designated Election Official (the “DEO”) to exercise the authority of the Board in conducting the election, and

WHEREAS, pursuant to 1-13.5-513, C.R.S., the Board can authorize the DEO to cancel the election upon certain conditions;

NOW THEREFORE, be it resolved by the Board of Directors of Glacier View Fire Protection District, Larimer County, Colorado that:

1. the Board hereby names [has named] Steve Cummings as the DEO for the regular special district election scheduled for the 6th day of May, 2025.
2. the Board hereby authorizes and directs the DEO, if the only matter before the electors is the election of persons to office, to cancel said election and declare the candidates elected, if at the close of business on the sixty-third day before the election there are not more candidates than offices to be filled, including candidates filing affidavits of intent to run as write-in candidates.
3. the Board further authorizes and directs the DEO to publish and post a Notice of Cancellation of election at each polling place and in the offices of the DEO, the county clerk and Recorder of each county in which the district is located. The DEO shall also notify the candidates that the election was cancelled, and they are elected by acclamation.
4. Pursuant to §1-13.5-513(1)&(4), if the DEO has cancelled the election, the DEO or district shall file the Notice of Cancellation with the Division of Local Government.

Adopted and approved this 13th day of January 2025, by the Board of Directors of the
Glacier View Fire Protection District, Larimer County, Colorado.

(SEAL)

President

Secretary

PROCEDURAL INSTRUCTIONS:

**District shall publish Notice of Cancellation, form SD-11, if election is cancelled. District may file
both this resolution and notice with the Division of Local Government.**

Only Notice of Cancellation must be filed.

**TREASURER'S REPORT
SEE BOARD PACKET PART 2**

Chief's Report

Operations

- Squad 2 replacement discussion – See Staff report
- We are talking to the GVM HOA about partnering together to add possible water storage locations. This could help both GVFPD with water sources, and the GVM community.
- 2024 DU emergency services building contract – please see their attached standard contract format. We will need to meet with them and fill out the blank areas, then have our lawyers look at it.
- Grants- The DFPC grant is open, which is up to \$20,000 for PPE and certain equipment that they have listed. We are good on PPE for 2025, so we will put in for 3 SCBA's, which we can outfit the new Tender with. There will be a small Larimer County Grant available in February-March, up to \$8000. The EMTS (Emergency Medical and Trauma Service) grant is open, which is 50% match for emergency medical equipment. We can apply for the Squad 2 replacement. We will reapply for the Firehouse grant in April for the UTV. We were unable to put in for the exhaust system on the AFG (Assistance to Firefighter Grant) due to an issue that they did not have us in their system anymore, and we need to fill out paperwork and send it to them, which we could not get done prior to the close of the grant. We are looking at other grants for the exhaust system.
- Training – Structure fire training will be our focus for Jan, Feb, March. And we are working out the details to use the Loveland Fire Authority training facility in March or April for live fire. We will then transition to Wildland fire training, with our Wildland recertification training in early May with Livermore Fire Department.
- Brandi Mann and Paula Rainsberger have received their State Certifications, and are now able to practice as EMT's for GVFD. Casey Johnson will complete his mid-February.

Respectfully submitted,
Dan Knox – GVFPD Chief

Staff Report: Squad 2

Staff Report

Squad 2 replacement

Date 1/20/25

Submitted by Dan Knox

Needs Statement

Replace Squad 2 in 2025 rather than the planned time of 2028 per the Capital Replacement plan

Background

Squad 2 is a 2006 Chevrolet Silverado 2500 4x4 pick up with a topper. It is used as a QRV (quick reaction vehicle) and command vehicle on calls by an assigned officer or member. We currently have 2 squads, and our squad system was developed in which we keep a squad at a members house in order to quickly respond directly to calls or use as a personnel/equipment carrier as needed. This enables us to get someone on scene faster to begin patient care or get a scene size up and take command.

Squad 2 is designated for replacement in 2028, but due to the current condition of the vehicle and increased maintenance due to its use, we would like to move up the replacement timeline to 2025.

Options

1. Keep Squad 2 until 2028 and replace at that time.
2. Look for a 50% matching grant and purchase a new squad in 2025
3. Purchase a used squad in 2025

Recommendation

We recommend option 2, and if unable to get a grant, go with option 3

Fiscal Impact

\$40,000 – either with option 2 or option 3.

Comments

We can move up the money for the Squad 2 replacement for 2028 to 2025, which will be approximately \$32,000, without a negative impact on the Capital Replacement Plan. We also have \$20,000 extra that is not marked for any projects coming in 2025 from the property tax increase, and we received \$15,000 in donations in 2024 that could be used. We could keep the current squad for CWPP-IT to use for pulling the dump trailer on projects until we can find a viable vehicle for them. This would help them so they would not have to use personal vehicles for their projects, and it would keep the district from being responsible for any incidents from using their personal vehicles. When we can get a better vehicle for the CWPP-IT, we would sell the old replaced squad.

Administration

Administrative Officer's Report for January 2025

Update on new Email Addresses

The transition to using the new email addresses is in progress. If anyone is having issues getting started with the new email account, let me know and we can work through the process.

To transfer emails to the new email accounts, it will be best to forward them to the new email accounts and then organize them there. If you have hundreds of emails to transfer over, we will need to work with Chad Shields to work out a way to download them directly.

January's Accomplishments

- Glacier View Fire Protection District Website is fully up to date. Our website accessibility score is 100%. I'm about 1/3 of the way through remediating the GVFPD- Community Wildfire Protection Plan, it is still available in archived status.
- Submitted the Approved 2025 Budget is signed by Board President and Treasurer to DLG, before the January 31st deadline.
- Coordinated with Minnwest Bank to add David Thompson and Warren Jones to the investment CDs.
- Posted Call of Nominations to the Coloradoan, Facebook, Nextdoor, GVFD website, and put a copy in our window.
- Attended meeting with Josh Roberts to learn new ambulance licensing process.
- Attended training for the new process to approved Special Event Permits for Larimer County
- Processed all invoices and payments on time.
- Processed all tax documents such as the Quarterly Reports and W2s for employees.
- Tried to get Glacier View Fire Protection District added to Nextdoor as available charity, but was unsuccessful because we are a government entity.
- I will be getting insurance quotes from Colorado Special Districts Property and Liability Pool and Ascent Insurance Solutions so that we can compare prices with Tribbett Insurance rates.

See Attachments 1 & 2 for Recommended Action

Respectfully Submitted,

Ashley Johnson

Administrative Officer

Administrative Officer's Report: Attachment 1

Minnwest Bank Signatures

Resolution of Lodge, Association or Other Similar Organization

Minnwest Bank

By: Glacier View Fire District

Redwood Falls - Downtown PH (507) 637-5731
300 South Washington, PO Box 439, Redwood Falls, MN 56283

1414 Green Mountain Dr
Livermore CO 80536

Referred to in this document as "Financial Institution"

Referred to in this document as "Association"

I, David Thompson, certify that I am Secretary (clerk) of the above named association organized under the laws of Colorado, Federal Employer I.D. Number 84-1125296, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Association duly and properly called and held on 2/3/2025 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>Daniel Gary Knox - Fire Chief</u>	X	X
B. <u>David Hamilton Burk - Board President</u>	X	X
C. <u>David Thompson - Board Treasurer</u>	X	X
D. <u>Warren Jones - Board Vice President</u>	X	X
E. _____	X	X
F. _____	X	X

Administrative Officer's Report: Attachment 2

University of Denver Space Use Agreement

SPACE USE AGREEMENT

This Space Use Agreement ("Agreement") is made on [date] (the "Effective Date") between Glacier View Fire District ("Renter"), located at [address] and the University of Denver and its Kennedy Mountain Campus ("Owner") with principal offices located at 2199 S. University Blvd., Denver, CO 80208 for the use of property owned and managed by Owner. Renter and Owner are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Rental.

(a) The rental property is located at [address]. Renter is hereby granted a limited and revocable license to use the [description of Building or portion thereof being rented] (the "Building") pursuant to the terms and conditions set forth in this Agreement.

(b) Owner shall provide the following items with the rental:

[list items]

Any item not listed in this Section 1(b) is not included in the rental of the Building.

2. The Use. Renter shall use the Building for storage of and access to Renter fire-fighting equipment as detailed in Exhibit B. (the "Use").

All equipment and other property belonging to Renter that will be used for the Use must be provided by Renter and delivered to the Building, set-up by Renter, and removed by Renter prior to the expiration of the Rental term set forth in Section 3 of this Agreement.

Renter may not use any items that would penetrate the walls, ceilings, floors, fixtures, furniture, lighting, or any other part of the Building, including, but not limited to, screws, nails, or staples. Renter shall be responsible for any damage to the Premises caused by any of its equipment.

3. Rental Term. The rental of the Building shall begin on [date] and shall end on [date] (the "Rental"). The Building must be vacated by Renter and returned to Owner in its original condition by [date].

4. Rental Payment. The rental fee for the Building is \$0.00.

5. Permitted Use and Building Rules. Renter shall not permit any illegal activities or conduct at the Building. Renter shall abide by all the Owner's rules for the use of the Building (the "Rules"), which are attached hereto as Exhibit [A]. Renter shall ensure that anyone accessing the Building on its behalf fully comply with the Rules. Failure to comply

with any of the Rules (without express written permission from Owner) may result in termination of the Use.

6. Building Condition and Damage to Building.

- (a) The Building will be provided to Renter in a clean condition for the Use. Renter agrees to return the Building to Owner in the same condition in which it was provided to Renter.
- (b) Any damage to the Building by Renter and any other person under Renter's control, beyond normal wear and tear, shall be Renter's sole responsibility. Renter shall immediately inform Owner of any damage to the Building that may occur at the Use. Owner will use reasonable efforts to advise Renter of any damage or loss of property on the day of the Use, but reserves the right to thoroughly inspect the Building and identify damages thereafter. If any damages are discovered, Owner will provide Renter with a written notice itemizing such damage within 14 days.

7. Lost Property. Owner shall have no responsibility to Renter or its Attendees for any personal effects and possessions left on the Building's premises during the Use.

8. Indemnification. Renter shall defend, indemnify and hold Owner and its affiliates, officers, directors, shareholders, employees and agents harmless from and against any claims, actions, demands, lawsuits, losses, damages, costs, expenses, judgments, fines, penalties, and liabilities (including reasonable attorney's fees and courts costs) incurred in connection with any third-party demands, assertions, claims, suits, actions or other proceedings arising out of or resulting from (1) the use and rental of the Building; (2) any breach of this Agreement by Renter or any other person under Renter's control; (3) any negligence or willful misconduct of Renter and any other person under Renter's control; and for any property damage or any injury or death to any person while at the Building, without regard to the cause of such injury or damage, including any acts or omissions by Renter or any other person under Renter's control.

9. Insurance. Renter shall obtain and maintain General Liability Insurance in an amount not less than \$[amount]. Such insurance shall name the University of Denver as additional insured, Renter shall furnish Owner with a certificate of insurance evidencing such coverage at least [number, e.g., thirty (30)] days prior to the Use.

10. Force Majeure. Owner shall not be liable for any failure or delay in its performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, or other similar or different occurrences beyond the reasonable control of Owner. If Owner is forced to cancel the Rental at any time prior to the Use due to a force majeure occurrence, Owner shall promptly provide notice to Renter. Renter acknowledges and agrees that Owner shall not be responsible to Renter or any third party for any lost fees or expenses, or any subsequent fees and expenses Renter may incur, as a result of Owner's cancellation of the Use due to a force majeure occurrence.

11. **Cancellation of Use by Renter.** Should Renter desire to cancel the Use, it must immediately notify Owner in writing.
12. **Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state court located in Denver County, Colorado. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.
13. **Collection Expenses.** If Owner incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due it under this Agreement, Renter agrees to reimburse Owner for all such costs, expenses and fees.
14. **Reservation of Owner's Rights.** Owner reserves the right to cancel this Agreement and the Rental for material breach of this Agreement, or for any failure to comply with any of the Rules. Owner's rights set forth in this Agreement are in addition to any rights or remedies which may be available to Owner at law or equity,
15. **Compliance with Laws.** The Parties agree to comply with all applicable City, County, State, and Federal laws.
16. **Severability.** If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
17. **Notices.** All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the following address:

Renter:

[address]

[telephone #]

[e-mail address]

CWPPIT Coordinator's Report

The Mitigation Volunteers are currently planning to continue work on Montcalm and Bald Mountain Roads. Their operations will be limited to days when there is no snow on the ground.

The Mitigation Volunteers applied for a FRWRM Grant to purchase a tractor to haul slash for removal. The grant application has been declined, with comments that should allow us to be more competitive next time. Ted Sammond is working to create and fund a S212 Chainsaw Certification Class. He hopes to have one of the HOA's apply for a Larimer County Office of Emergency Management Mitigation Grant.

Our team of applicants was awarded \$9,696,438 for the Community Wildfire Defense Grant (CWDG). The draft of the grant contract is still being worked. A full team meeting was held with LC Office of Emergency Management, Coalition of the Poudre River Watershed, and the four districts on January 16 to begin discussions on how to implement the grant. First action will be on evacuation routes and expanding road firebreaks. A list of road priorities and maps were sent from GVFPD to Josh Roberts of LC OEM and Daniel Bowker of CPRW. Another meeting is scheduled for February 27 at 1:00 at the Innosphere. Henry Hudson and Ted Sammond plan to attend. Meg Fosha in the Colorado Governor's Office is scheduling a time to talk about the benefits of the grant, to advocate with the Federal Government about continuing funding. Derek Rosenquist of the Larimer County Sheriff's Office Wildfire Protection Program says he heard the funding has already been allocated, and cannot be pulled back.

Tom Hausfeld and Warren Jones attended the Larimer County Woody Biomass Strategy / Community Solutions Workshop at the Larimer County Office of Emergency Management Offices in Johnston on January 21, 2025, at 1:00 pm. They discussed long term solutions to eliminating slash and other biomass waste. The report draft will come out soon.

The CWPP IT has now completed 38 Wildfire Assessments, same as last month. 23 more are pending. Assessments cannot be performed with snow on the ground, so progress through the winter will be limited. Ambassadors will continue to contact property owners to schedule and complete the requested assessments. Property owners that have had assessments have been sent an email asking them to be recruited to be Wildfire Ambassadors. Four new ambassador candidates have confirmed interest in joining. Three are from GVFPD, one from Poudre Canyon FPD. The Board is requested to help recruit new Ambassadors. A new training class of four sessions is planned to begin March 12. We are using three zoom training classes through Fire Adapted Colorado.

Pictures for photo ID's of the CWPP IT Members were taken and are being printed.

A tentative date of June 21, 2025 is being discussed for our annual Firewise event.

We are also beginning to plan an Evacuation Drill with the Larimer County Office of Emergency Management.

Tom Hausfeld and Warren Jones attended a zoom meeting on January 17, 2025, to discuss the Wildfire Resiliency Code Draft. Any changes in how we perform Wildfire Assessments will

be minor. Derek Rosenquist also attended, and will review the document vs the iPad software we use, and make any required changes.

Respectfully Submitted

Tom Hausfeld
CWPP IT Coordinator

END OF PART 1