

# **Elk Creek Fire Protection District Board of Directors**

## **Regular Meeting Agenda**

**Thursday, January 12th 18:00hr**

**In person and Via Zoom**

**(located on ECFPD website)**

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call of Board Members
- IV. Additions or Deletions to, and Approval of the Agenda
- V. Review and Approval of December, 2022 Regular Meeting Minutes
- VI. Financial Matters
- VII. Chief Ware Report
- VIII. Old Business
  - 1. Outreach Committee Update
    - a. Website Demonstration
  - 2. Consolidation Committee Update
    - a. Survey Results
    - b. Turn Corps Contract
- IX. New Business
  - 1. 2023 Election
    - a. Election Resolution
    - b. DEO announcement
  - 2. Motion to Schedule a Special Meeting - Newby
- X. Citizen issues
- XI. Adjournment

**RECORD OF MINUTES**  
**Elk Creek Fire Protection District**  
**Regular Board Meeting**  
**December 8th, 2022 In person and via Zoom**

Director Pixley called the regular meeting of the Board of Directors to order on December 8th, 2022 at 18:01 hours.

**ROLL CALL**

Directors Present:

Greg Pixley  
Kent Wagner  
Sharon Woods  
Melissa Baker  
Chuck Newby

**Also Present:**

Jacob Ware, Fire Chief  
Barbara Stockton, District Administrator

**PLEDGE OF ALLEGIANCE**

Pledge led by Director Newby

**AGENDA**

All board members reviewed the Agenda. No additions or deletions requested to the Agenda. **MOTION** to approve the Agenda. (Director Newby seconded by Director Woods) **MOTION PASSED**

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**APPROVAL OF MINUTES**

A revision was requested by Director Pixley to the Citizens Comments on the November Meeting Minutes to clarify that the Board did not approve any language that suggests a partnership with the developer of the Bike Park. **MOTION** to approve the November 2022 regular meeting minutes with the revision. (Director Wagner seconded by Director Woods) **MOTION PASSED**

**FINANCIAL MATTERS**

**MOTION** to approve the November 2022 expenses. (Director Wagner seconded by Director Baker)  
**MOTION PASSED.**

**OLD BUSINESS**

1. 2023 Budget Adoption. Board reviewed the 2023 budget
  - a. **MOTION** to approve the Resolution to Adopt 2023 Budget (Director Wagner seconded by Director Baker) **MOTION PASSED**
  - b. **MOTION** to approve the Resolution to set Mill Levies for 2023 (Director Newby seconded by Director Wagner) **MOTION PASSED**

- c. **MOTION** to approve the Resolution to Appropriate Sums of Money 2023 (Director Baker seconded by Director Wagner) **MOTION PASSED**
2. FAMLI Leave Act - It was shared that the employees were surveyed for input and they agreed the current plan offered by the Department is preferred over the benefits included in the FAMLI Leave Act. It was also shared that at any time, an employee may choose to opt into the program. At that time, the Department would pay into the program for that employee. **MOTION** to Opt out of the FAMLI Act program (Director Wagner seconded by Director Woods) **MOTION PASSED.**
- The committee is moving forward on a new website with the intention of launching in December.
3. Outreach Committee Update - Website looks great but is not ready to be shared. The intent is to have a Website Demonstration at the January Board meeting with a tentative launch date of January 17th. Director Woods requested to review the site and beta test. Additional discussion included who would be responsible for updates. It was shared that there are 4-5 people within the department who could do monthly updates to the site.
4. Consolidation Committee - Chief shared that the consulting firm has already received well over one thousand responses. The consulting firm has not started data analysis. Once the analysis is complete, the committee will meet again to review the information and start the discussion about next steps. Director Pixley reminded the board and citizens to continue to share the link. The survey is available until December 14th.

#### **NEW BUSINESS**

None.

#### **CITIZEN ISSUES**

- 1.
- a. Concern was expressed about discrepancies between the 2021 Audit and the 2021 Budget. The numbers shared did not match the current budget sheet reviewed by the board at the meeting. This document was provided to the Citizen at the meeting.
  - b. Additional discrepancies in the Triton Report from 2021 were mentioned. Chief agreed there were errors in the report.
  - c. It was also shared that the transparency notice was outdated on the website.
  - d. Citizen requested a copy of the chart of accounts.
- 2.
- a. Clarification on the amount of money within the CRRF reimbursement that is over and above our expenses was requested. Chief shared approximately 23% of the reimbursement is what's left after expenses. However, the Chief also shared there are additional benefits to the department since the employee is taken off the Department's payroll providing significant savings. Chief and Director Woods shared they would try to revise the numbers to include this additional savings.
  - b. On the Consolidation Survey there was a question pertaining to a single dispatch system. Clarification was requested about the mentioned single dispatch system and how it would relate to JeffCom. Chief shared the intent of the question was not to get input on a single dispatch system, but rather feedback about a dispatch system that could improve response time by toning a single department rather than each individually.

- c. Concern was expressed about the impact of inflation on the 2023 budget. Chief agreed costs are going up and there are certainly impacts. The Department's plan is to save money for large expenses to avoid interest rates on loans. The intent is to stabilize the mill levy that sunsets and then look to the survey results for direction from the residents.
3. Request for information on an operational plan for consolidation. Chief shared the intent is to review the survey analysis and let the results guide the direction. The questions within the survey that mention a mill levy lift open questions for the benefits to the taxpayer if a mill levy lift is requested.
4.
  - a. Clarification about the relationship between the mill levy and consolidation. Chief shared that consolidation does not depend on a mill levy increase. The survey's intent is to gauge the residents' appetite for the mill levy increase. Chief clarified that we will need to stabilize the sunset mill levy in 2023.
  - b. Clarification on the operational plan was requested. Chief reiterated we are waiting on the results of the survey. Chief also shared that we would never close a fire station. Land is too valuable in our area.
5. Additional concern was expressed about the Triton Report pertaining to the ISO rating and the classification of the stations within the district. Chief shared that the classifications listed are an error.

#### **ADJOURNMENT**

**MOTION** (Director Newby; seconded by Director Woods) to adjourn the meeting. **MOTION PASSED.**

The meeting of the Board of Directors concluded at 19:19 hours

#### **BY ORDER OF THE BOARD OF DIRECTORS OF THE ELK CREEK FIRE PROTECTION**

**DISTRICT**

**BY: /s/**

Melissa Baker  
Secretary of the District.



ELK CREEK FIRE PROTECTION DISTRICT  
Income Statement  
For the Twelve Months Ending December 31, 2022

|                                 |                                       | Current Month<br>Actual | Year to Date<br>Actual | Year to Date<br>Budget |
|---------------------------------|---------------------------------------|-------------------------|------------------------|------------------------|
| Revenues                        |                                       |                         |                        |                        |
| 104000                          | Property Tax Revenue - Jeffco         | \$25,512                | \$3,308,399            | \$3,311,286            |
| 104010                          | Property Tax Revenue -Parkco          | \$2,356                 | \$391,334              | \$390,867              |
| 104040                          | Delinquent Taxes                      | \$0                     | -\$6,186               | -\$3,000               |
| 104100                          | Specific Own. Taxes - Jeffco          | \$18,753                | \$226,509              | \$175,000              |
| 104110                          | Specific Own. Taxes - Parkco          | \$4,211                 | \$44,878               | \$45,000               |
| 104200                          | Interest Income Jeffco                | \$1,697                 | \$4,969                | \$1,000                |
| 104210                          | Interest Income Parkco                | \$165                   | \$641                  | \$500                  |
| 104220                          | Interest Income Investments           | \$19,145                | \$87,191               | \$1,500                |
| 104300                          | Ambulance Billings                    | \$747                   | \$523,630              | \$700,000              |
| 104310                          | Ambulance Billings-MCR/MCD Adj        | \$0                     | -\$162,529             | -\$250,000             |
| 104325                          | Ambulance Billings Refunds            | -\$25                   | -\$75                  | \$0                    |
| 104400                          | Other Income                          | \$0                     | \$2,933                | \$0                    |
| 104430                          | Permits - Inspection Fees             | \$0                     | \$11,142               | \$22,000               |
| 104450                          | Donations                             | \$0                     | \$9,710                | \$5,000                |
| 104460                          | Lease Revenue                         | \$2,566                 | \$53,246               | \$50,000               |
| 104480                          | Revenue from Surplus Equipment        | \$0                     | \$57,000               | \$10,000               |
| 104488                          | Grant Award - Fire                    | \$0                     | \$3,500                | \$0                    |
| 104700                          | CRRF Reimbursement                    | \$0                     | \$1,242,007            | \$1,278,275            |
| 104760                          | Miscellaneous Income                  | \$0                     | \$40                   | \$0                    |
| 104800                          | Mitigation Contracts                  | \$0                     | \$15,545               | \$63,507               |
|                                 | Total Revenues                        | \$75,130                | \$5,813,884            | \$5,800,935            |
| Expenses - Administration       |                                       |                         |                        |                        |
|                                 | Total Expenses - Administration       | \$156,218               | \$692,156              | \$945,141              |
| Expenses - Fire                 |                                       |                         |                        |                        |
|                                 | Total Expenses - Fire                 | \$53,262                | \$681,312              | \$689,550              |
| Expenses - Training             |                                       |                         |                        |                        |
|                                 | Total Expenses - Training             | \$2,753                 | \$61,630               | \$193,668              |
| Expenses - Prevention           |                                       |                         |                        |                        |
|                                 | Total Expenses - Prevention           | \$14,318                | \$72,592               | \$149,918              |
| Expenses - EMS                  |                                       |                         |                        |                        |
|                                 | Total Expenses - EMS                  | \$85,780                | \$979,002              | \$950,735              |
| Expenses - Wildland/Suppression |                                       |                         |                        |                        |
|                                 | Total Expenses - Wildland/Suppression | \$49,418                | \$598,024              | \$542,868              |
| Expenses - Fuels Crew           |                                       |                         |                        |                        |
|                                 | Total Expenses - Fuels Crew           | \$7,318                 | \$22,792               | \$0                    |

ELK CREEK FIRE PROTECTION DISTRICT  
Income Statement  
For the Twelve Months Ending December 31, 2022

|                           |                                 | Current Month<br>Actual | Year to Date<br>Actual | Year to Date<br>Budget |
|---------------------------|---------------------------------|-------------------------|------------------------|------------------------|
| Expenses - CRRF           |                                 |                         |                        |                        |
|                           | Total Expenses - CRRF           | \$0                     | \$819,420              | \$1,083,284            |
| Expenses - Maintenance    |                                 |                         |                        |                        |
|                           | Total Expenses - Maintenance    | \$11,630                | \$72,084               | \$0                    |
| Expenses - Fire Stations  |                                 |                         |                        |                        |
|                           | Total Expenses - Fire Stations  | \$12,719                | \$204,061              | \$290,750              |
| Expenses - Leases/Capital |                                 |                         |                        |                        |
| 608326                    | Capital - EMS                   | \$0                     | \$0                    | \$25,000               |
| 608336                    | Capital - Fire                  | \$0                     | \$168,729              | \$120,000              |
| 608606                    | Capital - Facilities            | \$2,898                 | \$24,321               | \$800,000              |
|                           | Total Expenses - Leases/Capital | \$2,898                 | \$193,050              | \$945,000              |
|                           | Total Expenses                  | \$396,314               | \$4,396,123            | \$5,790,914            |
|                           |                                 |                         |                        |                        |
|                           | Net Income                      | -\$321,185              | \$1,417,761            | \$10,021               |



# Fire Department Monthly Status Report

## January 12, 2023

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### MESSAGE FROM THE CHIEF

C Shift finished up 2022 with call 1424 being answered at 8:20 PM and then the first call of 2023 was at 1:19 am on January 1.

2022 wrapped up with many positive changes to the department. From the addition of some new employees to the return of the volunteer fire academy, 2023 will be an exciting time.

Garrett Gutman is our new firefighter/paramedic. He came to us from Oklahoma and started on A shift on January 1, 2023. Volunteer firefighter John Zeugschmidt has started working part time for us as a Human Resources manager. He has an extensive background in HR and will be an asset moving forward.

Inter Canyon, North Fork and Elk Creek are continuing to work together. Currently we are integrating our training schedules. This will give firefighters more opportunity to attend trainings as well as integrate some of our trainings. Training Captains Winefeldt and Buckles have started meeting and are working on some larger scale classes for 2023. Over the last few months, we have had a significant increase in participation in training by our members and I believe it is directly related to the quality and organization that Captain Winefeldt brings to Elk Creek.

Jacob N. Ware  
Fire Chief

## **OPERATIONS (December)**

- Volunteer firefighters had 177 hours of staffing at Station 1.
- Elk Creek Averaged 3.2 members per call.
- 38% of the calls overlapped (47 Calls)
- Average Response Time 11:01

| <b>December - Emergency Incidents</b>        | <b>2020</b> | <b>2021</b> | <b>2022</b> |
|--|-------------|-------------|-------------|
| 1. Fire                                      | 1           | 5           | 6           |
| 2. Emergency Medical Services (EMS) & Rescue | 77          | 75          | 74          |
| 3. Hazardous Condition (No Fire)             | 4           | 15          | 10          |
| 3. Service Call                              | 6           | 16          | 12          |
| 4. Good Intent Call                          | 17          | 22          | 16          |
| 5. False Alarm and False Call                | 10          | 13          | 7           |
| 6. Special Incident                          | 0           | 1           | 0           |
| <b>Total</b>                                 | <b>115</b>  | <b>146</b>  | <b>125</b>  |
|  |             |             |             |

| <b>December - Additional Emergency Incidents</b>                                     | <b>2020</b> | <b>2021</b> | <b>2022</b> |
|--|-------------|-------------|-------------|
| Automatic/Mutual Aid Emergency Responses provided to the Elk Creek by other Agencies | 6           | 6           | 12          |

| <b>December Ambulance Transports</b> | <b>2020</b> | <b>2021</b> | <b>2022</b> |
|--------------------------------------|-------------|-------------|-------------|
|                                      | 31          | 31          | 36          |

## **TRAINING**

- Firefighters logged 332 hours of training for the month.
- The 2023 fire academy has started with 14 recruits in class. There were a total of 27 applicants.
- The 9 individuals in the Inter Canyon EMT class have completed class and are now finishing National Registry Testing.

## **FIRE PREVENTION**

- Fire Marshal Parker completed 67 inspections for the month of December.

## **FLEET/ FACILITIES**

- We are moving forward on the purchase of another utility vehicle. Fleet Manager Hojnowski has located a used Ford Ranger that we will be purchasing.



# Elk Creek Fire Protection District Opinion Survey

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November 16<sup>th</sup> – December 14<sup>th</sup>, 2022

MAGELLAN  
STRATEGIES

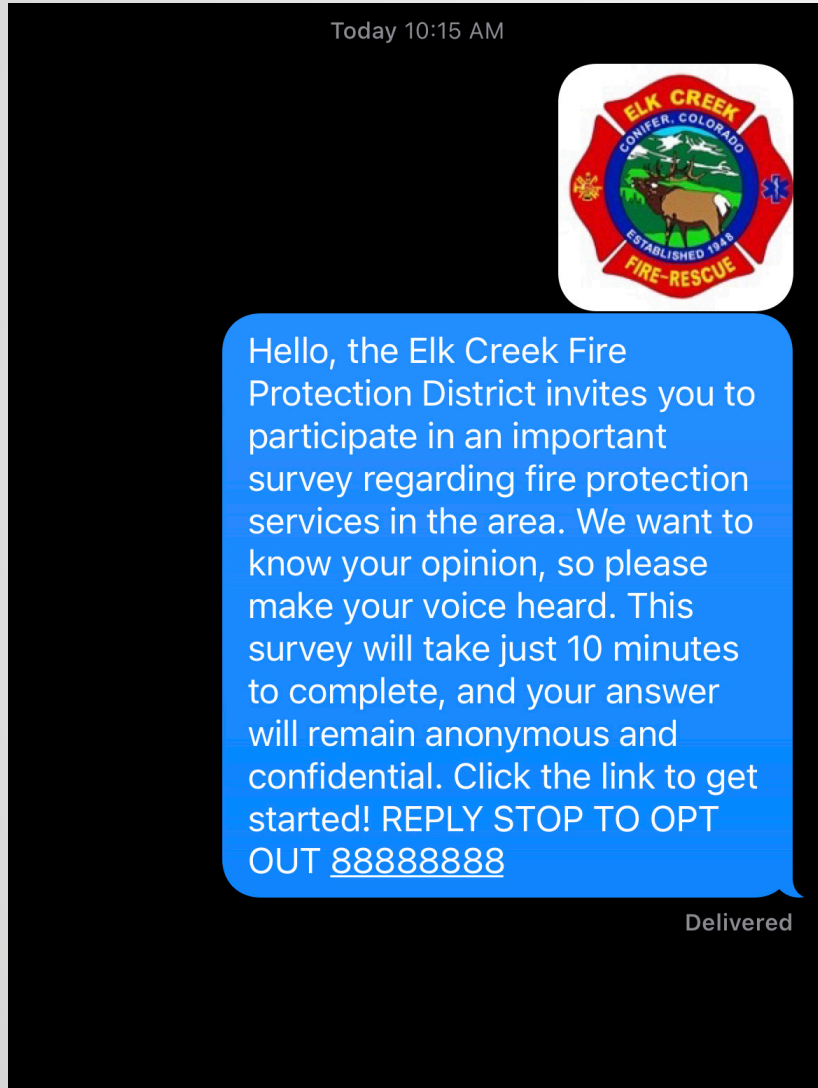


# Survey Goals

This community-wide survey will help determine the next steps relative to the potential for consolidation and tax increases. Specifically, the survey's purpose was to:

- Learn more about the community's perception on fire and emergency services and preparedness
- Gauge general awareness about the services provided by the District
- Understand the community's satisfaction with the quality offered by the District
- Determine the community's attitudes toward potential consolidation

# Methodology



- Magellan Strategies are pleased to present the results of an online survey of 711 registered voters in the Elk Creek Fire Protection District.
- The interviews were conducted from November 16<sup>th</sup> – December 14<sup>th</sup>, 2022.
- The survey data was weighted to be representative of voter turnout demographics for an odd-year election in the Elk Creek Fire Protection District.
- The margin of error for the survey was +/- 3.56% at the 95% confidence level. Population subgroups will have a higher margin of error than the overall sample.



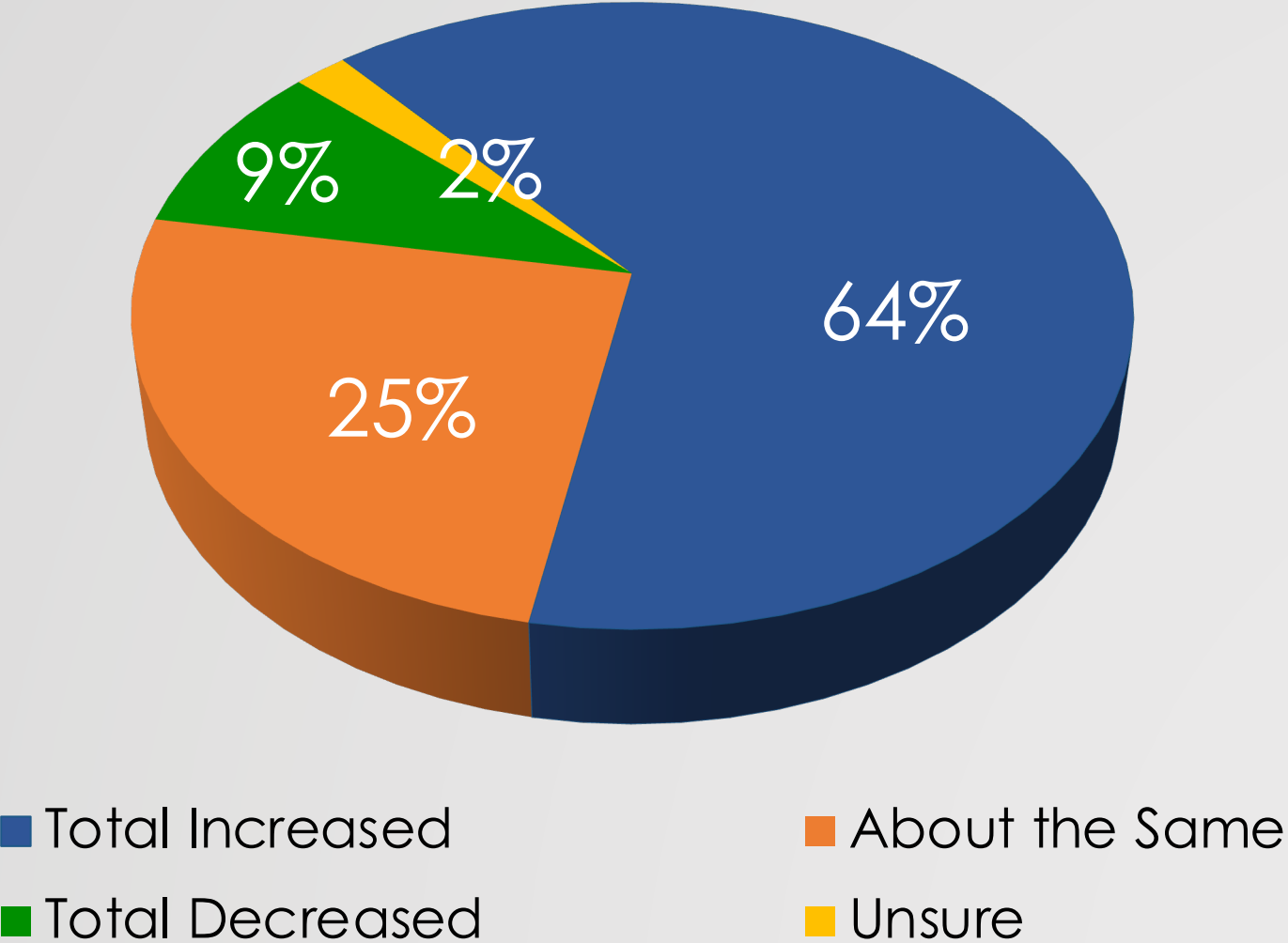
# Elk Creek Fire Protection District

## Voter Registration and Turnout Demographics

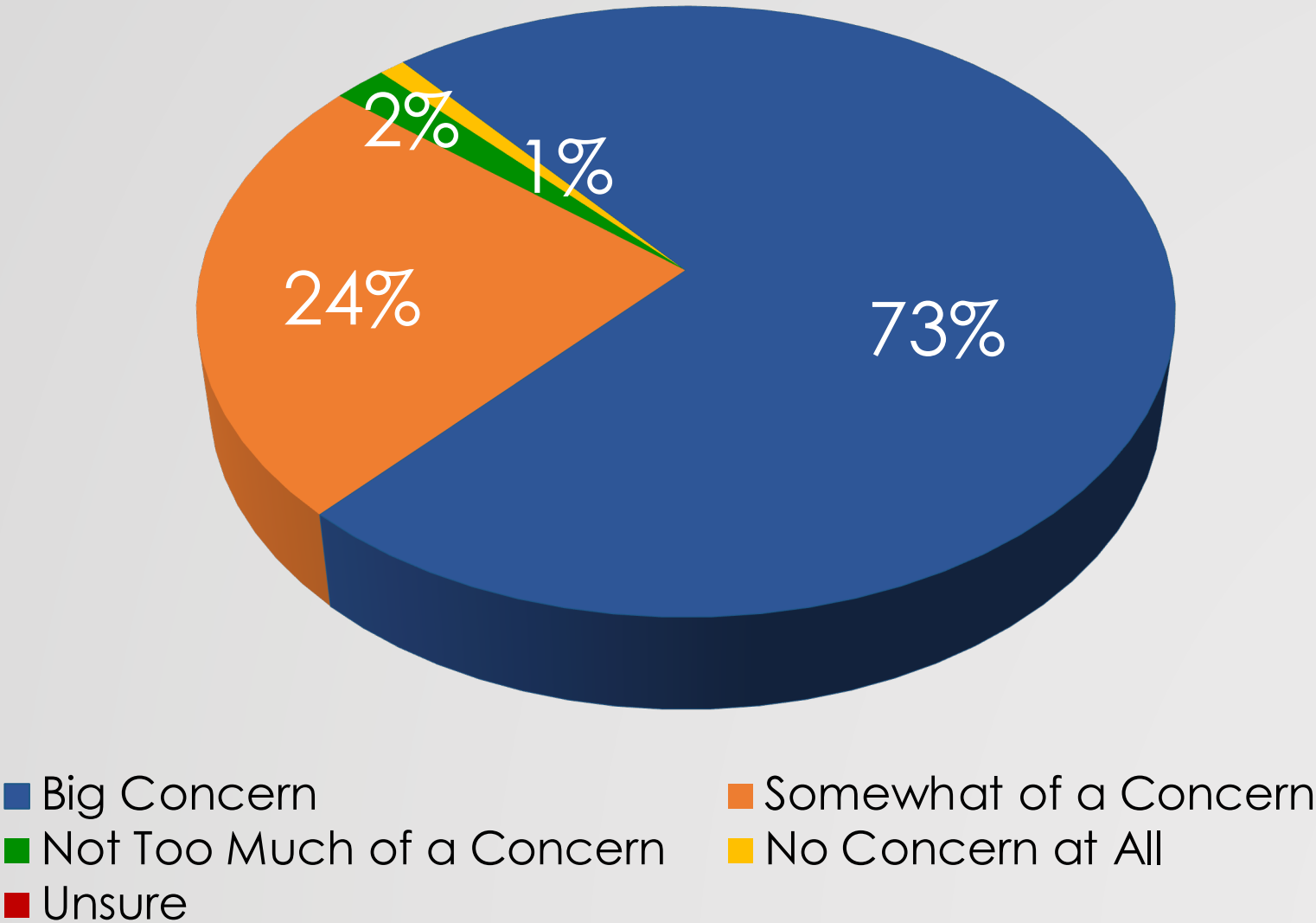
### Magellan Strategies Elk Creek Fire Protection District Voter Registration and Past Voter Turnout Demographics

| <b>Sex</b>       | <b>Registration</b> |       | <b>2022 Turnout</b> |       | <b>2021 Turnout</b> |       | <b>2020 Turnout</b> |       | <b>2019 Turnout</b> |       |
|------------------|---------------------|-------|---------------------|-------|---------------------|-------|---------------------|-------|---------------------|-------|
| Female           | 5,646               | 49.1% | 3,953               | 49.5% | 2,507               | 49.7% | 4,758               | 49.4% | 2,801               | 49.6% |
| Male             | 5,851               | 50.9% | 4,031               | 50.5% | 2,542               | 50.3% | 4,864               | 50.6% | 2,846               | 50.4% |
| Total            | 11,497              |       | 7,984               |       | 5,049               |       | 9,622               |       | 5,647               |       |
| <b>Age Group</b> | <b>Registration</b> |       | <b>2022 Turnout</b> |       | <b>2021 Turnout</b> |       | <b>2020 Turnout</b> |       | <b>2019 Turnout</b> |       |
| 18-34            | 2,230               | 19.4% | 992                 | 12.4% | 401                 | 7.9%  | 1,592               | 16.5% | 518                 | 9.2%  |
| 35-44            | 1,973               | 17.2% | 1,255               | 15.7% | 613                 | 12.1% | 1,599               | 16.6% | 677                 | 12.0% |
| 45-54            | 1,964               | 17.1% | 1,413               | 17.7% | 800                 | 15.8% | 1,726               | 17.9% | 934                 | 16.5% |
| 55-64            | 2,446               | 21.3% | 1,917               | 24.0% | 1,272               | 25.2% | 2,346               | 24.4% | 1,683               | 29.8% |
| 65+              | 2,884               | 25.1% | 2,407               | 30.1% | 1,963               | 38.9% | 2,359               | 24.5% | 1,835               | 32.5% |
| Total            | 11,497              |       | 7,984               |       | 5,049               |       | 9,622               |       | 5,647               |       |
| <b>Party</b>     | <b>Registration</b> |       | <b>2022 Turnout</b> |       | <b>2021 Turnout</b> |       | <b>2020 Turnout</b> |       | <b>2019 Turnout</b> |       |
| Unaffiliated     | 5,484               | 47.7% | 3,606               | 45.2% | 2,061               | 40.8% | 4,133               | 43.0% | 2,131               | 37.7% |
| Republican       | 3,229               | 28.1% | 2,319               | 29.0% | 1,606               | 31.8% | 3,013               | 31.3% | 1,979               | 35.0% |
| Democrat         | 2,565               | 22.3% | 1,940               | 24.3% | 1,313               | 26.0% | 2,301               | 23.9% | 1,434               | 25.4% |
| Libertarian      | 164                 | 1.4%  | 92                  | 1.2%  | 54                  | 1.1%  | 131                 | 1.4%  | 77                  | 1.4%  |
| Green            | 24                  | 0.2%  | 16                  | 0.2%  | 6                   | 0.1%  | 22                  | 0.2%  | 15                  | 0.3%  |
| ACP              | 31                  | 0.3%  | 11                  | 0.1%  | 9                   | 0.2%  | 22                  | 0.2%  | 11                  | 0.2%  |
|                  | 11,497              |       | 7,984               |       | 5,049               |       | 9,622               |       | 5,647               |       |

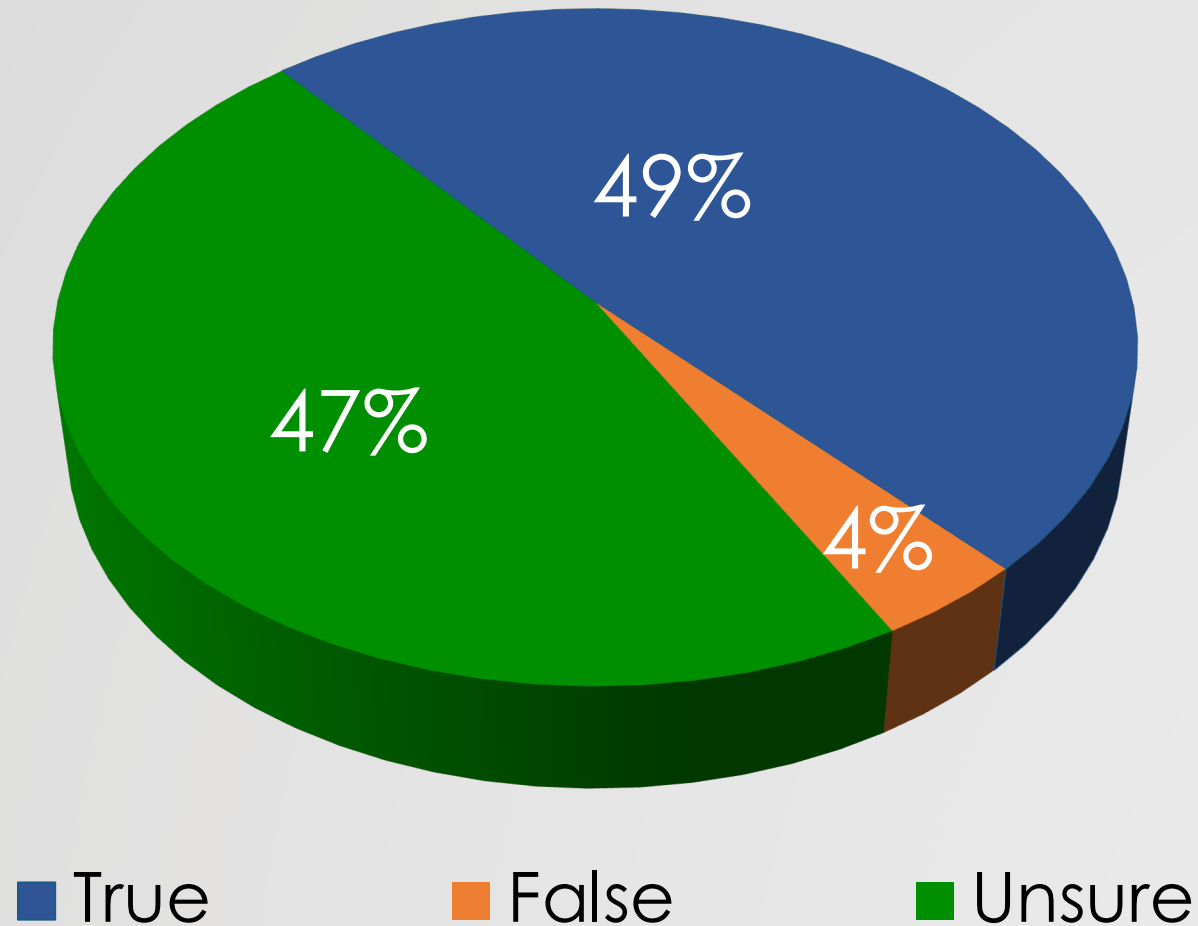
Do you think fire risk in your community has increased, stayed the same, or decreased in the past few years?



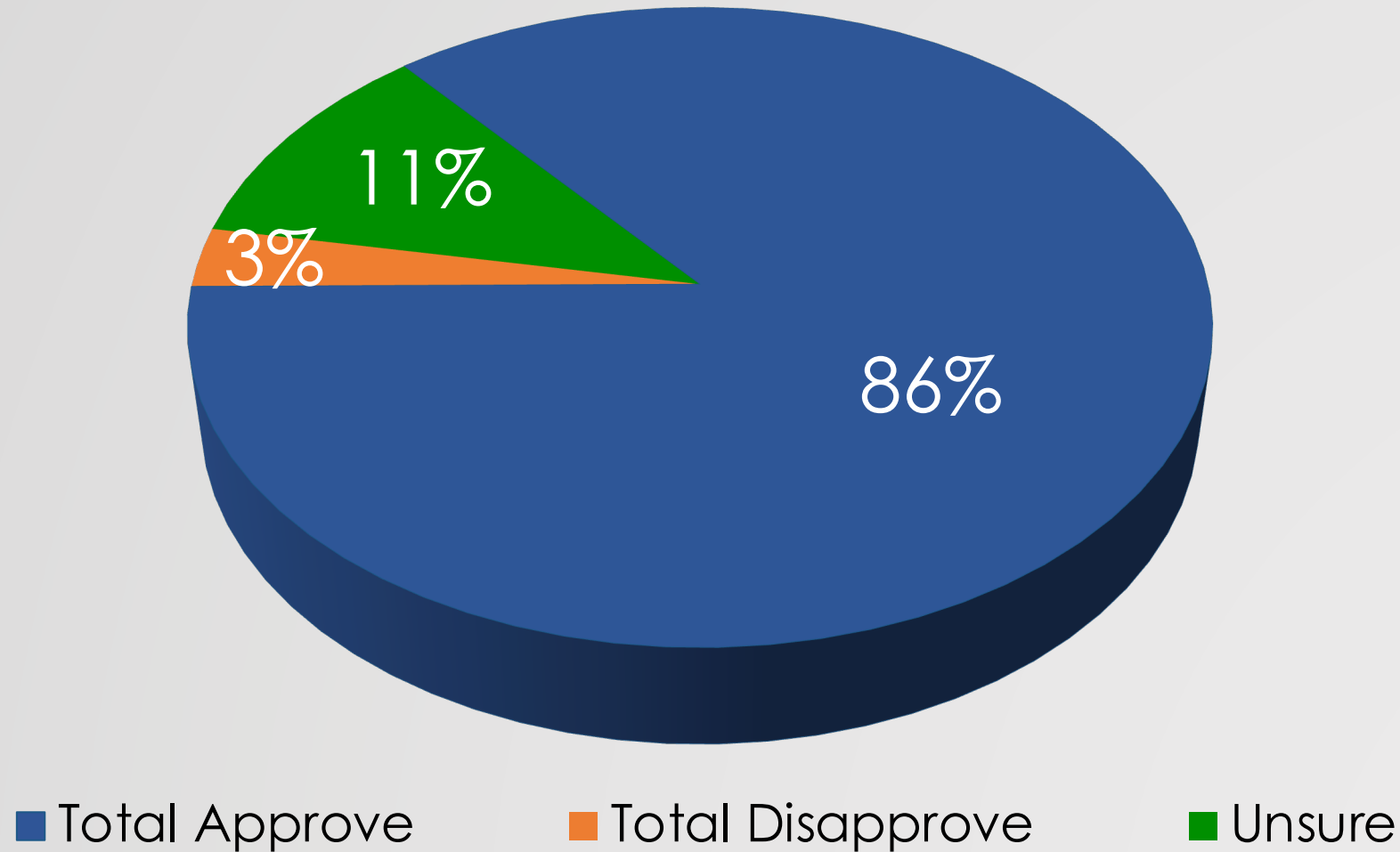
# How much of a concern is the risk of a wildland, forest, or open space grassland fire in your community?



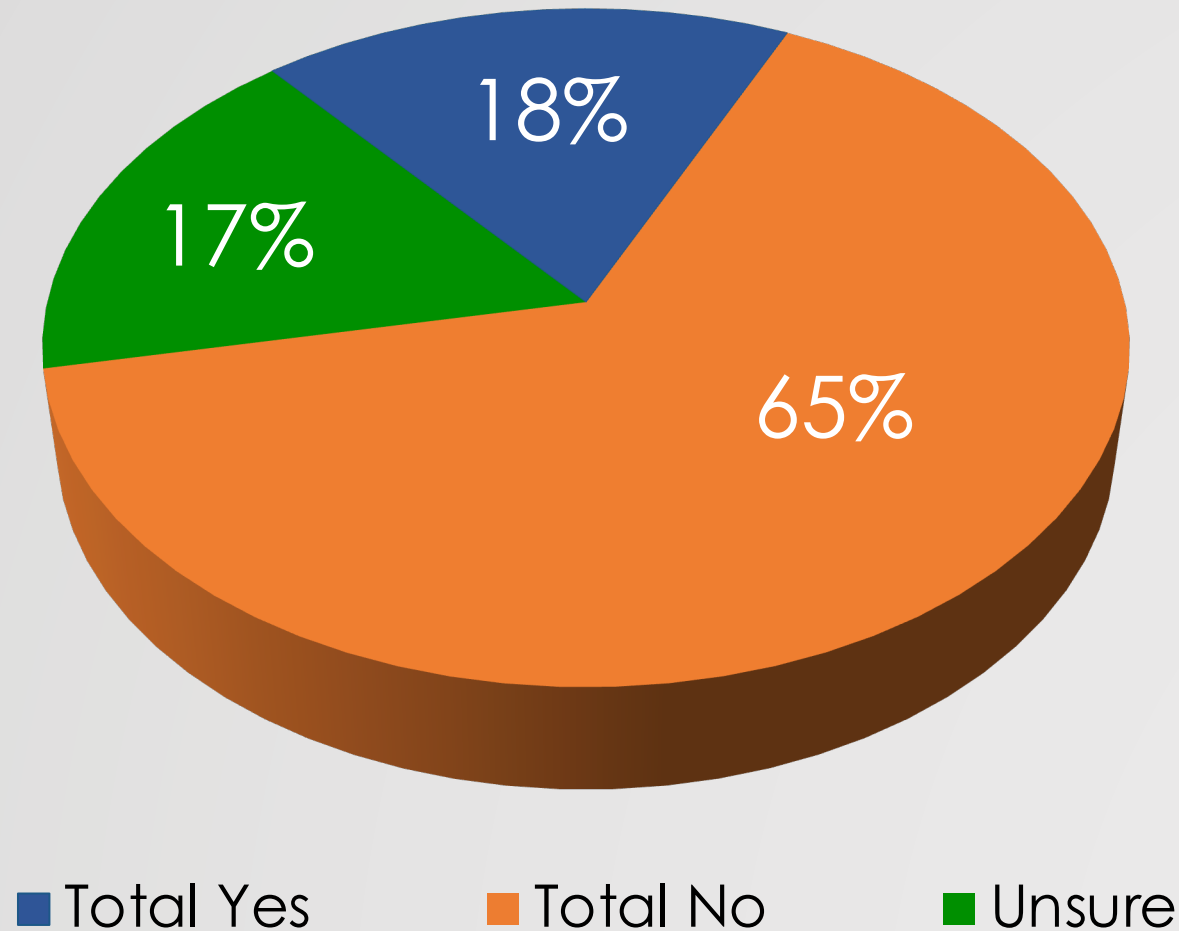
Do you believe the following statement is true or false?  
*“The number of volunteer firefighters, EMT’s, and paramedics  
has decreased over the last five years in the community.”*



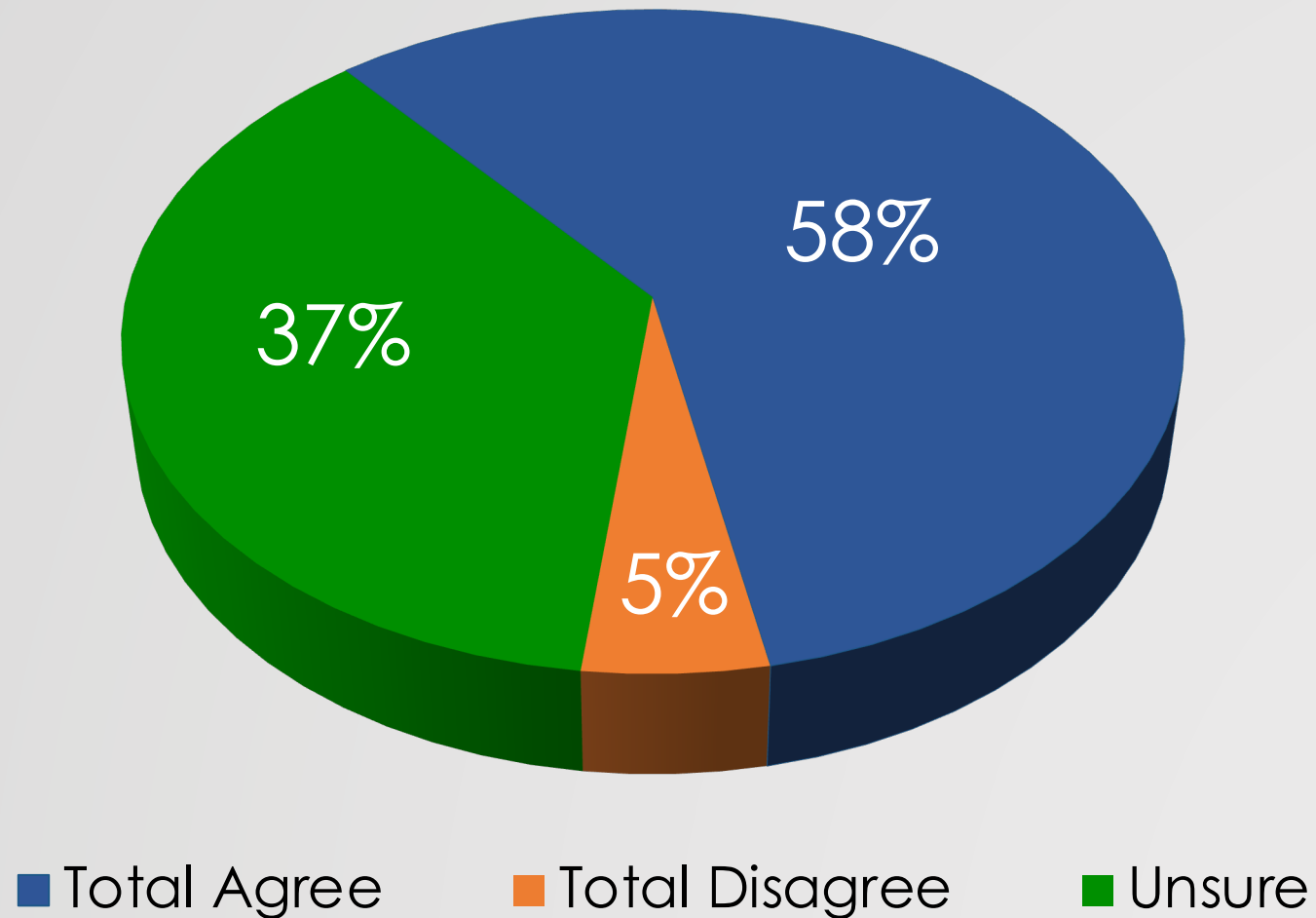
Do you approve or disapprove of the job the Elk Creek Fire Protection District is doing providing fire protection services and emergency rescue services to your community?



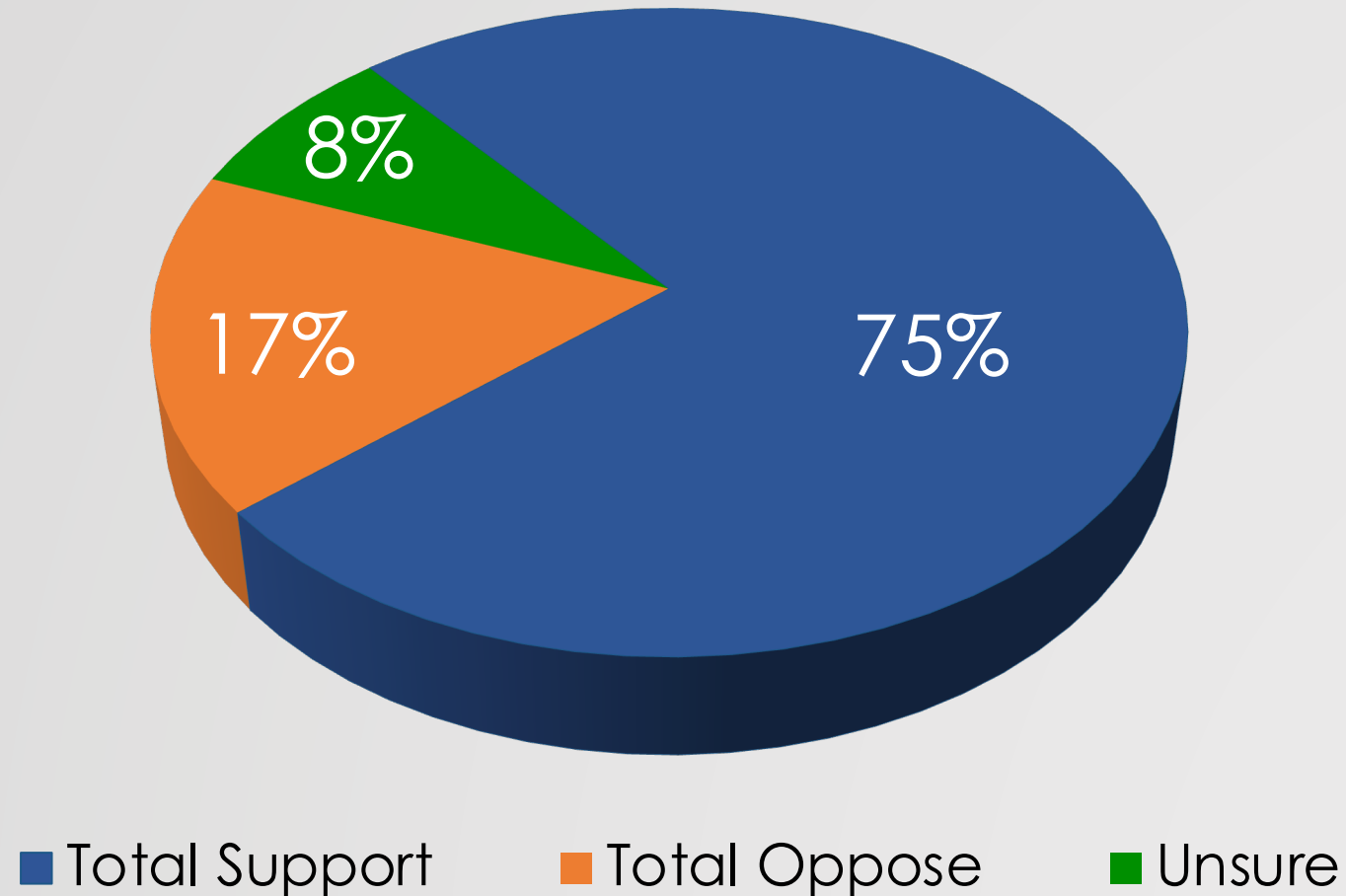
Do you think the Elk Creek Fire Protection District has the financial resources needed to provide an acceptable amount of fire protection services in your community?



Do you agree or disagree with the following statement?  
*“The Elk Creek Fire Protection District is fiscally responsible and spends taxpayer money wisely.”*



Would you support or oppose a property tax increase to generate additional funding for your local fire protection district?





# 16 Mill Levy Tax Increase and Consolidation Uninformed Question



# **Elk Creek Fire Protection District Consolidation and Mill Levy Tax Increase at 16 Mills**

There may be a question on the ballot next November asking voters in the Elk Creek Fire Protection District to consolidate with Inter-Canyon and North Fork Fire Protection Districts and to raise property taxes by 3.5 mills to generate \$1,506,272 in additional funding to create a new fire protection district.

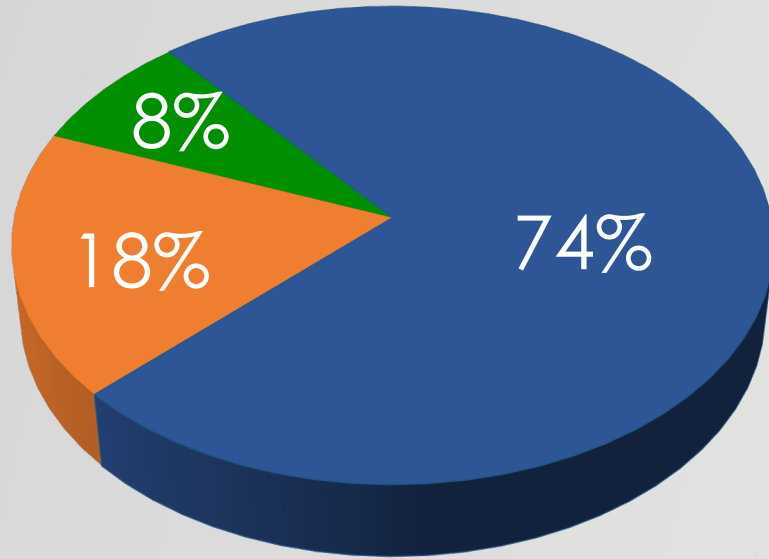
The additional revenue would be used to hire full-time firefighters, EMT's, and paramedics, update aging engines and equipment, and continue to provide ongoing critical training opportunities for staff and volunteers.

For voters who currently live in the Elk Creek Fire Protection District, the ballot question would increase the current fire district mill levy from 12.5 to 16 mills. The mill levy increase would cost a homeowner about \$121.63 annually, or \$10.14 a month for a home valued at \$500,000.

If an election were being held today, would you vote yes and approve or vote no and reject a 3.5 mill property tax increase to generate \$1,506,272 in additional funding to form a new consolidated fire protection district?

# Elk Creek Fire Protection District Consolidation and Mill Levy Tax Increase 16 Mills

If an election were being held today, would you vote yes and approve or vote no and reject a 3.5 mill property tax increase to generate \$1,506,272 in additional funding to form a new consolidated fire protection district?

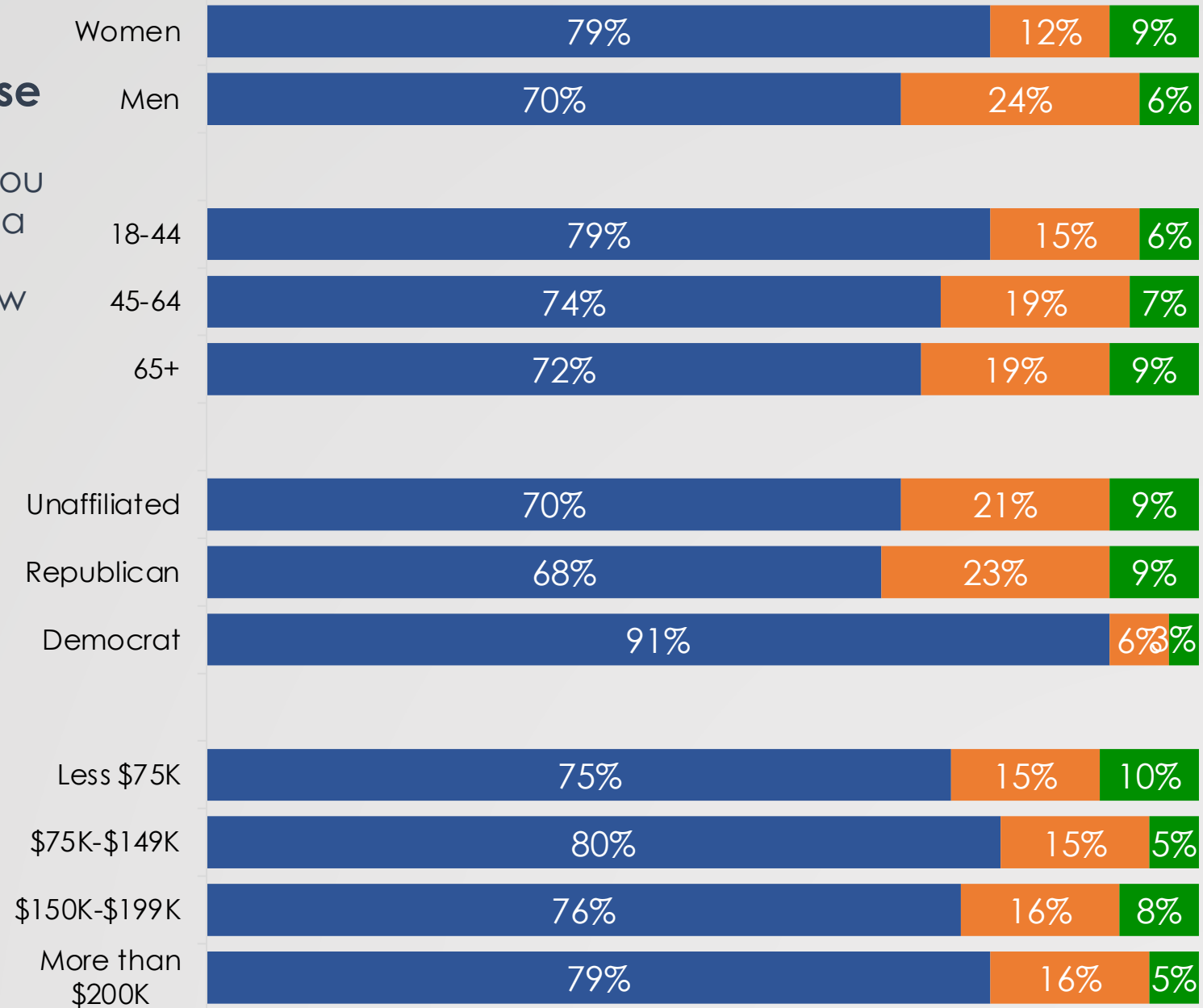


■ Total Yes, Approve

■ Total No, Reject

■ Undecided

|                         |     |
|-------------------------|-----|
| Definitely Yes, Approve | 42% |
| Probably Yes, Approve   | 32% |
| Definitely No, Reject   | 8%  |
| Probably No, Reject     | 10% |



■ Total Yes, Approve ■ Total No, Reject ■ Undecided



# Consolidation and 16 Mill Increase Information Questions

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# Consolidation and 16 Mill Increase Information Questions

## Ranked By Total Much More Likely

Below is some information about why the Fire Protection District would be considering a ballot measure to consolidate and increase property taxes to create additional funding. After reading the information, please indicate if you are more likely to vote yes and approve the ballot measure to consolidate and create additional funding or if you are more likely to vote no and reject it. Let's get started:

# Consolidation and 16 Mill Increase Ballot Measure Information Questions

## Top Three Messages For Elk Creek Fire Protection District

Ranked By Total Much More Likely

### Top Three Messages

The 400 square miles covered by the three fire districts are some of the highest risk wildfire areas in the state.

85%

As mentioned before the three fire districts rely very heavily on volunteer firefighters, EMTs, and paramedics. If the mill levy increase were to pass, it will allow the consolidated fire protection district to hire more firefighters, EMTs, and paramedics.

85%

If the mill levy tax increase were to pass next November, the consolidated fire protection district would be able to cover increased costs for fire safety equipment and medical instruments. In doing so, the district would be able to better serve the population and have better response times.

84%

# Elk Creek Fire Protection District Informed Consolidation and 16 Mill Increase Question

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# Elk Creek Fire Protection District **Informed Question at 16 Mills**

Again, thank you for reading the information about the reasons why the fire protection district is considering a ballot question to consolidate and increase property taxes for additional funding for a new consolidated fire protection district.

If there were to be a question on the ballot next November asking voters in the Elk Creek Fire Protection District to consolidate with Inter-Canyon and North Fork Fire Protection Districts and to raise property taxes by 3.5 mills to generate \$1,506,272 in additional funding for a newly formed fire district. The additional revenue would be used to hire full- time firefighters, EMTs, and Paramedics, update aging engines and equipment, and continue to provide ongoing critical training opportunities for staff and volunteers.

For voters who currently live in the Elk Creek Fire Protection District, the ballot question would increase the current fire district mill levy from 12.5 to 16 mills. The mill levy increase would cost a homeowner about \$121.63 annually, or \$10.14 a month for a home valued at \$500,000.

If an election were being held today, would you vote yes and approve or vote no and reject a 3.5 mill property tax increase to generate \$1,506,272 in additional funding to form a new consolidated fire protection district?

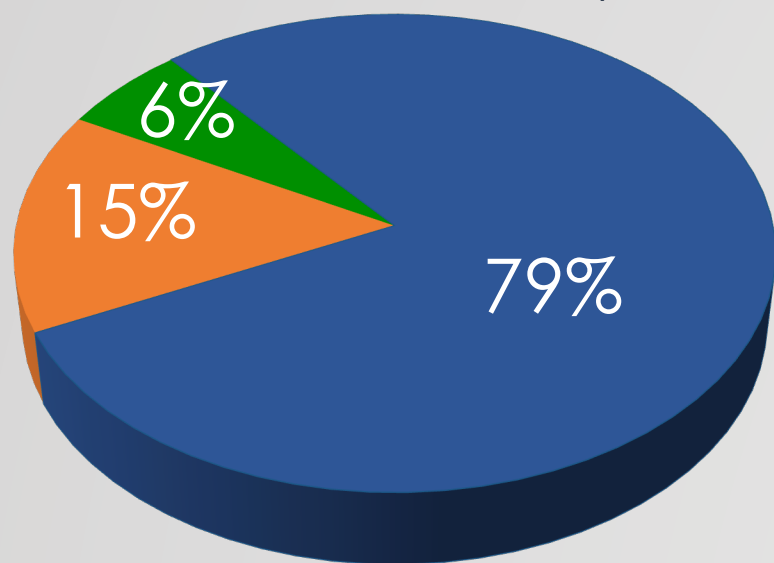


# Elk Creek Fire Protection District

## Informed Question

### Consolidation and Mill Levy Tax Increase 16 Mills

If an election were being held today, would you vote yes and approve or vote no and reject a 3.5 mill property tax increase to generate \$1,506,272 in additional funding to form a new consolidated fire protection district?



■ Total Yes, Approve

■ Total No, Reject

■ Undecided

|                         |     |
|-------------------------|-----|
| Definitely Yes, Approve | 50% |
| Probably Yes, Approve   | 29% |
| Definitely No, Reject   | 8%  |
| Probably No, Reject     | 7%  |

Women

84%

9%

7%

Men

74%

20%

6%

18-44

83%

13%

4%

45-64

78%

16%

6%

65+

78%

15%

7%

Unaffiliated

73%

18%

9%

Republican

76%

17%

7%

Democrat

92%

6%

Less \$75K

80%

15%

5%

\$75K-\$149K

83%

11%

6%

\$150K-\$199K

79%

16%

5%

More than  
\$200K

85%

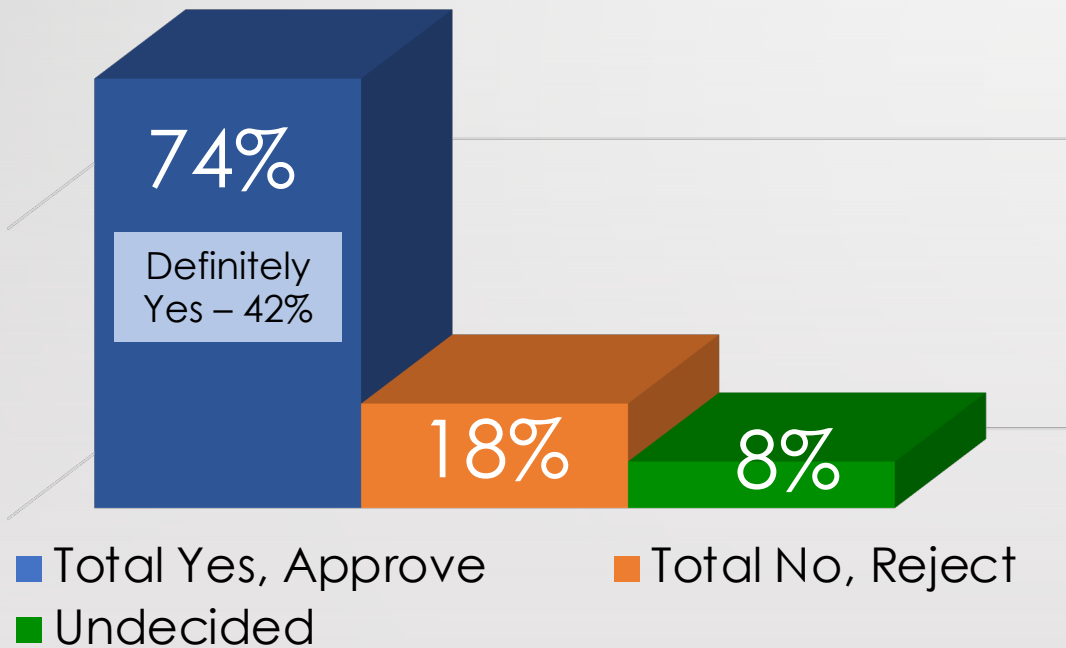
11%

4%

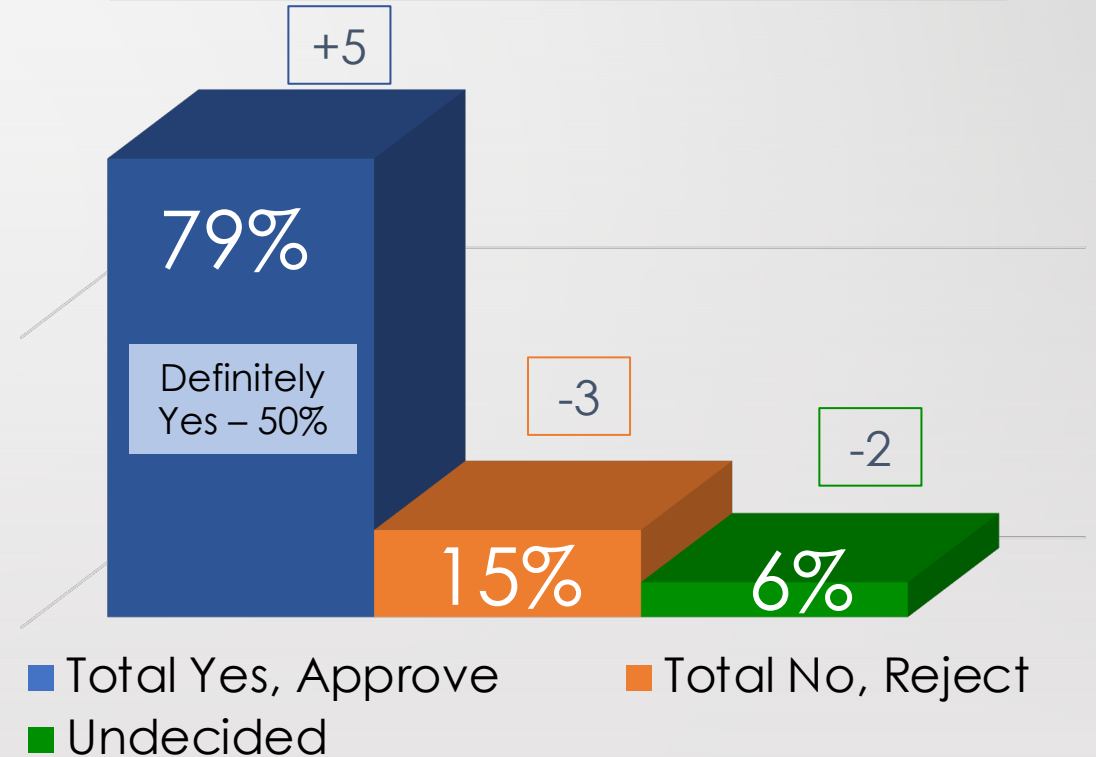
■ Total Yes, Approve ■ Total No, Reject ■ Undecided

# Elk Creek Fire Protection District Consolidation and 16 Mill Increase Question Movement from Uninformed to Informed

UNINFORMED



INFORMED



# Elk Creek Fire Protection District **Informed Question** **Consolidation and Mill Levy Tax** **Increase 16 Mills**

Please describe the reasons why you would vote yes and approve the ballot question to increase the mill levy to create and fund a new consolidated fire protection district.

| Themes  |
|---|
| Vital to the community.<br>Increase Safety.             |
| Risk of fire is increasing.<br>(Growth, Climate Change) |
| Understanding of need of new<br>equipment, staff.       |

“Equipment gets old. We need the trained protection. Since the population is increasing, we need an increase in the best quality emergency protection. Went something happens, we need to know it can be well managed.”

**-Female, 65+, Unaffiliated**

“Add additional full-time personnel, better equipment and training.”

**-Female, 35-44, Unaffiliated**

“This is a high priority matter and should receive appropriate funding---- case closed!”

**-Male, 55-64, Democrat**

“Increase in response times, overall increase in safety and services in our community.”

**-Female, 35-44, Democrat**

“High fire district, need the support of all firefighters, need fast response time for EMT's.”

**-Male, 65+, Republican**

# Elk Creek Fire Protection District Informed Question Consolidation and Mill Levy Tax Increase 16 Mills

Please describe the reasons why you would vote no and reject the ballot question to increase the mill levy to create and fund a new consolidated fire protection district.

## Themes

Would not vote for tax increase, taxes too high already.

Belief there would be decrease in level of service.

Support consolidating, not tax increase.

"I believe there would be a decrease in services and locations. We are on the edge of coverage now, I don't trust a consolidation move would increase services."

**-Male, 55-64, Other Party**

"Property values have increased incredibly, and with those increased values, taxes have gone up already."

**-Male, 65+, Unaffiliated**

"Elk creek can't afford to hire or retain enough paid staff as is... absorbing two other fire departments who have no paid staff doesn't make any sense."

**-Male, 18-34, Unaffiliated**

"I am 100% supportive of consolidation but you are asking for an outrageous mill levy increase after taxpayers just voted on a major tax hike for the fire department just a couple years ago. Property taxes have been skyrocketing too with property values blowing up the last 3 years."

**-Male, 45-54, Democrat**

"We are taxed enough. No more new taxes!"

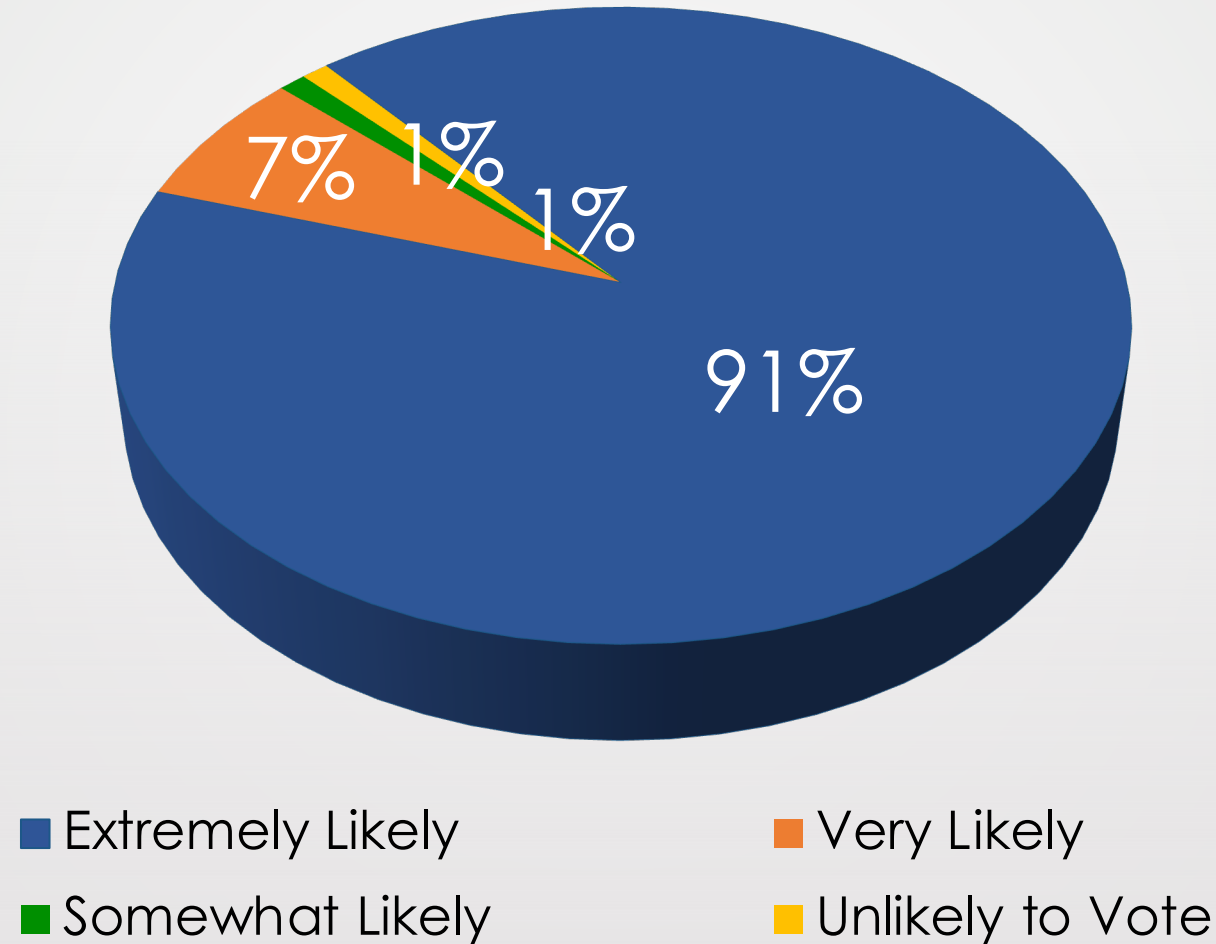
**-Female, 45-54, Republican**



# Survey Demographics

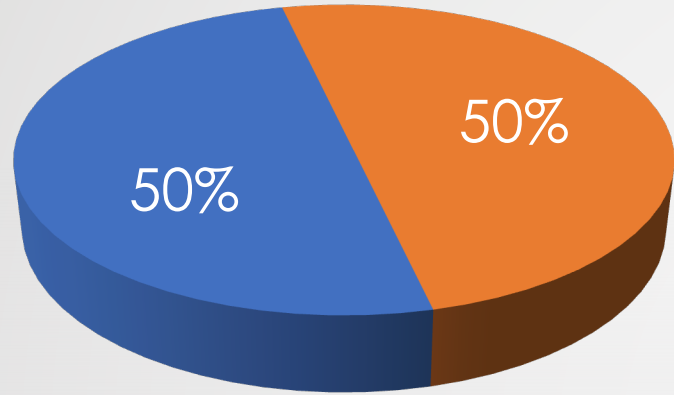


Although it is a long way off, how likely are you to vote in the  
**November 2023** general election?

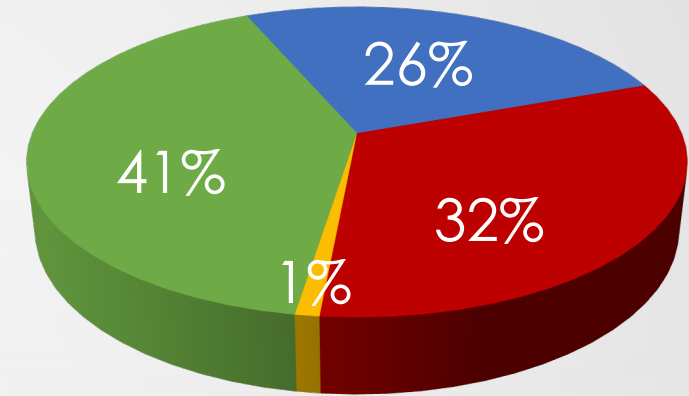


# ELK CREEK FIRE PROTECTION DISTRICT

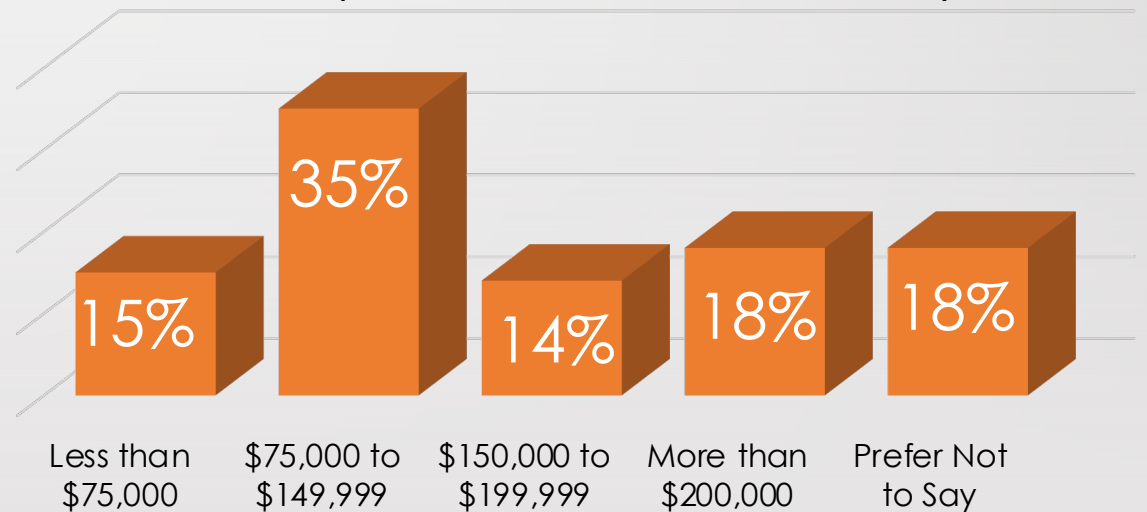
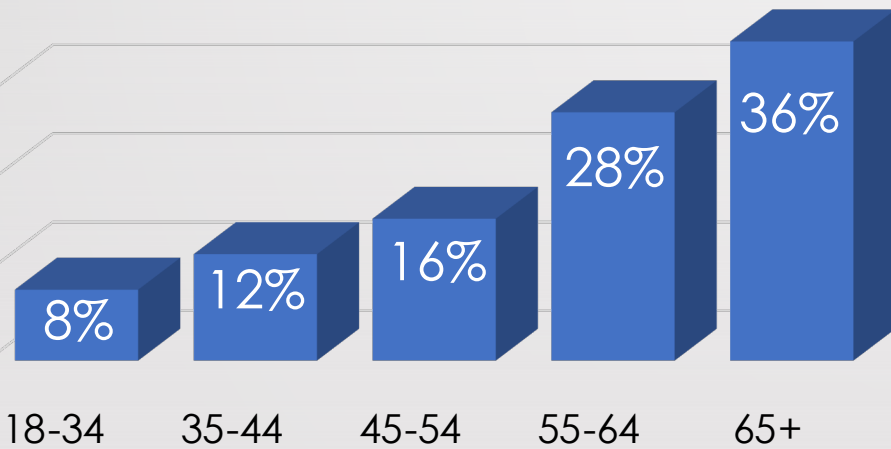
## SURVEY DEMOGRAPHICS



■ Female ■ Male ■ Identify Differently



■ Unaffiliated ■ Democrat  
■ Republican ■ Other Party



MAGELLAN STRATEGIES  
1685 Boxelder St. Suite 300  
Louisville, CO 80027  
[www. MagellanStrategies.com](http://www.MagellanStrategies.com)  
(303) 861-8585

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David Flaherty  
Courtney Sievers  
Ryan Winger





# UPDATED PROPOSAL



**To:** Elk Creek, Inter-Canyon, and North Fork Fire Protection Districts  
**Date:** December 28, 2022  
**Re:** Updated Proposal for Community Relations Services

Following the rich and comprehensive insights gathered from research efforts in the first phase of this project, we've updated our proposal to reflect the communication, education, and outreach needed to ensure the public understands what consolidation means for them and that they are informed in the case that there is a question or questions on the ballot in a future election.

The primary goal is to reach the greatest number of constituents and stakeholder groups early and consistently to ensure they feel they're a part of the process from the beginning and that they have ample time to ask questions, verify information, and come to an understanding about the costs/benefits to them personally and to the community at large.

We think it will be important for the community to see the three Chiefs working together to educate the public and sharing consistent messaging. In essence, the three of you will be the primary faces of this public education effort. And we'll want to arm the coalition of volunteer firefighters, paid staff, and community supporters with talking points and material to serve as additional messengers to the broader community.

## WORK PLAN, TIMELINE, AND BUDGET

Below is a framework to help you begin to think through a scope and budget. One of the first tasks is to develop a detailed communications and outreach plan, which will contain messaging; a plan for open houses; a list of stakeholder groups to present to; and more. The communications plan is built to be flexible and may change based on feedback from the community.

# UPDATED PROPOSAL



| TIMELINE     | RECOMMENDED ACTIVITIES  | ESTIMATE   |
|--------------|---|--|
| January      | <p><b>Messaging + Communication Plan</b><br/>Includes a one-page key message framework to serve as talking points and recommendations for communication and community engagement activities that run from March through July.</p> <p><b>Announcement of the Survey Results</b><br/>Press release announcing survey results / next steps.</p> <p><b>Spokesperson Training</b><br/>In-person training for the three Chiefs, who will be serving as the primary spokesperson.</p>  | \$12,500   |
| February     | <p><b>Phase I Content Development</b><br/>Content production for everything from FAQs on a website to a mailer delivered to every address. We recommend starting with, recognizing we'll add to this list once the communication plan is finalized. All content is created based on messages that we know from the community survey will resonate.</p> <ul style="list-style-type: none"> <li>• Content for a new micro-site to serve as the hub for all information and a consistent URL for all communication and collateral</li> <li>• One-page fact sheet and FAQ (formatted for print and digital downloads)</li> <li>• Social media content</li> <li>• A letter from the Chiefs summarizing the survey and introducing outreach next steps</li> </ul> | <p><i>Includes website design / development</i></p> <p><i>Does not include design, printing or postage costs</i></p> |
| March – July | <p><b>Public Education + Engagement / Phase II Content</b><br/>This is the heart of the public education effort and will be full of public meetings, presentations, and a consistent cadence of communication.<br/>We recommend hosting 3 open forums / town halls in each District, in addition to having a presence at local events (which we will help research and prioritize). The</p>   | \$45,000   |

# UPDATED PROPOSAL



|  |  |                 |
|--|--|-----------------|
|  | <p>content needed for these events includes:</p> <ul style="list-style-type: none"> <li>• A brief (less than 20 slides) visual deck for use at public meetings, Chamber presentations, stakeholder groups, HOA meetings, etc.</li> <li>• Posters / presentation boards that are large-format and visual and allow people to discover information in a forum or event setting</li> <li>• A mailer to all households with the open house / town hall schedules</li> <li>• Another round of social media content (goals is to have at least two posts/month)</li> <li>• Ads in the local papers announcing the public events / forums, etc.</li> <li>• An event/forum in partnership with the local Chambers</li> </ul> |                 |
| <b>Property Tax Calculators</b>          | Three online calculators, linked from each District's website, to help residents understand what a potential increase would cost them; <a href="#">see an example here</a> .   | <b>\$4,350</b>  |
| <b>Total Estimated Budget (Jan-July)</b> |  | <b>\$79,350</b> |

**PLEASE NOTE:** Collateral that is part of the plan will require **professional design (billed at \$125/hour), printing, and postage**. We'll work to detail these costs, but **recommend budgeting \$15,000 to \$25,000** to ensure you have what is needed to support each item.

## OPTION FOR FUTURE CONSIDERATION:

|   |  |                 |
|---|--|-----------------|
| <b>Quantitative Survey – Likely May</b> | <p><b>Test Potential Ballot Question(s) + Advise Language</b></p> <p>Statistically valid poll of potential ballot language</p> <ul style="list-style-type: none"> <li>• Statistically valid text-to-web</li> <li>• Presentation deck with the summary of results and addendum with all verbatim responses</li> </ul> | <b>\$14,000</b> |
|---|--|-----------------|

**ELK CREEK FIRE PROTECTION DISTRICT**  
**STATEMENT OPPOSING APPROVAL OF A CONTRACT BASED ON THE**  
**TURN CORPS UPDATED PROPOSAL OF 12/28/2022**

January 12, 2023

For the following reason, I oppose entering into a contract with Turn Corps Political and Communications Strategies, LLC (Turn Corps):

- A. **Rationale for Opposition:** When considering the markedly different demographic, geographic, and financial positions of the Elk Creek, Inter-Canyon, and North Fork FPDs (as illustrated by the map and table below):
1. The population of the Elk Creek FPD is approximately 17,000 while the population of the Inter-Canyon and North Fork FPDs are on the order of 5,250 and 1,700 respectively;
  2. The geographic area of the Elk Creek FPD is 98 sq-mi while the area of Inter-Canyon and North Fork FPDs are 52 sq-mi and 240 sq-mi respectively; and
  3. In 2022, the revenue/spending for the Elk Creek FPD was approximately \$5,800,000 while the estimated revenue for the Inter-Canyon and North Fork FPDs in 2022 is \$2,300,000 and \$450,000 respectively.

In the absence of compelling evidence to the contrary, I believe that a merger of the Elk Creek FPD with the Inter-Canyon and North Fork FPDs would run a significant risk of substantially degraded fire protection and emergency medical services for the residents of the Elk Creek FPD.

- B. **Supporting Information:** A contract with Turn Corp for a lobbying campaign toward consolidation is unwarranted until the respective fire chiefs of the Elk Creek, Inter-Canyon, and North Fork FPDs have presented to the citizens critical, evidence-based plans for:
1. Budget requirements against estimated revenues;
  2. Planned Standards of Coverage; and
  3. District-wide operational plan.
- C. **Supporting Information:** District legal advisors note that, quoting from the Colorado Special District Association *Board Member Manual* published in 2022, (page 43):
- "Under the Fair Campaign Practices Act ("FCPA"), Article 45 of Title 1, C.R.S., Districts may not make contributions or contributions in kind to campaigns involving the nomination, retention, or election of any person to any public office, or to urge electors to vote in favor of or against any issue before the electorate.*

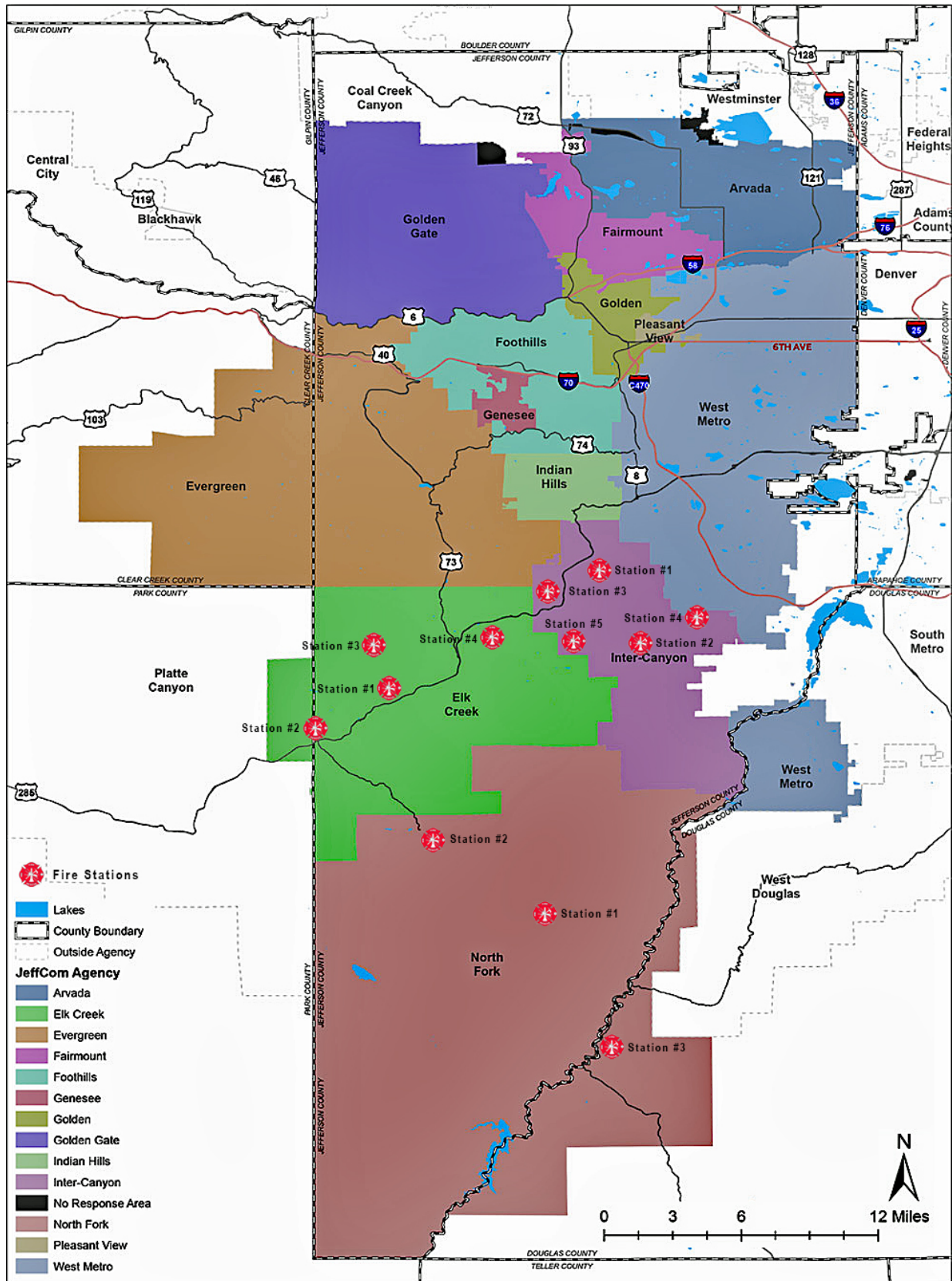
*A Board member may expend not more than \$50 of District funds on letters, telephone calls, or other activities incident to making statements or answering questions concerning the issue.*

*Districts may, however, expend public monies or make contributions in kind to dispense fair and balanced information on any issue of official concern before the electorate. This information must be factual; must include arguments both for and against the proposal; and cannot contain a conclusion or opinion in favor of or against any issue addressed."* [emphasis added]

The work product proposed in the Turn Corps Update Proposal 12/28/2022 proposed cont Turn Corps appears to be violate the provisions of the Colorado Fair Campaign Practices Act (FCPA).

I respectfully request that the present statement of opposition to the proposed contract with Turn Corps be entered into these January 12, 2023 Elk Creek FPD Board of Directors Meeting Minutes.

**Chuck Newby**  
Director



**FIGURE 1:** Elk Creek, Inter-Canyon, and North Fork FPDs, source [JeffCom GIS](#).



**TABLE 1:** Fire Protection District Demographics and Statistics.

| DEMOGRAPHIC/<br>STATISTIC  | ECFPD  | ICFPD  | NFFPD                                     | Merged<br>FPD                               |
|--|--|--|---|---|
| POPULATION   | 17,000                                       | 5,250  | 1,700                                     | 24,000                                      |
| GEOGRAPHIC AREA  | 98 sq-mi                                     | 52 sq-mi                                     | 240 sq-mi                                 | 390 sq-mi                                   |
| CURRENT MILL LEVY  | 12.54  | 13.56  | 12.08                                     | 16.00                                       |
| <b>2022<br/>ANNUAL REVENUE<br/>SPENDING PER-<br/>PERSON<br/>PROPERTY<br/>VALUATION</b> | \$5,800,000<br>\$340/person<br>\$366,826,000 | \$2,313,000<br>\$440/person<br>\$170,575,000 | \$450,000<br>\$265/person<br>\$37,252,000 | \$10,000,000<br>\$420/person<br>(estimated) |
| <b>CAREER<br/>FIREFIGHTER/EMT<br/>PERSONNEL</b>  | 12<br>3 shifts of 4<br>24/7 service          | 3<br>no 24/7<br>service                      | 2<br>no 24/7<br>service                   | 24<br>3 shifts of 8<br>24/7 service         |
| <b>VOLUNTEER<br/>FIREFIGHTER/EMT<br/>PERSONNEL</b>                                     | 35   | 30   | 30  | 90  |
| <b>ADMINISTRATIVE<br/>PERSONNEL</b>  | 5  | 3  | 3   | 5   |
| <b>FIRE STATIONS</b>   | 4  | 5  | 3   | 12  |
| <b>BOARD OF<br/>DIRECTORS</b>  | 5  | 5  | 5   | 5 or 7                                      |



Board of Directors,  
Elk Creek Fire Protection District  
c/o Barbara Stockton, bstockton@elkcreekfire.org

Dear Barbara and Board of Directors,

Thank you for the opportunity to serve as the Designated Election Official/Election Administrator in 2023.

We will endeavor to work with Barbara and other staff members to deliver a successful election through transparent communication, and collaboration, as efficiently as possible.

Given that the District anticipates to not cancel its director election in 2023, we will help with the basic administration, permanent mail-in ballot lists, UOCAVA voting, polling place coordination, counting, and filings from start-to-finish.

We have based our proposal on discussion with Barbara to run a single polling place as was done in 2022. These estimates are based on comparison to the 2022 process and turn out, relative to similarly sized elections along with estimated mailing fees and costs.

Please find the supporting estimated expense detail attached to our draft contract.

If you have any questions, please do not hesitate to call us at 303-482-1002.

We greatly enjoyed speaking with you, and look forward to running another successful election in 2023!

Warm regards,

A handwritten signature in black ink, appearing to read "Sarah E. E. Shepherd".

Sarah E. E. Shepherd  
President



**Elk Creek Fire Protection District  
Election Management Consultant and  
Designated Election Official (DEO) Proposal  
For May 2, 2023 Regular Polling Place Election**

Circuit Rider of Colorado specializes in helping special Districts achieve great results with their election process.

We have diverse expertise in its management team approach. We offer local and professional, yet personal presence. Our approach supports and enables all our team and the Board, contractors and staff we work with, to provide the best in their area of expertise, in service of our client, the District, and its constituents.

**General Overview** – The election administrator and DEO serves the District, and receives direction from the Board of Directors in collaboration with staff and other contractors for a polling place election.

This proposal is to provide administrative election services, per budget and appropriations.

**Specific Challenges** – Please note that if the election cancels, we would recommend working in the “off-season” to keep the Permanent Mail-in Voter list for future elections in good working order.

**Key Deliverables**

| Deliverable                          | Description  |
|--------------------------------------|--|
| General election management<br>(DEO) | <p>DEO will provide documents for call for nomination, resolutions, and requests for voter lists from appropriate governmental entities.</p> <p>If election runs, DEO will update eligible voter lists, PAV, ballot and election plan, conduct judge trainings, produce mail-ballot, UOCAVA and polling place ballot packets and coordinate with District staff in delivering/mailling ballots and administering election on Election Day.</p> <p>Ballot count, Oaths of Office and Official results filing, including being on-site as needed and to respond to issues/pick up ballots and boxes. Our office is set up with phone service, online filing, manager support, customer support, etc. The District and Support Managers work together with filings, deadlines and communications with consultants, community members and the Board.</p> |

## Contractual Considerations

At Circuit Rider, we strongly believe that we are well-equipped provide all of the services that have been requested at a cost that will yield quality results and successful outcomes and meets all required State and local statutory regulations.

## Fee and Expense Schedule

| Fees for services   | Costs   |
|---|---|
| If Polling Place Election Runs for 1 polling place: ½ due prior to cancellation, if cancelled, ½ due is election is not cancelled   | \$9,000   |
| <b><u>Estimated costs (all at-cost)</u></b> <ul style="list-style-type: none"> <li>• UOCAVA Ballot Mailing and Printing (in-house):</li> <li>• Poll Book, Retention/Filing Documents:</li> <li>• Election Voter Lists (County assessor and clerk):</li> <li>• Publication of notices:</li> <li>• Mileage (Trips to District Offices):</li> <li>• Ballot Postage:</li> <li>• Ballot Printing for Polling Place/Ballot Mailing Packets:</li> <li>• Election Judges/Counting Judges, as needed:<br/>(counting as poll judges and processing planned at District location with appointed staff as polling place judges):</li> </ul> | \$300<br>\$100<br>\$1,200<br>\$200<br>\$200<br>\$223*<br>\$7,304*<br><br>\$250/day* |
| *Note costs are pass through, as cost.  |   |
| Special services beyond scope, legal considerations:  | \$160 per hour  |
| <b>Total Fee/Expense Estimate:</b>  | <b>\$19,527</b>   |

## ELECTION MANAGEMENT SERVICES AGREEMENT

Subject: 2023 Election Services

Date: December 23, 2022

Description: Elk Creek Fire Protection District – Election Services

CIRCUIT RIDER OF COLORADO, LLC (“Consultant”) agrees to perform professional consulting and management services for the ELK CREEK FIRE PROTECTION DISTRICT (“District”), in accordance with the terms of this Management Services Agreement (“Agreement”), effective December \_\_\_, 202\_ (“Effective Date”).

1. DESCRIPTION OF SERVICES TO BE PERFORMED:

Consultant shall provide to the District the special district management/election services as more fully described in the Scope of Work prepared by Consultant and attached as **Exhibit A** (“Services”).

2. TERM OF AGREEMENT:

A. The term of this Agreement shall begin as of the Effective Date and shall expire on December 31, 2023. As a condition precedent to signing/each renewal, the District must make an appropriation of funds sufficient to meet its financial obligations for the Services for the ensuing year.

B. This Agreement also may be terminated by either party in accordance with Section 10, below.

3. COMPENSATION:

In 2023, all services provided by the Consultant are provided at fixed not-to-exceed rate of \$9,000, (\$4,500 due at execution of this contract, and \$4,500 due upon the “running of the election”, that is, if the election is not cancelled), plus mileage and supply/mailing/counting/publication/list cost reimbursements.

Additional work above the \$9,000 not-to-exceed amount must be approved prior to the Consultant incurring the expenses, except for mileage and expenses. Any such additional work shall be memorialized by email or letter by authorized staff or in the official minutes of the Board meetings. Such additional work that is authorized by the District will be billed at the rate of \$160 per hour.

4. PAYMENT SCHEDULE, TERMS AND CONDITIONS:

Billings for mileage and expenses, and additional pre-approved fees (if any), will be submitted at the beginning of each month for Services performed the previous month. Payment is due within thirty-one (31) days of receipt of invoice. All accounts not paid within sixty (60) days of Invoice Date may be subject to a

finance charge of 18% per annum on the unpaid balance. Late payments will not apply if Consultant is responsible for processing Claims.

5. OWNERSHIP OF WORK PRODUCT/DISCLOSURE:

All information gathered generated, and/or produced in connection with Consultant's performance of this Agreement ("Work Product") shall be and remain the property of the District, whether or not in final form. The District shall be entitled to obtain possession of the entire Work Product at any time. Should the District make use of the Work Product for a use not included under the scope of this Agreement, District shall assume all liability for such reuse.

6. INDEPENDENT CONTRACTOR:

It is understood and agreed by and between the parties that the status of Consultant shall be that of an independent contractor and of a corporation retained on a contractual basis to perform professional or technical services, and it is not intended, nor shall it be construed, that Consultant, or any of its owners, employees, agents or representatives, are an employee of the District, or for any other purpose whatsoever. Without limiting the foregoing, the parties hereby specifically acknowledge that consultant and its owners, employees and agents are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by consultant or some other entity besides the District, that consultant and its owners, employees and agents are not entitled to workers' compensation benefits from the District, and that consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this agreement.

7. INSURANCE:

The Consultant shall maintain, at the Consultant's expense, insurance with the amounts set forth below:

- A. Worker's Compensation and Employees Liability: At least statutory limits of \$100,000 each accident; \$500,000 policy limit; and \$100,000 for each employee of Consultant.
- B. Comprehensive General Liability: \$1,000,000 each occurrence and in the aggregate in combined single coverage for bodily injury and property damage.
- C. Automobile Liability: \$500,000 each accident for bodily injury; \$300,000 each person for bodily injury; \$500,000 each accident property damage or: a combined single limit of \$500,000.
- D. Professional Liability: \$2,000,000 aggregate limit.

Certificates of Insurance showing the Consultant is carrying the above-described insurance will be provided to the District, upon request. All certificates of insurance will include language stating that should the insurance policy be canceled before its expiration date the insurance company shall provide 30 days written notice to the District. The District shall be listed as “additional insured” on the comprehensive liability insurance policy/certificates and all automobile liability insurance policy/certificates, upon request. All sub-contractors will be required to meet the same insurance provisions outlined above.

8. INDEMNIFICATION:

Consultant agrees to indemnify and the District harmless from and against all claims, liability, damages, suits or actions, and all attorneys' fees, costs and expenses, which may be incurred by or brought against the District on account of an error, omission or negligent or intentional act in the performance of Consultant's Services under this Agreement.

9. COLORADO GOVERNMENTAL IMMUNITY ACT NOT WAIVED:

This Agreement is not intended to waive, and shall not be construed as a waiver of, the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the District and its current and former directors, officers, employees and volunteers under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

10. TERMINATION:

Either party may terminate this Agreement upon thirty days written notice without cause. The Consultant may terminate this Agreement for non-payment by the District upon 30 days written notice as stated above. Either party shall be entitled to cure any deficiencies of performance or payment within seven days of being notified in writing of any such deficiency(s). If the District makes payment in full within 15 days of receipt of the written notice, the grounds for termination shall be deemed cured. If the Consultant corrects the deficiency identified in the written notice within seven calendar days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within seven calendar days, and the Consultant commences a good faith effort to correct the deficiency within 15 days of receipt of notice, the grounds for the termination shall be deemed cured.

11. APPROPRIATIONS STATEMENT:

All direct and indirect financial obligations of District under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge District's credit or faith, directly or indirectly, to Consultant. In the event the District's governing body fails to appropriate funds for the District's obligations under this Agreement for a calendar year, this Agreement shall terminate immediately upon the

expiration of 30 days from the date of non-appropriation as if notice had been provided by the District to the Consultant in accordance with paragraph 10, and the District shall have no further obligation to Consultant under this Agreement. No provision of this Agreement shall be construed or interpreted (i) to directly or indirectly obligate the District to make any payment in any fiscal year in excess of amounts appropriated for such fiscal year; (ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the District within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (iii) as a delegation of governmental powers by the District; (iv) as a loan or pledge of the credit or faith of the District or as creating any responsibility by the District for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (v) as a donation or grant by the District to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

12. MISCELLANEOUS:

Colorado law governs this Agreement. This Agreement is the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not assignable by Consultant or the District without the prior written consent of both parties. This Agreement is not intended to, and shall not confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement, the prevailing party shall be awarded its reasonable attorney's fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

13. FORCE MAJEURE:

Neither Party shall be liable to the other for, or be considered to be in breach of or default under this Agreement because of, any delay or failure in performance by such Party under this Agreement to the extent such delay or failure is due to any cause or condition beyond such Party's reasonable control, including weather, acts of god, or COVID conditions and compliance to State and County Health Department requirements. Each Party shall exercise reasonable diligence to overcome the cause of such delay; provided, however, that to the extent the cause of such delay arises from any breach of, or failure by the other Party to perform any of its obligations under this Agreement, the costs and expenses incurred by the Party that has delayed or failed in its performance under this Agreement to overcome the cause of such delay shall be for the account of such other Party.

14. ACCEPTANCE OF AGREEMENT:



Consultant and the District herewith accept the terms and conditions of this Agreement as acknowledged below:

DISTRICT: ELK CREEK FIRE PROTECTION DISTRICT

By: \_\_\_\_\_  
\_\_\_\_\_, President Date: \_\_\_\_\_

ATTESTED:

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary Date: \_\_\_\_\_

CONSULTANT: CIRCUIT RIDER OF COLORADO, LLC

By: \_\_\_\_\_  
Name: Sarah E. E. Shepherd  
Title: President  
Address: P.O. Box 359  
Littleton, Colorado 80160

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

## **EXHIBIT A: SCOPE OF WORK**

As the District's Designate Election Official (DEO) and Administrative Manager, Circuit Rider of Colorado, LLC is designated as a representative of the District. Circuit Rider of Colorado, LLC is authorized to act for and on behalf of the District within the scope of this Agreement, and any additional work authorized by the Board. The DEO/Election Manager will enforce, adhere to and be bound by the established policies and the direction of the Board of Directors of the District. The District Election Administrative Manager will serve the District in accordance with all prevailing applicable laws of any governmental body or agency having jurisdiction over the District, the DEO/Election Manager, and its agents and consultants.

Circuit Rider of Colorado, LLC will have no right or interest in any of the District's assets, nor any claims or liens with respect thereof, arising out of this Agreement, other than payment for the performance of the duties and responsibilities contained in this Agreement, or, for the performance of the additional special services subsequently assigned by the Board. The DEO may not bind the District to any financial obligation, or obligate the District in any manner, financial or otherwise, except to the extent specifically provided in this Agreement or authorized and/or ratified by the Board.

Circuit Rider of Colorado, LLC will perform the following duties and have corresponding authority to act on behalf of the District in the following matters and in all matters subsequently directed by the Board or Designated Election Official. Circuit Rider of Colorado, LLC will keep the Board and Designated Election Official informed as to the services it provides the District.

### **GENERAL SERVICES**

**A. Agent of the District:** Circuit Rider of Colorado, LLC and its professional and administrative staff will serve the District and its Board and as the Election Manager "Manager," and Sarah Shepherd will serve at the Designated Election Official, "DEO," and Barbara Stockton will serve as Deputy DEO. The Manager and DEO will communicate with constituents, consultants, governmental and regulatory agencies, on behalf of the District and its Board and Deputy DEO, as requested, during the election process and completion.

**B. Bi-Annual Elections:** The Election Manager will coordinate with Legal Counsel to provide election administration, including preparation of election materials, lists, and publications, meeting the compliance calendar, legal notices, coordinate with the Department of Local Affairs, County department, for election trainings, voter lists, and conduct of the election.

Circuit Rider of Colorado, LLC and its professional and administrative staff will communicate with constituents, consultants, governmental and regulatory agencies, on behalf of the District and its Board. The Election Manager will coordinate with the Designated Election Official regarding the supervision of the election operations.

**C. Advisor to the Board:** The Election Manager and DEO will act as advisor and consultant to the District, its Board, and Deputy Designated Election

Official. The Election Manager and DEO will keep the Board and Deputy Designated Election Official informed of any matters that, in the opinion of the Designated Election Official, requires the attention of the Board.

- D. Reports to the Board, Consultants, and Constituents:** The Election Manager will provide reports in person, by telephone and electronic media (e-mail), and written communications, regarding matters of a material nature in a timely manner to the Board, Deputy Designated Election Official, other consultants, contractors and constituents. Through coordination with Legal Counsel, the Election Manager will respond to reasonable requests for information in accordance with the Open Records Act and other federal, state, and local laws. Upon reasonable notice, the District's employees, representatives, and agents shall have access to all records generated, received and/or maintained by Consultant in the performance of this Agreement during normal business hours.
- E. Coordination with Other Governments/Agencies/Associations:** Circuit Rider of Colorado, LLC will coordinate with the Board, Deputy Designated Election official, County officials, accountant, auditor, and with Legal Counsel, as needed, for proper and timely compliance and report submissions with/to Federal, State, the judicial court system, and other local governments and their departments with regulatory agencies as required by law; and with associations such as the Special District Association.
- F. Elections Judge Training and Election Day Oversight:** The Election Manager will coordinate with the Deputy Designated Election Official, legal counsel, and its staff and/or district residents or representatives to serve as election judges upon request to ensure the proper coordination and procedures for ballot processing and counting.

## **EXHIBIT B**

### **2023 ELECTION COST ESTIMATE to be inserted:**

\*Note that mailing and expenses are estimates only, as these services and materials are subject to change and are not directly provided by the contractor.

### **Estimated costs (all at-cost)**



**CONTRACT OF ELECTION MAILING & TABULATION SERVICES  
FOR CIRCUIT RIDER LLC/ ELK CREEK FIRE PROTECTION DISTRICT ELECTION 2023**

| ITEM   | \$                |
|--|-------------------|
| <b>UniLect Election Management Services</b><br>Includes:<br><br>*All Balloting Materials: Printing, Preparation & Mailing Services for approximately 466 Absentee Voters.<br>*Ballot Mailing to take place on April 5, 2023.<br>*Design of One (1) Ballot Style<br>*One printed Official Ballot Packet to consist of:<br>One (1) Official Ballot (serial numbered and double stub perforation)<br>One (1) Secrecy Sleeve<br>One (1) Election Notice/Voter Instructions<br>One (1) Return Envelope (Custom)<br>One (1) Out-Bound Carrier Envelope<br>*One (1) On-site Election Management Service w/ Election Administrator to manage all aspects of the final tally and Final Certification of Election Results on Tuesday, May 2, 2023 at Circuit Rider of Colorado's Ballot Count Site.<br>*UniLect will have additional five-hundred thirty-four (534) Ballot Packets delivered to DEO/Election officials by deadline.<br>*Services quote includes travel & equipment shipping expenses | <b>\$7,304.00</b> |
| <b>ELECTION MANAGEMENT SERVICES TOTAL</b>  | <b>\$7,304.00</b> |

| Estimated Out-Bound Postage  | \$              |
|--|-----------------|
| <b>Estimated Out-Bound Postage for Official Ballot Packet Mailing</b><br>Estimation is based on one (1) mailing of 466 Ballot Packets in the United States using discounted pre-sort First Class postage rates @ \$0.479 per ballot. Official Election Mail will be green tagged for proper USPS processing. | <b>\$223.21</b> |
|  |                 |
| <b>ESTIMATED POSTAGE TOTAL</b>   | <b>\$223.21</b> |

**STANDARD PAYMENT TERMS:**

**Fifty percent (50%) deposit for Ballot Mailing/Election Services due at invoicing.  
Fifty percent (50%) balance due after Election Day upon invoicing.**

X 

UniLect Representative

12/21/2022

Date

X

CircuitRider LLC-Elk Creek FPD.

Date

Contract parameters rely solely on the information made available with regards to the scope of work requested.  
UniLect reserves the right to revise this Contract if the scope of work is modified.

**END OF DOCUMENT**



## **ELK CREEK FIRE PROTECTION DISTRICT**

### **A RESOLUTION CALLING FOR THE 2023 REGULAR DISTRICT ELECTION AND APPOINTING A DESIGNATED ELECTION OFFICIAL**

**WHEREAS**, the Elk Creek Fire Protection District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Article 1, C.R.S.; and

**WHEREAS**, the terms of office of Directors Sharon Woods, Kent Wagner and Charles Newby shall expire after their successors are elected at the regular special district election to be held on May 2, 2023 (the “**Election**”) and have taken office; and

**WHEREAS**, in accordance with the provisions of the Special District Act (the “**Act**”) and the Colorado Local Government Election Code (the “**Code**”) (the Act and the Code being referred to jointly as the “**Election Laws**”), the Election must be conducted to elect three (3) Directors to serve for a term of four (4) years pursuant to Section 1-13.5-111, C.R.S. which moves the regular special district elections to May of each odd-numbered years commencing in May, 2023 and, in connection therewith, adjusts the length of terms served by Directors elected in 2020 and 2022 in order to implement the new election schedule.

**NOW, THEREFORE**, be it resolved by the Board of Directors of the Elk Creek Fire Protection District in the Counties of Jefferson and Clear Creek, State of Colorado that:

1. The regular election of the eligible electors of the District shall be held on May 2, 2023, between the hours of 7:00 a.m. and 7:00 p.m. pursuant to and in accordance with the Election Laws, and other applicable laws. At that time, three (3) Directors will be elected to serve a four-year term.

2. There shall be one election precinct for the convenience of the eligible electors of the District, the boundaries of which shall be identical to the boundaries of the District, and there shall be one (1) polling place at the following location:

11993 Blackfoot Road  
Conifer, CO. 80433

This polling place shall also be for disabled electors and for eligible electors not residing within the District. If the Designated Election Official deems it to be more expedient for the convenience of the eligible electors of the District (who are also eligible electors in other special districts with overlapping boundaries which are conducting elections on the Election day), the Election may be held jointly with such special districts in accordance

with coordinated election procedures as set forth in an agreement between all participating special districts. In such event, the election precincts and polling places shall be as set forth in such agreement. The Designated Election Official is authorized to execute such agreement on behalf of the District, which agreement shall include provisions for the allocation of responsibilities for the conduct and reasonable sharing of costs of the coordinated Election.

3. The Board of Directors hereby designates Circuit Rider of Colorado as the Designated Election Official for the conduct of the Election on behalf of the District and they are hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Election Laws or other applicable laws. Among other matters, the Designated Election Official shall provide the call for nominations, appoint election judges as necessary, appoint the Canvass Board, arrange for the required notices of election, printing of ballots, and direct that all other appropriate actions be accomplished.

4. Self-Nomination and Acceptance forms are available at the Designated Election Official at email address, [sees@ccrider.us](mailto:sees@ccrider.us). All candidates must file a Self-Nomination and Acceptance form with the Designated Election Official no earlier than January 1, 2023, nor later than the close of business on Friday, February 24, 2023.

5. If the only matter before the electors is the election of Directors of the District and if, at the close of business on March 1, 2023, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent no later than February 28, 2023, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with the Code.

6. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board's intention that the various provisions hereof are severable.

7. Any and all actions previously taken by the Designated Election Official, the Secretary of the Board of Directors, or any other persons acting on their behalf pursuant to the Election Laws or other applicable laws, are hereby ratified and confirmed.

8. All acts, orders, and resolutions, or parts thereof, of the Board which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

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

ADOPTED this 12th day of January, 2023.

ELK CREEK FIRE PROTECTION DISTRICT

By \_\_\_\_\_  
Greg Pixley, Board President

ATTEST:

By \_\_\_\_\_  
Melissa Baker, Secretary

**ELK CREEK FIRE PROTECTION DISTRICT**  
**A MOTION TO SCHEDULE A SPECIAL MEETING OF THE BOARD OF DIRECTORS**

**January 12, 2023**

I make a motion that the Elk Creek Fire Protection District (FPD) Board of Directors hold a Special Meeting Work Session during the month of January, 2023 for the purpose of:

1. Developing a Policy-level Strategic Plan that defines the major strategies and objectives for the Elk Creek FPD during 2023.
2. Identifying the personnel, facilities, apparatus, and other resources necessary for achieving the major strategies and objectives from item #1.
3. Developing a Action Plan that contains the timelines, milestones, and deliverables necessary to communicate the major strategies and objectives from item #1, to the Elk Creek FPD Fire Chief and to the broader community.

Once the subject Special Meeting Work Session is scheduled, a meeting notice detailing the meeting location, date, and times along with an appropriate agenda will be published in accordance with Colorado Law.

***Chuck Newby***  
**Director**

**Citizen Remarks     Elk Creek Fire Protection District Board Meeting,**

**Neil Whitehead, III**

**January 12, 2023**

**1.) Underlying everything – the majority of the Elk Creek Board (and the Public) are in the dark about the specifics of the consolidation,** yet the Board is being asked to spend considerable amounts of taxpayer money for “community relations services” “in the case there is a question or questions on the ballot in a future election.[Turn Corps proposal 12/28/2022]”

Seven months from now in August – is a lifetime in politics – I accept that the exact mill levy increase depends on a lot of things like the price of eggs or diesel fuel, but certainly the structure of the consolidation should have been firmed up by now.

**2.) The Level of Service (LOS) established by the ECFPD must be maintained or increased with the consolidation.** Neither North Fork or Inter-Canyon have rotating, full-time staff. Without an immediate increase in staff upon consolidation, I find it certain to believe that Elk Creek Station 1 will be called upon daily to provide engine, ambulance, and utility vehicles in response to tones originating in the in the far reaches of the former North Fork and InterCanyon Districts. This will leave Elk Creek Station 1 understaffed or without staff on a daily basis.

**3.) Using taxpayer money to campaign for a tax increase – Is it legal? Is it legal, but odious?** Where in Title 32, which sets forth the governing language of Special Districts, is the legal justification/permission to use taxpayer money to advocate to taxpayers to raise their taxes?

Will complaints be filed with DOLA (Department of Local Affairs) and SOS (Secretary of State, Election Division)?

Legal or not, I do believe this process is odious. Most voters will have the same opinion. This will subtract 5 to 10 % of the YES vote.

**4.) Recalculate CRFF (out-of-district fire fighting reimbursements by the State of Colorado) for 2022** to represent monies to ECFPD that are income. If this is way too complicated to do “right,” provide an explanation of the level of accuracy +/- \$1,000 or +/- \$10, 000. As is, this appears to inflate Elk Creek’s revenue. Not something you want to do when you are asking for money.

**5.) Items that may derail the consolidation question** – prepare in advance how to respond to the strong opinions of various groups

A.) New developments that stress components of Elk Creek, three story and three story plus buildings. Need “ladder truck”/quint. Downhill mountain bike park as a generator of many injuries requiring ambulance runs.

Does Elk Creek adopt a “neutral” stance such as to “Will Serve” because the development is in the District? Does Elk Creek negotiate with the Developer for impact fees? Or is the taxpayer going to pay for the impact in future mill levy increases.

B.) Construction of a new fire station on the grounds of the existing Inter-Canyon #3 on US285. Is this going to be mentioned as part of the consolidation discussion?

**6.) Best case for support for consolidation and mill levy increase is realistically about 66% based on recent mill levy successes by Platte Canyon and Elk Creek FPDs.** The 80% support level reported by Turn Corps is, in my opinion, an artifact of supporters being most likely to respond to the somewhat laborious questionnaire. In 2015, voters of the Platte Canyon FPD approved a mill levy increase – 66% YES vs 34% NO. In 2019, voters of the Elk Creek FPD voted about 66% YES and 33% NO [Do not have the figures available, but the yes vote was about 4-5% higher than in 2013 when voter approved a mill levy for Elk Creek.]

**7.) What happens to Turn Corps after July 31?** The contract proposal apparently expires on July 31<sup>st</sup>. Who will then ask for the YES vote